RACKSPACE CSE as a SERVICE PRODUCT TERMS

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Product Terms shall apply when Customer purchases Rackspace CSE as a Service at any of the respective Services tiers, Foundation, Standard, or Elite (individually, "**Rackspace CSE Foundation**" or "**Foundation**", "**Rackspace CSE Standard**" or "**Standard**", or "**Rackspace CSE Elite**" or "**Elite**", and collectively, "**Rackspace CSE"** or the "**Services**").

1. ADDITIONAL DEFINITIONS.

"**Covered Environment**" means the Rackspace-managed, Hosted System and/or Customer Configuration identified in Customer's Service Order as within scope of Rackspace CSE.

"**Customer Success Engineer**" or "**CSE**" means a technical resource aligned to Customer's specific requirements to provide the support described herein for the management, optimization and enhancement of Customer's Covered Environment.

"**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.

"**Business Days**" means Monday through Friday, excluding US federal holidays (or holidays in the primary location in which the Services are performed, if specifically noted by Rackspace for Customer).

"**Incident**" means an unplanned interruption to the Services or a reduction in the quality of the Services triggering an alert, or reported in a Support request where Rackspace has substantiated that the issue should have triggered an alert.

2. OVERVIEW. Rackspace CSE Customers are assigned a Customer Success Engineer to conduct ongoing operational review, assessment, and reporting to support Customer's operational management, incident management, strategic planning and cost optimization for Customer's Covered Environment, per the Services tier identified in Customer's Service Order, as further described herein.

3. RACKSPACE CSE SERVICES. Rackspace shall provide Customer with access to a CSE to provide additional technical review and assessment, and support for the Covered Environment. The Services consist of the CSE tasks and responsibilities described in this section 3 , at each of the respective Services tiers, to be performed monthly, annually, or at another cadence, as agreed. These tasks will be performed by the CSE and recorded in Salesforce, or such other system as Rackspace may later designate.

3.1. Foundation Services tier. The Foundation Services tier is intended for customers requiring additional assistance with ticket management, version support, and bandwidth reporting. Monthly, it typically consists of.

(A) Ticket Analysis and Escalation. Analysis of support tickets to identify trends and provide Customer with escalation capabilities on an ad hoc basis.

(B) Firmware Version Reporting. Reporting on the firmware status of Rackspace-managed hardware, and assistance in planning upgrades for end-of-life (EOL) firmware versions on managed devices, where applicable.

(C) Bandwidth Allocation Review. Review of bandwidth usage to optimize connectivity and to assess whether Customer's current services are suitable.

(D) Operational Meetings. Engagement with Customer on regular basis to discuss the indicated tasks.

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3.2. Standard Services tier. The Standard Services tier is intended for customers seeking greater insights into their platforms. Monthly, it typically consists of.

(A) Foundation Services. All services provided under the Foundation Services tier.

(B) Incident Management Support. Support and guidance for Customer's or Rackspace's incident management functions.

(C) Managed Backup Reporting. Reporting on Customer's managed backup status, which may include identifying failed backups, and guidance on develop a remediation plan.

(D) Monitoring Reporting. Support for monitoring of managed devices, which consists of identifying applicable devices, highlighting potential trends, and evaluating monitoring thresholds,

(E) Anti-Virus Reporting. Report on status of Customer's antivirus solution.

(F) Resource Utilization Reporting. Reporting, recommendation and/or guidance for Customer's subscribed to and/or configured levels of storage and memory, to support Customer operations.

(G) Infrastructure Diagram. Create and maintain high-level infrastructure diagrams for the Covered Environment.

(H) Performance Review. General performance review of the Covered Environment, to assesses efficiency, reliability, and scalability, and to identify areas for improvement and optimization.

(I) Managed Technical Service Review. Engagement with Customer on regular basis to review findings, and operational status, and to provide recommendations.

(J) Strategic Support. Support for the Customer Success Manager (CSM) in developing future-state plans in alignment with Customer's technical requirements and strategic business goals.

3.3. Elite Services tier. The Elite Services tier is intended for customers seeking more advanced insights into their platforms than provided with the lower Services tiers. Monthly (except as noted), it typically consists of.

(A) Foundation and Standard Services. All services provided under the Foundation and Standard Services tiers are included.

(B) Storage Forecasting. Forecasting to inform Customer of any upcoming constraints or potential cost optimizations.

(C) Physical & VMware Forecasting. Status assessment of physical hardware (i.e., servers, storage devices, and network equipment), and virtual machines (and/or computing platform resources), within the Customer Environment to project future capacity requirements, upgrade requirements, and potential optimization opportunities.

(D) BCP Planning. Collaborate with the Customer to create a business continuity plan (BCP), per Customer's specific requirements, on an annual basis.

(E) EOL Review. Review end-of-life (EOL) status for Rackspace-managed hardware and software and assist in planning upgrades or replacements where applicable.

(F) Peak Activity Planning. Advise on appropriate scoping of the Covered Environment for relevant activities (e.g., advertising campaigns, Black Friday).

(G) Security Review. Review to assess the Covered Environment for known vulnerabilities and operational security, on an annual basis.

(H) Solutions Architect Review & Innovation/Tech Planning. Identify optimizations (e.g., cost/performance) that Rackspace can implement in conjunction with the Customer, on an annual basis.

(I) Customer/Rackspace Roadmap Planning. Align Rackspace and Customer goals and advise on upcoming products of interest, on an annual basis.

(J) High Availability (HA) Review/Test. Review and testing of Customer's High Availability, Customer-specific setup, on an annual basis.

(K) Disaster Recovery (DR) Test. Assessment of Customer's readiness for fail over to their DR site and review of the Customer-specific DR procedures applicable to both parties, on an annual basis.

(L) Annual Business/Strategy Review. Conduct an overarching meeting to discuss the year's performance, and to provide guidance and recommendations for improvement and optimization for the prospective year, on an annual basis.

4. OUT OF SCOPE. Rackspace will provide only the Services described in section 3, as per the Services tier indicated in the Service Order, and as per the Covered Environment specified in the Service Order. All other services are out of scope, are not included within CSE Services and are specifically excluded from performance obligations of Rackspace. To the extent of any out-of-scope services that Rackspace may provide, at its sole discretion, such services are provided on an as-is basis, without warranty and are deemed to be Unsupported Services.

5. SERVICES DELIVERY.

5.1. CSE. Rackspace will assign a CSE to Customer to facilitate long-range planning and prioritization, for overall relationship management, and for general coordination of the Services. Services shall be provided remotely, however, ad hoc attendance at Customer premises can be arranged for face-to-face workshops, business reviews, etc., subject to reasonable notice and mutual approval (subject to additional fees, if applicable). Services are performed and delivered by Rackspace using its own tooling and its own established processes and methodologies (except as otherwise indicated or required). Customer's assigned CSE may be based in any country, however, the assigned CSE for the Elite Services tier may be solely US-based, or UK-based, when selected in Customer's Service Order. Rackspace may be prevented from providing Services in certain regions. If Customer has a question as to availability of the Services in a specific region, Customer may contact Rackspace support. During the term of the Service Order Rackspace may, at its sole discretion, replace the CSE assigned to Customer with another CSE. All CSE Services tasks, as specified for each of the respective Services tiers, are performed at a monthly cadence (except as otherwise noted) during Business Hours.

5.2. Commencement of Services. Unless otherwise notified by Rackspace, Customer's Services will commence following execution of the Service Order, assignment of the CSE resources, and Rackspace's good faith attempt to initiate of a kickoff call between Rackspace and Customer (to be scheduled at a mutually agreed time following the assignment of CSE resources). If, within five Business Days of a such request to initiate a kickoff call, Rackspace has not received the required Customer cooperation, then Rackspace may, in its sole discretion, initiate the Customer setup and begin billing for these Services. In such case, Rackspace may, without liability, reschedule Services dates, and/or re-allocate CSE resources assigned to Customer, which may result in delay or additional cost to Customer.

6. CUSTOMER OBLIGATIONS. Customer acknowledges that Rackspace's performance of the Servies is contingent upon Customer meeting the obligations in this section 6. Rackspace is not liable for any failure, delay, non-performance or sub-standard performance to any extent caused by Customer's failure to meet its obligations under these Product Terms.

6.1. General Assistance. Customer shall provide Rackspace in a timely manner, with all required cooperation, and with complete and accurate information, as reasonably requested or required for the Services, and such responses and information will be communicated to appropriate Rackspace personnel through the Rackspace portal or ticketing system, or as otherwise directed by Rackspace. Customer responsibilities include: (i) providing access credentials to systems and accounts, technical assistance, documentation, and configuration data, and (ii) coordinating maintenance windows, and liaising with Customer stakeholders and third parties (including other services providers). Customer shall not unreasonably withhold, delay or condition any approval, consent or authorization required for provision of the Services.

6.2. Primary Point of Contact. Customer shall designate a primary project manager and shall identify technical contacts and other personnel to respond to reasonable requests from Rackspace. Customer shall ensure that its Customer personnel assigned to the support the Services are adequately qualified. Customer shall ensure that necessary personnel participate in meetings.

7. CHANGES TO PRODUCT TERMS. Notwithstanding anything in the Agreement to the contrary, Rackspace may change these Product Terms at any time, effective immediately in response to: (i) changes to applicable law; (ii) changes made to any third party supplier product or services upon which these Services depend; (iii) operational changes to CSE Services which are generally effective to CSE Services customers, or which are required (in Rackspace's reasonable determination) for the ongoing performance or proper functioning of the CSE Services.

8. WARRANTY & DISCLAIMERS.

8.1. Services Warranty & Disclaimers. CSE Services are provided by private cloud infrastructure generalists, and performance of these Services will be consistent with a person having the same knowledge, skill, training, and care in the same or similar circumstance. CSE Services are provided solely to support Customer's Rackspace-managed hosting Services by providing insight and recommendations and by facilitating management of the Covered Environment with other Rackspace operational and Services delivery teams. Rackspace's sole obligation is to provide the tasks expressly defined in section 3 of these Product Terms. Rackspace does not represent and hereby disclaims any implied warranty that any specific performance standards, reliability standards, security standards, scalability objectives, optimization goals, cost savings, or other Customer-specific objectives or technical results will be achieved by CSE Services. There are no SLAs associated with CSE Services. For any breach of Rackspace's obligations in these Product Terms, Customer's sole and exclusive remedy shall be for Rackspace, at its sole and exclusive option to either: (1) reperform and/or redeliver the Services; or (2) provide a return of Customer Fees. Any task or project duration provided by Rackspace is only an estimate, is provided as a courtesy to Customer, and is not a warranty or a guarantee of completion time.

8.2. Customer Compliance Requirements. Rackspace does not provide compliance certification for any portion of the Services. Rackspace makes no representation or warranty as to the compliance readiness of any portion of the Services. Customer understands and agrees that compliance readiness is a system wide endeavor, and the compliance readiness of the Services can fail if a single aspect of the environment is not compliant. Customer retains ultimate responsibility for meeting all regulatory requirements and compliance standards.

9. COMPLIANCE WITH TERMS & IP.

9.1. Third Party Software. Rackspace may provide Third Party Software for Customer's use as part of the Services and/or Deliverables, or to assist the delivery of the Services. Unless otherwise 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 Services. In the event Rackspace distributes to Customer, or otherwise provides for Customer use, any Open Source Software as part of the Services and/or Deliverables then such Open Source Software is subject

to the terms of the applicable open source license. To the extent there is a conflict between the Agreement and the terms of the applicable open source license, the open source license shall control.

9.2. Intellectual Property. Any transfer of Intellectual Property that is contrary to the terms of the Master Services Agreement shall be void unless it is made in writing, conspicuously identifies the specific rights transferred between Rackspace and Customer, lists additional Fees for transfer of those rights, and is properly executed by an authorized representative of Rackspace and an officer of Customer.

10. RACKSPACE PUBLIC CLOUD TERMS. By creating a Rackspace account for these Services, Customer shall have the ability to use the Rackspace Cloud Services through the Rackspace provided cloud control panel. By making use of any Rackspace Cloud Services, Customer automatically agrees to the Rackspace Cloud Terms of Service, a copy of which can be found at: http://www.rackspace.com/information/legal/cloud/tos. Rackspace Cloud Services shall be invoiced separately from Customer's Services Fees. For avoidance of doubt, Customer's use of these Services is not subject to the Rackspace Cloud Terms of Service.

11. FEES & PAYMENTS.

11.1. Pricing & Fees. CSE Services are priced based upon the Services tier indicated in Customer's Service Order, and the scale and scope of the Covered Environment. Each tier corresponds to the CSE Services task list, as indicated in section 3. Unless otherwise stated in the Service Order, Customer shall be invoiced in advance, on a monthly recurring basis, in accordance with the selected Servies tier. Services not consumed during the applicable monthly period do not accrue, cannot be used for any subsequent period, and are forfeited. Customer is not entitled to any cash, credit, or other compensation, or item of value for non-utilization of the Services. All Fees are non-refundable and are payable in accordance with the terms of the Agreement.

11.2. Upgrades & Downgrades. Customer may request an upgrade to a higher Services tier, or a downgrade to a lower Services tier at any time, effective as of the first day of the second full calendar month after such request. Notwithstanding the foregoing: (i) A downgrade request submitted within the first 90 days of the Services, will not be considered received until the 91st day; and (ii) A downgrade request submitted within 30 days of any Services tier upgrade taking effect, will not be considered received until the 31st day following the effective date of the upgrade. In each case, the Services tier change becomes effective on the first day of the second full calendar month after such request is deemed received. Services tier change requests must be submitted to Rackspace by ticket via the Customer portal.

11.3. Indexation. Notwithstanding anything to the contrary in the Agreement, Rackspace may automatically increase the Fees under each Service Order with immediate effect on or after each anniversary of the effective date of the Service Order by up to the greater of: (i) five percent; or (ii) the Indexation increase (in the preceding annual period), per the indexation schedule, as periodically updated by Rackspace, at the following URL: http://www.rackspace.com/information/legal/indexation.

12. TERM & TERMINATION. The Initial Term for these Services shall be identified in the Service Order. Services at the Foundation Services tier require a minimum Initial Term of 90 days and shall automatically renew on monthly basis thereafter unless either party provides a 30-day notice of termination, or until the Services are otherwise terminated pursuant to the Agreement. Services at the Standard and Elite Services tiers require a minimum Initial Term of 12 months and shall automatically renew pursuant to the Agreement thereafter, until otherwise terminated pursuant to the Agreement.