RACKSPACE OPENSTACK BUSINESS PRODUCT TERMS (EARLY RELEASE)

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Product Terms shall apply when Customer purchases Rackspace OpenStack Business ("**OpenStack Business**", or the "**Services"),** as described herein. Per the "**Early Release**" designation, the Services are subject to the Rackspace Test Terms, which shall supersede these Product Terms in the event of conflict, and which are posted at: https://www.rackspace.com/information/legal/testterms.

1. OVERVIEW. Rackspace OpenStack Business provides Customer with a Rackspace-managed cloud computing environment, provisioned by the OpenStack operating platform and hosted within a Rackspace data center within a hybrid, multi-tenant infrastructure, with dedicated computer nodes. The Services are scalable, and configuration options are available for OpenStack Business (i.e., addition of networking, storage, etc.), and the Services are charged on a pay-as-you-go basis.

2. ADDITIONAL DEFINED TERMS.

"**Business Hours**" means 9:00 am to 5:00 pm US central time (or the time zone holidays in the primary location in which the Services are performed, if specifically noted by Rackspace for Customer), during a Business Day.

"**End Customer**" means any end user or customer that is authorized or enabled by Customer or that accesses or uses the Services through the Customer order or account access.

"**OpenStack Business SLAs**" means the service level agreements, as may be updated by Rackspace, presently located at: http://www.rackspace.com/information/legal/

"**Support**" means: (i) live telephone support on a 24/7/365 basis by Rackspace employees with training and experience with the Services; (ii) the support provided by Rackspace pursuant to the service level elected by Customer in the Service Order; and (iii) any additional support applicable to Customer's specific Services' configuration and options, as described in these Product Terms and the Service Order.

3. OPENSTACK FLEX ACCESS. Customer may access the Services via the online Rackspace cloud control panel, or via a Rackspace-provided API. Rackspace may modify its online control panel or API at any time or may transition to a new API. Customer agrees that Rackspace may establish new procedures for Customer's use of the Services, including as Rackspace deems necessary for the optimal performance of the Services. Customer agrees that Rackspace may migrate the Customer Configuration or the Customer Data within or between data centers if Rackspace determines doing so is necessary to remediate service degradation or shared resource constraints or for the optimal performance of the Services. If such migration will result in Customer's Customer Data residing in a data center in a different country Rackspace shall give Customer reasonable advance notice of at least 30 days.

4. SERVICE LEVEL AGREEMENTS. The OpenStack Business SLA and the indicated credit remedy eligibility are applicable to the Services, subject to the following terms:

4.1. Maintenance Exclusions. With respect to all indicated SLAs, Customer is not eligible for a credit remedy if an SLA failure results from Maintenance. "**Maintenance**" means:

(A) Rackspace Maintenance Windows. Modification or repairs to shared infrastructure (such as core routing or switching infrastructure) and fleet management activities (such as firmware updates for Customer's network appliances) that Rackspace has provided notice of at least 72 hours in advance and that occurs during off peak hours in the time zone where the data center is located;

© 2024 Rackspace US, Inc. – Global Product Terms –18 December 2024 Revision – OT# 60256

(B) 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;

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

(D) Routine Optimization. Where Rackspace has attempted and failed on three consecutive occasions to live-migrate Customer's virtual machine(s), Rackspace may, on 24 hours' advance notice to Customer, conduct a reboot-migration of Customer's virtual machine(s).

4.2. SLA Exclusions. With respect to all indicated SLAs, Customer is not eligible to request a credit for a failure to meet an 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 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 by the precipitating downtime or outage. Credit remedies identified in specific currency amounts are awarded in the amount matching the currency on the Customer's invoice.

4.3. Credit Request Process. Customer shall request a credit in writing via a support ticket no later than seven 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 and unused credits shall not be refunded. Time-based metrics are by reference to the times recorded within the Rackspace ticket system. Time periods commence upon either Rackspace or Customer opening a ticket or, when applicable, the time recorded in a Rackspace monitoring system. If Rackspace opens the ticket on behalf of Customer request made by telephone, there may be delay in opening the ticket.

5. TERM AND RENEWAL.

5.1. Term. The initial term for each Service Order begins on the date that Rackspace makes the Services available for Customer's use and continues for the period stated in the Service Order; or if no period is stated in the Service Order, then the initial term shall be one month ("**Initial Term**"). Upon expiration of the Initial Term, the Service Order shall automatically renew for successive monthly renewal terms (each a "**Renewal Term**"), unless and until either party provides written notice of non-renewal at least 30 days prior to expiration of the then-current Renewal Term.

5.2. Customer Data Retrieval. Customer is responsible for retrieving a copy of the Customer Data and deleting Customer Data from the Services prior to the expiration or termination of the Services. Upon the effective date of expiration or termination, Customer will no longer have access to the Services. Customer further acknowledges that if instances are deleted through Customer's Control Panel, API or other means, then data contained thereon shall no longer be recoverable.

6. SERVICES FEES.

6.1. Pricing & Fees. The Services are priced based upon options selected and ordered by Customer, including infrastructure configuration, bandwidth capacity and service levels, pursuant to the Customer Service Order.

6.2. Invoicing & Payment. Fees for the Services will be invoicing on a monthly recurring basis, in arrears, for all Service consumed in the preceding month, beginning on the date the Services are first made available to Customer. Unless stated otherwise, Fees are charged in the same currency indicated in the Service Order. Customer authorizes Rackspace to obtain a credit report at any time during the term of the Agreement. All Fees are non-refundable and are payable in accordance with the terms of the Agreement. If Customer has arranged for payment by credit card or direct debit or ACH, Rackspace may charge Customer's card or account on or after the invoice date.

7. RESALE. For resell of the Services, Customer shall establish a written, legally binding contract with each of its End Customers that is at least as protective of Rackspace (and its Representatives) as the Agreement (inclusive of these Product Terms), including enforceability of all rights. Customer may not modify or negotiate the provisions of the Agreement or these Product Terms with its End Customer. Customer shall be responsible for all End Customer access to and use of the Services, to the same extent as if Customer itself were using the Services. Any End Customer breach shall be considered a breach by Customer. Customer may not resell the use of Rackspace Role Based Access Control Services.

8. CUSTOMER DATA PRIVACY. Customer warrants that Customer shall process any Personal Data (meaning Sensitive Data which can be used to identify an individual or is likewise defined by applicable law) in compliance with all applicable laws. Customer shall, or Customer shall require its end user(s) to, implement those technical and organizational measures required by the applicable laws relative to Customer's use of the Services and the nature and the volume of the Personal Data stored on the Customer Configuration or processed through Customer's use of the Services. 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 Personal Data. The way in which Rackspace can help Customer to meet Customer's obligations under applicable data protection or privacy law is addressed in the Data Processing Addendum available at https://www.rackspace.com/information/legal/GSAdataprocessingaddendum_MC.

9. CUSTOMER DATA BACKUP. Although the Service may be used as a backup service, Customer agrees that Customer shall maintain at least one additional current copy of Customer's Customer Data somewhere other than on the Rackspace OpenStack Business Services. If Customer utilizes Rackspace cloud backup services, Customer is responsible for performing and testing restores as well as testing Customer's systems and monitoring the integrity of Customer's Customer Data. Customer has the option to create a snapshot or backup of Customer's cloud servers or databases however it is Customer's responsibility to initiate the snapshot or backup and test them to determine the quality and success of Customer's snapshots and backups.

10. SUSPENSION OF SERVICES.

10.1. Grounds for Suspension. Rackspace may suspend Services without liability if: (i) Customer fails to pay Rackspace when payment is due, regardless of whether such failure is the fault of Customer or a third party; (ii) Customer initiates a chargeback; (iii) Rackspace reasonably believes that the Services are being used in violation of the Agreement; (iv) Customer does not cooperate with Rackspace's reasonable investigation of any suspected violation of the Agreement; (v) there is an attack on Customer's Customer Configuration or the Customer Configuration is accessed or manipulated by a third party without Customer's consent; (vi) Rackspace is required by law or by a regulatory or government body to suspend Customer's Services; or (vii) there is another event for which Rackspace reasonably believes that the suspension of Services is necessary to protect the Rackspace network or Rackspace's other customers. Customer understands and agrees that Customer shall not have access to Customer's data stored on the Services during a suspension.

10.2. Suspension Notice. Rackspace shall give Customer advance notice of a suspension under this section 10 of at least 12 Business Hours unless Rackspace determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Rackspace or its other customers from imminent and significant operational, legal, or security risk. If the Customer Configuration is compromised, then Customer must address the vulnerability prior to Rackspace placing the Customer Configuration back in service or, at Customer's request, Rackspace may be able to perform this work for Customer at Rackspace's standard hourly rates as a Service.

10.3. Services Fees. If a suspension is based on Customer's breach of Customer's obligations under the Agreement, Rackspace may continue to charge Customer the Fees for the Services during suspension and may charge a reasonable reinstatement fee upon reinstatement of the Services.

11. LICENSING TERMS & COMPLIANCE.

11.1. Downloaded Software. Customer's use of any API, code or SDK (software development kit) Customer downloads from the Rackspace website is governed by the terms and conditions included with the code in the file named 'COPYING' or 'LICENSE' or like caption and the terms of the Agreement. The Service Order includes any Services which Customer provisions through the cloud control panel or an API.

11.2. Terms for Provisioned Services. Customer's use of OpenStack Business includes the ability to provision additional Services electronically, and Customer acknowledges that such provisioning constitutes Customer's acceptance of the Agreement for each purchase or transaction Customer conducts. Rackspace's provisioning of the Services described in such transaction shall constitute Rackspace's acceptance of the Service Order. Unless Customer is using the Services subject to a free, introductory, student, developer, or pro bono account approved by Rackspace (the "**Account Exceptions**"), Customer may only use the Services for commercial purposes. The individual who submits an order for Services warrants and represents that they do so on behalf of a business, company or other legal entity and not as a consumer unless the Account Exceptions apply. If the individual placing the order is a consumer, and not otherwise subject to the Account Exceptions, Rackspace may cancel the Service Order and terminate the Services and the Agreement at any time in its sole discretion.

11.3. Microsoft® Software. Customer's use of any Microsoft® software is governed by: (i) Microsoft's license terms that appear at http://www.rackspace.com/information/legal/microsoftlicense, for client or redistributable software; (ii) Microsoft's license terms at https://www.rackspace.com/information/legal/microsoftlicensemobility for use of Microsoft software on the Rackspace Cloud under the license mobility program; and (iii) any use restrictions on Customer's use of the Microsoft software as indicated in the Service Order, such as a limitation on the number of users. If Customer resells any part of the Services that include Microsoft software, then Customer must include the Microsoft terms posted at https://www.rackspace.com/information/legal/microsoftlicensemobility in a written agreement with its customers.

11.4. Red Hat® Software. Customer's use of any Red Hat, Inc. software provided for Customer's use by Rackspace is governed by the current version of the Red Hat Cloud Services Subscription Agreement (as may be amended from time to time by Red Hat in its sole discretion) that appear at that appear at https://www.redhat.com/en/about/licenses/cloud-cssa.

12. WARRANTY & DISCLAIMERS. Customer understands and agrees that its Hosted System is deployed within a shared, multi-tenant infrastructure and upon the same hypervisor as other customer systems and that, unlike single-tenant deployments, the performance of its workloads may vary based on upon the overall demands on the Rackspace Services.

1. SERVICES MANAGEMENT AGENT. 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).

2. ADDITIONAL TERMS FOR SPECIFIC SERVICES.

12.1. Cloud Server Images. If Customer provisions its OpenStack Business Service using a non-standard or non-Rackspace image or installation (even if such image is made available to Customer by Rackspace during configuration, when so identified), then Rackspace shall have no obligation to provide Support for that Service, and any Support provided shall be deemed Unsupported Services and provided on an AS IS basis. Customer agrees that if Customer uses Rackspace Services to share or receive an image Customer does so at Customer's sole risk.

12.2. Role-Based Access Control. Customer's designated account administrator is responsible for role administration. Customer may self-manage role administration via the Rackspace API. When making

permission changes with role-based access control services, there may be a delay before the implementation of changes, including self-managed changes. Rackspace is not responsible for any loss that may occur due to the delayed implementation of changes.

12.3. VM Management. If specified in Customer's Service Order, then VM Management services are provided pursuant to and are subject to the Rackspace VM Management Services terms, as may be updated, and as presently found at: https://www.rackspace.com/information/legal/guestosservices.