

This Support and Service Level Schedule sets out the performance metrics such as applicable service levels, response times, service windows and availability of the Services. In addition, this Support and Service Level Schedule defines the Service Credits that Customer may be eligible to in case LeaseWeb does not meet the performance metrics set forth herein. LeaseWeb's general terms and conditions (the "General Conditions"), LeaseWeb service specification (the "Service Specifications") and LeaseWeb's policies and guidelines with respect to the use of its Services (the "LeaseWeb Policies") are also part of the Agreement and apply to the Services and any Equipment provided by LeaseWeb.

## CHAPTER A. DEFINITIONS

### 1. DEFINITIONS

- 1.1. All words capitalized herein that are defined in the General Conditions, the Service Specifications and the LeaseWeb Policies shall have the meaning assigned to them therein; other capitalized words shall have the following meaning:

**Affected Customer Ratio** is calculated as follows:

$$\text{Affected Customer Ratio} = \frac{\text{(Unique Visitors by IP address affected by a Service Disruption)}}{\text{Total unique visitors as measured by IP address}}$$

**Customer Planned Downtime** means downtime specified by the Customer that is to be excluded from any calculation of an Outage Period. This would apply to any time when the Customer has requested Domain Protection Service access suspended from their environment.

**Excluded Events** means any interruption or suspension or degradation caused by or resulting from (i) an event of Force Majeure, (ii) an act or omission of Customer, its employees, End Users, agents or contractors; (iii) Tests, Maintenance, relocation under the General Conditions; (iv) Customer's Traffic for a certain ASN number exceeds the ASN Threshold, (v) a suspension of Services in accordance with the General Conditions, (vi) any exercise by LeaseWeb of its rights or remedies under the Agreement, (vii) Denial-of-Service (DoS) attacks, Distributed-Denial-of-Service (DDoS) attacks or Distributed-Reflected-Denial-of-Service (DRDoS) attacks by a third party or third parties that results in an unaccounted peak in data traffic, or other attacks by a third party or third parties that result in the Service becoming wholly or partly unavailable, (viii) any use of the Service that is in breach of the Agreement, (ix) any failure of Customer controlled actions or environments, (x) virus or malware, (xi) any successful or unsuccessful hack attempts regardless whether protected by an SSL certificate provided by or through LeaseWeb, (xii) any event that occurs during a period during which the Customer is in breach of its payment obligations under the Agreement, (xiii) any failure to correctly perform Test Transactions due to a technical malfunction, Maintenance or otherwise, (xiv) the failure by Customer to implement recommendations or solutions previously advised or made available by LeaseWeb, (xv) any incorrect or unauthorised use of the Service, or the use of the Service for a purpose for which it was not designed, (xvi) any interaction between the Service and any other software, hardware or third party service, (xvii) problems which cannot be reasonably re-created or examined by LeaseWeb, (xviii) any configuration by Customer of the Service, and/or Customer Planned Downtime.

**Equipment Replacement Time** means the period of time measured from the time LeaseWeb engineers identify the source of the defective Equipment, until the moment LeaseWeb physically replaces the defective Equipment, excluding any time spent communicating with Customer regarding permissions or instructions.

**Monthly Recurring Charge** means the fixed recurring Service Charge invoiced by LeaseWeb to Customer on a monthly basis for the applicable Service (as set forth in the Order Form/Order Confirmation).

**Network Availability** means the total number of minutes in a calendar month minus the number of minutes of Network Unavailability suffered in a calendar month, divided by the total number of minutes in a calendar month (expressed as a percentage).

**Network Unavailability** means the number of minutes that one of the following events occur on all Interconnection Points for Customer: (i) Interconnection Points are not responding; and/or (ii) a packet loss of more than five percent (5%) on LeaseWeb's Network; and/or (iii) roundtrip delay for all packets within LeaseWeb's Network have a latency greater than three times the Latency Target, provided that (for (i), (ii) and (iii)) such event lasts more than twenty (20) continued minutes. Network Unavailability shall not include any failure or deficiencies resulting from Excluded Events.

**Outage Period** is equal to the number of downtime minutes resulting from a Service Disruption.

**Response Time** means the period of time measured from the time LeaseWeb receives a Support Request by email or through the Customer Portal, or in case of a Support Request by phone or chat from the time LeaseWeb receives the confirmation mentioned in clause 2.1 hereof, until the moment a LeaseWeb support engineer acknowledges receipt of such request to Customer.

**Scheduled Availability** is the total number of minutes in the month minus any downtime caused by an Excluded Event.

**Time Included** means the number of minutes that the Customer shall be eligible to receive Advanced Support Service under the applicable Service Level that the Customer has chosen.

## CHAPTER B. SUPPORT

### 2. SUPPORT REQUEST

- 2.1. Customer may initiate a request for Advanced Support, or report a Service Disruption (a "Support Request") to the customer support service via the Customer Portal, chat, phone or email. A Support Request must include the following information: (i) type of Service, (ii) company name, (iii) name and number for immediate contact with the Customer, (iv) a clear, detailed and unambiguous description of Advanced Support requested, and (v) a detailed description of the Service Disruption (if applicable). LeaseWeb may refuse a Support Request if it is not able to establish that the Support Request is made by the person authorised thereto in the Customer Portal. Customer must confirm all Support Requests it makes by means of chat or phone by sending a confirmation message through the Customer Portal or by way of email.
- 2.2. LeaseWeb shall provide an English-language customer support service. LeaseWeb will maintain support engineers actively on duty 24 hours per day, every day of the year.
- 2.3. LeaseWeb shall in no event be obliged to provide any support services to End Users.

### 3. ADVANCED SUPPORT SERVICES

- 3.1. Customer may also request LeaseWeb to perform advanced support services additional to the standard support Services (the “**Advanced Support Services**”). Advanced Support Services may include providing technical expertise, trouble shooting, consultancy services, setup and changes of configuration of application servers and clusters (including web and database servers and clusters) and Domain Protection Services, performance tuning and DNS services, firewall setup, and load balancing setup.
- 3.2. LeaseWeb may accept or decline Customer’s request for Advanced Support Services in its sole discretion. In case LeaseWeb declines Customer’s request for Advanced Support Services, Customer shall be solely responsible for the performance of the Advanced Support Service.
- 3.3. All Advanced Support Services are provided during Business Hours and on the next business day after acknowledgement of the request, unless agreed otherwise or unless triggered by an incident requiring immediate action, to be determined by LeaseWeb. The Advanced Support Services are provided AS-IS and on a best efforts basis. LeaseWeb is not liable to Customer for any damage resulting from any Advanced Support Services, unless such damage is the direct result of gross negligence or wilful misconduct by LeaseWeb. Any delivery times, turnaround times or deadlines given or agreed in connection with Advanced Support Services are target times only and LeaseWeb shall in no event be liable for any failure to meet these target times/deadlines.
- 3.4. Depending on the Service Level chosen by Customer, Customer shall be entitled to a certain number of minutes of Advanced Support Services.
- 3.5. The table below sets forth the Time Included of Advanced Support Services in each respective Service Level.

**Table 1:** Service Level Advanced Support Services Time Included

LEVEL	TIME INCLUDED
Basic	0 minutes / month
Bronze	30 minutes / month
Silver	60 minutes / month
Gold	90 minutes / month
Platinum	120 minutes / month

- 3.6. Unused minutes of the Advanced Support Services are non-refundable and shall not transfer to following months. In addition, any Time Included may only be used for the Service and/or Equipment for which the Service Level was chosen and shall not be transferable to any other Service and/or Equipment.

### 4. MONTHLY RECURRING CHARGES

- 4.1. Customer shall pay to LeaseWeb the Monthly Recurring Charges for the Service Level. In addition, LeaseWeb shall be entitled to invoice Service Charges for all Advanced Support Services provided to Customer in excess of the Time Included, on a time spent basis, at the prevailing LeaseWeb hourly rate for performing the particular Support Services (plus its expenses related to the performance of the Advanced Support Services, including any traveling expenses if applicable). The applicable hourly rate may depend on the chosen Service Level.
- 4.2. All Support Services shall be measured in quarter hour increments, ie. the number of minutes required to complete the task rounded up to the next quarter hour, regardless of the level of complexity required to complete the assignment.

## CHAPTER C. SERVICE LEVEL

### 5. SERVICE LEVEL, RESPONSE TIME AND CREDITS

- 5.1. Customer may choose a Service Level. The Service Level will determine:
  - a) the Response Times;
  - b) the amount of the Advanced Support Services Time Included; and
  - c) the hourly rates for Advanced Support Services.
- 5.2. For Domain Protection Services the severity levels set forth in **Error! Reference source not found.** applies.
- 5.3. LeaseWeb distinguishes the Service Levels Basic, Bronze, Silver, Gold and Platinum. If no Service Level has been chosen by Customer, the Basic Service Level shall apply by default.
- 5.4. Customer may, at any time during the Term, request an upgrade of its Service Level. Clause 5 of the General Conditions shall apply to such upgrade request. The chosen Service Level may only be downgraded at the end of the Initial Term or any renewal term (as applicable).
- 5.5. The table below sets forth the Response Time Target for (a) any Service Disruptions that have been reported by Customer to LeaseWeb in accordance with clause 2.1 above, and (b) any request for Advanced Support Service to be performed in accordance with clause 2.1 above. The Response Time Targets depends on the applicable Service Level.

**Table 2:** Response Time Target

SERVICE LEVEL	RESPONSE TIME TARGET
Basic	24 hours
Bronze	4 hours
Silver	2hours
Gold	1hour
Platinum	30 minutes

- 5.6. In the event LeaseWeb does not respond within the applicable Response Time Target, Customer shall be eligible to receive a Service Credit (the “**Response Time Credit**”) for every full one (1) hour in excess of the maximum Response Time Target equal to 2% of the Monthly Recurring Charge for the respective month for the Service or Equipment affected by the Service Disruption or for which Advanced Support Services were requested (as applicable).
- 5.7. If Customer does not pay a Monthly Recurring Charge for the Service Level, then Customer shall not be eligible to any Response Time Credit.
- 5.8. Customer shall ensure that it will at all times be reachable on Customer’s emergency numbers, specified in the Customer Portal. No Response Time Credit shall be due in case the Customer is not reachable on Customer’s emergency number.

- 5.9. The maximum amount of Response Time Credits that a Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Charge for the Service Level for the respective month for the Customer's Service or Equipment affected by the Service Disruption or for which Advanced Support Services were requested (as applicable).
- 5.10. Services shall be measured in economical quarter hour increments, the number of minutes required to complete the task rounded up to the next quarter hour, regardless of the level of complexity required to complete the assignment.
- 5.11. For the purpose of determining the amount of time of Advanced Support Services provided, LeaseWeb's data shall be binding.

## CHAPTER D. CDN UPTIME SERVICE LEVEL

### 6. UPTIME

- 6.1. The CDN Service is built to achieve a 100% availability. The availability of the CDN Service is measured as follows.
- 6.2. LeaseWeb shall, on a 24/7/365 basis, monitor the CDN Service by testing the availability and latency of a test file. This test file shall contain 10 kilobyte of text. LeaseWeb shall ensure that this test file shall be stored on the CDN Service throughout the Term.
- 6.3. Every five (5) minutes LeaseWeb shall test the availability and latency of the test file within the CDN Service by measuring the time it takes to request and subsequently receive the entire test file at all of the greater metropolitan areas (the "Test Locations") of the cities set forth in the table below (each such test hereinafter a "Test Transaction"). A "Service Degradation" shall be deemed to have occurred if the Test Transaction is unsuccessful for each of the Test Locations for two (2) consecutive Test Transactions. A Test Transaction for a specific Test Location shall be deemed unsuccessful if the test file is not received in full at a Test Locations within the Target Latency.

**Table 1:** Target Latency

TEST LOCATION	TARGET LATENCY
Amsterdam, The Netherlands	250 ms
Frankfurt, Germany	250 ms
Singapore, Republic of Singapore	250 ms
San Jose, USA	250 ms
Washington D.C., USA	250 ms

- 6.4. For each day during which a Service Degradation occurs, Customer shall be eligible to a Service Credit equal to 1/30<sup>th</sup> of Customer's Monthly Recurring CDN Charge.
- 6.5. For the purpose of determining whether a Service Degradation has occurred, LeaseWeb's monitoring data shall be binding.
- 6.6. All Test Transactions that have failed as a result of one or more Excluded Event shall be excluded when determining whether a Service Degradation has occurred.
- 6.7. The Test Locations are set up by LeaseWeb residing within and/or outside its Network. LeaseWeb reserves the right to add, relocate or discontinue any of the Test Locations.
- 6.8. The maximum total amount of Service Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Customer's Monthly Recurring CDN Charge for the respective month.

## CHAPTER E. DOMAIN PROTECTION SERVICE

### 7. DOMAIN PROTECTION SUPPORT REQUEST SEVERITIES

- 7.1. When submitting an Support Request, Customer is responsible for setting the initial severity level in accordance with the severity table below. The incident severity determines LeaseWeb's estimated Response Time.

**Table 2:** Domain Protection Estimated Response Time

SEVERITY	DEFINITION	ESTIMATED RESPONSE TIME
P1 Issue	any Support Request where Domain Protection Service is significantly impaired and unavailable to multiple user locations	1 hour, 24 x 7
P2 Issue	any Support Request where Customer experiences a repeatable inability to use the Domain Protection Service from a single location or region	2 hours, Business Hours
P3 Issue	any Support Request that is a non-urgent matter or information request	1 day, Business Hours

- 7.2. Customer support covers development and production issues for the Domain Protection Service along with other key Service components. Customer support shall further cover:
  - a) Informational and implementation questions about the Service and all Service features;
  - b) Best practices to help you successfully integrate and manage the Domain Protection Service;
  - c) Troubleshooting operational or systemic problems with the Domain Protection Service;
  - d) Troubleshooting API issues; and
  - e) Issues with Customer console or other LeaseWeb tools.
- 7.3. Customer support does not include code development or debugging of Customer web site(s) or software.
- 7.4. All Support Requests reported via email or to Customer Portal will be considered P3 issues.
- 7.5. Targeted and average Time to Mitigate ("TTM") Response Times for various attack types are as follows:

**Table 3:** Targeted Time to Mitigate Response Times

ATTACK TYPE	TTM - TARGET	TTM - AVERAGE
UDP/ICMP Floods	1 minute or less	1 minute or less
SYN Flood	1 minute or less	5 minutes or less

TCP Flag Abuses	1 minute or less	5 minutes or less
GET/POST floods	1 minute or less	5 minutes or less
DNS Reflection	1 minute or less	5 minutes or less
DNS Attack	1 minute or less	5 minutes or less

- 7.6. After LeaseWeb's response to a Support Request, LeaseWeb will work with Customer to identify and resolve its issue. A Support Request is considered resolved if:
- Customer's issue is resolved;
  - The source of the issue lies with a third party. (In which case, LeaseWeb will continue to be a resource as Customer works with the third party on resolution.)
  - Customer does not respond to a query or request from LeaseWeb after seven (7) consecutive days.

## 8. DOMAIN PROTECTION AVAILABILITY TARGET AND SERVICE CREDITS

- The Domain Protection Services are offered to achieve 100% availability of Customer content. If the Domain Protection Services fails to meet the above service level, the Customer shall be eligible to a Service Credit, which is the percentage of the Monthly Recurring Charge for the Domain Protection Service that is credited to Customer for a validated claim for a Service Credit ("**Domain Protection Service Credit**").
- The total amount of Domain Protection Service Credits awarded in any yearly billing period shall not, under any circumstance, exceed six (6) months of a Customer's cumulative total Monthly Recurring Charge for the Domain Protection Service.
- Domain Protection Service Credits will only be calculated against the Monthly Recurring Charge for the Domain Protection Service associated with the Domain Protection Service.
- For any and each Outage Period during a monthly billing period LeaseWeb will provide as a Domain Protection Service Credit an amount calculated as follows:  $\text{Domain Protection Service Credit} = (\text{Outage Period minutes} * \text{Affected Customer Ratio}) \div \text{Scheduled Availability minutes}$ .
- LeaseWeb is not responsible for comprehensive monitoring of Customer's content; this responsibility lies with Customer. LeaseWeb will review data on a Customer's reported Outage Periods as determined by any commercially reasonable independent measurement system used by the Customer.
- LeaseWeb will use all information reasonably available to it in order to calculate the Affected Customer Ratio during an Outage Period, including analysis of Service Data immediately prior to the Outage Period to estimate the ratio of a Customer's visitors that were affected during an Outage Period at one or more Data Centers.

## CHAPTER F. SERVICE CREDIT REQUESTS

### 9. SERVICE CREDIT PROCEDURE

- To initiate a claim for a Service Credit, Customer must contact LeaseWeb's customer support group within five (5) Business Days after the end of the month for which the Service Credit is requested. The Service Credit request must provide: (a) the Customer name and contact information; (b) the date and beginning/end time of the failed performance metric; (c) a brief description of the characteristics of the failed performance metric; and (d) the specific LeaseWeb support ticket number(s) opened about the failed performance metric.
- LeaseWeb will notify Customer via email upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, LeaseWeb will issue a Service Credit to Customer's account. This Service Credit will be credited on the next invoice issued by LeaseWeb to Customer. LeaseWeb's records and data shall be the basis for all calculations and determinations in respect of Service Credits.
- To be eligible to receive Service Credits, Customer must cooperate in good faith with LeaseWeb to trace the root cause of the event resulting in the failed Service Level.
- No Service Credit shall be due in case the failed performance metric results from or is caused by Excluded Events.
- Service Credits shall constitute Customer's sole and exclusive legal remedy against LeaseWeb, and shall constitute LeaseWeb's sole liability, in relation to, or in connection with, Service Disruptions, Service Degradation or a failure by LeaseWeb to meet the Service Levels set forth herein, and any such Service Disruptions, Service Degradation or failure shall not be deemed to be a breach by LeaseWeb.