

This Service Specification Schedule sets out the specifications of Services provided by Leaseweb, and further details Customer's and Leaseweb's obligations in connection with such Services. Leaseweb's Sales Terms and Conditions, Support and Service Levels and policies and guidelines with respect to the use of its Services (the "Policies") are also part of the Sales Contract 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 Sales Terms and Conditions, the Support and Service Levels and the 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 calculation to evaluate the regular and sustained utilization of a connection, according to which: the monthly samples are sorted; the top 5% (approximately 450) samples are discarded; and the highest remaining value is used as the basis for the Service Fee for that month.

**Circuit** means a point-to-point connection.

**Cloud Platform** means a combination of network components, storage components and server systems, managed by Leaseweb, that is used to offer Cloud Services.

**Cloud Service** means a Private Cloud Service and/or a Public Cloud Service.

**Cloud Storage Service** means a storage Service offered as a storage component of the Cloud Platform.

**Committed Bandwidth** means the Bandwidth usage committed to by Customer on a monthly basis, as specified in the Contract Overview

**Committed Data Traffic** means the Data Traffic committed to by Customer on a monthly basis, as specified in the Contract Overview

**Compute Capacity** means the combination of CPU and memory that is used to run an OS on an Instance.

**Connection Port** means the Leaseweb provided dedicated physical connection into the Network for the use of the Customer and exchange of Customer's traffic. Customer can not exceed the physical port size set out in the Contract Overview.

**DDoS** means Distributed Denial of Service; a DDoS attack is a cyber-attack where the perpetrator seeks to make a machine or network resource unavailable to its intended users, such as to temporarily or indefinitely interrupt or suspend services of a host connected to the Internet.

**Demarcation Points** means the handover point at which Customer shall have access to the Ethernet Service.

**DWPD** means Drive Writes Per Day, defines how many times the daily capacity of an SSD or NVMe-SSD can be overwritten during the warranty period as defined by the drive manufacturer.

**Ethernet Service** means a Service providing Circuits carrying traffic between Demarcation Points within the Leaseweb Network and provides the possibility to create a private network that connects two (2) or more racks in Leaseweb Data Centers. Unless otherwise agreed between Parties in writing, the Ethernet Service shall not include Cross-Connects.

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

**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 IP Connectivity is charged at a fixed rate per month.

**Floating IP** address is a dynamically re-routable Internet protocol address.

**Footprint** means a specific area of floor space in a Data Center, indicated and specified by Leaseweb, for the placement of Customer's Rack.

**GB** means  $1 \times 10^9$  bytes.

**Gbps** or **Gbit** means  $1 \times 10^9$  bits per second.

**IANA** means the Internet Assigned Numbers Association, i.e. the organisation responsible for global coordination of the Internet Protocol addressing systems, as well as the Autonomous System Numbers used for routing Internet traffic.

**Inbound Traffic** means the datastream from the Internet to the Customer's infrastructure.

**Initial Software Installation** means the initial installation of the OS on new or refurbished Equipment or an Instance.

**Instance** means a virtual machine instance in which the hardware of a machine is virtualized. The Instance runs on a Cloud Platform.

**IP Connectivity** means a connection to the Internet, the Service described and specified in Chapter B.

**IP Address** means internet protocol address.

**Leaseweb Cloud Connect** means the Leaseweb provided Service which allows Customer to connect its infrastructure in a third-party Cloud provider to its Leaseweb infrastructure.

**Managed Private Cloud** means a Cloud Platform that is custom built by Leaseweb for Customer and which is dedicated in part or in its entirety for Customer's use.

**MB** means  $1 \times 10^6$  bytes.

**Mbps** or **Mbit** means  $1 \times 10^6$  bits per second.

**Measured Fee** means a fee structure whereby the use of certain Services is continuously measured and invoiced at the end of each month.

**Metro Area** means a city and its surrounding suburbs.

**OS** means operating system, i.e. the Software on a computer that manages the way different programs use the Equipment/Instance and that regulates the manner that a user controls the Equipment/Instance.

**Outbound Traffic** means the datastream from the Customer's infrastructure to the Internet.

**Pps** means packets per second.

**Protected Circuit** means a Wavelength Service that has sufficient means of switching to an alternate path in order to maintain or restore the Wavelength Service in the event of an interruption on the main path.

- Public Cloud Service** means a Service provided by Leaseweb consisting of the provision of one or more Instances. For the avoidance of doubt, Public Cloud Service shall include the Services offered by Leaseweb under the name “Virtual Server” and “Cloud Server”.
- Private Cloud Service** means (as appropriate) the Service provided by Leaseweb consisting of the provision of (i) a Managed Private Cloud, and/or (ii) a Private Cloud Resource Pool.
- Private Cloud Resource Pool** means a pool of resources consisting of Compute Capacity, and storage capacity, which resources can be used by Customer to deploy Instances and/or infrastructure components.
- Private Network** means the connection between two Leaseweb Services in the same Data center which allows data exchange between them and it is not using the internet.
- Rack** means a cabinet or rack or a dedicated Footprint.
- Scrubbing Thresholds** are used in the DDoS IP Protection Service to determine if DDoS attack traffic to an IP address is scrubbed (attack size < Scrubbing Threshold) or if the attacked IP address is null-routed (attack size > Scrubbing Threshold). Scrubbing Thresholds are measured in Gbps for TCP and UDP volumetric attacks and in Pps for protocol-based attacks.
- Shared Web Hosting Platform** means the integrated system of Equipment, software and IP Connectivity Services that comprise the infrastructure which allows Leaseweb to provide the Shared Web Hosting Service.
- Shared Web Hosting Service** means the Service provided by Leaseweb specifically for the use of presenting Customer’s website to the Internet audience, on the Shared Web Hosting Platform, as further described and specified in Clause 29.
- Solid State Drive (SSD)** means a type of data storage device which stores data by using flash memory.
- TB** means 1 x10<sup>12</sup> bytes.
- TBW** means Terabytes Written, is the total amount of data that can be written into a SSD or NVMe-SSD within the warranty as defined by the drive manufacturer, as used for the delivery of Equipment.
- Utilized Bandwidth** means the higher of the 95<sup>th</sup> Percentile of Inbound Traffic and 95<sup>th</sup> Percentile of Outbound Traffic for the relevant month. For Cloud Services, unless otherwise agreed, the Utilized Bandwidth shall be based on the 95<sup>th</sup> Percentile of Outbound Traffic.
- Utilized Data Traffic** means the sum of all Inbound Traffic and Outbound Traffic for the relevant month. For Cloud Services, unless otherwise agreed, Utilized Data Traffic shall be based on Outbound Traffic only.

## CHAPTER B. IP CONNECTIVITY

### 2. SERVICES

- 2.1. Leaseweb offers a choice between two (2) IP Connectivity packages: Volume and Premium. Customer’s choice of IP Connectivity package is specified in the Contract Overview. For some Services, IP Connectivity is available on a Volume or Premium basis only.
- 2.2. Customer may resell the IP Connectivity to its End Users, but shall not resell IP Connectivity in its entirety to a single End User without Leaseweb’s prior written approval, which may be granted or withheld in Leaseweb’s sole discretion.
- 2.3. Unless otherwise approved by Leaseweb in writing, Customer is only permitted to use Leaseweb provided connectivity options for Colocated Equipment, Instances and Dedicated Equipment.

### 3. BANDWIDTH AND DATA TRAFFIC

- 3.1. The Service Fee 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 Fee 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 Fee for the Committed Data Traffic and a separate Service Fee for Extra Data Traffic (if any).	Leaseweb will invoice Customer a fixed Service Fee for the Committed Bandwidth Data and a separate Service Fee for Extra Bandwidth (if any).

- 3.2. Extra Data Traffic and Extra Bandwidth will be charged to Customer in accordance with the ‘surcharge rate’ specified in the Contract Overview, or in the absence thereof, in accordance with Leaseweb’s standard rates.
- 3.3. The IP Connectivity Service is billed to Customer on a per server or on an aggregated basis, as set forth in the Contract Overview.
- 3.4. Customer shall not be entitled to receive any compensation or 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 or to Dedicated Equipment/Instances other than for which the Committed Data Traffic or Committed Bandwidth applies.
- 3.5. Utilized Data Traffic shall (for the purpose of determining the Service Fee) be rounded up to the full GB upwards.
- 3.6. For IP Connectivity Services with Committed Data Traffic of 100TB or 250TB, the following shall apply: (a) the IP Connectivity Service is based on a limited time offering, and Leaseweb may (prematurely) cancel, modify, or withdraw said Service at any time, after fourteen (14) days’ notice to Customer, (b) the IP Connectivity Service is provisioned to end-user Customers only and may not be resold, shared, or loaned by Customer to any 3rd party, and (c) Customer shall not be entitled to use the IP Connectivity Service for the purpose of operating content delivery networks and/or streaming media services.

#### **4. UPGRADE / DOWNGRADE / SWITCH**

- 4.1. Subject to the provisions of the Contract Modification procedure set forth in Clause 5 of the Sales Terms and Conditions and the provisions of this Clause 4, Customer may request an upgrade/downgrade/switch with respect to IP Connectivity.
- 4.2. Subject to Leaseweb having sufficient capacity at the time of Customer's request, and without prejudice to the provisions of the Contract Modification procedure, Customer may request 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.
- 4.3. 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 Contract.
- 4.4. Without prejudice to the generality of the provisions set forth above in Clause 4.1, Customer shall not be entitled to switch between Data Traffic and/or Bandwidth, unless such switch has been accepted in writing by an authorized representative of Leaseweb.

#### **5. MONITORING**

- 5.1. Leaseweb's monitoring platform measures Customer's Inbound Traffic and Outbound Traffic every 5 minutes at the Interconnection Point. Leaseweb's Service Fees shall be based on this data.
- 5.2. The Customer Portal will make available the daily, weekly, monthly and yearly graphs of Customer's Inbound Traffic and Outbound Traffic. This feature is not available for any IP Connectivity that is part of a Shared Web Hosting Service.

#### **6. USE OF IPS**

- 6.1. IP Connectivity includes the number of Leaseweb IPs as specified in the Contract Overview. Leaseweb may make additional IPs available to Customer, subject to an additional Service Fee.
- 6.2. Customer is aware that a shortage of IPv4 IPs exists. Customer shall therefore use IPv4 IPs in a conservative manner as this is being propagated by the IANA and its RIR's (Regional Internet Registries).
- 6.3. Customer shall only use Leaseweb IPs that have been assigned by Leaseweb to Customer in writing.
- 6.4. Customer shall only have the temporary right of use of IPs and shall not be entitled to transfer the IPs to another internet service provider. Upon a written notice of at least two (2) months: (i) Leaseweb may exchange the IPs that are being used by Customer; and/or (ii) in case (in Leaseweb's sole determination) an excessive number of Leaseweb IPs has been assigned to Customer, Leaseweb shall be entitled to decrease the number of IPs.
- 6.5. For Shared Web Hosting Service, no individual IP per Customer shall be assigned.

#### **7. OUT OF BAND MANAGEMENT SERVICE**

- 7.1. Out of Band Management Service provides the Customer an alternate and dedicated connection to Customer's Equipment separate from Customer's IP Connectivity.
- 7.2. Customer is entitled to use the Out of Band Management Service to manage remotely the Customer's Equipment, and solely for internal use.
- 7.3. Customer shall pay to Leaseweb a non-recurring installation and activation fee and a Monthly Recurring Fee. Leaseweb will invoice as indicated in the Contract Overview.

### **CHAPTER C. DEDICATED EQUIPMENT**

#### **8. DEDICATED EQUIPMENT**

- 8.1. With respect to all Dedicated Equipment, Leaseweb shall at any time be entitled to replace Equipment, with alternative Equipment, provided that (i) the technical specifications of such alternative Equipment are (in Leaseweb's sole determination) equal to, or equivalent to, or better than the technical specifications of the Equipment specified in the Contract Overview; and (ii) this shall (unless otherwise agreed) not result in an increase in the Service Fees for lease of the Dedicated Equipment.
- 8.2. In respect of Dedicated Equipment provided by Leaseweb, the Initial Software Installation will be performed by Leaseweb on a best efforts basis. Leaseweb is not liable to Customer for any damage resulting from any incorrect Initial Software Installation, unless such damage is the direct result of gross negligence or wilful misconduct on the part of Leaseweb.
- 8.3. Subject only to any agreed Initial Software Installation by Leaseweb and the restoration of the OS under the Support and Service Levels, Customer shall as of the Delivery Date referenced in clause 6.3 of the Sales Terms and Conditions be fully and solely liable as well as responsible for (i) any corrective and preventive maintenance, installation, updating, monitoring and configuration of the software (including the OS) installed on the Dedicated Equipment, (ii) supporting, updating, configuring and managing Dedicated Equipment, (iii) migration of customer's systems and data from and to the Dedicated Equipment, (iv) disaster recovery arrangements for the systems and data stored on the Dedicated Equipment, and (v) backing up the systems and data stored on the Dedicated Equipment.
- 8.4. If Customer has a Contract for lease of Equipment on a hourly billing basis, the lease duration (for the purpose of determining the Service Fee) shall be rounded up to the full hour upwards.
- 8.5. Leaseweb will charge Customer for all data Traffic generated from and to the Dedicated Equipment in accordance with Chapter B (IP Connectivity), with the exception of traffic between Customer's Dedicated Equipment for which Customer has ordered and configured, the private networking option.
- 8.6. Leaseweb may discontinue Equipment offerings at any time without prior notice to Customer.

- 8.7. Leaseweb will not touch, maintain, use, upgrade, repair or operate Dedicated Equipment, except as required: (i) as part of Standard Support and Advanced Support Services provided by Leaseweb, and/or (ii) in an Emergency; and/or (iii) for security purposes, and/or (iv) to comply with an order or ruling or decision or approval from a court, any law enforcement authority or any (other) governmental authority; (v) to relocate or replace Equipment in accordance with the terms of the Sales Contract and/or (vi) to enforce the Policies.

## **CHAPTER D. COLOCATION SERVICE**

### **9. HOUSING SPACE**

- 9.1. Leaseweb licenses Housing Space set forth in the Contract Overview to Customer subject to the Sales Terms and Conditions herein, for the purpose of installing, operating, and maintaining Colocated Equipment therein.
- 9.2. Customer's use of the Housing Space shall at all times be subject to this Chapter and the conduct standards and operational procedures for the Data Center as amended from time to time and as published and/or made available to Customer by Leaseweb in writing. Customer shall ensure that its employees, agents, contractors, End Users and invitees will receive and will comply with these standards and procedures.
- 9.3. Customer shall not sublicense or resell or otherwise grant any rights to any third party, further to which the third party would be permitted to install or operate equipment in the Housing Space for its own benefit, without written consent from Leaseweb.
- 9.4. Customer shall not place or attach its logo or any signs on or in the Data Center or Housing Space without the prior written consent of Leaseweb, which Leaseweb may withhold in its sole discretion.
- 9.5. Housing Space which is not being used by Customer may be used by Leaseweb for other purposes than operating Colocated Equipment. Upon a two (2) Business day notice by e-mail, Leaseweb will remove Leaseweb's Equipment.
- 9.6. Customer shall not be entitled to use or place its own Rack, except with Leaseweb's prior written consent. Should Leaseweb grant such consent, Customer shall ensure that its Rack complies with Leaseweb's standards, and shall be placed on the Footprint indicated by Leaseweb.
- 9.7. Customer shall in no event modify, move, disconnect, replace, or remove any equipment, fixture, or other property of Leaseweb or any other party in the Data Center. In the event that Customer violates the obligations under this clause, Customer shall, without a notice of default being required, forfeit an immediately due and payable penalty of AUD 25,000 (twenty-five thousand Australian Dollars) for each such violation, notwithstanding any other rights Leaseweb may have, such as the right to terminate this Sales Contract and/or the right to claim performance and/or compensation of damages suffered.
- 9.8. Customer shall give Leaseweb a prior written notice by e-mail at least two (2) Business days before removing any Colocated Equipment from the Housing Space. Leaseweb has the right, but not the obligation, to investigate whether the Customer is authorized to remove Colocated Equipment from the Housing Space. Leaseweb may also prevent Customer from removing any Colocated Equipment, if Customer is in breach of its payment obligations under the Sales Contract.
- 9.9. Leaseweb will not touch, maintain, use, upgrade, repair or operate Colocated Equipment, nor will it access the Housing Space, except as required: (i) as part of Remote Hands Services provided by Leaseweb, and/or (ii) in an Emergency; and/or (iii) for security purposes, and/or (iv) for relocation purposes, in accordance with Clause 15 of the Sales Terms & Conditions and/or; (v) to comply with an order or ruling or decision or approval from a court, any law enforcement authority or any (other) governmental authority; and/or (vi) to enforce the Policies.
- 9.10. Customer shall not make any alterations to the Housing Space or the Data Center, or make construction changes or material alternations to the interior or exterior portions of the Housing Space or the Data Center, including without limitation the installation of walls, partitions, drop ceilings, lighting, HVAC, plumbing, or any electrical distribution or power supplies.
- 9.11. Customer shall ensure that all Colocated Equipment shall be rack-mountable, meets industry standards and complies with any applicable safety and other legislation and regulations. In the event in Leaseweb's opinion the Colocated Equipment causes an Emergency, Leaseweb shall be entitled to immediately remove such Colocated Equipment without prior notice or warning to Customer and without incurring any liability therefore towards Customer.

### **10. INTERCONNECTIONS**

- 10.1. Customer is not allowed to install and/or have installed any connection other than the connection which has been installed and approved by Leaseweb. Customer may request from Leaseweb in writing that Leaseweb permit another provider with or without a presence in the Data Center in order to establish a connection to the Housing Space. Leaseweb may grant or deny any such request in its sole discretion.
- 10.2. In-Data Center Cross-Connects: All physical interconnections to and from Colocated Equipment within the Data Center shall be made by Leaseweb. Customer may request Leaseweb to make interconnections between Colocated Equipment and (a) Leaseweb's equipment; (b) the equipment of any local telecommunication service providers in the Data Center; and/or (c) the equipment of any Customer or provider of Customer's located in the Data Center. Leaseweb may accept or decline Customer's request in its sole discretion. Leaseweb shall charge Customer for the cost of all interconnections, as an additional Service Fee. Customer shall coordinate with Leaseweb the exchange of technical information relating to its interconnection requirements in order for Leaseweb to provide and install the relevant interconnect facilities. Customer agrees to provide Leaseweb with at least ten (10) days prior written notice of any interconnection required by Customer. Leaseweb shall use its best efforts to perform interconnections within fifteen (15) business days after receipt of an interconnection Service Request from Customer, subject to its acceptance of such request.
- 10.3. Local Loop Installation Support: With regard to local loops not related to Customer's use of data services purchased by Customer from Leaseweb, Customer may request from Leaseweb to order and install local loop connections between Colocated Equipment and local exchange or competitive providers in the Data Center. Leaseweb may accept or decline Customer's request in its sole discretion. Leaseweb will charge Customer an additional Service Fee for local loop installation services, and for the interconnection.
- 10.4. Local Loop Provisioning Service: In order to utilize data services purchased by Customer from Leaseweb, Customer may request Leaseweb to order, provide, and manage local loop connections between Colocated Equipment and local exchange or competitive access providers in the Data Center. Leaseweb may accept or decline Customer's request in its sole discretion.

- 10.5. With respect to interconnections with local telecommunications providers, Customer may interconnect Colocated Equipment only with local telecommunications providers with a presence in the Data Center. Customers may request Leaseweb to permit a local provider without a presence in the Data Center to establish a presence in the Housing Space. Leaseweb may grant or deny any such request in its sole discretion. Leaseweb shall coordinate all such connections with the Data Center owner/lessor/licensor. Leaseweb will not guarantee that the Data Center owner/lessor/licensor will cooperate in permitting additional local telecommunications company's access to the Data Center. If Leaseweb approves Customer's request, Leaseweb shall manage the implementation of the local presence of Leaseweb's Telecom providers in the Housing Space at Customer's sole cost and expense, plus a 25% project management fee.
- 10.6. Customer shall provide Leaseweb with a cable run-out listing that contains details of every cable type used in Customer's interconnections within the Housing Space and the Data Center, and the termination points of such interconnections.
- 10.7. All cabling and connections up to the Interconnection Point (Customer's network) shall be the responsibility of Customer, and any related maintenance shall be performed by Customer. All cabling and connections from the Interconnection Point are the responsibility of Leaseweb, and shall be maintained by Leaseweb.

## 11. SERVICE INTERRUPTIONS

- 11.1. In case of an interruption or failure of any of the electrical power, back-up power, and/or HVAC serving the Housing Space and/or Colocated Equipment, Leaseweb shall use commercially reasonable efforts to restore the affected Services as soon as possible. If Leaseweb elects, it may substitute reasonably equivalent Services. Notwithstanding the foregoing, Customer understands and agrees that the utility systems (including the provision and maintenance of a back-up generator, electrical system and equipment, and heating, ventilating and air-conditioning system and equipment) serving the Data Center and the Housing Space may be the responsibility of third parties from whom Leaseweb leases or licenses the Data Center, and that such systems are not within Leaseweb's responsibility or control. Accordingly, Customer agrees that the Data Center specifications provided to Customer by Leaseweb are targets only, which Leaseweb shall use its best efforts to achieve. Leaseweb shall have no liability to Customer for the unavailability, or failure of the electrical power, back-up power, and/or HVAC serving the Housing Space and/or Colocated Equipment or any utility or other system serving the Data Center and/or the Housing Space, other than the Service Credits as described in the Support and Service Levels.

## 12. DAMAGE; REPAIR

- 12.1. Customer shall compensate Leaseweb for the costs of any damage or destruction caused by Customer, its employees, agents, End Users, contractors, or invitees to the Housing Space, or the Data Center, or to the property of Leaseweb or any third party. Customer shall pay such amounts to Leaseweb within five (5) business days of receipt of an invoice for such fees from Leaseweb. Notwithstanding the foregoing, Customer shall not be responsible for any reasonable wear and tear of the Housing Space caused by Customer's occupancy and use thereof pursuant to this Chapter.
- 12.2. Customer shall immediately report to Leaseweb any damage or destruction of the Housing Space, the Data Center, or to the property of Leaseweb or any third party.
- 12.3. If the Housing Space becomes damaged by fire or any other casualty, or if Customer's use of the Housing Space is interfered with due to damage to the Data Center, the Services Fees for the Colocation Services payable by Customer shall abate or be reduced proportionately for the period in which, by reason of such damage, there is substantial interference with Customer's use of the Housing Space, to the extent Customer may be required to discontinue its use of the Housing Space. Such abatement or reduction shall end if and when (i) Leaseweb has substantially restored the Housing Space (exclusive of Customer's fixtures, furnishings, Colocated Equipment and the like or work performed therein by Customer) to substantially the condition in which the Housing Space was in prior to such damage; and/or (ii) the interference with Customer's use of the Housing Space has been eliminated. If the damage cannot reasonably be repaired within thirty (30) days from date on which the damage occurred, or if any part of the Housing Space, or those parts of the Data Center providing access to Housing Space, is taken by an exercise of the right of eminent domain, then either party shall have the right to terminate the Contract by giving written notice to the other of its election so to do.
- 12.4. Customer shall immediately report to Leaseweb any damage or destruction of Equipment which is not Customer's property.

## 13. SPECIFICATIONS

- 13.1. Housing Space:
  - a) Customer Footprint: W x D = 60cm x 100cm (max H = 2200cm)
  - b) Customer Rack: W x D x H = 60cm x 90/100cm x 2200cm
  - c) Leaseweb Rack: W x D x H = 60cm x 90/100cm x 2200/2600cm
  - d) U = approximately 4,5cm; A Leaseweb Rack may be used to provide Housing Space to more than one (1) Customer.
- 13.2. Fire detection and suppression system: Provision of a fire detection and suppression system.
- 13.3. Power:
  - a) Unless specified otherwise in the Contract Overview: no-break 1 x 16 Amps of 230v AC UPS and Diesel generator backed mains power (A feed) per Rack/Footprint.
  - b) Should the Contract Overview not mention a Basic Power, the value will be 6.08 Amp (1.4kVA) per Rack/Footprint. If Customer only uses part of the Rack, the included Basic power usage will be determined pro rata; each U represents 1/46 of total Basic Power.
  - c) Customer is not allowed to use more power than the Basic Power. Should Customer use more power than the Basic Power usage level, then: (i) Customer shall lower the power usage within three (3) days after being notified by Leaseweb; and (ii) Customer shall pay a penalty for the power used in excess of the Basic Power of ten (10) times the normal power fee, charged at 0.1 Amp increments.
  - d) The A feed shall be used as the main power feed. When available, the B feed shall be used as a backup power feed, and not as an additional main power feed.
  - e) The UPS battery back-up system will provide a minimum of 5 minutes of AC power as detailed above.

- f) The diesel generator will provide a minimum of 24 hours of AC power as detailed above, before requiring its fuel to be replenished.
  - g) Additional Power Fees: Customer may submit a Change Request to Leaseweb if additional power is desired. Additional power shall at all times remain subject to availability.
- 13.4. Security:
- a) 24/7 site security, access control and camera monitoring. Housing Space is locked.
- 13.5. Floor:
- a) Housing Space is available either on a normal or on a raised floor, depending on the Data Center.
  - b) The normal floor is provided with tiles, capable of withstanding a total load per Rack load of 6KN (600Kg).
  - c) The raised floor is provided with a void to the underside of the tile, capable of withstanding a total load per Rack load of 4KN (400Kg).
  - d) The Customer Rack or Footprint, including Rack and all Colocated Equipment, shall not exceed the maximum load as defined above. If Customer uses a Leaseweb Rack, this maximum load will be determined pro rata.

## CHAPTER E. CLOUD SERVICES

### 14. GENERAL

- 14.1. Any Initial Software Installation by Leaseweb will be performed on a best efforts basis. Leaseweb is not liable to Customer for any damage resulting from any incorrect Initial Software Installation, unless such damage is the direct result of gross negligence or wilful misconduct on the part of Leaseweb.
- 14.2. Subject only to any agreed Initial Software Installation by Leaseweb, and the restoration of the OS under the Support and Service Levels, Customer shall as of the Delivery Date referenced in Clause 6 of the Leaseweb Sales Terms and Conditions, be fully and solely liable as well as responsible for (i) any corrective and preventive maintenance, installation, updating, monitoring and configuration of the software (including the OS) installed on the Instances, (ii) supporting, updating, configuring and managing an Instance, (iii) migration of customer's systems and data from and to the Instance, (iv) disaster recovery arrangements for the systems and data stored on the Instance, and (v) backing up the systems and data stored on the Instance.
- 14.3. Leaseweb reserves the right at all times to select, and throughout the term of the Sales Contract to alter, the (virtualization) technologies and methods (including software and middleware) of the Cloud Platform, in substitution for the technologies and methods set forth in the Contract Overview, provided that: (i) this does not result in an unreasonable increase of Service Fees, and (ii) this will not result in a decrease of Compute Capacity, memory, and/or storage capacity (in respect of Public Cloud Services) or resources of the Private Cloud Resource Pool (in respect of Private Cloud Services).
- 14.4. Leaseweb will charge Customer additional Fees for all data Traffic generated in connection with the Cloud Services in accordance with Chapter B (IP Connectivity), with the exception of Traffic generated in a private network provided by Leaseweb or Traffic generated in a private network that is part of a Private Cloud Service.
- 14.5. Leaseweb may at any time, and without notice, add, suspend, discontinue, modify or remove features from the Customer Portal and such other panels, consoles or tools offered by Leaseweb to configure or manage the Cloud Services.

### 15. PUBLIC CLOUD SERVICES

- 15.1. Leaseweb will provision the number and type of Instances described in the relevant Contract Overview as of the Delivery Date. The Contract Overview shall for each Instance set forth the agreed upon: (i) Compute Capacity, (ii) memory, (iii) storage capacity, and (iv) IP Connectivity.
- 15.2. In respect of Public Cloud Services, the network component, storage and server systems of a Cloud Platform are offered to Customer on a shared basis. Leaseweb shall use reasonable efforts to provide Compute Capacity for Public Cloud Services with an average overbooking factor of no more than 3.5 (measured on a per Cloud Platform basis).

### 16. PRIVATE CLOUD SERVICES

- 16.1. Leaseweb will provide the Private Cloud Resource Pool as identified in the Contract Overview as of the Delivery Date. Customer may freely assign the resources within the Private Cloud Resource Pool to Instances and/or infrastructure components that Customer deploys.
- 16.2. Leaseweb shall deliver the Cloud Platform for Managed Private Cloud Services in accordance with the specifications set forth in the Contract Overview, this Service Specifications, the standard Leaseweb configuration for Managed Private Cloud (as updated from time to time) and all other documentation containing configuration specifications agreed in writing between Parties.
- 16.3. Leaseweb shall patch, update and/or upgrade the software of the Cloud Platform with the latest software release supported, tested and validated by Leaseweb.

### 17. UPGRADE/DOWNGRADE/CHANGE

- 17.1. Customer may request an upgrade/downgrade/switch:
  - a) in respect of a Public Cloud Instance, of the (i) Compute Capacity, (ii) memory, and (iii) storage capacity; and
  - b) in respect of Private Cloud Services, of the resources of the Private Cloud Resource Pool.
- 17.2. Any upgrade/switch/downgrade shall always be subject to the combinations in which the components set forth in clause 17.1 under a) and the resources of the Private Cloud Resource Pool are offered by Leaseweb. Leaseweb may accept or decline the request for the upgrade/switch/downgrade in its sole discretion. An upgrade/switch/downgrade shall at all times be subject to the availability of an upgrade/switch/downgrade option for the respective Cloud Service (as determined by Leaseweb).

- 17.3. Any upgrade/downgrade/switch referenced in clause 17.1 shall be subject to the provisions of the Contract modification procedure, Customer shall be allowed to upgrade at any time. Customer is allowed to downgrade at the end of the Initial Term or renewal term of the applicable Sales Contract.

## **CHAPTER F. LEASEWEB CLOUD CONNECT SERVICES**

### **18. GENERAL**

- 18.1 Leaseweb Cloud Connect Services consist of a virtual Circuit which connects Customer's Leaseweb Services with infrastructure in a third party Cloud provider.
- 18.2 On or prior to the Delivery Date, Leaseweb will test the Leaseweb Cloud Connect Services. If Leaseweb deems the Leaseweb Cloud Connect Services to be in conformance with the Contract Overview and the agreed specifications, Leaseweb will provide a statement to Customer that the Leaseweb Cloud Connect service is ready for Customer's use.
- 18.3 Customer must, within 72 hours from the receipt of notification, provide written notice to Leaseweb that the Leaseweb Cloud Connect Service does not materially comply with the Contract Overview and the agreed specifications. If such notice is not received by Leaseweb, the Leaseweb Cloud Connect Services shall be deemed automatically to be accepted by Customer, resulting in Delivery and Contract Start Date.
- 18.4 In case Leaseweb agrees that the Customer notified timely the material default further tests of the Leaseweb Cloud Connect Services will be scheduled, and a new Delivery Date will be set. Notwithstanding anything to the contrary, minor defaults shall not constitute any non-acceptance or postponement and/or prevention of automatic acceptance as in Clause 18.3, and in addition Customer's use of the Leaseweb Cloud Connect Services for other purposes than testing purposes will be deemed to constitute automatic acceptance of the Leaseweb Cloud Connect Services, resulting in Delivery and Contract Start Date.

### **19. UPGRADE/DOWNGRADE**

- 19.1 Subject to the provisions of the Contract Modification procedure set forth in Clause 5 of the applicable Sales Terms and Conditions, Customer may request an upgrade/downgrade with respect to Leaseweb Cloud Connect Services.
- 19.2 Subject to Leaseweb having sufficient capacity at the time of Customer's request, and without prejudice to the provisions of the Contract Modification procedure, Customer may request to upgrade the 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.
- 19.3 Customer is allowed to downgrade the Committed Bandwidth at the end of the Initial Term or renewal Term of the applicable Contract.

### **20. SERVICES FEES**

- 20.1 Leaseweb shall invoice Customer at a Flat Fee basis.
- 20.2 The Service Fees for the Leaseweb Cloud Connect Services shall include the following components:
- a) the agreed non-recurring installation and/or setup Service Fees;
  - b) the fixed monthly Service Fee shall cover the use of the Point-to-Point Connectivity Service.
- 20.3 Leaseweb Cloud Connect shall invoice Customer on a per account basis, as set forth in the Contract Overview.
- 20.4 Customer shall not be entitled to receive any compensation or restitution in the event the Utilized Bandwidth falls below the Committed Bandwidth respectively, nor is Customer entitled to transfer any unused parts of the Committed Bandwidth to another month.

## **CHAPTER G. CYBERSECURITY SERVICES**

Leaseweb offers Cybersecurity Services against cyber-attacks. The Cybersecurity Services can be distinguished into DDoS IP Protection Services and Domain Protection Service.

### **21. DDoS IP PROTECTION SERVICE**

- 21.1 The DDoS IP Protection Service protects against volumetric and protocol-based DDoS attacks that target the IP addresses of Leaseweb Services, for the purpose of keeping the Leaseweb Services operational during such attacks. The DDoS IP Protection Service provides identification and notification of DDoS attacks on IP addresses associated with the Protected Services and offers protection through automated scrubbing or null routing. Depending on the chosen option set forth in Clause 21.4, the DDoS IP Protection Service is available for Dedicated Equipment and Colocation Equipment.
- 21.2 Upon conclusion of Contract Overview and subject to the Sales Terms and Conditions of the Sales Contract Leaseweb shall grant Customer a non-exclusive, non-transferable license during the Term, to use and access the DDoS IP Protection Service, solely in accordance with the Sales Contract for its own internal use purpose.
- 21.3 The Leaseweb DDoS IP Protection Service uses publicly available and proprietary technology.
- 21.4 The DDoS IP Protection Service is available in 4 options: (i) Standard, (ii) Advanced, (iii) Customized, (iv) Always-on, as specified in the Contract Overview.

- a) **“Standard”** is available for Dedicated Equipment in shared, private and colocation Racks, Cloud Services and provides protection up to certain Scrubbing Thresholds. Upon detection of an attack below the Scrubbing Threshold by a detection device (**“Detector”**) at the edge of the Network, Customer is notified and incoming traffic is rerouted to a shared scrubbing device (**“Scrubber”**), which filters out attack traffic and passes through legitimate (clean) traffic. The typical response time to an attack is 3 minutes (the time that it takes to identify an attack and activate scrubbing). In case the size of an attack exceeds the Scrubbing Threshold, the attacked IP address is null-routed and access to the attacked Equipment is blocked. Upon detection that the attack is over, the Customer is notified and the scrubbing or null-routing are deactivated. The Scrubbing Thresholds are available on the Knowledge Base on [www.Leaseweb.com](http://www.Leaseweb.com) and may be changed by Leaseweb from time to time without prior notice.
- b) **“Advanced”** is available for Dedicated Equipment in shared, private, colocation racks and Cloud Services. Leaseweb provides on top of the Standard option higher Scrubbing Thresholds. In case the size of an attack exceeds the Scrubbing Threshold of DDoS IP protection Advanced, the attacked IP address is null-routed and access to the attacked Equipment is blocked. Upon detection that the attack is over, the Customer is notified and null-routing is deactivated. The Scrubbing Thresholds are available on the Knowledge Base on [www.Leaseweb.com](http://www.Leaseweb.com) and may be changed by Leaseweb from time to time without prior notice.
- c) **“Customized”** is available for Dedicated Equipment in Dedicated Racks and Colocation Equipment, and Leaseweb provides on top of the Standard option enhanced Scrubbing Thresholds and other additions, to be specified in the Contract Overview.
- d) **“Always-on”** is based on a dedicated Detector and Scrubber and offers enhanced response times (typically <90 seconds), Customer specific Scrubbing Thresholds, protection types and reporting, as to be specified in the Contract Overview.
- 21.5. Leaseweb offers the Standard DDoS IP Protection Service free of charge. The Customized and Always-on Leaseweb DDoS IP Protection Service consist of (a) a non-recurring installation and activation Fee; and (b) a monthly recurring Fee. Leaseweb will invoice monthly in advance.
- 21.6. Customers using the Customized or Always-on DDoS IP Protection Service may request technical changes (e.g. changes in detection profiles) or reports. Such changes or reports will be charged as Advanced Support Services. In case Customer requests non-technical changes (commercial changes), such changes will be documented on a Contract Modification Form.
- 21.7. Due to the varying nature of DDoS attacks, Leaseweb cannot guarantee that all attacks will be detected and/or mitigated; nor does Leaseweb guarantee that all IP traffic patterns that initially appear to be DDoS attacks are actual attacks.
- 21.8. Leaseweb reserves the right to: (i) change or supplement the monitoring tools and the mitigation techniques; (ii) increase or decrease the detection device sensitivity to anomalous IP traffic patterns; and (iii) modify the definition of anomalous IP traffic patterns that may indicate a DDoS attack.
- 21.9. DDoS IP Protection Services are provided AS-IS and on a best efforts basis. Leaseweb is not liable to Customer for any damage resulting from any DDoS IP Protection Service, unless such damage is the direct result of gross negligence or willful misconduct by Leaseweb. Any estimated response times, given or agreed in connection with DDoS IP Protection Services, are targets only and Leaseweb shall in no event be liable for any failure to meet these targets.
- 21.10. In addition to the Data Protection clause of the Sales Terms and 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 DDoS IP 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.
- 21.11. In addition to clause 5 of the Policies, Customer may not: (a) publish any performance or benchmark tests or analyses relating to the DDoS IP Protection Service or the use thereof; or (b) cover or obscure any page or part of the DDoS IP Protection Service via HTML/CSS, scripting, or any other means, if any; or (c) perform a load test, regression test, or penetration test without prior written approval of Leaseweb.
- 21.12. In addition to clause 5 of the Policies Leaseweb shall be entitled to immediately block access to Customer's Infrastructure (null-route) if an attack exceeds the mitigation capacity or if such attack negatively affects the Infrastructure.
- 21.13. Customer Responsibilities:
- Customer must ensure that the designated technical contact person can act as an up-to-date point of contact with 24x7 availability who will receive DDoS attack notifications and who Leaseweb will coordinate with upon detection of an DDoS attack. Customer is solely responsible for updating such point of contact information, as necessary.
  - In case Customer uses Customized or Always-on DDoS IP Protection Service: Customer must notify Leaseweb of any events that may cause significant IP traffic pattern changes for the Customer network being monitored through the DDoS IP Protection Service.
  - In case Customer uses Customized or Always-on DDoS IP Protection Service and a DDoS attack is not detected by Leaseweb's detection devices, Customer must immediately notify Leaseweb if it believes it is under a DDoS attack and provide Leaseweb with reasonable assistance to take appropriate action (e.g. reroute the IP traffic to the Scrubbing devices).
  - Customer acknowledges that the DDoS IP Protection Service is regarded as a tool that can be used as part of the Customer's overall security strategy, but not as a total solution.

## CHAPTER H. POINT-TO-POINT CONNECTIVITY SERVICES

### 22. GENERAL

- 22.1. Leaseweb offers Point-to-Point Connectivity Services that can be distinguished into Ethernet Services and Wavelength Service.
- 22.2. The Ethernet Services can be distinguished into Long-haul Ethernet and Metro Ethernet. Long-haul Ethernet is a connection between two (2) Leaseweb Data Centers in two (2) different Metro Areas. Metro Ethernet is a connection between two Leaseweb Data Centers or Network PoPs in the same Metro Area. Ethernet Services apply to Dedicated Equipment in Dedicated Racks or Colocated Equipment.
- 22.3. Wavelength Service means the Services consisting of the provision of fiber-optic, transponder based point-to-point connectivity over a dedicated Circuit, which enables end-to-end transportation of a high capacity Ethernet signal between two Connection Ports.
- 22.4. The specific Point-to-Point Connectivity Service is specified in the Contract Overview.



- 22.5. On or prior to the Delivery Date, Leaseweb will test the Point-to-Point Connectivity Service, or cause the Point-to-Point Connectivity Service to be tested. If Leaseweb deems the Point-to-Point Connectivity Service to be in conformance with the Contract Overview and the agreed specifications, Leaseweb will provide a statement to Customer that the Point-to-Point Connectivity Service is ready for Customer's use. Customer must, within 72 hours from the receipt of the statement, provide written notice to Leaseweb of its non-acceptance of the Point-to-Point Connectivity Service on the basis that the Point-to-Point Connectivity Service does not comply with the Contract Overview and the agreed specifications. If a notice of non-acceptance is not (timely) received by Leaseweb, the Point-to-Point Connectivity Service shall be deemed to be accepted by Customer. Upon timely receipt by Leaseweb of a notice of non-acceptance, further tests of the Point-to-Point Connectivity Service will be scheduled, and a new Delivery Date will be set. Notwithstanding anything to the contrary, any Customer use of the Point-to-Point Connectivity Service for other purposes than testing purposes will be deemed to constitute acceptance of the Point-to-Point Connectivity Service.
- 22.6. Customer will use the Point-to-Point Connectivity Services in full compliance with all applicable laws, rules and regulations and all applicable franchises, rights of way, leases, licenses, franchises and contracts and other obligations to third parties with respect to the Network. At Customer's sole cost and expense, Customer will obtain and maintain in effect during the Term all rights, leases, licenses, perm permits and governmental or non-governmental approvals necessary for the use of the Point-to-Point connectivity Services.
- 22.7. The provisions of clause Chapter D.10 (Interconnections) apply to the Point-to-Point Connectivity Services.

### 23. SERVICE FEES

- 23.1. Leaseweb shall invoice Customer at a Flat Fee basis.
- 23.2. The Service Fees for the Point-to-Point Connectivity Services shall include the following components:
- the agreed non-recurring installation and/or setup Service Fees;
  - the fixed monthly Service Fee shall cover the use of the Point-to-Point Connectivity Service.
- 23.3. All monthly recurring Service Fees shall be payable as of the Delivery Date and thereafter monthly in advance.

## CHAPTER I. LEASEWEB MONITORING TOOL

### 24. LEASEWEB MONITORING TOOL

- 24.1. The Customer assigns its monitoring undertaking to Leaseweb and Leaseweb shall provide reasonable efforts to undertake such assignment by notifying Customer of a Disruption to Customer's Equipment.
- 24.2. The Leaseweb Monitoring Tool should be activated by Customer in the Customer Portal as a courtesy Service rendered by Leaseweb on reasonable efforts basis, in order to enable the Customer to proactively initiate a response once notification are received from Leaseweb in Customer Portal.
- 24.3. With respect to Leaseweb's Monitoring Tool, this Service aims to measure the ICMP traffic (ping) on Customers Equipment, such as VPS and Dedicated Equipment.
- 24.4. Once activated by the Customer, the Leaseweb Monitoring Tool will send notification, as an alert, to Customer in case of a Service Disruption, loss of Connectivity or any other possible Service Disruption.
- 24.5. The Leaseweb Monitoring Tool includes host and port Monitoring, SSL Expiry Check, Webpage Performance Check and Latency.
- 24.6. Upon receiving an alert from the Leaseweb Monitoring Tool, Customer is responsible for the analysis of the alert and clarifying response to Leaseweb if needed, including contacting the Leaseweb Support group. This clarifying response by contacting the Leaseweb Support group as initiated by the Customer, should include the details as in Chapter K, Clause 25 of the Leaseweb Support and Service Levels.
- 24.7. For avoidance of doubt, Leaseweb Monitoring Tool is an external monitoring tool with no access to Customer's content.
- 24.8. Customer is not entitled and eligible to receive any Service Credit solely based on alert provided by the Leaseweb Monitoring Tool.

## CHAPTER J. STORAGE SERVICES

### 25. LEASEWEB BACKUP SERVICE

- 25.1. Leaseweb's backup service (the "**Backup Service**") is designed to (i) allow Customer to store a copy of Customer's server data (such as operating system, applications and data components) on a shared storage platform, and to (ii) facilitate Customer to restore the backed-up data to Customer's server.
- 25.2. Customer shall be fully and solely responsible for (i) downloading the backup Software that is made available by Leaseweb as part of the Back-Backup Service and installing this Software on the authorized number of Customer server(s) within the Leaseweb Network, (ii) configuring the Backup Service and said software, (iii) testing the Backup Service and said software regularly to determine if it is capturing Customer's server data properly and without any errors, and (iv) ensuring that there is sufficient storage room for Customer's backup data.
- 25.3. Leaseweb will charge Customer for any data traffic between Customer's server and the storage platform resulting from the use of the Back-up Service, in accordance with Chapter B (IP Connectivity).
- 25.4. The Backup Service is provided on an "as is" and "as available" basis, and Leaseweb does not guarantee that the Backup Services will be uninterrupted, timely, secure or error-free. Because of the technical limitations regarding backups on live servers and the possibility of data corruption, Leaseweb in no way guarantees the usability of any data from any given backup set.

- 25.5. Leaseweb grants Customer a non-assignable and non-exclusive license to use the Software made available to Customer by Leaseweb as part of the Backup Service. This license is for the sole purpose of enabling Customer to use the Backup Services as provided by Leaseweb, in the manner permitted by Sales Contract. Customer may not copy, modify or distribute any part of this Software, nor may Customer reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or Customer has Leaseweb's express written permission.
- 25.6. Leaseweb shall be entitled to erase and delete any and all backed up data from the shared storage platform upon the earlier of (i) the termination of the Sales Contract, and (ii) the termination of the Contract for the Backup Service.
- 25.7. Leaseweb reserves the right to modify, suspend or discontinue the Backup Service at any time and without any liability to Customer. If Leaseweb decides to discontinue the Backup Service, it will provide prior notice to the Customer.

## 26. LEASEWEB DISASTER RECOVERY SERVICE

- 26.1. Leaseweb's disaster recovery service (the "**Disaster Recovery Service**") allows Customer to facilitate replication and failover of selected virtual machines in its platforms and/or infrastructure as soon as possible in case of interruptions. To use the Disaster Recovery Service, Customer is required to have a second VMware environment (the "Second Setup") in addition to Customer's main VMware environment (the "Main Setup"). Under the Disaster Recovery Service, Leaseweb shall:
  - a) maintain the disaster recovery platform (the "**Disaster Recovery Platform**"), which is an add on to the Single Tenant Private Cloud. The Disaster Recovery Platform consists of the Replication Software and the connection between the data centers involved in the Disaster Recovery Service (the synchronization functionalities).
  - b) make available to Customer the software which enables Customer to manually switch the Virtual Machines (failover) to the Second Setup in case of an interruption affecting the Main Setup (the "**Replication Software**"); ensure that the Replication Software is installed, configured, kept up to date and working; and patch, update and/or upgrade the Disaster Recovery Software with the latest software release supported by Leaseweb.
- 26.2. Customer can choose, at its sole discretion, between a complete and a partial Second Setup for the purpose of the Disaster Recovery Service.
- 26.3. The Disaster Recovery Service only replicates the instances selected and configured for replication by Customer. It is the sole responsibility of Customer to configure replication for the selected instances. Customer accepts and acknowledges that it is solely responsible for any (configuration) differences in set up between the Main Setup and the Second Setup; for the storage size of the Main Setup and Second Setup, and for the clean-up and maintenance of such storage. Furthermore, Customer is solely responsible for conducting regular failover tests with respect to the Disaster Recovery Service.
- 26.4. In case of an interruption, Leaseweb shall notify Customer without undue delay after the discovery of such interruption, using the contact details as provided by Customer. This notification obligation of Leaseweb is performed on a best-efforts basis, and Leaseweb shall not be liable for any delay in such notification to Customer, unless such delay is the direct result of gross negligence or willful misconduct on the part of Leaseweb.
- 26.5. Customer shall decide, at its sole discretion, whether to activate the failover in case of an interruption; and manually select for how many and for which Virtual Machine the failover shall be activated. Customer accepts and acknowledges that the foregoing means that Customer is solely responsible and liable to manually failover to Second Setup following a notification of an incident by Leaseweb; and that it is the sole responsibility of Customer to ensure Customer can do so in a timely manner.
- 26.6. Customer accepts and acknowledges that the recovery time objective (RTO) and the recovery point objective (RPO) with respect to the Disaster Recovery Service are dependent on the connection between the data centers and the capacity of this connection. Customer also accepts and acknowledges that the RTO and RPO as provided for the Disaster Recovery Service are based on averages and cannot be construed as any guarantee or commitment of Leaseweb with respect hereto.
- 26.7. Leaseweb is entitled, at its sole discretion, to change the selected data center(s) from time to time. If Leaseweb decides to change the selected data centers, it will provide prior notice to Customer.
- 26.8. The Disaster Recovery Service is provided on an "as is" and "as available" basis, and –except as explicitly stated in the Services Specification or in the Support and Service Level Schedule– Leaseweb does not guarantee that the Disaster Recovery Service will be uninterrupted, timely, secure or error-free.
- 26.9. It is up to Customer to determine a particular restore point. However, because of the technical limitations regarding backups on live servers and the possibility of data corruption, Leaseweb cannot guarantee the data to be consistent in a particular restore point.
- 26.10. Leaseweb grants Customer a non-assignable and non-exclusive license to use the Replication Software made available to Customer by Leaseweb as part of the Disaster Recovery Service. This license is for the sole purpose of enabling Customer to use the Disaster Recovery Service as provided by Leaseweb, in the manner permitted by the Agreement. Customer may not copy, modify or distribute any part of this Replication Software, nor may Customer reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or Customer has Leaseweb's express written permission.
- 26.11. Leaseweb reserves the right to modify, suspend or discontinue the Disaster Recovery Service at any time and without any liability to Customer. If Leaseweb decides to discontinue the Disaster Recovery Service, it will provide prior notice to the Customer.

## 27. SOLID STATE DRIVES (SSD)

- 27.1. Leaseweb delivers storage devices with varying endurance guarantees in accordance with the agreed upon Sales Contract, depending on the intended use by Customer.
- 27.2. Customer can request a SSD to be used for the Service that meets their usage requirements by indicating whether a SSD is Read Intensive (RI), Write Intensive (WI) or Mix Use (MU), with Mix Use indicating as a "Standard" performance level and Write Intensive as a "High Performance" level.
- 27.3. Subject to the provisions of the Sales Contract Modification procedure set forth in Clause 5 of the applicable Sales Terms and Conditions, Customer may request an SSD replacement.

- 27.4. Leaseweb will upon Customer's request for an SSD replacement, check the actual use of the SSD by Customer. In the event the actual use of the SSD, exceeds the intended use as indicated in the Quotation and confirmed in the Contract Overview by 10% or more, the following will apply:
- The Customer will be required to upgrade by means of a Sales Contract Modification the Service performance level with ordering the Service with a higher Performance SSD within one month of Leaseweb's notification of Customer's exceeding use by 10% or more.
  - In case the Customer requests an SSD replacement, Leaseweb may – at its sole discretion – without consent of Customer deliver a similar or alternative High-Performance SSD with a higher endurance type for the same intended use. The Fees will be equal to the Fees of the SSD requested by the Customer. In addition, a replacement Fee will be charged to Customer.
  - In case Customer does not perform its obligation under Clause 28.3 (a) within the specified period as indicated in the Leaseweb's notification, Leaseweb may – at its sole discretion and without Customer consent, deliver a High-Performance replacement SSD. The Replacement Fee will be calculated on a ratio basis, means the expected life status of the SSD or the actual life status of the SSD times the new SSD value.
- 27.5. In the event Customer rejects to comply with this Clause 28, Leaseweb reserves the right to terminate the Sales Contract including all consequences of Clause 21 of the Sales Terms and Conditions, if the Customer fails to remedy such breach within a period of thirty (30) days after having received notice by Leaseweb.

## CHAPTER K. OTHER SERVICES

### 28. SHARED WEB HOSTING

- 28.1. Leaseweb offers Shared Web Hosting Services via the Shared Web Hosting Platform on a Windows and Linux basis. The Shared Web Hosting Platform is shared with other customers of Leaseweb and therefore resource usage limits are in place to prevent excessive use. These limits are set forth in the Contract Overview and the Policies.
- 28.2. As part of the Shared Web Hosting Services, Leaseweb shall make available an administration panel for managing settings, files and databases, as well as viewing website access statistics and log files. Leaseweb shall also make FTP access available for uploading website files and documents.
- 28.3. Leaseweb shall be responsible for maintaining the Equipment and software that comprise the Shared Web Hosting Platform. Unless otherwise indicated by Leaseweb, software updates for the Shared Web Hosting Platform are performed in a monthly maintenance cycle. Upgrades and other changes in the Shared Web Hosting Platform, may affect the display or operation of Customer's hosted content and/or applications.
- 28.4. Leaseweb reserves the right to change its Shared Web Hosting Platform in its commercially reasonable discretion, and Leaseweb shall not be liable for any resulting harm to Customer.
- 28.5. The maximum Data Traffic allocation for IP Connectivity shall be as set forth in the Contract Overview. Customer acknowledges that any Data Traffic in excess thereof will be subject to additional Service Fee on a Measured Fee basis in accordance with Chapter B.
- 28.6. Customer shall be solely responsible for the maintenance, installation, updating, monitoring and configuration of all software and data placed by the Customer on the Shared Web Hosting Platform.
- 28.7. Leaseweb backs up Customer's website files and databases nightly, with a retention of two (2) weeks. Leaseweb makes no guarantees about the integrity of these backups. Leaseweb may charge an additional Service Fee for any restores of backups. Notwithstanding this backup service, Customer agrees to make and maintain independent local copies of all Customer content for backup purposes. Leaseweb will have no liability to Customer for loss, damage, integrity, usability, accessibility or destruction of any Customer content.
- 28.8. Customer agrees that it must have the necessary expertise to create, maintain, secure, install, update, configure and monitor Customer's web space, and further agrees that Leaseweb shall in no event be obliged to provide this expertise or to provide support regarding the foregoing to Customer.
- 28.9. Customer agrees that Leaseweb may display promotional information of its choosing along with an "under construction" logo until such time as Customer makes its website fully functional by adding its own content to the Shared Web Hosting Platform.
- 28.10. Only one internet appearance is allowed per Shared Web Hosting Services package.

### 29. TAPE ROTATION

- 29.1. Leaseweb shall provide tape rotation services in the event agreed between Parties in writing. In the event the tape rotation is provided in relation to Dedicated Equipment, the tape rotation shall be performed as an Advanced Support Service, and in case said tape rotation is performed in relation to Colocated Equipment, the tape rotation shall be performed as a Remote Hands Service.
- 29.2. The storage location of the tapes, the times the tape rotation is performed and the frequency of the tape rotation shall be agreed between Leaseweb and Customer in writing.
- 29.3. Customer is -and shall at all times remain- responsible for making regular backups of its data (including the backup to the storage tapes) and for the configuration and maintenance of Customer's backup program.

### 30. FIREWALL AND LOAD BALANCING

- 30.1. Unless otherwise agreed in the Contract Overview, Customer shall at all times be solely responsible for the configuration and maintenance of all virtual/hardware firewalls and load balancers, irrespective whether such firewall/load balancer is provided or leased by Leaseweb to Customer.
- 30.2. Customer may request Leaseweb to carry out the initial installation of a hardware firewall and/or hardware load balancer. In case said hardware firewall/load balancer is leased by Leaseweb to Customer, the configuration shall be performed as part of the Advanced Support Services, and in case said firewall and hardware load balancer is part of the Colocated Equipment, the configuration shall be performed as part of the Remote Hands Services.

- 30.3. Customer may receive or request, as part of the Cloud Services, a virtual firewall and/or load balancer. It shall be Customer's sole responsibility to configure and manage the virtual firewall and/or load balancer. Leaseweb shall offer the functionality to perform such management and configuration through the Customer Portal.
- 30.4. Customer understands and agrees that a firewall is only part of the security of Dedicated Equipment, Colocated Equipment or Instances, and that Customer shall be responsible for taking adequate measures to protect its Dedicated Equipment, Colocated Equipment and Instance(s).
- 30.5. Regardless whether the initial configuration is performed by Leaseweb, Customer shall be solely responsible for testing whether the hardware/virtual firewall and load balancer is adequately configured.

**31. SSL**

- 31.1. Leaseweb offers SSL certificates for encryption of data traffic to and from Customer's websites. Customer understands and agrees that the SSL certificate is only part of the security of Customer's data traffic, and that Customer shall be responsible for taking additional measures to protect its website and data traffic.

**32. MAIL**

- 32.1. Leaseweb offers Customer mailboxes on Leaseweb's shared mail server. Customer may order the mailboxes per 50. The mailboxes may be used for multiple domain names.
- 32.2. Leaseweb offers Customer Batch SMTP on Leaseweb's shared mail server. The Batch SMTP may only be used for one (1) domain name.

**33. DOMAIN NAMES**

- 33.1. All domain name related tools provided on Leaseweb's websites or the Customer Portal are provided as a convenience for Customers. Leaseweb does not warrant the accuracy or utility of these tools.
- 33.2. Customer shall comply with the policies, guidelines, terms and conditions applied from time to time by the organization or entity which shall be responsible for the management (registration and/or distribution and/or giving into use) of an (Internet) domain, such as – for example – ICANN. By registering a domain name through Leaseweb, Customer shall (in addition to the Sales Contract with Leaseweb) enter into a Sales Contract with the registry of the relevant domain name. The general terms and conditions used by such registry (as amended from time to time by the registry) shall be an integral part of said Sales Contract with the registry, and Customer agrees to comply in all respects with all provisions set forth in said general terms and conditions.
- 33.3. As a condition to the continued registration of the domain, Customer must keep the registration information current, complete and accurate.
- 33.4. In the event Customer's End User is the holder/registrant of a domain name registered through Leaseweb, Customer represents that it is fully authorized to act on behalf of the End User, and Customer shall indemnify Leaseweb against all claims and demands of the End User in relation to said domain name(s). Without limiting the generality of the foregoing, Customer's End User may directly request Leaseweb to perform administrative changes in relation to the domain names registered in its name (including change of address, change of domain name holder, etc), and Leaseweb may accept and deny such requests in its sole discretion without Customer's consent.
- 33.5. Leaseweb does not guarantee that Customer will be able to register or renew a desired domain name, even if an inquiry indicates that a domain name is available for registration, because Leaseweb cannot know with certainty whether or not the domain name which Customer is seeking to register is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases.
- 33.6. Leaseweb's delivery of the domain name registration service depends upon its computer system, the computer system of its subcontractors and the computer system of Leaseweb's registrar. Leaseweb does not guarantee that these computer systems are error-free, and Leaseweb shall in no event be liable vis-à-vis Customer for any damages resulting from errors occurring in these systems.
- 33.7. Leaseweb may charge Customer for all administrative actions that Customer or the domain name holder requests Leaseweb to perform in connection with the domain name.

**34. MICROSOFT SOFTWARE**

- 34.1. The use by Customer of Microsoft computer software and associated documents provided to Customer by Leaseweb, is governed by Microsoft's license terms. The latest version of such license terms are available here: <https://www.microsoft.com/en-us/legal/intellectualproperty/copyright/default.aspx>. A URL to license terms for the most commonly Leaseweb-provided Microsoft software is available in the table below:

MICROSOFT PRODUCT	SKU	DOCUMENT NAME	TERMS
Office Standard (SAL)	021-08183	Office Standard 2013	<a href="http://lsw.to/y5f">http://lsw.to/y5f</a>
SQL Server Standard Edition (Processor)	228-03159	SQL Server Standard 2008 R2	<a href="http://lsw.to/y5b">http://lsw.to/y5b</a>
SQL Server Standard Edition (SAL)	228-05018	SQL Server Standard 2012	<a href="http://lsw.to/y5m">http://lsw.to/y5m</a>
Windows Remote Desktop Services (Replaces Windows Terminal Server) (SAL)	6WC-00002	Windows Server 2012 R2 Datacenter or Windows Server 2012 R2 Standard (as applicable)	<a href="http://lsw.to/y5p">http://lsw.to/y5p</a> or <a href="http://lsw.to/y5X">http://lsw.to/y5X</a>
SQL Server 2012 Standard Edition (2 core license pack) (minimum 4 cores per server/CPU)	7NQ-00302	SQL Server Standard 2012	<a href="http://lsw.to/y5m">http://lsw.to/y5m</a>

Hosted Exchange Enterprise (SAL)	9MC-00001	Microsoft Exchange Server 2010 Standard, Enterprise and Trial	<a href="http://lsw.to/y5W">http://lsw.to/y5W</a>
SQL Server Workgroup Edition (Processor)	A5K-01384	SQL Server Workgroup 2008 R2	<a href="http://lsw.to/y5K">http://lsw.to/y5K</a>
SQL Server Workgroup Edition (SAL)	A5K-01396	SQL Server Workgroup 2008 R2	<a href="http://lsw.to/y5K">http://lsw.to/y5K</a>
Visual Studio Professional (SAL)	C5E-00746	Visual Studio 2013 Professional	<a href="http://lsw.to/y5r">http://lsw.to/y5r</a>
SQL Server Business Intelligence edition (SAL)	D2M-00502	SQL Server Business Intelligence 2012	<a href="http://lsw.to/y5U">http://lsw.to/y5U</a>
Hosted Exchange Standard (SAL)	F08-00025	Exchange Server Enterprise 2010 or Exchange Server Standard 2010 (as applicable)	<a href="http://lsw.to/y5W">http://lsw.to/y5W</a>
Core Infrastructure Server (CIS) Suite Datacenter	FUD-00009	Windows Server 2012 R2 Datacenter or Windows Server 2012 R2 Standard (as applicable)	<a href="http://lsw.to/y5p">http://lsw.to/y5p</a> or <a href="http://lsw.to/y5X">http://lsw.to/y5X</a>
Windows Server 2008 R2 Web Edition (Processor) (64-bit)	LWA-00135	Windows Web Server 2008 R2	<a href="http://lsw.to/y5w">http://lsw.to/y5w</a>
Windows Server Web Edition (Processor)	LWA-00135	Windows Web Server 2008 R2	<a href="http://lsw.to/y5w">http://lsw.to/y5w</a>
Windows Server Datacenter (Processor)	P71-01031	Windows Server 2012 R2 Datacenter	<a href="http://lsw.to/y5p">http://lsw.to/y5p</a>
Windows Server Enterprise (Processor)	P72-04169	Windows Server 2008 R2 Enterprise	<a href="http://lsw.to/y5n">http://lsw.to/y5n</a>
Windows Server Standard (SAL)	P73-03408	Windows Server 2008 R2 Standard	<a href="http://lsw.to/y5C">http://lsw.to/y5C</a>
Windows Server 2012 Standard (Processor) (64-bit)	P73-04837	Windows Server 2012 Standard	<a href="http://lsw.to/y55">http://lsw.to/y55</a>
Windows Server Standard (Processor)	P73-04837	Windows Server 2012 R2 Standard	<a href="http://lsw.to/y5X">http://lsw.to/y5X</a>
Windows Server 2008 R2 Standard With SCOM (Processor) (64-bit)	P73-05075	Windows Server 2008 R2 Standard	<a href="http://lsw.to/y5C">http://lsw.to/y5C</a>
SQL Server 2008 Web Edition (Processor)	TFA-00009	SQL Server Web 2008	<a href="http://lsw.to/y5D">http://lsw.to/y5D</a>
SQL Server 2012 Web Edition (2 core license pack) (minimum 4 cores per server/ CPU)	TFA-00523	SQL Server Web 2012	<a href="http://lsw.to/y5J">http://lsw.to/y5J</a>

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