MARKETING TRADEOUT AGREEMENT

This Marketing Tradeout Agreement ("**Agreement**") made this [ ] day of August 2011 ("Effective Date") is by and between OWASP Foundation having offices at [ ]("**Customer**") and Rackspace US, Inc., a Delaware corporation, having offices at 5000 Walzem Road, San Antonio, Texas 78218 ("**Rackspace**"). Rackspace and Customer may individually and/or collectively be referred to as a "Party" or the "Parties" throughout this Agreement.

For valuable consideration, the receipt and sufficiency of which are acknowledged, Company and Rackspace agree as follows:

AGREEMENT

- The monthly recurring fee of this tradeout is $2,000.00. Customer shall receive up to a $2,000 Rackspace Cloud credit per month for a 12-month period applicable to the Rackspace Cloud services effective no later than 5 business days after Rackspace receive and verify this completed Agreement. The amount of 2,000.00 in Rackspace Cloud services will be waived each month for 12 months in exchange for advertising services rendered to Rackspace by Customer as detailed below. This 12-month period runs concurrently and begins on your Cloud account sign-up/anniversary date and any unused monthly credit is not carried over.

- Customer agrees to provide Rackspace with advertising opportunities as outlined below:

    1. During the use of Rackspace Cloud Services, Customer agrees to place the Powered by Rackspace logo (the "Logo") on the main landing page of its primary website with a link back to http://www.rackspace.com/, and to use the Logo in accordance with the license agreement located at: http://www.rackspace.com/information/legal/promolicenseterms.php (the "License") and to notify us after the Logo is so placed by completing the form at: http://www.rackspace.com/forms/logorequest.php. Customer agrees that in accordance with the License Customer shall notify Rackspace prior to using the Logo in any collateral by completing the request form at: http://www.rackspace.com/forms/logorequest.php, and shall not engage in any such use without Rackspace's prior written approval.

    2. During the term of this Agreement, Rackspace will have corporate membership with OWASP Foundation. Membership includes:

        a. Recognition as a corporate member by placing Rackspace's logo on the OWASP website located at www.owasp.org (Image size for logos: gif, jpg or png with a size of 150px X 45px at 72dpi or 55px X 80px at 72dpi).
        b. Recognition in the OWASP Newsletter which has a 10,000+ circulation.
        c. Placement of a banner ad on the OWASP website front page for 30 days during the Initial Term and 30 days during each Renewal Term (468 x 60 pixels).
        d. Rackspace will have one (1) supporting member vote in elections and on issues that shape the direction of the OWASP community.
        e. A collective voice via the OWASP's Global Industry Committee.

3. During the term of this Agreement, OWASP will provide:
    a. The opportunity for someone at Rackspace to be interviewed for the OWASP podcast which has a subscriber base of ~30,000 listeners.
    b. A special announcement of the Rackspace provided hosting to the Customer's community of ~21,000 individuals.

The outlined opportunities are applied to all Rackspace brands, and Rackspace reserves the right to alter the creative or substitute the Logo with a newer version at any given time.

- Rackspace hereby grants Customer a limited non-exclusive revocable license that may not be sublicensed or transferred to display the Logo and Ad banners on the www.owasp.org and any other sites within the Customer network, as selected by Rackspace for advertising opportunities, all for the sole purpose of delivering its advertising services hereunder without any express or implied approval of Customer and endorsement of its services by, or affiliation with Rackspace. All advertising placements and materials must be reviewed and approved by Rackspace prior to their publication. Customer may use the Powered by Rackspace logo in accordance with the Trademark License Agreement. Any use of the Logo by Customer shall inure to the benefit of Rackspace, its successors, and assigns and shall not result in Customer forming any rights to the Logo, except as expressly granted herein. Upon expiration or termination of the Agreement, Customer shall immediately discontinue displaying the Logo.

- Customer agrees that Rackspace may publicly disclose that it is providing Services to Customer and may use Customer name and logo to identify you as our customer in promotional materials, including press releases (provided that Rackspace will allow you to review any press release(s) prior to issuance) and case studies, white papers, event materials, presentations, website content and earnings calls, in all media, now known or which shall become known in the future.

- The Agreement will become valid on the Effective Date. The initial term of this Agreement shall end one (1) year from the Effective Date (the "Initial Term"), unless either party terminates in writing at any time, with no less than 6-month advance written notice. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one year renewal terms (each a "Renewal Term") provided that following the Initial Term, either party may terminate this Agreement on 6-months advance written notice.

- Any additional hosting services and overages, not expressly described in this Agreement, will not be subject to the coverage by the Agreement, and such charges will be separately billed to and paid by Customer at the standard Rackspace rates. You acknowledge that at the end of the time period identified above, you shall be billed in full for your continued use of Rackspace Cloud Services in accordance with any applicable terms of service or other agreement.

- Should those impression levels described above or any advertising materials not be delivered to Rackspace in any month for the duration of the Agreement, Rackspace will receive credit for extra advertising placements within the Customer network. To ensure and track the Customer performance of the Agreement, Customer will deliver monthly reports to Rackspace, accounting for the advertising services delivered in the previous month.

- Customer agrees to defend, indemnify and hold harmless Rackspace, its officers, directors,

employees, agents and servants from any and all damages, liabilities, costs and expenses (including attorneys' fees) relating to third party claims arising out of Customer's (i) performance of its services under this Agreement; (ii) breach of this Agreement; (iii) violation of any federal, state and local laws, regulations and codes, including, without limitation, laws relating to bulk or commercial email.

- Neither Party is an agent of the other. Neither Party is involved in the management of the other Party nor does it sit on the other Party's Leadership Committee, or Advisory Board. Neither Party shall have any authority to insure any obligations on behalf of the other Party or to make any promise, representation, or contract of any nature on behalf of the other Party.

Customer and Rackspace agree that the terms and conditions of the Agreement supersede all proposals, written or oral, as well as other communications between Customer and Rackspace relating specifically to this tradeout arrangement.

By signing this Agreement, you represent and warrant that you are authorized to sign on behalf of Customer and that Customer accepts the terms and conditions of this Agreement and at the referenced URLs.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement.

OWASP Foundation	RACKSPACE US, INC.
SIGNED:_____	SIGNED:_____
PRINTED: _____	PRINTED:_____
TITLE:_____	TITLE:_____
DATE: _____	DATE: _____