ORACLE CLOUD SERVICES PRODUCT TERMS

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Product Terms apply when Customer purchases Oracle Cloud Services from Rackspace. Capitalized terms used but not otherwise defined in this agreement have the meaning ascribed to them in either: (a) the Rackspace Master Services Agreement (presently found at the following URL: http://www.rackspace.com/information/legal/msa), as may be updated from time to time, or (b) Customer's already negotiated Master Services Agreement (or similar master level agreement governing provision of Rackspace's services), provided that document defines the capitalized term used herein.

1. ADDITIONAL DEFINED TERMS.

"**Applicable Data Protection Law**" means all applicable laws, rules, regulations, orders, ordinances, regulatory guidance, and industry self-regulations in relation to data privacy, including but not limited to the EU General Data Protection Regulation ((EU) 2016/679).

"**Add-On Service**" means an additional product or service purchased by Customer from Rackspace to enhance, add to, or modify specific, identifiable Services or deliverables.

"**Oracle Services**" means only those products and services made available by Oracle for Rackspace to resell to Customer, including Oracle Software.

"**Oracle Software**" means any software agent, application, or tool provided by Oracle through Rackspace for facilitating Customer's access to, operation of, and/or use with, the Oracle Services.

"**Customer Content**" means all software, data, (including Customer Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by Customer or any of Customer's end users that is stored in, or run through the Oracle Services.

"**PII** " means personally identifiable information as defined by the Applicable Data Protection Law.

"**Service Specifications**" means the Oracle Cloud Hosting & Delivery Policies (presently found at the following URL: https://www.oracle.com/assets/ocloud-hosting-delivery-policies-3089853.pdf), as may be updated by Oracle; (2) Oracle's Privacy Policies (presently found at the following URL: https://www.oracle.com/legal/privacy/), as may be updated by Oracle; (3) any other terms included in a Service Order or other documentation.

2. SERVICES. Subject to Customer's continued compliance with the Agreement (including these Product Terms) and the Services Specifications, Rackspace will provide a limited, revocable, non-exclusive sublicense for Customer to access and use those Oracle Services identified on Customer's Service Order, solely for Customer's internal business purposes.

3. ORDERING.

3.1. Orders. All Service Orders must contain, at a minimum, the following Customer information: Customer name, the type and quantity of Oracle Services ordered by Customer, the Initial Term (or applicable Renewal Term) of those Oracle Services, and any Fees and payment terms applicable to the Oracle Services that are different or additional to those in the Agreement.

3.2. Excess Usage. If Customer exceeds the quantity of Oracle Services purchased, Customer must purchase and pay Fees for any excess quantity and/or overages.

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3.3. Early Termination A Service Order, once placed, is non-cancelable and the sums paid, non-refundable, except as otherwise explicitly provided in the Agreement. Notwithstanding the foregoing sentence, in the event Customer's Service Order terminates prior to the end of the applicable Initial Term or Renewal Term, then Customer agrees to pay Rackspace an amount equal to the total unpaid Fees contracted under the Initial Term and Renewal Term (if applicable) of the Service Order plus Fees for overages and Add-on Services, less Fees already paid directly to Rackspace.

4. CUSTOMER OBLIGATIONS & RESTRICTIONS.

4.1. Default Configurations. Rackspace's obligation to provide these Services, including any Add-on Services, is contingent on Customer retaining the default account settings applied by Rackspace, and meeting any Rackspace Configuration Requirements provided to Customer from time to time in Service Order, product documentation, or otherwise communicated to Customer in writing.

4.2. Acceptable Use. Customer may not and may not cause or permit others to (a) use the Oracle Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred, or harm; send unsolicited bulk e-mail, junk mail, spam, or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances, or regulations; (b) perform or disclose any benchmarking or availability testing of the Oracle Services; (c) perform or disclose any performance or vulnerability testing of the Oracle Services without Rackspace's and its Representative's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, or remote access testing of the Services; or (d) use the Oracle Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "**Oracle AUP**"). Customer must comply with both the Rackspace AUP and Oracle AUP.

4.3. Services Resale. Customer is prohibited from reselling the Oracle Services. Customer is prohibited from selling, transferring, providing, or sublicensing Customer's Rackspace or Oracle Services account credentials to any other party (except to agents and subcontractors performing work on Customer's behalf).

4.4. Third Party Services. The Oracle Services may enable Customer to link to and/or transfer Customer Content or third-party content to Third Party Services. Rackspace does not control and is not responsible for any Third Party Services, which are provided on an "as-is", "as-available" basis without warranty of any kind. Customer is solely responsible for compliance with the TPS Agreement applicable to Customer's use such Third Party Services. If Rackspace or its Representatives access or use such Third Party Services on Customer's behalf to facilitate performance of the Oracle Services, Customer is solely responsible for ensuring such access and use is authorized by the applicable TPS Agreement. In the event Customer transfers or causes the transfer of Customer Content from the Oracle Services to one or more Third Party Services, that transfer constitutes a distribution by Customer, not Rackspace or its Representatives. Customer is solely responsible for data transferred to such Third Party Services. Customer's access to any Third Party Service may cease at any time and Customer's obligations under the Agreement will be unaffected by any such cessation. Rackspace will not engage in negotiation of any TPS Agreement on Customer's behalf.

4.5. Customer Disclosure Requirements.

(A) Special Data Disclosure by Customer. Customer Content used in conjunction with the Oracle Services may not include any sensitive or special data that imposes specific data security or data protection obligations on Rackspace or Oracle in addition to or different from those specified in the Rackspace Technology Privacy Notice (presently found at the following URL: https://www.rackspace.com/information/legal/privacystatement) and the Service Specifications, respectively. Customer must make Rackspace aware of any actual or anticipated regulatory or compliance requirements it has or may have when using Oracle Services. Additional Services may be available for purchase to assist Customer with its regulatory or compliance needs, however, Rackspace has no duty or obligation to assist Customer with its regulatory or compliance requirements unless contracted to do so as part of the Agreement.

(B) Remedy for Failure to Disclose. In the event Customer's use of Oracle Services is or has been inconsistent with section 4.5(A), notwithstanding anything to the contrary in the Agreement, Customer is in material breach of the Agreement, Rackspace's aggregate liability to Customer for these Services and any claims arising out of or in connection with Customer's use of these Services is limited to no more than US$500, and Rackspace's indemnification obligations to Customer are void.

4.6. Use of Oracle Software. Customer's use of Oracle Software shall be in accordance with the terms of the Agreement (including these Product Terms), unless otherwise specified.

5. FEES & INVOICING.

5.1. Fees. All Fees for Oracle Services are payable and due in accordance with Customer's Agreement. Rackspace will charge Customer the Oracle Services rates as detailed in Customer's Service Order, as well as Fees for any Add-on Services, and any purchase of Third Party Services or Third Party Products made by Customer pursuant to these Services and invoiced to Rackspace. Customer shall assist Rackspace as reasonably required to gain access to any usage or billing information to confirm the accuracy of Customer's usage and Fees. Customer is responsible for all fees and charges accrued in connection with Customer's Oracle Services, regardless of whether such fees and charges accrued before or after the date of transfer to or from Rackspace, and Rackspace will invoice Customer accordingly.

5.2. Overages. Customer will be invoiced Fees resulting from any use of the Oracle Services in excess of Customer's licensed entitlements. Customer must pay for such excess usage Fees in accordance with the terms of the Agreement.

5.3. Billing Details. Recurring Fees will be billed monthly in arrears, and any one-time Fees will be billed immediately as incurred. If Customer has arranged for payment by credit card or direct debit or ACH, Rackspace may charge Customer's card or account on or after the invoice date.

6. AUDIT. Rackspace reserves the right to regularly, but in no event more than once every 12 months, audit Customer's use of Oracle Services to ensure compliance with the Agreement, including these Product Terms. Rackspace will provide Customer with advance written notice where reasonably practicable. Customer will cooperate and provide reasonable assistance with Rackspace's and/or its Representative's reasonable requests in conjunction with performance of the audit, and will provide access to information reasonably requested. Any non-public data obtained during the audit is Confidential Information. If the audit identifies non-compliance, Customer agrees to remedy (e.g. payment of any fees for additional Oracle Services) such non-compliance within 30 days of written notification of that non-compliance. Rackspace is not responsible for costs incurred by Customer in compliance with the audit. Any such audit will not unreasonably interfere with Customer's normal business operations.

7. DISCLAIMERS.

7.1. Third Party Content. Customer may have access to Third Party Software or Third Party Services through the use of the Oracle Services. All access to, use of, and property rights ownership in and to the Third Party Software and Third Party Services is governed by the TPS Agreement applicable to the Third Party Software and/or Third Party Services.

7.2. Customer Content; Use. Customer grants Rackspace and its Representatives the right to host, use, process, display, and transmit Customer Content for purposes of providing the Oracle Services pursuant to and in accordance with the Agreement.

7.3. Regulatory Disclaimer. Rackspace does not provide regulatory or compliance certification for any portion of the Oracle Services and Rackspace makes no representation or warranty as to the compliance readiness or capabilities of any portion of the Oracle Services.

7.4. Warranty Disclaimer. **Notwithstanding anything to the contrary, Rackspace makes no express or implied warranty or condition on behalf of its Representatives or in regard to the Oracle Services, and to the extent any language may be construed as a warranty or condition, it is hereby disclaimed.**

7.5. Oracle Services Disclaimer. Customer releases Rackspace from any and all liability whatsoever arising out of or in connection with the Oracle Services, and Oracle's provision, management, administration, and operation of the Oracle Services. Notwithstanding anything to the contrary, for purposes of calculating Rackspace's liability under the Agreement, the Oracle Services are excluded from the definition of "Services," and Fees for Oracle Services are excluded from any limitation on damages calculation.

8. PRIVACY.

8.1. Information About Customer. To sublicense use of the Oracle Services to Customer, Rackspace must provide Customer contact information to Oracle, including customer name, telephone number, email address, city, state/region, country and zip/postal code. Customer consents to Rackspace's collection, use, and disclosure of information associated with these Services in accordance with the Rackspace Technology Privacy Notice (presently available at the following URL: http://www.rackspace.com/information/legal/privacycenter/) as may be updated by Rackspace.

8.2. Customer Data. Customer agrees that Customer is the Controller and primary Processor of Customer Data. Customer consents to the processing of Customer Data in, and the transfer of Customer Data into, the Oracle data center regions selected by Customer. Customer may specify the data center regions in which Customer Data will be stored and accessible by Customer and its end users. Rackspace will not move Customer Data from a Customer selected data center region without Customer's instructions and without notifying Customer, unless required to comply with the law or a request by one or more governmental entities. However, Customer Data may be moved between production data centers within the same data center region, by and as required by Oracle.

8.3. Data Law Compliance. Customer will comply with Applicable Data Protection Law of the state, province, country, or other jurisdiction in which PII is stored, regardless of whether the data center region selected by Customer for storing Customer's PII is inside or outside of Customer's own state, province, country, or another jurisdiction. Customer will, and will require its end users to, implement those technical and organizational measures required by Applicable Data Protection Law relative to Customer's use of the Oracle Services and the nature and the volume of the PII processed through Customer's use thereof. Customer is responsible for providing any necessary notices to individuals and for obtaining any legally required consent from individuals in relation to Rackspace's provision of any services to Customer or Customer's Processing of any PII. Customer will not, by any act or omission, place Rackspace or its Representatives in breach of Applicable Data Protection Law.

9. TERM & TERMINATION.

9.1. Term. The term of these Services will be for the Initial Term identified in Customer's applicable Service Order and will thereafter renew in accordance with the terms of the applicable Service Order.

9.2. Termination.

(A) Transition. Upon termination or expiration of these Services, Customer Content will be made available. (as it existed at the time of termination or expiration) to Customer for a retrieval period as may be designated in the Service Specifications. Following retrieval period designated for Customer's specific Oracle Services, Customer Content will be permanently and irrecoverably deleted.

(B) For Misuse. In addition to any other rights and Remedies in the Agreement, Rackspace and its Representatives may take remedial action, including removing or disabling access to material, or suspending, or terminating Customer's Oracle Services, or any combination thereof, if Rackspace believes that (a) there is a significant threat to functionality, security, integrity, or availability of the Oracle

Services, or content, data, or applications in the Oracle Services resulting from Customer's continued use of the Oracle Services; (b) Customer is using the Oracle Services to commit an illegal act; or (c) there is a violation of the Rackspace AUP or Oracle AUP. When reasonably practicable and lawfully permitted, Rackspace will provide Customer with advance notice of such remedial action. Rackspace will use reasonable efforts to re-establish the Oracle Services promptly following root cause determination and remediation by Customer. Remedial action taken pursuant to this section will not excuse Customer from its payment obligations under the Agreement.

10. CHANGES TO AGREEMENT. Notwithstanding anything in the Agreement to the contrary, Rackspace may change the terms of the Agreement at any time, effective immediately, as required to comply with the reseller agreement between Oracle and Rackspace, or in response to changes made by Oracle to the reseller agreement between Oracle and Rackspace. Additionally, Rackspace may immediately terminate any applicable Service Order, the Agreement (if necessary), and/or Customer's Oracle Services if Oracle determines such termination is necessary to comply with the law or if Oracle no longer permits resale of one or more of the Oracle Service. If Rackspace terminates these Services in accordance with this section, then both Rackspace and Customer shall reasonably cooperate to develop a transition plan, and Rackspace shall, without undue delay, provide Customer's name, contact information and the relevant account information to Oracle, to facilitate a smooth transition of Customer's Oracle Services, if applicable, pursuant to any established transition plan. Rackspace shall use commercially reasonable efforts to provide Customer advance notice of any termination made pursuant to this section.