MICROSOFT LICENSE MOBILITY

Microsoft License Mobility through Software Assurance Program

If you are using Microsoft software on the Rackspace Cloud under Microsoft's License Mobility through Software Assurance Program described here: http://www.rackspace.com/license_mobility/ (the "Program"), then the additional terms stated below apply to your use of that software:

Mobility Verification Form

In order to exercise your rights under the Program, you must execute the Mobility Verification Form located at http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx or at a successor site. You will submit the form to Microsoft for verification, and Microsoft will provide Rackspace with confirmation of your verification status.

Investigation of Non-Compliance

As a condition to participating in the Program, Rackspace is required to assist Microsoft with investigations of suspected non-compliance with the Program. You agree that Rackspace may, on request by Microsoft, provide Microsoft with (i) the number of Windows Virtual Machine instances provided by Rackspace on your behalf, (ii) a list of Microsoft products run in such Windows Virtual Machine instances, and (iii) copies of your Mobility Verification Forms. If Microsoft determines that you are not compliant with the terms of the Program, Microsoft will provide Rackspace and you with written notice of the non-compliance. If you do not cure the non-compliance within thirty (30) days of receiving the notice (by purchasing, either from Rackspace or Microsoft, the required licenses for the period beginning with the initiation of your service with Rackspace), Rackspace will cooperate with Microsoft to terminate hosting of your non-compliant licenses.

License Reassignment

Licenses under the Program must remain on Rackspace's shared servers within a single data center for no less than ninety (90) days. You may reassign a particular license from Rackspace's shared servers in one data center to Rackspace's servers in another data center, but not within ninety (90) days of the last assignment.

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