

Rackspace Proprietary Form

Unilateral Non-Disclosure Agreement

Recipient Information:

Recipient (Company)

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Name: _____

Email Address: _____

**Name of Rackspace
Employee Working With
Recipient:** _____

Rackspace US, Inc. d/b/a Rackspace Hosting (“**Rackspace**”) and the undersigned identified above (“**Recipient**”) agree as follows:

1. Confidential Information. The term “**Confidential Information**” shall mean all information disclosed to Recipient by Rackspace, whether before or after the execution of this Agreement, and whether in oral, paper, magnetic, electronic, photographic or any other form, that Recipient should reasonably understand to be confidential, including, without limitation, (i) Rackspace’s unpublished prices for services, audit and security reports, server configuration designs, trade secrets, financial information, financial statements, data center designs (including non-graphic information Recipient may observe on a tour of a Rackspace data center) and other proprietary information and technology; (ii) information marked or verbally designated as “Confidential” or with like notice; (iii) materials and information that are developed by Recipient to the extent that they incorporate Rackspace’s Confidential Information and (v) customer account information; (vi) names of employees; and (vii) employee information. Confidential Information shall not include information that is or becomes generally available to the public other than through breach of this Agreement, information known to Recipient prior to Rackspace’s disclosure, information disclosed to Recipient by another person (provided that such information is, to Recipient’s knowledge, rightfully disclosed), and information developed by Recipient without reference to the Rackspace Confidential Information as shown by Recipient’s contemporaneous written business records.

2. Use. Recipient shall not use Rackspace’s Confidential Information other than for the purpose of evaluating a business relationship with Rackspace, or completing a transaction or agreement if one is entered into.

3. Disclaimers. Nothing herein imposes an obligation on Rackspace to enter into a business relationship or purchase goods and/or services from Recipient. Rackspace makes no warranty or representation whatsoever regarding the accuracy or completeness of the Confidential Information. Recipient does not acquire any patent, copyright, mask work, or trademark rights or licenses under this Agreement.

4. Disclosure.

(a) Recipient shall use reasonable care to protect Rackspace’s Confidential Information. Except as provided below, for a period of five (5) years from disclosure, Recipient shall not disclose Rackspace’s Confidential Information to any third party other than Recipient’s employees, service providers, agents and representatives, who need to know the information to evaluate a potential business relationship between Rackspace and Recipient, and provided such third parties are bound by confidentiality restrictions at least as stringent as those stated in herein.

(b) Recipient may disclose Rackspace’s 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 Rackspace with prompt 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.

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5. Securities Laws. Recipient acknowledges that Rackspace is a publicly held company, and that the United States securities laws prohibit any person who has material, non-public information about a public company from purchasing or selling securities of that company, or from communicating that information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase and sell those securities. Recipient agrees that it will not use, or cause any third party to use, any Confidential Information, or other material non-public information regarding Rackspace in violation of the U.S. securities laws.

7. Return. Recipient will return or destroy Rackspace's Confidential Information on demand, and will certify in writing, if requested, that the Confidential Information has been fully returned or destroyed.

8. Governing Law/Disputes. This 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 Agreement.

9. Inadvertent Disclosure. Recipient agrees to promptly notify Rackspace in the event there is a disclosure of Rackspace's Confidential Information other than as authorized by this 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.

10. Notices. Notices under this Agreement shall be given in writing by electronic mail, return receipt requested, confirmed by facsimile or first class United States mail, to the address for the party appearing below its signature. Notice shall be deemed given, received and effective at the time sent, provided that if such time is not during normal business hours for the receiving party, notice shall be deemed given, received and effective as of the time that the receiving party's business hours next begin.

11. Notice of Changes to Document. Recipient represents that it has not made any change to the signed Agreement that it has not brought to the attention of Rackspace via a redlined document, e-mail correspondence or other means reasonably calculated to put Rackspace on notice of the change.

12. Final Agreement. This Agreement represents the final and complete agreement between the parties regarding its subject matter and supersedes and replaces any prior or contemporaneous communication, understanding or agreement, whether written or verbal.

RACKSPACE US, INC.

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Notices for Rackspace:

Rackspace US, Inc.
5000 Walzem Road
San Antonio, Texas 78218
Attention: General Counsel
MAIL STOP US109-2301
Fax: (210) 312-4848
Phone (210) 312-4000
Email: legalnotice@rackspace.com

RECIPIENT

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Notices for Recipient (if different than above):

Address: _____

Attention: _____
Fax: _____
Phone: _____
Email: _____

Please return this Rackspace Unilateral NDA by fax or email as follows:

Rackspace US, Inc.
Fax: (210) 312-4848
Attn: Legal Department
Email: legal@lists.rackspace.com