RACKSPACE DBA SERVICES PROMOTION TERMS & CONDITIONS

1. For the purposes of this promotion, "**Rackspace**" means Rackspace US, Inc.; and "**Company**" refers to the entity that wishes to participate in this promotion.

2. Limited to one promotional Agreement per Rackspace account, billing address, or Company. Company must be a new customer for Rackspace DBA services.

3. If Company signs an Agreement referencing these promotional terms and becomes a Rackspace DBA Services customer for both Proactive Database Management and Advanced Database Tuning (with a committed service term of no less than 12 months) before December 31, 2026, Rackspace (or its contracting affiliate) shall provide any Promotional Services ordered at 20% discount to the price set out in the Agreement, for the first 12 months of the term of the Agreement ("**Promotional Term**"). All other charges incurred by Company under the Agreement shall be fully chargeable in accordance with the Agreement. All charges incurred for the Promotional Services after the Promotional Term shall be fully chargeable in accordance with the Agreement.

4. The promotion includes only the Rackspace DBA Services - Proactive Database Management and Advanced Database Tuning capabilities ("**Promotional Services**").

5. For avoidance of doubt, the terms and conditions that Company agrees to when procuring Rackspace DBA Services (including the Rackspace Service Order, MSA https://www.rackspace.com/information/legal/msa and Product Terms at https://www.rackspace.com/information/legal/dbaservices) shall apply to such services ("**Agreement**"). During the Promotional Term, the services shall be designated beta services subject to the Test Terms at https://www.rackspace.com/information/legal/testterms. Except as expressly stated herein, these promotional terms and conditions do not otherwise alter or amend the Agreement.

6. A person who signs up to services on behalf of Company must be duly authorized to do so. By entering this promotion, Company shall be deemed to have: (i) accepted and agreed to be bound by these terms and conditions; (ii) accepted and agreed to be bound by the Agreement; and (iii) consented to the Rackspace privacy policy found at http://www.rackspace.co.uk/legal/privacy-policy/.

7. This offer shall be open until December 31, 2026, unless withdrawn earlier by Rackspace at its absolute discretion. Rackspace reserves the right to change, alter or withdraw this promotion at any time. This promotion cannot be used in conjunction with any other promotion or discount. This promotion is non-transferable and non-refundable. A cash alternative cannot be substituted for the value of the promotion.

8. This promotion is governed by and is construed in accordance with the laws of the State of Texas, USA and the federal laws of the USA. Each party unconditionally and irrevocably submits to binding arbitration. The arbitration shall be conducted in Bexar County, Texas, USA in accordance with the Commercial Rules of the AAA in effect at the time the dispute or claim arose. The arbitration shall be conducted by one arbitrator from AAA or a comparable arbitration service. The arbitrator shall issue a reasoned award with findings of fact and conclusions of law. Either party may bring an action in any court of competent jurisdiction to compel arbitration under the Agreement, or to enforce an arbitration award. Neither party nor an arbitrator may disclose the existence, content, or results of any arbitration under the Agreement without the prior written consent of both parties. Either party shall be permitted to appeal the final award under the AAA's Optional Appellate Arbitration Rules in effect at the time the dispute or claim arose. Grounds for vacating the award shall include, in addition to those enumerated under the Federal Arbitration Act, 9 U.S.C. §1, et seq, that the arbitrator committed errors of law that are material and prejudicial. The appeal shall be determined upon the written documents submitted by the parties, with no oral argument. After the appellate rights described in this section have been exercised or waived, the parties shall have no further right to challenge the award. No claim may be brought as a class or collective action, nor may Company assert such a claim as a member of a class or collective action that is brought by another claimant. Each party agrees that it shall not bring a claim under these terms and conditions more than two years after the time that the claim accrued. The prevailing party in any action or proceeding relating to the Agreement shall be entitled to recover reasonable legal fees and costs, including attorney's fees.

© 2024 Rackspace US, Inc. – DBA Promo Terms - June 17, 2024 Revision – OT# 60219