RACKSPACE® CHANNEL PARTNER COMPLIANCE TERMS

These Channel Partner Compliance Terms shall apply in addition to any other terms and conditions of Partner's Agreement with Rackspace. In the event of a conflict, this Addendum shall take precedence over any other term or condition of the Agreement. Rackspace may amend the Addendum at any time and at its sole discretion. Any changes will be effective upon the posting of such changes on the Rackspace website, and Partner is responsible for reviewing this location and informing itself of all applicable changes or notices. Partner should refer regularly to the Rackspace website to review the current terms. PARTNER'S CONTINUED PARTICIPATION IN THE PROGRAM AFTER RACKSPACE'S POSTING OF ANY CHANGES SHALL CONSTITUTE PARTNER'S ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.

1. CODE OF CONDUCT. Partner shall comply with the Rackspace Code of Conduct presently found at the following URL: www.rackspace.com/information/legal/suppliercompliance, as periodically updated by Rackspace (and for the purposes of the Rackspace Code of Conduct only, references to Supplier shall include Partner).

2. COMPLIANCE WITH WARRANTIES. Partner agrees to promptly advise Rackspace in writing if at any time any of the representations and warranties in the Agreement can no longer be asserted by Partner, and Partner shall promptly correct any breach of warranty.

3. COMPLIANCE WITH LAW. Partner shall perform its obligations and conduct all activities under the Agreement in compliance with applicable laws and regulations, including as set out below.

3.1. Misleading & Deceptive Practices Laws. Partner must not engage in any false, misleading or deceptive practices. Partner represents and warrants to Rackspace that: (i) all information Partner has provided and shall provide in connection with this Agreement, is true, correct and complete; and (ii) Partner has not been and is not currently the subject of any investigation or legal proceeding of any kind in relation to spamming or the violation of any consumer protection or deceptive trade practices law or regulation. All advertising, marketing or promotional activities that reference or implicate Rackspace in any manner must: (i) comply with all laws, rules, and regulations, (ii) comply with all related Rackspace policies, and (iii) must be truthful and accurate. Partner may only advertise, market and promote Program Services using Rackspace Materials, and may not translate any Rackspace Materials without Rackspace's prior written consent. Advertising must clearly disclose the material terms and limitations of advertised offers and any pass-through terms if mandated by Rackspace. Partner may not represent that the Program Services have any qualities, features, fees or terms other than those described in the Rackspace Materials. Partner shall not otherwise misrepresent products, services, and prices, or make unfair, misleading, inaccurate, exaggerated or false claims about, or comparisons with, competitor offerings. Partner may not disparage Rackspace in any manner nor engage in any conduct that is harmful to the reputation of Rackspace. Partner may use Rackspace's name in normal and customary industry email services and Partner's own internal email distributions, but not in any bulk email. Rackspace may terminate for material breach if any meaningful spam complaints naming Rackspace result from Partner's advertising, marking or promotional activities.

3.2. Data Protection Laws. Partner shall comply with Applicable Data Protection Law and shall not do anything or omit to do anything which would cause Rackspace or any third party associated with Rackspace (including without limitation a Rackspace customer) to breach Applicable Data Protection Law. **"Applicable Data Protection Law"** means all applicable data privacy laws, rules, and regulations related to the activities performed by Partner, including, but not limited to: (i) the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data, and repealing Directive 95/46/EC (General Data Protection Regulation) (**"GDPR"**), (ii) Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of Personal Data by the Union institutions, bodies, offices and agencies and on the free movement of such data,

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and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, (iii) any subordinate legislation and regulation implementing the GDPR or Regulation (EU) 2018/1725, (iv) the UK Data Protection Act 2018 and any related or subsequent laws, regulations and other legal requirements applicable in the UK, and (v) the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. (**"CCPA"**). If Partner processes any data which is Rackspace Personal Data (as defined by Applicable Data Protection Law) then Partner shall, on request, enter Rackspace's standard form of Data Processing Addendum; and Partner shall not transfer Rackspace Personal Data outside of the country of origin of the Rackspace Personal Data (or in the case of Rackspace Personal Data originating from the EEA, then the EEA), without the prior written consent of Rackspace.

3.3. Anti-Corruption Laws. Partner shall comply with Applicable Anti-Corruption Law and shall not do anything or omit to do anything which would cause Rackspace or any third party associated with Rackspace (including without limitation a Rackspace customer) to breach Applicable Anti-Corruption Law. **"Applicable Anti-Corruption Law"** means all applicable laws, rules, and regulations in relation to anti-corruption or anti-bribery which may include, but is not limited to: the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, the Canadian Corruption of Foreign Public Officials Act, the Colombian Anti-Corruption Statute, the Brazilian Law No. 9,613, the Venezuelan Anti-Corruption Law, the Hong Kong Prevention of Bribery Ordinance, the Chinese Company Law, the Chinese Anti-Unfair Competition Law, the Japanese Unfair Competition Prevention Law, the Malaysian Anti-Corruption Commission Act, the New Zealand Crimes (Bribery of Foreign Public Officials) Amendment Act, the Singapore Prevention of Corruption Act, the South Africa Prevention and Combating of Corrupt Activities, the Australian Criminal Code Amendment (Bribery of Foreign Public Officials) Act, the German Act on Bribery of Foreign Public Officials in International Business Transactions, the Swiss Unfair Competition Act, relevant provisions in the respective country's criminal code and any amended or replacement legislation. Partner shall not offer, promise or give to, or demand or accept from any Rackspace employee, agent or other personnel anything of value as an incentive to obtain or retain Rackspace's business or otherwise as an inducement.

3.4. Economic Sanctions Laws. Partner shall comply with all laws administered by the United States Office of Foreign Asset Controls, or any other governmental entity imposing sanctions and trade embargoes (**"Economic Sanctions Laws"**) against designated countries (**"Embargoed Countries"**), entities, and persons (collectively **"Embargoed Targets"**). Partner is not an Embargoed Target or otherwise subject to any Economic Sanctions Law. Partner shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Partner shall not broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

3.5. Securities Laws. Partner acknowledges that Rackspace Technology, Inc. is a publicly traded company and that US securities laws and comparable laws and regulations in other jurisdictions prohibit any person who has material non-public information about a publicly-traded company from: (i) purchasing or selling securities of that company; or (ii) communicating that information to any other person under circumstances in which it is reasonably foreseeable that this person is likely to purchase or sell securities of that company. Partner shall comply with any such laws and regulations. Partner agrees that it will not use, or cause any third-party to use, any Confidential Information (as defined by the Agreement), or other material non-public information regarding Rackspace in violation of the U.S. securities laws.

4. GOVERNMENT CHANNEL. Partner's authorization under the Program excludes any business activities with any agency, supplier to, or instrumentality of any government unless expressly authorized by an authorized representative of Rackspace. Where Rackspace authorizes Partner to such activities, Partner represents and warrants that it is familiar with, is compliant with, and shall maintain compliance with all applicable regulations related to conducting business directly, or indirectly, with any applicable government entity. In the event a Lead is awarded under a government contract vehicle, Partner will not be responsible for remitting applicable contract fees or reporting under such government contract vehicles unless Partner is the contract vehicle holder. Partner agrees that upon any of the following occurring, or having occurred, (including prior to the date of the Agreement) it shall provide prompt notice to Rackspace (with copy to govlegal@rackspace.com): (i) Partner is or has been proposed for suspension, debarment or, is declared to be ineligible for contracts with any government entity; (ii) Partner is convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating criminal tax laws, or receiving stolen property; or (iv) Partner is terminated for default by a government entity.

5. END USER LICENSE TERMS. If Partner's participation in any Program authorizes resale of Program Services, Partner shall obtain binding agreement from each End User to: (i) Rackspace's Acceptable Use Policy (presently found at the following URL: www.rackspace.com/information/legal/aup, as periodically updated by Rackspace); (ii) a term stating that the End User shall have no rights against Rackspace, and effectively disclaiming any liability of Rackspace, in connection with the Program Services; (iii) if the Program Services include Microsoft software, the Microsoft license terms at: www.rackspace.com/information/legal/microsoftlicense; (iv) any other end user or pass through terms identified in the Rackspace customer agreement governing the sale of the Program Services to Partner or the Program Guide; and (v) a prohibition on further resale. Partner maintains full liability for use of Program Services and other acts or omissions of End Users, as if such act or omission were Partner's own.

6. INSURANCE. Without limiting Partner's indemnification or other obligations under the Agreement, Partner shall maintain during the Term and for one year following the Term, with a reputable insurance company and at its own cost and expense, adequate insurance coverage in light of its activities under the Program. Partner shall promptly provide Rackspace with certificates of insurance on or before the Effective Date and at other times as reasonably requested by Rackspace; and shall provide Rackspace with at least 30 days' written notice of policy cancellation or material change. Failure to provide evidence of required insurance promptly upon request shall be a material breach of the Agreement. The failure of Rackspace to obtain certificates or other forms of insurance evidence where applicable is not a waiver by Rackspace of any requirements for Partner to secure and continuously maintain required specified coverage. Rackspace's acceptance of certificates that in any respect do not comply with the requirements of this section 5 does not release the Partner from compliance with this section 5.

7. RECORDS & FINANCIAL INTEGRITY. Partners must maintain accurate and complete books and records regarding its activities under the Program, and all related transactions. False and misleading accounting practices, slush funds and similar financial practices are prohibited Rackspace and may violate applicable laws. Partner's business records must be retained in accordance with record retention policies and all applicable laws and regulations. Documents must not be inappropriately altered or signed by those lacking proper authority.

8. AUDIT. Partner shall maintain, at no additional cost to Rackspace, in a reasonably accessible location, all Partner business records pertaining to the Agreement. Rackspace may, at its sole expense, perform a confidential audit of such Partner records referenced above and Partner's information technology systems, during normal business hours and at such reasonable times as Rackspace and Partner may determine. Records available for review shall exclude any records pertaining to Partner's other customers deemed proprietary and confidential and Partner confidential and proprietary records not associated with the Agreement. Partner agrees to cooperate fully with any such request or audit. Without limiting the foregoing, Partner agrees that it will cooperate with any operational audit or certification process undertaken by Rackspace intended to evidence that Rackspace or a Rackspace customer meets hosting industry security standards (such as a Payment Card Industry Certification or applicable ISO standards), International Standards for Assurance Engagements No. 3402, or Statement on Standards for Attestation Engagements No. 16 or equivalent standards applicable in the relevant jurisdiction. Partner must provide reasonable assistance to any investigation by Rackspace of a violation of the Agreement or applicable laws. In addition, all Partner must complete all Partner due diligence screenings and training mandated by Rackspace. Any breach of these Rackspace Partner Compliance Terms shall constitute a material breach of the Agreement.