Rackspace Hosting Services Agreement Instructions

This Hosting Services Agreement is valid only if accepted before 22 January 2014. Other than completion of the customer contact, billing, and signatory information sections, changes may not be made to the Hosting Services Agreement. Unauthorized changes are not legally binding on Rackspace. Should you have any questions or concerns about the contents, please contact your sales representative.

INSTRUCTIONS

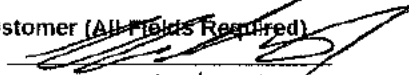| Hosting Service Agreement	
Agreement	This section specifies the terms and conditions which constitute the complete agreement between your company and Rackspace for the Hosting Services selected by you. Checked boxes indicate additional terms and conditions which are binding on your company.
Acceptance	Complete the contact, billing, and signature information sections, and obtain the signature of an authorized officer of your Company using Rackspace's E-Signature feature. The authorized Customer representative will receive an email with a link to the myRackspace Portal. The Customer will review , accept, and fill out required form. In the Electronic Signature section, an IP capture will display. Upon submittal of electronically signed contract and required form, a confirmation e-mail will be sent to the Customer.
Service Description	
Solution Detail	This section describes the products and services which will comprise your Hosting Services and specifies the pricing for them.
Deployment Commitment	The time period within which Rackspace has committed to deploy the Hosting Services selected.
Bandwidth Overages	Specifies Rackspace's fees for bandwidth overages.
Customer Contact Information	
Account Setup	This section contains information that is used to set up your Company's Account. Legal Name – The full legal name of the company who will be the customer must be provided. Tax ID (EIN) – Provide the Federal tax identification number for the company. Primary Domain – Indicate the primary domain to be hosted at Rackspace. Referred By – Identify any company that referred you to Rackspace.
Authorized Contacts	Rackspace will communicate about the Account only with persons who are authorized contacts. Primary Contact – Identify the person in your Company who will have the authority to give Rackspace instructions from time to time concerning the Account (including making changes to the Hosting Services, Account information, appointing new contacts, and cancellation of the Account). Billing Contact – List the point of contact regarding financial issues. Technical Contact – List the point of contact regarding technical issues. Authorized Signatory – List any additional persons who are authorized to sign documents on behalf of your Company.
Customer Account Information	
Payment Details	Provide banking information if choosing ACH payment option. **Please note that the person authorizing payment by ACH must be the same as the person e-signing.** For information on making credit card payments, please contact your sales representative.
Cancellation	Your Company may cancel the Account for convenience with prior notice via ticket and by e-mailing legalnotice@rackspace.com. Notice under the Intensive Terms is 90 days. Notice under the Managed Terms is 30 days. An early termination fee is payable if cancellation occurs during a term of months.

Hosting Service Agreement

This Hosting Services Agreement (this "**Agreement**") is between Rackspace US, Inc ("**we**" or "**Rackspace**") and the customer who signs below ("**you**" or "**Customer**"). Each of the following documents is hereby incorporated by reference in this Agreement:

i. Service Description attached.

ii. Rackspace's General Terms and Conditions found at http://www.rackspace.com/information/legal/generalterms.php as of the date of your signature below, including any addenda referenced therein (the "General Terms and Conditions").

iii. Rackspace's product specific terms as selected below and found at the link indicated as of the date of your signature below, including any addenda referenced therein (the "Product Terms and Conditions"):

☑ Managed Hosting Terms found at http://www.rackspace.com/information/legal/managedterms.php

☐ Managed Hosting Terms (Intensive) found at http://www.rackspace.com/information/legal/intensiveterms.php

☐ Mail Hosting Terms at http://www.rackspace.com/information/legal/mailterms.php

☐ Managed Colocation Terms at http://www.rackspace.com/information/legal/managedcoloterms.php

iv. Rackspace's Acceptable Use Policy found at http://www.rackspace.com/information/legal/aup.php as of the date of your signature below (the "Acceptable Use Policy").

The individual signing represents to Rackspace that he or she is authorized to sign on behalf of Customer. Customer accepts the terms of the Service Description, the General Terms and Conditions, the Product Terms and Conditions, the Acceptable Use Policy, the Country Specific Terms (if any), and any other document or terms referenced above (collectively, the "Hosting Services Agreement").Capitalized terms used and not otherwise defined in the documents shall have the meaning given to them in the General Terms and Conditions . The Agreement constitutes the complete and exclusive agreement between the parties regarding the subject matter and supersedes and replaces any prior understanding or communication, written or oral.

Accepted by Customer (All Fields Required)	Accepted by Rackspace US, Inc
Signature:	Signature:
Printed Name: _NICHOLAS LIGUORI_	Printed Name:
Job Title: _CHIEF OPERATING OFFICER_	Job Title:
Company: _HEALTH REPUBLIC INS OF NY_	Date:
Date: _12/24/13_	

For: Health Republic Insurance of NY, #1920792
NON STANDARD CONTRACT #3140742
Pricing and Terms Valid Until 22 January 2014

Services Description

Current Customer Information:

Company Name:	**Health Republic Insurance of NY**
Data Center:	**Ashburn3 (IAD3)**
Service Level:	**Managed**
Term:	**12 months**

Solution Detail:

Included Services & Support

Data Center: Ashburn3 (IAD3)

Managed Windows Support Segment

Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	$0.00 USD	$0.00 USD	Included	Included

- 24x7x365 Fanatical Support™
- 1 Hour Hardware Replacement Guarantee
- The Rackspace Zero-Downtime Network™
- Dedicated Account Management and Business Development Team
- Rackwatch Port Monitoring Service
- Included Access to My.Rackspace Portal (Ticket Manager, DNS Manager, Bandwidth and Backup Reports, Doc Center, Knowledgebase, Billing Options)
- Automated Server Patching via Microsoft Automatic Update

Advanced Availability Monitoring

Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	$0.00 USD	$0.00 USD	$0.00 USD	$0.00 USD

- 1 Monitor
- Choice of URL, FTP or Mail Service Monitoring
- 10 Minute Polling
- Automatic Alert Escalation

Rackwatch Platinum Port Monitoring

Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	$0.00 USD	$0.00 USD	$0.00 USD	$0.00 USD

- Ping and TCP Port 80
- Choice of 6 Additional Ports to be Monitored (eg. FTP, SSH, DNS, POP3, MS SQL)
- 5 Minute Polling
- Automated Ticket Creation and Response in Accordance with Support Policy

Included Bandwidth - Monthly Data Transfer

Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
2000	$0.00 USD	$0.00 USD	Included	Included

- Metered Outbound Transfer
- Unlimited Inbound Transfer
- Quantity is in GB

Unmetered MBU Terms

Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	$0.00 USD	$0.00 USD	$0.00 USD	$0.00 USD

- Captures up to 1500 GB per 24 hours per server
- Rackspace-managed shared MBU infrastructure
- Flat-rate monthly billing – No overages
- Two (2) free restores per server per month
- Maximum three (3) subclients per server
- Unlimited data exclusions – Backup only what you need
- Fully-managed configuration changes
- Automated and managed backup job failure resolution
- Managed Backup configuration and backup history on MyRackspace
- Dedicated network connection for backups
- Backup and restore times depend on usage of server and network during running process

Networking Hardware & Services

Data Center: Ashburn3 (IAD3)

Cisco ASA 5510 Firewall

Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	$0.00 USD	$0.00 USD	$342.90 USD	$342.90 USD

- 100 Mbps Connectivity
- 300 Mbps Aggregate and 130,000 Concurrent Connections
- Stateful packet inspection
- Fully Managed Device, includes 24x7 Monitoring, Rule Changes and 1 Hour Replacement Guarantee
- Cisco VPN Access - Client to Site: Five (5) included [SKU: 106239]

Cisco VPN Access - Site to Site

Quantity	Setup Per Unit	Total Setup	One Time Per Unit	Total One Time
1	$0.00 USD	$0.00 USD	$65.00 USD	$65.00 USD

- 1 Per Site
- 3DES Encryption
- Fully Managed, Software Updates and Management Included

Cisco VPN Access - Client to Site

Quantity	Setup Per Unit	Total Setup	One Time Per Unit	Total One Time
4	$0.00 USD	$0.00 USD	$20.00 USD	$80.00 USD

- Fully Managed, Software Updates and Management Included
- 3DES Encryption
- Block of 5 Clients

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Dedicated Hardware

Data Center: Ashburn3 (IAD3)

Enhanced Two - Silver

Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	$0.00 USD	$0.00 USD	$1,452.49 USD	$1,452.49 USD

- **Promotion Details:**Special pricing is subject to inventory availability. Please contact your sales representative for details on the date of acceptance to confirm pricing.
- **Operating System:**ESX + Windows Server 2012 Datacenter Edition (Licensed for 2 Processors) [SKU: 106825]
- **Processor:**Dual Processor, Quad Core Intel 2.26GHz (Std.)
- **Memory:**24 GB (Std.)
- **Drive and RAID Configuration:**
  - RAID 1 [SKU: 102000]
  - 600 GB (15K SAS 3.5") - Qty: 2
  - RAID 5 [SKU: 101998]
  - 600 GB (15K SAS 3.5") - Qty: 4
- **Drive Partitioning:**Rackspace Suggested Partitioning
- **Network:**1000 Mbps
- **Backup Agent:**Base Backup Agent [SKU: 103485]
- **Managed Backup:**
  - Unmetered Managed Backup (Requires Unmetered MBU Terms) [SKU: 105753]
  - Weekly Full, Daily Incremental
  - 2 Week On-site Retention (Per GB) [SKU: 105496]
- **Bandwidth:**2000 GB - Excluding SYD2 Datacenter - For Hosted Services in SYD2, please refer to pricing found at http://www.rackspace.com/information/legal/bandwidthpricing [SKU: 105549]
- **Operating System Options:**Standard File System
- **Operating System Add Ons:**No OS Add-Ons

Virtual Machines

Data Center: Ashburn3 (IAD3)

[AD]
Managed Virtualization VM (Windows - Licensed by Host)

Quantity	Setup Per Unit	Total Setup	Utility Per Unit	Total Utility
1	$0.00 USD	$0.00 USD	$164.44 USD	$164.44 USD

- **VM OS lic'd by host:**Windows Server 2012 Standard Edition (Licensed by Host)
- **Licensing:**Licensed by Host [SKU: 104727]
- **Drive Partitioning:**Rackspace Suggested Partitioning
- **Virtual Machine Resource Allocation:**
  - Amount of virtual memory (MB) - Qty: 4096
  - Number of virtual CPUs - Qty: 1
  - Amount of virtual disk space (vDisk1 GB) - Qty: 80
- **VM Backup Agent:**Base Backup Agent
- **Replication Manager Enabled:**No

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[File Server]
Managed Virtualization VM (Windows - Licensed by Host)

Quantity	Setup Per Unit	Total Setup	Utility Per Unit	Total Utility
1	$0.00 USD	$0.00 USD	$164.44 USD	$164.44 USD

- VM OS lic'd by host:Windows Server 2012 Standard Edition (Licensed by Host)
- Licensing:Licensed by Host [SKU: 104727]
- Drive Partitioning:Rackspace Suggested Partitioning
- **Virtual Machine Resource Allocation:**
  - Amount of virtual memory (MB) - Qty: 4096
  - Number of virtual CPUs - Qty: 2
  - Amount of virtual disk space (vDisk1 GB) - Qty: 1000
- **VM Backup Agent:**Base Backup Agent
- **Replication Manager Enabled:**No

[Exchange Server]
Managed Virtualization VM (Windows - Licensed by Host)

Quantity	Setup Per Unit	Total Setup	Utility Per Unit	Total Utility
1	$0.00 USD	$0.00 USD	$172.44 USD	$172.44 USD

- VM OS lic'd by host:Windows Server 2008 R2 Enterprise Edition
- Licensing:Licensed by Host [SKU: 104727]
- Drive Partitioning:Rackspace Suggested Partitioning
- **Virtual Machine Resource Allocation:**
  - Amount of virtual memory (MB) - Qty: 12288
  - Number of virtual CPUs - Qty: 2
  - Amount of virtual disk space (vDisk1 GB) - Qty: 150
- **VM Backup Agent:**Base + Exchange Backup Agent (Windows Only)
- **Replication Manager Enabled:**No

Microsoft Exchange Licensing and Support

Data Center: Ashburn3 (IAD3)

Dedicated Exchange: Licensing

Quantity	Setup Per Unit	Total Setup	Utility Per Unit	Total Utility
60	$0.00 USD	$0.00 USD	$1.10 USD	$66.00 USD

- **Dedicated Exchange:**Microsoft Exchange Server-2010 (Standard)
- **Licensing:**
  - License Only / No Additional Support
  - License Provided Under Terms of Microsoft SPLA
- **Mail Services:**Rackspace will check your mail server(s) once a month to determine the number of mailboxes. If you have added or deleted mailboxes, we will bill you based on the number of Exchange Server mailboxes you have at that time.

Dedicated Exchange: AppRiver Securetide Anti-Virus/Anti-Spam

Quantity	Setup Per Unit	Total Setup	Utility Per Unit	Total Utility
60	$0.00 USD	$0.00 USD	$0.45 USD	$27.00 USD

- Limited Support -- see http://www.rackspace.com/information/legal/exchangesd.php
- Rackspace will check your mail server(s) once a month to determine the number of mailboxes. If you have added or deleted mailboxes, we will bill you based on the number of Exchange Server mailboxes you have at that time at a rate of $0.45 per mailbox.

Dedicated Exchange: ActiveSync Support

Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	$0.00 USD	$0.00 USD	Included	Included

- Included in Microsoft Exchange Enterprise & Standard Editions Provided Under Terms of Microsoft SPLA
- Quantity is number of devices

Dedicated Exchange: SCOM Advanced Exchange Monitoring

Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	$0.00 USD	$0.00 USD	$50.00 USD	$50.00 USD

- Quantity is Number of Mail and Edge Servers
- Microsoft Systems Center Operations Manager (SCOM)

Dedicated Exchange: Support Services

Quantity	Setup Per Unit	Total Setup	Utility Per Unit	Total Utility
250	$0.00 USD	$0.00 USD	$1.00 USD	$250.00 USD

- Limited Support – see http://www.rackspace.com/information/legal/exchangesd.php
- Rackspace will check your mail server(s) once a month. You will be billed based on the number of Exchange Server mailboxes you have at that time, at the Utility Per Unit Rate listed above per mailbox with a minimum charge based on 250 mailboxes
- Exchange Server Installation & Configuration
- Exchange Server Administration
- Exchange Server Troubleshooting, Response, Backup & Restore of Exchange Database
- Exchange Server Architecture Guidance
- SLA Response Time Guarantees: Inapplicable
- Microsoft Exchange 2010 Support

Dedicated Exchange: Email Archiving

Quantity	Setup Per Unit	Total Setup	Utility Per Unit	Total Utility
60	$0.00 USD	$0.00 USD	$3.00 USD	$180.00 USD

- Optional Dedicated Exchange Service
- If you have added or deleted archived mailboxes, we will bill you based on the number of archived mailboxes you have at the time at a rate of $3.00 per mailbox.

Thawte SSL 123 Certificate

Quantity	Setup Per Unit	Total Setup	One Time Per Unit	Total One Time
1	$0.00 USD	$0.00 USD	$149.00 USD	$149.00 USD

- Installed and Fully Supported by Rackspace Technicians
- 128-bit SSL123 Certificate from Thawte, 1-Year Subscription (Up to 256-bit)

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Monthly Recurring (1)	$1,845.39 USD
Monthly Utility Fee (2)	$1,024.32 USD
Total Monthly Invoice (3)	**$2,869.71 USD**
Setup Fee	$0.00 USD
One Time Fee	$294.00 USD
Total One Time/Setup Fee	**$294.00 USD**

Please note that the prices above exclude applicable taxes

1. Your Services Description may comprise several distinct services. Rackspace may raise an invoice for each service separately on the service's online date.
2. Monthly Utility Fee may change based on usage.
3. The amount due under the Total Monthly Invoice may change if your use of bandwidth-based products and services exceeds the subscribed amount.

Bandwidth Overages (US Data Centers)
The bandwidth amounts included in this Service Description constitute aggregate totals of use for the configuration described. This amount is independent of, and not increased directly by, the number of servers or other devices. Rackspace makes no promise that additional servers or devices will include the same amount or any additional amount of bandwidth. If you purchase pre-paid bandwidth in excess of the bandwidth included with your Services, charges for the overages will be billed at the rate of your prepay bandwidth. If you do not purchase pre-paid bandwidth in excess of the bandwidth included with your Services, you will be charged $0.12 USD per GB for Services provided from a US data center.

For Services provided from a non-US data center, please refer to http://www.rackspace.com/information/legal/bandwidthpricing for bandwidth and backup pricing.

Reduced Early Termination Fee

Notwithstanding anything in the Agreement to the contrary, the early termination fee due under Section 9 of the Managed Hosting Terms shall be 50% of the monthly recurring fees for the remaining portion of the then-current term.

Fees - 30 Days

Notwithstanding anything in the Agreement to the contrary, the recurring monthly fee shall be due 30 days from receipt of invoice.

Deployment Schedule

The services described in the Solutions Detail above will be deployed beginning from the time that Rackspace has completed verification and credit check procedures, has received all required information from Customer, and has completed implementation call, as applicable. See Section 2.1 of the Product Terms and Conditions for more detail.

Please note any virtual machines and dedicated servers will be deployed promptly following the completion of the implementation call

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(where applicable), and billing will commence upon completion of their deployment. Storage and other services will be deployed as they are available following the implementation call. If you prefer to have all Services deployed simultaneously, please notify your Account Manager or Implementation Lead. Changes to deployment dates require a modified contract.

The services will be deployed **10** Business Days beginning from the time Rackspace has completed the above procedures, as applicable.

Free Days

Customer will receive **30** days free beginning on the Service Commencement Date for the products and services listed in the Services Description. Free days do not apply to non-recurring fees or utility fees.

For: Health Republic Insurance of NY, #1920792
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Customer Billing Information

*NOTE: Authorized signatures must be the same as signatures found on the Hosting Service Agreement. If the person paying for Rackspace service differs from the person requesting Rackspace service you will be required to provide contact information for the person whose information has been provided for payment reasons and that person will be contacted to verify their willingness to pay.

ACH Authorization

Bank Name:

Trans./Routing #:

City:

State:

Zip Code:

Account Name:

Account Number:

I (we) hereby authorize Rackspace to initiate debit entries to my (our) checking account indicated above and the Bank named above to debit the same to such account. I (we) agree that the debit will take place one day prior to billing date. This authorization shall remain in full force and effect until Rackspace and the Bank have received written notification from me (or either of us) of its termination in such time and in such manner as to afford Rackspace and the Bank a reasonable opportunity to act upon it. I (we) warrant and represent to Rackspace that I (we) have the power and authority to give this authorization.

*Signature:

Date:

Payment Instructions

ACH / Online Bill Pay
    Bank:
    Payee:
    Routing/ABA #:
    Account #:

Wire / Same Day
    Bank:
    Payee:
    Routing/ABA #:
    Account #:

Invoice

Overnight Courier

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GENERAL TERMS AND CONDITIONS

1. THE HOSTING SERVICES AGREEMENT

The Hosting Services Agreement incorporates the following documents by reference: **(i)** the Services Description that describes the Services you are buying and related fees; **(ii)** these General Terms and Conditions containing the general terms and conditions applicable to all Services, **(iii)** the specific Product Terms and Conditions containing the additional terms for the particular Hosting Services you are buying, **(iv)** the Acceptable Use Policy, and **(v)** if your Hosted System will be provided from data centers located both in the United States and one or more non-U.S. jurisdictions, the Country Specific Terms that may be applicable in those jurisdictions. When we use the term "Hosting Services Agreement" or "Agreement" in any of these documents, we are referring collectively to all of them. The Agreement is effective as of the time that you sign the form of Agreement prepared by Rackspace, or accept the Agreement as part of Rackspace's online order process.

2. DEFINED TERMS

Some words used in the Agreement have particular meanings:

"Acceptable Use Policy" or **"AUP"** means the Rackspace Acceptable Use Policy posted at http://www.rackspace.com/information/legal/aup.php as of the date you sign the Agreement.

"Affiliate" means any and all legal entities which now or hereafter the ultimate parent of Rackspace controls. For the purpose of this definition, "control" shall mean an entity, directly or indirectly, holding more than fifty per cent (50%) of the issued share capital, or more than fifty per cent (50%) of the voting power at general meetings, or which has the power to appoint and to dismiss a majority of the directors or otherwise to direct the activities of such legal entity.

"Business Day" or **"Business Hours"** means 8:00 a.m. – 5:00 p.m. Monday through Friday, United States central time, excluding federal public holidays in the United States.

"Confidential Information" means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential including: (i) unpublished prices and other terms of service, audit and security reports, product development plans, nonpublic information of the parties relating to its business activities or financial affairs, data center designs (including non-graphic information you may observe on a tour of a data center), server configuration designs, and other proprietary information or technology, and (ii) information that is marked or otherwise conspicuously designated as confidential. Information that is developed by one of us on our own, without reference to the other's Confidential Information, or that becomes available to one of us other than through violation of the Agreement or applicable law, shall not be "Confidential Information" of the other party. Confidential Information shall not include Customer Data.

"Country Specific Terms" means the addendum or addenda that may be incorporated into your Hosting Services Agreement if a portion of your Services are to be provided from a non-United States jurisdiction for which we have special legal terms.

"Customer Data" means all data, records, files, input materials, reports, forms and other such items that are received, stored, or transmitted using the Hosted System.

"Hosted System" means a combination of hardware, software and networking elements that comprise an information technology system. Depending on the Services you are buying, the

Hosted System may consist of a dedicated system for your use only, or the right to use certain parts of a shared system that Rackspace maintains for many customers, or a combination of some dedicated elements and some shared elements.

"Hosting Services" means: (i) Rackspace's provision for your use of the Hosted System described in the Services Description, and (ii) Support.

"Product Terms and Conditions" means the terms and conditions for the particular Hosting Services you are buying.

"Services Description" means a written description of the Hosted System and/or Supplementary Services you are buying from Rackspace, and related fees, that is incorporated by reference in the Agreement, including any "Plan" or other name given to a Services description that you submit to Rackspace as part of an online order process.

"Service Level Guaranty" or **"Service Level Guaranties"** means a guaranty or guaranties identified as a "Service Level Guaranty" or "Service Level Guaranties" in the applicable Product Terms and Conditions.

"Services" means Hosting Services and Supplementary Services, collectively.

"Supplementary Services" means those services you purchase from Rackspace other than the Hosting Services, such as database administration or "DBA" services, and assistance or support for the application that you operate on your Hosted System.

"Support" has the meaning stated in the applicable Product Terms and Conditions.

"The Fanatical Support Promise®" means the Rackspace commitment stated at http://www.rackspace.com/whyrackspace/support/promise/elements.php.

3. OUR OBLIGATIONS

Rackspace's obligation to begin providing Services is contingent on your satisfaction of Rackspace's credit approval criteria. Rackspace will provide the Hosting Services in accordance with the Service Description, the Service Level Guaranties, and other specifications in this Agreement. Rackspace will perform any Supplementary Services in a good and professional manner. Rackspace will maintain security practices that are at least as stringent as the minimum security practices described at http://www.rackspace.com/information/legal/securitypractices.php, and will provide the specific security services described in your Services Description. Rackspace will perform all Services in accordance with applicable law.

4. YOUR OBLIGATIONS

You must use reasonable security precautions in connection with your use of the Services. You must comply with the laws applicable to your use of the Services and with the Acceptable Use Policy. You must cooperate with Rackspace's reasonable investigation of Service 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 using your *MyRackspace®* portal or via another Rackspace defined process. You must pay when due the fees for the Services stated in the Services Description or other agreement between us.

Customer Data Security: In addition to the foregoing obligations, you acknowledge that you are solely responsible for taking steps to maintain appropriate security, protection and backup of Customer Data. Rackspace's security obligations with respect to Customer Data are limited to those obligations described in Section 3 above. Rackspace makes no other representation regarding the security of Customer Data. Customer is solely responsible for determining the

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suitability of the Services in light of the type of Customer Data used with the Services.

5. PROMISES WE DO NOT MAKE

5.1 We do not promise that the Services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Customer Data, Confidential Information and property.

5.2 We disclaim any and all warranties not expressly stated in the Agreement including the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. You are solely responsible for the suitability of the services chosen, including the suitability as it relates to your Customer Data. Any services that we are not contractually obligated to provide but that we may perform for you at your request and without any additional charge are provided on an AS IS basis.

5.3 We do not promise to backup your data unless you have purchased backup services. If you purchase backup services, we do not promise to retain the data backup for longer than the agreed data retention period.

5.4 We will provide Support only to your administrative or technical contacts listed on your account. We will not provide support directly to your end users unless specifically agreed in writing.

5.5 Certain Rackspace Services are designed to help you comply with various regulatory requirements that may be applicable to you. However, you are responsible for understanding the regulatory requirements applicable to your business and for selecting and using those Services in a manner that complies with the applicable requirements.

6. ACCESS TO YOUR CUSTOMER DATA OR USE OF THE SERVICES

Rackspace is not responsible to you or any third party for unauthorized access to your data or the unauthorized use of the Services unless the unauthorized access or use results from Rackspace's failure to meet its security obligations stated in Section 3 (*Our Obligations*) of these General Terms and Conditions or the Services Description. You are responsible for the use of the Services by any employee of yours, any person you authorize to use the Services, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorized by you.

Rackspace agrees that it will not use or disclose Customer Data. Customer Data is and at all times shall remain the exclusive property of Customer and will remain in the exclusive care, custody, and control of Customer.

7. TAXES ON SERVICES

If Rackspace is required by law to collect taxes on the provision of the Service, you must pay Rackspace the amount of the tax that is due or provide Rackspace with satisfactory evidence of your exemption from the tax. You must provide Rackspace with accurate factual information to help Rackspace determine if any tax is due with respect to the provision of the Services.

8. EXPORT MATTERS

You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom Rackspace is legally prohibited to provide the Services. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country

listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, or as otherwise prohibited by law, nor may you provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations.

9. CHANGES TO THE ACCEPTABLE USE POLICY

9.1 We may change the Acceptable Use Policy to add or modify restrictions on our customers' use of the Services, provided that the changes are reasonable and consistent with hosting industry norms. If we make a change to the AUP we will publish a revised version of the AUP at http://www.rackspace.com/information/legal/aup.php. The revised AUP will become effective as to you on the first to occur of: **(i)** the first day of a renewal term for the Agreement that begins at least thirty (30) days days after the time that the revised AUP has been posted, or **(ii)** your execution of a new or additional agreement for all or part of your Hosted System that incorporates the revised AUP by reference, or **(iii)** thirty (30) days following our written notice to you of the revision to the AUP.

9.2 If your compliance with the revised AUP would adversely affect your use of the Hosting Services, and you give a written notice of your objection no later than thirty (30) days following the date that the revised AUP would otherwise have become effective as to you, we will not enforce the revision as to you until sixty (60) days following the date the revision would otherwise have become effective as to you and you will continue to be subject to the prior version. During the sixty (60) day period, you may elect to terminate the Agreement on these grounds by giving written notice. We will not charge you an early termination fee for a termination on these grounds. If you do not elect to terminate during the sixty (60) day period, then the revised AUP will become effective as to you as of the end of the sixty (60) day period. If you terminate your Services under this Subsection, we may decide to waive that change as to you and keep your Agreement in place for the remainder of the term.

10. SUSPENSION OF SERVICES

We may suspend Services without liability if: (i) we reasonably believe that the Services are being used in violation of the Agreement; (ii) you don't cooperate with our reasonable investigation of any suspected violation of the Agreement; (iii) there is an attack on your Hosted System or your Hosted System is accessed or manipulated by a third party without your consent, (iv) we are required by law, or a regulatory or government body to suspend your Services, or (iv) there is another event for which we reasonably believe that the suspension of Services is necessary to protect the Rackspace network or our other customers. We will give you advance notice of a suspension under this paragraph of at least twelve (12) Business Hours unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Rackspace or its other customers from imminent and significant operational, legal, or security risk. If your Hosted System is compromised, then you must address the vulnerability prior to Rackspace placing the Hosted System back in service or, at your request, we may be able to perform this work for you at our standard hourly rates as a Supplementary Service.

11. TERMINATION FOR BREACH

11.1 You may terminate the Agreement for breach if: **(i)** we materially fail to provide the Services as agreed and do not remedy that failure within ten (10) days of your written notice describing the failure, **(ii)** we fail to meet The Fanatical Support Promise® (subject to the conditions and procedures described at http://www.rackspace.com/whyrackspace/support/promise/remedy.php), or **(iii)** we materially fail to meet any other obligation stated in the Agreement and do not remedy that failure within thirty (30) days of your written notice describing the failure.

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11.2 We may terminate the Agreement for breach if: **(i)** we discover that the information you provided for the purpose of establishing the Services is materially inaccurate or incomplete, **(ii)** the individual signing the Agreement did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the customer, **(iii)** your payment of any invoiced amount is overdue and you do not pay the overdue amount within four (4) Business Days of our written notice, **(iv)** without notice if you have made payment arrangements via credit card or other third party, and the third party refuses to honor our charges, or **(v)** you fail to comply with any other provision of the Agreement and do not remedy the failure within thirty (30) days of our notice to you describing the failure. We may also terminate the Agreement for breach if you violate the AUP more than once even if you cure each violation, or if your agreement for any other Rackspace service is terminated for breach of the acceptable use policy applicable to that service.

11.3 Either of us may terminate the Agreement if the other party becomes insolvent or is unable to pay its debts or enters into or files (or has filed or commenced against it) a petition, arrangement, application, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or any similar laws of the United States or any state of the United States.

12. CONFIDENTIAL INFORMATION

Each of us agrees not to use the other's Confidential Information except in connection with the performance or use of the Services, as applicable, the exercise of our respective legal rights under the Agreement, or as may be required by law. Each of us agrees not to disclose the other's Confidential Information to any third person except as follows:

(i)to each of our respective service providers, agents and representatives, provided that such service providers, agents or representatives agree to confidentiality measures that are at least as stringent as those stated in this General Terms and Conditions;

(ii)to a law enforcement or government agency if requested, or if either of us reasonably believes that the other's conduct may violate applicable criminal law;

(iii)as required by law; or

(iv)in response to a subpoena or other compulsory legal process, provided that each of us agrees to give the other written notice of at least Seven (7) days prior to disclosing Confidential Information under this subsection (or prompt notice in advance of disclosure, if Seven (7) days advance notice is not reasonably feasible), unless the law forbids such notice.

13. LIMITATION ON DAMAGES

13.1 We are not liable to you for failing to provide the Services unless such failure results from a breach of a Service Level Guaranty, or results from our gross negligence, willful misconduct, or intentional breach of the Agreement. The credits stated in the Service Level Guaranty are your sole and exclusive remedy for our failure to meet those guaranties for which credits are provided unless such failure is due to Rackspace's willful misconduct. Termination of the Agreement is your **sole and exclusive** remedy for our failure to meet The Fanatical Support Promise.

13.2 Neither of us (nor any of our employees, agents, affiliates or suppliers) is liable to the other for any lost profits or any other indirect, special, incidental or consequential loss or damages of any kind, or 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.

13.3 We are not liable to you for lost data unless and to the extent you purchase data backup services from Rackspace and we fail to provide the backup services as agreed. If you purchase backup services, you release Rackspace from liability for loss of data to the

14. INDEMNIFICATION

14.1 If we, our affiliates, or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third party arising out of your actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, violation of the AUP, violation of your agreement with your customers or end users, or violation of Section 8 (*Export Matters*) or Section 16 (*Software*) of this General Terms and Conditions , then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this subsection 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 Services, and any person who gains access to the Services 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. You must also pay reasonable attorney fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with us, or any claim by your customer or end user arising from an actual or alleged breach of your obligations to them.

14.2 If you, your affiliates, or any of your or their respective employees, agents, or suppliers, is faced with: (i) a legal claim by a third party arising out of Rackspace's actual or alleged gross negligence, willful misconduct, violation of law, or failure to meet the security obligations required by the Agreement, or (ii) a legal claim by a third party alleging that the Hosting Services infringe on the United States patent or copyright of a third person, then, subject to the limitations stated in Section 13 above, Rackspace will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on you as a result of the claim.

14.3 If either of us receives notice of a claim that is covered by this Section, the notice must be promptly forwarded to the financially responsible party (the "Indemnifying Party"). The Indemnifying party will be allowed to conduct the defense of the matter, provided that it uses due care and diligence, and provided that its decisions regarding the defense of the matter are reasonable and are promptly communicated to the party against whom the claim is made (the "Indemnified Party"). The Indemnifying Party's choice of counsel to defend the claim shall be subject to the approval of the Indemnified Party, not to be unreasonably withheld. The Indemnifying Party may not settle the claim without the consent of the Indemnified Party, not be unreasonably withheld. The Indemnified Party shall provide such information and assistance as the Indemnifying Party may reasonably request, at the expense of the Indemnifying Party. The Indemnified Party may, at its own expense, participate in the defense of the matter with counsel of its choosing.

15. PUBLICITY

You agree that we may publicly disclose that we are providing Services to you and may use your name and logo to identify you as our customer in promotional materials, including press releases. We will not use your name or logo in a manner that suggests an endorsement or affiliation.,

16. SOFTWARE

16.1 **General.** You may not copy any software we provide for your use unless expressly permitted by the Agreement. You may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any software we provide for your use. Unless permitted by the terms of an open source software license, you may not reverse engineer, decompile or disassemble any software we provide for your use except and to the extent that you are expressly permitted by applicable law to do this, and then following at least ten (10) days advance written notice to us. In addition to the terms of our Agreement, your use of any Microsoft® software is governed by: (i) Microsoft's license terms that appear at http://www.rackspace.com/information/legal/microsoftlicenseclient.php, for client or redistributable software, (ii) Microsoft's license terms at

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extent that the data has changed since the time that we were last required by the Agreement to perform a backup.

13.4 Notwithstanding anything in the Agreement to the contrary, except for liability based on willful misconduct or fraudulent misrepresentation, and liability for death or personal injury resulting from Rackspace's negligence, the maximum aggregate monetary liability of Rackspace and any of its employees, agents, suppliers, or affiliates in connection with the Services, the Agreement, and any act or omission related to the Services or Agreement, under any theory of law (including breach of contract, tort, strict liability, violation of law, and infringement) shall not exceed: (i) for Hosting Services an amount that is twelve (12) times one month's recurring fee under the Agreement for the Services that are the subject of the claim as of the time of the occurrence of the events giving rise to the claim, and (ii) for Supplementary Services, fees paid for the Supplementary Services that are the subject of the claim.

www.rackspace.com/information/microsoftlicensemobility.php for use of Microsoft software on the Rackspace Cloud under the license mobility program, and (iii) any use restrictions on your use of the Microsoft software as indicated in your Services Description, such as a limitation on the number of users (a "SAL" license). If you use any non-Rackspace provided software on your Hosted System you represent and warrant to Rackspace that you have the legal right to use the software in that manner. 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.

16.2 Customer Provided Licenses. If Rackspace has agreed to install, patch or otherwise manage software in reliance on your license with a software vendor (rather than Rackspace's license with the software vendor), then you represent and warrant that you have a written license agreement with the vendor that permits Rackspace to perform these activities. You agree that you will provide Rackspace with evidence of licensing as Rackspace may reasonably require prior to the scheduled deployment date, and from time to time as necessary to update the status of the license. If you fail to provide the required evidence of licensing Rackspace may, at its option, either (i) delay the deployment date for the Hosted System that was to include such software until the evidence is provided, (ii) deploy the Hosted System in reliance on Rackspace's licensing agreement with the vendor, and charge you its standard fee for the use of the software until such time as the required evidence is provided, or (iii) suspend or terminate the Agreement. **Please Note:** Your licensed software may not be compatible with Rackspace's standard process for deploying and repairing Hosted Systems. In addition, in order to install the software Rackspace may require you to send the physical or electronic media provided to you by the vendor, both for deployment and again in the event of a failure of your Hosted System. You agree that Rackspace will not be in breach of any Service Level Guaranty or other obligation under this Agreement that would not have occurred but for a delay resulting from our agreement to use your licensed software.

17. RECOMMENDATIONS
Rackspace personnel may from time to time recommend third party software or other products and services for your consideration. RACKSPACE MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING PRODUCTS AND SERVICES THAT ARE NOT PURCHASED FROM RACKSPACE. Your use of any such products and services is governed by the terms of your agreement with the provider of those products and services.

18. WHO MAY USE THE SERVICE
You may permit your subsidiaries and affiliated companies to use the Services if you wish, however you are responsible for the acts or omissions of your permitted users. Rackspace will provide support only to you, not to your customers, subsidiaries or affiliates. There are no third party beneficiaries to the Agreement, meaning that your customers, subsidiaries, affiliates and other third parties do not have any rights against either of us under this Agreement.

19. NO HIGH RISK USE
You may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug and Cosmetic Act.

20. TEST SERVICES
If you use any Services that have been designated as a "Beta" service, limited release, pilot test, or with similar designation, then your use of that Service is subject to the terms at http://www.rackspace.com/information/legal/testterms.php.

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21. SERVICES MANAGEMENT AGENT
You agree that you will not interfere with any services management software agent(s) that Rackspace installs on your Hosted System. Rackspace agrees that its agents will use only a minimal amount of computing resources, and will not interfere with your use of your Hosted System. Rackspace will use the agents to track system information so that it can more efficiently manage various service issues, such as patching exceptions and product life cycles. Rackspace may also use the agents to identify security vulnerabilities. Rackspace will not use the agents to view or capture your content or data. Your Services will become "unsupported" as described in the Product Terms if you disable or interfere with our services management software agent(s). You agree that Rackspace may access your Hosted System to reinstall services management software agents if you disable them or interfere with their performance.

22. NOTICES
Your routine communications regarding the Services, including any notice of non-renewal, should be sent to your Rackspace account team using the *MyRackspace* portal. If you want to give a notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, you should send it by electronic mail and first class United States mail to:

> legalnotice@rackspace.com
> General Counsel
> Rackspace US, Inc.
> 5000 Walzem Drive
> San Antonio, Texas 78218
> MAIL STOP: US109-2301

Rackspace's routine communications regarding the Services and legal notices will be sent to the individual(s) you designate as your contact(s) on your account either by electronic mail (including an electronic mail referring you to a ticket posted on your *MyRackspace* portal), United States mail, or overnight courier, except that Rackspace may give notice of an amendment to the AUP by posting the notice on your *MyRackspace* portal. Notices are deemed received as of the time delivered, or if that time does not fall within a Business Day, as of the beginning of the first Business Day following the time delivered, except that notices of AUP amendments are deemed delivered as of the first time that you log on to your *MyRackspace* portal after the time that the notice is posted. 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.

23. OWNERSHIP OF INTELLECTUAL PROPERTY
Each of us retains all right, title and interest in and to our respective trade secrets, inventions, copyrights and other intellectual property. Any intellectual property developed by Rackspace during the performance of the Services shall belong to Rackspace unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

24. OWNERSHIP OF OTHER PROPERTY
You do not acquire any ownership interest in or right to possess the Hosted System, and you have no right of physical access to the Hosted System. We do not acquire any ownership interest in or right to the information you transmit to or from or store on your Rackspace servers or other devices or media.

25. INTELLECTUAL PROPERTY INFRINGEMENT
If Rackspace or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and Rackspace is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then Rackspace

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may terminate the Services on reasonable notice of at least ninety (90) days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

26. ASSIGNMENT/SUBCONTRACTORS

Neither party may assign the Agreement without the prior written consent of the other party except that Rackspace may assign the Agreement to an Affiliate with sufficient financial standing in order to meet its obligations under this Agreement or as part of a bona fide corporate reorganization or a sale of its business. Rackspace may use third party service providers to perform all or any part of the Services, but Rackspace remains responsible to you under this Agreement for Services performed by its third party service providers to the same extent as if Rackspace performed the Services itself.

27. FORCE MAJEURE

Neither of us will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond our control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

28. GOVERNING LAW, LAWSUITS

The Agreement is governed by the laws of the State of Texas, 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, as applicable. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Each of us agrees that any dispute or claim, including without limitation, statutory, contract or tort claims, relating to or arising out of this Agreement or the alleged breach of this Agreement, shall, upon timely written request of either of us, be submitted to binding arbitration. The party asserting the claim may elect to have the arbitration be in-person, telephonic or decided based on written submissions. The arbitration shall be conducted in the city in which you reside. The arbitration shall proceed in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") in effect at the time the claim or dispute arose. The arbitration shall be conducted by one arbitrator from AAA or a comparable arbitration service, and who is selected pursuant to the applicable rules of the AAA. The arbitrator shall issue a reasoned award with findings of fact and conclusions of law and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either you or we may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement, or to enforce or vacate an arbitration award. We will pay the fee for the arbitrator and your filing fee, to the extent that it is more than a court filing fee. We agree that we will not seek reimbursement of our fees and expenses if the arbitrator rules in our favor. Each of us waives any right to a trial by jury, and agrees that disputes will be resolved through arbitration. No claim subject to this provision 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. Except as may be required by law, 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.

29. SOME AGREEMENT MECHANICS

These General Terms and Conditions, the applicable Product Terms, and any applicable Country Specific Terms are incorporated in your Agreement by reference to pages on the Rackspace website. Although we may from time to time revise the General Terms and Conditions, Product Terms, and Country Specific Terms posted on those pages, those revisions will not be effective as to an Agreement that you signed prior to the date we posted the revisions, and your Agreement will continue to be governed by the General Terms and Conditions and Product Terms posted on the

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effective date of the Agreement until the first day of any renewal or extended term that follows the date we published the revision. However, if over time you sign multiple Agreements for a single Hosted System —for example to add service elements to an existing Hosted System, then the version of the General Terms and Conditions, Product Terms and Conditions, and Country Specific Terms (if any) referenced in the last signed Agreement will govern the entire Hosted System, unless otherwise agreed in writing.
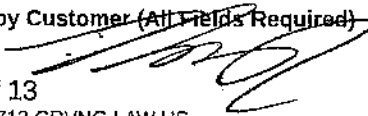
Unless otherwise expressly permitted in this Agreement, the General Terms and Conditions, Product Terms and Conditions, Acceptable Use Policy, Country Specific Terms and Conditions, and any addenda referenced in any of them, may be amended only by a formal written agreement signed by both parties. A Services Description 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 electronic mail or the Rackspace ticketing system, that includes the express consent of an authorized individual for each of us. The pre-printed terms on your purchase order or other business forms will not become part of this Agreement.

If there is a conflict between the terms of any of the documents that comprise the Agreement, the documents will govern in the following order: signature page for Hosting Service Agreement, Country Specific Terms (if any), Services Description, Product Terms and Conditions, any addendum to the General Terms and Conditions, the General Terms and Conditions, and the Acceptable Use Policy. If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the parties underlying the Agreement. Each of us may enforce each of our respective rights under the Agreement even if we have waived the right or failed to enforce the same or other rights in the past. The relationship between us is that of independent contractors and not business partners. Neither of us is the agent for the other, and neither of us has the right to bind the other on any agreement with a third party. The captions in the Agreement are for convenience only and are not part of the Agreement. The use of the word "including" in the Agreement shall be read to mean "including without limitation." The words "our" and "us" refers to Rackspace, unless the context clearly indicates another meaning. The Agreement is effective when you sign it, even though the "initial term" may be defined in the Agreement with reference to the Service Commencement Date or other date. The following provisions shall survive expiration or termination of the Agreement: (i) Sections 5.1, 5.2, 7, 12, 13, 14, 20, 21, 22, 23, 24, 28 and 29 of this General Terms and Conditions, (ii) all provisions in the Agreement requiring you to pay fees for Services provided prior to the time of expiration or termination or requiring you to pay an early termination fee, and (iii) all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.

If you have made any change to the Agreement that you did not bring to our attention in a way that is reasonably calculated to put us on notice of the change, the change shall not become part of the Agreement.

The Agreement may be signed in multiple counterparts, which taken together will be considered one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures.

Accepted by Customer (All Fields Required)
Signature:

Accepted by Rackspace US, Inc.
Signature:

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Printed Name: *Nicholas Liguori*
Job Title: *Chief Operating Officer*
Company: *Health Republic Ins of NY*
Date: *12/24/13*

Printed Name:
Job Title:
Date:

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MANAGED HOSTING SERVICES
TERMS AND CONDITIONS

In addition to the General Terms and Conditions, your use of the Managed Hosting Services is subject to the following additional terms and conditions:

1. ADDITIONAL DEFINED TERMS

Some words used in these Managed Hosting Services Terms and Conditions have particular meanings:

"Hosting Services" means Rackspace's provision for your use of the Hosted System described in the Service Description.

"Personally Identifiable Information" or **"PII"** means: **(i)** a combination of any information that identifies an individual with that individual's sensitive and non-public financial, health or other data or attribute, such as a combination of the individual's name, address, or phone number with the individual's social security number or other government issued number, financial account number, date of birth, address, biometric data, mother's maiden name, or other personally identifiable information; **(ii)** any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, § 6809(4), and **(iii)** "protected health information" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR §160.103.

"Service Commencement Date" means the date on which we provide the access codes that enable to you to send and receive information from your Hosted System.

"Support" means: **(i)** the management of the Hosting Services by a service delivery team that includes a team leader, account manager, and support specialists with training and experience in hosted systems; **(ii)** availability of live support twenty four hours per day, seven days per week, year round; **(iii)** any specific support services described in the Service Description; and **(iv)** use of the *MyRackspace®* customer portal.

2. DEPLOYMENT

2.1 <u>Deployment Guaranty.</u> We will deploy the server(s) described in the Service Description by the date stated in the Service Description, provided that you promptly provide all information that we reasonably request from you to complete deployment. Servers are deemed deployed as of the Service Commencement Date. Your **sole and exclusive remedy** for our failure to deploy the servers by the guarantied time shall be a credit equal to the amount of the set up fee stated in the Service Description for the affected server(s). You are not entitled to a credit if you request or cause the deployment delay. This deployment guaranty does not apply to any software, other managed services, or hardware devices other than the server(s).

2.2 <u>Delayed Deployment.</u> If you wish to delay the deployment of a Hosted System you may do so, provided that you give us written notice of your election to delay no later than five (5) days following the date you sign the Agreement. The requested delay may not continue for more than two (2) months following your signature on the Agreement. If you request a delay in deployment, we may charge you up to fifty percent (50%) of the monthly recurring fees for the Hosted System during the period of delay. You are not entitled to a credit under <u>Subsection 2</u>.1 above if you request the deployment delay. The initial term of the Agreement will begin when we deploy your Hosted System at your request, or on the second monthly anniversary of the date you sign the Agreement, whichever comes first.. Following deployment we will charge you the full monthly recurring fee (plus other usage fees as applicable) for the full term of the Agreement.

3. ENCRYPTION OF PERSONALLY IDENTIFIABLE INFORMATION

The General Terms and Conditions require you to use reasonable security precautions in light of your use of the Services. For the Hosting Services, this includes encrypting any PII transmitted to or from, or stored on, the Rackspace servers or storage devices you use.

4. SERVICE LEVEL GUARANTIES

4.1 Network. We guaranty that our data center network will be available 100% of the time in a given month, excluding Maintenance. The data center network means the portion of the Rackspace network extending from the outbound port on your edge device to the outbound port of the data center border router and includes Rackspace managed switches, routers, and cabling. We will credit your account 5% of the monthly fee for each 30 minutes of network downtime, up to 100% of your monthly fee for the affected server(s).

4.2 Infrastructure. We guaranty that data center HVAC and power will be functioning 100% of the time in a given month, excluding Maintenance. Power includes UPSs, PDUs and cabling, but does not include the power supplies on your servers. Infrastructure downtime exists when a particular server is shut down due to power or heat problems. Rackspace will credit your account 5% of the monthly fee for each 30 minutes of infrastructure downtime, up to 100% of your monthly fee for the affected server(s).

4.3 Hardware. We guaranty the functioning of the following dedicated, Rackspace-provided hardware: (i) servers, firewalls, and load balancers; (ii) attached storage devices; and (iii) network attached storage devices. Hardware repair or replacement will begin once we identify the cause of the problem. Hardware repair or replacement is guaranteed to be complete within five hours of problem identification for network attached storage devices and within one hour of problem identification for all other hardware covered by this guaranty. We will credit your account 5% of the monthly fee per additional hour of downtime (after the initial five (5) hours or one (1) hour for repair or replacement, as applicable), up to 100% of your monthly fee for the affected hardware. This guaranty excludes the time required to rebuild your system, such as the time required to configure a replacement device, rebuild a RAID array, reconfigure devices from their default settings, and reload operating systems and applications.

4.4 Replication Appliance. If a replication appliance (such as an EMC RecoverPoint appliance) is unavailable due to a hardware failure, Rackspace will have a technical specialist and necessary parts onsite to begin repairs within six (6) hours of problem identification. If Rackspace fails to meet this guaranty and the failure adversely affects your Hosted System, you are entitled to a credit in the amount of 5% of your monthly recurring fee per half hour of delay in beginning repairs for the affected replication appliance, up to 100% of the monthly recurring fee.

4.5 Downtime Measurement. Downtime is measured from the time a trouble ticket is opened until network availability is restored, or the affected device is powered back on, as applicable.

4.6 Limitations. You are not entitled to a credit if you are in breach of the Agreement (including your payment obligations to us) at the time of the occurrence of the event giving rise to the credit until you have cured the breach. You are not entitled to a credit if the event giving rise to the credit would not have occurred but for your breach of the

Agreement or misuse of your Hosted System. To receive a credit, you must contact your account manager within ten (10) days of the occurrence of the event giving rise to the credit. The Service Level Guaranties are contingent on Rackspace having full logical access to your configuration. No credit will be due if the credit would not have accrued but for your restriction of Rackspace's logical access to your configuration.

4.7 Maintenance. For the purposes of the Service Level Guaranty, Maintenance shall mean:

    a. Rackspace maintenance windows - modification or repairs to shared infrastructure, such as core routing or switching infrastructure that we scheduled at least 72 hours in advance, that occurs during off peak hours in the time zone where the data center is located;

    b. Scheduled customer maintenance – maintenance of your configuration that you request and that we schedule with you in advance (either on a case by case basis, or based on standing instructions), such as hardware or software upgrades;

    c. Emergency maintenance – critical unforeseen maintenance needed for the security or performance of your configuration or Rackspace's network.

4.8 Data Center Upgrades. We are constantly upgrading our data center facilities and in order for you to benefit from these upgrades, you agree that we may relocate your servers within our data centers, make changes to the provision of the Services, URLs and your IP addresses and may establish new procedures for the use of the Services. We may also make changes to DNS records and zones on Rackspace operated or managed DNS servers as we deem necessary for the operation of the shared network infrastructure. In each case we will give you reasonable advance notice and use all reasonable endeavors to minimize the effect that such change will have on your use of the Services.

4.9 Cumulative Dollar Amount. **Notwithstanding anything in this Agreement to the contrary, the maximum total credit for failure to meet the Service Level Guaranties under this Agreement for any calendar month shall not exceed 100% of your monthly recurring fee for the affected Hosted System. Credits that would be available but for this limitation will not be carried forward to future months.**

5. TERM
The initial term of the Agreement begins on the Service Commencement Date (unless otherwise provided in Section 2.2 (*Delayed Deployment*)) and continues for the period stated in the Service Description. Upon expiration of the initial term, we may offer you the option of renewing the Agreement for one or more additional terms having a fixed number of months. If you do not renew the Agreement for a fixed term, it will automatically renew for successive extended terms of one month each unless and until one of us provides the other with at least thirty (30) days advance written notice of non-renewal. If you add service elements to a Hosted System by a subsequent agreement, we may use the word "coterminous" to describe the initial term of the subsequent agreement for those additional elements. If the term of an agreement is "coterminous," the initial term of that agreement shall expire on the last day of the initial term of the agreement that initially established the Hosted System.

6. FEES

6.1 Your first invoice will include the initial one-time set-up fee and a pro rated monthly recurring fee from the Service Commencement Date to the last day of the calendar month. We may require you to pay this initial invoice before beginning the Hosting Services. . Following the Service Commencement Date, monthly recurring fees will be billed monthly in advance on or around the first day of each calendar month. Non-recurring fees, such as bandwidth overages, will be billed monthly in arrears.

6.2 Fees are due within five (5) days of 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. Rackspace may suspend all Services, and services provided pursuant to any unrelated agreement, if payment of any invoiced amount is overdue, and you do not pay the overdue amount within four (4) Business Days of our written notice to your billing contact. You agree that if your Services are reinstated after a suspension for non-payment, you will pay a reasonable reinstatement fee. Rackspace may charge interest on overdue amounts at 1.5% per month (or the maximum legal rate if it is less than 1.5%). If any amount is overdue by more than thirty (30) days and Rackspace brings a legal action to collect, or engages a collection agency, you must also pay Rackspace's costs of collection, including reasonable attorney fees and court costs. If your check is returned for insufficient funds, we may charge you a fee up to the maximum amount permitted by law. Fees must be paid in U.S. Dollars.. Fees must be paid in U.S. Dollars. Invoices that are not disputed within 180 days of invoice date are conclusively deemed accurate.

7. FEE INCREASES

7.1 <u>Increase in Producer Price Index</u>. If during the initial term or any renewal term there is an increase in the Producer Price Index over the Producer Price Index reported for the month in which you signed your Agreement, we may increase your fees by the same percentage as the increase in the Producer Price Index; provided that we may not increase your fees under this Subsection more often than once per twelve (12) months, and we must give you at least thirty (30) days advance written notice of the increase. The "Producer Price Index" means the Producer Price Index for Finished Goods, WPUSOP3000, not seasonally adjusted, and first published as "preliminary" data by the United States Bureau of Labor Statistics in its PPI Detailed Report or successor publication. For historical information on the Producer Price Index you may visit the Bureau of Labor Statistics website. (Example: if the Producer Price Index for the month in which you sign the Agreement is 186, and then increases in a subsequent month during the term of the Agreement to 195, we may increase your fees by up to 4.8%).

7.2 <u>Increase During Month-to-Month Term</u>. If following the expiration of the initial term or any renewal term you do not sign a renewal of your Agreement, but continue to use your Services on a month-to-month basis as described in <u>Section 5</u> (*Term*) above, then we may increase your fees at any time by any amount, in our sole discretion, on thirty (30) days advance written notice.

8. TERMINATION FOR CONVENIENCE
You may terminate this Agreement for convenience at any time on thirty (30) days advance written notice.

9. EARLY TERMINATION FEE
If you terminate this Agreement for convenience or we terminate this Agreement for your breach, in addition to other amounts you may owe, you must pay an early termination fee equal to the total monthly recurring fees for the remaining portion of the then-current term. You will not be charged an early termination fee under this Section in the event you terminate this Agreement as part of an agreement to establish a replacement for the Hosted System in a different Rackspace service segment, even if the overall fees for the replacement system are less than those for the Hosted System, provided that the replacement system is the functional equivalent of the Hosted System.

10. RESALE
You may resell the Hosting Services, subject to the provisions of <u>Section 18</u> of the General Terms and Conditions. If you resell any part of the Hosting Services that include Microsoft software then you must include the Microsoft terms posted at <u>http://www.rackspace.com/aboutus/legal/microsoftlicense.php</u> in a written agreement with your customers.

11. MANAGED BACKUP
Rackspace's managed backup services are designed to facilitate restoration of data to the server or device from which the data originated in the event the primary data is lost or corrupted. The quality of your backup depends on how your data is organized. We recommend that you test your managed backup service promptly following the Service Commencement Date, and then periodically, to determine if it is capturing your data properly. If it is not, we will work with you to maximize the accuracy of our managed backup service for your data and/or help you identify other data backup solutions that may work better for you. In the event your primary server or device hardware fails and is replaced, we may not be able to restore your backed up data exactly as it was configured on the failed device. If this risk is not acceptable to you, then we will help you

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identify other data backup solutions that are more reliable in this situation. The "retention" period for your backup refers to the amount of time that we will retain the backup in a useable form for restoration to the server or device from which it originated. If you wish to preserve your backup after the time that this server or device is decommissioned, you must make arrangements with us at least seventy-two (72) hours in advance of the scheduled decommissioning of the server or device. Database duplications or "cloning" for purposes other than a restoration of lost or corrupted data as described in this paragraph are not included as part of your managed backup service, but may be arranged as a Supplementary Service for an hourly fee. We may choose to use either tape or disk to collect your data, in our discretion. Provided that we do not impair the security or reliability of your backup service, you agree that we may from time to time test our backup systems, and may use copies of your data as part of these tests. We will treat duplicate data in accordance with the same security standards applicable to your backup service.

12. PREVENTIER
If you purchase Rackspace's Preventier ™ service, then the additional terms at http://www.rackspace.com/information/legal/preventieraddendum.php as of the date you sign the order or agreement for the Preventier service are part of the Agreement.

13. SHAREPOINT
If you purchase the Rackspace SharePoint service, then the SharePoint Addendum at http://www.rackspace.com/information/legal/sharepointsd.php as of the date you sign the order or agreement for the SharePoint service are part of this Agreement.

14. HIPAA
If Rackspace is your "Business Associate" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, then the HIPAA Business Associate Addendum published at http://www.rackspace.com/information/legal/hipaabaa.php as of the date that Rackspace becomes your Business Associate is part of the Agreement.

15. MICROSOFT EXCHANGE (DEDICATED)
If you purchase Microsoft Exchange service on a dedicated Hosted System, then the addendum at http://www.rackspace.com/information/legal/exchangesd.php as of the date you sign the order or agreement for the Service is part of this Agreement.

16. DATA REPLICATION
If you purchase any Services that involve data replication at a geographically diverse site, then the following applies to your use of that Service: The rate by which the data at the primary site can be transferred to the secondary site will vary depending on the amount and type of data, constraints inherent in your Hosted System, and fluctuations in bandwidth availability. Therefore, at any given time, the secondary site may not be completely up to date. In the event of a failover to the secondary site, the data that has not yet completed the transfer from the primary site will be lost. We may provide you with some guidelines on latency times based on our understanding of your data and system constraints, but these guidelines are not guaranties.

17. COLOCATION
If we host a device that you own in our datacenter, then the Colocation Addendum at http://www.rackspace.com/information/legal/colocationaddendum.php as of the date you sign the order or agreement covering the colocation services is part of the Agreement.

18. VIRTUALIZATION

If you use Rackspace's virtualization services, your virtual server(s) will be active on the Service Commencement Date. Following the Service Commencement Date you are responsible for managing the active or inactive status of your virtual servers via your *MyRackspace* portal. Rackspace will invoice you for your virtual service in arrears based on the number of calendar days (full or partial) in each billing period that your virtual servers are set to "active." While your virtual servers are in an "inactive" status we will not install any software updates that we may have otherwise agreed to install. We will update your virtual servers when you return them to "active" status, but there could be a delay of up to twenty four (24) hours before the updates are fully installed.

19. DOMAIN NAME SERVICES

If you register, renew or transfer a domain name through Rackspace, Rackspace will submit the request to its domain name services provider (the "Registrar") on your behalf. Rackspace's sole responsibility is to submit the request to the Registrar. Rackspace is not responsible for any errors, omissions or failures of the Registrar. Your use of domain name services is subject to the applicable legal terms of the Registrar. You are responsible for closing any account with any prior reseller of or registrar for the requested domain name, and you are responsible for responding to any inquiries sent to you by the Registrar.

20. VULNERABILITY TESTING

Vulnerability testing services involve inherent risks, such as data corruption and impaired performance of your Hosted System. If you ask Rackspace to provide vulnerability testing services, then you agree that Rackspace is not liable to you for any damages arising from the performance of the Services as agreed.

21. UNSUPPORTED CONFIGURATION ELEMENTS OR SERVICES

If you ask us to implement a configuration element (hardware or software) or hosting service in a manner that is not customary at Rackspace, or that is in "end of life" or "end of support" status, we may designate the element or service as "unsupported," "non-standard," "best efforts," "reasonable endeavor," "one-off," "EOL," "end of support," or with like term in the Service Description (referred to in this Section as an "**Unsupported Service**"). Rackspace makes no representation or warranty whatsoever regarding any Unsupported Service, and you agree that Rackspace will not be liable to you for any loss or damage arising from the provision of the Unsupported Service. The Deployment and Service Level Guaranties shall not apply to the Unsupported Service, or any other aspect of the Hosting Services that is adversely affected by the Unsupported Service. You acknowledge that Unsupported Services may not interoperate with Rackspace's other services, such as backup or monitoring.

22. UTILITY NETWORK ATTACHED STORAGE

If you purchase the Utility NAS service, the Service Level Guaranty at http://www.rackspace.com/information/legal/unassla.php is part of the Agreement.

23. IP ADDRESSSES

Upon termination of the Agreement you must promptly release any Internet protocol numbers, addresses or address blocks assigned to you in connection with the Services (but not any URL or top level domain or domain name) and you agree that we may take steps to change or remove any such IP addresses.

24. RACKSPACE API CODE SUPPORT. If you use Rackspace API Code Support, then the addendum at http://www.rackspace.com/information/legal/apicodesupport is part of the Agreement.

Accepted by Customer (All Fields Required)   **Accepted by Rackspace US, Inc.**

Signature: _____   Signature: _____

Printed Name: *NICHOLAS LIGUORI*   Printed Name: _____

Job Title: *CHIEF OPERATING OFFICER*   Job Title: _____

Company: *HEALTH REPUBLIC INS OF NY*   Date: _____

Date: *12/24/13*

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