RackConnect Global Direct Product Terms

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Product Terms shall apply when Customer purchases RackConnect Global Direct Services ("**RCG Direct Services**" or, as used herein, the "**Services**").

1. ADDITIONAL DEFINED TERMS.

"**Bandwidth Speed**" means the bandwidth throughput rate in Mbps available on a Direct Circuit, as specified in the applicable Service Order.

"**Business Day**" means Monday through Friday, excluding national holidays in the country where the applicable Service Endpoint is located, during standard business hours of 8:00 AM to 5:00 PM local time.

"**Customer Configuration**" means all Customer-owned or managed equipment, software, and network configurations on the Customer side of the Service Demarcation Point, including routers, switches, firewalls, and cabling.

"**Customer DC**" means a Customer or third-party premises or facility, which is not controlled or managed by Rackspace, in which the Customer Configuration is located.

"**Direct Circuit**" means a dedicated, point-to-point Ethernet or optical circuit provisioned through Third-Party Provider infrastructure between two Service Endpoints.

"**Diverse Path**" means physically separated network routes between Service Endpoints (where technically feasible and available from Third-Party Providers) designed to reduce the risk of simultaneous failure of the redundant circuits due to fiber cuts or equipment failures.

"**Early Termination Fee**" or "**ETF**" means the charge assessed when Customer terminates an RCG Direct Service before the end of the Minimum Service Term, as calculated in the Early Termination provisions of these Product Terms.

"**Emergency Maintenance**" means critical unplanned maintenance required to address service degradation, security incidents, or network instability, which may be performed with less than seventy-two (72) hours' notice or without prior notice in critical situations.

"**Equipment**" means hardware, software, network interface devices, edge routers, switches, or other components provided by Rackspace or a Third-Party Provider and installed at a Customer DC or Service Endpoint in connection with the RCG Direct Service.

"**Minimum Service Term**" means the initial contractual period for each RCG Direct Service, as specified in the applicable Service Order, during which Early Termination Fees apply.

"**Monthly Recurring Charge**" or "**MRC**" means the fixed monthly fee for the RCG Direct Service based on the selected Bandwidth Speed, Service Endpoints, and any additional features specified in the applicable Service Order.

"**RCG Direct Service**", "**RDS**", or the "**Service**" means a dedicated, isolated Layer 2 Ethernet or optical network connectivity service provisioned through Third-Party Provider infrastructure as a Redundant Connection Pair of two Direct Circuits across physically diverse paths (where available), creating a private, resilient network path between two Customer-specified Service Endpoints and supporting Bandwidth Speeds from 50 Mbps to 100 Gbps.

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"**Redundant Connection Pair**" means two separate Direct Circuits provisioned across physically diverse paths (where available) between the same Service Endpoints to provide failover capability and enhanced availability.

"**Scheduled Maintenance**" means planned service-affecting work performed by Rackspace or a Third-Party Provider with minimum seventy-two (72) hours' advance notice, typically conducted during standard maintenance windows between midnight and 6:00 AM local time at the applicable Service Endpoint location.

"**Service Activation Date**" means the date when Rackspace confirms that the applicable RCG Direct Service has been tested, validated as operational, and made available for Customer use, which date commences the billing period and the Minimum Service Term.

"**Service Availability**" means the percentage of time during a calendar month that the RCG Direct Service is operational and capable of transmitting Customer data between configured Service Endpoints, calculated as ((total minutes in the month − Unavailable Minutes) / total minutes in the month) × 100.

"**Service Credit**" means the monetary credit applied to Customer's account as the sole and exclusive remedy for failure to meet Service Level Agreement commitments, calculated as a percentage of the affected RCG Direct Service's MRC for the applicable month.

"**Service Demarcation Point**" means the specific physical or logical point within a Service Endpoint where Rackspace's service management responsibility interfaces with Customer's network equipment, typically at the Customer-side port of the Third-Party Provider's terminating equipment.

"**Service Endpoint**" means a Rackspace Data Center or Customer On-Net location where the RCG Direct Service interfaces with Customer equipment.

"**Third-Party Pass-Through Charges**" means fees imposed by Third-Party Providers that are passed through to Customer, including cross-connect fees, port fees, facility access charges, or special construction charges for circuit extensions.

"**Third-Party Provider**" means the network service providers, interconnection platform operators, and facility providers utilized by Rackspace to deliver the underlying circuit infrastructure and hosting environment for the RCG Direct Service. The network transport Third-Party Providers are Zayo and PacketFabric (formerly Unitas Global); interconnection, cross-connect, colocation, and other facility services may additionally be provided by Equinix or other facility providers.

"**Unavailable Minutes**" means the total number of minutes in a calendar month during which the RCG Direct Service cannot transmit data between Service Endpoints, excluding periods of Scheduled Maintenance, Emergency Maintenance, and Customer-caused outages.

2. OVERVIEW.

2.1. Service Description. RackConnect Global Direct (RCG Direct) is a Rackspace managed connectivity service that provides dedicated, private, point-to-point network connectivity between Rackspace Data Centers and Customer on-premises locations through Third-Party Provider infrastructure, without traversing the Rackspace backbone network. Each RCG Direct Service is provisioned exclusively as a Redundant Connection Pair — two Direct Circuits across physically diverse paths (where available) — to deliver resilience and enhanced availability through automatic failover; a single, non-redundant circuit is not an offered configuration. RCG Direct is a Layer 2 Ethernet or optical transport service; Rackspace does not provide Layer 3 routing, IP addressing, or traffic management as part of the base RCG Direct Service.

2.2. Rackspace Role. Rackspace acts as the service management layer between Customer and the underlying Third-Party Provider(s). Rackspace's responsibilities include: (i) Service Order processing and circuit order coordination; (ii) provisioning project management and status reporting; (iii) circuit monitoring for availability

events; (iv) incident coordination and escalation with Third-Party Providers; and (v) first-line support and trouble ticket management. Rackspace does not own, operate, or directly control the underlying circuit infrastructure.

2.3. Third-Party Dependencies and Risk Acknowledgment. Customer acknowledges and accepts that the RCG Direct Services depend entirely on Third-Party Provider infrastructure and services, and that service capabilities, features, and performance are constrained by Third-Party Provider offerings. Accordingly: (i) Rackspace's ability to resolve service issues is limited to coordination and escalation with Third-Party Providers, and resolution depends on the applicable Third-Party Provider's repair timeline; (ii) service performance may vary based on third-party network conditions beyond Rackspace's control, and Rackspace is not responsible for performance levels exceeding Third-Party Provider specifications; (iii) Rackspace is not responsible for service features not supported by the underlying Third-Party Provider, coverage in locations where Third-Party Providers lack presence, circuit diversity beyond what Third-Party Providers can deliver, or custom configurations requiring Third-Party Provider engineering exceptions; (iv) Third-Party Providers may modify or discontinue services with limited notice, potentially affecting service availability or requiring circuit migration; (v) all Service Level Agreement commitments are subject to and limited by underlying Third-Party Provider service levels; and (vi) data transmitted across interconnection-platform segments may be transmitted unencrypted by the Third-Party Provider, and Customer is solely responsible for implementing appropriate encryption for sensitive traffic.

3. INSTALLATION AND PROVISIONING.

3.1. Provisioning Services. Upon execution of a Service Order, Rackspace shall coordinate with the applicable Third-Party Provider(s) to provision the RCG Direct Service circuits between Customer's designated Service Endpoints. Rackspace's provisioning services include: (i) submission of circuit orders to Third-Party Providers; (ii) coordination of cross-connect authorizations; (iii) basic circuit testing upon completion; and (iv) notification to Customer of the Service Activation Date. Rackspace shall provide provisioning status updates at least bi-weekly (every ten (10) Business Days) during the provisioning period and shall promptly notify Customer of any material delays or issues affecting the estimated delivery window.

3.2. Estimated Provisioning Intervals. Subject to Third-Party Provider lead times and Customer fulfillment of all dependencies, Rackspace shall use commercially reasonable efforts to complete provisioning within the following estimated intervals from receipt of a complete and accurate Service Order: (i) domestic circuits (same country): ninety (90) to one hundred twenty (120) Business Days; (ii) international circuits (cross-border): one hundred twenty (120) to one hundred eighty (180) Business Days; and (iii) complex configurations requiring special construction: as quoted by the applicable Third-Party Provider plus sixty (60) Business Days. Provisioning intervals are estimates only and are not guaranteed delivery commitments.

3.3. Customer Dependencies. Provisioning timelines assume timely Customer completion of all prerequisites, including: (i) execution of required cross-connect authorizations; (ii) readiness of Customer Configuration at Service Endpoints; (iii) accurate technical specifications; (iv) site access coordination; (v) third-party facility agreements where Customer is responsible for facility access; and (vi) any required Letters of Authorization. Delays attributable to Customer's failure to satisfy provisioning dependencies shall extend the estimated delivery window accordingly and shall not count toward any Long-Stop Date calculation.

3.4. Long-Stop Provisioning Date. If provisioning of the RCG Direct Service has not been completed within two hundred forty (240) Business Days of Service Order execution for domestic circuits, or three hundred (300) Business Days for international circuits (as such date may be extended by the number of days of any Customer-caused delay) (the "**Long-Stop Date**"), Customer may, upon thirty (30) days' written notice, cancel the affected Service Order without Early Termination Fee liability; provided that Customer shall reimburse Rackspace for any documented, non-refundable third-party costs reasonably incurred by Rackspace specifically for the cancelled Direct Circuit(s) (such as special construction charges), and provided further that Rackspace has not delivered the applicable Service Activation Date during such thirty (30) day notice period.

3.5. Billing Commencement. No MRC or other recurring charges shall commence for the RCG Direct Service until the applicable Service Activation Date. Third-Party Pass-Through Charges or non-recurring charges associated with circuit construction may be invoiced upon incurrence in accordance with the Service Order.

4. SERVICE LEVEL AGREEMENTS.

4.1. Service Availability SLA. Subject to the terms and exclusions set forth herein, Rackspace targets Service Availability, measured per calendar month from the applicable Third-Party Providers' network monitoring systems, of: (i) 99.99% for an RCG Direct Service provisioned as a Redundant Connection Pair with confirmed Diverse Paths; and (ii) 99.95% where Diverse Paths are not available or either Direct Circuit in the pair routes through an Off-Net segment — in each case provided both Direct Circuits in the pair are active and properly configured for automatic failover.

4.2. Availability Credit Structure. If Rackspace fails to meet the applicable Service Availability target and the failure adversely affects the RCG Direct Service, Customer is eligible to request a Service Credit, measured against the applicable target, as set forth below:

Monthly Service Availability	Service Credit (% of affected Service MRC)
Below the applicable target, down to 99.90%	5%
99.89% – 99.00%	10%
98.99% – 98.00%	25%
Below 98.00%	50%

4.3. Incident Response. For service-affecting incidents reported through the Rackspace support ticket system, Rackspace targets the following response and status-update intervals. These are Rackspace coordination commitments (ticket acknowledgment, initial investigation, upstream escalation, and status updates); resolution and repair timing depend on the applicable Third-Party Provider and are not guaranteed by Rackspace.

Priority	Description	Initial Response	Status Updates
P1 — Service Down	Complete circuit outage; no traffic passing	30 minutes	Every 60 minutes
P2 — Service Degraded	Intermittent connectivity or significant performance degradation	2 hours	Every 4 hours
P3 — Service Impaired	Minor performance issues; circuit functional	4 Business Hours	Every Business Day

4.4. Maintenance.

(A) Scheduled Maintenance. Rackspace or the applicable Third-Party Provider may perform Scheduled Maintenance upon a minimum of seventy-two (72) hours' advance written notice to Customer, except that where Rackspace receives less than seventy-two (72) hours' notice from a Third-Party Provider, Rackspace shall notify Customer as promptly as reasonably practicable. Scheduled Maintenance windows are typically between midnight and 6:00 AM local time at the applicable Service Endpoint location.

(B) Emergency Maintenance. Rackspace or the applicable Third-Party Provider may perform Emergency Maintenance with less than seventy-two (72) hours' notice, or without prior notice in critical situations, where necessary to address security incidents, prevent imminent service degradation, or maintain network integrity. Rackspace shall notify Customer of Emergency Maintenance as promptly as reasonably practicable.

4.5. SLA Dependency and Exclusions. All Service Level Agreements are subject to and limited by the service levels provided by the underlying Third-Party Providers, and Rackspace's SLA commitments apply only to the extent Rackspace can deliver on them through coordination with and performance by the applicable Third-Party Provider(s). Rackspace may modify SLA commitments upon thirty (30) days' advance written notice to reflect changes in upstream Third-Party Provider service levels or regulatory requirements. Customer is not eligible for a Service Credit for any failure to meet an SLA that results from: (i) Scheduled Maintenance or Emergency Maintenance; (ii) denial-of-service attacks, viruses, malware, or hacking attempts; (iii) any acts, omissions, or negligence of Customer or its agents, including failure to maintain Customer Configuration in good working order; (iv) interruptions at Service Endpoints providing Last Mile connectivity; (v) Customer's failure to provide

or maintain adequate space, power, or environmental conditions for Third-Party Provider Equipment at Customer premises; (vi) Customer's failure to release the circuit for testing or repair; (vii) power failures at Customer premises; (viii) circumstances not reasonably within Rackspace's control, including Third-Party Provider outages, force majeure events, regulatory actions, and facility-level events at Third-Party Provider locations; (ix) interruptions of a Service for which the Service Activation Date has not yet occurred; (x) Customer's breach of its obligations under the Agreement, including any payment obligations; (xi) issues originating from the remote endpoint or counterparty on a shared interconnection platform; or (xii) Customer's failure to comply with applicable Third-Party Provider acceptable use policies.

4.6. Credit Request Process.

(A) Credit Claims. To receive Service Credits, Customer must: (i) open a support ticket via the Rackspace customer portal within seven (7) days of the SLA failure; (ii) provide reasonable detail regarding the claimed failure; (iii) cooperate with Rackspace's investigation of the incident; and (iv) not be in breach of any payment obligations under the Agreement.

(B) Credit Application. Rackspace shall respond to credit requests within thirty (30) days to approve, reject, or request additional information. Approved Service Credits shall be applied to Customer's next invoice and shall not exceed fifty percent (50%) of the MRC for the affected RCG Direct Service in any calendar month. Unused Service Credits expire after twelve (12) months and are not refundable. Service Credits constitute Customer's sole and exclusive remedy for Rackspace's failure to meet the SLA performance standards described in these Product Terms.

(C) Single Event Limitation. If a single event results in Customer being eligible for multiple SLA credit remedies under these Product Terms and/or the Agreement, then only the SLA with the largest credit amount shall apply.

4.7. Chronic Outage Termination Right. If an RCG Direct Service experiences (i) three (3) or more service outages each exceeding one (1) hour in duration within any rolling thirty (30) day period, or (ii) forty-eight (48) or more aggregate hours of unavailability in any calendar month, Customer may, upon written notice to Rackspace, request termination of the affected RCG Direct Service. Rackspace shall have thirty (30) days from receipt of such notice to cure the chronic outage condition. If the condition is not cured within such period, Customer may terminate the affected RCG Direct Service without Early Termination Fee liability.

5. CUSTOMER REQUIREMENTS AND DEPENDENCIES.

5.1. Customer Obligations. Customer shall: (i) maintain all Customer Configuration in good working order and in conformance with the specifications for the RCG Direct Service; (ii) procure and maintain equipment that is technically compatible with the RCG Direct Service specifications; (iii) provide accurate technical requirements and promptly communicate any changes to Rackspace; (iv) maintain appropriate access rights and authorizations at Service Endpoint locations; (v) cooperate with troubleshooting efforts, including providing remote access when reasonably necessary; (vi) maintain current technical contacts and escalation procedures with Rackspace; and (vii) comply with all applicable Third-Party Provider acceptable use policies and technical requirements.

5.2. IP Address Non-Portability. Any IP addresses assigned by Rackspace or a Third-Party Provider in connection with the RCG Direct Service are not portable and shall be reclaimed upon service termination. Customer shall cease using such addresses promptly upon termination.

6. PRICING AND COMMERCIAL TERMS.

6.1. Service Fees.

(A) Monthly Recurring Charges. Customer shall pay a Monthly Recurring Charge for each RCG Direct Service based on: (i) selected Bandwidth Speed; (ii) Service Endpoint locations; (iii) port type; and (iv) any

additional features specified in the Service Order. MRC commences on the Service Activation Date and continues through the Service term.

(B) Non-Recurring Charges. Customer shall pay one-time charges as specified in the Service Order, which may include: (i) circuit setup fees; (ii) professional services for complex configurations; (iii) expedited provisioning fees; and (iv) special construction charges for extended reach or non-standard installations.

(C) Third-Party Pass-Through Charges. Customer shall pay all applicable Third-Party Provider charges passed through by Rackspace, including but not limited to: (i) cross-connect fees at Service Endpoint locations; (ii) port charges from Third-Party Providers; (iii) colocation facility fees; (iv) special construction or extended reach charges; and (v) any taxes, fees, or surcharges imposed by Third-Party Providers. Such charges may be invoiced separately and are not subject to volume discounts or promotional pricing.

6.2. Bandwidth and Service Changes.

(A) Changes. Customer may request Bandwidth Speed changes or other modifications to the RCG Direct Service (including endpoint moves or additional circuit provisioning), subject to: (i) technical feasibility and port capacity; (ii) execution of an amended or new Service Order; (iii) payment of any applicable fees; and (iv) acceptance of adjusted MRC reflecting the new Bandwidth Speed. Speed changes typically require fifteen (15) to thirty (30) Business Days to implement, and bandwidth downgrades may be restricted during the Minimum Service Term.

(B) No Bursting. Customer may not exceed the Bandwidth Speed specified in the Service Order. The RCG Direct Service does not support burstable bandwidth.

6.3. Contract Term and Termination.

(A) Minimum Service Term. Each RCG Direct Service is subject to a Minimum Service Term as specified in the Service Order, typically twelve (12) or thirty-six (36) months from the Service Activation Date.

(B) Auto-Renewal. Upon expiration of the Minimum Service Term, Services shall automatically renew on a month-to-month basis at the then-current MRC unless Customer provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

(C) Early Termination. Customer may terminate an RCG Direct Service prior to the end of the Minimum Service Term upon sixty (60) days' written notice and payment of an Early Termination Fee equal to: (i) for termination during months 1–12 of the Minimum Service Term, fifty percent (50%) of remaining MRC through the end of the term; (ii) for termination during months 13–24, thirty-five percent (35%) of remaining MRC; and (iii) for termination during months 25–36, twenty-five percent (25%) of remaining MRC. The Early Termination Fee is due within thirty (30) days of the effective termination date. In addition to the ETF, Customer shall reimburse Rackspace for any documented third-party termination or disconnect costs actually incurred by Rackspace in connection with the early circuit disconnect.

6.4. Billing and Payment.

(A) Billing Cycle. Services are billed monthly in advance. The first invoice shall include: (i) pro-rated MRC from the Service Activation Date to the end of the then-current billing cycle; (ii) the next full month's MRC; (iii) any applicable non-recurring charges; and (iv) Third-Party Pass-Through Charges.

(B) Payment Terms. Payment is due within thirty (30) days of the invoice date. Late payments are subject to interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Rackspace reserves the right to suspend Services for accounts more than sixty (60) days past due after providing ten (10) days' written notice.

(C) Disputed Charges. Customer must dispute charges in writing within sixty (60) days of the invoice date; charges not disputed within such period shall be deemed accepted. Customer shall pay all undisputed amounts while disputed amounts are investigated, and Rackspace shall respond to billing disputes within thirty (30) days.

6.5. Price Adjustments.

(A) Third-Party Price Changes. Rackspace reserves the right to adjust pricing upon thirty (30) days' notice to reflect: (i) increases in Third-Party Provider charges; (ii) new fees or surcharges imposed by Third-Party Providers; (iii) changes in foreign exchange rates affecting international circuits (greater than five percent (5%) variance); or (iv) regulatory or tax changes affecting service delivery costs.

(B) Annual Adjustments. After the initial Minimum Service Term, Rackspace may adjust MRC annually by providing ninety (90) days' written notice. Annual increases shall not exceed the greater of: (i) five percent (5%) per year; or (ii) the percentage increase in the Consumer Price Index for the preceding twelve (12) months.

7. EQUIPMENT AND DEPLOYMENT IN CUSTOMER DC.

The following provisions shall be applicable where the RCG Direct Service requires the installation of Equipment within a Customer DC.

7.1. Ownership and Property. As between the parties, unless otherwise agreed in writing, Rackspace or its Third-Party Provider remains at all times the owner of the Equipment. Customer is exclusively a bailee of the Equipment, whose possession is subject to the terms of the Agreement. Customer shall not tamper with, remove, or conceal any identifying plates, tags, or labels on the Equipment. Equipment shall remain personal property regardless of any attachment to realty and shall not be construed as a fixture or fitting.

7.2. Space, Power, and Access. Customer shall, at its sole cost and for the duration of the applicable Service term: (i) provide and maintain adequate space, power (including backup power where appropriate), and the environmental conditions required for Equipment operation; (ii) ensure the location is physically secure, clean, free of hazards, and suitable for the Equipment; and (iii) permit Rackspace and its Third-Party Providers reasonable access to all applicable service locations for installation, maintenance, monitoring, and removal of Equipment, including building access rights, cable pathways, riser fees, and cross-connects. Customer bears all associated access costs.

7.3. Care and Handling. Customer shall exercise reasonable care in its custody and use of the Equipment and shall not adjust, relocate, modify, repair, or attempt to repair the Equipment or any Rackspace-managed infrastructure without Rackspace's prior written approval. Customer shall be financially responsible for any loss of or damage to the Equipment caused by Customer's acts, omissions, negligence, intentional acts, or unauthorized maintenance, reasonable wear and tear excepted.

7.4. Facility Interference. Customer shall not allow its equipment or activities at any Third-Party Provider facility to interfere with the facility operator's operations or other customers' use of the facility. If Customer's equipment or activities cause or threaten to cause such interference, the facility operator may suspend service to Customer on as little as two (2) hours' notice, and Customer shall be liable for all costs associated with remediation of any interference event.

7.5. Return of Equipment. Upon termination or expiration of the applicable RCG Direct Service, Customer shall, at Rackspace's direction and within ten (10) days, either: (i) make the Equipment available for removal by Rackspace or its Third-Party Provider; or (ii) return the Equipment to a location specified by Rackspace, at Customer's cost. If Customer fails to return or make available the Equipment within thirty (30) days, the Equipment shall be deemed abandoned, and Rackspace or its Third-Party Provider may dispose of it at Customer's expense. Customer shall reimburse Rackspace for the replacement value of the Equipment plus any removal or disposal costs incurred.

8. SUPPORT.

8.1. Support Availability. Rackspace shall provide 24x7x365 support for the RCG Direct Service via the Rackspace support ticket system and a designated support telephone line. Support services include: (i) incident detection and alerting through circuit monitoring; (ii) first-line troubleshooting and triage; (iii) escalation to and coordination with Third-Party Providers; and (iv) status reporting and communication to Customer.

8.2. Scope of Support. Rackspace support for the RCG Direct Service extends to the Service Demarcation Point. Issues arising within Customer's network, on Customer's side of the Service Demarcation Point, or within Customer Configuration are Customer's responsibility. If investigation of a reported service issue determines the cause is on Customer's side of the Service Demarcation Point, Rackspace may pass through to Customer the associated investigation costs incurred by the applicable Third-Party Provider, upon reasonable documentation of such costs.

8.3. Circuit Monitoring. Rackspace provides circuit status monitoring, which tracks Direct Circuit availability and generates alerts for service interruptions. Monitoring is performed through Third-Party Provider monitoring systems and/or Rackspace monitoring infrastructure where deployed. Where the Rackspace-side Direct Circuits terminate on a Rackspace-managed device, circuit status graphing is available to Customer through the MyRack portal.