

This Service Specification Schedule sets out the specifications of CDN Services and ancillary Services provided by LeaseWeb, and further details Customer’s and LeaseWeb’s obligations in connection with such Services. LeaseWeb’s general terms and conditions (the “General Conditions”), LeaseWeb’s Support and Service Level Schedule (“Support and Service Level Schedule”), 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 CDN Services and ancillary Services provided by LeaseWeb.

## CHAPTER A. DEFINITIONS

### 1. DEFINITIONS

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

**95<sup>th</sup> Percentile** means the outcome of the mathematical calculation to evaluate the regular and sustained utilization of a connection, according to which: the monthly samples taken every 5 minutes are sorted; the top 5% (approximately 450) samples are discarded; and the highest remaining value is used as the basis for the Service Charge for that month.

**ASN Destination Percentage** means the percentage calculated by dividing (i) the total amount of Traffic in a calendar year to a certain ASN number by (ii) the total amount of Traffic of Customer in a calendar year to all ASN numbers.

**CDN** means a content delivery network, a network of servers that that is configured to deliver Customer’s content to the End Users requesting this content. LeaseWeb may use these servers and associated infrastructure for the provision of services to other customers of LeaseWeb.

**CDN Service** means the services provided by LeaseWeb to Customer through a CDN.

**Committed Bandwidth** means the Bandwidth usage committed to by Customer on a monthly basis, as specified in the Order Form/Order Confirmation. In case no Bandwidth usage is committed in the Order Form/Order Confirmation, the Committed Bandwidth shall be deemed 0 bytes.

**Committed Data Traffic** means the Data Traffic usage committed to by Customer on a monthly basis, as specified in the Order Form/Order Confirmation.

**Extra Bandwidth** means the Utilized Bandwidth on a monthly basis in excess of the Committed Bandwidth. In case no Data Traffic usage is committed in the Order Form/Order Confirmation, the Committed Data Traffic shall be deemed 0 Bytes.

**Extra Data Traffic** means the Utilized Data Traffic on a monthly basis in excess of the Committed Data Traffic.

**Flat Fee** also known as unmetered fee, means a fee structure whereby the use of Outbound CDN Traffic is charged at a fixed rate per month.

**GB** means 1 x10<sup>9</sup> bytes.

**Measured Fee** means a fee structure whereby the use of CDN OutboundTraffic is continuously measured and will be aggregated at the end of each month.

**Outbound CDN Traffic** means transfer of Customer’s content from LeaseWeb’s CDN to the End Users, measured in bytes per month (in case of Data Traffic) or bits per second (in case of Bandwidth).

**Utilized Bandwidth** means the 95<sup>th</sup> Percentile of Outbound CDN Traffic for the relevant month. If LeaseWeb can not determine the utilization by Customer of connections (e.g. in case LeaseWeb does not deliver dedicated edge nodes in respect of the CDN Service), then the number of Mbits representing the 95<sup>th</sup> Percentile shall be the Utilized Data Traffic (measured in GB) divided by 230.

**Utilized Data Traffic** means the sum of all Outbound CDN Traffic for the relevant month.

## CHAPTER B. CDN TRAFFIC

### 1. METHODS OF MEASURING CDN TRAFFIC

1.1. The Service Charge for IP Connectivity shall be charged to Customer on either of the following methodologies:

	<b>DATA TRAFFIC (measured in GB)</b>	<b>BANDWIDTH (measured in bps)</b>
<b>FLAT FEE</b>	N/A	LeaseWeb will invoice Customer a fixed Service Charge for the Bandwidth made available by LeaseWeb to Customer in the respective month, regardless of the amount of Inbound Traffic and/or Outbound Traffic.
<b>MEASURED FEE</b>	LeaseWeb will invoice Customer a fixed Service Charge for the Committed Data Traffic and a separate Service Charge for Extra Data Traffic (if any).	LeaseWeb will invoice Customer a fixed Service Charge for the Committed Bandwidth Data and a separate Service Charge for Extra Bandwidth (if any).

1.2. Extra Data Traffic and Extra Bandwidth will be charged to Customer in accordance with the ‘surcharge rate’ specified in the Order Form/Order Confirmation, or in the absence thereof, in accordance with LeaseWeb’s standard rates.

1.3. Customer is not entitled to receive any restitution in the event the Utilized Data Traffic or Utilized Bandwidth falls below the Committed Data Traffic or Committed Bandwidth respectively, nor is Customer entitled to transfer any unused parts of the Committed Data Traffic or Committed Bandwidth to another month. Committed Data Traffic or Committed Bandwidth can also not be used for any service other than the CDN Service described in the Order Form/Order Confirmation.

1.4. Utilized Data Traffic shall (for the purpose of determining the Service Charge) be rounded up to the full GB upwards.

### 2. UPGRADE / DOWNGRADE / SWITCH

2.1. Subject to the provisions of the Change Order Procedure - set out in Clause 5 of the General Conditions - and the provisions of this Clause 2, Customer may request an upgrade/downgrade/switch with respect to Committed Data Traffic or Committed Bandwidth.

2.2. Subject to LeaseWeb having sufficient capacity at the time of Customer’s request, and without prejudice to the provisions of the Change Order Procedure, Customer shall be allowed to upgrade the Committed Data Traffic or Committed Bandwidth at any time. If LeaseWeb has

determined that it has sufficient capacity to accept Customer's request, the upgrade will become effective: (a) the first day of the month in which LeaseWeb has accepted Customer's request, in the event that Customer's written request was received by LeaseWeb before the 20th day of that month; or (b) the first day of the month following the month in which LeaseWeb has accepted Customer's request, in the event that the Customer's request was received by LeaseWeb on or after the 20<sup>th</sup> day of that month.

- 2.3. Customer is allowed to downgrade the Committed Data Traffic or Committed Bandwidth at the end of the Initial Term or renewal term of the applicable Order.
- 2.4. Without prejudice to the generality of the provisions set out above in Clause 2.1, Customer shall not be entitled to switch between Data Traffic and/or Bandwidth, unless such switch has been accepted in writing by an authorised representative of LeaseWeb.

### 3. MONITORING AND BILLING

- 3.1. LeaseWeb's monitoring system measures Customer's CDN Traffic. The hourly amount of data is displayed on a daily graph. The monitoring system preserves the hourly amount of data for one (1) month. LeaseWeb's invoices shall be based on this data.

## CHAPTER C. OTHER SERVICES

### 4. DOMAIN PROTECTION SERVICE

- 4.1. LeaseWeb offers application firewall, DDoS mitigation and Web application acceleration services using publicly available and proprietary technology that improves website performance, security, and availability ("**Domain Protection Service**"). LeaseWeb also provides Support on the Domain Protection Service as an Additional Service to its Customers.
- 4.2. The Domain Protection Service will be charged separately on a monthly basis as specified in the Order Form.
- 4.3. Upon conclusion of an Order Form and subject to the terms and conditions of the Agreement LeaseWeb shall grant Customer a non-exclusive, non-transferable license during the Term, to use and access the Domain Protection Service, solely in accordance with the Agreement for its own internal use purpose.
- 4.4. In addition to clause 5 of the LeaseWeb Policies, Customer may not: (a) without LeaseWeb's express written permission, introduce software or automated agents or scripts to the Domain Protection Service so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Domain Protection Service; (b) publish any performance or benchmark tests or analyses relating to the Domain Protection Service or the use thereof; or (c) cover or obscure any page or part of the Domain Protection Service via HTML/CSS, scripting, or any other means, if any; or (d) perform a load test, regression test, or penetration test without prior written approval of LeaseWeb.
- 4.5. LeaseWeb will provide each user of the Domain Protection Service a unique username and password to enable such user to access the Domain Protection Service pursuant to the Agreement. Each Customer is entitled to have up to 10 authorized users unless agreed otherwise in writing. LeaseWeb reserves the right to change or update these usernames and passwords in LeaseWeb's sole discretion from time to time. Each authorized user's username and password may only be used to access the Domain Protection Service during one (1) concurrent login session. Customer acknowledges and agrees that (a) only authorized users are entitled to access the Domain Protection Service with their assigned usernames and password provided by LeaseWeb; (b) it will provide to LeaseWeb information and other assistance as necessary to enable LeaseWeb to establish usernames for authorized users, and will verify all authorized user requests for account passwords; (c) each username and password issued to a user will be used only by that authorized user; (d) Customer is responsible for maintaining the confidentiality of all authorized users' usernames and passwords, and is solely responsible for all activities that occur under these authorized usernames; and (e) Customer will notify LeaseWeb promptly of any actual or suspected unauthorized use of any account, username, or passwords, or any other breach or suspected breach of the Order Form or the Agreement. LeaseWeb reserves the right to terminate any username and password that LeaseWeb reasonably determines may have been used by an unauthorized third party. Usernames and passwords cannot be shared or used by more than one individual authorized user, but may be reassigned from time to time to a new authorized user who is replacing a former authorized user who has terminated employment (or otherwise changed job function) and no longer uses the Domain Protection Service.
- 4.6. In addition to the Data Protection clause of the General Conditions LeaseWeb shall not assign, transfer, sell, license, sublicense or grant any of its rights to all traffic data, clickstream information, transmitted Customer content, and other server activity data collected by LeaseWeb in the course of performing the Domain Protection Service; and all analytical product derived therefrom to any other person or entity without the explicit permission of the Customer, other than to its licensors.
- 4.7. Customer agrees and acknowledges that it may install or utilize certain third party apps. These third party apps are provided AS-IS and governed by their own general conditions and privacy policies as set forth by the third parties that provide them. LeaseWeb does not endorse and is not responsible or liable for the services or features provided by these third party apps that Customer may choose to install. Customer acknowledges and agrees that LeaseWeb shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any third party apps.
- 4.8. LeaseWeb may modify the content of Customer's website(s) based on the features or third party apps enabled. For example, LeaseWeb may detect email addresses and replace them with a script in order to keep them from being harvested, or LeaseWeb may insert code to improve page load performance or enable third party apps. Customer acknowledges that LeaseWeb may, based on Customer's settings:
- 4.9. LeaseWeb may intercept requests. Intercept requests determined to be threats and present them with a challenge page.
  - a) Add cookies to Customer's domain to track visitors, such as those who have successfully passed the CAPTCHA on a challenge page.
  - b) Add script to Customer's pages to, for example, add services, Apps, or perform additional performance tracking.
  - c) Other changes to increase performance or security of Customer's website(s).

LeaseWeb will make it clear whenever a feature will modify content and, whenever possible, provide Customer with a mechanism to disable the feature.