

Nondisclosure Agreement

In connection with your receipt of certain confidential and proprietary information of Rackspace, Ltd., a Texas limited partnership (the "Company"), you agree to the following:

"Confidential Information" shall mean all information disclosed by the Company, including, without limitation, the contents of any proposal for services, Company's financial information, business plans, research, strategies, projections, forecasts, technical or nontechnical data, compilations, financial plans, product plans, methods, reports, techniques, drawings, lists of actual or potential customers or suppliers and market analysis. Confidential Information shall not include information that is or becomes generally known, through no act or failure to act on your part, or that you know at the time of receiving such information. You shall not disclose Confidential Information to any third party, and you shall use Confidential Information only to the extent required to accomplish the purposes for which it was disclosed to you. All Confidential Information (including copies thereof) shall remain the Company's property and shall be returned or destroyed upon the Company's written request or when your need for it has expired. Except as expressly set forth herein, no rights or licenses to any of the Company's intellectual property rights are implied or granted under this agreement.

The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that the Company shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond.

This agreement shall be governed by the laws of the State of Texas, excluding its conflicts of laws principles. Any disputes under this agreement shall be brought in the state courts and the federal courts of Texas and you hereby consent to the personal jurisdiction and venue of these courts. If any proceeding is brought by either party to enforce or interpret any term or provision of this agreement, the substantially prevailing party in such proceeding (as determined by the court) shall be entitled to recover, in addition to all other relief arising out of this agreement, such party's reasonable attorneys' and other experts' (including without limitation accountants) fees and expenses (as determined by the court). This agreement constitutes the entire agreement, and supersedes all prior or contemporaneous oral or written agreements, regarding the subject matter hereof. Any addition or modification to this agreement, or waiver of a provision hereof, must be in writing and signed by both parties. If any provision of this agreement is held unenforceable, that provision shall be severed and the remainder of this agreement will continue in full force and effect.

[COMPANY NAME]

By: Melissa M
Name: Melissa Rauksun
Title: President

Date: 4/18/06