

RACKSPACE DEDICATED HOSTING PRODUCT TERMS

These Product Terms apply to the Rackspace dedicated hosting services in the Managed Colocation, Managed, Intensive and Rackspace Private Cloud service levels/segments (your selected service level/segment is identified on your Service Order).

1. ADDITIONAL DEFINED TERMS

“Control Plane” means a given set of connected, functioning OpenStack nodes with the primary function of running central logging or one or more OpenStack control services required to interact with and manage the compute, storage and networks of a single private cloud system or a single private cloud deployment in collection of multiple connected or disconnected private cloud deployments.

“Service Commencement Date” means the date on which we provide you with logical access to your Hosted System.

“Support” means: (i) the management of the Hosted System by a service delivery team that includes a team leader, account manager, and support specialists with training and experience in providing the Services; (ii) availability of live support twenty four hours per day, seven days per week, year round; (iii) any specific support services described in the Service Order; and (iv) use of the customer portal. You may request support by opening a support ticket via your customer portal or by contacting your account team by phone, chat or email.

“The Fanatical Support Promise®” means the Rackspace commitment stated at <http://www.rackspace.com/information/legal/fanatical-support-promise>.

“Valid API Response” means (i) an acknowledgement or connection to the API consistent with its functionality or (ii) a “401 Unauthorized” response.

“Valid API Error” means (i) a HTTP 5xx server error response to a Valid API Request or (ii) no response to a Valid API Request because the API is down.

2. DEPLOYMENT. You must promptly provide all reasonably requested information and assistance to facilitate Rackspace’s deployment of your Services. The initial term of the Service Order begins on the Service Commencement Date and, unless otherwise explicitly stated in your Service Order, Rackspace may provide you logical access to your Hosted System immediately upon deployment completion. Unless explicitly stated in your Service Order, we do not guarantee a deployment timeframe but will use reasonable efforts to deploy the components of your Service Order promptly. If your Service Order provides a “Deployment Guarantee,” we will deploy the components described in the Service Order within the timeframe stated in the Service Order, provided that you promptly provide all information that we reasonably request from you to complete deployment. Components are deemed deployed as of the Service Commencement Date. Your sole and exclusive remedy for our failure to meet a Deployment Guarantee shall be a credit equal to the amount of the fee paid for the Deployment Guarantee, or if none was charged, the set-up fee stated in the Service Order for the affected component(s). You are not entitled to a credit if you request or cause the deployment delay.

3. SYSTEM ADMINISTRATION. For Services in the Managed Colocation service level, Rackspace will not have logical access to your Hosted System or provisioned virtual machines. For Services in the Rackspace Private Cloud service level Rackspace will only have access to

URL: <https://www.rackspace.com/information/legal/DedicatedHostingTerms>

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administer the OpenStack and host operating system elements of the Hosted System. For Services provided in the Managed Colocation or Rackspace Private Cloud service levels, except for any additional Support Services you purchase, you are responsible for administering all aspects of your Hosted System, including application and virtualization licensing, guest operating systems, DNS, and network and storage appliances.

4. INFRASTRUCTURE SLA'S

4.1 Network SLA. We guarantee that our Data Center Network will be available 100% of the time in a given month, excluding Maintenance.

The “**Data Center Network**” means the portion of the network extending from (but excluding) the outbound port on your Hosted System's edge device to the outbound port of the data center border router and includes Rackspace managed switches, routers, and cabling.

You are entitled to a credit of 5% of the monthly fee for the affected components of the Hosted System for each 30 minutes of Data Center Network unavailability (measured from the time a trouble ticket is opened until the connectivity is restored), up to 100% of your monthly fee for the affected components of the Hosted System.

4.2 Infrastructure SLA. We guarantee that A/C power to the components of your Hosted System will be available 100% of the time in a given month and that data center temperature and humidity will be maintained within the “allowable ranges” as identified in the ASHRAE TC 9.9 standards (“**HVAC Standards**”) excluding Maintenance.

Infrastructure downtime exists when components of the Hosted System are unable to function due to lack of power or a failure to maintain the HVAC Standards, measured from the time a trouble ticket is opened until the affected component(s) are powered back on. Device power supply hardware functionality is not included in this SLA (see Section 4.3 Hardware SLA).

You are entitled to a credit of 5% of the monthly fee for the affected components of the Hosted System for each 30 minutes of infrastructure downtime, up to 100% of your monthly fee for the affected components of the Hosted System.

4.3 Hardware SLA.

4.3.1 Servers, Firewalls, Load Balancers. Hardware repair or replacement is guaranteed to be complete within one hour of problem identification for servers, firewalls and load balancers, except that repair or replacement of hardware which fails but does not result in a total loss of functionality will be scheduled with you.

You are entitled to a credit of 5% of the monthly fee for the affected component(s) per additional half-hour of delay replacing failed hardware which results in a total loss of functionality, up to 100% of your monthly fee for the affected component(s).

4.3.2 Storage Devices & Replication Appliances. “**Storage Device**” means Storage Area Network (SAN), Network Attached Storage (NAS) and Direct Attached Storage (DAS) devices. If a Storage Device or a Replication Appliance is unavailable due to a hardware failure, Rackspace will have a technical specialist and necessary parts onsite to begin repairs within 6 hours of problem identification.

If your Storage Device or Replication Appliance is unavailable as a result of hardware failure and Rackspace fails to meet the guarantee in this Section 4.3.2, you are entitled to a credit of

5% of the monthly fee for the affected Storage Device/Replication Appliance per half hour delay in beginning repairs (after the initial 6 hours).

4.3.3 These Hardware SLA's exclude the time required to rebuild or reconfigure the Hosted System, such as the time required to configure a replacement device, rebuild a RAID array, reconfigure devices from their default settings, and reload operating systems and applications.

4.4 Storage Device Access SLA. We guarantee that you will have access to the data stored on your Storage Device 99.99% of the time in a given calendar month, excluding unavailability or degradation due to hardware failure.

If Rackspace fails to meet the guarantees stated in this Section 4.4 you are entitled to a credit in the amount of 5% of your monthly fee for the affected Storage Device(s) per half hour of data inaccessibility (after the initial .01%).

5. RACKSPACE PRIVATE CLOUD SLA'S

5.1 Rackspace Private Cloud Support Services. The SLA's in this Section 5.1 apply to those Services for which you have purchased Rackspace Private Cloud Support Services (if you cancel your Rackspace Private Cloud Support Services you will receive only the infrastructure SLA's in Section 4).

5.2 Rackspace Configuration Requirements. Rackspace is only required to provide Support for Hosted Systems using the Supported Software. "**Supported Software**" means (i) for RPC OpenStack Support Services: the current and one prior major version release of the Rackspace Private Cloud Software (a compilation composed of components available under various open source licenses available at: <https://developer.rackspace.com/docs/private-cloud/rpc/v14/rpc-faq-external/rpc-supported-software/>) (ii) for RPC Red Hat OPS Software: all versions which have active and current support subscriptions as defined by Red Hat and listed at: <https://developer.rackspace.com/docs/private-cloud/red-hat/rpcr-arch/ch-supported-software/> (iii) for Ceph software: only LTS versions are support and only until their retirement date as defined at: <http://docs.ceph.com/docs/master/releases/>.

Rackspace will continue to provide Support on a reasonable efforts basis for Customers using older versions of the Rackspace Private Cloud, RHEL OSP or Ceph software with the following limitations: (i) Customer acknowledges that older versions of the software do not receive security or operational patches or updates, and Customer releases Rackspace from any liability resulting from security and system issues which would not have occurred if the Customer had been running the Supported Software (ii) it may not be possible to resolve system issues due to bugs or limitations of older software versions and SLAs shall not apply if the SLA failure would not have occurred but for Customer's failure to utilize the Supported Software (iii) Rackspace may cease providing Support upon 30 days advance written notice if the Customer does not upgrade to the Supported Software.

Rackspace will initiate major version updates to released software through a scheduled maintenance with a minimum of 14 days notice (you agree to permit Rackspace to perform such maintenance and acknowledge that these maintenances may result in service or system unavailability – during these maintenances no SLAs shall apply). Customer acknowledges that the hardware and architecture requirements may change between versions of the Supported Software and changes to the Hosted System may be required in order to update the Supported Software, including upgrading or adding devices or components (which may result in additional fees).

5.3 Response Time SLA. Upon receiving a support request, Rackspace shall designate each request according to the following severity categories:

Category	Definition	Example	Initial Response Time
Emergency	Customer is unable to fulfil its business objectives.	Unable to launch or terminate instances, instances failing, or the OpenStack cloud is partially or wholly inoperable. Unable to store or retrieve any objects in Rackspace Private Cloud Object Storage.	Within 15 Minutes
Urgent	Customer's business objectives are impaired, but not completely obstructed.	Unable to launch or terminate new instances, but current instances are operating normally. An entire Rackspace Private Cloud Object Storage zone is unavailable.	Within 1 Hour
Standard	Non-critical issue or some anomalous behavior in the Rackspace Private Cloud.	Unusual delay in launching new instances or in interacting with the OpenStack API; also includes support call classified as incidents. Rackspace Private Cloud Object Storage node failure.	Within 4 Hours

If Rackspace fails to meet an Initial Response Time stated above, you are entitled to a credit of US\$250, plus an additional credit of US\$250 for each additional increment of time for which the Response Time SLA is not met, up to a total of US\$1000. The Initial Response Times stated above apply only to requests you make via ticket or telephone. The times above are response times, not resolution times, Rackspace makes no guarantee regarding the time to resolve a request.

Once engaged, Rackspace will work with Customer to resolve the request by either providing a resolution, workaround, configuration changes, or by escalating a bug report to the OpenStack community. Rackspace may report the issue along with a description of the issue to the OpenStack community and will investigate remediation approaches internally.

5.4 Control Plane SLA. If you purchase Core Software Support or Object Storage Support, then we guarantee any supported Rackspace Private Cloud Control Plane will have 99.99% Monthly Availability (as defined in Section 5.4.2) in any given monthly billing period except for Maintenance.

5.4.1 Scope – Affected Nodes. The Control Plane SLA is calculated against the fees for the servers of the Hosted System which are impacted by the given API failure based on their then current role (the “**Affected Nodes**”), as follows:

<u>API</u>	<u>Affected Nodes</u>
Horizon, Glance, Heat	Control Plane Nodes
Cinder	Control Plane Nodes, Cinder Nodes
Ceph RGW	Control Plane Nodes, Ceph Nodes

Nova	Control Plane Nodes, Compute Nodes
Swift	Control Plane Nodes, Object Storage Nodes
Hummingbird	Control Plane Nodes, Object Storage Nodes
Neutron	Control Plane Nodes, Computer Nodes, Cinder Nodes, Ceph Nodes, Object Storage Nodes
Keystone	Control Plane Nodes, Compute Nodes, Cinder Nodes, Ceph Nodes, Object Storage Nodes

5.4.2 Availability Calculation. Monthly Availability is defined and calculated as follows: Rackspace will measure the availability of each Control Plane using Rackspace monitoring tools. The Rackspace monitoring tools will make a request to all API services running in the Control Plane from multiple separate Rackspace data center locations and will capture Valid API Responses and Valid API Errors. To rule out general internet connectivity issues, only simultaneous API errors from all monitoring locations will be considered Valid API Errors.

Calculation Formula (represented as a percentage):

$$(\text{Valid API Responses}) / (\text{Valid API Responses} + \text{Valid API Errors})$$

5.4.3 Credits. If Rackspace fails to meet the Control Plane SLA described above, you are entitled to a credit as follows:

API Monthly Availability Calculation	Credit Percentage (of Affected Nodes)
100%-99.99%	0%
<99.99% - 99.9%	10%
<99.9% - 99%	20%
<99%	30%

Credits are calculated as a percentage of the fees for the Affected Nodes in a given Control Plane for the monthly billing period. If more than one Control Plane is deployed as part of the Hosted System, each Control Plane's Monthly Availability will be separately calculated.

If another SLA applies to an event which is the cause of the unavailability (such as the Infrastructure SLA's in Section 4) then that SLA shall apply exclusively to the event and this Control Plane SLA shall not apply. This Control Plane SLA shall not apply if you opt-out of the appropriate monitoring for your Services or disable, block, remove or otherwise interfere with our monitoring.

6. INTENSIVE HOSTING SLA'S

6.1 Intensive Services. The SLA's in this Section 6 apply to those Services which are identified as being provided in the Intensive Service Level on the applicable Service Order.

6.2 Response Time SLA. Upon receiving a support request, Rackspace shall designate each request according to the following severity categories:

<u>Severity Level</u>	<u>Example</u>	<u>Initial Response Time</u>
Emergency: Server, switch, or site down	You cannot access your server or site from the public Internet.	Within 15 minutes

Urgent: Server or site functioning improperly or at less than optimal performance	Your server or site is accessible but in a reduced state (timeouts or slow response)	Within 1 hour
Standard: Non-critical; server or site is functioning normally, but you require information or assistance, wish to schedule maintenance, or any other non-immediate tasks	Your site is functioning with acceptable parameters, but you require assistance in loading software or have a help desk-type question	Within 4 hours

If Rackspace fails to meet an Initial Response Time stated above, you are entitled to a credit of US\$250 per event, up to 100% of your monthly fee for the affected components of the Hosted System. The Initial Response Times stated above apply only to requests you make via ticket or telephone. The times above are response times, not resolution times, Rackspace makes no guarantee regarding the time to resolve a request.

6.3 High Availability Network Device Solution SLA. High Availability Network Device Solutions will be available 100% of the time in a given month.

A “**High Availability Network Device Solution**” means two routing devices (such as a firewall, load balancer or switch) within a single datacenter configured in a fail-over configuration and tested by Rackspace for reliability as part of the implementation process for your configuration. At your request, Rackspace will implement a High Availability Network Device Solution in a live configuration prior to testing the solution, but this SLA will not apply until the testing has been scheduled and successfully completed. Following any configuration changes related to the High Availability Network Device Solution, Customer must schedule and successfully complete a subsequent fail-over test or this SLA shall not apply.

You are entitled to a credit in the amount of 5% of your monthly fee for the affected High Availability Network Device Solution per half hour of High Availability Network Device Solution unavailability which adversely affects your Hosted System, up to 100% of the monthly fee for the affected High Availability Network Device Solution.

6.4 Firewall SLA

6.4.1 Default Rule Set. Unless you ask us to implement a different rule set during implementation, we will implement our standard “default-deny” rule set upon deployment of your firewall, which means that only certain TCP/UDP ports will be open.

6.4.2 Changes to Rule Set. We will complete configuration changes within 24 hours of the time that you open a ticket via your *MyRackspace* portal requesting the change. This SLA shall not apply to configuration or rule set changes scheduled to be implemented during Maintenance.

6.4.3 Remedy. If we fail to meet the SLA stated in this Section 6.4 in any given month, you are entitled to a credit of US\$250 per event, up to 100% of the monthly fee for the affected firewall(s).

6.5 Patching SLA

6.5.1 Supported Software. The SLA’s stated in this Section 6.5 apply only to vendor supplied and supported OS and application software patches, excluding: (i) software that we did not provide to you as part of your Services, and (ii) Oracle database software (even if provided as

part of your Services). This patching SLA is subject to restrictions for virtual servers. See Section 11 (Virtualization) below.

6.5.2 Release, Testing. When software vulnerabilities are addressed by a vendor patch, we will categorize the patch as either “critical” or “non-critical” in our reasonable discretion. Prior to applying a patch to your environment we will test the patch in our lab and in a Rackspace production environment.

6.5.3 Procedure (Opt In, Opt Out). Non-critical patches will be applied to your environment on a monthly basis, and critical patches will be applied on an as-needed basis. Unless otherwise agreed we will notify you via the ticketing system prior to the application of patches. Patches will generally be applied unless you opt out of the patch. If you do not want a particular patch applied to your environment you must notify us via support ticket reasonably in advance of the patching window. For some patches we may state in the ticket that you must opt in to the patch before we will apply it, in which case we will not apply the patch unless you notify us via ticket that you would like the patch applied.

6.5.4 Untested Patches. At your request we will apply patches to your configuration prior to the completion of our testing, but we make no guarantee whatsoever about the impact of applying an untested patch. If you would like a patch applied to your environment prior to the time that Rackspace would normally apply a patch, Rackspace will do so within four hours of the time that you open a support ticket requesting the application of the patch.

6.5.5 Alternative Procedure. Rackspace will not patch pursuant to the procedures described in this Section 6.5 if you have made other arrangements with Rackspace via support ticket or written agreement.

6.5.6 Remedy. If we materially fail to apply patches in accordance with the procedures set forth in this Section 6.5 (or the procedures stated in your alternative patching procedure, if applicable) and such failure adversely affects your Hosted System, you are entitled to a credit of \$250 per event, up to 100% of your monthly fee for the affected components of your Hosted System.

6.6 Data Restoration SLA.

6.6.1 Local Restores. We will initiate restoration of your data stored onsite within two hours of the time that you request the restore via a support ticket containing sufficient information for us to initiate the restore. You are allowed two free local restoration events per calendar month.

6.6.2 Offsite Restores. We will initiate restoration of your data stored offsite within six hours of the time that you request the restore via a support ticket containing sufficient information for us to initiate the restore. You are allowed one free offsite restoration event per calendar month.

6.6.3 Remedy. If we fail to restore the data that you have selected for backup in accordance with the timeframes stated in this Section 6.6, you are entitled to a credit of \$500 per event, up to 100% of your monthly fee for the affected Hosted System.

6.7 Monitoring SLA

6.7.1 Availability Monitoring. Rackspace will monitor up to 6 TCP ports per server for service availability. General server availability is tested every five (5) minutes via ping. You will be alerted via ticket if port or ping monitors fail three consecutive times.

6.7.2 Fault Monitoring. Rackspace monitors status events on servers and network devices including network availability, process status, file system capacity, and backup success/failure. Rackspace also monitors core OS and application log files for critical/warning application and system events. For servers from the Dell PowerEdge and HP ProLiant lines, we will also monitor server hardware faults.

6.7.3 Performance Monitoring. Rackspace monitors key performance metrics for the operating system (i.e. CPU, RAM, and Disk), and select applications (i.e. process statistics, users, throughput) and databases (i.e. caching, performance, transaction success).

6.7.4 Notification of Monitoring Alerts. We will notify you of monitoring alerts within the time frames stated in Section 6.2 (Response Time SLA) above.

6.7.5 Remedy. If we fail to meet the monitoring alert notification guarantees stated in this Section 6.7, you are entitled to a credit of US\$250 per event, up to 100% of your monthly fee for the affected Hosted System.

6.8 Rackspace Configuration Requirements

6.8.1 Disabling or Removing of Monitoring or Security Services. You must notify us in advance if you plan to disable, block, or remove any monitoring or security element we use to provide the Services for more than thirty minutes. We will not issue you any credit for events that might have been avoided or mitigated if you had not disabled, blocked or removed our monitoring or security elements, or otherwise interfered with our ability to provide the Services. Monitoring and security elements include, for example, Microsoft Operations Manager, Microsoft Systems Management Server, Microsoft Active Directory, Winternals Defrag Manager, Dell OpenManage, Symantec, Nimbus, and ZENworks.

6.8.2 Logical Access. The SLA's in Section 6 are contingent on Rackspace having full logical access to your configuration. No credit will be due if the credit would not have accrued but for your restriction of Rackspace's logical access to your configuration.

7. MAINTENANCES AND CREDITS

7.1 Maintenance. You are not eligible for a credit remedy if an SLA failure results from Maintenance. "**Maintenance**" means:

- a. Rackspace maintenance windows: modification or repairs to shared infrastructure (such as core routing or switching infrastructure) and fleet management activities (such as firmware updates for your network appliances) that we have provided notice of at least seventy-two hours in advance and that occurs during off peak hours in the time zone where the data center is located;
- b. Scheduled customer maintenance: maintenance of your configuration that you request and that we schedule with you in advance (either on a case by case basis, or based on standing instructions), such as hardware or software upgrades, and including periods during which you set or request an alert suppression on your configuration;
- c. Emergency maintenance: critical unforeseen maintenance needed for the security or performance of your Hosted System or Rackspace's network.

7.2 Data Center Upgrades. As part of ongoing data center upgrades, we may relocate your servers within or between our data centers (located in the same country as the origin

datacenter) and make changes to the provision of the Services (including changing the assigned IP addresses and DNS records and zones on Rackspace operated or managed DNS servers as we deem necessary for the operation of the shared network infrastructure).

7.3 Credits. Customer must request a credit in writing via a support ticket no later than fourteen days following the occurrence of the event giving rise to the credit. We will contact you within thirty days to approve or reject the claim or to request more information. If the claim is approved, the credits will be applied to invoices issued after the approval of the credit. Unused credits shall not be refunded. For the purpose of determining the amount of a credit, time periods will be measured from the time stamp generated by our ticket system or the time an interruption is recorded in our monitoring system until the condition giving rise to the credit has resolved. You may open a support ticket to document the start time for a support request or other incident, or if you contact us by telephone to request support, we will open a ticket for you (there may be a delay between the time of the call and the time we open a ticket). You are not entitled to a credit for a failure to meet a SLA which results from denial of service attacks, viruses or malware, hacking attempts, or any other circumstances that are not within our control. Credit remedies identified in specific currency amounts are awarded in the amount matching the currency on your invoice.

7.4 Application. This Section 7 applies to any SLA's which may be provided in other Product Terms for Services used in conjunction with the Hosted System governed by these Dedicated Hosting Product Terms.

8. THE FANATICAL SUPPORT PROMISE. You may terminate the applicable Service Orders if we fail to meet The Fanatical Support Promise®, subject to the conditions and procedures described therein. Termination is your sole and exclusive remedy for our failure to meet the Fanatical Support Promise.

9. MANAGED BACKUP. We will back up your data only if you have purchased data backup services. Unless a custom backup solution is agreed to in advance, backups will be performed to a shared managed backup infrastructure on a scheduled basis and retained as described in the Service Order. Open database files cannot be backed up without the use of a software backup agent. We will only back up a database if an appropriate backup agent is used or you dump your database to flat files prior to the scheduled backup. Backups are not a snap-shot of your data, they are made over a period of hours and the quality of the backup depends on how your data is organized. You are responsible for regularly validating the integrity of backed up data. We cannot guarantee that a restore procedure will provide a fully functional operating system or application. If you wish to preserve your backup after the time that a given device is decommissioned you must make arrangements with us at least 72 hours in advance of the scheduled decommissioning of the device. Database duplications or “cloning” for purposes other than a restoration of lost or corrupted data are not included as part of your managed backup service. Provided that we do not impair the security or reliability of your backup service, you agree that we may from time to time use copies of your backup data to test our backup systems.

10. SERVICES MANAGEMENT AGENT. You agree that Rackspace may install service management agents on your Hosted System for purposes of providing the Services and identifying security vulnerabilities. Except as otherwise necessary for the provision of the Services such agents will use only a minimal amount of computing resources and Rackspace will not use the agents to view or capture Customer Data. The Services will become Unsupported Services if you disable or interfere with our services management agent(s).

11. VIRTUALIZATION. If your order includes virtual servers, they will be active on the Service Commencement Date. Following the Service Commencement Date you are responsible for managing the active or inactive status of your virtual servers via your *MyRackspace* portal. Rackspace will invoice you for your virtual servers in arrears based on the number of calendar days (full or partial) in each billing period that your virtual servers are set to “active.” While your virtual servers are in an “inactive” status we will not install any software updates that we may have otherwise agreed to install. We will update your virtual servers when you return them to “active” status, but there may be a delay of up to twenty four (24) hours before the updates initiate.

12. COLOCATION. The Colocation Addendum at <http://www.rackspace.com/information/legal/colocationaddendum.php> applies to any devices of yours which we agree to host in a Rackspace data center.

13. SUSPENSION OF SERVICES. We may suspend Services without liability if: (i) we reasonably believe that the Services are being used in violation of the Agreement; (ii) you don’t cooperate with our reasonable investigation of any suspected violation of the Agreement; (iii) there is an attack on your Hosted System or your Hosted System is accessed or manipulated by a third party without your consent, (iv) we are required by law or by a regulatory or government body to suspend your Services, or (v) there is another event for which we reasonably believe that the suspension of Services is necessary to protect the Rackspace network or our other customers.

We will give you advance notice of a suspension under this paragraph of at least 12 Business Hours unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Rackspace or its other customers from imminent and significant operational, legal, or security risk. If your Hosted System is compromised, then you must address the vulnerability prior to Rackspace placing the Hosted System back in service or, at your request, we may be able to perform this work for you at our standard hourly rates as a service.

14. HIPAA. If Rackspace is your “Business Associate” as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, then the HIPAA Business Associate Addendum published at <http://www.rackspace.com/information/legal/hipaaba.php> as of the date that Rackspace becomes your Business Associate is part of the Agreement.

15. MICROSOFT SOFTWARE. In addition to the terms of the Agreement, your use of any Microsoft® software provided for your use is governed by: (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 your use of the Microsoft software as indicated in your Services Description, such as a limitation on the number of users. If you resell any part of the Hosting Services that include Microsoft software then you must include the Microsoft terms posted at <http://www.rackspace.com/aboutus/legal/microsoftlicense.php> in your agreement with your customers.

16. LIFECYCLE MANAGEMENT. Following the expiration of the initial term of your Service Order, and each subsequent renewal term, the then current Extended Lifecycle Support terms

at <https://www.rackspace.com/information/legal/eolterms> shall apply to the Services as applicable.