

The Reseller Terms and Conditions schedule will be part of the Sales Contract consisting of the Leaseweb’s Sales Terms and Conditions, Services Specifications, Support and Service Levels and the Policies and shall apply to all Quotations, Orders, Sales Contracts, Services, Tests, trials and any other contracts and/or legal relationships between Leaseweb and Reseller. Leaseweb expressly rejects the applicability of Resellers or third party terms and conditions.

1. DEFINITIONS

In the Leaseweb Sales Schedules consisting of the Leaseweb Sales Terms and Conditions, Reseller 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:

Quarter means a period of three months starting from first of January of every year e.g. first quarter starts on January 1, second quarter starts on April 1, third quarter starts on July 1 and fourth quarter starts on October 1.

Reseller means any legal entity or natural person acting as a business professional (i.e. not as a consumer) entering into any Contract, Order, Quotation, trial, beta test, with respect to the provision of services by Leaseweb, once fully meet the qualification requirements referred as authorized Reseller.

Third party products and Services means the product and services which are not directly controlled by Leaseweb.

Tier means the advantages and benefits the Reseller will get based on the Total Monthly Recurring revenue. The Tier could change every Quarter, based on the Total MRR.

Total Monthly Recurring Revenue (MRR) means the aggregated MRR, including MRR of Third party products and services, from all the independent Leaseweb sales companies, which operate in a particular geographic area, together.

2. APPLICABILITY RESELLER TERMS AND CONDITIONS

2.1 The Reseller automatically accepts the Reseller Terms and Conditions, which is part of the Reseller Program, by signing a Quotation.

2.2 Leaseweb is entitled to issue new versions and thereby amend the Reseller Terms and Conditions from time to time. Such amendment also applies to existing 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 Reseller does not wish to accept an amendment that relates to an existing Contract, the Reseller 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 Schedule(s), unless (a) the amendment is solely for the benefit of the Reseller; (b) the amendments are required by law; or (c) the amendment does not materially and adversely affect Resellers use of the Services.

3. APPLICABLE RESELLER SUPPORT AND SERVICE LEVELS

3.1 The Reseller Support and Service Levels are only applicable to authorized Resellers.

3.2 The Bronze, Silver and Gold Support and Service Levels are available for the Reseller Program.

3.3 The ‘Advanced support included’, based on the Leaseweb Support and Service Levels, is not included and not applicable to the Reseller Support and Service Levels.

3.4 The Reseller cannot upgrade the Reseller Support and Service level by payment of an additional Fee.

3.5 The Reseller Support and Services level is based only on the Tier and therefore total MRR.

3.6 See chart below for specified Reseller Support and Service Levels.

	BRONZE	SILVER	GOLD
Free phone support	24/7	24/7	24/7
Response time (incidents)	4 hrs	2 hrs	1 hr
Hardware placement (incidents)	4 hrs	3 hrs	2 hrs
Customer portal	√	√	√
Advanced support hourly rate	€89 / \$119	€79 / \$99	€69 / \$89
Advanced support included	Not included	Not included	Not included

4. RESELLER APPLICATION FORM

4.1 Reseller declares to have filled in the Reseller Application Form with the correct information.

4.2 Due to Leaseweb’s Know Your Customer policy, Leaseweb is entitled to request additional information regarding Reseller’s business.

5. EARLY TERMINATION

5.1 Leaseweb is entitled to terminate all Sales Contracts with the Reseller by giving written Notice by separate email or post mail to the legally authorized representative of the Reseller, without an obligation to take into account a notice period if; (i) the information the Reseller provides to Leaseweb via the Reseller Application Form is not correct or does not seem to be correct; (ii) the information provided by Reseller changed after accepted as authorized Reseller but not matched the requirements of Leaseweb Reseller Program anymore.

6. NOTICE AND TAKE DOWN POLICY (NTD)

6.1 Reseller will always apply the applicable Leaseweb Policies, including the use of Resellers own NTD and will immediately act properly in accordance thereof in case of any abuse.

6.2 Reseller should be able to promptly resolve SPAM, copyright and abuse reports of its End Users and any other violations of Leaseweb Sales Contract.

7. QUALIFICATION REQUIREMENTS

7.1 Reseller should have a Monthly Recurring Revenue (MRR) of at least €500.

7.2 Reseller should have a verifiable business website, business email, business name, business phone number and business address.

7.3 Reseller should resolve SPAM, copyright, and abuse reports of its End Users, and any other violations of the [Leaseweb Sales Contract](#).

7.4 Reseller should be able to provide first line support to its End-user.

8. FINANCIAL BENEFITS

8.1 Specified Tier and discounts in the chart below are applicable for all authorized Resellers.

TIER	TOTAL MRR	MONTHLY FEE DISCOUNT	SETUP FEE DISCOUNT
1	€ 500 – 1,999	5%	5%
2	€ 2,000 – 4,999	10%	10%
3	€ 5,000 – 9,999	15%	15%
4	€ 10,000 – 19,999	20%	20%
5	€ 20,000 – 39,999	25%	25%
6	€ 40,000+	30%	30%

8.2 The monthly Fee discounts as described in Clause 8.1, does not apply to Third Party products and services such as, but not limited to, domain names, SSL certificates, software licenses and backup.

9. ADDITIONAL BENEFITS

9.1 Specified additional benefits in the chart below are applicable for all authorized Resellers.

	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5	TIER 6
Marketing						
Data center visits			X	X	X	x
PR/Case study			X	X	X	X
Reseller branding	X	X	X	X	X	X
Support						
Dedicated account manager			X	X	X	X
Knowledge Base	X	X	X	X	X	X
Service Level Agreement (SLA)	Bronze	Bronze	Silver	Silver	Gold	Gold

10. BILLING CYCLE DISCOUNTS

10.1 Extra Billing Cycle discounts in the chart below are available for Resellers.

BILLING CYCLE	DISCOUNT
1 month	0 %
3 months	2 %
6 months	4 %
12 months	7 %
24 months	12 %
36 months	16 %