RACKSPACE MODERN OPERATIONS 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 as described herein ("**Modern Operations**", or the "**Services**").

1. ADDITIONAL DEFINED TERMS.

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

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

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

1.4. "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.

1.5. "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 available to Customer in the Rackspace portal, which may be updated by Rackspace.

1.6. "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.

1.7. "**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.

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

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

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

1.11. "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.

1.12. "VM" means virtual machine.

2. OVERVIEW.

2.1. Third Party Cloud Operations; 24x7x365. Modern Operations provides around-the-clock, phone and ticket-based support for Customer's Third-Party Cloud operations. Customers are allocated a base number of

© 2021 Rackspace US, Inc. – Global Product Terms – 11 November 2022 Revision – OT# 60143

support hours each month based on their infrastructure spend for that month and Fees for the services are calculated using the same infrastructure spend. A customer can also choose to purchase additional hours in any given month by raising this with their account team.

3. CUSTOMER REQUIREMENTS AND RESPONSIBILITIES.

3.1. Customer Responsibilities. Customer shall provide Rackspace with all 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, access credentials, and coordination of maintenance windows. Additionally, Customer will assist with validation of the implementation, and will provide permission to create test environments, if required. To any extent that Customer does not provide such information or cooperation, Rackspace is excused from its dependent obligations and Rackspace may invoice Customer to the extent of any additional costs or expenses due to non-cooperation. Any delay caused by non-cooperation shall not delay the commencement of the Service term or relieve Customer of its payment obligations.

3.2. 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. If the required access is not provided, then Rackspace may suspend these Services to the extent that Rackspace is unable to provide all or part of these Services. Additionally, Customer will not be relieved of its payment obligations under the Agreement if Rackspace does not have the required access and is unable to provide the Services.

4. SERVICES DESCRIPTION;

4.1. 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.

4.2. OS, Backup, and Patch Management. Rackspace will work with customers to define their backup and patching requirements and configure them accordingly using the services and features provided by the Cloud provider.

4.3. Cloud Native Security. Rackspace will utilize cloud native monitors and tools to improve the security of Customer's cloud native environment.

4.4. 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.

4.5. 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.

4.6. Resources. Customers of Modern Operations will receive an allocated number of monthly Services hours (based upon the pricing tier, as described in section 6), and additional hours may be purchased as described in section 6.4. Customers will have access to an account manager, and, for qualified pricing tiers, a technical account manager ("**TAM**") will be available.

4.7. Optional Lead Engineer. Additionally, Customers of Modern Operations will have the option to purchase additional lead engineering hours (i.e., "**Lead Engineer**", "**Enterprise Support Engineer**" or "**ESE**"), to provide ongoing support and cloud development activities on an ongoing basis, as mutually agreed between Customer, subject to the following:

(A) Shared Resource. Customer's Lead Engineer is a shared resource. Customer's purchased support tier will determine the number of other Rackspace customers with whom Customer shares the Lead Engineer.

(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. In order 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.

4.8. Services Limitations.

(A) 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.

(B) 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.

(C) 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.

5. PURCHASING AND ORDERING. To purchase Modern Operations, Customers must have a subscription to an eligible Cloud Service Offering, which may depend upon Customer's Third-Party Cloud provider, as indicated in the Service Order.

6. PRICING AND FEES.

6.1. Pricing Tiers; Commitment Discount. Modern Operations features a tier-based pricing model based upon Customer's infrastructure spend with a corresponding minimum number of Services hours and a minimum Monthly Services Fee. The required minimum monthly Services hours and Services Fee for Customers with Elastic Engineering may be lower than those for customers without EE. Customer's pricing tier and the Services Fee are calculated using the non-discounted cost of Customer's Cloud Services deployment. Additionally, a commitment discount may be available for a Customer term of 12, 24 or 36 month, or other term as specified in the Service Order.

6.2. Optional Premium Tier; Lead Engineer. Customers of Modern Operations will also have the option to purchase additional Lead Engineer Services as described herein in section 4.7 (with consumed hours separately tracked), as indicated in the Service Order.

6.3. Underconsumption; No Carry Over. Monthly Services hours allocated for a given month, but not consumed, are lost, and do not carry over to a subsequent month.

6.4. Overconsumption; Hourly Blocks. Customer is permitted to exceed their monthly hourly allocation up to one time during any given rolling 3-month period, not to exceed 150% of the monthly hourly allocation. If Customer exceeds its monthly allocation of hours more than once in any given rolling 3-month period or exceeds 150% of its monthly allocation (in any given month), Customer will be invoiced at Rackspace's standard (i.e., non-discounted) hourly rates for the roles and/or resources provided. Notwithstanding, upon advance notice of not less than 30 days, Customer may purchase additional blocks of Services hours at discounted hourly rates ("**Hourly Blocks**"), per the then-available pricing for Hourly Blocks.

6.5. Onboarding Fee. An Onboarding Fee will 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.

6.6. Addition or Removal of EE. If Customer adds or removes Rackspace Elastic Engineering during its Modern Operations Services term (i.e., either during the Initial Term or Renewal Term), then it's pricing tier and/or minimum monthly hours may be changed to the then-current pricing tier, if applicable. (i.e., the "**Modern Operations** + **EE**" or "**Modern Operations** – **EE**" pricing tier).

6.7. Renewal Pricing. Customer's monthly Fees will remain pursuant to the initially determined pricing tier (and 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.

7. INVOICING AND PAYMENT.

7.1. Billing Access. To properly determine applicable Services Fees, Rackspace requires ongoing administrative level access to the top-level billing account associated with any applicable Third-Party Cloud Accounts. If Customer has more than five Third Party Cloud Accounts (i.e., and/or subscriptions and/or projects) within scope of its Modern Operations Services, then: (i) for Google Cloud Platform, Customer will ensure that Rackspace has access to consolidated billing across all GCP projects in scope; (ii) for Amazon Web Services, Customer will ensure that Rackspace has access to the AWS master payer account; and (iii) for Microsoft Azure, Customer will ensure that Rackspace has access to all Azure subscriptions in scope.

7.2. Billing Cooperation. Customer shall reasonably cooperate with Rackspace to obtain the required billing access as described, and Customer will comply with Rackspace's request to provide the required billing access in a timely manner, if needed. Should Customer fail to provide such cooperation, a manual billing process will be required, and an additional Administrative Fee will be added to Customer's invoicing as described in section 7.3 ("**Administrative Fee**").

7.3. Administration Fee. In the event Customer fails to comply with section 7.1 ("**Billing Access**") and/or section 7.2 ("Billing Cooperation"), then Customer shall reasonably cooperate with Rackspace to determine the Third-Party Cloud usage for the applicable month, and to calculate the applicable Fees. An additional service fee at 2% of infrastructure spend will be added to the applicable Fees as required to support the administrative burden of Rackspace's manual calculations ("**Administrative Fee**"), which will continue to be assessed monthly until billing access has been restored for automated billing. Customer and Rackspace agree the Administrative Fee is fair and reasonable when Rackspace is required to manually administer the Services Fees.

7.4. 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 arrears, and 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.

8. SERVICE LEVEL AGREEMENT.

8.1. Initial Response Time. 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	Definition	Initial Response Time
Emergency	Business-critical system outage / extreme business impact	15 minutes
Urgent	Business critical system impaired with extreme business impact / production system outage / significant business impact	60 minutes
High	Production system impaired with moderate business impact	4 hours
Normal	Minimal business impact	12 hours
Low	Information only Alerts	24 hours

8.2. Remedy. If Rackspace fails to meet the initial response times in section 8.1, 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.

(A) Scheduled Customer Maintenance. Maintenance of the Customer Configuration that Customer requests and that Rackspace schedules with Customer in advance (either on a case-by-case basis, or based on standing instructions), such as hardware or software upgrades, and including periods during which Customer sets or requests an alert suppression on the Customer Configuration; and

(B) Emergency Maintenance. Critical unforeseen maintenance needed for the security or performance of Customer's Hosted System or Rackspace's network.

8.3. Credit Requests.

(A) 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.

(B) Exclusions. The indicated SLA refers to response times, not resolution times, and Rackspace makes no guarantee regarding the time to resolve a request. Customer is not eligible to request a credit for a failure to meet a 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 8 states Customer's sole and exclusive remedy for Rackspace's failure to meet the SLA performance standards described in these Product Terms.

9. RESTRICTIONS, LICENSING COMPLIANCE.

9.1. 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).

9.2. Third-Party Tooling. 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).

9.3. Rackspace Cloud. 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 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.

10. CHANGES TO AGREEMENT. Notwithstanding anything in the Agreement to the contrary, Rackspace may change these Product Terms at any time, effective immediately, as required to comply with the reseller agreement between the Third-Party Cloud provider and Rackspace or in response to changes made by the Third-Party Cloud provider to the reseller agreement between the Third-Party Cloud provider and Rackspace. This includes changing the Fees applicable to the Services. Additionally, Rackspace may terminate these Product Terms, the applicable Service Order, and/or the Agreement (if necessary) and Customer's account immediately if the Third-Party Cloud provider determines such termination is necessary to comply with law or if the Third-Party Cloud provider no longer permits resale of the Third-Party Cloud services.

11. TERM & TERMINATION.

11.1. Initial Term, Renewal Term. The initial term ("**Initial Term**") for these Services is as indicated in the Service Order, with the Effective Date as specified in the Service Order. Upon expiration of the Initial Term, unless the Service Order states otherwise, Services shall renew on a month-to-month basis, per the then-current pricing, unless and until either party provides notice of non-renewal at least 90 days prior to start of the month-to-month terms. Additionally, pursuant to a renewal contract upon agreement of the parties, Customer may renew the Services for additional term ("**Renewal Term**") or subsequent Renewal Terms.

11.2. 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.

11.3. 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.