MASTER SERVICES AGREEMENT

This Master Services Agreement ("**MSA**" or "**GSA**") is between Rackspace, and the customer ordering the Services ("**Customer**", "**Client**", or "**you**") each a "**party**" and together the "**parties**".

1. DEFINED TERMS. The defined terms in Schedule 1 shall be applicable to the Agreement.

2. SERVICES.

2.1. Rackspace shall provide the Services in accordance with the Agreement and all laws applicable to Rackspace. Rackspace's obligation to provide Services is contingent on verification that Customer at all times satisfies Rackspace's credit approval criteria. Rackspace shall have no obligation to provide Services for Customer Configurations which do not meet the Rackspace Configuration Requirements. Rackspace shall provide support only to those individuals designated by Customer in the customer portal and is not required to provide any support directly to Customer's end users. Customer remains liable for the acts and omissions of Customer's end users.

2.2. Customer may use the Services for commercial purposes only and may not use the Services in any situation where failure or fault of the Services or the Customer Configuration could lead to death or serious bodily injury of any person or physical or environmental damage.

3. CUSTOMER OBLIGATIONS.

3.1. For Services where Rackspace's access to the Customer Configuration is necessary to perform the Services and/or to calculate any utility Fees based on usage of the Customer Configuration (other than in respect of Hosted Systems), Customer shall grant Rackspace a reasonable method to access the Customer Configuration. Customer shall cooperate with Rackspace's reasonable investigation of outages, security problems, and any suspected breach of the Agreement. Customer is responsible for keeping its account permissions, billing, and other account information up to date. Customer agrees that its use of any Hosted System shall comply with the AUP. Customer is responsible for determining the suitability of the Services and Customer's compliance with any applicable laws, including export laws and data privacy laws.

3.2. Customer is responsible for ensuring the integrity and security of Customer Data, and for regularly backing up and validating the integrity of backups of Customer Data on an environment separate from the Customer Configuration. Rackspace shall only back up data to the extent stated on a Service Order.

4. SECURITY. Rackspace shall provide the Services in accordance with the Security and Privacy Practices and any additional security specifications identified in the Service Order or Product Terms. Customer shall use reasonable security measures and precautions in connection with its use of the Services, including appropriately securing and encrypting in transit and at rest Sensitive Data stored on or transmitted using the Customer Configuration; and shall take appropriate measures to otherwise prevent access to Sensitive Data by Rackspace where Rackspace's access to the premises, systems or networks managed or operated by Customer may result in its exposure. Customer Data is, and at all times shall remain, Customer's exclusive property. Rackspace shall not use or disclose Customer Data except as materially required to perform the Services or as required by law.

5. INTELLECTUAL PROPERTY.

5.1. Pre-Existing. Each party shall retain exclusive ownership of Intellectual Property created, authored, or invented by it prior to the commencement of the Services. If Customer provides Rackspace with its Customer IP, Customer hereby grants to Rackspace, during the term of the applicable Service Order, a limited, worldwide, non-exclusive, non-transferable, royalty-free, right and license (with right of sub-license where required to perform the Services) to use the Customer IP solely for the purpose of providing the Services. Customer

represents and warrants that Customer has all rights in the Customer IP necessary to grant this license, and that Rackspace's use of Customer IP shall not infringe on the Intellectual Property rights of any third party.

5.2. Proprietary Rights; Deliverables. Unless otherwise specifically stated in the applicable Service Order, and excluding any Customer IP, as between the parties, Rackspace shall own all Intellectual Property created in providing the Services or contained in the Deliverables. Subject to Customer's compliance with the terms of the Agreement, Rackspace grants to Customer a limited, worldwide, non-exclusive, non-transferable, royalty-free right and license (without the right to sublicense) to use:

(A) any Intellectual Property provided by Rackspace to Customer as part of the Services (excluding any Third Party Software and Open Source Software and Deliverables) solely for Customer's internal use and as necessary for Customer to enjoy the benefit of the Services during the term of the applicable Service Order; and

(B) any Intellectual Property provided by Rackspace to Customer as part of the Deliverables (excluding any Third Party Software and Open Source Software) solely for Customer's internal use in perpetuity.

5.3. Open Source. In the event Rackspace distributes or otherwise provides for Customer use any Open Source Software to Customer as part of the Services and/or Deliverables then such Open Source Software is subject to the terms of the applicable open source license. To the extent there is a conflict between this MSA and the terms of the applicable open source license, the open source license shall control.

5.4. Third Party Software. Rackspace may provide Third Party Software for Customer's use as part of the Services and/or Deliverables or to assist the delivery of the Services. Unless otherwise permitted by the terms of the applicable license, Customer may not: (i) assign, grant, or transfer any interest in the Third Party Software to another individual or entity; (ii) reverse engineer, decompile, copy, or modify the Third Party Software; (iii) modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Third Party Software; or (iv) exercise any of the reserved Intellectual Property rights provided under the laws governing the Agreement. Customer may only use Third Party Software provided for its use as part of the Services (identified on the Service Order) on the Customer Configuration on which it was originally installed, subject to any additional restrictions identified in the Product Terms or Service Order. Customer shall not be permitted to access any Third Party Software which Rackspace installs solely to assist Rackspace's delivery of the Services. Upon termination of the Service Order, Customer shall permit removal of any Third Party Software installed by Rackspace or its Representatives on the Customer Configuration. Rackspace makes no representation or warranty regarding Third Party Software except that Rackspace has the right to use or provide the Third Party Software.

5.5. Customer Provided Licenses. If Customer uses any non-Rackspace provided software on the Customer Configuration, Customer represents and warrants to Rackspace that Customer has the legal right to use the software. If Rackspace has agreed to install, patch, or otherwise manage software in reliance on Customer's license with a vendor then Customer represents and warrants that it has a written license agreement with the vendor that permits Rackspace to perform these activities. Rackspace's obligation to install, patch, or otherwise manage Customer provided software is strictly contingent on Customer maintaining original software vendor support or similar authorized support that provides a services request escalation path, access to patching, and software upgrades, as applicable. On Rackspace's request, Customer shall certify in writing that Customer is in compliance with the requirements of this section and any other software license restrictions that are part of the Agreement, and shall provide evidence of Customer's compliance as Rackspace may reasonably request. If Customer fails to provide the required evidence of licensing to Rackspace, and continues to use the software, Rackspace may: (i) charge Customer its standard fee for the use of the software in reliance on Rackspace's licensing agreement with the vendor until such time as the required evidence is provided, or (ii) suspend or terminate the applicable Services.

5.6. Infringement. If the delivery of the Services or provision of Deliverables infringes the Intellectual Property of a third party and Rackspace determines that it is not reasonably or commercially practicable to obtain the right to use the infringing element, or modify the Services or Deliverables such that they do not infringe, then Rackspace may terminate the infringing Services and/or Deliverables on 90 days notice and shall not have any

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liability on account of such termination except to refund amounts paid for unused Services (prorated as to portions of the Services and/or Deliverables deemed infringing).

6. FEES.

6.1. Fees. Customer shall pay the Fees due within 30 days from the invoice date. If Customer has arranged for payment by credit card or automated clearing house, Rackspace may charge Customer's card or account on or after the invoice date. If Customer's undisputed payment is overdue by 15 days or more, Rackspace may suspend the associated Services and any other services Customer receives from Rackspace on written notice. Rackspace shall undertake collection efforts prior to suspension. Invoices that are not disputed within 120 days of the invoice date are conclusively deemed to be accepted as accurate by Customer. Customer shall pay the Fees in the currency identified on the Service Order, and, except as expressly permitted in section 6.3, without setoff, counterclaim, deduction, or withholding. Rackspace may charge interest on overdue amounts at the greater of 1.5% per month or the maximum legal rate, and may charge Customer for any cost or expense arising out of Rackspace's collection efforts.

6.2. Fee Increases. Unless stated to the contrary in the Agreement, Rackspace may increase the Fees on giving at least 90 days advance written notice following the expiration of the Initial Term or any Renewal Term (including during any Auto-Renewal Term). In the event of a Third Party Fee Increase, Rackspace may increase Customer's Fees by the same percentage amount on giving at least 90 days advance written notice. If Customer continues to use any Services following termination of the Agreement or Service Order, Customer shall be responsible for payment of Fees for such Services at Rackspace's then-current market rates.

6.3. Taxes. All amounts due to Rackspace under the Agreement are exclusive of Tax. Customer shall pay Rackspace any Tax that is due or provide Rackspace with satisfactory evidence of Customer's exemption from the Tax in advance of invoicing. Customer shall provide Rackspace with accurate and adequate documentation sufficient to permit Rackspace to determine if any Tax is due. All payments to Rackspace shall be made without any withholding or deduction for any taxes except for Local Withholding Taxes. Customer agrees to timely provide Rackspace with accurate factual information and documentation of Customer's payment of any such Local Withholding Taxes. Rackspace shall remit such cost to Customer in the form of a credit on Customer's outstanding account balance following receipt of sufficient evidence of payment of any such Local Withholding Taxes.

6.4. Reimbursement for Expenses. Unless otherwise agreed in the Service Order, if any of the Services are performed at Customer's premises, Customer agrees to reimburse Rackspace for the actual substantiated out-of-pocket expenses of its Representatives.

7. DISCLAIMERS.

7.1. Rackspace makes no commitment to provide any services other than the Services stated in the Service Order. Rackspace is not responsible to Customer or any third party for unauthorized access to Customer Data or for unauthorized use of the Services that is not solely caused by Rackspace's failure to meet its security obligations in section 4. To the maximum extent permitted by law, Rackspace disclaims all responsibility for any situation where the security, availability, or stability of the Services is compromised by: (i) actions of Customer or any end user; (ii) software provided by Customer, or (iii) any actions taken by Rackspace which are requested by Customer and not based on the advice or recommendation of Rackspace. Rackspace shall not be liable for any failure to comply with its obligations in the Agreement to the extent that such failure arises from a failure of Customer to comply with its obligations under the Agreement.

7.2. Rackspace may designate certain Services as Unsupported Services. Rackspace makes no representation or warranty with respect to Unsupported Services except that it shall use reasonable efforts as may be expected of technicians having generalized knowledge and training in information technology systems. Rackspace shall not be liable to Customer for any loss or damage arising from the provision of Unsupported Services and SLA(s) shall not apply to Unsupported Services, or any other aspect of the Customer Configuration that is adversely affected by Unsupported Services. If Customer uses any Test Services, then Customer's use of those Test

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Services is subject to the Test Terms. At Customer's request, Rackspace may provide services that are not required by the Agreement. Any such services shall be provided AS-IS with no warranty whatsoever.

7.3. Rackspace and its Representatives disclaim any and all warranties not expressly stated in the Agreement to the maximum extent permitted by law including implied warranties such as merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement.

7.4. Except as expressly provided herein, Rackspace makes no representation or warranty whatsoever regarding Open Source Software or with regard to any third party products or services which Rackspace may recommend for Customer's consideration. TPS Agreements are independent and separate from the Agreement, and Rackspace is not a party to and is not responsible for the performance of any TPS Agreements.

8. TERM AND TERMINATION.

8.1. Term. This MSA shall continue until terminated in accordance with its terms. Service Orders for Recurring Services shall be subject to the Auto Renewal Term unless: (i) otherwise stated in the Agreement, (ii) the parties enter into an agreement for a Renewal Term, or (iii) either party provides the other with written notice of termination at least 90 days prior to the expiration of the then current term.

8.2. Termination for Convenience. For Recurring Services, unless otherwise stated in the Agreement, Customer may terminate all or part of any Service Order for convenience at any time by giving Rackspace at least 90 days advance written notice; subject to an early termination fee equal to the monthly recurring Fee times the number of months remaining in the then current term of the Service Order for the Services that have been terminated.

8.3. Termination for Cause.

(A) Either party may terminate the MSA and/or the affected Service Order(s) for cause on written notice if the other party materially breaches the Agreement and, where the breach is remediable, does not remedy the breach within 30 days of the non-breaching party's written notice describing the breach.

(B) Rackspace may terminate the Agreement and/or the applicable Service Order(s) for breach on written notice if, following suspension of Customer's Services for non-payment, payment of any invoiced undisputed amount remains overdue for a further ten days.

(C) Subject to applicable law, either party may terminate the MSA and any Service Order(s) on written notice if the other party enters into compulsory or voluntary liquidation, or ceases for any reason to carry on business, or takes or suffers any similar action which the other party reasonably believes means that it may be unable to pay its debts.

(D) Notwithstanding anything to the contrary in the Agreement, the Fees for the Services through the conclusion of all Service Order(s) shall become due immediately in the event Rackspace terminates the MSA in accordance with this section 8.3.

8.4 Delayed Termination. If Rackspace permits Customer to cancel or delay a scheduled termination date, Customer is obligated to provide Rackspace supplemental written notice of at least 90 days prior to any rescheduled termination date.

9. CONFIDENTIAL INFORMATION. Each party agrees not to use the other's Confidential Information except in connection with the performance or use of the Services, the exercise of its legal rights under the Agreement, or as required by law; and shall use reasonable care to protect Confidential Information from unauthorized disclosure. Each party agrees not to disclose the other's Confidential Information to any third party except: (i) to its Representatives, provided that such Representatives agree to confidentiality measures that are at least as stringent as those stated in this MSA; (ii) as required by law; (iii) in response to a subpoena or court order or other compulsory legal process, provided that the party subject to such process shall give the other written notice of at least seven

days prior to disclosing Confidential Information unless the law forbids such notice; or (iv) with the other party's consent.

10. LIMITATIONS ON DAMAGES.

10.1. Notwithstanding anything in the Agreement to the contrary:

(A) Rackspace's liability arising from: (i) death or personal injury caused by negligence; (ii) fraudulent misrepresentation; or (iii) any other loss or damages for which such limitation is expressly prohibited by applicable law, shall be unlimited.

(B) Subject to section 10.1(A), the maximum aggregate monetary liability of Rackspace and any of its Representatives in connection with the Services or the Agreement under any theory of law shall not exceed the actual damages incurred up to the greater of: (i) an amount equal to six times the Fees payable by Customer for the Services that are the subject of the claim in the first month in which Fees are charged under the Agreement, or (ii) the total amount paid by Customer to Rackspace for the Services that are the subject of the claim in the 12 months immediately preceding the event(s) that first gave rise to the claim.

10.2. Neither party (nor any of its Representatives) is liable to the other party for any indirect, special, incidental, exemplary, or consequential loss or damages of any kind. Neither party is liable for any loss that could have been avoided by the damaged party's use of reasonable diligence, even if the party responsible for the damages has been advised or should be aware of the possibility of such damages. In no event shall either party be liable to the other for any punitive damages; or for any loss of profits, data, revenue, business opportunities, customers, contracts, goodwill, or reputation.

10.3. As an essential part of the Agreement, the liquidated damages payable under the SLA(s) shall be the credits stated in any applicable SLA(s) which are Customer's sole and exclusive remedy for Rackspace's failure to meet those guarantees for which credits are provided; and the parties agree that the credits are not a penalty, are fair and reasonable and represent a reasonable estimate of loss that may reasonably be anticipated from any breach. The maximum credit(s) for failures to meet any applicable SLA(s) for any calendar month shall not exceed 100% of the then current monthly recurring Fee for the Services. Customer is not entitled to a credit if Customer is in breach of the Agreement at the time of the occurrence of the event giving rise to the credit, until such time as Customer has remedied the breach. No credit shall be due if the credit would not have accrued but for Customer's action or omission.

11. INDEMNIFICATION.

11.1. If Rackspace, its Affiliates, or any of its or their respective Representatives (collectively, the "**Indemnitees**" or "**Indemnified Parties**") are faced with a claim by a third party arising out of: Customer's breach of TPS Agreement, end user agreement, AUP, security obligation or section 5.5, then Customer shall hold Rackspace harmless and pay the cost of defending the claim (including reasonable legal and professional fees and expenses) and any damages, losses, fine, or other penalty that is imposed on or incurred by the Indemnitees as a result of the claim. Customer's obligations under this section include claims arising out of the acts or omissions of Customer's employees, agents, end users, any other person to whom Customer has given access to the Customer Configuration, and any person who gains access to the Customer Configuration as a result of Customer's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Customer.

11.2. If Rackspace receives notice of a claim that is covered by this section 11, Rackspace shall give Customer prompt written notice thereof. Rackspace shall be allowed to conduct the defense of the matter, including choosing legal counsel to defend the claim, provided that the choice is reasonable and is communicated to

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Customer. Customer shall comply with Rackspace's reasonable requests for assistance and cooperation in the defense of the claim. Rackspace may not settle the claim without Customer's consent, which may not be unreasonably withheld, delayed or conditioned. Customer shall pay costs and expenses due under this section 11 as Rackspace incurs them.

12. NOTICES. Customer routine communications to Rackspace regarding the Services should be sent to Customer's account team using the customer portal. To give a notice regarding termination of the Agreement for breach, indemnification, or other legal matter, Customer shall send it by electronic mail and overnight postal service to:

legalnotice@rackspace.com
General Counsel
Rackspace US, Inc.
One Fanatical Place, City of Windcrest
San Antonio, Texas 78218
MAIL STOP: US109-2301

Rackspace's routine communications regarding the Services and legal notices shall be posted on the customer portal or sent by email or post to the individual(s) Customer designates as contact(s) on Customer's account. Notices are deemed received as of the time posted or delivered, or if that time does not fall within a Business Day, as of the beginning of the first Business Day following the time posted or delivered. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices shall be given in the English language.

13. PUBLICITY, USE OF MARKS. Customer agrees that Rackspace may publicly disclose that it is providing Services to Customer and may use Customer's name and logo to identify Customer in promotional materials, including press releases. Customer may not issue any press release or publicity regarding the Agreement, use the Rackspace name or logo or other identifying indicia, or publicly disclose that it is using the Services without Rackspace's prior written consent.

14. ASSIGNMENT/SUBCONTRACTORS. Neither party may assign the Agreement or any Service Orders without the prior written consent of the other party, except to an Affiliate or successor as part of a corporate reorganization or a sale of some or all of its business, provided the assigning party notifies the other party of such change of control. Rackspace may use its Affiliates or subcontractors to perform all or any part of the Services, but Rackspace remains responsible under the Agreement for work performed by its Affiliates and subcontractors to the same extent as if Rackspace performed the Services itself.

15. FORCE MAJEURE. Neither party shall be liable or be in breach of the Agreement (excluding in relation to the Customer's payment obligations) if the failure to perform the obligation is due to an event beyond its control, including significant failure of a part of the power grid, failure of the Internet, natural disaster or weather event, fire, acts or orders of government, war, riot, insurrection, epidemic, strikes or labor action, or terrorism.

16. GOVERNING LAW.

16.1. The Agreement shall be governed by the applicable governing law determined as set out below by reference to the Rackspace contracting entity (and, where applicable, Customer's primary address as stated in the Service Order), exclusive of any choice of law principle that would require the application of the law of a different jurisdiction; and each party unconditionally and irrevocably submits to (i) the exclusive jurisdiction of the courts of the applicable jurisdiction, or (ii) binding arbitration, as set out below:

CONTRACTING ENTITY	GOVERNING LAW	ARBITRATION OR JURISDICTION
Rackspace Limited	England and Wales	Courts of England

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Datapipe Europe Limited		
Rackspace International GmbH, unless stated otherwise in this table		
Rackspace Asia Limited	Hong Kong Special Administrative Region of the People's Republic of China	Courts of Hong Kong Special Administrative Region of the People's Republic of China
Datapipe Asia Limited		
Rackspace International GmbH, only if Customer's primary address is in Hong Kong		
Rackspace Hosting Australia PTY LTD	New South Wales, Australia	Courts of New South Wales, Australia
Rackspace International GmbH, only if Customer's primary address is in Australia		
Datapipe Singapore Pte. Ltd.	Singapore	Courts of Singapore
Rackspace US, Inc.	State of Texas, USA and the federal laws of the USA	Arbitration
Datapipe, Inc.		
Rackspace Government Solutions, Inc.		
Rackspace International GmbH, only if the Customer's primary address is in the United States, Latin America (including the Caribbean) or Canada		
RelationEdge, LLC		
TriCore Solutions, LLC		

Where stated to be subject to arbitration in the table above, any dispute or claim relating to or arising out of the Agreement shall be submitted to binding arbitration. The arbitration shall be conducted in the state and county (or equivalent geographic location) of the non-asserting party's principal business offices in accordance with the Commercial Rules of the AAA in effect at the time the dispute or claim arose. The arbitration shall be conducted by one arbitrator from AAA or a comparable arbitration service. The arbitrator shall issue a reasoned award with findings of fact and conclusions of law. Either party may bring an action in any court of competent jurisdiction to compel arbitration under the Agreement, or to enforce an arbitration award. Neither party nor an arbitrator may disclose the existence, content, or results of any arbitration under the Agreement without the prior written consent of both parties. Either party shall be permitted to appeal the final award under the AAA's Optional Appellate Arbitration Rules in effect at the time the dispute or claim arose. Grounds for vacating the award shall include, in addition to those enumerated under the Federal Arbitration Act, 9 U.S.C. §1, et seq, that the arbitrator committed errors of law that are material and prejudicial. The appeal shall be determined upon the written documents submitted by the parties, with no oral argument. After the appellate rights described in this section 16.1 have been exercised or waived, the parties shall have no further right to challenge the award.

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16.2. Notwithstanding any exclusive jurisdiction provision above, Customer agrees that Rackspace may seek to enforce any judgment anywhere in the world where Customer may have assets. No claim may be brought as a class or collective action, nor may Customer assert such a claim as a member of a class or collective action that is brought by another claimant. Each party agrees that it shall not bring a claim under the Agreement more than two years after the time that the claim accrued. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods.

16.3. The prevailing party in any action or proceeding relating to the Agreement shall be entitled to recover reasonable legal fees and costs, including attorney's fees.

17. MISCELLANEOUS.

17.1. Some terms are incorporated into the Agreement by reference to pages on the Rackspace website and Rackspace may revise those terms from time to time (including the MSA). Such revisions shall only be effective and supersede and form part of the Agreement as of the time: (i) Customer enters into a new Service Order referencing the revised terms, or (ii) a Service Order automatically renews pursuant to the Agreement or the parties enter into an agreement for a Renewal Term in which case Customer acknowledges that Customer has reviewed and accepted the then-current version of the terms as of the date of the renewal. If there is a conflict between the terms of the Agreement, the documents shall govern in the following order: the Service Order, the Product Terms, and the MSA. The headings or captions in the Agreement are for convenience only. If over time Customer enters into multiple agreements for a given Customer Configuration (for example to add additional components or services) then the most recent terms referenced in the Service Order(s) shall govern the entirety of the Services for the given Customer Configuration.

17.2. Unless otherwise expressly permitted in the Agreement, the terms of the Agreement may be varied only by a written agreement signed by both parties that expressly refers to the Agreement. A Service Order may be amended to modify, add, or remove Services by a formal written agreement signed by both parties, or by an exchange of correspondence (including via the Rackspace ticketing system) that includes the express consent of an authorized individual for both parties. The pre-printed terms of Customer's purchase order or other business form or terms that Customer provides shall be void and of no effect.

17.3. If any part of the Agreement is found unenforceable, the rest of the Agreement shall continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable and give business efficacy to the Agreement. The parties acknowledge and agree that the pricing and other terms in the Agreement reflect and are based upon the intended allocation of risk between the parties and form an essential part of the Agreement. Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past. The relationship between the parties is that of independent contractors and not business partners. Neither party is the agent for the other and neither party has the right to bind the other on any agreement with a third party. Other than Representatives for the purposes of sections 7, 10, and 11, or as otherwise specifically designated a "Third Party Beneficiary", there are no third party beneficiaries to the Agreement. The use of the word "including" means "including without limitation".

17.4. The following provisions shall survive expiration or termination of this MSA: Intellectual Property, Confidential Information, Limitation on Damages, Indemnification, Notices, Governing Law, Miscellaneous, all terms of the Agreement requiring Customer to pay any Fees for Services provided prior to the time of expiration or termination or requiring Customer to pay an early termination Fee, and any other provisions that by their nature are intended to survive expiration or termination of the Agreement.

17.5. The Agreement constitutes the complete and exclusive understanding between the parties regarding its subject matter and supersedes and replaces any prior or contemporaneous representation(s), agreement(s) or understanding(s), written or oral.

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"**AAA**" means the American Arbitration Association.

"**Affiliate**" as to Customer means any entity that directly or indirectly controls, is controlled by, or is under common control with the entity referred to, but only for so long as such control exists; and as to Rackspace means Rackspace Hosting, Inc. and any entity that is directly or indirectly controlled by Rackspace Hosting, Inc. As used in this definition "**control**" means control of more than a 50% interest in an entity.

"**Agreement**" means, collectively, the MSA and any applicable Service Order, Product Terms, or other addenda which govern the provision of Services.

"**AUP**" means Rackspace's Acceptable Use Policy found at www.rackspace.com/information/legal/aup.

"**Auto Renewal Term**" means the automatic renewal period following expiry of the Initial Term, for consecutive rolling 90 day terms.

"**Business Day**" means Monday through Friday, excluding public holidays, in the country whose laws govern the Agreement.

"**Confidential Information**" means non-public information disclosed by one party to the other in any form that: (i) is designated as "Confidential"; (ii) a reasonable person knows or reasonably should understand to be confidential; or (iii) includes either party's products, customers, marketing and promotions, know-how, or the negotiated terms of the Agreement; and which is not independently developed by the other party without reference to the other's Confidential Information or otherwise known to the other party on a non-confidential basis prior to disclosure.

"**Customer Configuration**" means an information technology system (hardware, software and/or other information technology components) which is the subject of the Services or to which the Services relate.

"**Customer Data**" or "**Client Content**" means all data which Customer receives, stores, or transmits on or using the Customer Configuration.

"**Customer IP**" means Customer's pre-existing Intellectual Property.

"**Deliverables**" means the tangible or intangible materials which are prepared for Customer's use in the course of performing the Services and that are specifically identified and described in a Service Order as Deliverables.

"**Fees**" means the fees payable under the applicable Service Order.

"**Hosted System**" means a Customer Configuration provided by Rackspace for Customer's use at a Rackspace data center.

"**Initial Term**" means the initial term of the applicable Service Order.

"**Intellectual Property**" means patents, copyrights, trademarks, trade secrets, and any other proprietary intellectual property rights.

"**Local Withholding Taxes**" means withholding (or similar) taxes imposed on income that may be attributable to Rackspace in connection with its provision of the Services that Customer is legally required to withhold and remit to the applicable governmental or taxing authority.

"**One Time Services**" means Services which are provided on a one-off basis.

"**Open Source Software**" means open source software including Linux, OpenStack, and software licensed under the Apache, GPL, MIT, or other open source licenses.

"**Product Terms**" or "**Service Schedule(s)**" means additional terms and conditions incorporated in a Service Order which contain product-specific obligations.

"**Rackspace**" or "**we**" means the Rackspace Affiliate identified in the Service Order, or if none is identified: (i) Rackspace US, Inc. if Customer's primary billing address is located in the United States, or (ii) Rackspace International GmbH if Customer's primary billing address is located outside of the United States.

"**Rackspace Configuration Requirements**" means those specifications identified by Rackspace as required to perform the Services, such as a required reference architecture or software version, as described in Customer's Service Order or Product Terms.

"**Recurring Services**" means Services which are provided on an on-going basis.

"**Renewal Term**" means a fixed term extension of the Service Order term.

"**Representatives**" means a party's respective service providers, officers, directors, employees, contractors, Affiliates, suppliers, and agents.

"**Security and Privacy Practices**" means Rackspace's Global Security and Privacy Practices found at www.rackspace.com/information/legal/securitypractices.

"**Sensitive Data**" means any: (i) personally identifiable information or information that is referred to as personal data (including sensitive personal data); PII (or other like term) under applicable data protection or privacy law and includes information that by itself or combined with other information can be used to identify a person; (ii) financial records; and (iii) other sensitive or regulated information.

"**Services**" means the Rackspace services identified in a specific Service Order.

"**Service Order**" or "**Order Form**" means the document describing the Services Customer is purchasing, including any online order, process, API, statement of work, or tool through which Customer requests or provisions Services.

"**SLA**" means any provision providing a specified credit remedy for an identified failure to deliver or provide the Services to the identified standard.

"**Tax**" means any value added, goods and services, sales, use, property, excise, and like taxes, import duties and/or applicable levies arising out of the provision of the Services.

"**Test Services**" means those Services designed by Rackspace as "Test", "Beta", "early access", or with like designation in a Service Order.

"**Test Terms**" means the Test Terms found at www.rackspace.com/information/legal/testterms.

"**Third Party Fee Increase**" means the direct or indirect increase of fees by a third party license provider charged to Rackspace for Customer's use of Third Party Software.

"**Third Party Software**" means third party software applications or services used in connection with the Services.

"**TPS Agreements**" means agreements for products and services provided by third parties, which are entered into directly between Customer and such third party.

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"**Unsupported Services**" means Services designated by Rackspace as "best efforts", "non-standard", "reasonable endeavours", "unsupported", or with like designation in a Service Order.

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