TEST TERMS

If Customer uses any Services that have been identified as a “beta” service, limited release, early access, preview, pilot test, or with similar designation (“**Test Service**”), then Customer’s use of the Test Service is subject to the following Product Terms:

1. Customer acknowledges that the Test Service is a pre-release version, may not work properly, and may expose Customer to unusual risks of operational failure, data corruption, security vulnerability, or any manner of unknown risk. Customer is strongly discouraged from using the Test Service in a live production environment, and shall not use the Test Service in any hazardous environments, or life support or weapons systems.

2. Any Service which Rackspace may subsequently develop and offer based upon the Test Service may change substantially from the Test Service, and programs that use or run with the Test Service may not work with the Service. Rackspace may terminate the Test Service at any time, in Rackspace’s sole discretion.

3. Rackspace shall provide support for the Test Service only during 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, in the country in which the Rackspace entity providing the Test Service is located. Customer is not entitled to any credits under the SLAs for downtime or other problems that may result from Customer’s use of the Test Services.

4. Customer agrees to provide prompt feedback regarding Customer’s experience with the Test Service in a form reasonably requested by Rackspace, including information necessary to enable Rackspace to duplicate errors or problems experienced. Customer agrees that Rackspace may use Customer feedback for any purpose, including product development purposes. On Rackspace request, Customer shall provide Rackspace with comments that Rackspace may use publicly for press materials and marketing collateral. Any intellectual property inherent in Customer feedback or arising from Customer’s testing of the service shall be owned exclusively by Rackspace. Customer agrees that all information regarding Customer’s beta test, including Customer’s experience with and opinions regarding the Test Service, will be Confidential Information of Rackspace, and may not be disclosed to a third party or used for any purpose other than providing feedback to Rackspace.

5. To the extent permitted by applicable law, the Test Service is provided "AS IS" with no warranty whatsoever; and Rackspace disclaims any and all warranties with respect to the Test Service including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

6. Notwithstanding anything in the Agreement to the contrary, and to the extent permitted by applicable law, neither Rackspace or its Representatives are liable in connection with the Test Services for: (i) any indirect, special, incidental or consequential loss or damages of any kind; (ii) any loss of profit; (iii) any loss of business; (iv) any loss of data; (v) any anticipated savings or revenue; or (vi) for any loss that could have been avoided by Customer’s use of reasonable diligence, even Rackspace has been advised or should be aware of the possibility of such damages.

7. Notwithstanding anything in the Agreement to the contrary, and to the extent permitted by applicable law, the maximum aggregate liability of Rackspace and its Representatives in connection with the Test Services howsoever caused, whether occurring before or after the execution of the Agreement, for breach of contract, tort (including negligence) or otherwise shall not exceed one of the following: (i) if Customer is billed in US Dollars, US$500.00; or, (ii) if Customer is billed in a currency other than US Dollars, an amount equivalent to US$500.00 in the currency in which Customer is billed, such equivalent amount to be determined by Rackspace.

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