RESELLER ADDENDUM

This Reseller Addendum ("**Reseller Addendum**") is an addendum to the Rackspace Mail Hosting Services Product Terms. Capitalized terms not otherwise defined in this Addendum shall have the meaning given in the Agreement.

1. ADDITIONAL DEFINED TERMS.

"Discount" means a reduction from the prevailing list price of the applicable Service, set out in the Service Order or in the Email Reseller Control Panel.

"**Eligible Services**" means Mail Hosting Services and Office 365 Services.

"**End User**" means any End User to whom Customer is reselling or otherwise providing Eligible Services.

"**Email Reseller** Control Panel" means the website utilized to register End Users and provide information regarding the Reseller Program, currently found at https://cp.rackspace.com/Login.aspx?ReturnUrl=%2f.

"**Mail Hosting Services**" means Rackspace Services subject to the Mail Hosting Services Product Terms at www.rackspace.com/information/legal/mailhostingterms.

"**Marks**" means names, logos, trademarks, trade names, domain names, URLs and other identifying indicia.

"**Office 365 Services**" means Rackspace Services subject to the Office 365 Service Product Terms at www.rackspace.com/information/legal/office-365.

"**Qualifying Resale**" means a new contract for the resale of Eligible Products to one or more End Users that does not use the Eligible Services at the time Customer registers the End User, and that is accepted by Rackspace in its sole discretion.

2. RESELLER. Customer may not resell the Eligible Services without Rackspace's prior written consent. On such consent, Rackspace authorizes Customer to resell or otherwise provide the Eligible Services to Customer's End Users subject to the terms of the Agreement including this Addendum (the "Reseller Program"). If Customer is reselling Office 365 Services, Customer also agrees to the terms at http://www.rackspace.com/information/legal/office-365-reseller which are incorporated by reference.

3. MARKETING / PUBLICITY. Any marketing by Customer of Rackspace Services, utilization of Rackspace information and/or materials, or use of Rackspace's Marks, shall be undertaken in accordance with the Agreement including this Addendum.

3.1. Subject to the Agreement, Rackspace hereby grants to Customer a royalty-free, non-exclusive, non-transferable and revocable license for the term of this Agreement to use the Rackspace Marks, and associated materials, language or code for the sole and exclusive purpose of marketing the Eligible Services to potential End Users subject to compliance with Rackspace's Trademark Usage Guidelines which can be found at http://www.rackspace.com/information/legal/copyrights_trademarks), as updated from time to time by Rackspace at its sole discretion. Rackspace may revoke this license at any time by giving Customer written notice (including via email).

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3.2. Rackspace may, at Rackspace's option, market Customer products or services in compliance with Customer's guidelines and instructions that are communicated to Rackspace in advance in writing and Customer agrees to grant Rackspace a license to do so accordingly.

3.3. Customer may use only the information, Rackspace Marks and materials provided by Rackspace to market Eligible Services in the manner Rackspace agrees, unless Rackspace has reviewed Customer's materials in advance and given written consent. Customer may not translate any information or materials, including any Rackspace Marks, provided by Rackspace without Rackspace's prior written consent. Any marketing activities undertaken by either party shall be at their sole expense unless otherwise agreed in advance in writing.

3.4. Customer may not use Rackspace's name in any bulk email whatsoever unless Rackspace has given advance written consent, and must not represent that the Rackspace Services have any qualities, features, fees or terms other than those described in Rackspace's online materials or other material provided to Customer by Rackspace. Rackspace may terminate the Customer's participation in the Reseller Program if any meaningful spam complaints naming Rackspace result from customer's marketing activities. Customer may not disparage Rackspace in any manner nor engage in any conduct that is harmful to the reputation of Rackspace.

3.5. Any marketing activities Customer undertakes shall be at Customer's sole expense unless otherwise agreed to between the parties in advance in writing. Customer shall conduct its activities in compliance with applicable laws and regulations.

3.6. Nothing in this Agreement grants Customer a right or license to use any third party Marks.

4. REGISTRATION. To register a Qualifying Resale, Customer must identify the proposed End User using the Email Reseller Control Panel and must receive a registration confirmation from Rackspace. Rackspace shall respond to such registration request within five business days. Rackspace may refuse to register a Qualifying Resale if the proposed Qualified Resale: (i) is not for a qualifying End User; or (ii) is not a desirable Rackspace customer for any reason, including but not limited to lack of creditworthiness or compliance reasons. Rackspace may refuse to register a Qualifying Resale if Rackspace has reason to believe that Customer will be using the Eligible Service for its internal business operations and infrastructure. Rackspace has complete, final and sole authority and discretion to determine whether to register or refuse to register a Qualifying Resale.

5. DISCOUNTS.

5.1. Rackspace shall provide a Discount on Qualifying Resales for Eligible Services provided that: (i) Customer must correctly register the Qualifying Resale; (ii) Customer must meet any minimum requirements set out in the Service Order or in the Email Reseller Control Panel in respect of the Discount; (iii) Customer must have an active business relationship with the proposed End User to whom the Qualifying Resale relates, (iv) the Qualifying Resale must be signed within 12 months of the registration approval date.

5.2. Discounts shall be applied upfront Discount for Qualifying Resales. Such Discount shall be applied as a credit against the recurring fees, net of any credits, and not on any non-recurring amounts (such as one-time fees, set up fees or bandwidth overages), professional services or any sales taxes or like charges of governmental entities. It is Customer's responsibility to notify Rackspace of any Discounts due and unpaid. Discounts that are not disputed and/or claimed within six months of due date are conclusively deemed accurate. Discounts shall not be provided in connection with any other discount, special offer, or promotion or with any other Rackspace partner program. If Customer has not timely paid its invoices for services Rackspace has provided directly to Customer, Rackspace may either hold Discounts due to Customer under this Agreement until those invoices are paid, or deduct the fees for unpaid services from the Discount due to Customer.

5.3. Rackspace may modify its Discounts at any time in its sole discretion on at least 30 calendar days advance written notice to Customer. Any Qualifying Resales registered prior to the effective date of a change

in the Discount will continue under their existing terms for six months following the effective date of the change. Any Qualifying Resales that are made after the effective date of the change in the Discount will be governed by the revised Discount.

5.4. If Rackspace terminates Customer's participation in the Reseller Program for convenience, Discounts shall be honored and applied to Customer's account for the remaining portion of the Initial Term or then current Renewal Term, as applicable, up to a maximum of 12 months from the effective date of termination. If Rackspace terminates Customer's participation in the Reseller Program for cause, all Discounts shall be revoked as of the effective date of termination and Rackspace shall not owe Customer any future Discounts. If Customer terminates its participation in the Reseller Program for cause or for convenience, no Discounts shall accrue nor be applied for the remaining portion of the Initial Term or then current Renewal Term, as applicable.

6. RELATIONSHIP WITH CUSTOMER'S END USERS.

6.1. Support. Customer agrees that Customer shall be the first line of support for its End Users, and shall provide live support to its End Users during normal business hours, including basic trouble shooting for the Eligible Services. Unless Customer has made special arrangements with Rackspace, Rackspace does not expect to communicate directly with End Users regarding support questions. Upon Rackspace consent, Rackspace may agree that an End User may be joined to a support call between Rackspace and Customer (and subject always to Customer's participation for the full duration) for third-line support escalations. Customer agrees that Customer shall not refer its end users to Rackspace for direct support without Rackspace's prior written consent.

6.2. Written Agreement.

(A) Customer shall require its End Users to sign a written contract that includes an acknowledgement that such End User shall abide by Rackspace's Acceptable Use Policy found at: http://www.rackspace.com/information/legal/aup/php (the "**AUP**"), and shall have has no rights against Rackspace in connection with the Eligible Services that Customer is reselling.

(B) If Customer is reselling Rackspace Services that include Microsoft software, Customer shall also incorporate by reference in End User's written agreement (i) Microsoft's license terms that appear at http://www.rackspace.com/information/legal/microsoftlicenseclient.php, for client or redistributable software, (ii) Microsoft's license terms at www.rackspace.com/information/microsoftlicensemobility.php 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 (a "SAL" license). Customer shall also include a prohibition against high risk use of the Services: "No High Risk Use. You may not use the [Rackspace services] in any situation where failure or fault of the [Rackspace services] could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act." Customer may use a term other than "Rackspace services" in this clause, as appropriate to the language in Customer contract with the End User.

6.3. Liability for Fees, Breach of Agreement. Customer acknowledges that Customer is liable under the Agreement for the fees due for Services regardless of whether End Users pay amounts due in connection with the End User's accounts with Customer. Customer acknowledges that Customer is responsible for use of the Services by its End Users in violation of the AUP or other portion of the Agreement to the same extent as if Customer were using the Services, and that Rackspace may suspend Services or terminate the Agreement for End User violations of the Agreement in accordance with the terms of the Agreement.

6.4. End User Transfers. Customer agrees that if its End User asks Rackspace to transfer its account to Rackspace or another reseller of Rackspace, Rackspace may do so, provided that the End User has paid all fees due to Customer through the requested date of transfer. Upon receipt of a transfer request from an End

User, Rackspace shall notify Customer at least five days in advance of the requested transfer date. Rackspace shall complete the transfer unless Customer has notified Rackspace in writing before the end of the notice period that the End User has not paid fees due to Customer through the requested transfer date. Customer acknowledges and agrees that its End User is the owner of their content and data hosted on the Eligible Services, and the End User's content and data may be transferred as part of the transfer of their account.

7. INDEMNIFICATION.

7.1. Indemnification Related to Use of Marks. If either party (the "**Indemnified Party**") or its Affiliates, or any of their respective employees, agents, or owners, are faced with a legal claim by a third party arising out of its use of the other party's (the "**Indemnifying Party**") Marks as permitted by this Addendum, or arising out of the Indemnifying Party's use of the Indemnified Party's Marks other than as permitted in this Addendum, the Indemnifying Party shall pay the cost of defending the claim (including reasonable legal fees) and any damages award, fine, or other amount that is reasonably incurred by the Indemnifying Party as a result of the claim.

7.2. Indemnification for Breach. If Rackspace or its Affiliates, or any of their respective employees, agents, or owners, is faced with a legal claim by a third party arising out of Customer's failure to comply with the additional terms of this Addendum; a breach by Customer of any of its obligations, representations, or warranties under this Addendum; a violation by Customer or its End Users of any law, rule, or regulation pertaining to the performance of this Addendum; the infringement or misappropriation of any intellectual property rights of any third party by any promotional or marketing materials developed or created by or on behalf of Customer; false or misleading sales, marketing, or promotional materials, terms, warranties, or related information regarding Customer's sale of the Eligible Services, Customer shall pay the cost of defending the claim (including reasonable legal fees) and any damages award, fine, or other amount that is reasonably incurred by Rackspace as a result of the claim.

7.3. Notice and Defense Requirements. The Indemnifying Party shall have no obligation with respect to any claim under this Section 7 unless: (i) such Indemnifying Party is promptly notified of such claim; (ii) the Indemnified Party allows the Indemnifying Party sole control of the defense and settlement of such claim; and (iii) the Indemnified Party provides the Indemnifying Party with reasonable assistance, at the Indemnifying Party's expense, in connection with the Indemnifying Party's defense and settlement of such claim.

8. LIMITATION OF DAMAGES. Notwithstanding anything in the Agreement to the contrary, except for claims based on the party's indemnification obligations in Section 7, the maximum aggregate monetary liability of Rackspace and any of its employees, agents, suppliers, or Affiliates, under any theory of law (including breach of contract, tort, strict liability, and infringement) under this Addendum (including any incorporated terms) shall not exceed the amount of any Discounts due and unpaid plus US$2,500.00.

9. PROGRAM CHANGES & TERMINATION.

9.1. Rackspace may change or discontinue the Reseller Program or any aspect of it (including amending this Addendum and any incorporated terms) at any time in its sole discretion. Rackspace shall post information about the change on the Rackspace website or by email to Customer. Except as stated above regarding Discounts, any changes to the Reseller Program will become effective at the time Rackspace posts information about the change on the Rackspace website or as expressly stated otherwise in a notice.

9.2. Either Party may terminate this Addendum, with or without cause, by giving the other party 30 calendar days advance written notice. Each party agrees to stop using the other party's Marks as soon as reasonably possible following receipt of a notice of termination, and in all events by the effective date of expiration or termination of the Addendum.

10. REPRESENTATIONS AND WARRANTIES. In addition to Customer's other representations and warranties stated in the Agreement, Customer represents and warrants to Rackspace that (i) all information Customer has

provided and shall provide in connection with this Reseller Program is true, correct, and complete; (ii) Customer has not been and is not currently the subject of any investigation or legal proceeding of any kind in relation to spamming or the violation of any consumer protection or deceptive trade practices law or regulation; and (iii) entering into this Agreement does not and shall not violate any agreement or obligation existing between Customer and any third party. Customer represents and warrants that it shall use commercially reasonable efforts to service and support its End Users, inform Rackspace of any difficulties it encounters in servicing its End Users.

11. EXPORT LAW. Customer may not resell Eligible Services to a country specified as a prohibited country under applicable law.

12. IMPROPER CONDUCT. Customer is required to have a corporate policy which communicates internally the need for compliance with applicable anti-bribery and corruption laws, sets out good practice that Customer's staff should follow, and which rigorously enforces any breach of such policy or the law. On request, Customer shall provide Rackspace with Customer's anti-bribery policy. Customer agrees to cooperate with Rackspace at Rackspace's reasonable cost in regular audits Rackspace undertakes to monitor Customer's compliance with Customer's policy and applicable law.

13. NON-SOLICITATION. Customer agrees that during the term of this Agreement (Initial Term plus any Renewal Terms) and for 12 months following expiration or termination of this Agreement, Customer shall not solicit or encourage any End User to move their Eligible Services account to another provider, unless Rackspace has failed to perform its obligations under its agreement with the End User. Nothing in this Section prohibits the End User from initiating a move of its Eligible Services account, or prohibits Customer from soliciting the End User for services other than the Eligible Services.

14. RELATIONSHIP BETWEEN THE PARTIES. The parties agree that Rackspace and Customer are independent contractors and that neither party has any fiduciary duty to the other. Neither party is the agent of the other. Neither party may represent to any person that it has the power to bind the other on any service contract or other agreement or take any action reasonably likely to lead the public to believe that it is the agent or representative of the other. The Agreement is non-exclusive. Either party may provide services of the type described in this Addendum to any person, including a competitor of the other party. Neither party agrees to provide the other with any type of exclusivity in any market segment or geographical region.

15. TERMINATION OF EXISTING RESALE AGREEMENT. This Addendum supersedes any existing agreements between Customer and Rackspace in which Rackspace has agreed to pay Customer a discount, or other benefits in exchange for Customer's marketing or resale of Eligible Services, and Customer hereby agrees that any such existing agreement(s) are terminated. Customer resales occurring under any prior agreement shall become subject to the terms of this Addendum on the effective date of the Agreement. Customer hereby waives any right to receive Discounts pursuant to any existing agreement for resales occurring after the effective date of the Agreement and waives any rights to notice set forth in any such existing agreement.