

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:
- 95th 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 1×10^9 bytes.
- Gbps or Gbit** means 1×10^9 bits per second.
- MB** means 1×10^6 bytes.
- Mbps or Mbit** means 1×10^6 bits per second.
- 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).
- TB** means 1×10^{12} bytes.
- Utilized Bandwidth** means the 95th 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 95th 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:

	DATA TRAFFIC (measured in GB)	BANDWIDTH (measured in bps)
FLAT FEE	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.
MEASURED FEE	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 20th 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.
- 3.2. In the Customer Portal, Customer will – among other – be able to monitor the hourly, daily, weekly, and monthly graphs of Customer's Data Traffic.