



RACKSPACE GOVERNMENT CLOUD SECURE CONFIGURATION BASELINE PRODUCT TERMS

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Product Terms shall apply when Customer purchases ("**Secure Baseline Services**").

1. ADDITIONAL DEFINED TERMS.

"AMI Image" means a Secure Machine Image delivered for deployment to Customer's AWS Services, using the Amazon Machine Image functionality of AWS Services.

"AWS Services" means the web services made available by AWS subject to a separate agreement between AWS and Customer.

"Business Hours" means, for the sake of these Product Terms, 9:00 AM to 5:00 PM Eastern Standard Time, Monday through Friday, on Business Days.

"Secure Machine Image" means a specific machine image, providing the Software designed to launch a Supported Operating System instance, which has been hardened by Rackspace against the Compliance Baseline.

"Compliance Baseline" means the defined set of security controls as specified in the Service Order, which at a minimum shall implement a subset of the Defense Information Systems Agency (DISA) Security Technical Implementation Guide (STIG) controls.

"Software" means the computer software identified in the Service Order; together with any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the Software that Rackspace may provide under the Agreement.

"Supported Operating System" means a server operating system supported by both the operating system manufacturer and by Rackspace.

2. SECURE BASELINE SERVICES.

2.1. Rackspace shall provide a Secure Machine Image to Customer on a monthly basis, for deployment to the Customer Configuration and use by Customer during the term of this Agreement. AMI Images may only be used on AWS Services.

2.2. Rackspace shall scan its own version of the then current Secure Machine Image for compliance with the Compliance Baseline on a monthly basis, and shall provide availability of the raw unmodified compliance scan results to Customers as a monthly report.

2.3. Customer may access Rackspace support Services for troubleshooting Customer issues encountered in running the Secure Machine Image, and accessing the monthly report, by email to rgc-scb-support@rackspace.com.

3. FEES.

Fees for the Secure Machine Image shall be chargeable to Customer based on usage (hourly, monthly or yearly) as set out in the Service Order. Customer shall provide any information reasonably requested by Rackspace to verify usage.

4. WARRANTY DISCLAIMER.

Customer acknowledges and accepts that compliance with specific compliance requirements is not guaranteed by use of the Services. The Services shall not be used as a replacement for a Customer information system risk management program, which remains the sole responsibility of Customer. The Services are intended to be a component of a Customer managed and executed compliance program, and not a complete compliance solution. As such, Rackspace takes no responsibility for, and does not guarantee, any risk or compliance capabilities as a result of Customer's use of the Services. Customer shall remain solely responsible for: (i) evaluating the risks and benefits of the Secure Machine Image relative to Customer's particular legal and compliance requirements; (ii) Customer's own compliance (including to any Compliance Baseline); and (iii) ensuring adequate protection for and security of the Customer Configuration and Customer Data (including any additional hardening and maintenance of the Secure Machine Image).

5. TERM.

The Initial Term of the Services shall be as defined in, and commence upon Customer's acceptance of, the applicable Service Order. Upon expiration of the Initial Term, the Services shall renew for consecutive terms of equal length to the Initial 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. Upon termination, Customer shall immediately cease all use of the Secure Machine Images.