These General Conditions shall apply to all Quotes, Orders, the Services, the Services Specification, the Support and Service Level Schedule, the LeaseWeb Policies, the Internet Services Master Agreement (if concluded), and any other agreements and/or legal relationships between LeaseWeb and Customer resulting therefrom or in connection therewith. LeaseWeb expressly rejects the applicability of Customer's general conditions, unless LeaseWeb has expressly has accepted the applicability of Customer's general conditions in writing. Any amendments to the General Conditions are only legally binding between parties, if both Parties have expressly agreed to such amendments in writing.

1. DEFINITIONS AND INTERPRETATION

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

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

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

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

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

Business Day means Mondays to Fridays, with the exception of official public holidays in Singapore.

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

Change Order Form means the document, in standard LeaseWeb layout, used by LeaseWeb to respond to a change request, as referred to in Clause 5.

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

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

Confidential Information means all information not publicly known used in or otherwise relating to the Agreement, 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 Effective Date.

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

CPI means the Singapore Consumer Price Index issued by the Singapore Department of Statistics.

Customer means any natural person or legal entity that gives an assignment to LeaseWeb with respect to the provision of services by LeaseWeb.

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

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

Datacenter means a facility used to house computer systems and associated components, such as telecommunications and storage systems.

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

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

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

Effective Date means (i) the date on which the Agreement becomes effective and the Term commences, as specified in the Internet Services Master Agreement (if concluded); and (ii) the date on which an Order becomes effective and the Term commences, as specified in Order Form.

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 LeaseWeb Datacenter; (iii) the provision of one or more of the Services; (iv) the Equipment; and/or (v) the provision of services by LeaseWeb to other customers.

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

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

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

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

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

Housing Space means the racks, footprints, cages, cabinets, suites and/or other areas, designated as such by LeaseWeb within the LeaseWeb Datacenter or in such other places which LeaseWeb may from time to time designate and specify in the Services Specification or the Order Form.

Initial Term means the Term for which the Agreement is initially entered into, as referred to in the Internet Services Master Agreement (if concluded) and specified in the Order Form.

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 (IP) means a port on LeaseWeb's switch and/or router and/or firewall and/or load balancer located in the LeaseWeb Datacenter, at which point data are transferred from LeaseWeb to Customer and at which point the responsibility regarding the Network transfers from LeaseWeb to Customer.

Internet Services Master Agreement means an agreement so entitled, signed and executed by LeaseWeb and Customer (if any).

LeaseWeb in relation to Service(s) and/or Equipment provided to Customer it means LeaseWeb Asia Pacific Pte. Ltd., a private company with limited liability, incorporated under the laws of Singapore with Unique Entity Number 201332642C, and having its registered office at 137 Market Street, #03-01, Grace Global Raffles, Singapore 048943; and in relation to the Customer Portal means LeaseWeb Global Services B.V., a private company with limited liability, incorporated under the laws of the Netherlands, with its registered seat at Amsterdam, the Netherlands.

LeaseWeb Datacenter means a datacenter out of which or within which LeaseWeb provides Services.

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

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

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

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

Order means the agreement that comes into existence: (i) upon the written acceptance by Customer of a Quote; or (ii) in the manner specified in Clauses 4.5, 4.6 and 4.7.

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

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

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

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

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

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

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

RFS Date means the ready for service date, i.e. the date as of which LeaseWeb enables Customer to use the Services for the first time, as specified in the Order Form, or in the case of a Colocation Services, the date as of which Customer is entitled to install the Colocated Equipment at the LeaseWeb Datacenter, as specified in the Order Form.

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

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

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

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

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

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

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

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

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

Web Order means the Order that comes into existence upon LeaseWeb's acceptance of a Purchase Order that has been submitted by Customer to LeaseWeb by completing the online purchase process on LeaseWeb's website.

2. DOCUMENT STRUCTURE

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

a) The Internet Services Master Agreement (if entered into);
b) The Change Order Form (only in relation to the relevant Order Form);
c) The Order Form;
d) The Services Specification;
e) The Support and Service Level Schedule;
f) The General Conditions; and
g) The LeaseWeb Policies.

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

2.3 LeaseWeb is entitled to amend the General Conditions, the Services Specification, the Support and Service Level Schedule and the LeaseWeb Policies. Such amendment also applies to existing Orders for Services, unless LeaseWeb states otherwise. The amendments come into effect thirty (30) days after the announcement or on a later date stated in the announcement. The announcement may be made through the Customer Portal. If Customer does not wish to accept an amendment that relates to an existing Order, it can terminate the Agreement in relation

to that existing Order with effective from the date on which the amendment comes into force. The written cancellation must have been received by LeaseWeb within fourteen (14) days after LeaseWeb's announcement of the amendments. No such termination rights shall exist if: (a) the amendment is solely for the benefit of the Customer; (b) Customer is offered the option to refuse the amendment; (c) the amendments are required by law; or (d) the amendment does not adversely affect Customer's use of the Services.

3. SCOPE OF SERVICES

3.1 The scope and nature of the Services offered by LeaseWeb are set out in the Services Specification. The scope and nature of the available Service Levels are set out in the Support and Service Level Schedule.

3.2 The Services, as well as the Service Levels, purchased or leased by Customer from LeaseWeb are itemised in the Order. The Order shall also specify any Equipment leased by Customer from LeaseWeb and any Equipment purchased by Customer from LeaseWeb.

3.3 LeaseWeb may modify the technical specifications applicable to any Service so long as such modifications do not result in any material adverse changes to the Service at the time Customer contracted for it. In the event such modification impacts Customer's use of the Service to such extent that Customer cannot reasonably be required to continue to use thereof, then Customer shall (as Customer's sole remedy) have the right to immediately terminate the Agreement. Such termination must take place within ten (10) Business Days after the adverse change takes effect.

3.4 Customer shall follow reasonable instructions regarding the use of the Service and will only use the Service for the purposes for which it is designed and provided.

4. QUOTES AND ORDER PROCEDURE

4.1 All Quotes are free of commitment and subject to contract, even when a period for acceptance is mentioned in the Quote. In case no period for acceptance is mentioned, Quotes cease to apply after thirty (30) days from the date of the relevant Quote.

4.2 LeaseWeb shall not be bound by variations or amendments or changes to a Quote that occur in the acceptance by Customer of such Quote. Nor shall LeaseWeb be bound by a partial acceptance of a (composite) Quote.

4.3 In the event that Customer wishes to purchase or lease Services or Equipment from LeaseWeb, Customer shall either (i) place a Purchase Order with LeaseWeb to that effect; or (ii) request LeaseWeb to provide a Quote.

4.4 Any Purchase Order made by Customer shall be submitted (i) in writing, by facsimile or by email; or (ii) by completing the online purchase process on LeaseWeb's website (www.leaseweb.com); or – in respect of certain Services or products – (iii) by means of or through the Customer Portal.

4.5 LeaseWeb shall review a Purchase Order within a reasonable time after receipt thereof. If LeaseWeb is willing and able to provide the requested Service(s) and/or Equipment to Customer, LeaseWeb shall confirm such to Customer in writing, by email or by facsimile, by sending a signed Order Form to Customer.

4.6 Unless LeaseWeb has made any material alterations to Customer's Purchase Order, in the acceptance of such Purchase Order and drawing up the Order Form, Customer shall be bound by LeaseWeb's acceptance of the Purchase Order as confirmed and specified in the Order Form.

4.7 In the event that LeaseWeb has made any material alterations to Customer's Purchase Order, in the acceptance of such Purchase Order and drawing up the Order Form, the Order Form shall be subject to Customer's approval and acceptance. If Customer approves of the Order Form, (an authorised representative of) Customer shall sign the Order Form for acceptance and provide a copy thereof to LeaseWeb.

5. CHANGE ORDER PROCEDURE

5.1 During the Term of an Order, Customer may submit a change request. Customer should submit its change request in writing, by facsimile or by email to LeaseWeb for the attention of the Sales Department. Every change request is subject to acceptance and approval by LeaseWeb, which may be granted or withheld at LeaseWeb's sole discretion.

5.2 Any acceptance and approval of a change request shall only be valid if confirmed in writing by an authorised representative of LeaseWeb. As a general rule, any such confirmation will be made by means of a Change Order Form.

5.3 LeaseWeb shall be entitled to set conditions to its acceptance and approval of the change request, e.g. adjustment of the Service Charges, payment by Customer of a charge for administrative activities and/or payment by Customer of any other non-recurring charges in relation to effecting the change. Such conditions, adjustment and charges will be specified in the Change Order Form and shall be binding on Customer upon signing of the Change Order Form by an authorised representative of Customer.

6. DELIVERY OF EQUIPMENT AND SERVICES

6.1 LeaseWeb shall use commercially reasonable efforts to ensure that:

a) the Services will be ready for Customer's use on the RFS Date; and

b) any Equipment sold by LeaseWeb to Customer will be delivered on the Delivery Date at the LeaseWeb Datacenter, as specified in the Order Form.

In view of the foregoing, Customer acknowledges that both the RFS Date and the Delivery Date are target dates.

6.2 With effect from delivery to Customer of the Equipment sold by LeaseWeb to Customer, such 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 purchase price for such Equipment, as specified in the Order Form. For the avoidance of doubt: In the event that Customer leases Dedicated Equipment, such lease will be an operational lease and payment of Service Charges shall not constitute any transfer of ownership of such Dedicated Equipment to Customer.

6.3 LeaseWeb may – at its sole discretion – unilaterally delay the RFS 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 charges, referred to in Clause 10.4b), with respect to the affected Service if LeaseWeb unilaterally delays the RFS Date by more than thirty (30) days after the initial RFS Date. LeaseWeb's notice of delay shall state a new RFS 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 RFS 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 shall at all times use the Services and/or Equipment in compliance with all relevant laws and the LeaseWeb Policies. Customer shall not permit any third party (including Customer's End Users) to use the Services for any improper or unlawful purpose.

7.2 Customer acknowledges that LeaseWeb exercises no control over - and that LeaseWeb accepts no responsibility for - the content of information and communications, in whatever form, transmitted by Customer over the Network.

7.3 Customer acknowledges that, by offering or providing the Services, LeaseWeb does not publish or otherwise provide Customer's content to any end users. Customer agrees that Customer shall, at all times, be solely responsible for all text, graphics, sound, video, data and any aspect of Customer's content.

7.4 Customer's use of any information obtained via the Network is at Customer's own risk. LeaseWeb specifically denies any responsibility for the accuracy or quality of information obtained through its Services.

8. PERSONAL DATA / DATA PROTECTION

8.1 Customer acknowledges that LeaseWeb may, by virtue of providing the Services, come into possession of, or have access to, personal data. The Parties intend that the Customer shall be the data controller and that LeaseWeb shall be a data processor in relation to such personal data.

8.2 Customer acknowledges and agrees that LeaseWeb shall, for the performance of LeaseWeb's obligations under the Agreement and the exercise of LeaseWeb's rights under the Agreement, be entitled to process personal data, provided that LeaseWeb complies with the applicable data protection laws.

9. CREDIT APPROVAL AND FINANCIAL SECURITY

9.1 The provision of Services or sale of Equipment by LeaseWeb to Customer is subject to approval by LeaseWeb of Customer's credit. In view hereof, Customer shall prior to the RFS Date or Delivery Date provide credit information to LeaseWeb for approval by LeaseWeb.

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. Any Services required by Customer in excess of any such credit limit will require Customer to deposit an amount equal to or greater than the amount by which Customer will exceed the credit limit.

9.3 In addition to Clause 9.2, LeaseWeb may require Customer to provide a deposit or a bank guarantee or a parent guarantee, equivalent to up to three (3) months' Service Charges (actual or projected) or other security satisfactory to LeaseWeb.

9.4 Any deposit or bank guarantee or parent guarantee shall be held by LeaseWeb as security for the payment of Service Charges and any other amounts due under the Agreement. Upon termination or expiration of the Agreement, 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 price specified in the Order Form. For the use of the Services, Customer shall pay to LeaseWeb the Service Charges. Unless specified otherwise, all Service Charges are in Singapore Dollars and exclusive of GST.

10.2 10.2 LeaseWeb is entitled to increase any of the Service Charges one (1) time per calendar year, with: (a) five percent (5%); or – if higher – (b) the percentage increase in 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 Service Charges takes effect within twelve (12) months of the Effective Date, the increase will be pro-rated on the basis of the number of months that have passed since the Effective Date.

10.3 In addition to Clause 10.2, LeaseWeb shall be entitled to pass on changes in any (license) fees or prices or charges for (software)products: (i) used by LeaseWeb in the provision of Service to Customer; (ii) or licensed or resold by LeaseWeb to Customer.

10.4 Unless specified otherwise in the Order Form, LeaseWeb will invoice:

a) the purchase price of any Equipment sold by LeaseWeb to Customer, upon the Effective Date of the Order;

b) setup charges, Service activation charges and any other non-recurring initial charges, upon the RFS Date or upon the Effective Date, whichever is earlier; and

c) all recurring Service Charges, e.g. with respect to the usage of Bandwidth and/or Data Traffic, as of the RFS Date or the Effective Date (whichever is earlier), and monthly in advance thereafter, with the exception of use of Services above the agreed levels of Service and/or additional services which will be invoiced monthly in arrears.

10.5 In deviation of Clause 10.4a), LeaseWeb may require Customer to make a pre-payment to LeaseWeb in relation to any 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 Charge 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 Order Form, all invoices sent by LeaseWeb to Customer are payable by Customer to LeaseWeb within fourteen (14) days of the date of receipt of the invoice by Customer.

10.8 The method of payment is specified in the Order Form. In case of Direct Debit or Credit Card, Customer authorizes LeaseWeb to charge Customer's bank account or Credit Card for the Service Charges.

10.9 In case Customer has a complaint with respect to an invoice, Customer shall communicate such complaint in writing to LeaseWeb within the payment term, in the absence whereof invoices are deemed to be approved of by Customer. A complaint with respect to an invoice shall only be taken into consideration in the event that the complaint specifies the 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 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.

10.10 Customer shall not be entitled to any set-off 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 contested in good faith by Customer, in accordance with Clause 10.9. In the event Customer's complaint is found to be

unjustified, Customer will immediately pay the outstanding amount, plus interest in accordance with Clause10.9 10.11.

10.11 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 10.9, or Customer does not pay the undisputed part of the invoice within the payment term, Customer shall be in default by operation of law and LeaseWeb will, without a warning or notice of default being required, be entitled to charge Customer interest on such sum on a daily basis from the due date until the date of payment with an interest rate of six percent (6%) per annum, without prejudice to LeaseWeb's other rights and remedies.

10.12 In addition to Clause 10.11, in the event that LeaseWeb and Customer have agreed to payment by Customer to LeaseWeb by means of Direct Debit, LeaseWeb will be entitled to charge an administrative fee of five hundred Singapore Dollars ($500.--) to Customer, if: (i) Customer has cancelled the Direct Debit authorisation; or (ii) payment to LeaseWeb has been reversed or denied more than once.

11. TAXES

11.1 Customer shall be responsible for and shall pay all sales, use, excise, or similar consumption taxes (including GST, when applicable) arising out of its purchase or lease of Services and/or Equipment from LeaseWeb; provided, however, that LeaseWeb shall be solely responsible for its own income-, net worth-, and property taxes.

11.2 Notwithstanding the foregoing, LeaseWeb shall not invoice Customer for any taxes for which Customer has provided a valid exemption certificate in a form reasonably acceptable to LeaseWeb.

11.3 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.

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 in breach of the Anti-Spam Policy, or is involved in activities such as IP high jacking, and Customer fails to respond to LeaseWeb within thirty (30) minutes after having received written notice with respect to the breach and/or Customer fails to remedy such breach within two (2) hours after having received written notice thereon;
c) Customer is in breach of the Acceptable Use Policy and Customer fails to respond to LeaseWeb within thirty (30) minutes after having received written notice with respect to the breach and/or Customer fails to remedy such breach within eight (8) hours after having received written notice thereon;
d) Customer is in breach of any of the other LeaseWeb Policies and Customer fails to respond to LeaseWeb within thirty (30) minutes after having received written notice with respect to the breach and/or Customer fails to remedy such breach within twenty four (24) hours after having received written notice thereon;
e) Customer's consumption of electricity exceeds Basic Power (specified in the Order) 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;
f) Customer's consumption of Data Traffic or Bandwidth exceeds the Committed Data Traffic or the Committed Bandwidth (specified in the Order), 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;
g) 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;
h) Customer does not cooperate with any investigation of Customer's alleged improper or unlawful use of the Services, the Network or other networks accessed through LeaseWeb, and fails to remedy such breach within seven (7) days after having received written notice thereon;
i) Customer does not pay an invoice within the payment term and fails to pay such invoice, plus the interest referred to in Clause 10.11, within a period of seven (7) days after having received notice thereon;
j) the Services, software, 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 16.9; or
k) Customer is in breach of any of the other provisions of the Agreement and Customer fails to remedy such breach within a reasonable period after having received written notice thereon, whereby – as a general rule – a period of fourteen (14) days shall be considered a reasonable period.

12.2 In addition to Clause 12.1, in the event that Customer is in default of its payment obligations according to Clause 12.1i), LeaseWeb shall -upon three (3) days prior written notice- be entitled to:

a) limit Customer's consumption of Data Traffic or Bandwidth; and/or
b) suspend Customer's right to access or use the Customer Portal; and/or
c) suspend the provision of support Services.

12.3 LeaseWeb shall be entitled to continue the suspension or limitation described in Clause12.1 and clause 12.2 until: (i) Customer has remedied the breach and has paid the deactivation charge specified in Clause 12.4; or (ii) the Agreement has been terminated in accordance with Clause 21.

12.4 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 charge in the amount of one hundred twenty five Singapore Dollars ($125.--), in relation to the (administrative) activities performed in order to suspend and – if applicable – to recommence the provision of the Services and/or Customer's (right to) access to the Equipment.

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 Schedule.

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 Schedule.

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, LeaseWeb Datacenter 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 – (a) Facility Agreement(s).

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 Without prejudice to Clause 15.4, LeaseWeb may – at its sole discretion – decide to relocate the Colocated Equipment for and on behalf of Customer, provided that LeaseWeb shall in such case: (i) notify Customer thereof simultaneously with its notification of the intended relocation of the Housing Space; and (ii) to the extent practicable, coordinate the relocation of the Colocated Equipment with Customer.

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 Agreement - 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 16.1a), Customer warrants, represents and undertakes that it shall pay all due local access- or telecommunications charges 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.

16.3 Without limiting the generality of Clause 16.1, Customer warrants, represents and undertakes that it owns or has the right to use and offer (i) the content on its website; and (ii) the content transmitted by Customer over the Network.

16.4 With respect to software licensed or resold or otherwise given into use by LeaseWeb to Customer, Customer warrants, represents and undertakes that it shall comply with the provisions of any end user license agreement related to such software.

16.5 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.

16.6 With respect to software licensed or sublicensed or otherwise given in to use or provided to Customer by LeaseWeb, LeaseWeb will provide a (software) warranty that is equivalent or equal to the warranty granted to LeaseWeb by the manufacturer / supplier of such software. To the extent possible:

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 may seek recourse directly from the manufacturer / supplier of such software.

16.7 Without limiting Clause 16.6, 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, 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.

16.8 Notwithstanding Clause 16.6 and Clause 16.7, 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.

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

16.10 The warranties expressly set forth in the Agreement 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, 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, if there is any breach by Customer of a warranty or any other provision of the Agreement, Customer shall:

a) 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 in any way connected with the Agreement, including (i) claims brought or threatened against LeaseWeb by a third party related to content, or (ii) arising out of the use by Customer of the Services, or (iii) any act or omission of Customer, or (iv) any damage or destruction of the Housing Space, the LeaseWeb Datacenter, any property therein, any LeaseWeb Equipment, or the Network, to the extent caused by or due to the acts or omissions of Customer or its contractors, invitees, agents, employees and/or End-Users;

b) provide, at Customer's sole expense, LeaseWeb with full authority, information and assistance as is reasonably necessary for the defence, compromise or settlement of such claim; and

c) 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 that breach 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 Agreement for loss of profits, contracts or goodwill or any type of special, indirect, incidental, consequential or economic loss (including 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 negligence 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 Agreement;

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 (DoS) attack, or other attack that results in a peak in data traffic, or any damage resulting from successful or unsuccessful hack attempts, regardless whether protected by an SSL certificate or (hardware) firewall provided by or through LeaseWeb;

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 Agreement, 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 RFS Date by LeaseWeb. LeaseWeb shall have no other liability to Customer if the Service is not ready for Customer's use on or before the initial or delayed RFS Date; or - if the installation is to be performed by LeaseWeb - the installation is not completed by the initial or delayed RFS Date.

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 Agreement or the Services Specification, this liability is limited to:

a) direct damage of Customer; and

b) the amount that is in the relevant case paid out by the liability insurance of LeaseWeb and shall in no case exceed the amount of Service Charges paid by Customer to LeaseWeb with respect to the twelve (12) month period prior to the event or events giving rise to such liability.

For the purpose of sub a) of this clause, "direct damage" shall be limited to: Damage caused by the execution of the Services and which is the consequence of a breach of an obligation, warranty or guarantee under the Agreement – to be proven by Customer – that is the direct result of an intentional act or gross negligence by LeaseWeb or by persons employed by or engaged by 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 Agreement shall exclude or limit the liability of Customer to: (i) pay the Service Charges; 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 Agreement shall operate to exclude or limit a Party's liability resulting from (i) wilful misrepresentation or fraud; or (ii) wilful misconduct; or (iii) gross negligence.

19. INSURANCE

19.1 Customer shall obtain and - at least for the duration of the Agreement - 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 Charges, with a minimum of one million Singapore Dollars ($1,000,000.--).

19.2 Without prejudice to Clause 18.2g), the Colocated Equipment shall at all times be at Customer's risk. Therefore, during the continuance of the Agreement, 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. 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 LeaseWeb Datacenter.

19.3 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. TERM / RENEWAL

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

20.2 At the end of the Initial Term of a non-Web Order the Order shall be renewed for successive terms equal to the Initial Term, unless either Party notifies the other in writing that it does not agree to renewal of the Order, taking into account a notice period of at least:
a) one (1) hour, in the event of an Initial Term / Renewal term of one (1) month, provided that such notice is submitted by means of the Customer Portal;
b) five (5) Business Days, in the event of an Initial Term / Renewal term of one (1) month, in the event that notice is submitted by other means than the Customer Portal;
c) two (2) months, in the event of an Initial Term / Renewal term of three (3) months or longer.

21. TERMINATION

21.1 A Party is entitled to terminate the Agreement by giving written notice to the other Party, without an obligation to take into account a notice period, if:
a) the other Party 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 Agreement and –if and to the extent such breach can be remedied- fails to remedy such breach within a period of thirty (30) days after having received notice with respect to the breach; and/or
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 two (2) months 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 Agreement with immediate effect, by giving written notice to Customer, without an obligation to take into account a notice period, in the event:
a) the provision of the Services and/or access to the Equipment has been suspended in according with Clause 12.1 for seven (7) or more consecutive days; and/or
b) Customer has –according to LeaseWeb's findings- repeatedly materially breached the LeaseWeb Policies; 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 10.11, 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;

21.3 LeaseWeb is entitled to terminate the Agreement 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 Agreement 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 Order with immediate effect, by giving written notice to LeaseWeb, without an obligation to take into account a notice period, if:
a) LeaseWeb unilaterally delays the RFS Date, and such delay lasts for thirty (30) days after having received notification of Customer's intention to terminate; and/or
b) LeaseWeb fails to remedy a Service Disruption that results in the Service provided under the Order being fully unavailable or unusable, within thirty (30) days after having received notification of Customer's intention to terminate.

22. CONSEQUENCES OF TERMINATION

22.1 Termination or expiration of the Agreement shall be without prejudice to any rights or remedies available to, or obligations or liabilities accrued to the Parties, as at the date of termination or expiration.
a) Upon expiration or termination of the Agreement:
b) LeaseWeb shall cease to provide all Services;

c) 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;
d) LeaseWeb shall be entitled to make the Dedicated Equipment available for use by other Customers;
e) all sums due to LeaseWeb up to the date of termination shall become due and payable in full immediately, except when Customer has terminated the Agreement in accordance with Clause 21.1 or Clause 21.4, in which case the regular payment terms shall apply;
f) Customer shall, subject to Clause 22.4, remove all of the Colocated Equipment from the LeaseWeb Datacenter and shall return the Housing Space to LeaseWeb in the same condition it was in prior to Customer's use thereof; and
g) Customer shall ensure that all (Internet) domains which have been registered through LeaseWeb are transferred to another registrar.

22.2 If Customer does not timely remove the Colocated Equipment in accordance with Clause 22.1f): (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 Charges for the terminated Colocation Services for each month, or part of a month, that Customer has failed to remove the Colocated Equipment.

22.3 If Customer has not transferred the (Internet) domains to another registrar ultimately within five (5) Business Days of the date of expiration or termination of the Agreement, in accordance with Clause 22.1g), LeaseWeb shall be entitled to deregister or cancel the registration of such (Internet) domains, without any obligation to provide Customer prior notice thereof.

22.4 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 a reasonable time frame after termination or expiration of the Agreement, 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.

22.5 In the event that the Agreement is terminated by LeaseWeb in accordance with Clause 21.1, 21.2a), 21.2b), 21.2c) or 21.2d), Customer shall:
a) reimburse LeaseWeb for any third party cancellation/termination charges associated with the Services so terminated;
b) pay to LeaseWeb the amount of any Services Charges discounts granted to Customer by LeaseWeb in consideration of the length of the Term; and
c) – without prejudice to any other rights or remedies that LeaseWeb may have – within five (5) Business Days after the effective date of termination, pay to LeaseWeb one hundred percent (100%) of the Service Charges, actual or projected, for the period from the effective date of termination up to and including the last day of the then current Term

22.6 In the event that the Agreement -or an affected Service- is terminated by LeaseWeb in accordance with Clause 21.2e), LeaseWeb shall refund to Customer:
a) any non-recurring initial charges or setup charges that have been paid by Customer to LeaseWeb in respect of the Service so terminated, in the event that the Agreement or affected Service is terminated prior to the RFS Date; and
b) a pro rata portion of any recurring Service Charges that have been prepaid by Customer to LeaseWeb in respect of the Service so terminated, if and to the extent that such prepayment exceeds the Service Charges that will accrue until the date of termination of the affected Service.

22.7 The following Clauses shall survive termination or expiration of the Agreement and continue in full force and effect, in addition to those Clauses the survival of which is necessary for the interpretation or enforcement of this Agreement: Indemnification (Clause 17), Limitation of Liability (Clause 18), Confidentiality (Clause 24), Notices (Clause 26), Miscellaneous (Clause27), Governing Law and Dispute Resolution (Clause 28).

23. FORCE MAJEURE

23.1 A Party shall not be deemed in breach of any of its obligations, guarantees or warranties under these General Conditions, the Agreement or the LeaseWeb Policies if, and to the extent that, performance is prevented or delayed by an event of Force Majeure, provided that the Party that is affected by the event of Force Majeure has:
a) promptly notified the other Party thereof in writing, as soon as reasonably possible and no later than five (5) Business Days after the first occurrence of the Force Majeure event; and
b) provided the other Party with all information on the event of Force Majeure and the (expected) cessation or termination of said event.

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

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 Agreement.

24. CONFIDENTIALITY

24.1 A Receiving Party shall: (i) keep all Confidential Information confidential, (ii) not disclose any Confidential Information to any other person without the prior written consent of the Disclosing Party, and (ii) only use and reproduce the Confidential Information for the performance of its obligations under the Agreement.

24.2 The obligations contained in clause 24.1 shall not apply to any Confidential Information which: (i) at the date of the Agreement is, or at any time after the date of the Agreement becomes, public knowledge other than through breach of the Agreement 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 Without prejudice to Clause 25.2 and 25.3, neither Party shall be entitled to assign or transfer, or purport to assign or transfer, any rights or obligations under the Agreement to a third party without the prior written consent of the other Party, which consent may not be unreasonably withheld.

25.2 LeaseWeb shall be entitled to assign any of its rights or obligations under the Agreement to an Affiliate (or its or their

successors, through merger or acquisition of substantially all of their or its assets), upon giving written notice to Customer.

25.3 LeaseWeb shall be entitled to sub-contract any or all of its obligations under the Agreement to a third party, provided that LeaseWeb shall remain liable to Customer for the performance of those obligations.

25.4 Nothing in the Agreement 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, any notice, demand, claim or other communication under or in connection with the Agreement shall be in writing and shall be delivered personally or sent by registered mail or by prepaid recorded courier delivery or by fax or by e-mail, to the Party due to receive the notice at its address set out below or such other address as any Party may specify by notice in writing to the other:

If to LeaseWeb	to the LeaseWeb entity and at the address as specified in the Order Form, for the attention of the Board; with a copy directed for the attention of the Legal Department, (i) by fax to: +31 (0)20 316 2890; or (ii) by e-mail to: legal@leaseweb.com
If to Customer	to the person and at the address as specified in the Order Form

26.2 In the absence of evidence of earlier receipt, any such notice, 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 three (3) Business Days after the notice has been provided to the courier company;
c) if sent by facsimile, on the date confirmation of successful transmission is received; or
d) 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 receiving Party.

26.3 For the purpose of Clause 26.2d) 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 Agreement 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 subcontractors who shall have the benefit of the Agreement, nothing in the Agreement shall confer upon any third party any right, benefit or remedy of any nature under the Agreement.

27.3 Should any or several of the provisions of the Agreement be invalid or null on 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 Agreement shall result in the transfer of a Party's Intellectual Property Rights (of whatever nature) to the other Party.

27.5 Neither Party shall be authorized to (i) make press or public announcements relating to this Agreement, without the prior written approval of the other Party, or to (ii) use the other Party's or is subcontractor's Intellectual Property Rights in any advertising, sales, promotions, or other publicity materials. However, LeaseWeb shall - without Customer's approval - be entitled to inform third parties that LeaseWeb provides Services to Customer, e.g. as a Customer case during sales activities and on LeaseWeb's website.

28. GOVERNING LAW AND JURISDICTION

28.1 These General Conditions, the Agreement and all matters arising there from or connected therewith are governed by the laws of Singapore, to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods.

28.2 The competent courts of Singapore 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 Agreement or other agreements or other legal relationships resulting there from or in connection therewith.