RACKSPACE MODERN OPERATIONS
MODERN OPS | DB OPS | DATA & AI OPS PRODUCT TERMS

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Product Terms shall apply when Customer purchases Rackspace Modern Operations Services at any of the respective Services classes (or any of the Add-On Services) described herein, Modern Operations, Cloud Database Operations, or Modern Operations for Data & AI (individually, "**Modern Ops"**, "**DB Ops**", or "**Data & AI Ops**" and collectively or generally, "**Modern Operations**", "**MO**" or the "**Services**").

1. ADDITIONAL DEFINED TERMS.

"Add-On Service(s)" or "**Add-On(s)**" means additional products and services Customer may purchase from Rackspace, which enhance, add to, or modify the services and deliverables Customer receives from Rackspace.

"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.

"**Covered Environment**" means the Third Party Cloud Account and/or Customer Configuration identified in Customer's Service Order as within scope of Customer's Modern Operations Services.

"Common Task Library" means the Rackspace-maintained library of common tasks associated with Third Party Cloud Services and the applicable timeframes for performance and resolution, as may be updated by Rackspace and as presently located at: https://docs.rackspace.com/docs/modern-operations-resolution-sla.

"Cloud Service Offering" means the Optimizer+, Optimizer+ Platform Support, and/or Platform Essentials Service provided by Rackspace.

"**Datadog Monitoring Agent**" means the Datadog open-source agent-based monitoring tool, presently located at https://github.com/DataDog/datadog-agent.

"Elastic Engineering Services or **"EE"** means the Rackspace Elastic Engineering Services offering, which Rackspace provides to Customers via a shared resources team to innovate, evolve, and remediate the infrastructure and engineering of its Third-Party Cloud.

"Expertise Catalog" means the Rackspace documentation identifying and describing the Third-Party Cloud Services for which support is provided via Rackspace Modern Operations (e.g., AWS Athena, AWS CloudFormation, Microsoft Azure Active Directory, Azure SQL), as provided with Customer's Service Order (and/or available in the Customer portal and/or made available to Customer upon request), which may be updated by Rackspace.

"**Lead Database Engineer**" means the MO Premium role, applicable to the Database Operations and Data & AI Services classes, as described in section 4.4.

"**Lead Engineer**", or "**Enterprise Support Engineer**" means the MO Premium role, applicable to Modern Operations, as described in section 4.3.

"Monitor" means the following Third-Party Cloud provided monitoring tools, as applicable to Customer's particular environment: GCP Cloud Monitoring; AWS CloudWatch, AWS Eventbridge, and CloudWatch Synthetics; and Azure Monitor – Metrics, Azure Monitor – Log Analytics, and Application Insights – Web Availability Test.

© 2025 Rackspace US, Inc. – Global Product Terms – 10 July 2025 Revision – OT# 60143

"**No-Resale Region**" means the Kingdom of Saudi Arabia.

"**Project-based**" refers to services with pre-defined goals, objectives, outcomes, and/or deliverables with a fixed duration, or with projected commencement date and/or projected end date.

"**Rackspace Passport**" means the tool used by Rackspace to securely access Customer's Third Party Cloud Account.

"Service Agent" means the software agent utilized to facilitate these Services and installed on Customer's applicable virtual machines.

"**SLA**" means the service level agreement, which defines the performance standards and remedies applicable to a specific aspect of the Services.

"Third Party Cloud" means an Amazon Web Services, Microsoft Azure, Google Cloud Platform services, or other third-party cloud services provider, as applicable.

"Third Party Cloud Account" means an AWS account, an Azure subscription, a Google Cloud Platform project, or other third-party cloud services provider account, as applicable.

"VM" means virtual machine.

2. OVERVIEW. Each of the respective Modern Operations Services classes provide around-the-clock, phone and ticket-based support for Customer's Third-Party Modern Operations. All Services classes are purchased with a tier-based consumption model, with an allocation of support hours each month based. Upgrades, downgrades and additional ordering terms for Modern Operations are as described in section 6.

3. CUSTOMER OBLIGATIONS & AUTHORIZATIONS.

3.1. Third Party Cloud Authorizations. As required by Rackspace to provide the Services, Customer must provide Rackspace with ongoing administrative access to all applicable Third-Party Cloud Accounts.

3.2. Azure Lighthouse Deployment & Management. For Customers with Azure environments, Customer authorizes Rackspace to implement Azure Lighthouse for cross-tenant management of Customer's Azure resources, which is required for service delivery. This includes delegating resource management permissions to Rackspace for applicable subscriptions/resource groups and accepting Rackspace's managed service provider offer. Rackspace will maintain three permanent roles (Reader, Billing Reader, Support Request Contributor) and implement Privileged Identity Management (PIM) for temporary elevated permissions with just-in-time access (maximum 8-hour activations), multi-factor authentication, and full audit logging. Customer retains complete control to revoke access at any time through the Azure portal, acknowledges that disabling Azure Lighthouse may prevent service delivery, and agrees not to modify configurations without coordination. All actions are logged in Azure Monitor for Customer's review.

3.3. General Responsibilities. Customer shall provide Rackspace with all cooperation and information required to setup, maintain, and manage the environment and all required assistance, in a timely manner, which may include points of contact, configuration data, credentials required to access the environment at the required level (i.e., system level, root level, etc.), and coordination of maintenance windows. Additionally, Customer will assist with validation of the implementation, and will provide permission to create test environments, if required.

3.4. Technical Contact. The Customer shall designate a named technical contact with adequate expertise and knowledge in all technical aspects of the Customer's Third Party Cloud Accounts. The designated Customer contact will be responsible for providing necessary information and access, as well as cooperating, collaborating, and facilitating the delivery of services with Rackspace throughout the service term.

3.5. Technical Requirements. Customer will not require VPN or jump host to access the Covered Environment. Database administrators will use Rackspace Passport (and/or other Rackspace Tooling) to access the customer environment. For Database Operations and Data & AI Operations, Customer shall install the Datadog Agent for monitoring of Covered Environment, as required per the pre-sales scoping, as indicated in section 12.4.

3.6. Racksapce Portal. Customer will use the Rackspace Customer Portal and ticketing system.

3.7. Rackspace Obligations. To any extent that Customer does not meet the obligations described in this section 3, Rackspace is excused from its dependent obligations and Rackspace may invoice Customer to the extent of any additional costs or expenses. If the required access is not provided, then Rackspace shall not be responsible for any delay, non-performance, or substandard performance, and Rackspace may suspend these Services to the extent that Rackspace is unable to provide all or part of these Services. Any delay caused by Customer or any suspension described herein shall not delay the commencement of the Service term or relieve Customer of its payment obligations.

4. SERVICES DESCRIPTION. Rackspace shall provide the Modern Operations Services, as described in this section 4 for each of the respective Modern Operations Services classes, and as stated in Customer's Service Order.

4.1. Modern Operations Services (All Services classes).

(A) Resources. Customers of Modern Operations will receive a number of monthly Services' hours (based upon the pricing tier as described in section 6. Customers will have access to an account manager, and, for qualified Customers and/or orders, a named technical account manager ("**TAM**") will be made available as well.

(B) Expertise Catalog Services. Rackspace will provide operational support for Third Party Cloud Services identified in the Expertise Catalog as within the scope of Modern Operations, in accordance with, and subject to, the Services descriptions and limitations in the Expertise Catalog.

(C) OS, Backup, and Patch Management. Rackspace will collaborate with Customer to define backup and patching requirements and configure accordingly with use of the services and features provided by (or native to), the Third Party Cloud.

(D) Cloud Native Security. Rackspace will utilize (Third Party Cloud) cloud-native monitors and tools to enhance the security of Customer's cloud-native environment.

(E) Monitoring, Response, and Incident Management. To enhance observability, Rackspace will configure, enable, and support Monitors on Customer's applicable Third-Party Cloud environment, using the applicable Third-Party Cloud native tooling and Rackspace management systems. Rackspace will leverage proprietary tooling to reduce manual intervention and accelerate incident response time. Monitors will have set, pre-defined Alert Thresholds, and Rackspace will maintain a Customer-specific runbook detailing pre-approved responses and resolution procedures for Alerts.

(F) VM Management Services. When required, Rackspace will assist Customer with deployment of Software Agents, access to applicable APIs for patch management, access to a user interface, and initial setup of patching groups (including tagging), maintenance windows and patching baselines. Modern Operations Services will provide ongoing support to Customer for addition and/or modification of patch group tags, maintenance windows, and patch baselines.

4.2. Database Operations Services. For Customer's with Database Operations, Rackspace support for Customer's database estate shall additionally consist of creating new databases, problem support, configuration management, and support for maintaining the health and performance of the organization's databases, and Rackspace shall provide the following services:

(A) Database Auditing. Assistance with configuring and customizing database native auditing features to help customers meet objectives and find issues.

(B) Database Health Checks. Comprehensive database health check for production database instances, which consists of assessment of performance metrics, database growth metrics, upgrade potential, security vulnerabilities, etc., on a quarterly basis.

(C) Best Practices Consultation. Keeping track of the latest database technology changes, bug fixes, version updates, implementation details, etc., and providing applicable guidance and recommendations to Customer.

(D) Long-term Database Planning. Advising Customer on database planning topics, i.e., database capacity management, maintenance plans, version upgrades, and disaster recovery planning, etc.

(E) Request Management. Database Operations includes the performance of tasks and the management of requests necessary to maintain the databases, per the scope of the Services as defined in the Expertise Catalog.

(F) Change Management. Database Operations personnel will execute deployments using the change management process and will collaborate with cross-functional teams and stakeholders to perform database object deployments per the agreed-upon deployment runbooks.

(G) Problem Management. Database Operations personnel will adhere to problem management process aimed at preventing recurring issues and shall assess major incidents (i.e., P1 and P2), that impact the business to determine the root causes, and to identify corrective and preventative actions.

(H) Database Backup, Restoration, Recovery, and Patch Management. Database Operations personnel will collaborate with Customer to define backup, restore, and patching requirements, and configure accordingly, with use of the services and features provided by (or native to), the Third Party Cloud, and the database solution provider.

4.3. MO Premium, Modern Operations; Lead Engineer. For Modern Operations Services, Modern Operations Premium is offered as an Add-On Service or as a standalone offering. Modern Operations Premium provides a named Lead Engineer to provide ongoing support and cloud development activities on an ongoing basis, as mutually agreed between Customer, subject to the following:

(A) Dedicated or Shared Resource. The Services are provided by a fully dedicated Lead Engineer, if specified in Customer's Service Order. Otherwise, Customer's Lead Engineer is a shared resource, and the number of hours (and the extent of sharing with other customers) will be determined by the support tier selected in the Service Order.

(B) Availability. The Lead Engineer shall be available for support requests on an on-call basis, in the time zone from which the Lead Engineer is providing the Services.

(C) Requesting Services. To request Lead Engineer Services, Customer must submit a ticket request through the Rackspace customer portal or call the Rackspace support team.

(D) Support Requests. Support requests to the Lead Engineer (as might originate for all customers) are prioritized on a first come, first served basis, and response times for Lead Engineer Services are not subject to any SLA.

(E) Hour Tracking. Lead Engineer consumed hours are tracked separately from the general consumption of the Services and do not carry over and cannot be shared, combined, or otherwise merged with standard Modern Operations hours.

4.4. MO Premium, Database Operations, and Data & AI Operations - Lead Database Engineer. For Database Operations and Data & AI, the Lead Database Engineer is provided solely as an Add-On Service (and not available as a standalone offering). Customers of Modern Operations for Databases and Modern Operations for Data & AI have the option to purchase tiers of hours for Lead Database Engineer. The Lead Database Engineer can provide support and cloud development activities on an ongoing basis, as mutually agreed between Customer, subject to the following:

(A) Dedicated or Shared Resource. The Services are provided by a fully dedicated Lead Engineer, if specified in Customer's Service Order. Otherwise, Customer's Lead Database Engineer is a shared resource, and Customer's number of hours (and the extent of sharing with other customers) will be determined by the support tier selected in the Service Order.

(B) Availability. The Lead Database Engineer shall be available for support requests on an on-call basis, in the time zone from which the Lead Database Engineer is providing the Services. Lead Database Engineer services unless otherwise indicated in the Service Order, are delivered from India.

(C) Requesting Services. To request Lead Database Engineer services, Customer must submit a ticket request through the Rackspace Customer portal.

(D) Support Requests. Support requests to the Lead Database Engineer (as might originate for all customers) are prioritized on a first come, first served basis, and response times for Lead Database Engineer services are not subject to any SLA.

(E) Hour Tracking. Lead Engineer consumed hours are tracked separately from the general consumption of the Services and do not carry over and cannot be shared, combined, or otherwise merged with standard Modern Operations hours.

5. SERVICES LIMITATIONS.

5.1. Out of Scope. Rackspace will provide only the Services described in section 4, as per the Services class and options indicated in the Service Order, and for the Covered Environment specified in the Service Order. All other services are out of scope, are not included within Modern Operations and are specifically excluded from performance obligations of Rackspace. To the extent of any out-of-scope services that Rackspace may provide, at its sole discretion, such services are provided on an as-is basis, without warranty and are deemed to be Unsupported Services.

5.2. Project-based Services; EE Pod. Any longer-term Project-based work that falls out of the scope of Modern Operations will be referred to Customer's Elastic Engineering Services team, or to Customer's account team for consideration of Elastic Engineering or Rackspace Professional Services.

5.3. Excessive Complexity. Rackspace may elect to not perform certain Customer requests (or refer such requests to other Rackspace Services), if Rackspace deems such requests unduly burdensome, excessively complex, excessive in scale or otherwise beyond the scope of the Modern Operations support model. Out of scope Services includes Project-based work when not primarily for purposes of configuring, managing, or maintaining the Customer Third Party Cloud environment in a reliable and secure manner.

5.4. Unsupported Services; Reasonable Endeavors. If Customer requires or requests services beyond the scope of the Services in the Expertise Catalog (and when Rackspace agrees to provide such Services), such Services shall be considered Unsupported Services and provided on a reasonable endeavors basis (as may be defined in the Agreement) basis. All such Services provided, even when deemed as Unsupported Services and/or reasonable endeavors, will consume the Customer's monthly allocated hours.

6. PURCHASING AND ORDERING. To purchase any of the respective Services classes (or Add-Ons) for Modern Operations (and except for Customers located in a No Resale Region), Customers must have and maintain a subscription to an eligible Cloud Service Offering, which may depend upon Customer's Third-Party Cloud provider,

as indicated in the Service Order. For Customers located in a No Resale Region, Rackspace does not resell Third Party Cloud Services for use with the Modern Operations. For such Customers, to purchase any of the respective Services classes (or Add-Ons) for the Services, Customers must procure and maintain a subscription to all Third Party Cloud Services for the Covered Environment from an authorized reseller.

7. PRICING AND FEES. The pricing and fee elements applicable to each of the respective Services classes of Modern Operations are as follows:

7.1. Onboarding Fee (All Services Classes). An Onboarding Fee may be invoiced for greenfield builds, brownfield assumptions, and preparation for cloud management operations. The onboarding Fee will be determined based upon the estimated amount of work to complete onboarding.

7.2. Tier-Based Pricing. The respective Services classes of Modern Operations are priced, ordered, consumed and billed with a tier-based pricing model as further described in this section 6, and as selected by Customer within the Service Order.

(A) Tier-based Fees. The Services are priced per the tier selected in the Service Order, Customer is entitled to the receive number of monthly Services' hours indicated for the tier, and allocated Services' hours are consumed based on the types of Services requested and provided (i.e., major incident, minor incident, configuration change, etc.). A commitment discount may be available for a Customer term of 12, 24 or 36 months, or other term specified in the Service Order. In such case, if Customer's spend for the term is less than the minimum spend, then will be obligated to pay the difference as a true-up amount upon conclusion of the term.

(B) Overconsumption, Underconsumption. Customer is permitted to exceed their monthly hourly allocation by up to 20% in any given month without additional Fees. If exceeded, then Customer will be invoiced at Rackspace's overage rate as indicated in the Service Order pricing table for the type of Services transaction consumed. Customer will receive notice when they have consumed 100% of the Services' hours entitlement. Monthly Services' hours do not carry over; Services' hours are allocated to a given month and expire if unused.

(C) Quarterly Review. Tier Changes. A Rackspace Customer Success Manager and/or Technical Account Manager will collaborate with the customer periodically, typically on a quarterly basis, to ensure that the number of hours contracted is appropriate and to recommend adjustments as needed. Additionally, if Customer is regularly exceeding their monthly allocation, or if a Customer anticipates additional requirements at any time, Customer may proactively request an upgrade to a higher tier (i.e., additional allocated hours), which will become effective the first day of next month following such request. Conversely, a Customer may request a downgrade of its Services' tier on 30 days' notice. Notwithstanding, Customer may not downgrade below the tier established in the initial Service Order (i.e., the originally ordered tier associated with the committed term and/or applicable discount level).

7.3. Excess Usage (All Services Classes). If the Customer's service requirements exceed 110% of the hours typically used by an average Customer, or if they are deemed excessively complex or unduly burdensome (as determined by Rackspace in its sole discretion), then additional charges may be added.

7.4. Modern Operations Premium, Lead Engineer. Customer may purchase the (additional) Lead Engineer Services as described in section 4.3, either with purchase of Modern Operations Premium (as an Add-On), as a standalone offering.

7.5. MO Premium, Lead Database Engineer (Database Operation and Data & AI Operations). Customers of Database Operations and Data & AI Operations have the option to purchase the additional Lead Database Engineer Services as described in section 4.4, with purchase of Modern Operations for Databases.

7.6. Renewal Pricing. Customer's monthly Fees will remain pursuant to the initially determined pricing tier or pricing model (including any commitment discount), if applicable, during the Initial Term or any Renewal Term

(as defined herein). Upon expiration of any such Initial Term or Renewal Term (and during any month-to-month term), the commitment discount will no longer apply, and upon not less than 90 days' notice, Customer's pricing tier may be increased to Rackspace's then-current pricing for the Services.

8. INVOICING AND PAYMENT. Customer's onboarding fees (or other one-time Fees indicated in the Services Order) will be invoiced upon execution of the Services Order. The monthly Services Fees will be invoiced on monthly recurring basis in advance in accordance with Customer's bill date of month (BDOM). Invoicing will begin when the Services are active and made accessible to Customer. All Fees are non-refundable and are payable in accordance with the terms of the Agreement.

9. SERVICE LEVEL AGREEMENTS.

9.1. Severity Levels. For purposes of Modern Operations Incident SLAs (i.e., the Response Time SLA and the Incident Resolution Time SLA), each respective severity level (or priority level) is defined as follows:

Severity / Priority Level		Definition
1	**Emergency**	Business-critical system outage / extreme business impact
2	**Urgent**	Business critical system impaired with extreme business impact / production system outage / significant business impact
3	**High**	Production system impaired with moderate business impact
4	**Normal**	Minimal business impact
5	**Low**	Information only Alerts

9.2. Response Time SLA.

(A) Performance Standard. For all Customers of Modern Operations (all tiers and Services classes), Rackspace will respond to reported incidents, Alerts and support requests within the timeframes indicated for each severity level. 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 / Priority Level		Initial Response Time
1	**Emergency**	15 minutes
2	**Urgent**	60 minutes
3	**High**	4 hours
4	**Normal**	12 hours
5	**Low**	24 hours

(B) Response Time SLA; Remedy. If Rackspace fails to meet the initial response times in section (A), Customer is eligible for a credit of $250 per event, up to 100% of Customer's monthly recurring Fee for these Services in the applicable calendar month.

(C) Exclusions. The Response Time SLA applies to response times, not resolution times; time to resolution is not within scope of the Response Time SLA.

9.3. Incident Resolution Time SLA (Minimum Order Requirements).

(A) Performance Standard. For Customers with Modern Operations at tier 4 (or higher), and with Modern Operations Premium at tier 1 (or higher), Rackspace will resolve automatically generated Alerts, for each severity level, within the timeframes indicated below. Resolution is only assured on Alerts configured using

cloud native monitoring tools, leveraging Rackspace cloud monitoring best practices. Customers must specify Alert severity upon creation, otherwise the severity will be set according to Rackspace cloud monitoring best practices. Rackspace may modify the severity of the Alert if Rackspace determines, in its reasonable discretion, that the automated Alert severity level is inaccurate and will work with Customer to determine an appropriate level. Resolution time is measured between the time the Alert ticket has been acknowledged by a Rackspace support technician and the time the Alert is marked in a healthy/clear state, whether solved via automation, manual intervention, or a combination of both.

Severity / Priority Level		Resolution Time
1	**Emergency**	1 hour
2	**Urgent**	4 hours
3	**High**	16 hours
4	**Normal**	48 hours
5	**Low**	96 hours

(B) Incident Resolution Time SLA; Remedy. If Rackspace fails to meet incident resolution times for infrastructure managed under Modern Operations, Customer is eligible for a credit of $250 per event, up to 100% of Customer's monthly recurring service fee in the applicable calendar month. For multiple Alerts triggered for the same underlying cause, as determined by a Rackspace conducted Root Cause Analysis (RCA), remedy, if applicable, only applies for a single event.

(C) Exclusions: The following items are excluded:

(i) Alerts generated for testing or proof-of-concept (POC) purposes.

(ii) Alerts in which resolution requires intervention by Customer.

(a) Alerts must be resolvable by Rackspace support engineers leveraging accompanying runbooks/playbooks or standard troubleshooting best practices.

(iii) Alerts in which the root cause is directly attributable to cloud provider infrastructure issue, acknowledged by the cloud provider via written communication.

(a) In such case, Rackspace shall pass along any applicable SLA remedy provided by the cloud provider.

(iv) Alerts configured on beta, early access or preview services.

(v) Alerts that have thresholds modified, whether by Customer or Rackspace, while still in Alert state.

(vi) Alerts whose severity has been modified by Customer while still in Alert state.

(vii) Alerts which have been configured or had configuration changed without Rackspace consultation.

(viii) Alerts during planned maintenance, that are directly attributed to changes details in maintenance plan.

(ix) Alerts for services that have been successfully failed over to a DR environment.

(x) Customers with non-standard access methods to respective cloud accounts.

(xi) Cloud accounts with Customer-implemented access control restrictions that prevent Rackspace engineers from accessing Customer's environment.

(xii) Services which have been shut down due to violations of AUP or non-payment.

9.4. Change Management Resolution SLA (Minimum Order Requirements).

(A) Performance Standards. For Customers with Modern Operations at tier 4 (or higher), and with Modern Operations Premium at tier 1 (or higher), Modern Operations will resolve change management requests and tickets, initiated by Customer, within the timeframe indicated in the Common Task Library. While implementing the change, if a major blocker is identified, the issue will be escalated to a senior engineer for review with a new estimated time to completion. At that point in time, Modern Operations will strive to resolve the issue as quickly as possible, however, no resolution time is guaranteed.

Severity / Priority Level		Resolution Time
1	**Emergency**	1 hour
2	**Urgent**	4 hours
3	**High**	16 hours
4	**Normal**	48 hours
5	**Low**	96 hours

(B) Change Management Resolution Time SLA; Remedy. If Rackspace Technology fails to meet the Resolution SLA times for change management defined in the Common Task Library, the Customer is eligible for a credit of $250 per event, up to 100% of a Customer's monthly recurring service fee in the applicable calendar month.

(C) Exclusions: The following items are excluded:

(i) Change requests outside of the common task library.

(ii) Change requests for services outside of the expertise catalog.

(iii) Change requests for beta, early access, or preview services.

(iv) Customers with non-standard access methods to respective cloud environments.

(v) Cloud accounts with Customer-implemented access control restrictions that prevent Modern Operations engineers from accessing the Customer's environment.

(vi) An incident or change that requires the involvement of a third party or requires customer involvement.

10. SLA LIMITATIONS AND EXCLUSIONS.

10.1. Service Level Maintenance Exclusions. With respect to all indicated SLAs, Customer is not eligible for a credit remedy if an SLA failure results from Maintenance. "**Maintenance**" means:

(A) Scheduled Customer Maintenance. Maintenance of the Modern Operations Services or Covered Environment by Rackspace and that Rackspace schedules with Customer in advance (either on a case-by-case basis or based on standing instructions); or third party maintenance to the Covered Environment, Third Party Software or Third Party Services; and

(B) "**Emergency Maintenance**" Critical unforeseen maintenance of the Modern Operations Services or Covered Environment by Rackspace needed for the security or performance of Modern Operations Services or the Covered Environment.

10.2. Global Exclusions. With respect to all indicated SLAs, Customer is not eligible to request a credit for a failure to meet an SLA which results from denial-of-service attacks, viruses, or malware, hacking attempts, or any other circumstances that are not reasonably within Rackspace's control. Customer is not eligible for a credit remedy if Customer is in breach of its obligations under the Agreement, including any payment obligations. Customer is not eligible for a credit during the on-boarding phase of the Services. To be eligible for a credit, Customer's use of the Services to which the applicable SLA applies must be adversely affected. If a single event results in Customer being eligible for multiple SLA credit remedies per these Product Terms and/or the Agreement, then only the SLA with the largest credit amount will apply. Credit remedies identified in specific currency amounts are awarded in the amount matching the currency on the Customer's invoice. This section 9 states Customer's sole and exclusive remedy for Rackspace's failure to meet the SLA performance standards described in these Product Terms.

10.3. Credit Request Process. Customer shall request a credit in writing via a support ticket no later than 7 days following the relevant event. Rackspace shall contact Customer within 30 days to approve or reject the claim or to request more information. If the claim is approved, the credits will be applied to future invoices. Unused credits shall not be refunded. Credit determination will be based upon time periods as measured by the Rackspace ticket system. If Rackspace opens the ticket on behalf of Customer during support requested via telephone, there may be delay in opening the ticket

11. RESTRICTIONS, LICENSING COMPLIANCE.

11.1. No Resell. Unless otherwise conspicuously stated in Customer's Agreement, Customer is prohibited from reselling the Services provided under Modern Operations is prohibited from selling, transferring, providing, or sublicensing Customer's Rackspace or Third-Party Cloud Account credentials to any other party (except to agents and subcontractors performing work on Customer's behalf).

12. THIRD PARTY SOFTWARE & SERVICES.

12.1. Compliance with Terms. Rackspace may provide Third Party Services or Third Party Software for Customer's use as part of, or to assist with, the delivery of the Services. Unless expressly 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 Modern Operations Services. In the event Rackspace distributes to Customer, or otherwise provides for Customer use, any Open Source Software as part of the Modern Operations Services and/or Deliverables then such Open Source Software is subject to the terms of the applicable open source license, and that applicable open source license terms shall control in the event of conflict.

12.2. Deployment of Third Party Software. Customer will cooperate with Rackspace and accept deployment of Third Party Software or Third Party Services designated by Rackspace as reasonably required for the Services. Rackspace may agree or may be required to install or deploy certain Third Party Software or Third Party Services on Customer's behalf (e.g., third-party applications, services or Open Source software), which may include certain mandatory clickthrough terms and conditions for installation. In such case, Customer hereby authorizes Rackspace to accept such terms on Customer's behalf, agrees to be bound by and adhere to such terms, and acknowledges that Customer (but not Rackspace) is bound by such terms. Upon request, Rackspace shall provide Customer with a copy of any such terms. In the event Rackspace purchases any software or services on Customer's behalf, Customer agrees to pay for any and all licensing and services fees at Rackspace's then current rates.

12.3. Service Management Agents. Customer agrees that Rackspace may install service management agents on Customer's Customer Configuration for purposes of providing the Services and identifying security vulnerabilities. Rackspace agrees that its agents shall use only a minimal amount of computing resources (except as otherwise necessary for the provision of the Services) and Rackspace shall not otherwise use the agents to view or capture Customer Data. The Services will become Unsupported Services if Customer disables or interferes with Rackspace's services management software agent(s).

12.4. Database Monitoring. For Customer provided list of databases hosts, Modern Operations for Databases uses the Datadog Monitoring Agent (or an equivalent tool for monitoring critical workloads on a proactive basis, which may be subject to additional licensing fees. As directed by Rackspace, Customer shall install the Datadog Monitoring Agent in their environment, or Rackspace may install the software (or an equivalent tool) on Customer's behalf, subject to Customer acceptance of the Third Party Software terms and conditions as described in this section 12.

12.5. Rackspace Cloud Services. Except for Customers located in a No Resale Region, by creating a Rackspace account for the use of these Services, Customer has the ability to begin using the Rackspace Cloud Services through the Rackspace Cloud Services 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 here: http://www.rackspace.com/information/legal/cloud/tos. Rackspace Cloud Services shall be invoiced separately from Customer's these Services. For avoidance of doubt, Customer's use of these Services is not subject to the Rackspace Cloud Terms of Service. Customers located in a No Resale Region will not be provided with access and may not access Rackspace Cloud Services.

13. CHANGES TO AGREEMENT. Notwithstanding anything in the Agreement to the contrary, Rackspace may change these Product Terms at any time, or may terminate the applicable Service Order and/or Agreement, effective immediately, in response to changes to any Third-Party Cloud provider agreements (or other third party agreements) to which Rackspace is subject or which otherwise impact the Services, or in response to changes to applicable law. This includes changing the Fees applicable to the Services.

14. TERM & TERMINATION.

14.1. Initial Term, Renewal Term. The initial term ("**Initial Term**") for these Services is as indicated in the Service Order, (a minimum term of 90 days), with the Effective Date as specified in the Service Order. Upon expiration of the Initial Term, the Service Order shall automatically renew for consecutive rolling 90 day terms (the "**Auto Renewal Term**," as defined in the Agreement), until terminated in accordance with the Agreement.

14.2. Early Termination Fee. If Services are terminated by Rackspace for cause or by Customer for convenience prior to the expiration of any then-active term, Customer must pay an early termination Fee equal to, at Rackspace's option, either, (a) the monthly recurring Fee times the number of months remaining in the then-active term, as applicable; or (b) the average monthly billing in the three months preceding termination times the number of months remaining in the then-active term.

14.3. Lifecycle Management. Following the expiration of the Initial Term of Customer's Service Order, the then-current Extended Lifecycle Support terms at https://www.rackspace.com/information/legal/eolterms shall apply to the Services as applicable.