CMMC TERMS

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these CMMC Terms shall supplement the US Public Sector Terms (presently found at https://www.rackspace.com/information/legal/USPublicSectorTerms, as may be updated by Rackspace from time to time) only if the Government End User in respect of the Services is any agency or instrumentality of the US Department of Defense. In the event of a conflict, these CMMC Terms shall take precedence over the any other term or condition of the Agreement.

1. CMMC CUSTOMERS.

1.1. CMMC Requirements. Rackspace currently offers a subset of Services which are FedRAMP Moderate and/or DoD CC SRG Impact Level 4 authorized. Authorization status is maintained within the FedRAMP Marketplace and/or DoD Cloud Service Catalog. As of the effective date of the Agreement, the parties anticipate that such authorizations will offer reciprocity with Cybersecurity Maturity Model Certification ("**CMMC**") levels one and three at a later date. Rackspace is currently self-assessed at CMMC maturity level three. Rackspace will use reasonable commercial endeavors to maintain the 130 practices and 3 processes currently required by CMMC maturity level three, and support Customer within the scope of the Services in their CMMC certification efforts. Customer accepts and acknowledges the CMMC landscape is rapidly evolving and requirements and obligations for both parties are likely to change. The parties agree to make each other aware of any developments in CMMC requirements in a timely manner, as they become known to that party.

1.2. Compliance Baseline. Notwithstanding anything to the contrary in the Agreement, the definition of "Compliance Baseline" within any applicable Product Terms incorporated in the Service Order shall mean the defined Cybersecurity Maturity Model Certification maturity level to which the Services are managed, as specified in the Service Order.

1.3. Termination for Customer's Convenience. In the event that Customer's prime contract with a Government End User requires a CMMC level that Rackspace acknowledges in writing cannot be achieved by the Services under this Service Order within 90 days, Customer may terminate only the Services directly affected on at least 30 days written notice to Rackspace. In the event of termination for convenience under this Section 1.3, Customer shall be liable to Rackspace for the value of all Services provided through to the effective date of termination, and for Rackspace's costs associated with the termination.

2. GOVERNMENT FLOWDOWNS. The following FAR and DFARS clauses shall apply to the Services only if included in Customer's prime contract with the Government End User for the end use of those Services. Except as set out in the US Public Sector Terms and in these CMMC Terms, no other FAR, DFARS, or other clauses shall apply unless agreed to by the parties in writing.

2.1. 52.204-21. Basic Safeguarding of Covered Contractor Information Systems (Jun 2016) applies if Government End User asserts Customer is processing, storing, or transmitting Federal Contract Information (FCI) in or from the Services**.**

2.2. 252.204-7012(b)(2)(ii)(D). Safeguarding Covered Defense Information And Cyber Incident Reporting, applies if the Government End User asserts Customer is processing, storing, or transmitting Controlled Unclassified Information (CUI) in or from the Services**.**

2.3. 252.204-7016. Covered Defense Telecommunications Equipment or Services – Representation (Dec 2019).

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2.4. 252.204-7018. Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Jan 2021).

2.5. 252.204-7020. NIST SP 800-171 DoD Assessment Requirements (Nov 2020).

2.6. 252.204-7021. Cybersecurity Maturity Model Certification Requirements (Nov 2020) applies if Customer's prime contract with the Government End User requires CMMC level one or level three. Customer shall notify Rackspace with at least 90 days written notice of Customer's intent to include the Services in such a contract and within one day of award of such a contract.