

These General Conditions shall apply to all Quotes, Orders, the Services, the Services Specification, the Support and Service Level Schedule, the LeaseWeb Policies, and any other agreements and/or legal relationships between LeaseWeb and Customer resulting there from or in connection therewith. LeaseWeb expressly rejects the applicability of Customer's general conditions, unless LeaseWeb has expressly accepted the applicability of Customer's general conditions in writing. Differing general conditions of the Customer shall not be applicable. Any amendments to the General Conditions are only legally binding between parties, if both Parties have expressly agreed to such amendments in writing. These General Conditions are applicable to consumers only. For non-consumers LeaseWeb's other B2B General Terms shall apply.

1. DEFINITIONS

In these General Conditions, the Services Specification, the Support and Service Level Schedule, the Order(s) and the LeaseWeb Policies, the following words and expressions have the following meanings:

Affiliate means, with regard to any entity, any other entity that (directly or indirectly) Controls, is Controlled by, or is under common Control with such entity.

Agreement means each Order, including the LeaseWeb Policies, the Services Specification, the Support and Service Level Schedule and all other schedules thereto, pursuant to which LeaseWeb shall provide certain (internet) services to Customer, which Services are indicated on the Order Form(s) or the Order Confirmation.

API means the application programming interface (or similar technology), through which Customer can access or communicate with LeaseWeb and/or LeaseWeb's servers and through which Customer may place API Orders.

API Order means the Order that comes into existence upon LeaseWeb's acceptance of a Purchase Order that has been submitted by Customer to LeaseWeb through the API. The Order Confirmation for the API Order shall set forth the Services and/or Equipment Customer purchased or leased from LeaseWeb and the relevant details.

Bandwidth means the amount of data that is to be carried from one point to another in a second, expressed in bits per second (bps).

Business Day means Mondays to Fridays, with the exception of official public holidays in the Federal State of Hessen, Germany.

Business Hours means the period between 08.30 hours and 17.30 hours on a Business Day.

Colocated Equipment means Equipment owned by Customer that is from time to time installed by Customer at a Data Center pursuant to the Agreement.

Colocation Service means a non-exclusive right to install and retain the Colocated Equipment in the Housing Space, granted by LeaseWeb to Customer with effect from the RFS Date for the duration of the Term.

Control means the possession of power, directly or indirectly, to direct or cause the direction of the management and policies of an entity, whether through ownership of voting rights, by contract or otherwise.

Customer means any natural person acting as a professional (i.e. not as a consumer) or legal entity that gives an assignment to LeaseWeb with respect to the provision of services by LeaseWeb.

Customer Portal means the online services portal operated by LeaseWeb Global B.V., available at <https://secure.leaseweb.nl/auth/customer/login> or at an alternate website identified by LeaseWeb Global B.V.

Data Center means a data center out of which or within which LeaseWeb provides Services.

Data Traffic means the sum of data that is transmitted to and from Customer's infrastructure, measured in Bytes.

Dedicated Equipment means Equipment leased from time to time by Customer from LeaseWeb pursuant to the Agreement.

Delivery Date means the date on which LeaseWeb shall deliver the Equipment that is sold by LeaseWeb to Customer, as specified in the Order Form or Order Confirmation.

Effective Date means the date on which an Order becomes effective and the Term commences, as specified in Order Form or Order Confirmation.

Emergency means any situation which poses an immediate risk to: (i) a person or persons; (ii) the Data Center; (iii) the provision of one or more of the Services; (iv) the Equipment; and/or (v) the provision of services by LeaseWeb to other customers.

End User means any client of Customer or other user of Customer's services, as well as any other person or (legal) entity who obtains access to Services via Customer.

Equipment means any equipment, including but not limited to: computer hardware, telecommunications hardware, Interconnection Points, accessories, attachments, alterations of and spare parts for that equipment.

Force Majeure means any event outside the reasonable control of a Party affecting its ability to perform any of its obligations (other than payment) under the Agreement, including: acts of God; acts of terrorists; acts of war; outbreak of hostilities; sabotage; civil disorder; riots; a restriction, condition, order, direction, action or request of or imposed by any court, government or authority or instrumentality thereof; strikes or other labour unrest; fires; floods; earthquakes; storms; lightning, any interruption in the supply of electrical energy to the Data Center; restrictions related to an outbreak of disease (such as avian influenza viruses or the H1N1 flu); epidemics; shortage of materials; unavailability or delay in delivery not resulting from the responsible Party's failure to timely place orders therefore; equipment failures; lack of or delay in transportation; failure of a third party to grant a required right-of-way permit, assessment or other required authorization; acts or omissions of vendors or suppliers; changes in law or government policy; and other unforeseeable circumstances, provided however that Force Majeure shall not include any labour problems or strikes relating to the workforce of Customer or its suppliers or subcontractors.

General Conditions means these terms and conditions, including the preamble preceding clause 1.

HICP means the Harmonised Index of Consumer Prices for member states of the European Union who have adopted the Euro.

Initial Term means the Term for which the Order is initially entered into, as specified in the Order Form/Order Confirmation.

Intellectual Property Rights means any patent, copyright, trademark, trade name, service mark, moral right, database right, trade secret, knowhow and any and all other intellectual property right whether registered or not or capable of registration and whether subsisting in the country of LeaseWeb's principal place of business or any other part of the world together with any and all goodwill relating thereto.

Interconnection Point means a port on LeaseWeb's switch and/or router and/or firewall and/or load balancer located in the Data Center, at which point the responsibility of the data stream transport is transferred from LeaseWeb to Customer.

LeaseWeb in relation to Service(s) and/or Equipment provided to Customer it means LeaseWeb Deutschland GmbH, a private company with limited liability, incorporated under the laws of the Federal Republic of Germany, with its registered office (Sitz) in Frankfurt am Main, Germany; and in relation to the Customer Portal means LeaseWeb Global B.V., a private company with limited liability, incorporated under the laws of the Netherlands, with its registered seat at Amsterdam, the Netherlands.

LeaseWeb Policies means the policies and guidelines applied from time to time by LeaseWeb in its relationship with Customer.

Maintenance means maintenance, repairs, modifications or upgrades performed by LeaseWeb from time to time on the Network.

Maintenance Window means the timeframe in which LeaseWeb schedules the performance of Maintenance. Unless specifically agreed otherwise in writing by the Parties, the Maintenance Window is every day, between the hours of 20:00 until 08:00 CE(S)T, whereby LeaseWeb will preferably schedule Maintenance during the weekend between the hours of 01:00 until 06:00 CE(S)T.

Network means the telecommunications network, which is comprised of all infrastructure Equipment (i.e. Equipment that supports the flow and processing of information, including storage, servers and networking components) owned or leased by LeaseWeb within each active LeaseWeb POP or LeaseWeb's Affiliates POP, all LeaseWeb wiring within each active LeaseWeb POP or LeaseWeb's Affiliate's POP, power supplies owned or controlled by LeaseWeb in each POP, and all telecommunications circuits owned or leased by LeaseWeb between active LeaseWeb POPs and active POPs of LeaseWeb's Affiliates. For the avoidance of doubt: the Network does not include Equipment owned, leased, or controlled by Customer, telecommunications circuits or networks (including, without limitation, local access loops) between a LeaseWeb POP and a Customer location or between Customer locations, interconnections between Customer's network and the Network, or any networks, network equipment, or telecommunications circuits not owned or controlled by LeaseWeb.

Order means the agreement that comes into existence: (i) upon the written acceptance by Customer of a Quote; or (ii) in the manner specified in Clause 4.

Order Confirmation means a communication from LeaseWeb to Customer, made via email, through the Customer Portal or otherwise, to notify Customer that Customer's Web Order or API Order has been accepted by LeaseWeb. The Order Confirmation shall set out the Services and/or Equipment Customer purchased or leased from LeaseWeb and the relevant details.

Order Form means the document, in standard LeaseWeb layout, in which LeaseWeb has itemised which Services and/or Equipment will be sold or given into use or lease by LeaseWeb to Customer, including the prices, RFS Date, etc.

Parties means LeaseWeb and Customer, each a "Party".

POP means a 'point of presence', i.e. an access point to the Internet.

Purchase Order means the document in which Customer has itemised which Services and/or Equipment it intends to purchase or lease from LeaseWeb.

Quote means any offer, quote, proposal and/or tender-bid made by LeaseWeb.

Quote Sheet means the document, in standard LeaseWeb layout, in which LeaseWeb specifies a Quote. A Quote Sheet shall be deemed an Order Form upon (written) acceptance of such Quote Sheet by Customer.

RFS Date means the ready for service date, i.e. the date as of which LeaseWeb enables Customer to use the Services for the first time, as specified in the Order Form/Order Confirmation.

Service Charges means the charges, fees, costs and expenses payable under the Agreement by Customer to LeaseWeb for the provision of Services and the same arising out of Customer's use of the Services, including recurring and non-recurring charges, set out in the Services Specification and the Order.

Service Credits means a credit, calculated in accordance with the Support and Service Level Schedule, applied to Customer's account, and to be used as credit against future invoices.

Service Disruption an interruption or degradation in the provision of one or more Services by LeaseWeb to Customer; provided that such interruption or degradation is not the result of an Excluded Event (as defined in the Support and Service Level Schedule).

Service Levels means the performance metrics with respect to the Services, as set forth in the Order and the Support and Service Level Schedule.

Services means the services to be provided by LeaseWeb to Customer, as agreed and specified in an Order Form/Order Confirmation.

Services Specification means the document in which LeaseWeb has set out and specified the services offered by LeaseWeb, as well as the manner in which the services should be used, which document may be amended from time to time.

Support and Service Level Schedule means the document in which LeaseWeb has specified the available Service Levels, which document may be amended from time to time.

Term means the period for which the Agreement and/or an Order has been entered into, starting on the Effective Date.

Test means a trial or test performed on the Network in order to verify and ensure the proper performance thereof.

Web Order means the Order that comes into existence upon LeaseWeb's acceptance of a Purchase Order that has been submitted by Customer to LeaseWeb by completing the online purchase process on LeaseWeb's website or the Customer Portal. The Order Confirmation for the Web Order shall set out the Services and/or Equipment Customer purchased or leased from LeaseWeb and the relevant details.

2. DOCUMENT STRUCTURE

2.1 In general, the Agreement will consist of the following documents, whereby in the event of any inconsistency or conflict between or among provisions of the following documents, the contents of the document first listed shall have precedence and shall prevail over the documents listed later, in descending order:

- a) The Change Order Form (only in relation to the relevant Order Form);
- b) The Order Form/the Order Confirmation;
- c) The Services Specification;
- d) The Support and Service Level Schedule;
- e) The General Conditions; and
- f) The LeaseWeb Policies.

2.2 If LeaseWeb has accepted the applicability of Customer's general conditions in writing, and there is a conflict or inconsistency between any of the provisions of these General Conditions and one or more of the provisions of Customer's general conditions, the provisions of these General Conditions shall prevail.

2.3 LeaseWeb is entitled to amend the General Conditions, the Services Specification, the Support and Service Level Schedule and the LeaseWeb Policies. Such amendment also applies to existing Orders for Services, unless LeaseWeb states otherwise. The amendments come into effect thirty (30) days after the announcement or on a later date stated in the announcement. The announcement may be made through the Customer Portal and/or the API. If Customer does not wish to accept an amendment that relates to an existing Order, it can terminate the Agreement in relation to that existing Order with effect from the date on which the amendment comes into force. The written cancellation must have been received by LeaseWeb within fourteen (14) days after LeaseWeb's announcement of the amendments. No such termination rights shall exist if: (a) the amendment is solely for the benefit of the Customer; (b) Customer is offered the option to refuse the amendment; (c) the amendments are required by law; or (d) the amendment does not adversely affect Customer's use of the Services.

3. SCOPE OF SERVICES

3.1 Subject matter of the Agreement, scope of Services and description of Services result from the description of Services as given in the Order Form, the General Conditions, the individual service descriptions and the descriptions on the website of LeaseWeb. Facts given in the description of Services don't represent an acceptance of a guarantee with regard to a certain character of Services rendered by LeaseWeb. Nature and scope of available Service Levels are included in the Support and Service Level Schedule. Service Levels are Services that can be ordered additionally by the Customer and which have to be remunerated additionally.

3.2 Presentation of Services on LeaseWeb websites does not represent a binding offer, but an invitation to order/to establish contact.

3.3 Consumers are made aware that Colocation Services are only offered to entrepreneurs. Consumers wishing to order such

Services need to confirm, that they're acting as a entrepreneur or for and on behalf of a legal entity. Provision of such Services will be subject to LeaseWeb's B2B Terms and Conditions.

4. QUOTES AND ORDER PROCEDURE

- 4.1 In the event that Customer wishes to purchase or lease Services or Equipment from LeaseWeb, Customer shall either (i) place a Purchase Order with LeaseWeb to that effect; or (ii) request LeaseWeb to provide a Quote.
- 4.2 Any Purchase Order made by Customer shall be submitted (i) in writing, by facsimile or by email; or (ii) by completing the online purchase process on LeaseWeb's website (www.leaseweb.com); (iii) by means of or through the Customer Portal; or (iv) through the API. To place Web Orders and/or API Orders with LeaseWeb, the Customer has to be registered with LeaseWeb.
- 4.3 The Customer can choose Services from the Service offering provided by LeaseWeb and collect these Services by using the shopping cart button. Depending on the Services chosen by the Customer, Services with regard to (i) Equipment, (ii) Software, (iii) network configuration as well as (iv) chosen SLA level can be configured more detailed. By using the button "order subject to costs" the Customer provides a binding offer with regard to the purchase of the Services collected in the shopping basket. The Customer is at all times able to review and change data before sending the binding offer. The binding offer can only be effected after using the button "general conditions accepted" and herewith accepting the General Conditions within the offer. Within the first Order, the Customer generates an account in which he can login to the Customer Portal by using his customer number and password (the "Login Data"). The Customer is bound to provide correct and complete information with regard to registration and to provide LeaseWeb immediately with any changes of data during the term of contract. The use of the Customer Portal and the Login Data are subject to separate Terms of Use of LeaseWeb Global B.V.
- 4.4 Hereupon, LeaseWeb sends an automatic notice of receipt via e-mail to the Customer providing again data of the Order which can be printed by the Customer by using the function "print". The automatically sent notice of receipt only proves receipt of the Order by LeaseWeb but doesn't represent any conclusion of contract.
- 4.5 If ordered Services cannot be delivered/rendered by LeaseWeb, LeaseWeb will immediately inform the Customer hereof. In this case, no contract is concluded between the parties.
- 4.6 As soon as LeaseWeb confirms the order by email, the Order shall be concluded.
- 4.7 The Customer can order additional Services by using his Login Data at any time.

5. CHANGE ORDER PROCEDURE

- 5.1 During the Term of an Order, Customer may submit a change request. Customer should submit its change request in writing, by facsimile or by email to LeaseWeb for the attention of the Sales Department. Every change request is subject to acceptance and approval by LeaseWeb, which may be granted or withheld at LeaseWeb's sole discretion.
- 5.2 Any acceptance and approval of a change request shall only be valid if confirmed in writing by an authorised representative of LeaseWeb. As a general rule, any such confirmation will be made by means of a Change Order Form.
- 5.3 LeaseWeb shall be entitled to set conditions to its acceptance and approval of the change request, e.g. adjustment of the Service Charges, payment by Customer of a charge for administrative activities and/or payment by Customer of any other non-recurring charges in relation to effecting the change. Such conditions, adjustment and charges will be specified in the Change Order Form.

6. DELIVERY OF EQUIPMENT AND SERVICES

- 6.1 LeaseWeb shall use commercially reasonable efforts to ensure that:
 - a) the Services will be ready for Customer's use on the RFS Date; and
 - b) any Equipment sold by LeaseWeb to Customer will be delivered on the Delivery Date at the Data Center, as specified in the Order Form/Order Confirmation.In view of the foregoing, Customer acknowledges that both the RFS Date and the Delivery Date are target dates, subject to change due to unforeseeable impediments.
- 6.2 LeaseWeb shall notify the Customer of any delays in the RFS Date, by giving written notice to Customer, taking into account a notice period of at least five (5) days asking the Customer to declare within a reasonable period of time, whether he still insists on delivery or whether he intends to cancel the contract in accordance with Clause 17.3.

7. USE OF SERVICES AND EQUIPMENT

- 7.1 Customer shall at all times use the Services and/or Equipment in compliance with all relevant laws and the LeaseWeb Policies. Customer shall not permit any third party (including Customer's End Users) to use the Services for any improper or unlawful purpose.
- 7.2 Customer acknowledges that LeaseWeb exercises no control over - and that LeaseWeb accepts no responsibility for - the content of information and communications, in whatever form, transmitted by Customer over the Network.
- 7.3 Customer acknowledges that, by offering or providing the Services, LeaseWeb does not publish or otherwise provide Customer's content to any End Users. Customer agrees that Customer shall, at all times, be solely responsible for all text, graphics, sound, video, data and any aspect of Customer's content. Furthermore, the Customer acknowledges that LeaseWeb will not use content of the Customer in any way if not agreed in the concluded Order.
- 7.4 The Customer acknowledges that there is no third party liability by LeaseWeb regarding content published by the Customer in connection of hosting Services provided by LeaseWeb. The Customer is exclusively liable for any text, graphics, sounds, videos or other information and data provided on his website and/or hosted on Customer's server.
- 7.5 Customer's use of any information obtained via the Network is at Customer's own risk. LeaseWeb specifically denies any responsibility for the accuracy or quality of information obtained through its Services.

8. PERSONAL DATA / DATA PROTECTION

- 8.1 Customer acknowledges that LeaseWeb may, by virtue of providing the Services, come into possession of, or have access to, personal data. The Parties intend that the Customer shall be the data controller and that LeaseWeb shall be a data processor in relation to such personal data.
- 8.2 Customer acknowledges and agrees that LeaseWeb shall, for the performance of LeaseWeb's obligations under the Agreement and the exercise of LeaseWeb's rights under the Agreement, be entitled to process personal data, provided that LeaseWeb complies with the applicable data protection laws.

9. TERMS OF PAYMENT

- 9.1 For Equipment purchased by Customer from LeaseWeb, Customer shall pay to LeaseWeb the purchase price specified in the (Web) Order Form. For the use of the Services, Customer shall pay to LeaseWeb the Service Charges. Prices contain legal value added tax and further price components.
- 9.2 LeaseWeb reserves the right to increase prices according to a factual increase of labor expenses or general costs with regard to telecommunication or IT-industry after conclusion of the Order. The Customer will be informed of the aforementioned changes

before becoming effective. The change becomes effective as of the month following to the information of the Customer. In case aforementioned changes lead to an increase of the agreed price of more than 10% within one year, the Customer is entitled to terminate the Order by written notice with immediate effect within one (1) month after being informed on the relevant increase of price. Miscalculation or other false estimation with regard to relevant markets caused by LeaseWeb, do not entitle LeaseWeb to increase prices unilaterally if they emerge retroactively.

- 9.3 In addition to Clause 9.1, LeaseWeb shall be entitled to pass on changes in any (license) fees or prices or charges for (software)products: (i) used by LeaseWeb in the provision of Service to Customer; (ii) or licensed or resold by LeaseWeb to Customer.
- 9.4 All Prices can be reviewed by the Customer during the Web Order process.
- 9.5 Unless specified otherwise in the Order Form, LeaseWeb will invoice:
- the purchase price of any Equipment sold by LeaseWeb to Customer, upon the Effective Date of the Order;
 - setup charges, Service activation charges and any other non-recurring initial charges, upon the RFS Date or upon the Effective Date, whichever is earlier; and
 - all recurring Service Charges, e.g. with respect to the usage of Bandwidth and/or Data Traffic, as of the RFS Date or the Effective Date (whichever is earlier), and monthly in advance thereafter, with the exception of use of Services above the agreed levels of Service and/or additional services which will be invoiced monthly in arrears.
- 9.6 Payments for ordered Services are due in advance regarding the agreed invoicing period except payments concern usage-dependent services (e.g. traffic that has to be remunerated additionally). In relation to any Equipment purchased by Customer from LeaseWeb, LeaseWeb may require Customer to make a pre-payment.
- 9.7 Invoices are transmitted to the Customer via e-mail (PDF format).
- 9.8 Unless specified otherwise in the Order Form, all invoices sent by LeaseWeb to Customer are payable by Customer to LeaseWeb within fourteen (14) days of the date of the invoice by Customer.
- 9.9 The method of payment is specified in the Order Form. In case of Direct Debit or Credit Card, Customer authorizes LeaseWeb to charge Customer's bank account or Credit Card for the Service Charges.
- 9.10 In case of grant of a direct debit mandate, LeaseWeb is entitled to debit due amounts directly from the account of the Customer until the grant is revoked. If a debit fails due to reasons in responsibility of the Customer, the Customer is bound to compensate LeaseWeb for resulting additional costs. This also applies in case a payment via credit card fails under responsibility of the Customer.
- 9.11 If Customer does not pay an invoice within the payment term, Customer shall be in default by operation of law and LeaseWeb will, without a warning or notice of default being required, be entitled to demand default interest in the amount of five percent (5%) over the base rate p.a., without prejudice to LeaseWeb's other rights and remedies.
- 9.12 The parties agree – to compensate damages – a lump-sum of € 3,00 for every collection letter sent by LeaseWeb. LeaseWeb reserves the right of further claims in case of exceeding damages, if proof is given that extraordinary high damage was caused in a concrete matter. Customer reserves right to prove that no damage or only a minor damage was caused.

10. TEMPORARY SUSPENSION

- 10.1 LeaseWeb shall be entitled to immediately suspend temporarily the provision of any of the Services and/or to suspend Customer's right to access or use the Customer Portal and/or the API and/or to suspend Customer's right to access to the

Equipment, on giving written notice to Customer, in the event that:

- LeaseWeb receives an order or ruling or decision to that effect from a court, any law enforcement authority or any (other) governmental authority;
 - Customer is in breach of the Acceptable Use Policy (part of the LeaseWeb Policies), and fails to take (timely) remedial action in accordance with the Abuse Policy (part of the LeaseWeb Policies) after receipt of a notice from LeaseWeb, provided always that LeaseWeb may immediately suspend Services without providing a remedy period if the continued provision of Services may subject LeaseWeb to liability vis-à-vis third parties, and/or may cause an Emergency;
 - Customer's consumption of Data Traffic or Bandwidth exceeds the Committed Data Traffic or the Committed Bandwidth (specified in the Order Form/Order Confirmation), as the case may be, and Customer fails to reduce such consumption to a level on or below the Committed Data Traffic or the Committed Bandwidth, as the case may be, within three (3) days after having received notice thereon;
 - Customer has failed to maintain the licenses, permits, and authorizations required to use the Services and/or the Equipment and fails to remedy such failure within seven (7) days after having received written notice thereon;
 - Customer does not cooperate with any investigation of Customer's alleged improper or unlawful use of the Services, the Network or other networks accessed through LeaseWeb, and fails to remedy such breach within seven (7) days after having received written notice thereon;
 - Customer does not pay an invoice within the payment term and fails to pay such invoice within a period of seven (7) days after having received notice thereon;
 - the Services, software, or Equipment are exported or used in a country, or used by a Customer or an End User, in violation of the restrictions referenced in clause 13.8; and/or
 - Customer is in breach of any of the other provisions of the Agreement and Customer fails to remedy such breach within a period of fourteen (14) days after having received written notice thereon, provided always that LeaseWeb may immediately suspend Services without providing a remedy period if the continued provision of Services may subject LeaseWeb to liability vis-à-vis third parties, and/or may cause an Emergency.
- 10.2 In addition to Clause 10.1, in the event that Customer is in default of its payment obligations towards LeaseWeb, LeaseWeb shall - upon three (3) days prior written notice- be entitled to:
- limit Customer's consumption of Data Traffic or Bandwidth; and/or
 - suspend Customer's right to access or use the Customer Portal and/or the API; and/or
 - suspend the provision of support Services.
- 10.3 LeaseWeb shall be entitled to continue the suspension or limitation described in Clause 10.1 and Clause 10.2 until: (i) Customer has remedied the breach and has paid the deactivation charge specified in Clause 10.4; or (ii) the Agreement has been terminated in accordance with Clause 17.
- 10.4 Following suspension in accordance with this Clause 10, LeaseWeb may claim -and Customer shall pay upon demand- a deactivation charge in the amount of one hundred and twenty five Euros (€ 125.--), in relation to the (administrative) activities performed in order to suspend and – if applicable – to recommence the provision of the Services and/or Customer's (right to) access to the Equipment.

11. DYSFUNCTIONS/FAILINGS/IMPAIRMENTS

- 11.1 LeaseWeb excludes any liability regardless of negligence or fault regarding initial default of a server in case of provision of dedicated servers or storage space on servers.
- 11.2 Following, subsequent objections with regard to obvious or hidden defaults are excluded.

- 11.3 Immediately on becoming aware of a Service Disruption, Customer shall notify LeaseWeb by e-mail and by telephone of the Service Disruption and shall provide LeaseWeb with the appropriate information in accordance with Chapter B of the Support and Service Level Schedule.
- 11.4 Following notification by Customer in accordance with Clause 11.3, LeaseWeb shall:
- notify Customer of the estimated timescale for restoration of the affected Services, on LeaseWeb's website and via e-mail;
 - use its best endeavours to end the Service Disruption and to restore the affected Services; and – as necessary -
 - provide Customer with information updates on its progress to end the Service Disruption.
- 11.5 Instead of restoring a Service, LeaseWeb may elect to substitute such affected Service by a reasonably equivalent Service.
- 11.6 In the event of a Service Disruption, Customer may be entitled to compensation in the form of a Service Credit as specified in the Support and Service Level Schedule.
- 11.7 Performances and Services that are provided by LeaseWeb cost free – such as the Customer Portal - can be stopped and/or modified at any time without advance notice. With regard to cost free performances and Services, LeaseWeb only owes the effort to run these performances and Services.

12. MAINTENANCE AND TESTING

- 12.1 LeaseWeb reserves the right to suspend the Services and may suspend Customer's right to access to the Equipment in order to perform Maintenance.
- 12.2 Customer acknowledges that LeaseWeb will from time to time have to perform Maintenance in order to ensure a proper performance of the Network, Data Center and the Services and that such Maintenance may affect the provision of the Services to Customer.
- 12.3 If LeaseWeb expects scheduled Maintenance, referred to in Clause 12.2, to affect the provision of the Services and/or access to the Equipment, LeaseWeb shall:
- to the extent reasonably possible - provide at least three (3) days prior notice to Customer of the intended Maintenance;
 - to the extent reasonably practicable - schedule such Maintenance and any related suspension of the Services and/or access to the Equipment within the Maintenance Window, so as to minimize any adverse effect of the Maintenance on Customer's use of the Services and/or access to the Equipment; and
 - endeavour to keep the duration of any interruption or suspension or degradation in the provision of the Services and/or Customer's access to the Equipment as short as possible.
- 12.4 If LeaseWeb does not expect scheduled Maintenance, referred to in Clause 12.2, to affect the provision of the Services and/or access to the Equipment, LeaseWeb shall be entitled to perform such Maintenance at any time, without taking into account a notice period.
- 12.5 Customer acknowledges that LeaseWeb may from time to time have to perform non-scheduled Maintenance, in order to resolve or prevent an Emergency. LeaseWeb shall be entitled to perform such Maintenance at any time, without taking into account a notice period. LeaseWeb shall in such case notify Customer of such Emergency and the need to perform Maintenance without undue delay.
- 12.6 Customer acknowledges that LeaseWeb will from time to time perform Tests and that Tests may be performed at any time, without taking into account a notice period.

13. WARRANTIES

- 13.1 Each Party warrants that it:
- shall comply with all relevant laws in providing or using (as appropriate) the Services;
 - shall use or provide (as appropriate) the Services with all due skill, care and diligence, at least in accordance with good industry practice.
- 13.2 Customer warrants that it owns or has the right to use and offer the content stored on the LeaseWeb infrastructure and/or transmitted by Customer over the Network.
- 13.3 With respect to software licensed or resold or otherwise given into use by LeaseWeb to Customer, Customer warrants, represents and undertakes that it shall comply with the provisions of any end user license agreement related to such software.
- 13.4 With respect to the Equipment sold by LeaseWeb to Customer, LeaseWeb will provide a hardware warranty to Customer that is equivalent or equal to the warranty granted to LeaseWeb by the manufacturer / supplier of such Equipment. To the extent possible:
- LeaseWeb will transfer to Customer and Customer will accept the warranty that LeaseWeb has received from the manufacturer / supplier of the Equipment; or
 - LeaseWeb will arrange that the manufacturer / supplier of the Equipment grants such warranty directly to Customer.
- 13.5 With respect to software licensed or sublicensed or otherwise given in to use or provided to Customer by LeaseWeb, LeaseWeb will provide a (software) warranty that is equivalent or equal to the warranty granted to LeaseWeb by the manufacturer / supplier of such software. To the extent possible:
- LeaseWeb will transfer to Customer and Customer will accept the warranty that LeaseWeb has received from the manufacturer / supplier of the software; or
 - LeaseWeb will arrange that the manufacturer / supplier of the software grants such warranty directly to Customer.
- 13.6 Without limiting Clause 13.5, the Customer Portal (including the use thereof, and the related services) is provided 'as is'; and otherwise LeaseWeb hereby disclaims any and all warranties of any kind, whether express or implied, relating to the Customer Portal and the API, the software used therein or as part thereof, and any data accessed there from, including any implied warranties of title, satisfactory quality, fitness for a particular purpose and non-infringement.
- 13.7 Notwithstanding Clause 13.5 and Clause 13.6, LeaseWeb does not warrant that the Customer Portal, the API, the software used therein or as part thereof, or the related services, or the Customer's use thereof, are or will be error free or will operate without interruption.
- 13.8 The Services, software and Equipment may be subject to international rules that govern the export of Services, software and Equipment. Customer warrants that it shall comply with all end-user, end-use, or destination restrictions issued by national governments or similar bodies, and restrictions on embargoed nations.
- 13.9 Warranties shall not apply for or to:
- any harm or personal injury to Customer or Customer's employees, clients, representatives or agents, except when such harm or personal injury is the direct result of gross negligence or wilful misconduct on the part of LeaseWeb; any transaction, which Customer may enter into with a third party using the Services;
 - the contents of any information and/or communications transmitted via the Equipment and/or Services or for any information or content on the Internet;
 - the contents of any information and communication, in whatever form, transmitted by Customer over the Network;
 - the accuracy or quality of information obtained through the Services;
 - damage that is the direct or indirect result of the actions of Customer contrary to (one of) its obligations under the Agreement;
 - damage that is the direct or indirect result of an inaccuracy of the information provided by or on behalf of Customer;

- g) damage that is the direct or indirect result of the suspension of Services by LeaseWeb, as referred to in Clause 10 and Clause 12;
- h) damage that is the direct or indirect result of the Customer Portal and/or API being (temporarily) offline or otherwise unavailable;
- i) damage that is the direct or indirect result of the Customer's use of the Customer Portal or the API;
- j) damage that is the direct or indirect result of a Denial-of-Service (DoS) attack, or other attack that results in a peak in data traffic, or any damage resulting from successful or unsuccessful hack attempts, regardless whether protected by an SSL certificate or (hardware) firewall provided by or through LeaseWeb.

14. INDEMNIFICATION

- 14.1 Without limiting any other legal remedy available to LeaseWeb, Customer shall indemnify and hold harmless LeaseWeb against all actions, losses, costs, damages, awards, expenses, fines, fees (including legal fees - including attorney and collection agency fees - incurred and/or awarded against LeaseWeb), proceedings, claims or demands brought or threatened against LeaseWeb by a third party: (i) related to content stored or transmitted through the Services; (ii) arising out of the use by Customer of the Services; (iii) related to any willful or negligent act or omission of Customer.
- 14.2 In respect of the indemnification under clause 14, Customer shall at its sole expense (A) provide LeaseWeb with full authority, information and assistance as is reasonably necessary for the defence, compromise or settlement of the third party claims; and (B) at the request of LeaseWeb, take those steps that are reasonably required to put LeaseWeb in the financial position it would have been in if said third party claim did not occur.

15. LIMITATION OF LIABILITY

- 15.1 If subsequent provisions don't differ, liability is governed by legal provisions.
- 15.2 Liability for damages caused by gross negligence or intent of a party or assistant or representative and for damages resulting from the injury of life, body or health is unlimited with regard to the amount.
- 15.3 In all other cases parties are only liable if an essential contractual obligation is breached which enables execution of the Order and on whose fulfilment the other Party could rely (cardinal obligation), but only amounting to the typical foreseeable damage.
- 15.4 It is the sole responsibility of Customer to perform regular backups of all its data stored with LeaseWeb and to store such backups in a safe and secure location. Customer shall use standardized backup Software to perform backups, while the actual backup shall be stored on Customer's own storage media. LeaseWeb does not offer any consultation in this respect. In case of data loss caused by LeaseWeb, LeaseWeb's liability shall be restricted to the amount necessary to reproduce data from the Customer's backups.
- 15.5 Towards consumers, legal period of limitation shall apply.
- 15.6 Liability according to the Product Liability Act, the Telecommunications Act and other imperative legal provisions remains unaffected.

16. TERM / RENEWAL

- 16.1 The term of performances and Services results from the contractual description of performances and Services. These are also announced to the Customer during Web Order API Order process.
- 16.2 At the end of the Initial Term of an API Order or a Web Order, the Order shall be renewed for successive terms equal to the Initial Term, unless either Party notifies the other in writing that it does

not agree to renewal of the Order, taking into account a notice period of at least:

- a) one (1) hour, provided that such notice is submitted by means of the Customer Portal or the API; or
 - b) five (5) Business Days, in the event that notice is submitted by other means than the Customer Portal or the API.
- 16.3 At the end of the Initial Term of a non-Web/non-API Order, the Order shall be renewed for successive terms equal to the Initial Term, unless either Party notifies the other in writing that it does not agree to renewal of the Order, taking into account a notice period of at least:
- a) one (1) hour, in the event of an Initial Term / Renewal term of one (1) month, provided that such notice is submitted by means of the Customer Portal or the API;
 - b) five (5) Business Days, in the event of an Initial Term / Renewal term of one (1) month, in the event that notice is submitted by other means than the Customer Portal or the API;
 - c) two (2) months, in the event of an Initial Term / Renewal term of three months.

17. TERMINATION

- 17.1 A Party is entitled to terminate the Agreement by giving written notice to the other Party, without an obligation to take into account a notice period, if:
- a) the other Party is in breach of any of the other terms of the Agreement and –if and to the extent such breach can be remedied- fails to remedy such breach within a period of thirty (30) days after having received notice with respect to the breach; and/or
 - b) the other Party is unable to perform its obligations due to an event of Force Majeure, provided that the event of Force Majeure has lasted more than sixty (60) days and the Parties are unable to reach a temporary solution for the Force Majeure period in spite of having negotiated in good faith with respect to such temporary solution.
- 17.2 LeaseWeb is entitled to terminate the Agreement with immediate effect, by giving written notice to Customer, without an obligation to take into account a notice period, in the event:
- a) the provision of the Services and/or access to the Equipment has been suspended in according with Clause 10.1 for seven (7) or more consecutive days; and/or
 - b) in the event the continued provision of the Services under the Agreement cannot reasonably be expected from LeaseWeb, e.g. if (i) Customer or its End User has – according to LeaseWeb's findings- repeatedly breached the Acceptable Use Policy; and/or (ii) the continued provision of the Services may subject LeaseWeb to a third party claim; and/or
 - c) Customer in breach of any of the other terms of the Agreement and –if and to the extent that the breach can be remedied- fails to remedy such breach within a period of thirty (30) days after having received notice with respect to the breach; and/or
 - d) Customer does not pay an invoice within the payment term and fails to pay such invoice, plus the interest referred to in Clause 9.11, within a period of fourteen (14) days after having received notice thereof; and/or
 - e) a court has ruled or decided, or LeaseWeb reasonably expects that a court will rule or decide, that the provision of any Service infringes upon the Intellectual Property Rights of a third party; and/or
 - f) LeaseWeb has good reasons to fear that Customer will materially breach its obligations under the Agreement, and Customer does not, within three (3) Business Days upon written request, confirm to LeaseWeb in writing that it will fully perform in conformity with its obligations under the Agreement.
- 17.3 Customer shall be entitled to terminate the relevant Order with immediate effect, by giving written notice to LeaseWeb, without an obligation to take into account a notice period, if:

- a) LeaseWeb unilaterally delays the RFS Date, and such delay lasts for thirty (30) days after having received a notification of Customer's intention to terminate; and/or
- b) LeaseWeb fails to remedy a Service Disruption that results in the Service provided under the Order being fully unavailable or unusable, within thirty (30) days after having received a notification of Customer's intention to terminate.

The statutory right of both Parties to extraordinary termination for good cause, without adherence to a termination period, remains unaffected.

18. CONSEQUENCES OF TERMINATION

- 18.1 Termination or expiration of the Agreement shall be without prejudice to any rights or remedies available to, or obligations or liabilities accrued to the Parties, as at the date of termination or expiration.
- 18.2 Upon expiration or termination of the Agreement, the following applies:
 - a) LeaseWeb shall cease to provide all Services;
 - b) LeaseWeb shall be entitled to erase and delete any and all data of Customer -and any and all data of Customer's End Users- from LeaseWeb's Equipment, including from the Dedicated Equipment;
 - c) LeaseWeb shall be entitled to make the Dedicated Equipment available for use by other Customers;
 - d) all sums due to LeaseWeb up to the date of termination shall become due and payable in full immediately;
 - e) Customer shall ensure that all (Internet) domains which have been registered through LeaseWeb are transferred to another registrar.
- 18.3 If Customer has not transferred the (Internet) domains to another registrar ultimately within five (5) Business Days of the date of expiration or termination of the Agreement, in accordance with Clause 18.2e), LeaseWeb shall be entitled to deregister or cancel the registration of such (Internet) domains, without any obligation to provide Customer prior notice thereof.
- 18.4 In the event that LeaseWeb terminates the Agreement in accordance with Clause 17.1, 17.2a), 17.2b), 17.2c), 17.2d) or 17.2f), Customer shall – without prejudice to any other rights or remedies that LeaseWeb may have – within five (5) Business Days after the effective date of termination, pay to LeaseWeb one hundred percent (100%) of the Service Charges, actual or projected, for the period from the effective date of termination up to and including the last day of the then current Term. Customer reserves the right to prove that LeaseWeb has suffered no loss at all or only a substantially smaller loss than the above lump sum.
- 18.5 In the event that LeaseWeb terminates the Agreement or an affected Service in accordance with Clause 17.2e), LeaseWeb shall refund to Customer:
 - a) any non-recurring initial charges or setup charges that have been paid by Customer to LeaseWeb in respect of the Service so terminated, in the event that the Agreement or affected Service is terminated prior to the RFS Date; and
 - b) a pro rata portion of any recurring Service Charges that have been prepaid by Customer to LeaseWeb in respect of the Service so terminated, if and to the extent that such prepayment exceeds the Service Charges that will accrue until the date of termination of the affected Service.

19. FORCE MAJEURE

- 19.1 A Party shall not be deemed in breach of any of its obligations, guarantees or warranties under the Agreement if, and to the extent that, performance is prevented or delayed by an event of Force Majeure, provided that the Party that is affected by the event of Force Majeure has:
 - a) promptly notified the other Party thereof in writing, as soon as reasonably possible and no later than five (5) Business Days after the first occurrence of the Force Majeure event; and

- b) provided the other Party with all information on the event of Force Majeure and the (expected) cessation or termination of said event.

- 19.2 The Party that is affected by an event of Force Majeure shall use all reasonable endeavours to avoid or minimise the effects of an event of Force Majeure on its performance of its obligations under the Agreement.
- 19.3 Upon the occurrence of an event of Force Majeure, the time for performance shall be extended for the period of delay or inability to perform due to such occurrence, but if an Event of Force Majeure continues for a continuous period of more than sixty (60) days the other Party shall be entitled to terminate the Agreement.

20. TRANSFER OF RIGHTS AND OBLIGATIONS

- 20.1 Without prejudice to Clause 20.2 and 20.3, neither Party shall be entitled to assign or transfer, or purport to assign or transfer, any rights or obligations under the Agreement to a third party without the prior written consent of the other Party, which consent may not be unreasonably withheld.
- 20.2 LeaseWeb shall be entitled to assign any of its rights or obligations under the Agreement to an Affiliate (or its or their successors, through merger or acquisition of substantially all of their or its assets), upon giving written notice to Customer.
- 20.3 LeaseWeb shall be entitled to sub-contract any or all of its obligations under the Agreement to a third party, provided that LeaseWeb shall remain liable to Customer for the performance of those obligations.

21. NOTICES

- 21.1 Unless specified otherwise herein, any notice, demand, claim or other communication under or in connection with the Agreement shall be in writing and shall be delivered personally or sent by registered mail or by prepaid recorded courier delivery or by e-mail, to the Party due to receive the notice at its address set out below or such other address as any Party may specify by notice in writing to the other:

If to LeaseWeb	to the LeaseWeb entity and at the address as specified in the Order Form, for the attention of the Board; with a copy directed for the attention of the Legal Department, by e-mail to: legal@de.leaseweb.com
If to Customer	to the person and at the address as specified in the Customer Portal

22. MISCELLANEOUS

- 22.1 Other than LeaseWeb's subcontractors who shall have the benefit of the Agreement, nothing in the Agreement shall confer upon any third party any right, benefit or remedy of any nature under the Agreement.
- 22.2 If any of the provisions of this contract is or becomes invalid or contain an invalid time-limit or a gap, this shall not affect the legal validity of other provisions. As long as invalidity doesn't result from a breach of §§ 305 BGB (Validity of General Conditions), the invalid provisions shall be replaced legally valid provisions which approximate as closely as possible to the intent and purpose of the invalid provisions- The same applies correspondingly to filling gaps in the contract. In case of an invalid time-limit, legal provisions apply.
- 22.3 The Customer is only entitled to set-off in the event that the counter claim is uncontested or has become res judicata. The Customer is only entitled to retain with regard to counter claims resulting from the Agreement.
- 22.4 Nothing in the Agreement shall result in the transfer of a Party's Intellectual Property Rights (of whatever nature) to the other Party.

- 22.5 The Customer is only entitled to set-off in the event that the counter claim is uncontested or has become res judicata. The Customer is only entitled to retain with regard to counter claims resulting from the Agreement.
- 22.6 Neither Party shall be authorized to (i) make press or public announcements relating to this Agreement, without the prior written approval of the other Party, or to (ii) use the other Party's Intellectual Property Rights in any advertising, sales, promotions, or other publicity materials. However, LeaseWeb shall - without Customer's approval - be entitled to inform third parties that LeaseWeb provides Services to Customer, e.g. as a Customer case during sales activities and on LeaseWeb's website.

23. GOVERNING LAW AND JURISDICTION

- 23.1 These General Conditions, the Agreement and all matters arising there from or connected therewith are governed by the laws of the Federal Republic of Germany, to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods.
- 23.2 Without prejudice to Clause **Error! Reference source not found.** each consumer shall be subject to its respective country-specific statutory rights if such rights are not met by German law.
- 23.3 The exclusive jurisdiction of the competent courts shall be the jurisdiction of the Federal Republic of Germany to settle any dispute which may arise out of or in connection with the Agreement or other agreements or other legal relationships resulting there from or in connection therewith.
- 23.4 Nothing herein shall prevent LeaseWeb from pursuing action in any other jurisdiction as may be appropriate for the purpose of seeking urgent and/or interim and/or interlocutory injunctive or other relief against Customer.