The Leaseweb B2B Sales Contract Schedules, consisting of these Leaseweb's Sales Terms and Conditions, Services Specifications, Support and Service Levels and the Policies, shall apply to all Quotations, Orders, Sales Contracts, Services, Tests, Trials and any other contracts and/or legal relationships between Leaseweb and Customer. The applicable version of the binding Leaseweb B2B Sales Contract Schedules as part of any Sales Contract are available and can be downloaded from the Leaseweb's website at: https://www.leaseweb.com/legal/sales-contract. Leaseweb expressly rejects the applicability of Customer's or third party terms and conditions.

1. DEFINITIONS

In the Leaseweb Sales Contract Schedules consisting of the Leaseweb Sales Terms and Conditions, the Services Specifications, the Support and Service Levels, the Policies as well in the Order, Quotation, Contract and Contract Overview, 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.

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

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

Basic Power means the limit that has been set for Customer's use of electricity, on the basis of the Services Specifications, as specified in the Contract Overview, measured in amperes.

Billing Cycle means the frequency that Leaseweb sends the invoices to the Customer as part of the Sales Contract.

Business Day means Mondays to Fridays, with the exception of official public holidays in the Federal Republic of 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 Sales Contract.

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 Delivery Date for the duration of the Sales Contract Term.

Confidential Information means all information not publicly known used in or otherwise relating to the Contract, the business or affairs of a Party or an Affiliate of such Party and disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by the Disclosing Party to the Receiving Party whether before or after the Contract Start Date.

Contract Modification Form means the document, in standard Leaseweb layout, used by Leaseweb to respond to a Contract Modification request, as referred to in Clause 4.7.

Contract Overview means an order confirmation notification from Leaseweb to Customer made via email, through the Customer Portal or otherwise, to notify Customer that Customer's Order has been formally accepted by Leaseweb and is thereby formally a Contract. The Contract Overview shall set out the Services and/or Equipment Customer purchased or leased from Leaseweb and the relevant Sales Terms and Conditions.

Contract Start Date means the date on which the Sales Contract becomes effective and the Sales Contract Term commences, as specified in Leaseweb's Contract Overview.

Contract End Date means the agreed last date of the Sales Contract Term, including any renewals.

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

CPI means the Consumer Price Index, which is the official measure of inflation of consumer prices of Germany.

Customer means any - business entity or a business internet professional (i.e. not as a consumer or private user) providing for its Customer Account its business registration number and/or VAT number to the extent required by applicable law entering into any Sales Contract, Order, Quotation, trial, beta test, with respect to the provision of services by Leaseweb.

Customer Account means registration for the use of the Leaseweb Customer Portal by separate and independent access to Leaseweb (by using switching functionality) in the Customer Portal.

Customer Portal means the online services available at https://secure.Leaseweb.nl/auth/customer/login for the sole purpose of executing the Sales Contract entered into by and between the Customer and Leaseweb, and therefore solely binding by and between the Customer and Leaseweb Sales Company upon the consent and acceptance granted by the Customer for such limited and restricted use under the Sales Contract. The Customer Portal and the Leaseweb website are subject to the Terms of Use. Please be referred to Clause 16.6.

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 Sales Contract.

Delivery Date means the date on which Leaseweb enables Customer to use the Services for the first time, or in the case of a Colocation Services, the date as of which Customer is entitled to install the Colocated Equipment at the Data Center, or the date on which Leaseweb delivers the Equipment that is leased or sold by Leaseweb to Customer.

Disclosing Party means the Party that discloses Confidential Information to the Receiving Party, as referred to in Clause 24.

Discount means deduction of Fees for the percentage, amount and/or specific period during the Sales Contract Term as specified by Leaseweb in the Contract Overview or the order acknowledgment.

Dispute means any claim, controversy, or dispute concerning questions of fact or law arising out of or relating to these Sales Terms and Conditions or the Sales Contract or the performance of either Party hereunder, or to the threatened, alleged or actual breach thereof of either Party.

Electricity Supply means the supply of electricity, which supplies will be charged by Leaseweb to Customer, measured in kWh.

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, Hard Disks, SSD's, alterations of and spare parts for that equipment.

Estimated Delivery Date means the date specified in the Order subject to order confirmation, which may vary from the Contract Start Date and/or Delivery Date.

Facility Agreement means any lease, license and/or other agreement contract executed by and between Leaseweb and a third party, further to which Leaseweb is entitled to use a Data Center and to grant Customer a license to use the Housing Space within the Data Center.

Fees means the surcharges, Services Fees, costs, prices and expenses payable under the Sales Contract 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 Fees, set out in the Services Specifications and the Contract Overview

Force Majeure means any event outside the reasonable control of a Party affecting its ability to perform any of its obligations (other than the Customer's payment and financial obligations during the applicable Term) under the Sales Contract, including: acts of God;

acts of terrorists; acts of war; outbreak of hostilities; sabotage; civil disorder; riots; acts or demands of any (local) government or government agency; 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 formally by local government and/or medical authorities established viruses; pandemics); 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 the Customer i) has no right to refer to Force Majeure for any event that the Customer could have reasonably known or been aware of prior to requesting Leaseweb for an order or quotation and/or entering in to a Sales Contract, any labour problems or strikes relating to the workforce of Customer or its suppliers or subcontractors, whereby such events shall not be included or referred to as Force Majeure.

GDPR means Regulation 2016/679/EU of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Housing Space means the racks, footprints, cages, cabinets, suites and/or other areas, designated as such by Leaseweb within the Data Center or in such other places which Leaseweb may from time to time designate and specify in the Services Specifications or the Contract Overview.

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, registered in the Commercial Register of the Local Court of Frankfurt am Main under HRB 89607 and with its office at Kleyerstrasse 75 – 87/ Tor 13, 60326 Frankfurt am Main, Deutschland, a separate and independent IAAS hosting service provider also referred to as "Leaseweb Sales Entity and/or (Leaseweb) Sales Organization executing its Sales Contract separately and independent from any other Leaseweb Sales Entity.

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 CET, whereby Leaseweb will preferably schedule Maintenance during the weekend between the hours of 01:00 until 06:00 CET.

Network means the 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 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, 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 circuits not owned or controlled by Leaseweb.

Notice means a message of one Party to the other Party in writing by registered postmail, email sent and received by a legally authorized representative of each of the Parties, or by courier or by regular postmail thereby taking into account that the Notice is deemed to have been delivered no earlier than five Business Days.

Order means the Customer request submitted to Leaseweb for certain Services by means of the Leaseweb webshop, Customer Portal or by means of the Quotation signed for acceptance by the Customer, both pending and subject to Leaseweb acceptance for order confirmation.

Parties means Leaseweb and Customer, each a "**Party**".

Personal Data as defined in the GDPR.

Policies means the Sales Contract Schedules applicable to the Sales Contract including policies and guidelines applied by Leaseweb in its relationship with Customer.

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

Pre-payment means any Fees prepaid by Customer to Leaseweb in relation to a Sales Contract.

Pro-rata Fees means Fees that are applicable for the period between the Delivery Date and the Contract Start Date, Pro-rata Fees shall also be applicable for Contract Modifications.

Quotation means the document, in standard Leaseweb layout, in which Leaseweb has listed which Services and/or Equipment will be offered by Leaseweb to Customer, including the Fees, the Estimated Delivery Date, and other Sales Contract Terms and Conditions including Billing Cycle, Sales Contract Term, Payment Term, pre-payment, direct debit for acceptance by the Customer, and any prevailing Special Conditions if offered by Leaseweb.

Receiving Party means the Party that receives – or is granted access to Confidential Information by the Disclosing Party, as referred to in Clause 24.

Sales Contract means the Contract, including the Sales Terms and Conditions, the Policies, the Services Specifications, the Support and Service Levels and all other schedules thereto if any more, pursuant to which Leaseweb shall provide certain Services to Customer, which Services are indicated on the Contract Overview.

Sales Contract Term means the period for which the Sales Contract has been entered into as specified in the Order and confirmed in the Contract Overview that shall be automatically renewed unless cancelled at the Sales Contract Term (Clause 20), starting on the Contract Start Date and ending on the Contract End Date.

Sales Terms and Conditions means these B2B Terms and Conditions, including the preamble preceding Clause 1.

Service Credits means a credit, calculated in accordance with the Support and Service Level, 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).

Service Levels means the performance metrics with respect to the Services, as set forth in the Contract Overview and the Support and Service Levels.

Services means the services to be provided by Leaseweb to Customer, as agreed per Sales Contract and specified in the Contract Overview.

Services Specifications means the Sales Contract Schedule 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 Levels means the Sales Contract in which Leaseweb has specified the available Service Levels, which document may be amended from time to time.

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

Trial Period means any free of charge (No Fees, 100% Discount) use of the Service for the limited duration as specified in the Contract Overview, or confirmed in the order acknowledgment, subject to Clause 4.5 including Customer verification. The free of charge use of the Service during Trial Period ,will automatically be converted into

a Sales Contract based on the prior agreed Contract Term as requested by the Customer and Fees offered by Leaseweb, as confirmed in the Contract Overview or the order acknowledgment by Leaseweb. The Contract Term starts the day after the Trial Period. The Trial Period will expire at the end of the Trial Period in case the Customer cancels the Service during the Trial Period via the Customer Portal, taking into account the mandatory one (1) hour cancellation notice period before the end of the Trial Period. This means a cancellation notice submitted by Customer via the Customer Portal no later than 23.00 hours CET/CEST..

Waiver Period Discount means a specific Discount applied to the Fees which will be charged to the Customer during the Waiver Period, specified in the Quotation or in the order acknowledgement.

Waiver Period means a specified limited duration whereby the Waiver Period Discount that is applied during the Sales Contract Term, as confirmed in the Contract Overview or the order acknowledgement. After the expiry of the Waiver Period Discount will automatically apply to the Service for the remainder of the Sales Contract Term (In case of a Sales Contract Modification Procedure, this is subject to Clause 5). .

Website means the Leaseweb website www.leaseweb.com, subject to the Website Terms of Use. Any Leaseweb B2B Sales Contract Schedules can be found under the header of Legal & Compliance – Sales Contract at https://www.leaseweb.com/legal/sales-contract.

2. DOCUMENT STRUCTURE

2.1 In general, the Leaseweb's Sales Contract will consist of the following Leaseweb B2B Sales Contract Schedules and 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 Sales Contract:

a) The Sales Contract Modification Form (only in relation to the relevant Sales Contract that is modified);
b) The Sales Contract specified by Leaseweb in the Contract Overview, including any prevailing Special Conditions formally confirmed and agreed with Leaseweb;
c) The Sales Terms and Conditions;
d) The Policies;
e) The Services Specifications; and
f) The Support and Service Levels.

2.2 The applicability of purchase terms or other terms and conditions of Customer or third parties is hereby expressly excluded.

2.3 Leaseweb is entitled to issue new versions and thereby amend any of the applicable Leaseweb B2B Sales Contract Schedules, including the Sales Terms and Conditions, the Services Specifications and the Support and Service Levels. Such amendment also applies to existing Sales Contracts for Services, unless Leaseweb states otherwise formally in writing. The amendments come into effect fourteen (14) days after the announcement or on a later date stated in the announcement. The announcement may be made on Leaseweb's website and/or through the Customer Portal. If Customer does not wish to accept an amendment that relates to an existing Sales Contract, the Customer has the right to terminate that Sales Contract with effect from the date on which the amendment comes into force solely by means of a written formal Notification for termination that must have been received by Leaseweb within fourteen (14) days after Leaseweb's announcement of a new version of any of the Sales Contract Schedule(s), unless (a) the amendment is solely for the benefit of the Customer; (b) the amendments are required by law; or (c) the amendment does not materially and adversely affect Customer's use of the Services.

3. SCOPE OF SERVICES

3.1 The scope and nature of the Services offered by Leaseweb are set out in the following Sales Contract Schedule: Services Specifications. The scope and nature of the available Service Levels are set out in the following Sales Contract Schedule: Support and Service Levels.

3.2 The Services, as well as the Service Levels, purchased or leased by Customer from Leaseweb are listed in the Contract Overview.

3.3 Leaseweb may discontinue Equipment and Services, sales, support, delivery or offerings of Equipment and Services at any time for any end of life-cycle or alternative business reasons in causing such discontinuation of Services. Leaseweb will use commercially reasonable efforts to provide advance notice.

3.4 Customer is aware that Leaseweb will no longer provide security updates or technical support for the discontinued Equipment and Services. Customer is aware that continuing to operate discontinued Equipment or Services do so at their own risk.

3.5 Leaseweb may contact the Customer to provide alternative similar Equipment and/or Services as ordered for substitution in the Quotations and/or has the right at Leaseweb's reasonable discretion to substitute and deliver such alternative similar Equipment and Services as part of the Sales Contract.

4. QUOTATION, ORDER AND CONTRACT OVERVIEW PROCEDURE

4.1 In the event that a Customer wishes to purchase or use Services or Equipment from Leaseweb, Customer shall place a request with Leaseweb to that effect.

4.2 Any request shall be submitted (i) in writing by email to request Leaseweb to provide a Quotation; or (ii) by submitting an Order in the Leaseweb webshop and completing the online Order process on Leaseweb's website (www.Leaseweb.com); (iii) by means of or through the Customer Portal for existing Customers.

4.3 Leaseweb shall review the request within a reasonable time after receipt thereof. If Leaseweb is willing to provide the requested Service(s) and/or Equipment, Leaseweb shall confirm such to Customer in writing, by sending (i) a Quotation to Customer or (ii) (in case of the online Order process on Leaseweb's website) by sending an order acknowledgement.

4.4 If Customer approves the Quotation, an authorized representative of Customer shall confirm such to Leaseweb by signing the approved Quotation received from the Leaseweb e-signature system, for its understanding and acceptance of the Leaseweb B2B Sales Contract Schedules and the Sales Contract Terms and Conditions in the Quotation. A signed Quotation will be referred to and qualify as an Order.

4.5 Leaseweb reserves the right to reject the Order by giving written notice to Customer, taking into account a fourteen (14) day notice period upon Leaseweb's sole discretion at reasonable grounds, including: (i) if a Customer does not pass the Leaseweb Know Your Customer (KYC) Customer verification requirements (ii) or in case of (alleged) breach with the Policies, (iii) or if a Service and/or Equipment is not available, (iv) or the Estimated Delivery Data cannot met, (v) in case of an incorrect offering or Fees or Leaseweb does not receive the pre-payment or deposit or financial security or fails a credit check, exceeds a credit limit, if applicable (vi) or in case of outstanding Fees of any overdue invoices and/or (vii) Payment Schedule Plan applies and at any other reasonable grounds at Leaseweb's discretion.

4.6 In case the Order has been fully accepted by Leaseweb, it will become a Sales Sales Contract as specified to Customer in the Contract Overview containing Fees, Sales Contract Term and Sales Contract Terms and Conditions.

4.7 Cloud pay-as-you-go product can be ordered via the Leaseweb Customer Portal, which shall contain activation options i.e. Services that are charged to Customer based on Customer's actual usage of the Service, measured per day/minute/hour or other appropriate unitized measure. Customer may deactivate the Service at any time in the Customer Portal, unless the Customer Portal has indicated that the Service has a Sales Contract Term, in which case clause 20 shall apply.

5. SALES CONTRACT MODIFICATION PROCEDURE

5.1 During the Term of the Sales Contract, Customer may submit a Sales Contract Modification request. Customer should submit its Sales Contract Modification request by email or the Customer Portal to Leaseweb.

5.2 Leaseweb shall be entitled to set conditions for a Sales Contract Modification request, e.g. adjustment of the Service Fees, payment by Customer of a Fee for administrative activities and/or payment by Customer of any other non-recurring Fees applicable to such Sales Contract Modification Order through the Customer Portal, or by means of Leaseweb's Quotation for Customers acceptance in accordance with Clause 4.4.

5.3 In case of a Sales Contract Modification Order relating to a Sales Contract that has a Sales Contract Term of one (1) month, the Sales Contract Term shall automatically be extended with one renewal month.

5.4 Every Modification Order is subject to acceptance by Leaseweb, which may be granted or withheld at Leaseweb's sole discretion as described in Clause 4.5

5.5 Any Order for Sales Contract Modification shall only be valid if fully accepted and confirmed by Leaseweb by means of a Contract Overview establishing the Modification Sales Contract.

5.6 In case of a Sales Contract Modification submitted by Customer during the Trial Period, the Trial Period will end immediately and will be converted into a Sales Contract after acceptance of the Modification by Leaseweb and the Customer forfeits the Trial Period, the Contract Start Date of the Sales Contract will commence on the day the Modification has been accepted by Leaseweb, as confirmed in the Contract Overview or the order acknowledgment.

5.7 In case of a Sales Contract Modification submitted by Customer during the Waiver Period, the Waiver Period Discount will end immediately, and for the remainder of the Sales Contract the Fees offered by Leaseweb without Waiver Period Discount shall apply, as confirmed in the Contract Overview or the order acknowledgment by Leaseweb.

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 Estimated Delivery Date; and

b) any Equipment sold by Leaseweb to Customer will be delivered on the Estimated Delivery Date at the Data Center, as specified in the Order.

In view of the foregoing, Customer acknowledges that the Delivery Date is a target date.

6.2 Leaseweb will confirm the actual Contract Start Date in the Contract Overview.

6.3 With effect from of the Delivery Date, the Equipment shall be for the risk and benefit of Customer. However, title of ownership to the Equipment will only pass to Customer on the receipt by Leaseweb of payment - in full - of the Fees for such Equipment, as specified in the Contract Overview. For the avoidance of doubt: In the event that Customer leases Dedicated Equipment, such lease will be an operational lease and payment of Service Fees shall not constitute any transfer of ownership of such Dedicated Equipment to Customer. Leaseweb may – at its sole discretion – unilaterally delay the Delivery Date and/or Contract Start Date, by giving written notice to Customer, taking into account a notice period of at least five (5) days, provided that Customer shall be entitled to a credit equal to ten percent (10%) of the non-recurring Fees, referred to in Clause 10.4b), with respect to the affected Service if Leaseweb unilaterally delays the Delivery Date and/or Contract Start Date by more than thirty (30) days after the Contract Start Date or Estimated Delivery Date. Leaseweb's notice of delay shall state a new Contract Start Date and/or Estimated Delivery Date.

6.4 In case Customer has a complaint with respect to:

a) the Service, Customer shall provide written notice to Leaseweb, including in reasonable detail the grounds for its complaint, within two (2) days from the Delivery Date in the absence whereof Services shall be deemed to be approved of by Customer;

b) any Equipment sold by Leaseweb to Customer, Customer shall provide written notice to Leaseweb, including in reasonable detail the grounds for its complaint, within five (5) days from the Delivery Date in the absence whereof such Equipment shall be deemed to be accepted and approved of by Customer.

6.5 In the event that Customer has provided its written complaint in accordance with Clause 6.4, and such complaint is found to be justified, Leaseweb shall take such action as necessary, and as expeditiously as reasonably practicable, to correct or cure such defect or failure. Leaseweb will subsequently notify Customer hereof once the Service or Equipment is functioning properly and the complaint periods specified in Clause 6.4 shall (re)commence on the date of such notice.

7. USE OF SERVICES AND EQUIPMENT

7.1 Customer using the Services, software or Equipment, maintaining due care in respect of keys and access thereto, all within scope of the relevant Sales Contract, applicable laws and the Policies. Customer's use of any information obtained via the Network is at Customer's own risk. Leaseweb expressly disclaims any responsibility for the accuracy or quality of information obtained through its Services.

7.2 Leaseweb is not responsible or liable for and makes no representation or warranty, express or implied, with respect to the accuracy, quality or completeness of the (content of) information and communications, in whatever form transmitted 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 content including but not limited to text, graphics, sound, video, data and any aspect of Customer's content.

8. PERSONAL DATA / DATA PROTECTION

8.1 In the performance of Leaseweb's obligations under the Sales Contract, Leaseweb and its Affiliates shall Process Personal Data for or on behalf of the Customer. Leaseweb does not control and never acts as Data Controller of any (personal) data and content of Customer transmitted over the Network. Parties acknowledge and agree that with regard to the Processing of Personal Data on the Customer's behalf, the Customer is the Data Controller, and Leaseweb is the Data Sub-Processor. In order to comply with the relevant data protection legislation, in particular the GDPR, with respect to the Processing of Personal Data by Leaseweb, Parties agree upon the conditions as set forth in this Clause 8.

8.2 Leaseweb and its Affiliates shall Process Personal Data if and to the extent such Processing is required in the performance of the under Sales Contract(s) and any related marketing and sales activities whereby Customer engages with Leaseweb, all of the above permitted by the legal grounds provided under the GDPR. In addition, such is permitted if Leaseweb is under a legal obligation to Process the Personal Data. Leaseweb shall inform the Customer of such legal obligation unless it is prohibited by law or reasons of important public interest from doing so.

8.3 Leaseweb ensures that the persons authorized by Leaseweb and/or its Affiliates to Process the Personal Data shall have access to the Personal Data as is required and necessary for the performance of Leaseweb's obligations under the Sales Contract Schedules and the Sales Contract and upon Leaseweb's legitimate interests.

8.4 Leaseweb shall arrange for all appropriate technical and organizational measures, to the extent such measures may be reasonably expected of Leaseweb, to protect the Personal Data

from loss, loss of integrity or from any form of unlawful Processing and shall ensure that these measures to the extent such measures may be reasonably expected of Leaseweb meet all requirements under the applicable data protection legislation. An overview of the technical and organizational measures taken by Leaseweb is included in the Privacy Statement.

8.5 In case Leaseweb engages sub-contractors in the performance of the Sales Contract, Leaseweb shall request similar data protection obligations as set forth in this Clause 8 on those sub-contractors.

8.6 Leaseweb shall provide all reasonable assistance to the Customer in order for the Customer to fulfill its obligations to respond to requests by data subjects (such within the meaning of the GDPR) exercising their rights under the applicable data protection legislation.

8.7 Leaseweb shall provide all reasonable assistance to the Customer in order for the Customer to comply with its obligations, taking into account the nature of the Processing and the information available to Leaseweb.

8.8 In the circumstances where Leaseweb discovers a data breach that may adversely affect the protection of Personal Data Processed by Leaseweb on behalf of the Customer, Leaseweb will notify the Customer, to the extent permitted by law, as soon as reasonably possible. Leaseweb will cooperate with the Customer on the investigation of the personal data breach. Where there is a legal requirement to report a data breach, it will be the Customer's responsibility to notify the relevant authority and/or the data subjects concerned, to the extent necessary, in case of a personal data breach.

8.9 Upon a request from the Customer, after expiration or termination of the Sales Contract, Leaseweb shall review the request and remove to the extent possible all the Personal Data pertaining to the Customer, unless Leaseweb is required to retain such Personal Data under the applicable law.

8.10 Leaseweb shall make available to the Customer all information necessary, to the extent this is possible and reasonable, to demonstrate compliance with the conditions laid down in this Clause 8. Leaseweb shall cooperate, to the extent this is possible and reasonable, with any audits conducted by the Customer or another auditor mandated by the Customer. Unless expressly agreed otherwise in writing, the costs of such audit or inspection will be borne by the Customer.

8.11 We may use your Personal Data for the purpose of sending you direct marketing (whether by messaging within our Service, by email or by other means) that offer or advertise the following products and services, but not limited to:

a) The Leaseweb products and Services and similar Services and the products and Services of our Affiliate and third party suppliers, including network services, cloud computing services, payment services, location and mapping services and other social media, entertainment, e-commerce, information and communications software and services; and third party providers of Internet Services and products and Services relating to technology, that we think may be relevant to you.

8.12 Customer shall have the option to unsubscribe from any direct marketing messages.

8.13 Any requests, questions regarding data protection legislation, in particular the GDPR, should be sent to privacy@de.leaseweb.com.

9. KNOW YOUR CUSTOMER, CREDIT APPROVAL AND FINANCIAL SECURITY

9.1 The provision of Services or use of Equipment by Leaseweb to Customer is subject to Know Your Customer (**KYC**) verification requirements and any credit limit requirements during the Sales Contract Term set by Leaseweb in its sole discretion as condition for the acceptance process set forth in Clause 4.5.

9.2 Leaseweb may, at any time, by notice in writing impose a credit limit on Customer to an amount to be determined by Leaseweb applicable to the Order value. Any Orders for Services required by Customer in excess of any such credit limit will require Customer to prior deposit an amount equal to or greater than the amount by which Customer will exceed the credit limit.

9.3 In addition to Clause 9.1, Leaseweb may require Customer to provide a deposit or a financial security by means of a bank guarantee or a parent guarantee, to be solely determined by Leaseweb or other security satisfactory to Leaseweb as condition for the acceptance process set forth in Clause 4.5.

9.4 Any deposit or bank guarantee or parent guarantee shall be held by Leaseweb as security for the payment of the Fees and any other amounts due under the Sales Contract. Upon termination or expiration of the Sales Contract, Leaseweb may apply a deposit or bank guarantee or parent guarantee to any amounts owed by Customer to Leaseweb. Any remaining credit balance of a deposit shall be refunded to Customer. Any deposit paid by Customer pursuant to this Clause will not carry any interest.

10. TERMS OF PAYMENT

10.1 For Equipment purchased by Customer from Leaseweb, Customer shall pay to Leaseweb the purchase Fee specified in the Contract Overview. For the use of the Services, Customer shall pay to Leaseweb the Fees. Unless specified otherwise, all Fees are in Euro and exclusive of VAT.

10.2 Leaseweb is entitled to increase any of the Fees one (1) time per calendar year, with: (a) five percent (5%); or – if higher – (b) the CPI for the previous year. The increase will apply with effect from the first (1st) of January, unless stipulated otherwise by Leaseweb in its notification to Customer. In the event that the increase of the Fees takes effect within twelve (12) months of the Contract Start Date, the increase will be pro-rated on the basis of the number of months that have passed since the Contract Start Date.

10.3 In addition to Clause 10.2, Leaseweb shall be entitled to pass on (a) changes in any (license) fees or Fees for (software) products procured or leased by Leaseweb from third parties: (i) used by Leaseweb in the provision of Services to Customer; (ii) or licensed or resold by Leaseweb to Customer (b) fees for third party Payment Services Provider in connection with the payment method.

10.4 Unless specified otherwise in the Contract Overview, Leaseweb will invoice:

a) the Fees of any Equipment sold by Leaseweb to Customer, prior the Delivery Date;
b) setup Fees, Service activation Fees and any other non-recurring initial Fees, upon the Delivery Date or upon the Contract Start Date, whichever is earlier; and
c) all recurring Service Fees, as the Contract Start Date, monthly in advance,
d) Pro-rata Fees, which will be invoiced in arrears in the first invoice after the Contract Start Date,
e) use of Services above the agreed levels of Service and/or additional services e.g. with respect to the usage of Bandwidth and/or Data Traffic which will be invoiced monthly in arrears.

10.5 In deviation of Clause 10.4a), Leaseweb may require Customer to make a Pre-payment to Leaseweb in relation to any Service or Equipment purchased by Customer from Leaseweb.

10.6 Leaseweb will send invoices to Customer by e-mail, in a portable document format (PDF). At Customer's request, Leaseweb will – as an extra Service – provide Customer with a print out of the invoice, via regular mail. For such extra Service, Customer shall pay a Service Fee to Leaseweb, in relation to the additional (administrative) activities performed by Leaseweb and the costs of the mail service.

10.7 Unless specified otherwise in the Contract Overview, all invoices sent by Leaseweb to Customer are payable by Customer to Leaseweb within fourteen (14) days from the invoice date (applicable and binding **Payment Term**).

10.8 Leaseweb is entitled to require Customer to make free of charge payment by means of Direct Debit as standard default method of

payment for any Order, or any other free of charge payment method, automatically applicable and authorized by Customer by submitting the Order. If the Customer prefers and chooses any other non-free of charge payment method incurring costs charged by a third party Payment Services Provider, all such costs and charges shall be accepted and borne and paid by Customer (if possible directly to third party Payment Services Provider). Leaseweb has the right and Customer has the obligation if so instructed by Leaseweb in the Customer Portal, to make credit card payment to the regional Leaseweb Payment Service Provider acting on behalf of Leaseweb under the Sales Contract.

10.9 The billing cycle is determined by Leaseweb in any Order and included in the Sales Contract Terms.

10.10 Leaseweb will be entitled to charge an administrative Fee of five hundred Euros (€ 500,00--) to Customer, if: (i) Customer has cancelled the Direct Debit authorization during the Sales Contract Term; or (ii) payment to Leaseweb has been reversed or denied.

10.11 Without prejudice to Section 45.i of the German Telecommunications Act (TKG), in case Customer has a complaint with respect to an invoice, Customer shall dispute such complaint in writing to Leaseweb within the payment term, in the absence whereof invoices are deemed to be approved by Customer. A complaint with respect to an invoice shall only be taken into consideration in the event that the complaint specifies the dispute of relevant invoice(s) and provides proper motivation for the complaint. In such case, the Parties will use commercially reasonable efforts to resolve the dispute amicably within twenty (20) days of Leaseweb's receipt of Customer's complaint, firstly at the level of each Party's senior management and – failing satisfactory resolution within fifteen (15) days – secondly at the Parties executive Managing Director level. In the event Parties fail to resolve the dispute amicably within twenty (20) days of Leaseweb's receipt of Customer's complaint, each Party shall be entitled to commence dispute resolution in accordance with Clause 28.2.

10.12 Customer shall not be entitled to any set-off, waiver or deduction of payment of an invoice. Customer's right to suspend payment of (part of) an invoice is limited to the amount of the invoice that is disputed in good faith by Customer, in accordance with Clause 10.11. In the event Customer's complaint is found to be unjustified, Customer will immediately pay the outstanding amount, plus interest in accordance with Clause 10.13.

10.13 If Customer does not pay an invoice within the payment term, in the event that such invoice has not been disputed in accordance with Clause 10.11, or Customer does not pay the undisputed part of the invoice within the payment term, Customer shall be in breach of the Sales Contract and Leaseweb will, without a warning or notice of default being required, be entitled to (i) charge Customer interest on such sum on a daily basis from the due date until the date of payment on the basis of the default interest rate plus two percent (2%), without prejudice to Leaseweb's other rights and remedies.

10.14 If Customer does not pay an invoice within the Payment Term, in the event that such invoice has not been disputed in accordance with Clause 10.11, Leaseweb may hand it over to an external collection agency. Any collection costs and expenses incurred by Leaseweb shall be borne by Customer.

11. TAXES

11.1 11.1 Unless specified otherwise, all Fees are exclusive of any sales tax, VAT, or similar tax. Customer shall be responsible for and shall pay all sales, use, excise, or similar consumption taxes (including VAT, when applicable) arising out of the Sales Contracts. The Parties are of the view that the use or provision (as appropriate) of the Colocation Service will not create a relationship of lessor/landlord and tenant between the Parties.

11.2 The Parties agree that the amount charged by Leaseweb for its services does not qualify as a royalty, interest or dividend as mentioned in the OECD model convention and its commentary. Taxes that must be withheld at source in the country where the client resides are for the account of the Customer. This means that the amount payable on the invoice is to be considered an amount after source taxes.

12. SUSPENSION OF SERVICES

12.1 Leaseweb shall be entitled to immediately suspend the provision of any of the Services and/or to suspend Customer's right to access or use the Customer Portal and/or to suspend Customer's right to access to the Equipment, on giving written notice to Customer, in the event that:

a) Leaseweb receives an order or ruling or decision to that effect from a court, any law enforcement authority or any (other) governmental authority;

b) Customer is or can reasonably expected to be in breach of the Acceptable Use Policy (part of the Policies), and fails to take (timely) remedial action in accordance with the Abuse Policy (part of the 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 if this causes material breach under the Sales Contract and/or may subject Leaseweb to incur liability vis-à-vis third parties, and/or may cause an Emergency;

c) Customer's consumption of electricity exceeds Basic Power (specified in the Contract overview) and Customer fails to reduce its electricity consumption to a level on or below Basic Power within three (3) days after having received notice thereon;

d) Customer's consumption of Data Traffic or Bandwidth exceeds the Committed Data Traffic or the Committed Bandwidth (specified in the Contract Overview), 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;

e) 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;

f) Customer does not effectively cooperate with any investigation of Customer's alleged improper or unlawful use of the Services, the Network or other networks accessed through Leaseweb;

g) Customer does not pay an invoice within the Payment Term and fails to pay such invoice, plus the interest referred to in clause 10.13, within a period of seven (7) days after having received the Final Reminder Before Suspension Notice thereon;

h) 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 16.8; and/or

i) Customer is in breach of any of the other provisions of the Sales Contract and Customer fails to remedy such breach within 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 if this causes material breach under the Sales Contract and/or may subject Leaseweb to incur liability vis-à-vis third parties, and/or may cause an Emergency;

j) Leaseweb has good reasons to fear that Customer will materially breach its obligations under the Sales Contract, and Customer does not, upon written request, confirm to Leaseweb in writing that it will fully perform in conformity with its obligations under the Sales Contract.

12.2 Leaseweb shall be entitled to continue the suspension or limitation described in Clause 12.1 until: (i) Customer has remedied the breach and has paid the deactivation Fee specified in Clause 12.3; or (ii) the Sales Contract has been terminated by Leaseweb in accordance with Clause 21.

12.3 Following suspension of the provision of the Services and/or access to the Equipment, in accordance with this Clause 12, Leaseweb may claim -and Customer shall pay upon demand- a deactivation Fee in the amount of sixty two Euros and fifty cents (€ 62.50), 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.

13. SERVICE DISRUPTION

13.1 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.

13.2 Following notification by Customer in accordance with Clause 13.1, Leaseweb shall:
a) notify Customer of the estimated timescale for restoration of the affected Services, on Leaseweb's website and via e-mail;
b) use its best endeavours to end the Service Disruption and to restore the affected Services; and – as necessary -
c) provide Customer with information updates on its progress to end the Service Disruption.

13.3 Instead of restoring a Service, Leaseweb may elect to substitute such affected Service by a reasonably equivalent Service.

13.4 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.

14. MAINTENANCE AND TESTING

14.1 Leaseweb reserves the right to suspend the Services and may suspend Customer's right to access to the Equipment in order to perform Maintenance.

14.2 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.

14.3 If Leaseweb expects scheduled Maintenance, referred to in Clause 14.2, to affect the provision of the Services and/or access to the Equipment, Leaseweb shall:
a) - to the extent reasonably possible - provide at least three (3) days prior notice to Customer of the intended Maintenance;
b) - 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
c) 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.

14.4 If Leaseweb does not expect scheduled Maintenance, referred to in Clause 14.2, 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.

14.5 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.

14.6 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.

15. HOUSING SPACE / RELOCATION

15.1 Customer acknowledges that Leaseweb's ability to grant Customer a license to use the Housing Space, as well as Leaseweb's ability to provide (other) Services, are subject to the provisions of – and continuance of – Leaseweb's Facility Agreement with third party Data Center Provider.

15.2 Leaseweb reserves the right to relocate the Housing Space, as well as the right to suspend the Services in connection with such relocation.

15.3 Leaseweb shall give prior written notice to Customer of the intended relocation, taking into account a notice period of at least thirty (30) days, unless such notice cannot reasonably be expected from Leaseweb.

15.4 In the event that Leaseweb elects to relocate the Housing Space, Customer shall be required to relocate the Colocated Equipment to the new/alternative Housing Space designated by Leaseweb.

15.5 In case the relocation of the Colocated Equipment is performed by Customer, as referred to in Clause 15.4, Leaseweb shall provide compensation to Customer for any reasonable costs, to be determined by Leaseweb, incurred by Customer as a result of the relocation, excluding the costs of any new interconnections that Customer may require or the procurement, delivery, and/or installation of any duplicate Colocated Equipment required to accomplish the relocation.

15.6 In case a relocation is initiated by Leaseweb for monthly Sales Contracts, Leaseweb may upon Customer's request decide to waive the Pro-rata Fee and/or the monthly Fee as a Waiver Period Discount. The Contract Term shall automatically be extended with at least one (1) month Contract Term, as specified in the Quotation.

15.7 Without prejudice to Clause 15.4, Leaseweb may – at its sole discretion – decide to relocate the Colocated Equipment for and on behalf of Customer, Leaseweb shall notify Customer thereof simultaneously with its notification of the intended relocation of the Housing Space; and/or to the extent practicable, coordinate the relocation of the Colocated Equipment with Customer. In the event Customer does not confirm relocation within the specific term given in the Leaseweb's notification according to Clause 15.3, Leaseweb has the right without any consent from the customer at the time and day subject to Leaseweb's discretion to relocate Colocated Equipment for and on behalf of Customer, by giving written notice prior to intended relocation.

16. WARRANTIES

16.1 Each Party warrants, represents and undertakes that it:
a) has obtained and that it will - at least for the duration of the Sales Contract - maintain all of the necessary licenses, permits, and authorizations to use or provide (as appropriate) the Services and the Equipment;
b) shall comply with all relevant laws in providing or using (as appropriate) the Services;
c) shall use or provide (as appropriate) the Services with all due skill, care and diligence, at least in accordance with good industry practice.

16.2 Without limiting the generality of Clause 16.1, Customer warrants, represents and undertakes that (i) it shall pay all due local access- or telecommunications Fees applicable to transmitting data beyond the Network and/or through other public and private networks, as necessary and related to Customer's use of the Services; and (ii) 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.

16.3 With respect to software licensed or resold or otherwise given into use under a Sales Contract by Leaseweb to Customer, Customer warrants, represents and undertakes that it shall comply with the all provisions and compliance requirements including but not limited to audits of any end-user license automatically applicable related to such software.

16.4 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:

a) Leaseweb will transfer to Customer and Customer will accept the warranty that Leaseweb has received from the manufacturer / supplier of the Equipment; or
b) Leaseweb will arrange that the manufacturer / supplier of the Equipment grants such warranty directly to Customer.

In the events referred to under a) and b) of this clause, Customer will not have any recourse against Leaseweb with respect to such Equipment sold by Leaseweb to Customer, but instead may seek recourse directly from the manufacturer / supplier of such Equipment. Customer will duly meet its obligations to inspect and give notice of defects as per Section 377 of the German Commercial Code (*Handelsgesetzbuch*) in respect of Equipment sold by Leaseweb. It is the Customer's sole responsibility to provide Leaseweb with accurate customer information.

16.5 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 / licensor of such software. To the extent possible:

a) Leaseweb will transfer to Customer and Customer will accept the warranty that Leaseweb has received from the manufacturer / supplier of the software; or
b) Leaseweb will arrange that the manufacturer / supplier of the software grants such warranty directly to Customer.

In the events referred to under sub a) and b) of this clause, Customer will not have any recourse against Leaseweb with respect to such software, but instead should seek recourse directly from the manufacturer / supplier of such software. Customer will duly meet its obligations to inspect and give notice of defects as per Section 377 of the German Commercial Code (*Handelsgesetzbuch*) in respect of software sold by Leaseweb.

16.6 Without limiting Clause 16.5, 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. It is the Customer's sole responsibility to provide Leaseweb with accurate formally verifiable Customer information and contact details in the webshop Order, the Quotation and the Customer Portal, lacking to provide such accurate verifiable Customer information and contact details and/or in case of wrongful Customer information and contact details provided by the Customer, the Customer incurs all liability for any costs, expenses and damages arising for the Customer's risk and account while indemnifying and keeping Leaseweb harmless for any consequences thereof.

16.7 Notwithstanding Clause 16.5 and Clause 16.6, Leaseweb does not warrant that the Customer Portal, 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.

16.8 The Services, software and Equipment may be subject to international (including EU and US) rules that govern the export of Products and Services, software and Equipment. Customer warrants that it shall comply with all end-user, end-use, or destination restrictions issued by national governments, EU, US or similar bodies, and restrictions on embargoed nationals and nations and export control.

16.9 The warranties expressly set forth in the Sales Contract constitute the only warranties of Leaseweb regarding the Services and the Equipment and such warranties are in lieu of all other warranties, express, implied, written, oral or statutory, by operation of law or in fact, including but not limited to warranties of merchantability, availability, uptime, non-infringement or fitness for a particular purpose. Without limiting the generality of the foregoing, Leaseweb does not warrant that the Services, or the Customer's use thereof, are or will be error free or will operate without interruption.

17. INDEMNIFICATION

17.1 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 wilful or negligent act or omission of Customer.

17.2 In respect of the indemnification under clause 17.1, 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.

18. LIMITATION OF LIABILITY

18.1 Neither Party shall be liable to the other Party in respect of any breach of an obligation, warranty or guarantee under the Sales Contract for loss of profits, loss of revenue, loss of anticipated savings, loss or any plant or facility, loss of opportunity, loss of goodwill, special or punitive damages, loss of contract, or any type of special, indirect, consequential loss, loss or damage as a result of an action brought by a third party and such liability is excluded whether it is foreseeable, known, foreseen or otherwise.

18.2 Leaseweb shall not be liable for:

a) 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;
b) any transaction, which Customer may enter into with a third party using the Services;
c) the contents of any information and/or communications transmitted via the Equipment and/or Services or for any information or content on the Internet;
d) the contents of any information and communication, in whatever form, transmitted by Customer over the Network;
e) the accuracy or quality of information obtained through the Services;
f) damage to or loss of any of Customer's data (bases) or loss of technology, except when such damage or loss is the direct result of gross negligence or wilful misconduct on the part of Leaseweb;
g) damage to or loss or destruction of Colocated Equipment, except when such damage or loss is the direct result of gross negligence or wilful misconduct on the part of Leaseweb;
h) damage that is the direct or indirect result of the actions of Customer contrary to (one of) its obligations under the Sales Contract;
i) damage that is the direct or indirect result of an inaccuracy of the information provided by or on behalf of Customer;
j) damage that is the direct or indirect result of the suspension of Services by Leaseweb, as referred to in Clause 12 and Clause 14;
k) damage that is the direct or indirect result of the Customer Portal being (temporarily) offline or otherwise unavailable;
l) damage that is the direct or indirect result of the Customer's use of the Customer Portal;
m) damage that is the direct or indirect result of a Denial-of-Service (DDoS) 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;

n) damage in case Leaseweb has not been notified of such damage in writing within eight (8) days after Customer has come to know of the damaging event, or should reasonably have known of it; or

o) any damage in case and insofar as such damage is covered by any insurance effected by or for the benefit of Customer.

18.3 Notwithstanding any other provision of the Sales Contract, Leaseweb shall not be liable to Customer, if changes in any of its facilities, procedures, or Service: (i) render obsolete Colocated Equipment in conjunction with its use of the Service; (ii) require modification, alteration or relocation of such Colocated Equipment; or (iii) otherwise affect the performance of such Colocated Equipment.

18.4 The legal remedies outlined in Clauses 6.3 and 21.4a) constitute all legal remedies available to Customer in relation to a delay of the Delivery Date or Contract Start Date by Leaseweb. Leaseweb shall have no other liability to Customer if the Service is not ready for Customer's use on or after the Delivery Date or any delay thereof; or - if the installation is to be performed by Leaseweb - the installation is not completed by the Delivery Date, or any delay thereof.

18.5 The legal remedies outlined in Clause 13.4 and Clause 21.4b) constitute all legal remedies available to Customer in relation to a Service Disruption and any failure by Leaseweb to meet the agreed Service Levels.

18.6 Should Leaseweb be liable in spite of the provisions set out above in this Sales Contract or the Services Specifications, this liability shall in no case exceed the amount of Service Fees paid by Customer to Leaseweb with respect to the twelve (12) month period prior to the event or events giving rise to such liability, or this liability is limited to the lower amount that is in the relevant case paid out by the general liability insurance of Leaseweb.

18.7 All Customer's claims for compensation end in any case twelve (12) months after the damaging event has taken place, unless: (i) Customer and Leaseweb have come to a written arrangement; or (ii) Customer has commenced legal action in accordance with clause 28.2.

18.8 Nothing in the Sales Contract shall exclude or limit the liability of Customer to: (i) pay the Service Fees; or (ii) repair (or if repair is not practicable, replace) any tangible physical property intentionally or negligently damaged by Customer or its representatives or employees.

18.9 Nothing in this Sales Contract shall operate to exclude or limit a Party's liability resulting from (i) death (ii) wilful or fraudulent misrepresentation; or (iii) wilful misconduct; or (iv) gross negligence; or any other statutory liability not capable of limitation.

18.10 Each Party has a duty to mitigate damages for which the other Party may be responsible.

19. INSURANCE

19.1 Customer shall obtain and - at least for the duration of the Sales Contract - maintain the following insurances with a reputable insurance company, which (at minimum) covers:

a) third party liability;

b) Customer's liability towards Leaseweb; and

c) Customer's liability as an employer towards Customer's employees; in each case

up to an amount per event of – at least – three (3) times Customer's total annual Service Fees, with a minimum of one million Euros (€ 1,000,000. --).

Without prejudice to Clause 18.2g), the Colocated Equipment shall at all times be at Customer's risk. Therefore, during the continuance of the Sales Contract, it shall be Customer's responsibility to insure at its own expense, and keep insured the Colocated Equipment, with a reputable insurance company against loss, theft, damage or destruction howsoever arising at an amount not less than the full replacement value of the Colocated Equipment in a valid and applicable Property Damage insurance policy. Under no circumstances shall Leaseweb be obligated to provide insurance coverage for any of the Colocated Equipment or other Customer property installed within the POP and/or the Data Center.

19.2 Customer shall provide Leaseweb with documentation evidencing Customer's compliance with the provisions set out above in this Clause 19, within ten (10) days of Leaseweb's request to that effect. In general, Leaseweb considers a written statement by Customer's insurance company, confirming Customer's compliance, to be sufficient evidence.

20. SALES CONTRACT TERM /CANCELLATION

20.1 The Sales Contract Term commences on the Contract Start Date and has full effect during the Sales Contract Term.

20.2 At the Contract End Date Term, the Sales Contract shall be renewed automatically for successive Sales Contract Terms unless cancelled by either Leaseweb (Clause 20.3) or the Customer (Clause 20.4).

20.3 In case Leaseweb does not agree to such renewal of the Contract Term and wishes to cancel the Service at the Contract End Date Leaseweb has the right to cancel and notify the Customer from the Customer Portal or otherwise, taking into account a termination notice period of at least:

a) one (1) hour, in the event of a Contract Term of one (1) month;

b) two (2) months, in the event of a Contract Term of three (3) months or longer

20.4 In case the Customer does not agree to such renewal of the Sales Contract Term and wishes to cancel the Service at the Contract End Date, the Customer has the right to cancel and is required to make a cancellation notice by using the cancellation option in the Customer Portal taking into account a cancellation notice period of at least:

a) one (1) hour, in the event of a Sales Contract Term of one (1) month, provided that such notice is submitted by means of the Customer Portal;

b) two (2) months, in the event of a Sales Contract Term of three (3) months or longer.

20.5 The Trial Period will automatically be converted into a Sales Contract based on the prior agreed Contract Term as requested by the Customer and Fees offered by Leaseweb, unless the Customer cancels the Service during the Trial Period via the Customer Portal, taking into account the mandatory one (1) hour cancellation notice period before the end of the Trial Period. This means a cancellation notice submitted by Customer via the Customer Portal no later than 23.00 hours CET/CEST.

21. EARLY TERMINATION

21.1 A Party is entitled to terminate the Sales Contract during the Sales Contract Term prior to the Contract End Date by giving written Notice by separate email or post mail to the legally authorized representative other Party, without an obligation to take into account a notice period, if:

a) the other Party has ceased to exist or has been dissolved;

b) the other Party has been declared bankrupt, or it has been granted suspension of payments or entered into voluntary liquidation;

c) the other Party's business has been discontinued;

d) the other Party is in breach of any of the other terms of the Sales Contract 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

e) 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.

21.2 Leaseweb is entitled to terminate the Sales Contract 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 12.1 for seven (7) or more consecutive days; and/or
b) in the event the continued provision of the Services under the Sales Contract 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 or there is reasonable doubt of breach of the Policies; and/or (ii) the continued provision of the Services may subject Leaseweb to a third-party claim; and/or
c) Customer does not pay an invoice within the Payment Term and fails to pay such invoice, plus the interest referred to in Clause 10.13 within a period of fourteen (14) days after having received notice thereof; and/or
d) of a change of ownership or Control of Customer if – in Leaseweb's view – (i) the party that acquires ownership or Control of Customer is of lesser socio-economic standing than the party which owned Customer or had Control of Customer as at the Effective Date; and/or (ii) Customer's credit position is adversely affected by such change of ownership or Control; 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 Sales Contract, 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 Sales Contract.

21.3 Leaseweb is entitled to terminate the Sales Contract by giving written notice to Customer, taking into account a notice period of at least thirty (30) days, in the event that:
a) Leaseweb has received notification from its lessor or landlord with respect to termination or expiration of the Facility Contract where the Housing Space - that has been licensed to Customer - is located; and
b) Leaseweb will, for any reason, not be able to arrange for an alternative and suitable location for the Housing Space within a period of thirty (30) days after having received notification from its lessor or landlord, such to be determined at Leaseweb's sole discretion.

21.4 Customer shall be entitled to terminate the relevant Sales Contract with immediate effect, by giving written Notice to Leaseweb, without an obligation to take into account a notice period, if:
a) Leaseweb unilaterally delays Contract Start Date, and such delay lasts for thirty (30) days after having received a prior 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 Sales Contract being fully unavailable or unusable, within thirty (30) days after having received a prior Notification of Customer's intention to terminate.

21.5 A Party may only terminate the Sales Contract in accordance with the termination rights explicitly granted to such Party in the Sales Contract.

22. EFFECTS OF CANCELLATION/TERMINATION

22.1 Termination or cancellation of the Sales Contract 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.

22.2 Upon termination or cancellation of the Sales Contract:
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) Subject to Clauses 22.6 and 22.7, all sums due to Leaseweb up to the date of termination and originally agreed Contract End Date shall become due and payable in full immediately;
e) Customer shall, subject to Clause 22.5, remove all of the Colocated Equipment from the Data Center and shall return the Housing Space to Leaseweb in the same condition it was in prior to Customer's use thereof; and
f) Customer shall ensure that all (Internet) domains which have been registered through Leaseweb are transferred to another registrar.

22.3 If Customer does not timely remove the Colocated Equipment in accordance with Clause 22.2e): (i) Leaseweb may - at Customer's expense - remove and store the Colocated Equipment or return such Equipment to Customer, or dispose of such Equipment without liability for any related damages; and (ii) Customer shall be liable to pay to Leaseweb a penalty equal to one month Service Fees for the terminated Colocation Services for each month, or part of a month, that Customer has failed to remove the Colocated Equipment.

22.4 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 Sales Contract, in accordance with Clause 22.2f), Leaseweb shall be entitled to deregister or cancel the registration of such (Internet) domains, without any obligation to provide Customer prior notice thereof.

22.5 Leaseweb will have the right to retain any Colocated Equipment until it has received payment in full of all sums due and/or payable by Customer to Leaseweb. If Leaseweb has not received such sums within fourteen (14) days after termination or expiration of the Sales Contract, such to be determined by Leaseweb, Leaseweb shall be entitled to sell any Colocated Equipment, necessary to recoup all sums due and/or payable, at such price as Leaseweb is able to obtain in the open market.

22.6 In the event that Leaseweb terminates the Sales Contract in accordance with Clause 20.3, 21.1, 21.2a), 21.2b), 21.2c), 21.2d), or 21.2f), Customer has the obligation to pay to Leaseweb – without prejudice to any other rights or remedies that Leaseweb may have – within five (5) Business Days after the effective date of termination as notified by Leaseweb, one hundred percent (100%) of all Fees outstanding (i) during the Contract Term and (ii) in addition all Fees for the remaining period from the termination date up to the originally agreed Contract End Date.

22.7 In the event that Customer terminates the Sales Contract, Customer has the obligation to pay – without prejudice to any other rights or remedies that Leaseweb may have – within five (5) Business Days after the effective date of cancellation or termination, to Leaseweb one hundred percent (100%) of all Fees outstanding (i) during the Contract Term and (ii) in addition all Fees for the remaining period from the cancellation or termination date up to the originally agreed Contract End Date.

22.8 In the event that Leaseweb terminates the Sales Contract or an affected Service in accordance with Clause 21.2e), Leaseweb shall refund to Customer:
a) any non-recurring initial Fees or setup Fees that have been paid by Customer to Leaseweb in respect of the Service so terminated, in the event that the Sales Contract or affected Service is terminated prior to the Delivery Date; and
b) a pro rata portion of any recurring Service Fees 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 Fees that will accrue until the date of termination of the affected Service.

22.9 The following Clauses shall survive termination or cancellation of the Sales Contract and continue in full force and effect, in addition to those Clauses the survival of which is necessary for

the interpretation or enforcement of the Sales Contract: Data Protection/ Personal Data (Clause 8), Indemnification (Clause 17), Limitation of Liability (Clause 18), Confidentiality (Clause 24), Notices (Clause 26), Miscellaneous (Clause 27), Governing Law and Jurisdiction (Clause 28).

23. FORCE MAJEURE

23.1 A Party shall not be deemed in breach of any of its obligations, guarantees or warranties under the Sales Contract if, and to the extent that, performance is prevented or delayed by an event of Force Majeure, - taking into account that Force Majeure shall not apply and Customer remains fully obligated to perform all of its obligations of the Sales Contract if Leaseweb was requested for an order or quotation and/or entering in to a Sales Contract after an event that the Customer could have reasonably known or been aware of -, provided that the Party that is effected 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 which shall be notified by Leaseweb on its website and/or Customer Portal or otherwise and shall be notified done by Customer by Notification to Leaseweb; and
b) provided the other Party with all information on the event of Force Majeure and the (expected) cessation or termination of said event.

23.2 The Party that is affected by an event of Force Majeure shall use all reasonable endeavours to avoid or minimize the effects of an event of Force Majeure on its performance of its obligations under the Sales Contract.

23.3 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 Sales Contract by means of Notification.

23.4 During an Event of Force Majeure, Customer shall remain liable for payment of all Fees due under the Sales Contract and Customer shall not be entitled to a refund for any Fees paid by Customer to Leaseweb for such suspended period.

24. CONFIDENTIALITY

24.1 A Receiving Party, meaning either the Customer or Leaseweb and its Affiliates shall: (i) keep all Confidential Information confidential, (ii) not disclose any Confidential Information to any other party than the Party and its Affiliates without the prior written consent of the Disclosing Party, and (iii) only use and reproduce the Confidential Information for the performance of its obligations under the Sales Contract and related marketing activities.

24.2 The obligations contained in clause 24.1 shall not apply to any Confidential Information which: (i) at the date of the Sales Contract is, or at any time after the date of the Sales Contract becomes, public knowledge other than through breach of the Sales Contract by the Receiving Party; (ii) can be shown by the Receiving Party to the reasonable satisfaction of the Disclosing Party to have been known to the Receiving Party prior to it being disclosed by the Disclosing Party to the Receiving Party; or (iii) is required to be disclosed or used by law.

24.3 The Receiving Party agrees that any and all notes, diagrams, descriptions, memoranda and other writings or electronic information obtained from the Disclosing Party and any copies, notes or excerpts thereof containing Confidential Information shall remain the property of the Disclosing Party and that said documents shall, upon request of the Disclosing Party and at the Disclosing Party's option, be promptly returned to the Disclosing Party or destroyed upon any termination of consideration of the possible business arrangement.

25. TRANSFER OF RIGHTS AND OBLIGATIONS

25.1 Leaseweb shall be entitled to assign any of its rights or obligations under the Sales Contract to an Affiliate (or its or their successors, through merger or acquisition of substantially all of their or its assets), upon giving written announcement to Customer which shall be announced on the website, Customer Portal, email or otherwise.

25.2 Leaseweb shall be entitled to sub-contract any or all of its obligations under the Sales Contract to a third party without given notice or information thereof to the Customer, provided that Leaseweb shall remain liable to Customer for the performance of those obligations.

25.3 Without prejudice to Clause 25.1 and 25.2, neither Party shall be entitled to assign or transfer, or purport to assign or transfer, any rights or obligations under the Sales Contract to a third party (other than Leaseweb's Affiliates) without the prior written consent of the other Party, which consent may not be unreasonably withheld.

25.4 In case Customer wishes to assign or transfer, or purport to assign or transfer, any rights or obligations under the Sales Contract to a third party, Leaseweb's consent is subject to agreement per Contract Transfer Request Form whereby Leaseweb shall consider if the third party is of same or better socio-economic standing than the Customer, of the third party meets the KYC Customer verification requirements and/or credit position is adversely affected by such assignment or transfer to a third party.

25.5 Nothing in the Sales Contract shall exclude or limit Leaseweb's rights to grant or create a right of pledge or other security right - for the benefit of a bank or other financial institution or other third party – on or over any or all (cash) receivables that Customer owes or comes to owe to Leaseweb.

26. NOTICES

26.1 Unless specified otherwise herein or in the Sales Contract, any Notice including a demand, claim or other communication under or in connection with the Sales Contract 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 authorized representative of 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	Kleyerstrasse 75 – 87 / Tor 13, 60326 Frankfurt am Main, Deutschland; 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.

26.2 In the absence of evidence of earlier receipt, any such Notice, including a demand, claim or other communication shall be deemed to have been received:

a) if delivered by hand, at the time of delivery;
b) if posted, on the expiration of five (5) Business Days after the notice has been provided to the courier company; or
c) if sent by e-mail, the moment the e-mail has been received on or by a mail server or mail exchanger used or operated by the legally authorized representative of the receiving Party.

26.3 For the purpose of Clause 26.2c) any failure to deliver -and any impossibility to receive or access- a notice, demand, claim or other communication shall be for the risk and account of the receiving Party, if -and to the extent that- such failure or impossibility is related to -or the result of- an act or omission of the receiving Party, a failure of the mail server or mail exchanger used or operated by the receiving Party, or a failure or interruption in the services of a third party that manages or hosts of the mail server or mail exchanger used or operated by the receiving Party.

27. MISCELLANEOUS

27.1 No waiver of any of the terms of the Sales Contract or of any breach of those terms shall be effective unless such waiver is in writing and signed by the waiving Party. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.

27.2 Other than Leaseweb's sub-contractors who shall have the benefit of the Sales Contract, nothing in the Sales Contract shall confer upon any third party any right, benefit or remedy of any nature under the Sales Contract.

27.3 Should any or several of the provisions of the Sales Contract be invalid or null and void, this shall not affect the remaining provisions thereof. In such event, the relevant provision shall be replaced by a valid provision that reflects – to the extent possible – the purpose and the intended effect of the original provision.

27.4 Nothing in the Sales Contract shall result in the transfer of a Party's Intellectual Property Rights (of whatever nature) to the other Party.

27.5 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, third party events, in marketing & sales communication and on Leaseweb's website. Other than the above, neither Party shall be authorized to (i) make press or public announcements relating to this Sales Contract, 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.

27.6 Customer is responsible for its employees, contractors and third parties engaging with Leaseweb as Customer's authorized representatives. In addition, in case Customer is represented by any person in any or all events, Leaseweb has the right to rely on and assume the apparent authority of such Customer representatives and Customer shall be held responsible and liable for any acts and omissions by such person.

28. GOVERNING LAW AND JURISDICTION

28.1 These Sales Terms and Conditions, the Sales Contract 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.

28.2 Subject to Clause 28.3, the competent courts of Frankfurt am Main shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Sales Contract or other Sales Contracts or other legal relationships resulting there from or in connection therewith.

28.3 Notwithstanding the terms of clause 28.1 and 28.2, 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.