RACKSPACE RESOLD APIGEE

In addition to any other applicable terms and conditions, these Product Terms apply when Customer purchases Apigee Services from Rackspace.

1. ADDITIONAL DEFINED TERMS

"**Anthos**" means the Google Anthos products further described at the following URL: https://cloud.google.com/terms/services or such other URL as Google may provide, as may be updated by Google from time to time.

"**Apigee Products**" means only those Apigee products and/or services described at the following URL http://cloud.google.com/terms/services or such other URL as Google may provide, as may be updated by Google from time to time.

"**Documentation**" means, for the sake of the Apigee Products, the Apigee Products documentation described at the following URL: https://docs.apigee.com or such other URL as Google may provide and as may be updated by Google from time to time; and for the sake of other Google Services and/or Google Software the Google documentation described at the following URL: https://cloud.google.com/docs/ or such other URL as Google may provide and as may be updated by Google from time to time.

"**Emergency Security Issue**" means either: (a) Customer or its end users' use of the Services in violation of the Google AUP, which could disrupt the Google Services, a third parties' use of the Google Services; or the Google network or servers used to provide the Services; or (b) unauthorized third-party access to the Services.

"**Google AUP**" means the acceptable use policy for the Google Services described at the following URL: https://cloud.google.com/cloud/terms/aup or such other URL as Google may provide, as may be updated by Google from time to time.

"**Google Service Terms**" means the terms that are specific to each Google Service at: https://cloud.google.com/terms/service-terms or such other URL as Google may provide, as may be updated by Google from time to time.

"**Google Services**" means the services provided by Google for resell by Rackspace, presently identified at the following URL: https://cloud.google.com/terms/services or any successor URL provided by Google, as may be updated by Google from time to time.

"**Google Software**" means any downloadable tools, software development kits, or other proprietary computer software provided by Google in connection with Google Services, that may be downloaded by Customer, and any updates Google may make to such software from time to time.

2. LICENSE. Provided Customer complies with the terms of the Agreement, including timely payment of all applicable Fees, Rackspace will provide those Apigee Products identified in the applicable Service Order to Customer in accordance with the terms of the applicable Service Order and these Product Terms. Customer's use of Google Solutions is subject to the Google AUP and the applicable Google Service Terms, which shall be effective without signature. Customer releases Rackspace from all liability arising out of or in connection with the Google Services and/or Google Software, and Google's provision, management, administration, and operation of the Google Services and/or Google Software and Google's exercise of its rights in the Google AUP and Google Service Terms, and Customer's breach thereof. Notwithstanding anything to the contrary, for purposes of calculating Rackspace's liability under the Agreement, the Google Services and/or Google Software are excluded from the

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definition of “Services,” and Fees for Google Services and/or Google Software are excluded from any limitation on damages calculation. Customer acknowledges that Google and Rackspace are independent contractors and Rackspace is not an agent of, partner of, or in a joint venture with Google. Google Services and Google Software were developed solely at private expense and are commercial computer software and related documentation within the meaning of the Federal Acquisition Regulations.

3. SERVICE.

3.1. Features of the Apigee Product will be in accordance with the applicable pricing plan (presently found at the following URL: https://cloud.google.com/apigee/pricing) purchased by Customer, or as otherwise designated in Customer’s Service Order.

3.2. The Apigee Products are provided to Customer on an as-is and as-available basis, without support, except as otherwise specifically set out in Customer’s Service Order. As between Rackspace and Customer, no SLAs apply to these Services. Any Google obligation to provide credits or any other out-of-pocket monetary payments or incentives do not apply to the Apigee Products.

4. RESTRICTIONS.

4.1. Apigee Hybrid Anthos Entitlement. Any Anthos entitlements sold to Customer pursuant to an applicable Service Order are restricted to running and operating Apigee hybrid. Use of Anthos for any other purpose or in excess of the entitlement at https://cloud.google.com/apigee/docs/api-platform/reference/spec-sheets require a separate Anthos subscription by Customer. Without limiting the forgoing, Rackspace reserves the right to issue additional invoices to Customer in arrears if Customer’s usage of Anthos exceeds the entitlement. Any additional usage will be charged at Rackspace’s then-current list prices. Notwithstanding anything to the contrary in the Agreement, upon termination of an applicable Service Order, Google Services and Google Software that are part of Apigee hybrid or Anthos will no longer be available to Customer.

4.2. Anthos Software. Customer must download any Google Software for Anthos directly from a Google-provided URL.

4.3. Distribution Compliance. Customer must comply with all distribution instructions specified by Rackspace and/or Google in relation to these Services.

4.4. Apigee Edge. With regard to Apigee Edge only, Customer acknowledges that Apigee Corporation, a Google Group entity, uses the following third party (“**Infrastructure Provider**”), which provides infrastructure services for the Services and has a corporate location in the United States: Amazon Web Services, Inc. Nothing in the Agreement provides Customer access to the Infrastructure Provider’s premises.

4.1. No Resell. Customer is not permitted to resell, lease, rent, sublicense, timeshare, or otherwise transfer any interest in or to the Google Services (including Apigee Products) and/or Google Software. Customer is prohibited from selling, transferring, providing, or sublicensing Customer’s Rackspace or Google Services account credentials to any other party (except for providing access to agents and subcontractors performing work on Customer’s behalf).

4.1. Documentation. Customer agrees that Customer’s use of the Anthos Products, Google Services and Google Software is and will remain in compliance with the Documentation.

4.1. Suspension. Rackspace or Google may suspend, without notice or liability, Customer’s use of the Google Services and/or Google Software if: (i) Rackspace reasonably believes that Customer Data or Customer’s use of Apigee Products, Google Services, and/or Google Software violates the Google AUP; (ii) requested by Google based on Google’s determination that Customer’s use of the Apigee Products, Google Services, and/or Google Software is in violation of the Google AUP; (iii) there is an Emergency Security Issue. In the event of an Emergency Security Issue, suspension shall be limited to the minimum extent believed required, and of minimum duration required, to prevent or resolve the Emergency Security Issue.

5. FEES.

5.1. Payment & Invoicing. Notwithstanding anything to the contrary in the Agreement, Fees for Apigee Products are payable annually, in advance, with the first annual payment due immediately following Customer's execution of the applicable Service Order. Additional Fees are payable to Rackspace upon invoice. Annual Fees for the Apigee Products are as identified in the applicable Service Order. Unless otherwise provided by law, Fees for Apigee are nonrefundable.

5.2. Not Applicable for Spend Commitments. Fees paid to Rackspace or Google for or in relation to the Apigee Products do not apply to offset any customer-specific spending commitments for Rackspace Services or Google Services and/or Google Software.

5.3. API Calls and Other Additional Fees. Customer will receive an initial annual entitlement for the number of API calls and data transferred through the network, as specified in the Service Order. If Customer exceeds its allotment of applicable API calls (combined production and non-production), Rackspace will invoice Customer for each additional 'API Call Pack', as further detailed in the Service Order. API calls included in an API Call Pack that are not used in the applicable annual period for which they are purchased may not be carried over to future periods. Customer may review its API call usage amounts through reporting tools. If Customer exceeds the applicable network data entitlements, Customer will pay additional annual Fees based on its consumption rate as described at the following URL: https://cloud.google.com/vpc/network-pricing#lb (or such other URL as Google may provide and as may be updated by Google from time to time) and at prices detailed in the Service Order. Additional overage Fees may be issued either immediately or at the end of each annual period in which the additional Fees are accrued.