

1. DEFINITIONS

1.1. In addition to the definitions set out in the General Conditions and the LeaseWeb Policies, the following definitions shall apply:

Beta Service means the Service under development in an experimental or test phase to be provided by LeaseWeb to Customer as agreed and specified in an Order Form.

Azure Stack Beta Service Terms means these Azure Stack Beta Service terms.

Feedback means the provision by Customer to LeaseWeb of the findings of Customer with regard to the general performance of the Beta Service and with regard to (operational) errors, flaws and/or other deficiencies of the Beta Service

Finished Version means the first release version of the Service, deemed ready by LeaseWeb to be commercially released.

2. APPLICABILITY

2.1. LeaseWeb's general terms and conditions (the "**General Conditions**"), and LeaseWeb's policies and guidelines with respect to the use of its Services (the "**LeaseWeb Policies**") are also part of the Azure Stack Beta Service Terms and apply to the Services and any Equipment provided by LeaseWeb.

2.2. LeaseWeb expressly rejects the applicability of Customer's general conditions, unless LeaseWeb has expressly accepted the applicability of Customer's general conditions in writing. Any amendments to Azure Stack Beta Service Terms are only legally binding between parties, if both Parties have expressly agreed to such amendments in writing.

3. BETA SERVICES

3.1. These Azure Stack Beta Service Terms shall apply to the use of the Beta Service provided by LeaseWeb, and any agreements and/or legal relationships between LeaseWeb and Customer resulting therefrom or in connection therewith.

3.2. These Azure Stack Beta Service Terms shall be applicable, unless expressly stipulated otherwise in the Agreement or another agreement and agreed upon in writing by LeaseWeb.

3.3. Customer recognizes and acknowledges that the product of the Beta Service is not fully developed and as a result:

- a) the Beta Service may contain (operational) errors, flaws and/or other deficiencies;
- b) there is or may be an elevated risk of service interruptions or outages in comparison to Finished Versions.

3.4. Given the nature of a Beta Service, as referenced in Clause 3.3, the restrictions and exclusions set forth in Clause 7 and the disclaimer set forth in Clause 8 shall also apply in the event Customer is required to pay Service Charges for the use of the Beta Service.

4. FINISHED VERSION

4.1. LeaseWeb shall notify Customer when the Finished Version is ready.

4.2. The Finished Version may differ substantially from the Beta Service.

4.3. Compatibility of Software with the Beta Service does not guarantee or indicate compatibility of that Software with the Finished Version.

5. USE OF THE BETA SERVICE

5.1. Customer is strongly advised not to use the Beta Service:

- a) in a live production environment;
- b) for business critical operations.

6. FEEDBACK

6.1. LeaseWeb shall regularly request Customer to provide Feedback to LeaseWeb in a form prescribed by LeaseWeb regarding Customer's experience with the Beta Service.

6.2. Feedback will be requested:

- a) with regard to the general performance of the Beta Service on a monthly basis;
- b) with regard to any incident as a result of an (operational) error, flaw and/or other deficiency in the Beta Service.

6.3. Feedback shall include the information necessary to enable LeaseWeb to duplicate any (operational) error, flaw and/or other deficiency in the Beta Service that Customer has experienced.

6.4. LeaseWeb will be entitled to use Customer's Feedback for any purpose, including product development purposes.

6.5. Upon LeaseWeb's first request Customer will provide LeaseWeb with comments that LeaseWeb may use publicly for press materials and marketing collateral.

7. SUPPORT / SLA

7.1. LeaseWeb will provide support with regard to the use of the Beta Service only during Business Hours and on a reasonable best effort basis.

7.2. The Service Levels specified in the Support and Service Level Schedule/Service Level Agreement do not apply to the Beta Service.

7.3. Customer shall not be entitled to any Service Credits for any downtime of the Beta Service or any (operational) error, flaw and/or other deficiency in the Beta Service.

8. WARRANTY

8.1. Notwithstanding the provisions of Clause 19 of the General Conditions, LeaseWeb disclaims any and all warranties with respect to the Beta Service.

9. CONFIDENTIALITY

- 9.1. All information regarding the Beta Service, including Customer's Feedback, is Confidential Information and as such subject to the provisions of Clause 24 of the General Conditions.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Any Intellectual Property Right inherent or linked to Feedback or otherwise arising from Customer's use or testing of the Beta Service shall vest exclusively in LeaseWeb or its third parties.
- 10.2. Customer acknowledges and agrees that any and all Intellectual Property Rights with respect to the Finished Version shall vest in LeaseWeb or its third parties.

11. TERMINATION

- 11.1. In addition to Clause 21 of the General Conditions, LeaseWeb is at its option and convenience entitled to terminate the Agreement with immediate effect, without an obligation to take into account a notice period, by giving written notice to Customer in accordance with Clause 26.1 of the General Conditions.

12. LIMITATION OF LIABILITY

- 12.1. LeaseWeb shall not be liable to the Customer in respect of any kind of damage directly or indirectly related to Customer's use of the Beta Service.