LEARN2EARN CREDIT TERMS

Capitalized terms used but not otherwise defined in this agreement shall have the meaning given them in the Optimizer for AWS Product Terms (presently found at the following URL: https://www.rackspace.com/information/legal/optimizer-aws) and the Rackspace Master Services Agreement (https://www.rackspace.com/information/legal/msa), as those terms may be periodically updated by Rackspace

1. ADDITIONAL DEFINED TERMS.

"**Designated Account**" means the AWS account, identified in Customer's Service Order, to which Learn2Earn Credits are disbursed and within which they may be applied.

"**Eligible Services**" means all AWS Services used in Eligible Regions (meaning the AWS regions and locations listed at https://aws.amazon.com/about-aws/global-infrastructure/regions_az/?p=ngi&loc=2) under the Designated Account; except the Services listed at https://ineligibleserviceslist.s3.amazonaws.com/s3.amazonaws.com/Ineligible+Services.pdf (provided that AWS may only add a AWS Service to this list within 30 days after such AWS Service is made generally available to the public).

"**Eligible Spend**" means fees paid by Customer for qualifying AWS instructor led trainings under each monthly Rackspace invoice, less any taxes, expenses, discounts, or other offsets.

"**Qualified Instructor Led Training**" means AWS provided training and certification courses.

2. TRAINING SERVICES. AWS shall provide, and Customer agrees to pay for, the training services set out below ("Training Services"), plus applicable fees and any additional fees resulting from a class size increase. Training Services are subject to the terms outlined in this Service order and the AWS Customer Agreement (available at http://www.aws.amazon.com/agreement) as may be updated by AWS, or other written agreement, governing Customer's use of the AWS Services (collectively, the "AWS Agreement"). AWS may cancel remote Training Services on at least 14 days' notice prior to the start date and may refund or reschedule at a mutually agreeable date at AWS's discretion.

3. LEARN2EARN CREDITS.

3.1. This program is subject to the AWS Service Terms (available at http://aws.amazon.com/serviceterms) and in the event of conflict between the AWS Service Terms and these Product Terms, these terms shall control as between Customer and Rackspace. Learn2Earn Credits are "Promotional Credits" as defined by and subject to the applicable Terms and Conditions for AWS Credits found here: https://aws.amazon.com/awscredits/.

3.2. Promotional Credits under this Learn2Earn program ("**Learn2Earn Credits**") are calculated monthly by AWS based on Customer's completion of Qualifying Instructor Led Trainings, meaning a (i) private instructor-led training offered by AWS and purchased through Rackspace (excluding always public and third-party training courses); (ii) delivered through in-person or virtual classes; (iii) scheduled with the Learn2Earn ID Number set out in Customer's applicable Service Order; (iv) that is delivered after execution by Customer of an applicable Service Order and Rackspace's acceptance of AWS's terms governing Customer's participation in the Learn2Earn program, in the United States (or in such other locations approved in writing by AWS); (v) attended by at least ten Customer employees per class; and (vi) for which Customer has paid in full. For every $1 of Eligible Spend, AWS shall apply $1 in Learn2Earn Credits up to $500,000 to the Designated Account. AWS is responsible for the validation, approval, and disbursement of Learn2Earn Credits to the Designated Account in its sole and absolute discretion. For the sake of clarity, any Rackspace service Fees incurred by Customer as a result of Rackspace administering the Learn2Earn Credits on Customer's behalf are not and will not be counted toward Eligible Spend.

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3.3. Learn2Earn Credits may be applied by Customer as a discount against fees for use of Eligible Services beginning with the invoice covering each Learn2Earn Credit disbursement date. Learn2Earn Credits are not combinable with other discount programs on the same AWS invoice. Learn2Earn Credits are valid for one year from the applicable disbursement, after which they are forfeit, null, and void.

3.4. Customer may terminate its participation in this Learn2Earn program at any time by notice in writing to Rackspace. Customer's Eligible Spend shall be calculated based on Qualifying Instructor Led Trainings delivered up to and including the termination date. Any Learn2Earn Credits for which Customer is eligible at such time based on that calculation shall be disbursed by AWS to the Designated Account; and any disbursed, unused, and unexpired Learn2Earn Credits shall continue to be applied to accrued Eligible Service fees, as set out above. AWS may terminate Customer's participation in this Learn2Earn program if Customer fails to comply with the Agreement (including these terms) and/or the AWS Agreement. Customer's eligibility for Learn2Earn Credits shall automatically terminate upon any termination of Customer's AWS Agreement or the Agreement with Rackspace, Customer shall receive no further Learn2Earn Credits and any unused Learn2Earn Credits that have been disbursed to Customer shall be forfeit, null, and void. Unless otherwise mutually agreed, AWS shall give Rackspace sixty days' notice of any decision to terminate this Learn2Earn program. Following such notice of termination, any Learn2Earn Credits for which Customer is eligible during the notice period shall continue to be calculated and disbursed to Customer as set out in these terms. Any Learn2Earn Credits for which Customer is eligible at such time, based on that calculation, shall be disbursed to Customer, and any disbursed, unused, and unexpired Learn2Earn Credits shall continue to be applied to fees for the use of Eligible Services as set out in these terms for so long as permitted under the Learn2Earn program.