Responsible AI Policy

This Responsible AI Policy ("**AI Policy**") governs the use of artificial intelligence and machine learning technologies by Rackspace in connection with its delivery of Services. This AI Policy is incorporated into and forms part of the Agreement between Rackspace and Customer. Capitalized terms not defined herein have the meanings set forth in the Agreement.

1. DEFINITIONS

"**AI Services**" means any services, features, or functionalities that utilize machine learning, artificial intelligence, neural networks, natural language processing, or similar technologies to automate operations, generate predictions, recommendations, or decisions, or process Customer Configurations, including but not limited to AIOps, automated support systems, security monitoring, threat detection, and resource optimization.

2. AI-ENABLED SERVICE DELIVERY

Customer acknowledges that Rackspace uses AI Services as an integral part of modern cloud service delivery, including for infrastructure management, security monitoring, threat detection, capacity optimization, automated support, and service improvement. The use of AI Services is necessary for Rackspace to deliver reliable, secure, and cost-effective Services and does not require separate Customer consent beyond acceptance of the Agreement.

3. DATA RIGHTS AND INTELLECTUAL PROPERTY

3.1. Service Metadata Rights. Customer acknowledges that Rackspace has a legitimate business interest in collecting and analyzing Service Metadata to maintain, improve, and secure the Services. Rackspace may use Service Metadata for: (i) providing and maintaining the Services; (ii) monitoring service performance and security; (iii) billing and account administration; (iv) preventing fraud and abuse; and (v) improving Rackspace's services and developing new offerings, provided such improvements and developments do not utilize Customer Data.

3.2. Aggregated Data Ownership. As between Rackspace and Customer, Rackspace owns all Aggregated Data. Rackspace may use Aggregated Data for any lawful purpose, including benchmarking, industry analysis, training and improvement of Rackspace's services, tools, and models, and service improvement. For clarity, Aggregated Data does not include any data that can be used to identify Customer or any individual. Rackspace's use of Aggregated Data is not subject to the Data Processing Addendum, as Aggregated Data does not constitute personal data under applicable data protection law.

3.3. Underlying Technology. Rackspace retains all rights in AI Services, including all underlying models, algorithms, methodologies, and improvements thereto. Nothing in this AI Policy grants Customer any rights in Rackspace's AI Services, models, or related intellectual property.

4. AI SERVICES NOTICE. AI Services are probabilistic in nature and may produce different results from similar inputs. Rackspace makes no guarantee regarding the accuracy, reliability, or completeness of any actions, recommendations, or outputs generated by AI Services in the course of service delivery. Rackspace specifically disclaims all warranties regarding AI Services to the maximum extent permitted by law, including but not limited to warranties of accuracy, reliability, completeness, or fitness for any particular purpose.

5. REGULATORY COMPLIANCE. Each party shall comply with applicable laws regarding AI. Rackspace is responsible for compliance with laws governing its provision of AI Services as a cloud service provider, including applicable provider obligations under the EU AI Act. Customer shall comply with all applicable laws and regulations governing Customer's use of the Services.

© 2026 Rackspace US, Inc. – Global Product Terms - June 1, 2026 Revision – OT# 60539

6. CUSTOMER RESTRICTIONS. Customer shall not, directly or indirectly: (a) attempt to reverse engineer, extract, or recreate any AI models or algorithms used in the AI Services; (b) circumvent or attempt to circumvent technical limitations, safety measures, or content policies applicable to AI Services; or (c) submit data designed to manipulate, corrupt, or cause malfunction of AI Services.