RACKSPACE MANAGED CLOUD
Third Party Services & Tooling Terms

In addition to the Rackspace Managed Cloud Product Terms, the following additional terms are applicable to the Cloud Provider Solution, Third Party Software and Third Party Services associated with the Rackspace Managed Cloud Services ("**RMC Services**").

1. ADDITONAL DEFINED TERMS.

"**Rackspace Managed Cloud Product Terms**" means the Product Terms for RMC Services (presently found at the following URL available at https://www.rackspace.com/information/legal/rmc) as periodically updated by Rackspace.

2. CLOUD PROVIDER SOLUTIONS (RESALE). To purchase and receive RMC Services, Customer must procure and maintain the applicable Cloud Provider environment. For Customers without existing Cloud Provider Solutions (and except for Customers located in a No Resale Region, per section 3), Rackspace shall resell the designated Cloud Provider Solutions to Customer, as identified in Customer's Service Order. Where the Service Order includes such Rackspace provision of Cloud Provider Solutions, the following terms apply:

2.1. Cloud Provider Terms. Customer access to and use of the Cloud Provider Solutions is additionally subject to the Cloud Provider Terms (which will be effective without signature). Customer acknowledges that each of the respective Cloud Providers is a third-party beneficiary under the Agreement to the extent necessary to exercise its rights and enforce Customer compliance with the applicable Cloud Provider Terms.

2.2. Cloud Provider Support. Customer shall maintain a subscription to Cloud Provider Support, pursuant to service level or support options requested by Rackspace to support the RMC Services, for the duration of the RMC Services.

2.3. Cloud Provider Service Level Agreements. The Cloud Provider SLA shall govern all performance issues with the Cloud Provider Solutions and all Customer requests for credits, except as otherwise described herein. To receive such Cloud Provider SLA credits, Customer must notify Rackspace of any service credit request before the end of next billing cycle after which the Incident occurred. Except as otherwise indicated in these Product Terms, Customer may not go directly to the Cloud Provider with service level inquiries or remedy requests. Rackspace shall notify Customer of any awarded credits within 60 days of Customer's request to Rackspace, and such credits shall be applied only against the Fees for future consumption of the respective Cloud Provider's Solution. Customer's sole and exclusive remedy for any unavailability, non-performance, substandard performance, or other failure of the Cloud Provider Solutions is the credit entitlement as described in the Cloud Provider SLA. Credits cannot exceed the total monthly estimated retail price of the affected Cloud Provider Solutions.

2.4. Cloud Provider Solutions Fees. Rackspace shall charge Customer the then current Services Fees for Customer's use of the Cloud Provider Solutions (including any overages), and, as applicable, a fee for Cloud Provider Support (and the Fees for an additional Cloud Provider platform Services). Those parts of Customer's RMC Services Fees that are calculated based on the cost of the Cloud Provider Solutions shall be calculated using non-discounted Cloud Provider pricing. Customer will be responsible for all fees and charges accrued under Cloud Provider Account, regardless of whether such fees and charges accrued before or after the date of transfer to Rackspace. The provision of RMC Services by Rackspace may incur additional infrastructure and/or tooling charges on each Cloud Provider Account that is managed by Rackspace. For determination of applicable Fees, Rackspace requires ongoing administrative level access to the top-level billing account associated with the Cloud Provider Solutions. Customer shall reasonably cooperate with Rackspace to obtain such access. If Customer fails to provide Rackspace with the required access following express request, then Customer will be required to engage with Rackspace to manually determine the Cloud Provider Solutions usage for the applicable month. In such case, an additional service fee of 2% of infrastructure spend will be added to

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the applicable Fees to support the administrative burden of Rackspace's manual calculations ("**Administrative Fee**"), which will continue to be assessed monthly (in connection with the Fee calculation) until automated billing access is established. Customer agrees that the Administrative Fee is fair and reasonable given the difficulty of ascertaining the costs of manual billing.

2.5. Restrictions. Customer is not permitted to resell, lease, rent, sublicense, timeshare, or otherwise transfer any interest in or to the Cloud Provider Solutions except that resale is permitted if Customer is an authorized reseller authorized by the respective Cloud Provider and where the Service Order expressly permits resale. Customer shall not, and shall not allow any third parties under Customer's control to: (i) create multiple Cloud Provider Accounts to simulate or act as a single Cloud Provider Account or Cloud Provider Application, or otherwise use, access or exploit any part of the Cloud Provider Solutions or the RMC Services in a manner intended to avoid incurring fees; or (ii) unless otherwise permitted in the applicable Cloud Provider Terms, use the Cloud Provider Solutions to operate or enable any telecommunications service or use the Cloud Provider Solutions in connection with, or for any Cloud Provider Application that allows Customer or its end users to place calls or to receive calls from any public switched telephone network.

2.6. Services Provisioning & Management. To resell to Customer a subscription for the Cloud Provider Solutions and to help Customer to provision its Cloud Provider Account, Rackspace shall provide the following information on a periodic basis to the Cloud Provider: (i) Customer name and contact information (which may include name, telephone number, email address, city, state/region, country and zip/postal code) (collectively, "**Contact Information**"), and (ii) Customer's account identifiers associated with Rackspace's reseller account ("**Account Identifiers**"). If the Cloud Provider Solutions include one or more third party solutions, then Cloud Provider may disclose, among other things, Customer's Contact Information and Account Identifiers associated with Customer's use of the Cloud Provider Solutions.

2.7. Services Processing. Customer acknowledges the Cloud Provider shall have access to Customer Data. Customer acknowledges that Cloud Provider may collect, use, transfer, disclose, and otherwise process Customer Data, including PII, as further described in the Cloud Provider Terms. Customer understands and agrees that Customer is the Controller and primary Processor of Customer Data. Customer consents to the processing of Customer Data in, and the transfer of Customer Data into, the Cloud Provider Regions selected by Customer. Customer may specify the Cloud Provider Regions in which Customer Data shall be stored and accessible by Customer and its end users. Rackspace shall not move Customer Data from Customer's selected Cloud Provider Region without Customer's instructions and without notifying Customer, unless required to comply with the law or requests of governmental entities. Rackspace, and Customer's respective Cloud Provider(s) are Processors of any personal data processed by them on Customer's behalf. Such Processing of Customer Data is subject to the Agreement and the Cloud Provider Terms.

2.8. Disclaimer. Rackspace disclaims all warranties with respect to the Cloud Provider Solutions on behalf of the Cloud Provider including warranties of merchantability, fitness for a particular purpose, and non-infringement; to the extent of any language that may be construed as a warranty or condition, it is hereby disclaimed.

2.9. Cloud Provider Solutions Availability. Customer understands and agrees that each of the respective Cloud Providers maintains a Deprecation Policy that states the respective Cloud Provider's lifecycle terms and policies, as applicable to the respective Cloud Provider Solutions. Notwithstanding the foregoing, Customer acknowledges that the Cloud Provider may, pursuant to its Deprecation Policy and in its sole discretion and without notice: (i) discontinue sale of the Cloud Provider Solutions; (ii) change the features of Cloud Provider Solutions; and (iii) discontinue any Cloud Provider Solutions (or portion thereof). Customer agrees that Rackspace shall have no liability whatsoever for any such changes.

3. CLOUD PROVIDER SOLUTIONS (NO RESALE). For Customers located in a No Resale Region, Rackspace does not resell Cloud Provider Solutions for use with RMC Services. Such Customers must procure and maintain subscriptions to all Cloud Provider Solutions for the entire Covered Environment (including service level and Cloud Provider Support as requested by Rackspace and as required to meet the RMC Configuration Requirements), from an authorized reseller.

4. CLOUD PROVIDER SOLUTIONS (GENERAL TERMS).

4.1. Disclaimer. Customer acknowledges that Rackspace does not provide the Cloud Provider Solutions, and that Rackspace provides no warranties, and expressly disclaims all services obligations and warranties with respect to the Cloud Provider Solutions including, but not limited to performances, services obligations, Cloud Provider SLA, warranties of merchantability, fitness for a particular purpose, and non-infringement. To the extent of any language that may be construed as a warranty or condition, it is hereby disclaimed. Customer releases Rackspace from any and all liability whatsoever arising from, or related to the Cloud Provider Solutions, the Cloud Provider provisioning, management, operation, performance or failure to provide the Cloud Provider Solutions, or the Cloud Provider exercise of rights per applicable Cloud Provider Terms For the purposes of calculating any limitation on Rackspace's liability under the Agreement, Fees attributable to the Cloud Provider Solutions shall be excluded from the calculation of any damages cap or limitation. For the avoidance of doubt, Rackspace's limitation of liability under the Agreement shall be calculated solely by reference to Fees for Rackspace's managed services (excluding any pass-through Fees for Cloud Provider Solutions). Nothing in this provision expands Rackspace's liability beyond the limits set forth in the Agreement as so calculated. Customer acknowledges that Rackspace and the respective Cloud Providers are independent contractors, and that Rackspace is not an agent or partner or in a joint venture with any Cloud Provider. Customer indemnification obligations include any third party claim to the extent arising from or related to: (i) Customer deployment or use of any Cloud Provider Solutions; (ii) Customer Data; or (iii) Customer use of RMC Services or Cloud Provider Solutions in violation of any Cloud Provider Terms.

4.2. Resale. Customer is expressly prohibited from selling, transferring, or sublicensing Customer's access or account credentials to the Cloud Provider Solutions (when applicable), or the RMC Services (except where permitted to add agents and subcontractors performing work on Customer's behalf to Cloud Provider Accounts, and in such circumstances then Customer assumes full responsibility).

4.3. Data Privacy. Customer shall process any Customer Data that includes PII in compliance with Applicable Data Privacy Law. Customer agrees that if the Cloud Provider Services Region Customer selects for storing Customer's PII is outside of Customer's own state, province, country, or other jurisdiction, then Customer's obligation to comply with Applicable Data Privacy Law includes an obligation to comply with the law of the state, province, country, or other jurisdiction in which the PII is stored. Customer shall, or Customer shall require its end user(s) to, implement those technical and organizational measures required by Applicable Data Privacy Law relative to Customer's use of the Cloud Provider Solutions and the nature and the volume of the PII processed through Customer's use of the Cloud Provider Solutions. Customer is responsible for providing any necessary notices to individuals and for obtaining any legally required consent from individuals in relation to Rackspace's provision of any services to Customer or Customer's Processing of any PII. To the extent required by any applicable law, Customer shall (i) notify the individual users that their Personal Data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities when required by applicable law; and (ii) Customer shall obtain individual users' consent to the same. Customer shall not, by any act or omission, place Rackspace in breach of Applicable Data Privacy Law.

4.4. Services Suspension. Rackspace or the Cloud Provider (when applicable), may suspend, without notice or liability, Customer's use of the Cloud Provider Solutions if: (i) Rackspace reasonably believes that any of Customer's Cloud Provider Accounts or Cloud Provider Applications violates the Cloud Provider Terms; (ii) requested by the Cloud Provider (when applicable), per determination that Customer's use of the Cloud Provider Solution is in violation of the Cloud Provider Terms; and/or (iii) there is an Emergency Security Issue. In the event of an Emergency Security Issue, suspension shall be limited to the minimum extent required, and of the minimum duration, to prevent or resolve the Emergency Security Issue.

4.5. Termination & Transition. Notwithstanding anything in the Agreement to the contrary, Rackspace may immediately terminate any applicable Service Order, the Agreement (if necessary), and/or Customer's Cloud Provider Account if: (i), when applicable, the Cloud Provider determines such termination is necessary to comply with the law or if the Cloud Provider no longer permits resale of one or more of the Cloud Provider Solutions; (ii) in response to changes to applicable law; (ii) in response to changes made to the Cloud Provider Solutions or Cloud Provider Terms, or other Third Party Software, Third Party Services or their governing terms; or (iii) in response to an Emergency Security Issue. If Rackspace terminates the RMC Services in accordance with this

section 4.5, then both Rackspace and Customer shall reasonably cooperate to develop a transition plan, and when indicated, Rackspace shall, without undue delay, provide Customer's name, contact information and Services information to facilitate a smooth transition of the RMC Services, including pursuant to any established transition plan, if applicable. Rackspace shall use commercially reasonable efforts to provide Customer advance notice of any termination made pursuant to this section 4.5. If RMC Services are terminated without Customer fault, and pursuant to this section 4.5, then Rackspace shall refund to Customer any pre-paid Fees (exclusive of any discount received by Customer in anticipation of completing the full term of the Services, costs or expenses already expended by Rackspace, or contractual commitments made by Rackspace applicable to Customer's Services, that cannot reasonably be mitigated).

5. THIRD PARTY TERMS.

5.1. Cloud Management Platform. Unless a Rackspace-provided CMP component is specified in the Service Order, Customer will provide all components of the CMP. In respect of any Customer-provided CMP component(s), Customer shall: (i) defer to Rackspace's specific guidance for selection of CMP component tooling; (ii) ensure that all CMP component(s) are compatible with Rackspace Configuration Requirements and the RMC Services delivery operational models, as communicated by Rackspace to Customer; (iii) procure and maintain CMP component(s) in compliance with all vendor requirements (inclusive of support programs and subscriptions) without cost to Rackspace; (iv) configure the Customer-provided CMP component(s) to ensure accuracy, fit for purpose, and alignment with the RMC Services requirements; (v) defer to Rackspace's specific guidance for feature enablement, and best practices for deployment and configuration of CMP component(s), as reasonably required for the RMC Services; (vi) configure Alerts from all sources into the ITSM Tooling to provide a consistent framework for Incident Management; and (vii) provide appropriate CMP component access to Customer and Rackspace personnel in alignment with roles and job functions. When specified in the Service Order, Rackspace will provide the indicated component(s) of the CMP. In respect of any Rackspace-provided CMP component(s), Rackspace shall: (i) procure and maintain licensing for the CMP component(s); (ii) deploy and configure the indicated CMP component(s) as reasonably required for the RMC Services; and (iii) provide appropriate CMP component access to Customer and Rackspace personnel in alignment with roles and job functions. Fees for any Rackspace-provided CMP components (licensing fees; usage fees; and any additional costs incurred for provision, maintenance, and support) are specified in the Service Order.

5.2. Other Required Third Party Software & Services. Customer will cooperate with Rackspace and accept deployment of Third Party Software and/or Third Party Services designated by Rackspace as reasonably required for performance of the Services (e.g., FinOps Tooling, if not otherwise provided by Customer, or other third-party applications, services or Open Source software). Customer expressly acknowledges Rackspace's utilization of open-source tools and frameworks. As reasonably determined by Rackspace (and at Rackspace's option), such tools may include: (i) Grafana and/or Prometheus (monitoring & visualization); (ii) GitHub and/or Jenkins (version control & CI/CD); and (iii) PowerShell, Python, and/or Ansible (scripting & automation), with such tools used solely for the purpose of delivering, automating, and streamlining the Services. If Rackspace provides CloudHealth by VMware/Broadcom ("**CloudHealth**") as the FinOps Tooling, Customer's use of CloudHealth is additionally subject to Customer's compliance with the CloudHealth Terms. Customer releases Rackspace from any and all liability whatsoever arising out of or in connection with Customer's use of CloudHealth, the provision, management or operation of CloudHealth by VMware/Broadcom, the exercise of rights in the CloudHealth Terms by VMware/Broadcom, or Customer's breach of the CloudHealth Terms. If Customer rejects the Third Party Software or Third Party Services as recommended by Rackspace, then the parties shall reasonably cooperate to identify alternatives. To any extent that such alternatives recommended by Rackspace remain undeployed, any Rackspace obligations and SLAs dependent upon such Third Party Software or Third Party Services shall be inapplicable.

5.3. Other Customer Provided Licenses. Customer may purchase Third Party Services and/or Third Party Services for use with RMC Services. Customer is solely responsible for determining the appropriate number and type of licenses required for its environment.

5.4. Rackspace Used Third Party Software & Services. Rackspace may provide other Third Party Software and/or Third Party Services for Customer's use as part of the RMC Services, or to assist the delivery of the RMC 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 RMC Services.

5.5. Agent for Third Party Licensing. Rackspace may agree to install or may be required to install Third Party Software or Third Party Services (for example, from a Cloud Provider marketplace or Open Source software) as part of the Services. Where such activity requires the acceptance of any TPS Agreements or clickthrough terms (or similar terms), Customer hereby authorizes Rackspace to accept such TPS Agreements on Customer's behalf, and Customer agrees to be bound by and adhere to such terms (which shall prevail in the event of conflict), and acknowledges that Customer, not Rackspace, is bound by such terms. Rackspace shall notify Customer via ticket when Rackspace accepts any TPS Agreements on Customer's behalf and direct Customer to a copy. Rackspace will not engage in negotiation on Customer's behalf. In the event Rackspace purchases licenses on Customer's behalf, Customer agrees to pay for any and all license fees at Rackspace's then current rates.

6. RACKSPACE PUBLIC CLOUD TERMS. Except for Customers located in a No Resale Region, by creating a Rackspace account for RMC Services, Customer shall have the ability to use Rackspace Cloud Services through the Rackspace Cloud Services control panel. By making such use of any Rackspace Cloud Services, Customer automatically agrees to the Rackspace Cloud Terms of Service. Rackspace Cloud Services shall be invoiced separately from Customer's RMC Services Fees. Customers located in a No Resale Region will not be provided with access and may not access Rackspace Cloud Services.

Annex 1
AWS Specific Provisions

The following additional terms are applicable to Customers purchasing AWS Solutions in a Service Order for RMC Services.

1. ADDITIONAL DEFINED TERMS.

"**AWS**" means Amazon Web Services, Inc. or its affiliates.

"**AWS Account**" means Customer's payee account(s) joined via AWS Organizations to a Rackspace master AWS account designated by Rackspace.

"**AWS Customer Agreement**" means the terms, as may be updated, presently located at https://aws.amazon.com/agreement/.

"**AWS Public Sector Policy**" means the current version of the access policy between Customer and AWS governing Customer's use of the AWS Solutions if Customer is a Public Sector Customer, which may be updated, which is located at: https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Public+Sector+Access+Policy.pdf (or such successor URL as AWS may prospectively designate).

"**AWS Solutions**", means the third-party cloud computing infrastructure and the related product and services provided by AWS.

"**DDI**" means the identifier used by Rackspace to associate Customer's AWS Account with a specific Rackspace account.

"**DDI Move**" means the process of moving a Customer's DDI from one Rackspace account to another Rackspace account.

"**Public Sector Authorization(s)**" means the terms and conditions of one or more agreements, subject to these Product Terms or Customer's AWS Customer Agreement, that relate to Customer's use of the AWS Solutions as a Public Sector Customer.

"**Public Sector Customer**" means a Customer that is an agency, organization, or other entity that is within (or is substantially owned, funded, managed, or controlled by): (i) the executive, legislative, or judicial branches of any government within the U.S. (federal, state, or local) and its territories; or by any other country's government at any level; (ii) Quasi-governmental entities (such as the World Bank); (iii) international governing/regulatory bodies (such as EU institutions); (iv) publicly funded institutions (such as colleges, universities, and hospitals); or (v) higher-tier prime contractors, consultants, or other entities working in support of the foregoing. Commercial entities which also qualify as Public Sector Customers (e.g. higher tier prime government contractors) do not constitute Public Sector Customers for purposes of this Agreement.

"**SPP Program Guide**" means the current version of the AWS Solution Provider Program - Program Guide For End Customers, as may be updated, and presently found here: https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Solution+Provider+Program+-+Program+Guide+for+End+Customers.pdf.

2. ADDITIONAL TERMS. Customer must have a fully executed Cloud Provider Solutions Agreement at the time of receiving AWS Solutions from Rackspace. The Cloud Provider Solutions Agreement is the separate customer agreement (which includes the Cloud Provider DPA & Cloud Provider Privacy Policy for AWS Solutions) between Customer and AWS governing Customer's use of the AWS Solutions - meaning Customer's AWS enterprise agreement, AWS Customer Agreement, or similar terms governing Customer's use of AWS Solutions. Except for

Public Sector Customers, if Customer does not have a fully executed Cloud Provider Solutions Agreement, then by entering the Agreement with Rackspace, Customer acknowledges that Customer's use of AWS Solutions is subject to the AWS Customer Agreement, which shall be effective without signature. Customer acknowledges that Customer's use of the AWS Solutions is subject to the Cloud Provider Solutions Agreement, except for those sections of the AWS Customer Agreement governing fees, payment, pricing, and taxes, for which the Agreement shall be controlling. With respect to AWS Solutions, the Cloud Provider SLA is all service level agreements that AWS offers for its Cloud Provider Solutions posted on http://www.aws.amazon.com. If Customer is a Public Sector Customer, prior to consuming the AWS Solutions, Customer must execute the Cloud Provider Solution's Agreement directly with AWS and consent to all Public Sector Authorization(s) from both Rackspace and AWS, which shall include additional terms and conditions (e.g., the AWS Public Sector Policy). Customer represents and warrants that Customer has read and understands the SPP Program Guide and understands that Rackspace is Customer's "Authorized Solution Provider" as defined in the SPP Program Guide.

3. MFA. Customer must enable multi-factor authentication for all AWS Account root users prior to Rackspace providing support to Customer pursuant to these Product Terms.

4. DDI MOVES. Customer requests for DDI Moves must be submitted at least 14 business days in advance of the designated DDI Move date. DDI Moves are performed only on a quarterly basis and only during designated periods to minimize impact on billing. (i.e., starting on or about the 15th of the month and ending on or about the 25th of the month). Subject to Rackspace discretion, DDI Moves requested outside the designated DDI Move window will be subject to additional Fees. DDI Moves are subject to additional terms and conditions as may be communicated to Customer via ticket.

Annex 2
Microsoft Azure Specific Provisions

The following additional terms are applicable to Customers purchasing Azure in a Service Order for RMC Services.

1. ADDITIONAL DEFINED TERMS.

"**Azure**" means the third-party cloud computing infrastructure and the related products and services provided by Microsoft.

"**Azure Subscription**" means Customer's Azure account(s) on which Rackspace is identified as Customer's CSP partner by Microsoft.

"**Microsoft**" means Microsoft Corporation.

"**Microsoft Customer Agreement**" means the applicable regional version (based on Customer's location) of the agreement that Microsoft uses to provide Azure to Customer, as may be updated, presently located at: https://docs.microsoft.com/en-us/partner-center/agreements (which includes the Cloud Provider DPA and Cloud Provider Privacy Policy).

2. AZURE LIGHTHOUSE DEPLOYMENT & MANAGEMENT. 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. ADDITIONAL TERMS. Microsoft reserves the right to decline to provide Azure to Customer in its sole discretion, and Microsoft requires Customer's direct acceptance to the Cloud Provider Solutions Agreement (which is the Microsoft Customer Agreement) prior to providing Azure. With respect to Microsoft, the Cloud Provider SLA is the applicable service level agreement provided by Microsoft for Azure at: http://www.aka.ms/csla/. Customer will have access to Customer Data following termination of Azure in accordance with the Microsoft Customer Agreement.

Annex 3
Google Cloud Platform Specific Provisions

The following additional terms are applicable to Customers purchasing Google Solutions in a Service Order for RMC Services.

4. ADDITIONAL DEFINED TERMS.

"**Add-On Service**" means an additional product or service purchased by Customer from Rackspace to enhance, add to, or modify specific, identifiable Services or deliverables.

"**Deprecation Covered Services**" means Google App Engine, Google BigQuery, Google Cloud Bigtable, Google Cloud Storage, Google Cloud Pub/Sub, and Google Cloud CDN, excluding: any versions, features, or functionality labeled "Alpha" or "Beta"; Google Compute Engine, excluding: specific resource types, including specific regions, zones and instance types, and any versions, features or functionality labeled "Alpha" or "Beta"; Google Cloud SQL, excluding: specific resource types, including specific regions, zones and instance types and versions, and any versions, features, or functionality labeled "Alpha" or "Beta"; and any other Cloud Provider Solutions listed at the Deprecation Policy (being the terms presently located at: https://cloud.google.com/cloud/terms/Deprecation or any successor URL).

"**Google**" means Google LLC (or any successor entity).

"**Google Anthos**" means, collectively, (i) components of Google Anthos listed at https://cloud.google.com/terms/services (or such other URL Google may provide), and (ii) any software provided by Google specifically to enable the use of the Google Anthos, including Google Cloud Platform Premium Software for Google Anthos, described at https://cloud.google.com/terms/services (or such other URL Google may provide).

"**Google Anthos Terms**" or "**Anthos Terms**" means terms applicable to Google Anthos, as may be updated, which are presently available at: https://cloud.google.com/terms/services or any successor URL.

"**Google AUP**" means the then-current acceptable use policy for the Google Services stated at https://cloud.google.com/cloud/terms/aup or any successor URL.

"**Google Looker**" or "**Looker**" means collectively, the following services provided by Google: (i) the Looker integrated platform, including cloud-based infrastructure (if applicable), and software components (including any associated APIs) that enables businesses to analyze data and define business metrics across multiple data sources; and (ii) the Looker downloadable tools, including the licensed Looker data platform, and any other computer software provided by Google for use in connection with the same, and any copies, modifications, derivative works or enhancements thereto.

"**Google Looker Terms**" or "**Looker Terms**" means the current version of the Looker Terms of Services, as may be updated, and presently located at: https://looker.com/trust-center/legal/customers/msa or any successor URL.

"**Google Looker TSSG**" or "**Looker TSSG**" means the current version of the Looker Technical Support Services Guidelines, as may be updated, and as presently located at: https://looker.com/trust-center/legal/customers/support-lss or any successor URL.

"**Google Maps**" means the current version of Google Maps services, as may be updated, and as further described at https://developers.google.com/maps/documentation/ or any successor URL.

"**Google Maps Fees**" means, as may be updated, the applicable fees, and any applicable taxes, for Google Maps as set forth at http://cloud.google.com/skus or any successor URL.

"**Google Maps Terms**" or "**Maps Terms**" means the current version of Google Maps terms of service, as may be updated, and as presently located at: https://cloud.google.com/maps-platform/terms or any successor URL.

"**Google Project**" means a grouping of computing, storage and API resources through which Customer may use the Google Services (more fully described in the Cloud Provider Documentation presently located at: https://cloud.google.com/docs/ or any successor URL).

"**Google Services**" means the web services provided by Google, including Google Cloud Platform ("**GCP**"), Google Support, and those services identified at: https://cloud.google.com/terms/services or any successor URL.

"**Google Solutions**" means the third-party cloud computing infrastructure and the related product and services provided by Google, including Google Cloud Platform ("**GCP**"), Google Support, Google Anthos, Google Looker, Looker Support, Google Maps, and those services identified at: https://cloud.google.com/terms/services or any successor URL.

"**Google Solutions TSSG**" means the Technical Support Services Guidelines for the Google Solutions, as may be updated, and presently located at: https://cloud.google.com/terms/tssg or any successor URL.

"**Google Support**" means the Google Cloud Platform Premium Support offering, as further described at https://cloud.google.com/support/#support_options or such URL as Google may provide.

"**Google TOS**" means the terms of service for Google Cloud Platform at https://cloud.google.com/terms/ or any successor URL, or, if applicable, an offline variant of such terms.

"**Looker Support**" means the then-current technical support service provided by Google under the Looker TSSG.

"**Maps SLA**" means the applicable service level agreement for Google Maps, as defined in the Google Maps Terms.

"**Service Specific Terms**" means the then-current terms specific to one or more Google Services or Software described at https://cloud.google.com/cloud/terms/service-terms or any successor URL.

5. GOOGLE PLATFORM SUPPORT SERVICES. Customer's Google Solutions will include access to the Google Solutions control panel. Add-On Services may be available but contingent upon Customer retaining the default account settings applied by Rackspace and meeting any Rackspace Configuration Requirements provided to Customer from time to time. Notwithstanding anything to the contrary in these Product Terms, Rackspace will procure Cloud Provider Support, being Google Support, for Customer for the duration of the support term set out in the Service Order. Customer shall provide Rackspace with all information reasonably necessary to enable setup and provisioning of Google Support. Customer's use of Google Support is subject to the terms of the Agreement and will be provided in accordance with the Google Solutions TSSG.

6. GOOGLE ANTHOS. Google Anthos services are provided subject to the Anthos Terms and any additional terms set out in a Service Order. Customer shall provide Rackspace (or its Representative) with all information reasonably necessary to enable setup and provisioning of Google Anthos. Customer may only purchase Google Anthos if Customer has also purchased Google Support as directed by Rackspace (or its Representative). Customer must purchase and maintain Google Support to receive technical support for the Google Anthos. When indicated on Customer's Service Order incremental purchases of Google Anthos will be pro-rated for the remaining Initial Term or Renewal Term of Customer's applicable Service Order. Google Support for Google Anthos will not be provided outside the geographic territories for which Customer has purchased Google Anthos. Customer will not disclose the results of any benchmark test of the Google Anthos product to any third party without Google's prior written consent.

7. GOOGLE LOOKER. Google Looker services are provided subject to the Looker Terms and any additional terms set out in a Service Order. If Customer purchases Looker Support, Rackspace will procure Looker Support in the stated permitted territory for the Looker Services for the duration of the support term set out in the Service Order; Customer shall contact Google directly for support issue(s) with Google Looker; Customer's use of Looker Support is subject to the terms of the Agreement and will be provided in accordance with the Looker TSSG. Rackspace

reserves the right to charge additional fees (at Google's then-current list prices) to Customer if Customer's usage of Google Looker exceeds the licenses set out in the Service Order. Incremental purchases of Google Looker will be pro-rated for the remaining Initial Term or Renewal Term of Customer's applicable Service Order.

8. GOOGLE MAPS. Google Maps is provided subject to the Maps Terms and any additional terms set out in a Service Order. If Customer purchases Google Maps, Customer hereby authorizes Rackspace to accept the applicable Maps Terms on Customer's behalf, agrees to be bound by and adhere to such terms, and acknowledges that Customer, and not Rackspace, are bound by the Maps Terms. Rackspace shall notify Customer via ticket when Rackspace accepts such terms on Customer's behalf and direct Customer to a copy. Customer will periodically review the Maps Terms to ensure compliance with any updates. Additionally, Customer will obtain and maintain any consent required from end users to allow Rackspace to perform its obligations under the Agreement. Customer shall provide Rackspace, and if applicable Google, with all information reasonably necessary to enable setup, provisioning, and technical support for Google Maps. Customer will be responsible for the Google Maps Fees, or Fees for Google Maps as otherwise stated in the Service Order. Technical support for Google Maps will be provided to Customer by Google only as provided for in the Maps Terms. Customer may be eligible for certain remedies as described in the Maps SLA. In such case, Customer will request SLA remedies directly from Rackspace. The remedies indicated in the Maps SLA are Customer's sole and exclusive remedy applicable to the performance of Google Maps and for any failure by Google to meet the indicated SLA. Rackspace, at its sole option and discretion (or as directed by Google), may terminate Google Maps upon 90 days' prior written notice.

9. COMPLIANCE WITH TERMS. With respect to Google Solutions, the Cloud Provider Solutions Agreement includes the Anthos Terms, Looker Terms, Maps Terms (including the Maps SLA), the Google Solutions TSSG, and the Looker TSSG (as applicable). Customer grants Rackspace and Google the right to review Customer Data, Applications, and Google Projects for compliance with the Google AUP and the Service Specific Terms. With respect to Google, "Cloud Provider Solutions Agreement" means the terms that are specific to each Google Service, as may be updated, presently located at: https://cloud.google.com/terms/service-terms or any successor URL. Customer shall not and shall not allow any third parties under Customer's control to use the Google Solutions to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine. The Google Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the Federal Acquisition Regulations ("FAR") and agency supplements to the FAR.

10. TWELVE MONTH RENEWAL. Notwithstanding anything to the contrary, upon expiration of the initial term indicated in the Service Order, Google Support, Google Anthos, Looker Services and Looker Support, will automatically renew for consecutive 12-month Renewal Terms unless either party provides the other with written notice of termination at least 90 days prior to expiration of the then current term.

11. DATA AND PRIVACY.

11.1. Customer Information Disclosure. To resell to Customer a subscription for the Google Solutions and help Customer to provision Customer's Google account(s), Rackspace shall provide Google Customer contact information and account details. Customer consents to Rackspace's collection, use, and disclosure of this information associated with the RMC Services in accordance with Rackspace's Privacy Statement (available at http://www.rackspace.com/information/legal/privacycenter/ or any successor URL, as such may be updated by Rackspace from time to time), including Customer's categorization as a TOS Customer, as described in Rackspace's agreement with Google. Such information may be transferred outside Customer's jurisdiction, including to the United States.

11.2. Contact by Google. Customer consents to Google contacting Customer directly for the following purposes: (i) to conduct customer service and satisfaction surveys; (ii) to the extent required to provide options regarding continuity of the Google Solutions (including in the event that Rackspace's authorization to continue to resell or provision the Google Solutions has been terminated); and (iii) for purposes related to the provisioning of the Google Solutions to Customer's account, including in relation to any Google Solutions updates or security incidents.

11.3. Data Processing Roles. With respect to the Google Solutions, Google is a processor, and Customer is the controller, of any Customer personal data contained in Partner Data (being data provided to Google by or on behalf of Rackspace, Customer, or Customer's end users through the Google Services) processed through the Google Services.

11.4. Customer Data Compliance. Customer shall process any Customer Data that includes PII in compliance with Applicable Data Privacy Law. Customer agrees that if the Cloud Provider Services Region Customer selects for storing Customer's PII is outside of Customer's own state, province, country, or other jurisdiction, then Customer's obligation to comply with Applicable Data Privacy Law includes an obligation to comply with the law of the state, province, country, or other jurisdiction in which the PII is stored. Customer shall, or Customer shall require its end user(s) to, implement those technical and organizational measures required by Applicable Data Privacy Law relative to Customer's use of the Google Solutions and the nature and the volume of the PII processed through Customer's use of the Google Solutions. Customer is responsible for providing any necessary notices to individuals and for obtaining any legally required consent from individuals in relation to Rackspace's provision of any services to Customer or Customer's Processing of any PII. Customer shall not, by any act or omission, place Google or Rackspace in breach of Applicable Data Privacy Law.

11.5. HIPAA. Unless Customer has received prior written consent from Rackspace, Customer may not use the Google Solutions for any purpose or in any manner involving Protected Health Information (as defined in HIPAA).

12. GOOGLE SERVICES — GENERAL TERMS.

12.1. Google TOS Acknowledgment. Customer acknowledges that, as a TOS Customer, Customer's access to and use of the Google Services is subject to the Google TOS, which Customer has accepted directly with Google. The Google TOS governs the relationship between Customer and Google with respect to the Google Services.

12.2. Independent Contractors. Customer acknowledges that Rackspace, Google, and Customer are independent contractors with respect to the resale of the Google Services and that Rackspace is not Google's agent or partner or in a joint venture with Google.

12.3. Release of Rackspace. Customer releases Rackspace from any and all liability whatsoever arising out of or in connection with: (a) the Google Solutions; (b) Google's provision, management, or operation of the Google Solutions; and (c) Google's exercise of its rights under the Google TOS, Google AUP, Service Specific Terms, or Looker Terms of Service, or Customer's breach thereof.

12.4. Google Solutions Liability Cap Adjustment. For the purposes of calculating any limitation on Rackspace's liability under the Agreement, Fees attributable to the Google Solutions shall be excluded from the calculation of any damages cap or limitation. For the avoidance of doubt, Rackspace's limitation of liability under the Agreement shall be calculated solely by reference to Fees for Rackspace's managed services (excluding any pass-through Fees for Google Solutions). Nothing in this provision expands Rackspace's liability beyond the limits set forth in the Agreement as so calculated.

13. TOS CUSTOMER OPERATIONAL DISCLOSURES.

13.1. Suspension Disclosure. Customer acknowledges that: (a) Rackspace is technically able to Suspend Customer's Google Cloud Platform account and may have, at Customer's discretion, the ability to access Customer's Google Cloud Platform account, but Rackspace will Suspend Customer's access to the Google Services and access such account(s) only in accordance with this Agreement; and (b) Google will have no liability arising out of Rackspace's Suspension of Customer's access to the Google Services or access to such account(s).

13.2. Billing Metadata Access. Customer acknowledges that Rackspace has the ability to view Customer's billing account metadata, but that Rackspace will access such metadata only in accordance with this Agreement.

13.3. Fee Disclosure for Google TOS Claims. If Customer or Google brings a claim under the Google TOS relating to Customer's use of the Google Solutions, and disclosure of the fees paid or payable under the Agreement for the Google Solutions is reasonably necessary in connection with such claim, then neither Customer nor Rackspace will object to such disclosure and each party waives any claim that such disclosure breaches any confidentiality obligations under the Agreement.

14. WARRANTY AND LIABILITY DISCLAIMER. To the maximum extent permitted by applicable law, neither Google nor Rackspace shall have liability for any damages, whether direct, indirect, incidental, or consequential, arising from Rackspace's distribution and resale of Google Solutions to Customer. Rackspace disclaims all warranties with respect to the Google Services on behalf of itself and on behalf of Google, including warranties of merchantability, satisfactory quality, reasonable care and skill, fitness for a particular purpose, and non-infringement. Notwithstanding anything to the contrary, neither Rackspace nor Google make any express or implied warranty or condition on behalf of its Representatives under the Agreement (including these Product Terms), and to the extent any language may be construed as a warranty or condition, it is hereby disclaimed. These disclaimers do not limit either party's liability for matters that cannot be excluded or limited under applicable law.

15. INDEMNIFICATION. Customer agrees that Customer's indemnification obligations under the Agreement shall include any third party claim to the extent arising from: (i) any Application, Google Project, or Customer Data; (ii) Customer's use of the Google Services in violation of the Google AUP; or (iii) Customer's use of the Google Services in violation of the Service Specific Terms.

16. CLOUD PROVIDER SOLUTIONS AVAILABILITY. In the event Google intends to discontinue or make backwards incompatible changes to the Deprecation Covered Services, Google shall announce such change or discontinuance and shall continue to operate those versions and features of the Deprecation Covered Services without such changes for at least one year after the announcement, unless (as Google determines): (i) otherwise required by law or a third party relationship, or (ii) doing so could create a security risk or substantial economic or material technical burden.

17. GOOGLE SERVICE LEVEL AGREEMENTS. The Cloud Provider SLA for Google Cloud Platform means each of the then-current service level agreements at: https://cloud.google.com/terms/sla/ or any successor URL, and the Google Maps SLA. Customer's sole and exclusive remedy for any failure by Google to meet the applicable Google Service Level Agreement is the receipt of a credit pursuant to the terms of such Service Level Agreement. Customer must request any such remedies directly from Rackspace, and not from Google, unless Customer has purchased Google Support and a direct request is permitted under the Cloud Provider Terms.

18. SECURITY MEASURES. Customer acknowledges that, as a TOS Customer, Google's security commitments applicable to the Google Services are provided directly to Customer under the Google TOS, including the Cloud Data Processing Addendum available at https://cloud.google.com/terms/data-processing-addendum or any successor URL. Such security commitments are implemented and maintained by Google, not Rackspace.