

NOTICE
CONCERNING CONFIDENTIALITY OF THE REQUESTED RACKSPACE
AUDIT OR SECURITY REPORT

Rackspace US, Inc.

You have requested to receive a copy of an audit or security report covering Rackspace's operations.

Audit and security reports are Rackspace's confidential information. Rackspace is willing to provide a copy to you subject to your agreement to the terms and conditions of the non-disclosure agreement set forth below. Please read them carefully.

By clicking on the "I ACCEPT" button below, you signify that you agree to be bound by these terms and conditions. Such acceptance and agreement shall be as effective as your written signature.

Non-Disclosure Agreement
(SOC, ISO and Other Audit Reports to Non- Customers)

The person ("**Recipient**") receiving Confidential Information of Rackspace US, Inc. d/b/a Rackspace Hosting ("**Rackspace**") agrees as follows:

1. Confidential Information. The term "**Confidential Information**" shall mean all audit or security reports covering Rackspace's operations. It includes any report prepared by an independent auditor of its examination of Rackspace in accordance with the American Institute of Certified Public Accountants'

("AICPA"), the International Auditing and Assurance Standards Board ("IAASB"), and the International Organization for Standardization ("ISO"). Examples of reports which are Confidential Information of Rackspace are the Service Organization Control ("SOC") and ISO/IEC 27001:2005 Information Security Management System ("ISO 27001").

2. SOC and ISO 27001 Report Acknowledgment. This section applies only to a Recipient receiving a SOC or ISO Report who is not at this time a 'user organization'. The term 'user organization' means a Rackspace customer or its auditor or a customer of a Rackspace customer and its auditor.

- a) Recipient understands that an independent auditor ("**Auditor**") was engaged by Rackspace to perform a SOC or ISO service auditor's examination for Rackspace (the "**Services**"). Recipient has requested that Rackspace deliver to it a copy of the Auditor's report (including any portion, abstract and/or summary thereof, (the "**Report**") prepared by Auditor in connection with the Services.
- b) Recipient understands that the Services were undertaken, and the Report was prepared solely for the information and use of Rackspace, its user organizations (and their auditors) and was not intended for use by its prospective user organizations. Auditor has made no representation or warranty to Recipient as to the sufficiency of the Services, or otherwise with respect to the Report. Had Auditor been engaged to perform additional

services or procedures, other matters might have come to Auditor's attention that would have been addressed in the Report.

- c) The Services did not constitute an audit review or examination of financial statements in accordance with generally accepted auditing standards of the American Institute of Certified Public Accountants or the standards of the Public Company Accounting Oversight Board or an examination of prospective financial statements in accordance with applicable professional standards, or a review to detect fraud or illegal acts. The Services did not include any procedures to test compliance with the laws or regulations or any jurisdiction.
- d) Recipient further acknowledges and agrees that Recipient does not acquire any rights against Auditor, any other member firm of Auditor's global network, or any of its respective affiliates, partners, agents, representatives or employees (collectively, the "**Auditor Parties**"), and Auditor assumes no duty or liability to Recipient in connection with the Services or the Report. Recipient hereby releases each of the Auditor Parties from any and all claims or causes of action that Recipient has, or hereafter may or shall have, against Auditor in connection with the Report or Auditor's performance of the Services. Recipient may not rely on the Report, and will not contend that any provisions of United States or state securities laws could invalidate or avoid any provision of this non-disclosure agreement.
- e) In addition, except where compelled by legal process (of which Recipient shall promptly inform Auditor and tender to Auditor, if Auditor so elects, the defense thereof), Recipient agrees that it will not disclose, orally or in writing, any Report, or make any reference to Auditor in connection therewith, in any public document or to any third party.
- f) It is agreed and understood that Auditor shall be a third party beneficiary to this non-disclosure agreement.

3. Use. Recipient may use the Confidential Information for a period of one (1) year from disclosure, and only for the purpose of evaluating Rackspace's operations for compliance with Recipient's security, regulatory and other business policies. This non-disclosure agreement does not create or imply an agreement to complete any transaction or an assignment by Rackspace of any rights in its intellectual property.

4. Disclosure.

- a) Except as provided below, Recipient shall not disclose the Confidential Information to any third party other than Recipient's employees, agents and representatives, who need to know the information to evaluate operations for compliance with Recipient's security, regulatory and other business policies, and provided such third parties are bound by confidentiality restrictions at least as stringent as those stated in this non-disclosure agreement. Recipient's obligations of confidentiality and non-disclosure shall survive the expiration or termination of this non-disclosure agreement.
- b) Recipient may disclose the Confidential Information as required by law in the reasonable opinion of Recipient's counsel, including in response to legal process compelling such

disclosure, provided that Recipient shall provide advance written notice of disclosure of at least fifteen (15) days unless: (i)

Recipient is legally compelled to make such disclosure on fewer than twenty (20) days from its receipt of the request, in which case Recipient shall give Rackspace as much notice as is reasonably practicable under the circumstances, or (ii) notice is prohibited by law. Recipient shall limit disclosure under this paragraph to that Confidential Information which is legally required to be provided in the reasonable opinion of Recipient's counsel. At Rackspace's request and expense, Recipient shall cooperate with Rackspace's reasonable efforts to avoid or limit disclosure.

5. Return. Subject to state and federal document retention regulations governing Recipient, Recipient agrees to return or destroy the Confidential Information on demand, and to certify in writing, if requested, that the Confidential Information has been fully returned or destroyed.

6. Governing Law/Disputes. This non-disclosure agreement shall be governed by the laws of the state of Texas. Recipient acknowledges that injunctive relief prohibiting disclosure is an appropriate remedy under this non-disclosure agreement. Notwithstanding anything herein to the contrary, and except in the cases of fraud or willful misconduct, neither party shall be liable for any consequential, punitive, incidental, indirect, exemplary, or special damages arising out of activities related to this agreement.

7. Inadvertent Disclosure. Recipient agrees to promptly notify Rackspace in the event there is a disclosure of the Confidential Information other than as authorized by this non-disclosure agreement, either intentionally or inadvertently, and to assist Rackspace in recovering any such Confidential Information and/or mitigating harm to Rackspace resulting from such unauthorized disclosure.

8. Notices. Notices to Rackspace shall be given in writing by electronic mail, return receipt requested, confirmed by facsimile or first class United States mail, to the address below. Notice shall be deemed given, received and effective at the time sent, provided that if such time is not on a weekday between the hours of 8:00 am and 5:00 pm Central Time, notice shall be deemed given, received and effective as of the time that the foregoing business hours next begin.

9. Final Agreement. This non-disclosure agreement is the final and complete agreement regarding its subject matter and supersedes and replaces any prior or contemporaneous communication, understanding or agreement, whether written or verbal.

Notices for Rackspace:

Rackspace US, Inc.
5000 Walzem
San Antonio, Texas 78218
Attention: General Counsel
Phone (210) 312-4000
Fax: (210) 312-4848
Email: legalnotice@rackspace.com

Select "**Yes**" in the pop-up to accept the NDA

Select "**No**" in the pop-up to exit

