COLOCATION ADDENDUM

Colocated Devices owned by Customer shall be accepted by us for placement in Rackspace's data center as part of the hardware configuration provided by us, subject to the terms and conditions set out in this Colocation Addendum. Services provided in connection with Colocated Devices are referred to as "**Colocation Services**".

1. COLOCATION SERVICES. The monthly recurring fee for the Colocation Services is specified in the order. Colocation Services include the following:

1.1. Installation in a cabinet predetermined for Customer's configuration;

1.2. Ventilation and power at the standard voltage supplied at the data center;

1.3. A single connection to the network together with a single public IP address which utilizes Network Address Translation on the private side of the required firewall;

1.4. Power cycling upon Customer's request; provided that the power switch is external and physically accessible, does not require additional attachments, and does not require unlocking physical or logical security mechanisms;

1.5. Provided that a replacement device ("**Spare**") has been delivered, replacement of a failed Colocated Device and shipment to Customer (at Customer's expense).

1.6. Colocation Services do not include monitoring, patching, back-ups, hardware or software troubleshooting, escalation or software installation, upgrades or downgrades. Customer is responsible for the configuration, testing, monitoring and management of any Colocated Device.

1.7. Service Level Guarantees/SLAs do not apply to the Colocated Device or to any components of the Hosted System adversely affected by the Colocated Device.

2. SPECIFICATION REQUIREMENTS. The Colocated Device and any Spare shall be fully compatible with data center specifications ("**Specification Requirements**") including:

2.1. Designed to be natively rack-mountable, and accompanied by mounting hardware that does not alter the manufacturer's intended mounting specifications;

2.2. Dimensions are not in excess of the physical space available for the configuration in the data center;

2.3. Weight, including attachments and mounting hardware, is not in excess of that allowed in the data center;

2.4. Special or external cooling or ventilation systems or any that are based on liquids or gas are not required;

2.5. Operates normally without any modifications at the standard voltage supplied by the data center;

2.6. Complies with the acceptable range of power consumption proportional to the required physical space;

2.7. A rack-mountable firewall (PIX 506 or above) provided and managed by us protects the configuration;

2.8. Functions using Network Address Translation behind the perimeter firewall;

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2.9. Is not intended to be deployed in-line between other devices, whether or not such devices are provided by us;

2.10. Supports the 10/100 Base-TX Ethernet standards as its main media type for management and operation;

2.11. Is not intended to be connected directly to another server or colocated device;

2.12. Network connections are always made to an Ethernet switch provided by us;

2.13. To the extent that it is intended for termination of a cross-connected circuit, the requirements and details of such are subject to evaluation and approval by us;

2.14. Does not contain any software (unless such software has been permanently disabled), internal hardware or attachment capable of capturing sound, images, video, motion or chemical composition; and

2.15. Neither the Colocated Device nor any of its components or attachments is capable of receiving or transmitting any type of signal using radio frequency, microwaves, infrared or any other type of wireless carrier signal.

Upon its delivery to the data center, Rackspace may inspect the Colocated Device, including disassembly, to ascertain whether all of the Specification Requirements have been met.

3. SHIPMENT REQUIREMENTS. In order for us to accept the Colocated Device for installation in the data center, all of the following ("**Shipment Requirements**") shall be met:

3.1. Components prohibited in Section 2 shall be completely removed from the Colocated Device prior to shipment;

3.2. The IP address, login, and password shall be configured on the Colocated Device prior to shipment;

3.3. Any spare shall be clearly labeled "Spare" and the IP address, login, and password shall be configured prior to shipment;

3.4. The Colocated Device shall be clearly and conspicuously labeled with Customer's account number, the Colocated Device number assigned by us, and the number of Rackspace's ticket notifying Rackspace's inventory department of the prospective shipment.

4. NONCONFORMING COLOCATED DEVICE. A Colocated Device that does not meet the Specification Requirements and the Shipment Requirements shall be returned to Customer at Customer's sole risk and expense.

5. ACCESS TO THE COLOCATED DEVICE.

5.1. If Customer's Colocated Device is not located in a Dedicated Room (see Section 5.2) then consistent with Rackspace's security controls and procedures, physical access by Customer or Customer's agents to the Colocated Device in the data center is prohibited. The Colocated Device shall be accessed via a full management system accessible remotely from the public Internet (or over VPN), and such system shall not depend on physical access to the Colocated Device's console or management ports in order for it to be operated. Remote console access services for Colocated Devices, either directly (lights-out interface) or through a network based KVM or a Cyclades-type device are not offered by us. Should it become necessary to perform administration or maintenance on it, Rackspace shall disconnect the Colocated Device and ship it as instructed at Customer's sole risk and expense. Customer represents and warrants to us that Customer has the necessary expertise to access and administer the Colocated Device remotely.

5.2. If Colocated Device may be located in a data center room or hall dedicated to the placement of customer colocated devices (a "**Dedicated Room**") Customer may have physical access to the Colocated Device. Customer acknowledges that the security commitments regarding physical access to device(s) in a Dedicated Room are different than those elsewhere in the Agreement. Non-Rackspace agents and personnel, including personnel of other customers and subcontractors of other customers, are permitted access to the Dedicated Room for the purposes of accessing their collocated devices. This means that non-Rackspace personnel shall have physical access to devices located in the Dedicated Room. Access to the Dedicated Room is provided only when a Rackspace employee or agent (an "**Escort**") is available to be present within the Dedicated Room at all times during the access. Such access is limited by the availability of an Escort and Rackspace makes no guarantee that access shall be available at any given time. Rackspace shall use commercially reasonable efforts to provide Customer with access to Customer's Colocated Devices located in the Dedicated Room. Access to the Dedicated Room is subject to Rackspace's then current security policies governing physical access to the datacenter, and Rackspace may prohibit any individual from accessing the Dedicated Room in its exclusive discretion. Cabinets in the Dedicated Room are not locked unless otherwise agreed upon in writing.

6. REMEDY. Customer's sole and exclusive remedy for Rackspace's material failure to provide the Colocation Service described in this Colocation Addendum shall be to terminate the Colocation Service.

7. INSURANCE. During the Term of the Agreement, Customer agrees to insure and keep insured the Colocated Device against all manner of loss in an amount not less than replacement cost, including during shipping to or from the datacenter.

8. TERMINATION. Customer shall provide Rackspace Customer's current contact information, including telephone, email, and mailing address, upon termination of the Agreement. Customer shall arrange for shipment of the Colocated Device immediately following notice of termination. Should no such arrangements be made and communicated to us by the termination date, Customer hereby grants Rackspace the right to destroy Customer's Colocated Device (including any data contained thereon) in a secure manner, at Customer's expense, 14 days following termination. In the event that Rackspace receives notification of a claim from a secured party or other third-party having a possessory interest in the Colocated Device, Rackspace may, in Rackspace's sole discretion, terminate the Colocation Service and require Customer take possession of the Colocated Device. Customer may elect to have Rackspace arrange shipment of Customer's Colocated Device, provided Customer's shipping address and the Rackspace data center where the Colocated Device is located are within the same country. Shipment of the Colocated Device shall be at Customer's expense and risk, and in accordance with Customer's reasonable shipping instructions.