Multi-Tenant (Per-User) SharePoint Services
Terms and Conditions

The following terms and conditions apply to your use of Multi-Tenant SharePoint Services which are incorporated by reference in your Agreement with Rackspace.

1. ADDITIONAL DEFINED TERMS

Some words used in these terms and conditions have particular meanings:

"Effective Date" means the date on which you have submitted a signed Agreement for Multi-Tenant SharePoint Services and we have received your payment arrangements for the first month's service.

"Multi-Tenant Farm" means the infrastructure and software used to host the Multi-Tenant SharePoint Service which is managed by Rackspace.

"Multi-Tenant SharePoint Service" or "Multi-Tenant SharePoint Services" means the provision by Rackspace of a multi-tenant SharePoint service, plus Support, as set out below (and specifically excludes circumstances where Rackspace provides licences to SharePoint applications without associated Support).

"Support" means (i) management of the Multi-Tenant SharePoint Services by a customer care team that includes individuals trained in the system you select, and (ii) availability of support during Business Hours.

"Tenant" means an administration site with a collection of site privileges, all with a single "sitemembershipid", and hosted on the Multi-Tenant Farm.

"User" means a unique individual or device that is authorized to access or otherwise use the Multi-Tenant SharePoint Services.

2. ADDITIONAL RACKSPACE OBLIGATIONS

Rackspace will provide the following additional Multi-Tenant Sharepoint Services:

2.1 Administration. Rackspace will provision the initial environment. You will otherwise be responsible for administering your Multi-Tenant SharePoint Services, including creating your site collections, establishing the site collection administrator, adding users, adding storage, establishing permissions, and customizing the interface.

2.2 Service Level Agreement ("SLA"). Your Multi-Tenant SharePoint Service Tenant will be available 100% of the time in a given calendar month, excluding downtime due to maintenance.

2.2.1 Downtime. Downtime exists if you are unable to access your Multi-Tenant SharePoint Service Tenant. Downtime does not exist if you are unable to access your Multi-Tenant SharePoint Service as a result of a failure outside of Rackspace's reasonable control, including without limitation your connection to the Internet, your computer, or your systems. This SLA does not cover search outages. Additionally, any issues caused by third
party hardware or software will not be considered downtime. Rackspace will perform
maintenance on the Multi-Tenant Farm on a regularly scheduled basis, and may also perform
unscheduled emergency maintenance if needed to address new security threats or other non-
routine events. Delays that may occur while the Multi-Tenant Farm makes planned
transitions between redundant system elements is considered maintenance.

2.2.2 Credits. In the event of downtime as defined above, you are eligible for a credit as
follows:

2.2.2.1 if the downtime continues for five (5) consecutive hours or more, you may request a
credit equal to the monthly utility fee for the affected Multi-Tenant SharePoint Service
Tenant (the "Maximum Credit"); or

2.2.2.2 if the downtime continues for less than five (5) consecutive hours, then you may
request a prorated portion of the Maximum Credit equal to the number of minutes of
downtime divided by five (5) hours (300 minutes).

You are not entitled to a credit if you are in breach of the Agreement (including your
payment obligations to us) at the time of the occurrence of the event giving rise to the credit
until you have cured the breach. You are not entitled to a credit if the event giving rise to the
credit would not have occurred but for your breach of the Agreement. You are not entitled to
a credit for any extra storage amount reduced or downgraded by you during an affected
month.

You must request a credit through your control panel within seven (7) days following the end
of the downtime. Your request must describe the downtime, including the specific Multi-
Tenant SharePoint Service Tenant affected, the start and end time of the downtime, and
specifically how your use of the Multi-Tenant SharePoint Service Tenant was adversely
affected. Rackspace will apply any credit that is due against your next invoice for your Multi-
Tenant SharePoint Services.

2.3 Support. Rackspace will provide Support for the Multi-Tenant SharePoint Services to
your designated administrator(s) or technical contacts on the account. Rackspace will not
provide Support directly to your end users unless specifically agreed in writing.

3. LIMITATIONS ON SERVICES

3.1 Backups. Rackspace performs data backups on a "snap shot" point in time basis every 30
minutes. Therefore Rackspace may not create a backup of all information that is stored on
your Multi-Tenant SharePoint Service Tenant. The backup will only capture the information
that is present at the time of the backup. Data on backups may be retrieved only for a limited
number of days. See information in Section 4.2 (Records Retrieval) below regarding records
retrieval services.

3.2 System Abuse. You may not use a Multi-Tenant SharePoint Service Tenant as a public
site by publishing your log in information. Any extensibility you enable with your Multi-
Tenant SharePoint Services must be written such that they do not consume a disproportionate
amount of computing resources. You may not otherwise use the Multi-Tenant SharePoint
Services in a way that creates operational disturbances for other Rackspace SharePoint
customers or for the Rackspace systems generally.
4. ADDITIONAL TERMS FOR CERTAIN SERVICES.

The following additional terms will apply if you elect to purchase one of the services described below:

4.1 Migration Services. At your request, we may provide an advance estimate of fees for data migration based on the information you provide to us. However, you acknowledge that our fee will be calculated on the basis of the actual amount of data migrated and may exceed the estimate. We may require you to enter into an additional agreement for such data migration services as a Supplementary Service. You acknowledge that after we begin the migration services we may discover technical limitations related to the configuration of your data that prevent us from successfully completing the migration. Unless otherwise agreed in writing by you, we will not charge you a fee if we are unable to successfully migrate your data. You acknowledge that there is a special risk that data may be lost during a migration. You agree that you will create a reliable back up of all data to be migrated prior to the time that we begin the migration. You agree that we are not liable to you for damages resulting from the loss or corruption of your information as part of the migration.

4.2 Records Retrieval. Records retrieval services will be performed on a fee basis and will take up to ten (10) days. At your written request made at or prior to the termination of your Multi-Tenant SharePoint Service, Rackspace will provide a complete copy of your data on a fee basis, but all payments on your account must be made prior to Rackspace's release of the copy of the data to you.

5. TERM

The initial term of each Agreement for Multi-Tenant SharePoint Services begins on the Effective Date and continues for the period stated in the Service Description. If no term is stated in the Service Description, the initial term shall be one (1) month. Upon expiration of the initial term, the Agreement for Multi-Tenant SharePoint Services will automatically renew for successive renewal terms of one month each unless and until one of us provides the other with thirty (30) days advance written notice of non-renewal.

6. TERMINATION FOR CONVENIENCE

You may terminate the Agreement for Multi-Tenant SharePoint Services for convenience at any time on thirty (30) days advance written notice. Rackspace may terminate for convenience at any time on ninety (90) days advance written notice. If you terminate for convenience, we will refund any amount you prepaid for any period extending past your committed term.

7. FEES

7.1 Notwithstanding anything in the Agreement to the contrary, utility fees for the Services will be billed monthly in arrears. Non-recurring fees, such as migration services and records retrieval, will be billed monthly in arrears. Fee changes due to increase in the storage for the Multi-Tenant SharePoint Services will be effective as of the date of the change to the Service
with no proration. Fee changes due to increase in the number of Users will be effective as of the date of the change to the Service with no proration. Fee changes due to decrease in storage for the service or Users will be effective the first day of the month following the decrease.

7.2 We may increase our fees for the Multi-Tenant SharePoint Services at any time by posting the new fees in the control panel or providing notice to you via ticket. Fee increases will not be applied to your the Multi-Tenant SharePoint Services purchased prior to the time of the fee increase until at least forty-five (45) days after the date the new fees are first published, but any new the Multi-Tenant SharePoint Services you purchase after a fee increase will be charged at the new fees.

8. ADDITIONAL SUSPENSION, TERMINATION AND INDEMNIFICATION GROUNDS

In addition to the other grounds for suspension and termination stated in your Agreement, we may suspend or terminate your Multi-Tenant SharePoint Services or terminate the Agreement immediately and without notice if you use your Multi-Tenant SharePoint Service in violation of the use restrictions in the Agreement, including those in the AUP.

Your indemnity obligations stated in the Cloud Terms of Service shall, in addition to the other grounds stated, cover any third party claim arising from your use of the Multi-Tenant SharePoint Service, except to the extent such claim arises from Rackspace's breach of the Agreement, negligence, recklessness, or willful misconduct.

9. PRIVACY

9.1 Content/Data. When we use the term "Content" in this Section 9 (Privacy) we are referring to the content you store on your Multi-Tenant SharePoint Services Tenant; when we use the term "System Data" we are referring to information that is created by the systems and networks that are used to provide the Multi-Tenant SharePoint Service. Your Content includes without limitation the files you post to the site, the text of the communications between users of the sites, and is generally the information that could be communicated using some media (including without limitation email, a letter, telephone call, CD, DVD, etc.). The System Data includes without limitation information such as peak usage times, feature usage, and is generally information that would not exist but for the fact that the Multi-Tenant SharePoint Service was used.

9.2 Content Privacy. Your Content is your Confidential Information and is subject to the restrictions on use and disclosure described in the Cloud Terms of Service. In addition to those restrictions, we agree that our personnel will not view your Content except in the specific ways defined in Subsection 9.3 (Our Limited Rights to View and Use Your Content). However, you agree that we may view and use the System Data for our general business purposes, including maintaining and improving security, improving our services, and developing products.

9.3 Our Limited Rights to View and Use Your Content. You agree that our personnel may view your Content for the following purposes:

9.3.1 as necessary to respond to your specific support request;
9.3.2 to ensure that backups are being performed properly;
9.3.3 as appropriate to the exercise of our rights to use and disclose your Confidential Information as described in the Agreement; and
9.3.4 if we use third party vendors to help us provide services to you, we may permit those vendors to view and use your content for the same purposes described above, provided that the vendors are subject to confidentiality and privacy restrictions at least as stringent as those stated in the Agreement.

9.4 Changes to Privacy Terms

We may change Subsection 9.3 (Our Limited Right to View and Use Your Content) under the same procedures described in the Agreement for amendments to the AUP.

10. RESALE

You may not resell the Multi-Tenant SharePoint Services without Rackspace's prior written consent, and then subject to the Reseller Addendum at http://www.rackspace.com/information/legal/emailreselleraddendum.

11. Country Specific Terms (Services provided from Australia) - Australia Consumer Law

If you have purchased services that will be provided in whole or in part from data centers or other Rackspace facilities located in Australia, then this term shall also form part of that Agreement. For the purposes of this clause, "Australia Consumer Law" means Schedule 2 to the Competition and Consumer Act 2010 (Cth); "Non-excludable Rights" means a condition, warranty, right or guarantee implied by relevant legislation, including the Competition and Consumer Act 2010 (Cth), the exclusion of which from the Agreement would cause part or all of the Agreement to be void. Where Non-Excludable rights apply under Australia Consumer Law, Rackspace’s goods come with guarantees that cannot be excluded by Australia Consumer Law. You are entitled to a replacement or refund for a major failure, and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure. Any reference to a consumer price index means the All Groups Consumer Price Index as published by the Australian Bureau of Statistics.

These terms and conditions for Multi-Tenant SharePoint Services together with the Agreement constitutes the final agreement between you and Rackspace regarding its subject matter and supersedes and replaces any prior agreement, understanding or communication, written or oral.

URL: http://sharepoint.rackspace.com/legal
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