

**Unilateral Non-Disclosure Agreement  
(Rackspace US Site Visits Only)**

**(Racker Instructions: Use this NDA for visits by a non-customer to a Rackspace US facility. Do not use with Rackspace customers, vendors, or suppliers or for disclosure of the Type II SOC Report. Do not use for visits to Rackspace's international facilities. Before sending this NDA form to the visitor company for completion and signature, add your name, the customer name for whom the visit is made (if applicable) and the name of the facility on the lines below.)**

Racker Name and Email: \_\_\_\_\_

Name of Customer for Whom the Visit is Made (if applicable): \_\_\_\_\_

Name of Rackspace Facility or Facilities to Be Visited: \_\_\_\_\_

**To Be Completed by the Visitor Company:**

Describe the purpose of the visit: \_\_\_\_\_

Visitor Company Name (full legal name): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Identification of Visitor Company Employees who will visit:

<u>Name</u>	<u>Email Address</u>	<u>Telephone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Visitor Company identified above ('**Recipient**') has requested that one or more of its employees also identified above ('**Recipient Employees**') be permitted to visit one or more Rackspace US facilities (collectively, '**Facility**'). Recipient acknowledges that during the Facility visit, Recipient Employees will obtain information that is confidential and/or proprietary to Rackspace. Rackspace US, Inc. ('**Rackspace**') hereby consents to the visit by Recipient Employees provided that Recipient agrees to the terms below.

**1. Confidential Information.** The term "**Confidential Information**" shall mean all information disclosed to Recipient Employees by Rackspace, whether in oral, paper, magnetic, electronic, graphic, non-graphic or any other form that (i) should reasonably be understood to be confidential, including without limitation, address and location information about the Facility, maps, depictions, drawings, features, designs, processes, security controls, names and information about Rackspace employees, prices for services, audit reports, equipment configurations, designs, information and technology (including non-graphic information Recipient Employees observe during the Facility visit); (ii) information marked or verbally designated as "Confidential" or with like notice; and (iii) materials and information developed by Recipient to the extent that they incorporate Rackspace's Confidential 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 disclosure by Rackspace; 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 Rackspace's Confidential Information as shown by Recipient's contemporaneous written business records.

**2. Use.** Recipient shall not use Rackspace's Confidential Information other than in connection with the purpose specified above.

**3. Representations.** Recipient warrants and represents to Rackspace that the Recipient Employees (i) are employees of Recipient, and not independent contractors or consultants; and (ii) will comply with Rackspace's security processes and procedures

communicated to Recipient prior to or during the Facility visit. Recipient understands and acknowledges that Recipient Employees will not be given access to secure areas of any Rackspace facility, including without limitation the production floor of any data center.

**4. Disclaimers.** Nothing herein imposes an obligation on Rackspace to enter into a business relationship; to purchase goods and/or services from Recipient; or to provide any information to 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.

**5. Disclosure.**

(a) Recipient shall use reasonable care to protect Rackspace's Confidential Information. For a period of five (5) years from disclosure, Recipient shall not disclose Rackspace's Confidential Information, except to Rackspace's customer named above and except as provided in (b) below.

(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.

**6. 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 is an appropriate remedy for Rackspace under this agreement, and that if a bond is required, \$500 is a reasonable amount.

**9. Inadvertent Disclosure.** Recipient agrees to promptly notify Rackspace in the event that Recipient becomes aware that 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.

**10. Notices.** Notices under this agreement shall be given in writing by electronic mail, confirmed by facsimile or first class United States mail, to the party's address given herein. 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 for the Facility visit. Agreed and Accepted.

**RACKSPACE US, INC.**

**RECIPIENT**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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](mailto:legalnotice@rackspace.com)

**Notices for Recipient (if different than above):**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Instruction to Recipient:**

**Attach a legible copy of the Unilateral NDA signed by you to an email addressed to [legalnotice@rackspace.com](mailto:legalnotice@rackspace.com) with a copy to the Racker named above. The subject line of the email should read: Request for Countersignature of Unilateral NDA for Rackspace Facility Visit Scheduled for [add date of visit].**