RACKSPACE DATAOPS

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Product Terms shall apply when Customer purchases Rackspace DataOps.

1. DEFINITIONS.

"**Alert**" means a notification automatically generated by an enabled Monitor once the Alert Threshold is reached.

"**Alert Threshold**" means a Monitor threshold at or beyond which an Alert is generated.

"**AWS Region**" means those geographical regions defined by AWS and found at the following URL (or such successor URL as Amazon may designate in the future): https://docs.aws.amazon.com/AWSEC2/latest/UserGuide/using-regions-availability-zones.html

"**Azure Region**" means those Azure regions defined by Microsoft found at the following URL (or such successor URL as Microsoft may designate in the future): https://azure.microsoft.com/en-us/global-infrastructure/regions/

"**Google Cloud Region**" means those Google Cloud Platform regions defined by Google and found at the following URL (or such successor URL as Google may designate in the future): https://cloud.google.com/about/locations/

"**Monitor**" means a check or metric on a service that captures an activity, performance or incident related to the service that is generated per pre-defined time interval

"PaaS" means Platform as a Service and refers to service offerings by Third Party Cloud providers that provide an entire stack from infrastructure to applications and data services managed by the Third Party Cloud provider

"**Pod**" means a shared team comprised of an engagement manager, a lead data architect, one or more data engineers and a business intelligence developer, all supporting a Customer pursuant to these Services.

"**REE Review**" means the monthly business review between Rackspace and Customer in which Pod provided Services for the previous month and the upcoming month are discussed and the REE Review Document is presented and updated.

"**REE Review Document**" means the status report document that is presented by Rackspace to Customer during the monthly REE Review.

"Region" means the AWS Region, Azure Region, and/or the Google Cloud Region, as applicable.

"Serverless" means a cloud computing execution model in which the Third Party Cloud provider allocates fractional machine resources on-demand providing the end user an API to execute self-contained code without access to infrastructure

"**Third Party Cloud**" means the applicable services identified in the "Supported Platforms" section of the Rackspace DataOps Service Description currently located at https://rackspace.com/information/legal/RackspaceDataOpsSD as they may be updated from time to time.

"**Third Party Cloud Account**" means an AWS account, an Azure subscription, and/or a Google Cloud Platform project, as applicable.

2. SERVICES. Rackspace DataOps is comprised of Rackspace Elastic Engineering for Data and, optionally, Data Pipeline Management. Data Pipeline Management is only available as an add-on to Rackspace Elastic Engineering for Data.

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2.1. Rackspace Elastic Engineering for Data

(A) Rackspace shall provide Customer with access to a Pod, which may be utilized by Customer to assist with the development of data-driven projects in the Customer's Third Party Cloud environment as identified in the Service Order, as directed by Customer and agreed by Rackspace. The following services are a sample of the capabilities offered by Rackspace Elastic Engineering for Data, however actual tasks, and the scheduling and prioritization of those tasks will be defined by Customer and Rackspace through creation of a backlog in Jira (Rackspace's project management system of record), or such other system as Rackspace may later designate:

(i) Data Strategy. Work with customer to prioritize new use cases according to business needs and solution complexity, define amendments to reference architecture, and create an implementation roadmap.

(ii) Data Platform Architecture. Continuous data platform architecture and engineering evolution of the customer environment focusing on improving performance and cost through continuous optimization and new features.

(iii) Data Lifecycle Automation. Expand and renew existing automation throughout the data lifecycle across production and sandbox environments, from ingestion of CI/CD pipelines for data pipeline and big data jobs, to schema updates and tiering of data.

(iv) Operational Excellence. Build and maintain monitoring, auditing, logging and tracking across all assets in the data platform architecture and provide continuous improvement to operational posture by helping reduce overall error rates and issues caused by operating data platforms at scale.

(v) Data Quality. Improve, validate and integrate tests into existing and new data transformations to help clean, prepare and maintain the quality of the data.

(vi) Data Security. Build and enhance security controls from ingestion to processing and storage at the data platform layer, with consideration of Role Based Access Controls, access permissions, data tokens, and building a governance framework to audit and review access to data sets.

(vii) Observability. Provide on-going advice and recommendations based on profiling current workloads and activities.

(viii) Schema & Performance Management. Manage metadata and data catalogs with change controls and performance management of data workloads and queries.

(ix) Runbooks. Create and update Customer-provided and Pod created runbooks to support managing, troubleshooting and remediating a Customer environment.

(B) Hours. Customer will have access to the Pod for the number of monthly hours purchased in the applicable Service Order. Unless stated otherwise, for US Customers, Pod resources are available Monday through Friday between 8 a.m. and 5 p.m. CDT/CST, excluding federal public holidays in the United States; for EMEA Customers, Pod resources are available Monday through Friday between 8 a.m. and 5 p.m. GMT/BST, excluding federal public holidays in the United Kingdom; and for ANZ Customers, Pod resources are available Monday through Friday between 8 a.m. and 5 p.m. AEST/AEDT, excluding federal public holidays in Australia. For APJ Customers, Pod resources are available Monday through Friday between 8 a.m. and 5 p.m. SGT, excluding federal public holidays in India.

(C) Named Engagement Manager. Rackspace will assign a named engagement manager to Customer that will facilitate long-range planning, prioritization, and overall relationship management with Customer.

(D) Named Lead Data Architect. Rackspace will assign a named lead data architect to Customer that will provide program level technical guidance and advice, co-develop data strategy and roadmap and best practices. The lead data architect leads the overall technical management with the Customer**.**

(E) Support Request Limitations. Rackspace reserves the right to reject a service request made pursuant to these terms if Rackspace determines, in its sole discretion, that Customer's Pod does not have adequate knowledge, skill, or training to support Customer's request in compliance with section 9.4 of these Product Terms. Notwithstanding the foregoing, Rackspace and Customer may mutually agree to permit use of Customer's purchased tier hours to train Customer's Pod to support Customer's request in full compliance with section 9.4. In the event of such mutual agreement, Rackspace will provide an estimate of hours necessary for Customer's Pod to provide the services within the requisite standard of care. Additionally, Rackspace may provide recommendations in accordance with section 9.3 to address a rejected request.

2.2. Data Pipeline Management:

(A) Services. Purchasing Rackspace Elastic Engineering for Data and purchasing Customer's Third Party Cloud infrastructure with Rackspace as the reseller are prerequisites to purchasing Data Pipeline Management. The following services are a sample of the capabilities offered by Data Pipeline Management:

(i) Data Pipeline Monitoring. Twenty-four hours per day, seven days per week, year-round monitoring and Alert resolution including triage and root cause analysis of data pipeline failures to maintain healthy movement of data within the platform based on Runbooks.

(ii) Data Operations Support. Twenty-four hours per day, seven days per week, year-round support for PaaS and Serverless data services focused on resolving and remediating issues and performing activities as outlined in the Runbooks.

(B) Monitoring Enablement. Rackspace will configure and enable Monitors on Customer's applicable Third Party Cloud services. During onboarding, Rackspace will provide a recommended Monitor list for setup and configuration. Rackspace will only support Monitors that may be enabled, configured, and managed using Rackspace tooling, resources and management systems. Each Monitor will have a set, pre-defined Alert Threshold. Rackspace may, in its sole discretion, deviate from the pre-defined Alert Threshold for a given Monitor upon Customer's written request. However, an Alert Threshold deviation requests that, in Rackspace's sole discretion, is determined unreasonable (e.g. would cause undue administrative burden or is outside the acceptable level of monitoring prescribed by industry standards) will be rejected under these Services, provided, however, that Customer may have the option to manage an elevated alerting posture through addition of other Rackspace provided Add-on Services (e.g. Advanced Monitoring and Resolution). Alert Threshold deviations will be documented in Customer's Data Pipeline Management Runbook.

(C) Alert Response. Rackspace will maintain a Customer specific Data Pipeline Management Runbook detailing pre-approved responses and resolution procedures for Alerts. Responses and resolution procedures for Alerts are standardized, out-of-the-box responses focused on modification of those system settings causing the Alert, and endeavor to ensure that the Third Party Cloud environment is operating within a known and stable configuration. Rackspace may, in its sole discretion and upon Customer Request, deviate from the standard Alert response, provided, however, that Customer works with Rackspace to ensure any such deviation is thoroughly detailed in Customer's Runbook.

(D) Escalations. Support will be based on Runbooks and provided by resources outside of Customer's Pod. Rackspace will escalate to Customer's Pod any Alerts or other operations arising out of Data Pipeline Management services that are not otherwise addressed in Customer's Runbook.

(E) Service Level Agreement

(i) Response Times. For Data Pipeline Management only, Rackspace shall provide an initial response to Alerts within the timeframe matching the assigned severity level identified in the below table. Rackspace may modify the severity level of an Alert if Rackspace determines, in its reasonable discretion, that the automatically generated Alert severity level is inaccurate.

Severity	Definition	Initial Response Time
Emergency	Business-critical system outage / extreme business impact. Ex: Operational pipelines feeding real-time systems with immediate business impact	15 minutes
Urgent	Business-critical system impairment / with significant business impact Ex: A key component of the Analytics stack, the pipeline, warehouse or BI service impact for end users of the applications or data	60 minutes
High	Production system impairment with moderate business impact. Ex: Jobs scheduled 6 hours and higher apart that fail and needs to be investigated and remediated	4 hours
Normal	Minimal business impact. Ex: User permissions requests, alerts with soft thresholds	12 hours
Low	Information only Alerts	24 hours

(ii) Remedy. If Rackspace fails to meet the initial response times in this section, Customer is eligible to request a credit of 5% of Customer's monthly recurring fee for the affected incident, up to 100% of Customer's monthly recurring Fee for Data Pipeline Management services in the applicable calendar month.

(iii) Credit Request. In order to receive a credit remedy under this section, Customer must request a credit through Customer's Rackspace provided support portal within seven days of the event giving rise to the credit remedy.

(iv) Eligibility. Customer is not eligible for a credit if the event giving rise to the credit occurred because of the unavailability of Customer's Third Party Cloud service or because of Rackspace's inability to access Customer's Third Party Cloud Services if such inaccessibility is caused by Customer or the Third Party Cloud provider. Customer is not eligible for a credit if Customer is in breach of the Agreement at the time of the event giving rise to the credit. Customer is not eligible for a credit during the onboarding phase of these Services.

3. CUSTOMER RESPONSIBILITIES. The following Customer responsibilities are necessary for successful completion of the Services. Should Customer fail to meet the obligations of this section, changes to cost, duration, and scope may be necessary. To the extent Customer's failure to meet its responsibilities under this section results in a failure or delay by Rackspace in performing its obligations, Rackspace will not be liable for such failure or delay**.**

3.1. Customer must assign a primary point of contact with whom Rackspace will interface. Customer's primary point of contact is responsible for ensuring Customer's compliance with the terms of the Agreement, and will:

(A) Have the authority to act on Customer's behalf in all aspects of the Services, including the authority to resolve conflicting requirements;

(B) Ensure that any communication between Customer and Rackspace is made via the appropriate engagement manager;

(C) Coordinate Customer's personnel schedules and resource allocation;

(D) Provide Rackspace with Customer's technical points-of-contact that have a working knowledge of relevant technical requirements;

(E) Ensure Customer resources participate in meetings, as required; and

(F) Review and approve all deliverables, as necessary.

3.2. Customer shall provide Rackspace timely responses and access to accurate and complete information relative to the Services, as reasonably requested, and such responses and information will be communicated to appropriate Rackspace personnel through the Rackspace portal or ticketing system, or as otherwise directed by Rackspace.

3.3. Customer will coordinate maintenance windows for affected systems with stakeholders and/or third parties, as necessary.

3.4. Customer will follow the Change Management procedure set out in section 6.1 for any desired changes to the scope.

3.5. Customer is responsible for its own data and applications, and the support of its end-users, stakeholders, or other third parties.

3.6. Customer will provide prompt agreement, approval, acceptance, consent, feedback, assistance, or similar action as requested by Rackspace, to facilitate all aspects of Service delivery, and such action will not be unreasonably delayed or withheld.

3.7. Customer must provide Rackspace with ongoing administrative access, via the Rackspace provided cloud control panel, to all Third Party Cloud Accounts covered by this Service.

3.8. Additional Customer obligations may be mutually agreed upon via the change management procedure identified in section 6.

3.9. Customer is responsible for compliance with all applicable data privacy laws and regulations and will use only secure methods, according to the applicable data privacy laws and regulations, when transferring or otherwise making Personal Information available to Rackspace.

4. MOBILIZATION.

4.1. Service Commencement. Unless otherwise notified by Rackspace, Customer's Services will commence following (i) return of an executed copy of Customer's Service Order to Rackspace, (ii) assignment of Pod resources, which may take up to ten Business Days, and (iii) Rackspace's good faith attempt to initiate of a kickoff call between Rackspace and Customer, which will be scheduled at a mutually agreed time following Service Order execution. If, within five Business Days of a request to initiate a kickoff call, Rackspace has not received the cooperation it deems reasonably necessary to commence Services, then Rackspace may, in its sole discretion, initiate setup of Customer within Rackspace's systems and begin billing for these Services. Following reasonable notice from Rackspace (but in no event less than five Business Days), if Customer has not provided requested cooperation in accordance with section 3, Rackspace may, without liability, reschedule service dates, and/or re-allocate Pod resources assigned to Customer, which may result in delay, additional cost to Customer, and/or modification to the scope of services provided pursuant to these Product Terms.

4.2. Initiation and Performance of Work. During the kickoff call, Rackspace will review Customer's business objectives and goals. On a regular basis thereafter, Rackspace and Customer will create and maintain a backlog of tasks to be completed by the Pod, and will establish acceptance criteria for each task. The tasks will be prioritized by Customer and Rackspace during regular meetings and tracked in Jira. Additionally, an REE Review will be conducted between Rackspace and Customer on a monthly basis.

5. COMPLIANCE FRAMEWORK. Rackspace does not provide compliance certification for any portion of the Customer Configuration. Rackspace makes no representation or warranty as to the compliance readiness of any portion of the Customer Configuration. Customer understands and agrees that compliance readiness is a system wide endeavor and may fail if a single aspect of the Customer Configuration is not compliant.

6. CHANGE MANAGEMENT.

6.1. Change Management. If Customer wishes to make changes or modifications to any task that has been agreed upon by Rackspace and Customer and subsequently documented, then Customer must notify Rackspace in writing, via ticket. Rackspace and Customer will discuss requested changes and/or modifications, and reprioritize the identified task during the next scheduled meeting, or such earlier time as the parties may mutually agree.

6.2. Acceptance & Rejection. During each REE Review, the Pod will identify the tasks previously completed. If an identified task meets the agreed acceptance criteria, then it will be marked complete. If the identified task does not meet the agreed upon acceptance criteria, it will be marked as incomplete and will be added to the backlog for later completion.

7. INTELLECTUAL PROPERTY. Any transfer of Intellectual Property that is contrary to the terms of the Master Services Agreement shall be void unless it is made in writing, conspicuously identifies the specific rights transferred between Rackspace and Customer, lists additional Fees for transfer of those rights, and is properly executed by an authorized representative of Rackspace and an officer of Customer.

8. THIRD PARTY SOFTWARE. Rackspace may provide Third Party Software for Customer's use as part of the Services and/or Deliverables, or to assist the delivery of the Services. Unless otherwise permitted by the terms of the applicable license, Customer may not: (i) assign, grant, or transfer any interest in Third Party Services or Third Party Software to another individual or entity; (ii) reverse engineer, decompile, copy, or modify the Third Party Software; (iii) modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Third Party Software; or (iv) exercise any of the reserved Intellectual Property rights provided under the laws governing the Agreement. Customer shall not be permitted to access, and shall permit Rackspace to remove, any Third Party Software which Rackspace installs solely to assist Rackspace's delivery of the Services. In the event Rackspace distributes to Customer, or otherwise provides for Customer use, any Open Source Software as part of the Services and/or Deliverables then such Open Source Software is subject to the terms of the applicable open source license. To the extent there is a conflict between the Agreement and the terms of the applicable open source license, the open source license shall control.

9. DISCLAIMERS & EXCLUSIONS.

9.1. Regional Exclusions. Rackspace may be prevented from providing Services in certain Regions. If Customer has a question as to availability of the Services in a specific Region, Customer will contact Rackspace support.

9.2. Generally. Anything not otherwise agreed between Rackspace and Customer in these Product Terms, the REE Review Document, the JIRA backlog, or in Customer's Service Order is out of scope for the Services.

9.3. Out of Scope Tasks. If Customer requires implementation of a task that is out of scope for or cannot otherwise be met by these Services, but is still within Rackspace's broader capabilities, Rackspace will work with Customer to identify other Rackspace products or service offerings which may address Customer's need.

Any additional agreement for those Services will be above and beyond the terms of this agreement. Rackspace does not guarantee it will be able to address all service requests made by Customer.

9.4. Standard of Care. The Pod is comprised of experienced data architects and data engineers with cloud specific expertise. Performance of these Services will be consistent with a person having the same knowledge, skill, training, and care in the same or similar circumstance. Subject to the limitations in section 2.1(E), if the personnel comprising Customer's Pod fail to perform in a manner consistent with this section, upon the agreement of both parties, Rackspace will reperform the Services at no additional cost to the Customer. This is Customer's sole and exclusive remedy for Rackspace's failure to meet the standard of care set out in this section.

9.5. Duration. Any project duration provided by Rackspace is only an estimate, is provided as a courtesy to Customer, and is not a warranty or a guarantee of completion time. Estimated project duration is based on the complexity of all engagements comprising Customer's Services and Customer's available balance of monthly hours. Changes to any engagement workstream and/or monthly hours availability may alter project duration.

10. FEES & SERVICE CHANGES.

10.1. Fees. Unless otherwise stated in the Service Order, Customer shall be invoiced in arrears, on a monthly, recurring basis, in accordance with the tier identified in Customer's applicable Service Order, or as modified by a tier schedule. Each tier corresponds to the total number of hours Customer may use in a given month with its assigned Pod. Hours are only sold in tiers and may only be purchased by selecting the corresponding tier in Customer's Service Order. Hours not consumed during the applicable monthly period do not accrue, cannot be used for any subsequent period, and are forfeit. Customer is not entitled to any cash, credit, or other compensation, or item of value for forfeit hours.

10.2. Upgrades & Downgrades. Customer may request an upgrade to a higher tier at any time, and such upgrade will be effective beginning on the first day of the second full calendar month after Customer's upgrade request. Customer may not request downgrade to a lower tier within 30 days of a tier upgrade taking effect. Any notice received within this 30-day downgrade moratorium will be considered received on the 31st day following downgrade, and downgrade will be effective beginning on the first day of the second full calendar month after a request is considered received. Tier change requests must be communicated to Rackspace via ticket submitted through the Rackspace provided customer portal. Notwithstanding the foregoing, Customer cannot downgrade its applicable Tier for the first 90 days of its Services.

10.3. Tier Hours Consumption. Tier hours consumed by Customer each month will be tracked in real time as Rackspace provides Services, rounded up to the nearest minute; however, usage reports provided to Customer will be rounded to the nearest hour. Tier hours are consumed by the Pod on a per-capita basis, thus simultaneous use of more than one Pod resource will have a multiplier effect on actual tier hours consumed. By way of example, if three Pod resources are engaged with Customer during an REE Review, actual tier hours consumed during that meeting will be three times the length of that engagement.

11. TERM & TERMINATION. The Initial Term for these Services shall be identified in Customer's applicable Service Order, and thereafter shall renew in accordance with the terms of Customer's Agreement; provided, however, that. Customer may not terminate these Services for 90 days' following Service commencement. Notice of Termination must be given at least 60 days prior to the effective date of termination and must be conducted in accordance with the notice requirements of Customer's Agreement. If notice of termination is given mid-month, such termination shall be effective 60-days from the end of the month in which the notice of termination is given.

12. RACKSPACE PUBLIC CLOUD TERMS. By creating a Rackspace account for these Services, Customer shall have the ability to use the Rackspace Cloud Services through the Rackspace provided cloud control panel. By making use of any Rackspace Cloud Services, Customer automatically agrees to the Rackspace Cloud Terms of Service, a copy of which can be found at: http://www.rackspace.com/information/legal/cloud/tos. Rackspace Cloud Services shall be invoiced separately from Customer's Services Fees. For avoidance of doubt, Customer's use of these Services is not subject to the Rackspace Cloud Terms of Service.