RACKSPACE GLOBAL SERVICES AGREEMENT

This Rackspace Global Services Agreement ("**GSA**" or "**MSA**") is between Rackspace (as defined in Section 1), and the customer ordering the Rackspace Services/identified in the Service Order ("**Customer**" "**Client**" or "**you**") each a "**party**" and together the "**parties**".

1 DEFINED TERMS. The following words, when capitalized, have the meaning stated:

"**Affiliate**" means any legal entity that a party owns, that owns a party, or that is under its common ownership. "Ownership" means, for the purposes of this definition, control of more than a fifty percent interest in an entity.

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

"**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 which is the subject of the Services or to which the Services relate. The term "**Hosted System**" may be used to describe a Customer Configuration provided by Rackspace for your use at a Rackspace data center.

"**Customer Data**" or "**Client Content**" means all data which you receive, store, or transmit on or using the Customer Configuration.

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

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

"**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) trade secrets; (iii) financial records; and (iv) other sensitive, regulated, or confidential information.

"**Product Terms**" or "**Service Schedule(s)**" means additional terms and conditions incorporated in a Service Order which contain additional 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 your primary billing address is located in the United States or (ii) Rackspace International GmbH if your 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 your Service Order or Product Terms.

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

"**Services**" means the Rackspace services identified in a specific Service Order. Services which are provided on an on-going basis over a defined term are referred to as "**Recurring Services**" and Services which are provided on a one-off basis are referred to as "**One Time Services**".

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

"**Service Order**" or "**Order Form**" means the document which describes the Services you are purchasing, including any online order, process, API or tool through which you request or provision Services.

"**TPS Agreements**" means those agreements for products and services provided by third parties, which are entered into directly between Customer and such third party. TPS Agreements are separate and independent from this Agreement, and Rackspace is not a party to and is not responsible for the performance of any TPS Agreements.

2 SERVICES

2.1 General. Rackspace will 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 you at all times satisfy 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 will provide support only to those individuals designated in your customer portal and is not required to provide any support directly to your end users.

2.2 Use Limitations. 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.

2.3 Unsupported & Test Services. Rackspace may designate Services as "non-standard", "reasonable endeavours" or "best efforts", or with like designation (collectively "**Unsupported Services**"). Rackspace makes no representation or warranty with respect to Unsupported Services except that it will use good faith efforts as may be expected of technicians having generalized knowledge and training in information technology systems. Rackspace shall not be liable to you for any loss or damage arising from the provision of Unsupported Services and SLAs shall not apply to Unsupported Services, or any other aspect of the Customer Configuration that is adversely affected by Unsupported Services. If you use any Services that have been designated as a "Test", "Beta" or "early access" or with like designation then your use of those Services is subject to the terms set out at https://www.rackspace.com/information/legal/testterms.php.

3 CUSTOMER OBLIGATIONS

3.1 General. Customer will enable Rackspace's reasonable method for access to the Customer Configuration for the purpose of performing the Services and invoicing. You must cooperate with Rackspace's reasonable investigation of outages, security problems, and any suspected breach of the Agreement. You are responsible for keeping your account

permissions, billing, and other account information up to date. You agree that your use of any Customer Configuration provided by Rackspace will comply with the Acceptable Use Policy found at http://www.rackspace.com/information/legal/aup (the "**AUP**"). You agree that you are solely responsible for the suitability of the Services and your compliance with any applicable laws, including export laws and data privacy laws.

3.2 Data Backup. Rackspace shall only back up data to the extent stated on a Service Order. It is the Customer's responsibility to ensure the integrity and security of Customer Data and to regularly backup and validate the integrity of backups of Customer Data on an environment separate from the Customer Configuration.

4 SECURITY. Rackspace shall provide the Services in accordance with the security practices found at http://www.rackspace.com/information/legal/securitypractices.php and any additional security specifications identified in the Service Order or Product Terms. Customer must use reasonable security precautions in connection with its use of the Services, including appropriately securing and encrypting Sensitive Data stored on or transmitted using the Customer Configuration; and 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, your exclusive property. Rackspace will 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 you provide Rackspace with your pre-existing Intellectual Property ("**Customer IP**"), then you hereby grant 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. You represent and warrant that you have all rights in the Customer IP necessary to grant this license, and that Rackspace's use of such Customer IP shall not infringe on the Intellectual Property rights of any third party.

5.2 Created by Rackspace. Unless otherwise specifically stated in the applicable Service Order, and excluding any Customer IP, Rackspace shall own all Intellectual Property created as part of providing the Services or contained in the Deliverables. Unless otherwise specifically stated in the Agreement, and subject to your payment in full for the applicable Services, Rackspace grants to you a limited, non-exclusive, non-transferable, royalty-free right and license (without the right to sublicense) to use any Deliverables, and during the term of the Service Order any Intellectual Property (excluding any Third Party Software and any Open Source Software), provided to you by Rackspace as part of the Services for your internal use as necessary for you to enjoy the benefit of the Services.

5.3 Open Source. In the event we distribute any open source software to you as part of the Services (for example Linux, OpenStack, and software licensed under the Apache, GPL, MIT or other open source licenses, collectively "**Open Source Software**") then such Open Source Software is subject to the terms of the applicable open source license. To the extent there is a conflict with this GSA the terms of the applicable open source license shall control.

5.4 Third Party Software. Rackspace may provide third party software for your use as part of the Services or to assist in our delivery of the Services ("**Third Party Software**"). Unless otherwise permitted by the terms of the applicable license you 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 this Agreement. You may only use Third Party Software provided for your 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. You are prohibited from using Third Party Software which we install in order to assist our delivery of the Services. Upon termination of the Service Order, you will permit removal of the Third Party Software. Rackspace makes no representation or warranty regarding Third Party Software except that Rackspace has the right to use or provide the Third Party Software and that we are in material compliance with the applicable license.

5.5 Customer Provided Licenses. If you use any non-Rackspace provided software on your Customer Configuration you represent and warrant to Rackspace that you have the legal right to use the software. If Rackspace has agreed to install, patch or otherwise manage software in reliance on your license with a vendor then you represent and warrant that you have a written license agreement with the vendor that permits Rackspace to perform these activities. On Rackspace's request you will certify in writing that you are in compliance with the requirements of this paragraph and any other software license restrictions that are part of the Agreement, and will provide evidence of your compliance as we may reasonably request. If you fail to provide the required evidence of licensing to Rackspace, and continue to use the software, we may: (i) charge you 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 infringes the intellectual property rights 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 Deliverable such that they do not infringe, then Rackspace may terminate the Service Order on ninety days' notice and will not have any liability on account of such termination except to refund amounts paid for unused Services (prorated as to portions of Deliverables deemed infringing).

6 FEES
6.1 Fees. Fees are due within thirty days from the invoice date. If you have arranged for payment by credit card or ACH, Rackspace may charge your card or account on or after the invoice date. If your undisputed payment is fifteen days or more late Rackspace may suspend the Services and any other services you receive from Rackspace on written notice. Rackspace shall undertake collection efforts prior to suspension. Invoices that are not disputed within one hundred and twenty days of the invoice date are conclusively deemed accurate. Fees must be paid in the currency identified on the Service Order. Fees shall be paid 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 you for any cost or expense arising out of our collection efforts.

6.2 Fee Increases. Unless stated to the contrary in this Agreement, Rackspace may increase the fees on ninety days advance written notice following the expiration of the initial term or any Renewal Term of a Service Order (including during any Auto-Renewal Term). If at any time a third party license provider directly or indirectly increases the fee they charge Rackspace for your use of Third Party Software, Rackspace may increase your fees by the same percentage amount on ninety days advance written notice ("**Third Party Fee Increases**"). If you continue to use any Services following termination of the Agreement or Service Order, you 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 any value added, goods and services, sales, use, property, excise and like taxes, import duties and/or applicable levies (collectively, "**Tax**"). You must pay Rackspace the Tax that is due or provide Rackspace with satisfactory evidence of your exemption from the Tax in advance of invoicing.

You must 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 withholding (or similar) taxes imposed on income that may be attributable to Rackspace in connection with its provision of the Services that you are legally required to withhold and remit to the applicable governmental or taxing authority ("**Local Withholding Taxes**"). You agree to timely provide Rackspace with accurate factual information and documentation of your payment of any such Local Withholding Taxes. Rackspace shall remit such cost to you in the form of a credit on your 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 your premises you agree to reimburse Rackspace for the actual substantiated out-of-pocket expenses of its Representatives.

7 DISCLAIMERS
7.1 We make no commitment to provide any services other than the Services stated in the Service Order. Rackspace is not responsible to you or any third party for unauthorized access to your 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 (Security). Rackspace disclaims all responsibility for any situation where the security, availability or stability of the Services is compromised by (i) actions of the Customer or any end user; (ii) software provided by the Customer; or (iii) any actions taken by Rackspace which are requested by the Customer and not based on the advice or recommendation of Rackspace.

7.2 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 Rackspace makes no representation or warranty whatsoever regarding Open Source Software or with regard to any third party products or services which we may recommend for your consideration.

8 TERM AND TERMINATION
8.1 Term. This GSA shall continue until terminated in accordance with its terms or the termination of the final Service Order, whichever is the later. Unless otherwise stated in the Agreement, or where the parties enter into a renewal agreement for a fixed term extension of the Service Order term ("**Renewal Term**"), Service Orders for Recurring Services shall automatically renew following the initial term for consecutive rolling ninety day auto-renewal terms (each, an "**Auto Renewal Term**") unless either party provides the other with written notice of non-renewal at least ninety 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 ninety 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. Either party may terminate the Agreement 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 thirty days of the non-breaching party's written notice describing the breach.

8.3.1 If following suspension of your Services for non-payment your payment of any invoiced undisputed amount remains overdue for a further ten days, we may terminate the Agreement or the applicable Service Order(s) for breach on written notice.

8.3.2 Either of us may terminate this GSA and the Service Order(s) on written notice if the other 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. 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 GSA in accordance with this Section.

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 this Agreement, or as required by law, and will 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 GSA; (ii) as required by law; or (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.

10 LIMITATIONS ON DAMAGES
10.1 Direct Damages. Notwithstanding anything in the Agreement to the contrary, except for liability arising from: (i) death or personal injury caused by negligence, (ii) willful misconduct, (iii) fraudulent misrepresentation or (iv) any other loss or damages for which such limitation is expressly prohibited by applicable law, 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 <u>the greater of</u> (i) an amount equal to six (6) times the fees payable by the Customer for the Services that are the subject of the claim in the first month in which fees are charged under this Agreement; or (ii) total amount paid for the Services that are the subject of the claim in the twelve months immediately preceding the event(s) that gave rise to the claim.

10.2 Indirect Damages. Neither party (nor any of our Representatives) is liable to the other for any indirect, special, incidental, exemplary or consequential loss or damages of any kind. Neither of us 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 of us 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 SLA Credits. The credits stated in any applicable SLA's are your sole and exclusive remedy for Rackspace's failure to meet those guarantees for which credits are provided. The maximum total credit(s) for failures to meet any applicable SLA's for any calendar month shall not exceed one hundred percent of the then current monthly recurring fee for the Services. Credits that would be available but for this limitation will not be carried forward to future months. You are not entitled to a credit if you are in breach of the Agreement at the time of the occurrence of the event giving rise to the

credit until you have remedied the breach. No credit will be due if the credit would not have accrued but for your action or omission.

11 INDEMNIFICATION

11.1 If we, our Affiliates, or any of our or their Representatives (the "**Indemnitees**" or "Indemnified Parties") is faced with a legal claim by a third party arising out of your actual or alleged: willful misconduct, breach of applicable law, failure to meet the security obligations required by the Agreement, breach of your agreement with your customers or end users, breach by you of your TPS Agreement, any claim related to an assertion of transfer of an employment relationship to Rackspace, violation of the AUP, or your breach of Section 5 (Intellectual Property) then you will hold Rackspace harmless and pay the cost of defending the claim (including reasonable legal fees) and any damages award, fine or other penalty that is imposed on the Indemnitees as a result of the claim. Your obligations under this Section include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Customer Configuration, and any person who gains access to the Customer Configuration as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you.

11.2 We will choose legal counsel to defend the claim, provided that the choice is reasonable and is communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defense of the claim. We may not settle the claim without your consent, which may not be unreasonably withheld, delayed or conditioned. You must pay costs and expenses due under this Section as we incur them.

12 NOTICES. Your routine communications to Rackspace regarding the Services should be sent to your account team using the customer portal. To give a notice regarding termination of the Agreement for breach, indemnification, or other legal matter, you must send it by electronic mail and first-class post 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 will be posted on the customer portal or sent by email or post to the individual(s) you designate as your contact(s) on your 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 must be given in the English language.

13 PUBLICITY, USE OF MARKS. Unless otherwise agreed in the Service Order, 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. Customer acknowledges and agrees that Rackspace Affiliates and subcontractors may be based outside of the geographic jurisdiction in which Customer has chosen to store Customer Data and if legally required the parties will enter into good faith negotiations of such agreements as are necessary in order to legitimize the transfer of Customer Data.

15 FORCE MAJEURE. Neither party will be in violation of the Agreement (excluding the Customer's payment obligations) if the failure to perform the obligation is due to an event beyond its control, such as significant failure of a part of the power grid, failure of the Internet, natural disaster or weather event, war, riot, insurrection, epidemic, strikes or labor action, terrorism, or other events beyond such party's reasonable control.

16 GOVERNING LAW
16.1 If you are contracting with (i) Rackspace US, Inc. or Datapipe, Inc. or Datapipe Government Solutions, Inc., or (ii) Rackspace International GmbH and your primary address is in the United States, Latin America (including the Caribbean) or Canada, then the Agreement is governed by the laws of the State of Texas, USA, exclusive of any choice of law principle that would require the application of the law of a different jurisdiction, and the laws of the United States of America including the Federal Arbitration Act, 9 U.S.C. §1, *et seq.* Any dispute or claim relating to or arising out of this 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 Arbitration Rules of the American Arbitration Association ("**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 this Agreement, or to enforce an arbitration award. Neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder 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, 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 herein have been exercised or waived, the parties shall have no further right to challenge the award.

16.2 If you are contracting with Rackspace International GmbH and your primary address is in Australia, or if you are contracting with Rackspace Hosting Australia PTY LTD, then the Agreement is governed by the law of New South Wales, Australia and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales, Australia.

16.3 If you are contracting with Rackspace International GmbH and your primary address is in Hong Kong, or if you are contracting with Rackspace Asia Limited or Datapipe Asia Limited, then the Agreement is governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong.

16.4 If you are contracting with Datapipe Singapore Pte. Ltd. then the Agreement is governed by the laws of the Singapore and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of Singapore.

16.5 If you are contracting with Rackspace International GmbH and Sections 16.1 to 16.3 are not applicable to you, or if you are contracting with Rackspace Limited or Datapipe Europe Limited, then the Agreement is governed by English law and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of England and Wales.

16.6 Notwithstanding any exclusive jurisdiction provision above, you agree that Rackspace may seek to enforce any judgment anywhere in the world where you may have assets. No claim may be brought as a class or collective action, nor may you assert such a claim as a member of a class or collective action that is brought by another claimant. Each of us agrees that we will 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.

16.7 The prevailing party in any action or proceeding relating to this 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 we may revise those terms from time to time (including this GSA). Such revisions will be effective and supersede and form part of the Agreement as of the time (i) you enter into a new Service Order referencing the terms subject to the revisions or (ii) a Service Order automatically renews pursuant to the Agreement in which case you acknowledge that you have reviewed and accept 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 will govern in the following order: the Service Order, the Product Terms, and this GSA. The headings or captions in the Agreement are for convenience only. If over time you enter 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) will 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 each of us. The pre-printed terms of your purchase order or other business form or terms that you provide shall be void and of no effect.

17.3 If any part of the Agreement is found unenforceable, the rest of the Agreement will 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. 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. The use of the word "including" means "including without limitation". Other than Representatives for the purposes of Sections 7, 10, & 11 or as otherwise specifically designated "Third Party Beneficiary" there are no third party beneficiaries to the Agreement.

17.4 The following provisions shall survive expiration or termination of this GSA: Intellectual Property, Confidential Information, Indemnification, Limitation on Damages, Governing Law,

Notices, Miscellaneous, all terms of the Agreement requiring you to pay any fees for Services provided prior to the time of expiration or termination, or requiring you 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.