CLOUDFRONT DISCOUNT TERMS

In addition to any other terms and conditions of Customer's Agreement with Rackspace, the terms of this CloudFront Discount Addendum ("**Addendum**") apply if Customer receives a discount on CloudFront services provided by Rackspace. This Addendum applies only to Amazon CloudFront pricing for Eligible Accounts during the Addendum Term. The pricing described in this Addendum may not be combined with any other discount or promotion. If pricing for a geographic region or a CloudFront product or service is not included in this Addendum, Standard Fees (as defined herein) will apply. All prices and dollar values in this Addendum are in U.S. dollars.

1. ADDITIONAL DEFINITIONS. All capitalized terms used in this Addendum have the meanings set forth in the Agreement or the AWS Site, unless otherwise defined in this Addendum. As used in this Addendum, 1 EB equals 1024 PB; 1 PB equals 1024 TB; 1 TB equals 1024 GB; 1 GB equals 1024 MB; 1 MB equals 1024 KB; and 1 KB equals 1024 bytes.

"**Addendum Term**" means Initial Term of the Service Order pursuant to which this discount is provided, and any successive Renewal Term agreed between Rackspace and Customer.

"**AWS Site**" means http://docs.aws.amazon.com/AmazonCloudFront/latest/DeveloperGuide/billing-and-usage-interpreting.html or such other site as AWS may provide and as may be updated by AWS.

"**Data Transfer Out to Internet**" means Amazon CloudFront regional data transfer out to internet.

"**Discounted Pricing**" means the price per GB for Data Transfer Out to Internet described in **Table 1** and the price for Amazon CloudFront GET Requests described in **Table 2**, as applicable.

"**Eligible Accounts**" means the AWS Account(s) created under or migrated to a Rackspace account pursuant to an applicable Service Order, and which must be attached to a master payer account defined by Rackspace.

"**Standard Fees**" means the current, publicly available, on-demand pricing for Amazon CloudFront provided by AWS, without modification by this Addendum.

2. PRICING.

2.1. During the Addendum Term, pricing for Data Transfer Out to Internet from edge locations in the geographic regions listed in **Table 1** will be the Discounted Pricing. Pricing listed in Table 1 should take effect within 5 business days following start of the Addendum Term.

Table 1: Discounted Pricing for Data Transfer Out to Internet

Geographic Region	Cost Per GB:
United States and Mexico	$0.060
Canada	$0.060
Europe and Israel	$0.060
Singapore, Malaysia, South Korea, Taiwan, Hong Kong, Philippines, and Thailand	$0.100
Japan	$0.090
South America	$0.090
Australia and New Zealand	$0.090
India	$0.080
South Africa and Kenya	$0.100
Middle East	$0.100

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2.2. Pricing for RTMP. During the Addendum Term, notwithstanding section 2.1, pricing for RTMP Regional Data Transfer Out to Internet in the geographic regions listed in **Table 1** will be the applicable Discounted Pricing for such geographic regions, plus $0.03 per GB.

2.3. Pricing for Amazon CloudFront GET Requests. The price for Amazon CloudFront GET Requests will be charged to Customer at the price listed in **Table 2** per 10,000 Amazon CloudFront GET Requests. Amazon CloudFront GET requests refer to all HTTP/HTTPS GET requests (excluding any Proxy Requests) made to Amazon CloudFront. Details on what usage is considered an Amazon CloudFront GET Request within Amazon CloudFront is currently available at the AWS Site.

Table 2: Discounted Pricing for HTTP/HTTPS GET Requests

Geographic Region	Cost Per 10,000 HTTP GET Requests:	Cost Per 10,000 HTTPS GET Requests:
United States and Mexico	$0.0053	$0.0070
Canada	$0.0053	$0.0070
Europe and Israel	$0.0063	$0.0084
Singapore, Malaysia, South Korea, Taiwan, Hong Kong, Philippines, and Thailand	$0.0063	$0.0084
Japan	$0.0063	$0.0084
South America	$0.0112	$0.0154
Australia and New Zealand	$0.0063	$0.0088
India	$0.0063	$0.0084
South Africa and Kenya	$0.0063	$0.0084
Middle East	$0.0063	$0.0084

3. OTHER CONTENT DELIVERY SERVICES. Customer will not use Amazon CloudFront as an origin server to deliver content to a non-AWS content delivery service. Notwithstanding anything in this Addendum, at Rackspace's option, Standard Fees will apply to Customer's use of Amazon CloudFront for any month that Customer fails to comply with this section.

4. PAYMENT. Unless otherwise specified in this Addendum, Customer shall pay Rackspace all fees for use of Amazon CloudFront and other amounts due under this Addendum in U.S. dollars via direct debit or wire transfer and in accordance with the payment terms of the Agreement. All payment obligations under this Addendum will survive expiration or termination of this Addendum. Rackspace shall invoice Customer for all payments due under this Addendum.

5. TERM; **TERMINATION.**

5.1. Term. The term of this Addendum is the Addendum Term. Rackspace may remove the discounts provided under this Addendum at any time following expiration of the Addendum Term.

5.2. Termination. Either party may terminate this Addendum for cause if the other party materially fails to meet its obligations under this Addendum and fails to remedy such failure within 30 days of receiving written notice describing such failure. Notwithstanding the foregoing, Rackspace may terminate this Addendum if the pricing identified in section 2 is no longer made available to Rackspace by AWS. In the event of termination pursuant to the foregoing sentence, Rackspace will provide Customer with no less than seven days' prior notice. In lieu of termination, Rackspace may offer to renegotiate the pricing under section 2 with Customer, if such option is available to Rackspace.

6. CONFIDENTIAL INFORMATION. The terms of this Addendum and the pricing contained within it are Confidential Information within the meaning of the Agreement.