

This document sets set forth the policies and guidelines applied by LeaseWeb in its relationship with Customer, in particular to clarify the manner in which the Services and Equipment may be used by Customer and what manner of use is considered unacceptable by LeaseWeb. LeaseWeb's general terms and conditions (the "General Terms"), LeaseWeb's service specification (the "Service Specification"), and LeaseWeb's Support and Service Level Schedule ("Support and Service Level Schedule"), are also part of the Agreement and apply to the Services and any Equipment provided by LeaseWeb.

CHAPTER A. INTRODUCTION

1. DEFINITIONS

- 1.1. In addition to the definitions set out in the General Conditions, the Support and Service Level Schedule and the Services Specification, the following definitions shall apply:

Arin means the American Registry for Internet Numbers.

Blacklist means a so called blacklist or block list which is a basic access control system that denies entry or access to a specific list or range of users or network addresses or IP addresses, as a result of which e-mail sent by a user or from a network address or from an IP address that is on the blacklist will not reach its intended destination or recipient.

DDoS means Distributed-Denial-of-Service.

DoS means Denial-of-Service.

DRDoS means Distributed-Reflected-Denial-of-Service.

Infrastructure means the Equipment and virtual machines that support the flow and processing of information, including storage, servers and networking components.

ICANN means Internet Corporation for Assigned Names and Numbers, a not-for-profit public-benefit corporation, which is among other responsible for managing the Internet Protocol address spaces and assignment of address blocks to regional Internet registries, for maintaining registries of Internet protocol identifiers, and for the management of the top-level domain name space

IRC means Internet relay chat which is a form of real-time Internet text messaging or synchronous conferencing.

Mail Bomb means (i) e-mailing copies of a single message to many receivers; and/or (ii) sending large or multiple files or messages to a single receiver with malicious intent.

Spam means unsolicited broadcast e-mail or unsolicited commercial e-mail that is sent to addresses that do not affirmatively and verifiably request such material from that specific sender, including but not limited to advertising, surveys, information pieces, third party spamming, website addresses, sales, and auctions.

Virus means any type or form of malicious-, hostile-, intrusive- or annoying Software, including but not limited to computer viruses, worms, trojan horses, spyware and dishonest adware.

World Wide Web means a system of interlinked documents that runs over the Internet.

2. GENERAL

- 2.1. LeaseWeb aims to promote a high level of responsible behaviour in connection with the use of its Services, as well as, amongst others, the use of the Internet and the use of E-mail. For this purpose, LeaseWeb has created the LeaseWeb Policies.
- 2.2. All Customers must comply with the LeaseWeb Policies and Customer is required to ensure that its End Users are aware of and comply with the LeaseWeb Policies, as though such End User were a Customer. A breach of the LeaseWeb Policies by an End User shall be attributable to Customer, and thus shall; also be considered a breach of the LeaseWeb Policies by Customer.

3. LEASEWEB POLICIES

- 3.1. The LeaseWeb Policies consist of: (i) the Acceptable Use Policy; (ii) the Security Policy; (iii) the Facility Operations Policy; and (iv) the Infrastructure Policy, and (v) the Investigation and Enforcement Policy.
- 3.2. LeaseWeb reserves the right to unilaterally update or change or amend the LeaseWeb Policies in accordance with the provisions of the General Terms.

4. CONTACT PERSONS

- 4.1. Customer shall designate (i) a contact person whom LeaseWeb may contact at any time in connection with (suspected) violations by Customer or its End Users of the LeaseWeb Policies, (ii) a contact person whom LeaseWeb may contact at any time in the event of an Emergency.
- 4.2. Customer will provide to LeaseWeb a means of contacting said contact person(s) at any and all times, and Customer shall ensure that the information set forth in the Customer Portal with respect these contact persons is and remains up to date.

CHAPTER B. ACCEPTABLE USE POLICY

1. USE OF SERVICES

- 1.1. Customers shall –and shall ensure that its End Users- only use the Services for lawful purposes and shall refrain from any use that breaches the LeaseWeb Policies, the General Terms, the Services Specification, the Support and Service Level Schedule, the Agreement or any applicable Law.
- 1.2. Without prejudice to the Law that applies to the Agreement, the Customer acknowledges and agrees that the Customer's use –and its End User's use- of the Services is to be compliant with (mandatory) Law in the country where the Infrastructure is located; and that LeaseWeb shall be entitled to vary the Service in order to comply with such local Law.

- 1.3. Customer shall refrain from any use of the Services which may have an adverse effect on LeaseWeb's good name or standing, or may cause damage to LeaseWeb's business operations, or may subject LeaseWeb to litigation.
- 1.4. Specific activities that are prohibited include, but are not limited to: (i) terrorism; (ii) threatening harm to persons or property or otherwise harassing behaviour; (iii) compromising the security (or tampering with) system resources or accounts of other Customers or of any other Internet sites or intranet sites; (iv) violating local export control Laws for Software or technical information; (v) the use or transmission or distribution of any data or material protected by Intellectual Property Right without proper authorization; (vi) the manufacture or use or distribution of counterfeit, pirated or illegal software or other product; (vii) providing or offering compensation to End Users based on download volume, unless Customer knows – or has no reason to doubt – that such End Users are using Customer's services only for lawful purposes and for the distribution or dissemination of their own data or material, or of data or materials for which they have the proper authorization to distribute or disseminate the same; (viii) fraudulently representing products or services; (ix) Spamming, hacking, DoS attacks, DDoS attacks, DRDoS attacks; (x) defamation, child pornography, child erotica and obscenity; (xi) activities that may result in the placement or inclusion on a Blacklist of Customer, Customer's IP address(es) and/or IP address(es) assigned by LeaseWeb to Customer; and (xi) facilitating, aiding, or encouraging any of the foregoing activities.
- 1.5. Customer acknowledges that any use by Customer and/or its End Users of the Services in breach of the Acceptable Use Policy could subject Customer and/or its End Users to criminal and/or civil liability, in addition to other actions by LeaseWeb outlined in Chapter F of the LeaseWeb Policies and in the General Terms.

2. E-MAIL USE / ANTI-SPAM

- 2.1. Customer may not (i) send e-mail that in any way is or may be in breach of applicable Law; (ii) send or propagate Spam and shall not allow its End Users or third parties to send or propagate Spam via Customer's IP addresses; (iii) not send, propagate, or reply to Mail Bombs and shall not allow its End Users or third parties to send or propagate Mail Bombs via Customer's IP addresses; or (iv) alter the headers of e-mail messages to conceal Customer's e-mail address or to prevent receivers from responding to messages.
- 2.2. Customer shall refrain from any e-mail activities that may result in the placement of Customer or Customer's IP address(es) on a Blacklist. LeaseWeb reserves the right to charge Customer three hundred US Dollars (\$ 300.--) per hour in consulting fees for any remedial actions that LeaseWeb elects to take in the event that, as a result of Customer's activities, LeaseWeb's servers or IP address(es) are placed in any third-party mail filtering software or Blacklist.
- 2.3. Unsolicited advertising mailings, whether commercial or informational, are strictly prohibited. Customer may send advertising material only to recipients that have specifically requested that material. Opt-out mailings are, in view of the foregoing, prohibited. Customer shall refrain from sending further e-mail to a recipient of its e-mail after receiving a request to stop from such recipient.

3. WORLD WIDE WEB USE

- 3.1. Customer is prohibited from posting or transmitting illegal or inappropriate material on or via the Internet or the World Wide Web.
- 3.2. LeaseWeb is entitled to actively block ports or IP addresses for the Network, in the event that such is – in LeaseWeb's reasonable view – necessary to preserve or protect the security and performance of the Network or the Internet or the World Wide Web. An overview of the blocked ports or IP addresses may be requested in writing by Customer from LeaseWeb.
- 3.3. Without prejudice to the generality of section 3.2. of the Acceptable Use Policy, LeaseWeb shall in any event actively block the following ports for its Network: (i) UDP/1434 - SQL slammer/worm; (ii) UDP/137 – Netbios; (iii) UDP/139 – Netbios; (iv) TCP/135 till 139 – Netbios; (v) TCP/445 – Smb; (vi) TCP/593 - Rpc endpoint mapper; and (vii) TCP/4444 - Blaster/worm.
- 3.4. If LeaseWeb reasonably suspects that Customer is subject to a DoS attack, DDoS attack, DRDoS attack or another attack that results in an unaccounted peak in data traffic, LeaseWeb shall be entitled to immediately block access at the router and/or switch level to Customer's Infrastructure. In the event that Customer is subject to repetitive attacks, and Customer does not successfully take measures to prevent that future attacks may interfere with services provided by LeaseWeb to other customers or the use or operation of any Equipment, then LeaseWeb shall be entitled to immediately terminate the Agreement by sending a written notice to Customer.

4. IRC USE

- 4.1. Customer is prohibited from posting or transmitting inappropriate material via the use of IRC or to otherwise use IRC in a manner that is in breach of the Acceptable Use Policy. For the purpose of this section, prohibited use of IRC include so called 'eggdrops' and 'psync shell hosting'.
- 4.2. Without the prior written consent of LeaseWeb, which LeaseWeb may grant or deny in its sole and absolute discretion, Customer is prohibited from hosting an IRC server, regardless whether it concerns a stand-alone IRC server or an IRC server that connects to global IRC networks.

5. USE OF THE CUSTOMER PORTAL

- 5.1. Subject to the terms of use applied from time to time by LeaseWeb Global Services B.V., and subject to the provisions of the Agreement, and Customer's compliance therewith, LeaseWeb shall arrange that LeaseWeb Global Services B.V. will grant a non-exclusive, non-transferable, non-assignable, non-sublicensable and royalty free right to use the Customer Portal during the Term. Use of the Customer Portal by or on behalf of Customer shall be at Customer's risk and responsibility.
- 5.2. Customer shall observe each and any instruction of LeaseWeb Global Services B.V. regarding the use of the Customer Portal.
- 5.3. LeaseWeb shall procure that LeaseWeb Global Services shall provide Customer with a login and a password for the Customer Portal. This login and password allows access to Customer's account and Infrastructure and may be used to request support or other Services.

6. ABUSE HANDLING PROCEDURE

- 6.1. Customer shall apply an abuse handling procedure which is to be compliant with the LeaseWeb Policies, with the Law that applies to the Agreement and with any other applicable Law.
- 6.2. As part of its abuse handling procedure, Customer should make reasonable efforts to detect repeated efforts by its End Users to store or transfer or distribute, on or via Customer's services, materials or data that violate or infringe the LeaseWeb Policies or that Customer previously deleted or disabled further to receipt of an abuse notification.

- 6.3. Customer shall log (date and timestamp) each abuse notification received by Customer, including the nature of the notification (e.g. copy right infringement), as well as Customer's response to such complaint, and the moment that Customer deems the abuse notification to be resolved.
- 6.4. Customer shall maintain the log in respect of each abuse notification for a minimum of two (2) years after the date that Customer deems such abuse notification to be resolved. Customer will provide LeaseWeb with a copy of its abuse notification log, referenced in section 6.3 of this Chapter B, upon LeaseWeb's request.
- 6.5. Customer shall ensure the availability of sufficient and properly trained personnel to ensure that Customer's End Users comply with the LeaseWeb Policies and to apply Customer's abuse handling procedure and to handle the volume of abuse notifications that arrive without persistent backlogs.

7. USE AND REGISTRATION OF DOMAINS IP ADDRESSES AND AS NUMBERS

- 7.1. Customer shall comply with the policies, guidelines, terms and conditions applied from time to time by the organization or entity which is responsible for the management (registration and/or distribution and/or giving into use) of an (Internet) domain, such as – for example – ICANN.
- 7.2. Customer shall comply with the policies, guidelines, terms and conditions applied from time to time by the organization or entity which is responsible for the management (registration and/or distribution and/or giving into use) of IP addresses and AS numbers, i.e. the regional Internet registries of ARIN.

CHAPTER C. SECURITY POLICY

1. INTRODUCTION

- 1.1. Security is as important to LeaseWeb as it is to its Customers. For this reason, LeaseWeb has established standards and information security requirements for all networks and Infrastructure deployed in a LeaseWeb Datacenter and the Network, including standards for the basic configuration of Infrastructure, the use of passwords and the use of effective virus detection and prevention.
- 1.2. The Security Policy is intended to minimize the risk of unauthorized use of, loss of, or damage to Infrastructure, data or technology, confidential information, or Intellectual Property Rights.

2. BASIC INFRASTRUCTURE CONFIGURATION

- 2.1. Customer is advised (i) to back-up (critical) data and system configurations on a regular basis and store such data in a safe place, and (ii) not to connect its Infrastructure via a wireless connection, (iii) to keep the Software operated or used on the Infrastructure is up to date, and accordingly to install updates and patches on a regular basis without undue delay after becoming available, (iv) to operate and/or use adequate anti-Virus Software on the Infrastructure at regular intervals (at least on a daily basis).
- 2.2. Customer shall ensure that its Infrastructure cannot and does not operate from uncontrolled networks.
- 2.3. Customer is required to change its password the moment it starts using the Services or its Infrastructure is activated and Customer is responsible for changing the password regularly. In general, secure passwords are at least eight (8) characters long, contain letters of mixed case and non-letter characters, and cannot be found in whole or in part, in normal or reverse order, in any dictionary of words or names in any language.

3. MONITORING / REPORTING

- 3.1. Customer shall log all security-related events on critical or sensitive systems, and save the related audit trails, for at least one (1) month.
- 3.2. Customer shall immediately report any security-related event to LeaseWeb's NOC and follow any directions given by LeaseWeb's NOC as may be required to contain or correct the event.
- 3.3. For the purpose of this section, security-related events shall include, but not be limited to: (i) Port-scan attacks; (ii) unauthorized access to privileged accounts; and (iii) anomalous occurrences that are not related to specific applications on the host.

CHAPTER D. FACILITY OPERATIONS POLICY

1. INTRODUCTION

- 1.1. The Facility Operations Policy contains a code of conduct for the day to day operations – and the presence of Customers – at a LeaseWeb Datacenter.
- 1.2. LeaseWeb has adopted the Facility Operations Policy for the security and safety of Customers, Customer's employees, Customer's (sub)contractors and/or the Infrastructure.

2. SHIPMENTS

- 2.1. Each Customer shall observe the shipping and receiving policies adopted from time to time by LeaseWeb with respect to shipment of Equipment to and from the LeaseWeb Datacenter.
- 2.2. Customer shall notify LeaseWeb of any intended shipment to the LeaseWeb Datacenter, at least two (2) business days before the intended delivery date of the Equipment. Such notification will be given by Customer by means of the shipment notification form available in the Customer Portal. In relation to administrative activities performed by or on behalf of LeaseWeb in connection with such shipment, LeaseWeb shall be entitled to payment by Customer of a shipment charge in the amount of: (i) fifty US Dollar (\$ 50.--), in the event that Customer has timely notified LeaseWeb of the intended shipment; or (ii) two hundred and fifty US Dollar (\$ 250.--), in the event that Customer has not notified or has not timely notified LeaseWeb of the (intended) shipment.
- 2.3. All costs related to Customer's shipments of Equipment to or from a LeaseWeb Datacenter shall be at Customer's cost and expense.
- 2.4. Customer shall be responsible for cleaning up and disposal of all materials and equipment used for Customer's shipment. Customer shall ensure that such shipment material is removed from the LeaseWeb Datacenter on the same day as the date of delivery. If Customer does not comply with this provision, LeaseWeb shall charge a clean-up fee to Customer.

- 2.5. LeaseWeb shall not be responsible for shipments to or from the LeaseWeb Datacenter. All shipments made or sent by Customer shall be at Customer's own risk.

3. STORAGE

- 3.1. LeaseWeb Datacenters have little or no storage area. LeaseWeb cannot assure the safety of Colocated Equipment that is not secured in the Housing Space or contained within the Datacenter.
- 3.2. If Customer is not ready to install certain equipment, and it is too bulky to contain within the Housing Space, LeaseWeb may require Customer to store the Equipment in a storage area at Customer's expense.

4. CONDUCT AT LEASEWEB DATACENTER

- 4.1. With the exception of an Emergency, Customer shall give notice to LeaseWeb at least twenty four (24) hours prior to visiting an LeaseWeb Datacenter.
- 4.2. Customer is required to sign in and out when exiting and entering the LeaseWeb Datacenter, whereby Customer shall indicate its time of entry and time of exit.
- 4.3. When entering or exiting the LeaseWeb Datacenter, Customer shall use the secure access point installed from time to time by LeaseWeb or the operator or owner of LeaseWeb Datacenter.
- 4.4. Each visitor of the LeaseWeb Datacenter is required to wear his/her (personal) access card and shall be able to provide LeaseWeb with official identification papers (e.g. passport or drivers licence) at all times during his/her presence at the LeaseWeb Datacenter.
- 4.5. When inside the LeaseWeb Datacenter, Customer shall ensure that it closes doors after use, in order to maintain a closed and secure environment and thus ensuring an efficient environment for the fire protection system and climate control system.
- 4.6. LeaseWeb may (at its discretion) accompany Customer inside the LeaseWeb Datacenter and LeaseWeb may (at its discretion) remain with Customer for the entire time that Customer is inside the LeaseWeb Datacenter.
- 4.7. Customer shall not interfere in any way with LeaseWeb's use or operation of the LeaseWeb Datacenter or with the use or operation of any Equipment installed by other parties, including Equipment of other Customers.
- 4.8. Customer shall refrain from any actions that may damage the Housing Space or the LeaseWeb Datacenter or any Equipment of a third party, including Equipment of other Customers.
- 4.9. Customer shall refrain from operating any Equipment that may constitute a safety hazard. If in doubt, Customer shall consult the facility manager of the LeaseWeb Datacenter or – in the facility manager's absence – another employee of LeaseWeb.
- 4.10. Customer shall, at all times, act in a professional manner. LeaseWeb may at its sole discretion remove any of Customer's personnel or Customer's (sub)contractors or third party agents, if such person does not comply with the Facility Operations Policy, any other LeaseWeb Policy, or any instruction provided by an employee of LeaseWeb.
- 4.11. In case of an Emergency, such as a fire, which in general will be indicated by the sound (slow whoop) of an alarm system, Customer shall immediately evacuate the LeaseWeb Datacenter.
- 4.12. Smoking is prohibited in the entire LeaseWeb Datacenter. Eating and drinking is prohibited in the areas within the LeaseWeb Datacenter where the Housing Space and/or Equipment is located.
- 4.13. Within the areas where the Housing Space and/or Equipment is located, Customer shall refrain from any activity that may cause dust particles. One of the reasons for this prohibition, is that dust particles may set off the automatic alarm system. If in doubt, Customer shall consult the facility manager of the LeaseWeb Datacenter or, in the facility manager's absence, another employee of LeaseWeb.
- 4.14. Unless expressly required under any (product)insurance warranty, Customer shall not bring any packaging material into the areas where the Housing Space and/or Equipment is located and any (card board) boxes shall be unwrapped by Customer in the loading bay area. Should Customer - in view of a (product)insurance warranty - require to bring packaging material into the areas where the Housing Space and/or Equipment is located, it will notify LeaseWeb thereof in advance. LeaseWeb will then assign a member of its staff to accompany Customer during Customer's presence in the areas where the Housing Space and/or Equipment is located. Customer is under an obligation to remove all packaging material from the areas where the Housing Space and/or Equipment is located, within one (1) hour after entering the relevant area.
- 4.15. Before exiting the LeaseWeb Datacenter, Customer shall ensure that its Housing Space is closed and locked.
- 4.16. Customer shall immediately report any irregularities and/or alarms, noticed by Customer during its presence in the LeaseWeb Datacenter, to the facility manager of the LeaseWeb Datacenter or, in the facility manager's absence, another employee of LeaseWeb.

CHAPTER E. INFRASTRUCTURE POLICY

1. EQUIPMENT REQUIREMENTS

- 1.1. Unless expressly agreed otherwise in writing by LeaseWeb, all Equipment shall be installed and maintained by or on behalf of Customer in accordance with the following criteria: (i) Telecommunication lines shall be extended from an organized and protected distribution frame; (ii) Spare parts for the Equipment shall be kept within the confines of the Housing Space; (iii) AC and DC power distribution shall take place within the Housing Space, to the extent available; (iv) Equipment density shall be consistent with floor loading at the Facility; (v) All cables shall be tied and harnessed in an orderly fashion; (vi) Equipment shall be in full compliance with telecommunications industry standards and in accordance with LeaseWeb's requirements and specifications; and (vii) Equipment shall comply with applicable laws, rules and regulations in the jurisdiction where located (including, but without limitation, the ITE Regulations of Title 47 of the U.S. Code of Regulations).
- 1.2. Customer shall be expressly prohibited from installing any AC UPS Equipment in the Housing Space or at the LeaseWeb Datacenter in general.
- 1.3. Customer shall ensure that Equipment with AC power supplies have a power factor of 0.85 or higher.

2. ACCESS AND REPAIRS

- 2.1. LeaseWeb will not touch, maintain, use, upgrade, repair or operate Colocated Infrastructure, except as required: (i) as part of Standard Support, Advanced Support Services and/or Remote Hands Services provided by LeaseWeb, and/or (ii) and possible in an Emergency.
- 2.2. LeaseWeb is entitled to access Housing Space, if such access is needed: (i) during an Emergency; (ii) during a Service Disruption; (iii) to perform Maintenance; (iv) to provide Standard Support, Advanced Support Services and/or Remote Hands Services; (iv) for security purposes;

(v) to comply with an order or ruling or decision or approval from a court, any law enforcement authority or any (other) governmental authority; and (vi) to perform an investigation or to enforce the LeaseWeb Policies in accordance with Chapter F.

CHAPTER F. INVESTIGATION AND ENFORCEMENT POLICY

1. INVESTIGATION

- 1.1. LeaseWeb reserves the right to investigate (potential) security risks to its Network. As part of its investigation, LeaseWeb may –for example– review and investigate Customer’s security log, as referred to in Section 6.3 of Chapter B.
- 1.2. LeaseWeb reserves the right to investigate suspected violations of the LeaseWeb Policies. LeaseWeb will investigate complaints and may, in its sole discretion, take action based on the rules below.
- 1.3. When LeaseWeb becomes aware of possible violations by Customer and/or its End Users, as part of its investigation, LeaseWeb may, acting reasonably and providing Customer with information on (the grounds for) LeaseWeb’s investigation, (i) gather information from Customer involved; (ii) gather information about Customer involved; (iii) if relevant, gather information from a complaining party; (iv) block access at the router and/or switch level to Customer’s Infrastructure; (v) deny Customer (physical) access to its Infrastructure; and/or (vi) in view of the above, request Customer’s login and a password to the Infrastructure for audit purposes..
- 1.4. Customer shall grant LeaseWeb any information and – further to a request of the relevant (law enforcement) authorities to LeaseWeb or Customer – access to its Infrastructure required by LeaseWeb in order to perform its investigation.

2. ENFORCEMENT

- 2.1. Customer shall immediately terminate the provision of service to an End User -and terminate an End User’s access to the Service- in the event that such End User is discovered to be a repeat infringer or violator of the LeaseWeb Policies, as referenced in Section 6.2 of Chapter B.
- 2.2. If according to LeaseWeb’s findings any of the LeaseWeb Policies has been breached, LeaseWeb shall be entitled to take responsive action, legal or otherwise, against Customer and/or End User or other person responsible for the breach of the LeaseWeb Policies.
- 2.3. What action is appropriate will be determined by LeaseWeb from time to time, in its sole discretion, and may for example include: (i) suspension or termination of any or all of the Services; (ii) suspension or termination of the Service Levels; (iii) (selective) IP port-blocking; (iv) a reinstall of the server(s); and/or (v) termination of the Agreement. Other examples of actions that may be taken by LeaseWeb are set forth below in Section 2.4 and 2.5 of this Chapter F.
- 2.4. If according to LeaseWeb’s findings Customer has repeatedly materially breached the LeaseWeb Policies, LeaseWeb may terminate the Agreement in accordance with terms and conditions set forth in the General Terms.
- 2.5. If LeaseWeb is notified by a third party, including any Law enforcement authority, of a (suspected) breach by Customer of any of the LeaseWeb Policies, LeaseWeb shall be entitled to release any contact information with respect to Customer to such party, in order to assist that third party in resolving security incidents.

3. DISCLAIMER

- 3.1. Without prejudice to the above or any other provision of the LeaseWeb Policies, LeaseWeb does not intend to review, monitor or control as a precautionary measure all content sent or received by Customers using the Services. Accordingly, LeaseWeb accepts no responsibility or liability to Customers or any other person for the content of any communications that are transmitted by or made available to Customers or their End Users, regardless of whether they originated from the Network or the Services.
- 3.2. None of the provisions of this Chapter F or any of the other Chapters of the LeaseWeb Policies shall in any way limit or prejudice any other rights or remedies LeaseWeb may have.