

This Services Specifications Schedule sets out the specifications of Services provided by Leaseweb, and further details Customer's and Leaseweb's obligations in connection with such Services. Leaseweb's Sales Terms and Conditions, Service Level Agreement and policies and guidelines with respect to the use of its Services (the "Policies") are also part of the Sales Contract and apply to the Services and any Equipment provided by Leaseweb. For in-depth information on the functionalities and performance information of the Services provided by Leaseweb, Customer is referred the Knowledge Base on [www.leaseweb.com](http://www.leaseweb.com).

## CHAPTER A. DEFINITIONS

### 1. DEFINITIONS

1.1. All words capitalized herein that are defined in the Sales Terms and Conditions, the Service Level Agreement and the Policies shall have the meaning assigned to them therein; other capitalized words shall have the following meaning:

**95<sup>th</sup> Percentile** means the outcome of the calculation to evaluate the regular and sustained utilization of a connection, according to which: the monthly samples are sorted; the top 5% (approximately 450) samples are discarded; and the highest remaining value is used as the basis for the Service Fee for that month.

**ASN Destination Percentage** means the percentage calculated by dividing (i) the total amount of Traffic in a calendar year to a certain ASN number by (ii) the total amount of Traffic of Customer in a calendar year to all ASN numbers.

**CDN** means a content delivery network, a network of servers that that is configured to deliver Customer's content to the End Users requesting this content. Leaseweb may use these servers and associated infrastructure for the provision of services to other customers of Leaseweb.

**Circuit** means a point-to-point connection.

**Cloud Platform** means a combination of network components, storage components and server systems, managed by Leaseweb, that is used to offer Cloud Services.

**Cloud Service** means a Private Cloud Service and/or a Public Cloud Service.

**Cloud Storage Service** means a storage Service offered as a storage component of the Cloud Platform.

**Cluster** means Kubernetes cluster.

**Committed Bandwidth** means the Bandwidth usage committed to by Customer on a monthly basis, as specified in the Contract Overview

**Committed Data Traffic** means the Data Traffic committed to by Customer on a monthly basis, as specified in the Contract Overview

**Compute Capacity** means the combination of CPU and memory that is used to run an OS on an Instance.

**Connection Port** means the Leaseweb provided dedicated physical connection into the Network for the use of the Customer and exchange of Customer's traffic. Customer can not exceed the physical port size set out in the Contract Overview.

**DDoS** means Distributed Denial of Service; a DDoS attack is a cyber-attack where the perpetrator seeks to make a machine or network resource unavailable to its intended users, such as to temporarily or indefinitely interrupt or suspend services of a host connected to the Internet.

**Demarcation Points** means the handover point at which Customer shall have access to the Ethernet Service.

**DWPD** means Drive Writes Per Day, defines how many times the daily capacity of an SSD or NVMe-SSD can be overwritten during the warranty period as defined by the drive manufacturer.

**Ethernet Service** means a Service providing Circuits carrying traffic between Demarcation Points within the Leaseweb Network and provides the possibility to create a private network that connects two (2) or more racks in Leaseweb Data Centers. Unless otherwise agreed between Parties in writing, the Ethernet Service shall not include Cross-Connects.

**Extra Bandwidth** means the Utilized Bandwidth on a monthly basis in excess of the Committed Bandwidth.

**Extra Data Traffic** means the Utilized Data Traffic on a monthly basis in excess of the Committed Data Traffic.

**Flat Fee** also known as unmetered fee, means a fee structure whereby the use of IP Connectivity is charged at a fixed rate per month.

**Floating IP** address is a dynamically re-routable Internet protocol address.

**Footprint** means a specific area of floor space in a Data Center, indicated and specified by Leaseweb, for the placement of Customer's Rack.

**GB** means  $1 \times 10^9$  bytes.

**Gbps** or **Gbit** means  $1 \times 10^9$  bits per second.

**IANA** means the Internet Assigned Numbers Association, i.e. the organisation responsible for global coordination of the Internet Protocol addressing systems, as well as the Autonomous System Numbers used for routing Internet traffic.

**Inactive Clusters** mean Clusters which have less than one worker nodes.

**Inbound Traffic** means the datastream from the Internet to the Customer's infrastructure.

**Inbound Multi-CDN Data Traffic** means the datastream from the Internet to the Customer's Multi-CDN Service, measured in bytes per month.

**Initial Software Installation** means the initial installation of the OS on new or refurbished Equipment or an Instance.

**Instance** means a virtual machine instance in which the hardware of a machine is virtualized. The Instance runs on a Cloud Platform.

**IPAN Service** means the Leaseweb IP Announcement Service.

**IP Announcement Change Fee** shall have the meaning as specified in Clause 8.6 of these Services Specifications.

**IP Connectivity** means a connection to the Internet, the Service described and specified in Chapter B.

**IP Address** means internet protocol address.

**Kubernetes** means an open-source container orchestration system for automating software deployment, scaling, and management.

**Leaseweb Cloud Connect** means the Leaseweb provided Service which allows Customer to connect its infrastructure in a third-party Cloud provider to its Leaseweb infrastructure.

**Leaseweb Dedicated Storage Service** means a dedicated storage system offered as a Service by Leaseweb to Customer. The dedicated storage systems shall be supplied by third-party providers in accordance with the Leaseweb Dedicated Storage Service.

**Leaseweb Managed Kubernetes** means a managed Service based on Kubernetes components, which allows the Customer to automatically manage containerized applications and its underlying IaaS resources, such as Virtual Machines and/or Dedicated Servers.

**Leaseweb Shield CDN** is an additional layer of caching infrastructure between the actual CDN nodes and the origin.

**MB** means  $1 \times 10^6$  bytes.

**Mbps or Mbit** means  $1 \times 10^6$  bits per second.

**Measured Fee** means a fee structure whereby the use of certain Services is continuously measured and invoiced at the end of each month.

**Metro Area** means a city and its surrounding suburbs.

**Multi-CDN Service** means the services provided by Leaseweb to Customer through multiple CDN's including a CDN switching platform.

**Multi-Tenant Private Cloud Service** means a Cloud Platform that is build by Leaseweb to be used by multiple Customer that each get a fully isolated Virtual Private Cloud in which Customer is able to deploy Instances and/or infrastructure components.

**OS** means operating system, i.e. the Software on a computer that manages the way different programs use the Equipment/Instance and that regulates the manner that a user controls the Equipment/Instance.

**Outbound Multi-CDN DataTraffic** means transfer of Customer's content from the Multi-CDN Service to the End Users, measured in bytes per month. **Outbound Traffic** means the datastream from the Customer's infrastructure to the Internet.

**Pps** means packets per second.

**Private Network** means the connection between two Leaseweb Services in the same Data center which allows data exchange between them and it is not using the internet.

**Protected Circuit** means a Wavelength Service that has sufficient means of switching to an alternate path in order to maintain or restore the Wavelength Service in the event of an interruption on the main path.

**Public Cloud Service** means an IaaS computing Service provided by Leaseweb consisting of the provision of one or more Instances and features and upon Customer's request Leaseweb offers additional features as well. For the avoidance of doubt, Public Cloud Service shall include the Services offered by Leaseweb under the name "Virtual Server" and "Cloud Server".

**Rack** means a cabinet or rack or a dedicated Footprint.

**Scrubbing Thresholds** are used in the DDoS IP Protection Service to determine if DDoS attack traffic to an IP address is scrubbed (attack size < Scrubbing Threshold) or if the attacked IP address is null-routed (attack size > Scrubbing Threshold). Scrubbing Thresholds are measured in Gbps for TCP and UDP volumetric attacks and in Pps for protocol-based attacks.

**Shared Web Hosting Platform** means the integrated system of Equipment, software and IP Connectivity Services that comprise the infrastructure which allows Leaseweb to provide the Shared Web Hosting Service.

**Shared Web Hosting Service** means the Service provided by Leaseweb specifically for the use of presenting Customer's website to the Internet audience, on the Shared Web Hosting Platform, as further described and specified in Clause 35.

**Single-Tenant Private Cloud Service:** means the Service provided by Leaseweb consisting of the provision of a Single-Tenant Private Cloud that is custom built by Leaseweb for Customer and which is dedicated in its entirety for Customer's use. Based on the used Hypervisors, the Customer gets a pool of virtualised resources consisting of Compute Capacity and Storage Capacity, which can be used by Customer to deploy Instances and/or infrastructure components.

**Solid State Drive (SSD)** means a type of data storage device which stores data by using flash memory.

**TB** means  $1 \times 10^{12}$  bytes.

**TBW** means Terabytes Written, is the total amount of data that can be written into a SSD or NVMe-SSD within the warranty as defined by the drive manufacturer, as used for the delivery of Equipment.

**Utilized Bandwidth** means the higher of the 95<sup>th</sup> Percentile of Inbound Traffic and 95<sup>th</sup> Percentile of Outbound Traffic for the relevant month. For Cloud Services, unless otherwise agreed, the Utilized Bandwidth shall be based on the 95<sup>th</sup> Percentile of Outbound Traffic.

**Utilized Data Traffic** means the sum of all Inbound Traffic and Outbound Traffic for the relevant month. For Cloud Services, unless otherwise agreed, Utilized Data Traffic shall be based on Outbound Traffic only.

**Vintage** means a standard deployment of Leaseweb's infrastructure, which determines the Service offering for CPU generation and models, storage types and public and private network port speeds.

**VPS** means Virtual Private Server.

**VPS Service** means the Virtual Private Server Service which is an IaaS computing Service provided by Leaseweb consisting of the provision of one or more virtual server capacity bundled with compute, memory and storage.

## CHAPTER B. IP CONNECTIVITY

### 2. SERVICES

- 2.1. Leaseweb offers a choice between two (2) IP Connectivity packages: Volume and Premium. Customer's choice of IP Connectivity package is specified in the Contract Overview. For some Services, IP Connectivity is available on a Volume or Premium basis only.
- 2.2. Customer may resell the IP Connectivity to its End Users, but shall not resell IP Connectivity in its entirety to a single End User without Leaseweb's prior written approval, which may be granted or withheld in Leaseweb's sole discretion.
- 2.3. Unless otherwise approved by Leaseweb in writing, Customer is only permitted to use Leaseweb provided connectivity options for Colocated Equipment, Instances and Dedicated Equipment.

### 3. BANDWIDTH AND DATA TRAFFIC

3.1. The Service Fee for IP Connectivity shall be charged to Customer on either of the following methodologies:

<b>DATA TRAFFIC (MEASURED IN GB)</b>		<b>BANDWIDTH (MEASURED IN BPS)</b>
<b>FLAT FEE</b>	N/A	Leaseweb will invoice Customer a fixed Service Fee for the Bandwidth made available by Leaseweb to Customer in the respective month, regardless of the amount of Inbound Traffic and/or Outbound Traffic.
<b>MEASURED FEE</b>	Leaseweb will invoice Customer a fixed Service Fee for the Committed Data Traffic and a separate Service Fee for Extra Data Traffic (if any).	Leaseweb will invoice Customer a fixed Service Fee for the Committed Bandwidth Data and a separate Service Fee for Extra Bandwidth (if any).

3.2. Extra Data Traffic and Extra Bandwidth will be charged to Customer in accordance with the 'surcharge rate' specified in the Contract Overview, or in the absence thereof, in accordance with Leaseweb's standard rates.

3.3. The IP Connectivity Service is billed to Customer on a per server or on an aggregated basis, as set forth in the Contract Overview.

3.4. Customer shall not be entitled to receive any compensation or restitution in the event the Utilized Data Traffic or Utilized Bandwidth falls below the Committed Data Traffic or Committed Bandwidth respectively, nor is Customer entitled to transfer any unused parts of the Committed Data Traffic or Committed Bandwidth to another month or to Dedicated Equipment/Instances other than for which the Committed Data Traffic or Committed Bandwidth applies.

3.5. Utilized Data Traffic shall (for the purpose of determining the Service Fee) be rounded up to the full GB upwards.

### 4. UPGRADE / DOWNGRADE / SWITCH

4.1. Subject to the provisions of the Sales Contract Modification procedure set forth in Clause 5 of the Sales Terms and Conditions and the provisions of this Clause 4, Customer may request an upgrade/downgrade/switch with respect to IP Connectivity.

4.2. Subject to Leaseweb having sufficient capacity at the time of Customer's request, and without prejudice to the provisions of the Sales Contract Modification procedure, Customer may request to upgrade the Committed Data Traffic or Committed Bandwidth at any time. If Leaseweb has determined that it has sufficient capacity to accept Customer's request, the upgrade will become effective: (a) the first day of the month in which Leaseweb has accepted Customer's request, in the event that Customer's written request was received by Leaseweb before the 20th day of that month; or (b) the first day of the month following the month in which Leaseweb has accepted Customer's request, in the event that the Customer's request was received by Leaseweb on or after the 20th day of that month.

4.3. Customer is allowed to downgrade the Committed Data Traffic or Committed Bandwidth only by the next Contract Extension Date of the applicable Sales Contract, meaning Customer is not allowed to downgrade during the Contract Term.

4.4. Without prejudice to the generality of the provisions set forth above in Clause 4.1, Customer may request to switch between Data Traffic and/or Bandwidth, if the contractual value of the Service is the same or higher.

### 5. MONITORING

5.1. Leaseweb's monitoring environment measures Customer's Inbound Traffic and Outbound Traffic every 5 minutes at the Interconnection Point. Leaseweb's Service Fees shall be based on this data.

5.2. The Customer Portal will make available the daily, weekly, monthly and yearly graphs of Customer's Inbound Traffic and Outbound Traffic. This feature is not available for any IP Connectivity that is part of a Shared Web Hosting Service.

### 6. USE OF IPs

6.1. IP Connectivity includes the number of Leaseweb IPs as specified in the Contract Overview. Leaseweb may make additional IPs available to Customer, subject to an additional Service Fee.

6.2. Customer is aware that a shortage of IPv4 IPs exists. Customer shall therefore use IPv4 IPs in a conservative manner as this is being propagated by the IANA and its RIR's (Regional Internet Registries).

6.3. Customer shall only use Leaseweb IPs that have been assigned by Leaseweb to Customer in writing.

6.4. Customer shall only have the temporary right of use of IPs and shall not be entitled to transfer the IPs to another internet service provider. Upon a written notice of at least two (2) months: (i) Leaseweb may exchange the IPs that are being used by Customer; and/or (ii) in case (in Leaseweb's sole determination) an excessive number of Leaseweb IPs has been assigned to Customer, Leaseweb shall be entitled to decrease the number of IPs.

6.5. For Shared Web Hosting Service, no individual IP per Customer shall be assigned.

### 7. OUT OF BAND MANAGEMENT SERVICE

7.1. Out of Band Management Service provides the Customer an alternate and dedicated connection to Customer's Equipment separate from Customer's IP Connectivity.

7.2. Customer is entitled to use the Out of Band Management Service to manage remotely the Customer's Equipment, and solely for internal use.

7.3. Customer shall pay to Leaseweb a non-recurring installation and activation fee and a Monthly Recurring Fee. Leaseweb will invoice as indicated in the Contract Overview.

## 8. LEASEWEB IP ANNOUNCEMENT SERVICE

- 8.1. Based on the Leaseweb IP Announcement Service ("IPAN Service") Leaseweb announces the IP prefixes (also known as IP subnets) of the Customer from the Autonomous System Number (ASN) of the Leaseweb Sales Entity.
- 8.2. The IPAN Service is available to Customers for both IPv4 and IPv6 prefixes.
- 8.3. On or prior to the Delivery Date, Customer shall provide Leaseweb proper authorization from the actual owner of the IP prefix otherwise the IPAN Service shall not be delivered by Leaseweb.
- 8.4. The minimum prefix size that can be announced for IPv4 is a "/24 IPv4" subnet and for IPv6 the minimum prefix size is a "/48 IPv6" subnet.
- 8.5. On or prior to the Delivery Date, Customer can request the provided prefixes to be split in smaller prefixes.
- 8.6. Customer shall pay Services Fees to Leaseweb for the IPAN Service, including the following Fees:
  - a) non-recurring setup Fees;
  - b) fixed Monthly Recurring Fees; and
  - c) fixed non-recurring Fees for the announcement or de-announcement of a prefix after the delivery of the IPAN Service ("IP Announcement Change Fee").
- 8.7. Customer can request the announcement or de-announcement of a prefix by opening a ticket via the Customer Portal. Customer shall pay CAD 75 (that is seventy-five Canadian dollar) as IP Announcement Change Fee per request (and not per ticket) and per Leaseweb Sales Entity. Leaseweb shall be entitled to charge Customer the IP Announcement Change Fee per announcement or denouncement of a prefix.

## CHAPTER C. DEDICATED EQUIPMENT

### 9. DEDICATED EQUIPMENT

- 9.1. With respect to all Dedicated Equipment, Leaseweb shall at any time be entitled to replace Equipment, with alternative Equipment, provided that (i) the technical specifications of such alternative Equipment are (in Leaseweb's sole determination) equal to, or equivalent to, or better than the technical specifications of the Equipment specified in the Contract Overview; and (ii) this shall (unless otherwise agreed) not result in an increase in the Service Fees for lease of the Dedicated Equipment.
- 9.2. In respect of Dedicated Equipment provided by Leaseweb, the Initial Software Installation will be performed by Leaseweb on a best efforts basis. Leaseweb is not liable to Customer for any damage resulting from any incorrect Initial Software Installation, unless such damage is the direct result of gross negligence or wilful misconduct on the part of Leaseweb.
- 9.3. Subject only to any agreed Initial Software Installation by Leaseweb and the restoration of the OS under the Service Level Agreement, Customer shall as of the Delivery Date referenced in Clause 6.3 of the Sales Terms and Conditions be fully and solely liable as well as responsible for (i) any corrective and preventive maintenance, installation, updating, monitoring and configuration of the software (including the OS) installed on the Dedicated Equipment, (ii) supporting, updating, configuring and managing Dedicated Equipment, (iii) migration of customer's systems and data from and to the Dedicated Equipment, (iv) disaster recovery arrangements for the systems and data stored on the Dedicated Equipment, and (v) backing up the systems and data stored on the Dedicated Equipment.
- 9.4. If Customer has a Contract for lease of Equipment on a hourly billing basis, the lease duration (for the purpose of determining the Service Fee) shall be rounded up to the full hour upwards.
- 9.5. Leaseweb will charge Customer for all data Traffic generated from and to the Dedicated Equipment in accordance with Chapter B (IP Connectivity), with the exception of traffic between Customer's Dedicated Equipment for which Customer has ordered and configured, the private networking option.
- 9.6. Leaseweb may discontinue Equipment offerings at any time without prior notice to Customer.
- 9.7. Leaseweb will not touch, maintain, use, upgrade, repair or operate Dedicated Equipment, except as required: (i) as part of Standard Support and Advanced Support Services provided by Leaseweb, and/or (ii) in an Emergency; and/or (iii) for security purposes, and/or (iv) to comply with an order or ruling or decision or approval from a court, any law enforcement authority or any (other) governmental authority; (v) to relocate or replace Equipment in accordance with the terms of the Sales Contract and/or (vi) to enforce the Policies.
- 9.8. In case Customer wishes to purchase the Dedicated Equipment from Leaseweb for the use of Leaseweb's Colocation Services then Customer shall cancel the Sales Contract by the Contract End Date in accordance with Clause 20 of the Sales Terms and Conditions, meaning that the Customer has the obligation to fulfil its contractual obligations for the Dedicated Equipment Service until the end of the Contract Term. In case the Sales Contract has been duly cancelled and terminated and the Customer has fulfilled all of its contractual obligations towards Leaseweb, in accordance with Clauses 4.1, 6.1 and 6.3 of the Sales Terms and Conditions, the Customer can purchase the Dedicated Equipment from Leaseweb for the provision of Colocation Services. Such Colocation Service is delivered by Leaseweb upon signing of a new Quotation by the Customer for a minimum Contract Term of three (3) years or longer.

## CHAPTER D. DEDICATED RACKS

### 10. DEDICATED RACKS

- 10.1. In accordance with the terms of the Sales Contract Leaseweb shall provide Dedicated Rack to Customer. Customer shall pay Service Fee for the use of the entire Dedicated Rack.
- 10.2. Housing Space inside the Dedicated Rack shall only be used for the Dedicated Equipment of Leaseweb which is leased to the Customer for use. The Dedicated Rack is managed by Leaseweb.

- 10.3. Customer shall not have access to the Dedicated Rack. Leaseweb shall be responsible for the maintenance, installation, update and continuous monitoring of the Dedicated Rack.
- 10.4. Leaseweb provides Dedicated Rack according to pre-defined proven standards. The Dedicated Rack will be deployed according to the requirements of the Customer which shall be within the defined standard Rack deployment options.
- 10.5. Leaseweb shall not be held liable for any data loss, hardware damage or Incident caused by factors outside of Leaseweb's control.
- 10.6. Leaseweb may discontinue Dedicated Rack offerings at any time without prior notice to Customer and replace it, provided that the technical specification of the alternative Dedicated Rack is equal to or better in technical specifications than stipulated in the Sales Contract.

## **CHAPTER E. COLOCATION SERVICE**

### **11. HOUSING SPACE**

- 11.1. Leaseweb licenses Housing Space set forth in the Contract Overview to Customer subject to the Sales Terms and Conditions herein, for the purpose of installing, operating, and maintaining Colocated Equipment therein.
- 11.2. Customer's use of the Housing Space shall at all times be subject to this Chapter and the conduct standards and operational procedures for the Data Center as amended from time to time and as published and/or made available to Customer by Leaseweb in writing. Customer shall ensure that its employees, agents, contractors, End Users and invitees will receive and will comply with these standards and procedures.
- 11.3. Customer shall not sublicense or resell or otherwise grant any rights to any third party, further to which the third party would be permitted to install or operate equipment in the Housing Space for its own benefit, without written consent from Leaseweb.
- 11.4. Customer shall not place or attach its logo or any signs on or in the Data Center or Housing Space without the prior written consent of Leaseweb, which Leaseweb may withhold in its sole discretion.
- 11.5. Housing Space which is not being used by Customer may be used by Leaseweb for other purposes than operating Colocated Equipment. Upon a two (2) Business day notice by e-mail, Leaseweb will remove Leaseweb's Equipment.
- 11.6. Customer shall not be entitled to use or place its own Rack, except with Leaseweb's prior written consent. Should Leaseweb grant such consent, Customer shall ensure that its Rack complies with Leaseweb's standards, and shall be placed on the Footprint indicated by Leaseweb.
- 11.7. Customer shall in no event modify, move, disconnect, replace, or remove any equipment, fixture, or other property of Leaseweb or any other party in the Data Center. In the event that Customer violates the obligations under this Clause, Customer shall, without a notice of default being required, forfeit an immediately due and payable penalty of EUR 25,000 (twenty-five thousand euro) for each such violation, notwithstanding any other rights Leaseweb may have, such as the right to terminate this Sales Contract and/or the right to claim performance and/or compensation of damages suffered.
- 11.8. Customer shall give Leaseweb a prior written notice by e-mail at least two (2) Business days before removing any Colocated Equipment from the Housing Space. Leaseweb has the right, but not the obligation, to investigate whether the Customer is authorized to remove Colocated Equipment from the Housing Space. Leaseweb may also prevent Customer from removing any Colocated Equipment, if Customer is in breach of its payment obligations under the Sales Contract.
- 11.9. Leaseweb will not touch, maintain, use, upgrade, repair or operate Colocated Equipment, nor will it access the Housing Space, except as required: (i) as part of Remote Hands Services provided by Leaseweb, and/or (ii) in an Emergency; and/or (iii) for security purposes, and/or (iv) for relocation purposes, in accordance with Clause 15 of the Sales Terms & Conditions; and/or (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/or (vi) to enforce the Policies.
- 11.10. Customer shall not make any alterations to the Housing Space or the Data Center, or make construction changes or material alterations to the interior or exterior portions of the Housing Space or the Data Center, including without limitation the installation of walls, partitions, drop ceilings, lighting, HVAC, plumbing, or any electrical distribution or power supplies.
- 11.11. Customer shall ensure that all Colocated Equipment shall be rack-mountable, meets industry standards and complies with any applicable safety and other legislation and regulations. In the event in Leaseweb's opinion the Colocated Equipment causes an Emergency, Leaseweb shall be entitled to immediately remove such Colocated Equipment without prior notice or warning to Customer and without incurring any liability therefore towards Customer.
- 11.12. Customer shall be solely responsible for properly maintaining an up-to-date inventory list of its Colocated Equipment in accordance with the requirements for PCI-DSS compliance purposes. In the absence of appropriate inventory methods and storage controls by Customer, missing Equipment could go unnoticed for an indefinite amount of time. Customer shall hold harmless Leaseweb for failure to comply with this Clause.

### **12. INTERCONNECTIONS**

- 12.1. Customer is not allowed to install and/or have installed any connection other than the connection which has been installed and approved by Leaseweb. Customer may request from Leaseweb in writing that Leaseweb permit another provider with or without a presence in the Data Center in order to establish a connection to the Housing Space. Leaseweb may grant or deny any such request in its sole discretion.
- 12.2. In-Data Center Cross-Connects: All physical interconnections to and from Colocated Equipment within the Data Center shall be made by Leaseweb. Customer may request Leaseweb to make interconnections between Colocated Equipment and (a) Leaseweb's equipment; (b) the equipment of any local telecommunication service providers in the Data Center; and/or (c) the equipment of any Customer or provider of Customer's located in the Data Center. Leaseweb may accept or decline Customer's request in its sole discretion. Leaseweb shall charge Customer for the cost of all interconnections, as an additional Service Fee. Customer shall coordinate with Leaseweb the exchange of technical information relating to its interconnection requirements in order for Leaseweb to provide and install the relevant interconnect facilities. Customer agrees to provide Leaseweb with at least ten (10) days prior written notice of any interconnection required by Customer. Leaseweb shall use its best efforts to perform interconnections within fifteen (15) business days after receipt of an interconnection Service Request from Customer, subject to its acceptance of such request.

- 12.3. Local Loop Installation Support: With regard to local loops not related to Customer's use of data services purchased by Customer from Leaseweb, Customer may request from Leaseweb to order and install local loop connections between Colocated Equipment and local exchange or competitive providers in the Data Center. Leaseweb may accept or decline Customer's request in its sole discretion. Leaseweb will charge Customer an additional Service Fee for local loop installation services, and for the interconnection.
- 12.4. Local Loop Provisioning Service: In order to utilize data services purchased by Customer from Leaseweb, Customer may request Leaseweb to order, provide, and manage local loop connections between Colocated Equipment and local exchange or competitive access providers in the Data Center. Leaseweb may accept or decline Customer's request in its sole discretion.
- 12.5. With respect to interconnections with local telecommunications providers, Customer may interconnect Colocated Equipment only with local telecommunications providers with a presence in the Data Center. Customers may request Leaseweb to permit a local provider without a presence in the Data Center to establish a presence in the Housing Space. Leaseweb may grant or deny any such request in its sole discretion. Leaseweb shall coordinate all such connections with the Data Center owner/lessor/licensor. Leaseweb will not guarantee that the Data Center owner/lessor/licensor will cooperate in permitting additional local telecommunications company's access to the Data Center. If Leaseweb approves Customer's request, Leaseweb shall manage the implementation of the local presence of Leaseweb's Telecom providers in the Housing Space at Customer's sole cost and expense, plus a 25% project management fee.
- 12.6. Customer shall provide Leaseweb with a cable run-out listing that contains details of every cable type used in Customer's interconnections within the Housing Space and the Data Center, and the termination points of such interconnections.
- 12.7. All cabling and connections up to the Interconnection Point (Customer's network) shall be the responsibility of Customer, and any related maintenance shall be performed by Customer. All cabling and connections from the Interconnection Point are the responsibility of Leaseweb, and shall be maintained by Leaseweb.

### **13. SERVICE INTERRUPTIONS**

- 13.1. In case of an interruption or failure of any of the electrical power, back-up power, and/or HVAC serving the Housing Space and/or Colocated Equipment, Leaseweb shall use commercially reasonable efforts to restore the affected Services as soon as possible. If Leaseweb elects, it may substitute reasonably equivalent Services. Notwithstanding the foregoing, Customer understands and agrees that the utility systems (including the provision and maintenance of a back-up generator, electrical system and equipment, and heating, ventilating and air-conditioning system and equipment) serving the Data Center and the Housing Space may be the responsibility of third parties from whom Leaseweb leases or licenses the Data Center, and that such systems are not within Leaseweb's responsibility or control. Accordingly, Customer agrees that the Data Center specifications provided to Customer by Leaseweb are targets only, which Leaseweb shall use its best efforts to achieve. Leaseweb shall have no liability to Customer for the unavailability, or failure of the electrical power, back-up power, and/or HVAC serving the Housing Space and/or Colocated Equipment or any utility or other system serving the Data Center and/or the Housing Space, other than the Service Credits as described in the Service Level Agreement.

### **14. DAMAGE; REPAIR**

- 14.1. Customer shall compensate Leaseweb for the costs of any damage or destruction caused by Customer, its employees, agents, End Users, contractors, or invitees to the Housing Space, or the Data Center, or to the property of Leaseweb or any third party. Customer shall pay such amounts to Leaseweb within five (5) business days of receipt of an invoice for such fees from Leaseweb. Notwithstanding the foregoing, Customer shall not be responsible for any reasonable wear and tear of the Housing Space caused by Customer's occupancy and use thereof pursuant to this Chapter.
- 14.2. Customer shall immediately report to Leaseweb any damage or destruction of the Housing Space, the Data Center, or to the property of Leaseweb or any third party.
- 14.3. If the Housing Space becomes damaged by fire or any other casualty, or if Customer's use of the Housing Space is interfered with due to damage to the Data Center, the Services Fees for the Colocation Services payable by Customer shall abate or be reduced proportionately for the period in which, by reason of such damage, there is substantial interference with Customer's use of the Housing Space, to the extent Customer may be required to discontinue its use of the Housing Space. Such abatement or reduction shall end if and when (i) Leaseweb has substantially restored the Housing Space (exclusive of Customer's fixtures, furnishings, Colocated Equipment and the like or work performed therein by Customer) to substantially the condition in which the Housing Space was in prior to such damage; and/or (ii) the interference with Customer's use of the Housing Space has been eliminated. If the damage cannot reasonably be repaired within thirty (30) days from date on which the damage occurred, or if any part of the Housing Space, or those parts of the Data Center providing access to Housing Space, is taken by an exercise of the right of eminent domain, then either party shall have the right to terminate the Contract by giving written notice to the other of its election so to do.
- 14.4. Customer shall immediately report to Leaseweb any damage or destruction of Equipment which is not Customer's property.

### **15. SPECIFICATIONS**

- 15.1. Housing Space:
  - a) Customer Footprint: W x D = 60cm x 100cm (max H = 220cm)
  - b) Customer Rack: W x D x H = 60cm x 90/100cm x 220cm
  - c) Leaseweb Rack: W x D x H = 60cm x 90/100cm x 220/260cm
  - d) U = approximately 4,5cm; A Leaseweb Rack may be used to provide Housing Space to more than one (1) Customer.
- 15.2. Fire detection and suppression system: Provision of a fire detection and suppression system.
- 15.3. Power:
  - a) Unless specified otherwise in the Contract Overview: no-break 1 x 16 Amps of 230v AC UPS and Diesel generator backed mains power (A feed) per Rack/Footprint.

- b) If Customer only uses part of the Rack, the included Basic power usage will be determined pro rata; each U represents 1/46 of total Basic Power.
- c) Customer is not allowed to use more power than the Basic Power. Should Customer use more power than the Basic Power usage level, then: (i) Customer shall lower the power usage within three (3) days after being notified by Leaseweb; and (ii) Customer shall pay a penalty for the power used in excess of the Basic Power of ten (10) times the normal power fee, charged at 0.1 Amp increments.
- d) The A feed shall be used as the main power feed. When available, the B feed shall be used as a backup power feed, and not as an additional main power feed.
- e) The UPS battery back-up system will provide a minimum of 5 minutes of AC power as detailed above.
- f) The diesel generator will provide a minimum of 24 hours of AC power as detailed above, before requiring its fuel to be replenished.
- g) Additional Power Fees: Customer may submit a Change Request to Leaseweb if additional power is desired. Additional power shall at all times remain subject to availability.

15.4. Security:

- a) 24/7 site security, access control and camera monitoring. Housing Space is locked.

15.5. Floor:

- a) Housing Space is available either on a normal or on a raised floor, depending on the Data Center.
- b) The normal floor is provided with tiles, capable of withstanding a total load per Rack load of 6KN (600Kg).
- c) The raised floor is provided with a void to the underside of the tile, capable of withstanding a total load per Rack load of 4KN (400Kg).
- d) The Customer Rack or Footprint, including Rack and all Colocated Equipment, shall not exceed the maximum load as defined above. If Customer uses a Leaseweb Rack, this maximum load will be determined pro rata.

15.6. In case of Equipment sold by Leaseweb to Customer for the delivery of the Colocation Services (previously used as part of the Dedicated Equipment Service) the Customer shall be fully responsible and accountable to place the Colocated Equipment in the Colocation Rack designated by Leaseweb at the Customer's costs and Fees. The Customer may ask Leaseweb for Remote Hands in accordance with the applicable terms and Fees. Such Colocation Service is delivered by Leaseweb upon signing of a new Quotation by the Customer for a minimum Contract Term of three (3) years or longer.

## CHAPTER F. CLOUD SERVICES

### 16. GENERAL

- 16.1. Any Initial Software Installation by Leaseweb will be performed on a best efforts basis. Leaseweb is not liable to Customer for any damage resulting from any incorrect Initial Software Installation, unless such damage is the direct result of gross negligence or wilful misconduct on the part of Leaseweb.
- 16.2. Subject only to any agreed Initial Software Installation by Leaseweb, and the restoration of the OS under the Service Level Agreement, Customer shall as of the Delivery Date referenced in Clause 6 of the Leaseweb Sales Terms and Conditions, be fully and solely liable as well as responsible for (i) any corrective and preventive maintenance, installation, updating, monitoring and configuration of the software (including the OS) installed on the Instances, (ii) supporting, updating, configuring and managing an Instance, (iii) migration of customer's systems and data from and to the Instance, (iv) disaster recovery arrangements for the systems and data stored on the Instance, and (v) backing up the systems and data stored on the Instance.
- 16.3. Leaseweb reserves the right at all times to select, and throughout the term of the Sales Contract to alter, the (virtualization) technologies and methods (including software and middleware) of the Cloud Platform, in substitution for the technologies and methods set forth in the Contract Overview, provided that: (i) this does not result in an unreasonable increase of Service Fees, and (ii) this will not result in a decrease of Compute Capacity, memory, and/or storage capacity (in respect of Public Cloud Services) or resources of the Private Cloud Resource Pool (in respect of Private Cloud Services).
- 16.4. Leaseweb will charge Customer additional Fees for all data Traffic generated in connection with the Cloud Services in accordance with Chapter B (IP Connectivity), with the exception of Traffic generated in a private network provided by Leaseweb or Traffic generated in a private network that is part of a Private Cloud Service.
- 16.5. Leaseweb may at any time, and without notice, add, suspend, discontinue, modify or remove features from the Customer Portal and such other panels, consoles or tools offered by Leaseweb to configure or manage the Cloud Services or manage the Cloud Storage Services.

### 17. PUBLIC CLOUD SERVICES

- 17.1. Leaseweb will provision the number and type of Instances described in the relevant Contract Overview as of the Delivery Date. The Contract Overview shall for each Instance set forth the agreed upon: (i) Compute Capacity, (ii) memory, (iii) storage capacity, and (iv) IP Connectivity.
- 17.2. In respect of Public Cloud Services, the network component, storage and server systems of a Cloud infrastructure are offered to Customer on a shared basis. For each Instance, the Customer purchases data traffic of 1TB that is pooled across a sales organization per Sales Contract, for example if the Customer purchases ten (10) instances under the same Sales Contract, then these ten (10) Instances will share together 1TB data traffic.
- 17.3. Public Cloud Services offered by Leaseweb and located on Leaseweb-owned infrastructure are available for Customers on a monthly basis or on demand on an hourly basis. In case of month-to-month billing, the Customer shall pay the Monthly Recurring Fee of the next month in advance. With hourly billing, the Customer is measured by minute, and the minimum billing increment is an hour. The Customer can switch from on-demand to monthly billing model and from monthly to on-demand as soon as the monthly commitment ended.
- 17.4. Hardware resources (such as processor, memory, storage space, etc.) provided by Leaseweb to the Customer as part of the Public Cloud Service shall remain the exclusive property of Leaseweb.

- 17.5. Leaseweb reserves the right to limit or deny access to certain internet protocol and/or ports to protect the underlying infrastructure.
- 17.6. For security reasons, Leaseweb is entitled to restrict under the Public Cloud Services some features and protocols, such as IRC or peer-to-peer file exchanges.
- 17.7. In addition to Customer's compliance with the Leaseweb B2B Sales Contract Schedules, the Customer undertakes to comply with (i) the conditions of use of the OS on which the Instance is configured by Leaseweb, and (ii) the conditions of use of the applications, in some cases pre-installed on the Instances by Leaseweb.
- 17.8. The Customer shall be the sole administrator of the Instance, including management of the Instance, the backup and the security of the data. Leaseweb shall under no circumstances be responsible for the administration of the Customer's Instances.
- 17.9. The Customer may also perform maintenance operations and updates on the OS and application pre-installed on the Instance. Leaseweb shall not be held liable (i) for any violation of the applicable license conditions by Customer in performance of any maintenance, updates or related activities, or (ii) in case the Instance fails to perform or operate correctly following maintenance operations or updates performed by the Customer.
- 17.10. Depending on the state of the Instance, the Customer shall be paying Fees for Instance usage regardless whether the Instance is powered on or off. The Customer shall not be required to pay for Instance usage only in case the Instance is completely deleted. The Customer may cancel the Public Cloud Service only if the Instance is deleted and only in line with Clause 20-21 of the Sales Terms and Conditions.
- 17.11. The Customer shall be prohibited from certain activities as listed in, but not limited to, in Clause 7.4 of the Sales Terms and Conditions and 5.4 of the Policies. Additionally, the Customer is prohibited from the following activities: (i) traffic exchanging, (ii) anonymization services or public proxy, or (iii) file sharing.
- 17.12. Leaseweb reserves the right to modify the OS and application pre-installed by Leaseweb on the Instance, in particular by way of any updates and/or version upgrades that it deems necessary in its sole discretion.
- 17.13. Leaseweb reserves the right to limit or restrict certain functionality of the Instance in order to protect the infrastructure of Leaseweb, including active and inactive Equipment.
- 17.14. In case Leaseweb is unable to deliver on the selected Vintage, Leaseweb will make best efforts to deliver the Instance on a higher Vintage for the same price as the Vintage selected by the Customer.
- 17.15. Where a security vulnerability is identified, Leaseweb reserves the right to request Customer to update the OS running on the Instance and any applications pre-installed by Leaseweb. It is the sole responsibility of the Customer to follow the instructions given by Leaseweb. Leaseweb shall not be held liable for any outdated OS running on the Customer's Instance. When Leaseweb offers from time to time additional features to make part of the Public Cloud Service, as may be indicated in the Customer Portal, the additional features will be included in the Sales Contract and related Fees will be invoiced without an additional Order upon Customer using the features of the Public Cloud Service.
- 17.16. When Leaseweb offers from time to time additional features to make part of the Public Cloud Service, as may be indicated in the Customer Portal, the additional features will be included in the Sales Contract and related Fees will be invoiced without an additional Order upon Customer using the features of the Public Cloud Service.
- 17.17. When Leaseweb enhances from time to time its Public Cloud Service to make part of the Sales Contract, as may be notified to the Customer, the enhanced Public Cloud Service Fees will be invoiced without an additional Order upon Customer using such Public Cloud Service.

## **18. SINGLE-TENANT PRIVATE CLOUD SERVICES**

- 18.1. Leaseweb will provide the Single-Tenant Private Cloud Service with the specified number of hypervisors as ordered by Customer taking into account the minimum recommended hypervisors as advised by Leaseweb in the Order, and upon order confirmation as identified in the Contract Overview by Leaseweb as made available from the Delivery Date.
- 18.2. Customer may freely use the resources within the Single-Tenant Private Cloud Service to Instances and/or infrastructure components that the Customer deploys. Customer is solely responsible for the proper use of the Single-Tenant Private Cloud Service in accordance with Leaseweb's professional advice. Leaseweb requires from the Customer to adhere to the N+1 policy, meaning the Customer shall keep the Compute (CPU and Memory) Capacity and, if applicable, Storage capacity of one (1) hypervisor unused for the purpose of high availability and maintenance of the Cloud Platform.
- 18.3. The Compute Capacity will be consumed from the Customer's hypervisors. The Storage Capacity will be consumed either of both from the Customer's hypervisors or Cloud Storage. Production deployments using cloud storage must run on Cloud Platforms with at least three (3) hypervisors (N+1 policy is 2+1). Production deployments using Hypervisor storage must run on Cloud Platforms with at least four (4) hypervisors (N+1 policy is 3+1). In case Customer orders and uses less than the minimum hypervisors despite Leaseweb's professional advice, the Customer acknowledges and is aware that such Cloud Platforms shall only be used by Customer for test and development purposes.
- 18.4. Leaseweb **will** not be responsible for reduced availability and/or any Service Disruption or Incident and/or data loss as consequence of a hardware failure in a Cloud Platform with less than the advised number of hypervisors.
- 18.5. Leaseweb shall deliver the Single Tenant Private Cloud Services in accordance with the specifications set forth in the Contract Overview, these Services Specifications, the standard Leaseweb configuration for Single Tenant Private Cloud (as updated from time to time) and all other documentation containing configuration specifications agreed in writing between Parties.
- 18.6. Leaseweb shall patch, update and/or upgrade the software of the Cloud Platform with the latest software release supported, tested and validated by Leaseweb.

## **19. MULTI-TENANT PRIVATE CLOUD SERVICES**

- 19.1. Multi-Tenant Private Cloud: Leaseweb will provide the Multi-Tenant Private Cloud Service with the specified number of vCPU, Memory and Storage as ordered by the Customer.
- 19.2. Customer may freely use the resources within the Multi-Tenant Private Cloud Service to Instances and/or infrastructure components that the Customer deploys. Customer is solely responsible for the proper use of the Multi-Tenant Private Cloud Service.

- 19.3. The Multi-Tenant Private Cloud Service provides the customer a Virtual Data Center that is fully isolated from other Leaseweb customers using the multi-tenant Cloud Platform.
- 19.4. Multi-tenant solutions can be subject to noisy neighbor effects. While Leaseweb takes reasonable measures to minimize performance impact, the Customer acknowledges this inherent limitation.

## 20. UPGRADE/DOWNGRADE/CHANGE

- 20.1. Customer may request an upgrade/downgrade/switch:
  - a) in respect of a Public Cloud Instance, of the (i) Compute Capacity, (ii) memory, and (iii) storage capacity; and
  - b) in respect of Single-Tenant Private Cloud Services, of the amount of hypervisors;
  - c) in respect of Multi-Tenant Private Cloud Services, of the amount of vCPU, Memory and/or Storage.
- 20.2. Any upgrade/switch/downgrade shall always be subject to the combinations in which the components set forth in Clause 19.1 under a) and the resources of the Private Cloud Resource Pool or Private Cloud Hypervisors are offered by Leaseweb. Leaseweb may accept or decline the request for the upgrade/switch/downgrade in its sole discretion. An upgrade/switch/downgrade shall at all times be subject to the availability of an upgrade/switch/downgrade option for the respective Cloud Service (as determined by Leaseweb).
- 20.3. Any upgrade/downgrade/switch referenced in Clause 19.1 shall be subject to the provisions of the Sales Contract modification procedure in accordance with Clause 5 of the Sales Terms and Conditions, Customer shall be allowed to upgrade at any time. Customer is only allowed to downgrade by the next Contract Extension Date of the applicable Sales Contract, meaning Customer is not allowed to downgrade during the Contract Term.

## 21. VPS SERVICE

- 21.1. Leaseweb will provision the VPS Service described in the Contract Overview as of the Delivery Date. The Contract Overview shall for each VPS set forth the agreed upon: (i) compute, (ii) memory, (iii) storage, and (iv) data traffic specifications.
- 21.2. The VPS Service offered by Leaseweb and located on Leaseweb-owned infrastructure is available for Customers on a monthly basis only. In case of month-to-month billing, the Customer shall pay the Monthly Recurring Fee of the next month in advance.
- 21.3. Hardware resources (including, but not limited to processor, memory, storage space) provided by Leaseweb to the Customer as part of the VPS Service are resources shared with other customers of Leaseweb. These hardware resources shall remain the exclusive property of Leaseweb.
- 21.4. In addition to Customer's compliance with the Leaseweb B2B Sales Contract Schedules, the Customer undertakes to comply with (i) the conditions of use of the OS on which the VPS is configured by Leaseweb, and (ii) the conditions of use of the applications. Such applications are in some cases pre-installed on the VPS by Leaseweb.
- 21.5. Customer shall be responsible and controller as the sole administrator of the VPS, including management of the VPS, the backup and all security of the data. Leaseweb shall under no circumstances be responsible for the administration of the Customer's VPS. Leaseweb shall under no circumstances, including but not limited to the unavailability of timely backups, be responsible for any possible data loss and/or data breach.
- 21.6. Customer may also perform maintenance operations and updates on the OS and application pre-installed on the VPS. Leaseweb shall not be held liable (i) for any violation of the applicable license conditions by Customer in performance of any maintenance, updates or related activities, or (ii) in case the VPS fails to perform or operate correctly following maintenance operations or updates performed by Customer.
- 21.7. The Customer may cancel the VPS Service in accordance with Clauses 20-22 of the Sales Terms and Conditions.
- 21.8. Leaseweb reserves the right to limit or deny access to certain internet protocol and/or ports to protect the underlying infrastructure of Leaseweb.
- 21.9. The Customer shall be prohibited from certain activities as listed in, but not limited to, Clause 7.4 of the Sales Terms and Conditions Clause 5.4 of the Policies. Additionally, the Customer is prohibited from the following activities:
  - i. Intrusive activities or intrusion attempts, including but not limited to port scans, sniffing, spoofing or similar;
  - ii. Live and on-demand streaming services;
  - iii. Cryptocurrency mining; and
  - iv. Traffic exchange and operating anonymization services or public proxies, including VPNs, Tor, P2P services, IRC or similar.
- 21.10. Leaseweb reserves the right to modify the OS and applications pre-installed by Leaseweb on the VPS, including but not limited to by way of any updates and/or version upgrades that it deems necessary in its sole discretion.
- 21.11. Leaseweb reserves the right to limit or restrict certain functionality of the VPS in order to protect the infrastructure of Leaseweb, including active and inactive Equipment.
- 21.12. Where a security vulnerability is identified, Leaseweb reserves the right to request Customer to update the OS running on the VPS and any applications pre-installed by Leaseweb. It is the sole responsibility of the Customer as controller to follow the instructions given by Leaseweb. Leaseweb shall not be held liable for any outdated OS running on the Customer's VPS.
- 21.13. When Leaseweb offers from time-to-time additional features to make part of the VPS Service, as may be indicated in the Customer Portal, the additional features will be included in the Sales Contract and related Fees will be invoiced without an additional Order upon Customer using such features of the VPS Service.
- 21.14. Clause 18 of the Leaseweb Policies on the VPS Service Fair Use and Clause 16 of the Service Level Agreement on the VPS Service Level Availability shall be applicable.

## CHAPTER G. LEASEWEB CLOUD CONNECT SERVICES

## **22. GENERAL**

- 22.1. Leaseweb Cloud Connect Services consist of a virtual Circuit which connects Customer's Leaseweb Services with infrastructure in a third party Cloud provider.
- 22.2. On or prior to the Delivery Date, Leaseweb will test the Leaseweb Cloud Connect Services. If Leaseweb deems the Leaseweb Cloud Connect Services to be in conformance with the Contract Overview and the agreed specifications, Leaseweb will provide a statement to Customer that the Leaseweb Cloud Connect service is ready for Customer's use.
- 22.3. Customer must, within 72 hours from the receipt of notification, provide written notice to Leaseweb that the Leaseweb Cloud Connect Service does not materially comply with the Contract Overview and the agreed specifications. If such notice is not received by Leaseweb, the Leaseweb Cloud Connect Services shall be deemed automatically to be accepted by Customer, resulting in Delivery and Contract Start Date.
- 22.4. In case Leaseweb agrees that the Customer notified timely the material default further tests of the Leaseweb Cloud Connect Services will be scheduled, and a new Delivery Date will be set. Notwithstanding anything to the contrary, minor defaults shall not constitute any non-acceptance or postponement and/or prevention of automatic acceptance as in Clause 21.3, and in addition Customer's use of the Leaseweb Cloud Connect Services for other purposes than testing purposes will be deemed to constitute automatic acceptance of the Leaseweb Cloud Connect Services, resulting in Delivery and Contract Start Date.

## **23. UPGRADE/DOWNGRADE**

- 23.1. Subject to the provisions of the Sales Contract Modification procedure set forth in Clause 5 of the applicable Sales Terms and Conditions, Customer may request an upgrade/downgrade with respect to Leaseweb Cloud Connect Services.
- 23.2. Subject to Leaseweb having sufficient capacity at the time of Customer's request, and without prejudice to the provisions of the Sales Contract Modification procedure, Customer may request to upgrade the Committed Bandwidth at any time. If Leaseweb has determined that it has sufficient capacity to accept Customer's request, the upgrade will become effective: (a) the first day of the month in which Leaseweb has accepted Customer's request, in the event that Customer's written request was received by Leaseweb before the 20th day of that month; or (b) the first day of the month following the month in which Leaseweb has accepted Customer's request, in the event that the Customer's request was received by Leaseweb on or after the 20th day of that month.
- 23.3. Customer is allowed to downgrade the Committed Data Traffic or Committed Bandwidth by the next Contract Extension Date of the applicable Sales Contract, meaning Customer is not allowed to downgrade during the Contract Term.

## **24. SERVICES FEES**

- 24.1. Leaseweb shall invoice Customer at a Flat Fee basis.
- 24.2. The Service Fees for the Leaseweb Cloud Connect Services shall include the following components:
  - a) the agreed non-recurring installation and/or setup Service Fees;
  - b) the fixed monthly Service Fee shall cover the use of the Leaseweb Cloud Connect Service.
- 24.3. Leaseweb Cloud Connect shall invoice Customer on a per account basis, as set forth in the Contract Overview.
- 24.4. Customer shall not be entitled to receive any compensation or restitution in the event the Utilized Bandwidth falls below the Committed Bandwidth respectively, nor is Customer entitled to transfer any unused parts of the Committed Bandwidth to another month.

## **CHAPTER H. CYBERSECURITY SERVICES**

Leaseweb offers Cybersecurity Services against cyber-attacks. The Cybersecurity Services can be distinguished into DDoS IP Protection Services and Domain Protection Service.

### **25. DDOS IP PROTECTION SERVICE**

- 25.1. The DDoS IP Protection Service protects against volumetric and protocol-based DDoS attacks that target the IP addresses of Leaseweb Services, for the purpose of keeping the Leaseweb Services operational during such attacks. The DDoS IP Protection Service provides identification and notification of DDoS attacks on IP addresses associated with the Protected Services and offers protection through automated scrubbing or null routing. Depending on the chosen option set forth in Clause 24.4, the DDoS IP Protection Service is available for Dedicated Equipment and Colocation Equipment.
- 25.2. Upon conclusion of Contract Overview and subject to the Sales Terms and Conditions of the Sales Contract Leaseweb shall grant Customer a non-exclusive, non-transferable license during the Term, to use and access the DDoS IP Protection Service, solely in accordance with the Sales Contract for its own internal use purpose.
- 25.3. The Leaseweb DDoS IP Protection Service uses publicly available and proprietary technology.
- 25.4. The DDoS IP Protection Service is available in 4 options: (i) Standard, (ii) Advanced, (iii) Customized, (iv) Always-on, as specified in the Contract Overview.
  - a) "Standard" is available for Dedicated Equipment in shared, private and colocation Racks, Cloud Services and provides protection up to certain Scrubbing Thresholds. Upon detection of an attack below the Scrubbing Threshold by a detection device ("Detector") at the edge of the Network, Customer is notified and incoming traffic is rerouted to a shared scrubbing device ("Scrubber"), which filters out attack traffic and passes through legitimate (clean) traffic. The typical response time to an attack is 3 minutes (the time that it takes to identify an attack and activate scrubbing). In case the size of an attack exceeds the Scrubbing Threshold, the attacked IP address is null-routed and access to the attacked Equipment is blocked. Upon detection that the attack is over, the Customer is notified and the scrubbing or null-routing are deactivated. The Scrubbing Thresholds are available on the Knowledge Base on [www.Leaseweb.com](http://www.Leaseweb.com) and may be changed by Leaseweb from time to time without prior notice.

- b) **"Advanced"** is available for Dedicated Equipment in shared, private, colocation racks and Cloud Services. Leaseweb provides on top of the Standard option higher Scrubbing Thresholds. In case the size of an attack exceeds the Scrubbing Threshold of DDoS IP protection Advanced, the attacked IP address is null-routed and access to the attacked Equipment is blocked. Upon detection that the attack is over, the Customer is notified and null-routing is deactivated. The Scrubbing Thresholds are available on the Knowledge Base on [www.Leaseweb.com](http://www.Leaseweb.com) and may be changed by Leaseweb from time to time without prior notice.
- c) **"Customized"** is available for Dedicated Equipment in Dedicated Racks and Colocation Equipment, and Leaseweb provides on top of the Standard option enhanced Scrubbing Thresholds and other additions, to be specified in the Contract Overview.
- d) **"Always-on"** is based on a dedicated Detector and Scrubber and offers enhanced response times (typically <90 seconds), Customer specific Scrubbing Thresholds, protection types and reporting, as to be specified in the Contract Overview.

25.5. Leaseweb offers the Standard DDoS IP Protection Service free of charge. The Customized and Always-on Leaseweb DDoS IP Protection Service consist of (a) a non-recurring installation and activation Fee; and (b) a monthly recurring Fee. Leaseweb will invoice monthly in advance.

25.6. Customers using the Customized or Always-on DDoS IP Protection Service may request technical changes (e.g. changes in detection profiles) or reports. Such changes or reports will be charged as Advanced Support Services. In case Customer requests non-technical changes (commercial changes), such changes will be documented on a Contract Modification Form.

25.7. Due to the varying nature of DDoS attacks, Leaseweb cannot guarantee that all attacks will be detected and/or mitigated; nor does Leaseweb guarantee that all IP traffic patterns that initially appear to be DDoS attacks are actual attacks.

25.8. Leaseweb reserves the right to: (i) change or supplement the monitoring tools and the mitigation techniques; (ii) increase or decrease the detection device sensitivity to anomalous IP traffic patterns; and (iii) modify the definition of anomalous IP traffic patterns that may indicate a DDoS attack.

25.9. DDoS IP Protection Services are provided AS-IS and on a best efforts basis. Leaseweb is not liable to Customer for any damage resulting from any DDoS IP Protection Service, unless such damage is the direct result of gross negligence or wilful misconduct by Leaseweb. Any estimated response times, given or agreed in connection with DDoS IP Protection Services, are targets only and Leaseweb shall in no event be liable for any failure to meet these targets.

25.10. In addition to the Data Protection Clause of the Sales Terms and Conditions Leaseweb shall not assign, transfer, sell, license, sublicense or grant any of its rights to all traffic data, clickstream information, transmitted Customer content, and other server activity data collected by Leaseweb in the course of performing the DDoS IP Protection Service; and all analytical product derived therefrom to any other person or entity without the explicit permission of the Customer, other than to its licensors.

25.11. In addition to Clause 5 of the Policies, Customer may not: (a) publish any performance or benchmark tests or analyses relating to the DDoS IP Protection Service or the use thereof; or (b) cover or obscure any page or part of the DDoS IP Protection Service via HTML/CSS, scripting, or any other means, if any; or (c) perform a load test, regression test, or penetration test without prior written approval of Leaseweb.

25.12. In addition to Clause 5 of the Policies Leaseweb shall be entitled to immediately block access to Customer's Infrastructure (null-route) if an attack exceeds the mitigation capacity or if such attack negatively affects the Infrastructure.

25.13. Customer Responsibilities:

- a) Customer must ensure that the designated technical contact person can act as an up-to-date point of contact with 24x7 availability who will receive DDoS attack notifications and who Leaseweb will coordinate with upon detection of an DDoS attack. Customer is solely responsible for updating such point of contact information, as necessary.
- b) In case Customer uses Customized or Always-on DDoS IP Protection Service: Customer must notify Leaseweb of any events that may cause significant IP traffic pattern changes for the Customer network being monitored through the DDoS IP Protection Service.
- c) In case Customer uses Customized or Always-on DDoS IP Protection Service and a DDoS attack is not detected by Leaseweb's detection devices, Customer must immediately notify Leaseweb if it believes it is under a DDoS attack and provide Leaseweb with reasonable assistance to take appropriate action (e.g. reroute the IP traffic to the Scrubbing devices).
- d) Customer acknowledges that the DDoS IP Protection Service is regarded as a tool that can be used as part of the Customer's overall security strategy, but not as a total solution.

## CHAPTER I. POINT-TO-POINT CONNECTIVITY SERVICES

### 26. GENERAL

26.1. Leaseweb offers Point-to-Point Connectivity Services that can be distinguished into Ethernet Services and Wavelength Service.

26.2. The Ethernet Services can be distinguished into Long-haul Ethernet and Metro Ethernet. Long-haul Ethernet is a connection between two (2) Leaseweb Data Centers in two (2) different Metro Areas. Metro Ethernet is a connection between two Leaseweb Data Centers or Network PoPs in the same Metro Area. Ethernet Services apply to Dedicated Equipment in Dedicated Racks or Colocated Equipment.

26.3. Wavelength Service means the Services consisting of the provision of fiber-optic, transponder based point-to-point connectivity over a dedicated Circuit, which enables end-to-end transportation of a high capacity Ethernet signal between two Connection Ports.

26.4. The specific Point-to-Point Connectivity Service is specified in the Contract Overview.

26.5. On or prior to the Delivery Date, Leaseweb will test the Point-to-Point Connectivity Service, or cause the Point-to-Point Connectivity Service to be tested. If Leaseweb deems the Point-to-Point Connectivity Service to be in conformance with the Contract Overview and the agreed specifications, Leaseweb will provide a statement to Customer that the Point-to-Point Connectivity Service is ready for Customer's use. Customer must, within 72 hours from the receipt of the statement, provide written notice to Leaseweb of its non-acceptance of the Point-to-Point Connectivity Service on the basis that the Point-to-Point Connectivity Service does not comply with the Contract Overview and the agreed specifications. If a notice of non-acceptance is not (timely) received by Leaseweb, the Point-to-Point Connectivity Service shall be deemed to be accepted by Customer. Upon timely receipt by Leaseweb of a notice of non-acceptance, further tests of the Point-to-Point Connectivity Service will be scheduled, and a new Delivery Date will be set. Notwithstanding anything to the contrary, any Customer use of the Point-to-

Point Connectivity Service for other purposes than testing purposes will be deemed to constitute acceptance of the Point-to-Point Connectivity Service.

- 26.6. Customer will use the Point-to-Point Connectivity Services in full compliance with all applicable laws, rules and regulations and all applicable franchises, rights of way, leases, licenses, franchises and contracts and other obligations to third parties with respect to the Network. At Customer's sole cost and expense, Customer will obtain and maintain in effect during the Term all rights, leases, licenses, perm permits and governmental or non-governmental approvals necessary for the use of the Point-to-Point connectivity Services.
- 26.7. The provisions of Clause 12 of Chapter D.10 (Interconnections) apply to the Point-to-Point Connectivity Services.

## **27. SERVICE FEES**

- 27.1. Leaseweb shall invoice Customer at a Flat Fee basis.
- 27.2. The Service Fees for the Point-to-Point Connectivity Services shall include the following components:
  - a) the agreed non-recurring installation and/or setup Service Fees;
  - b) the fixed monthly Service Fee shall cover the use of the Point-to-Point Connectivity Service.
- 27.3. All monthly recurring Service Fees shall be payable as of the Delivery Date and thereafter monthly in advance.

## **CHAPTER J. LEASEWEB MONITORING TOOL**

### **28. LEASEWEB MONITORING TOOL**

- 28.1. The Customer assigns its monitoring undertaking to Leaseweb and Leaseweb shall provide reasonable efforts to undertake such assignment by notifying Customer of a Disruption to Customer's Equipment.
- 28.2. The Leaseweb Monitoring Tool should be activated by Customer in the Customer Portal as a courtesy Service rendered by Leaseweb on reasonable efforts basis, in order to enable the Customer to proactively initiate a response once notification are received from Leaseweb in Customer Portal.
- 28.3. With respect to Leaseweb's Monitoring Tool, this Service aims to measure the ICMP traffic (ping) on Customers Equipment, such as VPS and Dedicated Equipment.
- 28.4. Once activated by the Customer, the Leaseweb Monitoring Tool will send notification, as an alert, to Customer in case of a Service Disruption, loss of Connectivity or any other possible Service Disruption.
- 28.5. The Leaseweb Monitoring Tool includes host and port Monitoring, SSL Expiry Check, Webpage Performance Check and Latency.
- 28.6. Upon receiving an alert from the Leaseweb Monitoring Tool, Customer is responsible for the analysis of the alert and clarifying response to Leaseweb if needed, including contacting the Leaseweb Support group. This clarifying response by contacting the Leaseweb Support group as initiated by the Customer, should include the details as in Chapter K, Clause 27 of the Leaseweb Service Level Agreement.
- 28.7. For avoidance of doubt, Leaseweb Monitoring Tool is an external monitoring tool with no access to Customer's content.
- 28.8. Customer is not entitled and eligible to receive any Service Credit solely based on alert provided by the Leaseweb Monitoring Tool.

## **CHAPTER K. STORAGE SERVICES**

### **29. LEASEWEB BACKUP SERVICE**

- 29.1. Leaseweb's backup service (the "Backup Service") is designed to (i) allow Customer to store a copy of Customer's server data (such as operating system, applications and data components) on a shared storage platform, and to (ii) facilitate Customer to restore the backed-up data to Customer's server.
- 29.2. Customer shall be fully and solely responsible for (i) downloading the backup Software that is made available by Leaseweb as part of the Back-up Service and installing this Software on the authorized number of Customer server(s) within the Leaseweb Network, (ii) configuring the Backup Service and said software, (iii) testing the Backup Service and said software regularly to determine if it is capturing Customer's server data properly and without any errors, and (iv) ensuring that there is sufficient storage room for Customer's backup data.
- 29.3. Leaseweb will charge Customer for any data traffic between Customer's server and the storage platform resulting from the use of the Back-up Service, in accordance with Chapter B (IP Connectivity).
- 29.4. The Backup Service is provided on an "as is" and "as available" basis, and Leaseweb does not guarantee that the Backup Services will be uninterrupted, timely, secure or error-free. Because of the technical limitations regarding backups on live servers and the possibility of data corruption, Leaseweb in no way guarantees the usability of any data from any given backup set.
- 29.5. Leaseweb grants Customer a non-assignable and non-exclusive license to use the Software made available to Customer by Leaseweb as part of the Backup Service. This license is for the sole purpose of enabling Customer to use the Backup Services as provided by Leaseweb, in the manner permitted by Sales Contract. Customer may not copy, modify or distribute any part of this Software, nor may Customer reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or Customer has Leaseweb's express written permission.
- 29.6. Leaseweb shall be entitled to erase and delete any and all backed up data from the shared storage platform upon the earlier of (i) the termination of the Sales Contract, and (ii) the termination of the Contract for the Backup Service.
- 29.7. Leaseweb reserves the right to modify, suspend or discontinue the Backup Service at any time and without any liability to Customer. If Leaseweb decides to discontinue the Backup Service, it will provide prior notice to the Customer.

### **30. LEASEWEB DISASTER RECOVERY SERVICE**

30.1. Leaseweb's disaster recovery service (the "**Disaster Recovery Service**") allows Customer to facilitate replication and failover of selected virtual machines in its platforms and/or infrastructure as soon as possible in case of interruptions. To use the Disaster Recovery Service, Customer is required to have a second VMware environment (the "Second Setup") in addition to Customer's main VMware environment (the "Main Setup"). Under the Disaster Recovery Service, Leaseweb shall:

- maintain the disaster recovery platform (the "**Disaster Recovery Platform**"), which is an add on to the Single Tenant Private Cloud. The Disaster Recovery Platform consists of the Replication Software and the connection between the data centers involved in the Disaster Recovery Service (the synchronization functionalities).
- make available to Customer the software which enables Customer to manually switch the Virtual Machines (failover) to the Second Setup in case of an interruption affecting the Main Setup (the "**Replication Software**"); ensure that the Replication Software is installed, configured, kept up to date and working; and patch, update and/or upgrade the Disaster Recovery Software with the latest software release supported by Leaseweb.

30.2. Customer can choose, at its sole discretion, between a complete and a partial Second Setup for the purpose of the Disaster Recovery Service.

30.3. The Disaster Recovery Service only replicates the instances selected and configured for replication by Customer. It is the sole responsibility of Customer to configure replication for the selected instances. Customer accepts and acknowledges that it is solely responsible for any (configuration) differences in set up between the Main Setup and the Second Setup; for the storage size of the Main Setup and Second Setup, and for the clean-up and maintenance of such storage. Furthermore, Customer is solely responsible for conducting regular failover tests with respect to the Disaster Recovery Service.

30.4. In case of an interruption, Leaseweb shall notify Customer without undue delay after the discovery of such interruption, using the contact details as provided by Customer. This notification obligation of Leaseweb is performed on a best-efforts basis, and Leaseweb shall not be liable for any delay in such notification to Customer, unless such delay is the direct result of gross negligence or wilful misconduct on the part of Leaseweb.

30.5. Customer shall decide, at its sole discretion, whether to activate the failover in case of an interruption; and manually select for how many and for which Virtual Machine the failover shall be activated. Customer accepts and acknowledges that the foregoing means that Customer is solely responsible and liable to manually failover to Second Setup following a notification of an incident by Leaseweb; and that it is the sole responsibility of Customer to ensure Customer can do so in a timely manner.

30.6. Customer accepts and acknowledges that the recovery time objective (RTO) and the recovery point objective (RPO) with respect to the Disaster Recovery Service are dependent on the connection between the data centers and the capacity of this connection. Customer also accepts and acknowledges that the RTO and RPO as provided for the Disaster Recovery Service are based on averages and cannot be construed as any guarantee or commitment of Leaseweb with respect hereto.

30.7. Leaseweb is entitled, at its sole discretion, to change the selected data center(s) from time to time. If Leaseweb decides to change the selected data centers, it will provide prior notice to Customer.

30.8. The Disaster Recovery Service is provided on an "as is" and "as available" basis, and –except as explicitly stated in the Services Specification or in the Support and Service Level Schedule– Leaseweb does not guarantee that the Disaster Recovery Service will be uninterrupted, timely, secure or error-free.

30.9. It is up to Customer to determine a particular restore point. However, because of the technical limitations regarding backups on live servers and the possibility of data corruption, Leaseweb cannot guarantee the data to be consistent in a particular restore point.

30.10. Leaseweb grants Customer a non-assignable and non-exclusive license to use the Replication Software made available to Customer by Leaseweb as part of the Disaster Recovery Service. This license is for the sole purpose of enabling Customer to use the Disaster Recovery Service as provided by Leaseweb, in the manner permitted by the Agreement. Customer may not copy, modify or distribute any part of this Replication Software, nor may Customer reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or Customer has Leaseweb's express written permission.

30.11. Leaseweb reserves the right to modify, suspend or discontinue the Disaster Recovery Service at any time and without any liability to Customer. If Leaseweb decides to discontinue the Disaster Recovery Service, it will provide prior notice to the Customer.

### **31. SOLID STATE DRIVES (SSD)**

31.1. Leaseweb delivers storage devices with varying endurance guarantees in accordance with the agreed upon Sales Contract, depending on the intended use by Customer.

31.2. Customer can request a SSD to be used for the Service that meets their usage requirements by indicating whether a SSD is Read Intensive (RI), Write Intensive (WI) or Mix Use (MU), with Mix Use indicating as a "Standard" performance level and Write Intensive as a "High Performance" level.

31.3. Subject to the provisions of the Sales Contract Modification procedure set forth in Clause 5 of the applicable Sales Terms and Conditions, Customer may request an SSD replacement.

31.4. Leaseweb will upon Customer's request for an SSD replacement, check the actual use of the SSD by Customer. In the event the actual use of the SSD, exceeds the intended use as indicated in the Quotation and confirmed in the Contract Overview by 10% or more, the following will apply:

- The Customer will be required to upgrade by means of a Sales Contract Modification the Service performance level with ordering the Service with a higher Performance SSD within one month of Leaseweb's notification of Customer's exceeding use by 10% or more.
- In case the Customer requests an SSD replacement, Leaseweb may – at its sole discretion – without consent of Customer deliver a similar or alternative High-Performance SSD with a higher endurance type for the same intended use. The Fees will be equal to the Fees of the SSD requested by the Customer. In addition, a replacement Fee will be charged to Customer.
- In case Customer does not perform its obligation under Clause 29.4 (a) within the specified period as indicated in the Leaseweb's notification, Leaseweb may – at its sole discretion and without Customer consent, deliver a High-Performance replacement SSD. The

Replacement Fee will be calculated on a ratio basis, means the expected life status of the SSD or the actual life status of the SSD times the new SDD value.

31.5. In the event Customer rejects to comply with this Clause 30, Leaseweb reserves the right to terminate the Sales Contract including all consequences of Clause 21 of the Sales Terms and Conditions, if the Customer fails to remedy such breach within a period of thirty (30) days after having received notice by Leaseweb.

### **32. LEASEWEB DEDICATED STORAGE SERVICE**

32.1. Leaseweb's Dedicated Storage Service ("Dedicated Storage Service") is designed to provide Customer a single tenant dedicated storage system in connection with other Leaseweb Services.

32.2. Customer shall be solely responsible for its chosen dedicated storage system, switching cross connections, software, the Leaseweb Support Services, and other necessary Equipment required for the Leaseweb Dedicated Storage Service.

32.3. Customer shall have full access to the dedicated storage system including setup options and Customer shall be obligated to follow third-party provider terms, recommendations and guidelines when operating and managing the dedicated storage system.

32.4. Customer shall be fully and solely liable for - including but not limited to - any storage service running on the dedicated storage system, timely software updates, third-party recommended patches, upgrades, configurations and other services related to the Leaseweb Dedicated Storage Service.

32.5. In case of a support request for the Leaseweb Dedicated Storage Service, Customer shall open a support ticket directly with the third-party provider ("Dedicated Storage Support Request") depending on the chosen dedicated storage system. The Support Service Levels of the third-party provider shall apply. Only to the extent applicable to the Dedicated Storage Support Service, the Leaseweb Service Level Agreement shall apply.

32.6. For the third-party provider in its capacity of agent acting for and on behalf of Customer in connection with the Dedicated Storage Support Request, the Customer shall request for access to the datacenter via the Leaseweb Customer Portal in accordance with the Sales Terms and Conditions and Policies including Leaseweb's and datacenter provider house rules for access.

32.7. The Dedicated Storage Service shall be provided "as-is", meaning Leaseweb shall not be liable for any failure, security and personal data breaches, data loss or Service Disruptions or related expenses and damages resulting thereof.

32.8. Customer shall be solely responsible for the maintenance, functionality and performance of the dedicated storage system for the duration of the Sales Contract. Upon termination of the Sales Contract, the Customer has the obligation to erase, wipe and delete all data stored on the dedicated storage system and handover the dedicated storage system in accordance with the mutually agreed Leaseweb's handover requirements.

32.9. Leaseweb shall be entitled to charge a non-recurring Fee for the amount at Leaseweb's discretion in case:

32.10. Customer does not meet the Leaseweb provided handover requirements, which includes but not limited to failure to comply with the third-party provider terms, recommendations and guidelines when operating, managing and the appropriate usage of the dedicated storage system;

32.11. the erasure and deletion of all data stored on the dedicated storage system has not been executed to Leaseweb's reasonable standards and satisfaction.

32.12. In case of failure by Customer under this Clause, Leaseweb undertakes to perform such activities whereby the Customer shall keep Leaseweb fully harmless for any costs or expenses, compensation for all damages caused by Customer to the dedicated storage system.

### **33. LEASEWEB OBJECT STORAGE**

33.1. Leaseweb's Object Storage Service ("Object Storage") allows Customer to store and manage data by creating buckets to store data as objects by using the provided APIs.

33.2. The Object storage is available in (2) two options: (i) Standard and (ii) Standard One Zone Infrequent. Customer's choice of Object Storage option is specified in the Contract Overview.

a) "Standard": Customer will pay for Committed Capacity, additional space used, transfers to internet, and API calls. Leaseweb spans the objects across three or more zones for redundancy.

b) "Standard One Zone Infrequent": Customer will pay for Committed Capacity, additional space used, transfer to the internet, API calls and data retrieval. Data objects will count for space used purposes for at least the first 30 days after they've been written, even if the data objects have been deleted within the first 30 days. Leaseweb spans the objects across three or more systems within one zone for redundancy.

33.3. Customer shall be solely responsible for managing the buckets, API keys and users, as well as the privileges assigned to these users or public links created to access and/or modify objects.

33.4. Any upgrade/downgrade/switch with respect to Object Storage shall be subject to the provisions of the Sales Contract modification procedure set forth in Clause 5 of the Sales Terms and Conditions, Customer shall be allowed to upgrade at any time. Customer is allowed to downgrade by the next Contract Extension Date of the applicable Sales Contract, meaning Customer is not allowed to downgrade during the Contract Term.

## **CHAPTER L. MULTI-CDN SERVICES**

### **34. SERVICE FEES**

30.1 The Fees for the Multi-CDN Services consists of the Inbound and Outbound Multi-CDN Data Traffic, Leaseweb Shield CDN and Data Traffic geographical distribution.

30.2 The Service Fees consist of the following components:

- a) A Fixed Fee for the Committed Data Traffic;
- b) A surcharge rate for Extra Data Traffic (if any).

30.3 The Extra Data Traffic will be charged to Customer in accordance with the 'surcharge rate' specified in the Quotation and/or the Contract Overview, or in the absence thereof, in accordance with Leaseweb's standard rates.

30.4 Customer is not entitled to receive any restitution in the event the Utilized Data Traffic falls below the Committed Data Traffic respectively, nor is Customer entitled to transfer any unused parts of the Committed Data Traffic to another period. Committed Data Traffic can also not be used for any Service other than the Multi-CDN Service described in the Quotation and/or Contract Overview.

30.5 Utilized Data Traffic shall (for the purpose of determining the Fee) be rounded up to the full GB upwards.

30.6 Leaseweb's Data Traffic Fees are based on the expectation that the Customer's current geographical CDN distribution consists of the following Data Traffic allocation: 80% from NA/Europe, 10% from Asia and 10% from the rest of the world.

30.7 Leaseweb may increase the Data Traffic Fee, if Customer's Data Traffic for any region (measured as a percentage of Customer's total Data Traffic) changes and consistently exceeds the agreed-upon allocation by 2% or more during a month.

30.8 Customer shall refrain from any use of the Leaseweb Shield CDN that is in breach of Clauses 5 ("Acceptable Use Policy") and 15 ("Multi-CDN Fair Use Policy") of the Policies, Leaseweb reserves the right in its sole discretion to increase the Fees or cancel the Customer's use of the Leaseweb Shield CDN if Customer is deemed to be in breach thereof.

### **35. UPGRADE / DOWNGRADE**

35.1. Subject to the provisions of the Sales Contract Modification Procedure - set out in Clause 5 of the Sales Terms and Conditions - and the provisions of this Clause, Customer may request an upgrade/downgrade with respect to Committed Data Traffic.

35.2. Subject to Leaseweb having sufficient capacity at the time of Customer's request, and without prejudice to the provisions of the Sales Contract Modification Procedure, Customer shall be allowed to upgrade the Committed Data Traffic at any time. If Leaseweb has determined that it has sufficient capacity to accept Customers request, the upgrade will become effective: (a) the first day of the month in which Leaseweb has accepted Customer's request, in the event that Customer's written request was received by Leaseweb before the 20th day of that month; or (b) the first day of the month following the month in which Leaseweb has accepted Customer's request, in the event that the Customer's request was received by Leaseweb on or after the 20<sup>th</sup> day of that month.

35.3. Customer is allowed to downgrade the Committed Data Traffic or Committed Bandwidth by the next Contract Extension Date of the applicable Sales Contract, meaning Customer is not allowed to downgrade during the Contract Term.

## **CHAPTER M. OTHER SERVICES**

### **36. SHARED WEB HOSTING**

36.1. Leaseweb offers Shared Web Hosting Services via the Shared Web Hosting Platform on a Windows and Linux basis. The Shared Web Hosting Platform is shared with other customers of Leaseweb and therefore resource usage limits are in place to prevent excessive use. These limits are set forth in the Contract Overview and the Policies.

36.2. As part of the Shared Web Hosting Services, Leaseweb shall make available an administration panel for managing settings, files and databases, as well as viewing website access statistics and log files. Leaseweb shall also make FTP access available for uploading website files and documents.

36.3. Leaseweb shall be responsible for maintaining the Equipment and software that comprise the Shared Web Hosting Platform. Unless otherwise indicated by Leaseweb, software updates for the Shared Web Hosting Platform are performed in a monthly maintenance cycle. Upgrades and other changes in the Shared Web Hosting Platform, may affect the display or operation of Customer's hosted content and/or applications.

36.4. Leaseweb reserves the right to change its Shared Web Hosting Platform in its commercially reasonable discretion, and Leaseweb shall not be liable for any resulting harm to Customer.

36.5. The maximum Data Traffic allocation for IP Connectivity shall be as set forth in the Contract Overview. Customer acknowledges that any Data Traffic in excess thereof will be subject to additional Service Fee on a Measured Fee basis in accordance with Chapter B.

36.6. Customer shall be solely responsible for the maintenance, installation, updating, monitoring and configuration of all software and data placed by the Customer on the Shared Web Hosting Platform.

36.7. Leaseweb backs up Customer's website files and databases nightly, with a retention of two (2) weeks. Leaseweb makes no guarantees about the integrity of these backups. Leaseweb may charge an additional Service Fee for any restores of backups. Notwithstanding this backup service, Customer agrees to make and maintain independent local copies of all Customer content for backup purposes. Leaseweb will have no liability to Customer for loss, damage, integrity, usability, accessibility or destruction of any Customer content.

36.8. Customer agrees that it must have the necessary expertise to create, maintain, secure, install, update, configure and monitor Customer's web space, and further agrees that Leaseweb shall in no event be obliged to provide this expertise or to provide support regarding the foregoing to Customer.

36.9. Customer agrees that Leaseweb may display promotional information of its choosing along with an "under construction" logo until such time as Customer makes its website fully functional by adding its own content to the Shared Web Hosting Platform.

36.10. Only one internet appearance is allowed per Shared Web Hosting Services package.

### **37. TAPE ROTATION**

37.1. Leaseweb shall provide tape rotation services in the event agreed between Parties in writing. In the event the tape rotation is provided in relation to Dedicated Equipment, the tape rotation shall be performed as an Advanced Support Service, and in case said tape rotation is performed in relation to Colocated Equipment, the tape rotation shall be performed as a Remote Hands Service.

- 37.2. The storage location of the tapes, the times the tape rotation is performed and the frequency of the tape rotation shall be agreed between Leaseweb and Customer in writing.
- 37.3. Customer is -and shall at all times remain- responsible for making regular backups of its data (including the backup to the storage tapes) and for the configuration and maintenance of Customer's backup program.

### **38. FIREWALL AND LOAD BALANCING**

- 38.1. Unless otherwise agreed in the Contract Overview, Customer shall at all times be solely responsible for the configuration and maintenance of all virtual/hardware firewalls and load balancers, irrespective whether such firewall/load balancer is provided or leased by Leaseweb to Customer.
- 38.2. Customer may request Leaseweb to carry out the initial installation of a hardware firewall and/or hardware load balancer. In case said hardware firewall/load balancer is leased by Leaseweb to Customer, the configuration shall be performed as part of the Advanced Support Services, and in case said firewall and hardware load balancer is part of the Colocated Equipment, the configuration shall be performed as part of the Remote Hands Services.
- 38.3. Customer may receive or request, as part of the Cloud Services, a virtual firewall and/or load balancer. It shall be Customer's sole responsibility to configure and manage the virtual firewall and/or load balancer. Leaseweb shall offer the functionality to perform such management and configuration through the Customer Portal.
- 38.4. Customer understands and agrees that a firewall is only part of the security of Dedicated Equipment, Colocated Equipment or Instances, and that Customer shall be responsible for taking adequate measures to protect its Dedicated Equipment, Colocated Equipment and Instance(s).
- 38.5. Regardless whether the initial configuration is performed by Leaseweb, Customer shall be solely responsible for testing whether the hardware/virtual firewall and load balancer is adequately configured.

### **39. SSL**

- 39.1. Leaseweb offers SSL certificates for encryption of data traffic to and from Customer's websites. Customer understands and agrees that the SSL certificate is only part of the security of Customer's data traffic, and that Customer shall be responsible for taking additional measures to protect its website and data traffic.

### **40. DOMAIN NAMES**

- 40.1. All domain name related tools provided on Leaseweb's websites or the Customer Portal are provided as a convenience for Customers. Leaseweb does not warrant the accuracy or utility of these tools.
- 40.2. Customer shall comply with the policies, guidelines, terms and conditions applied from time to time by the organization or entity which shall be responsible for the management (registration and/or distribution and/or giving into use) of an (Internet) domain, such as – for example – ICANN. By registering a domain name through Leaseweb, Customer shall (in addition to the Sales Contract with Leaseweb) enter into a Sales Contract with the registry of the relevant domain name. The general terms and conditions used by such registry (as amended from time to time by the registry) shall be an integral part of said Sales Contract with the registry, and Customer agrees to comply in all respects with all provisions set forth in said general terms and conditions.
- 40.3. As a condition to the continued registration of the domain, Customer must keep the registration information current, complete and accurate.
- 40.4. In the event Customer's End User is the holder/registrant of a domain name registered through Leaseweb, Customer represents that it is fully authorized to act on behalf of the End User, and Customer shall indemnify Leaseweb against all claims and demands of the End User in relation to said domain name(s). Without limiting the generality of the foregoing, Customer's End User may directly request Leaseweb to perform administrative changes in relation to the domain names registered in its name (including change of address, change of domain name holder, etc), and Leaseweb may accept and deny such requests in its sole discretion without Customer's consent.
- 40.5. Leaseweb does not guarantee that Customer will be able to register or renew a desired domain name, even if an inquiry indicates that a domain name is available for registration, because Leaseweb cannot know with certainty whether or not the domain name which Customer is seeking to register is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases.
- 40.6. Leaseweb's delivery of the domain name registration service depends upon its computer system, the computer system of its subcontractors and the computer system of Leaseweb's registrar. Leaseweb does not guarantee that these computer systems are error-free, and Leaseweb shall in no event be liable vis-à-vis Customer for any damages resulting from errors occurring in these systems.
- 40.7. Leaseweb may charge Customer for all administrative actions that Customer or the domain name holder requests Leaseweb to perform in connection with the domain name.

### **41. DOMAIN PROTECTION SERVICE**

- 41.1. Leaseweb offers application firewall, DDoS mitigation and Web application acceleration services using publicly available and proprietary technology that improves website performance, security, and availability ("Domain Protection Service"). Leaseweb also provides Support on the Domain Protection Service as an Additional Service to its Customers.
- 41.2. The Domain Protection Service will be charged separately on a monthly basis as specified in the Quotation.
- 41.3. Upon conclusion of an Quotation and subject to the terms and conditions of the Sales Contract Leaseweb shall grant Customer a non-exclusive, non-transferable license during the Term, to use and access the Domain Protection Service, solely in accordance with the Sales Contract for its own internal use purpose.
- 41.4. In addition to Clause 5 of the Leaseweb Policies, Customer may not: (a) without Leaseweb's express written permission, introduce software or automated agents or scripts to the Domain Protection Service so as to produce multiple accounts, generate automated searches, requests and

queries, or to strip or mine data from the Domain Protection Service; (b) publish any performance or benchmark tests or analyses relating to the Domain Protection Service or the use thereof; or (c) cover or obscure any page or part of the Domain Protection Service via HTML/CSS, scripting, or any other means, if any; or (d) perform a load test, regression test, or penetration test without prior written approval of Leaseweb.

- 41.5. Leaseweb will provide each user of the Domain Protection Service a unique username and password to enable such user to access the Domain Protection Service pursuant to the Sales Contract. Each Customer is entitled to have up to 10 authorized users unless agreed otherwise in writing. Leaseweb reserves the right to change or update these usernames and passwords in Leaseweb's sole discretion from time to time. Each authorized user's username and password may only be used to access the Domain Protection Service during one (1) concurrent login session. Customer acknowledges and agrees that (a) only authorized users are entitled to access the Domain Protection Service with their assigned usernames and password provided by Leaseweb; (b) it will provide to Leaseweb information and other assistance as necessary to enable Leaseweb to establish usernames for authorized users, and will verify all authorized user requests for account passwords; (c) each username and password issued to an user will be used only by that authorized user; (d) Customer is responsible for maintaining the confidentiality of all authorized users' usernames and passwords, and is solely responsible for all activities that occur under these authorized usernames; and (e) Customer will notify Leaseweb promptly of any actual or suspected unauthorized use of any account, username, or passwords, or any other breach or suspected breach of the Quotation or the Sales Contract. Leaseweb reserves the right to terminate any username and password that Leaseweb reasonably determines may have been used by an unauthorized third party. Usernames and passwords cannot be shared or used by more than one individual authorized user, but may be reassigned from time to time to a new authorized user who is replacing a former authorized user who has terminated employment (or otherwise changed job function) and no longer uses the Domain Protection Service.
- 41.6. In addition to the Data Protection Clause of the Sales Terms and Conditions Leaseweb shall not assign, transfer, sell, license, sublicense or grant any of its rights to all traffic data, clickstream information, transmitted Customer content, and other server activity data collected by Leaseweb in the course of performing the Domain Protection Service; and all analytical product derived therefrom to any other person or entity without the explicit permission of the Customer, other than to its licensors.
- 41.7. Customer agrees and acknowledges that it may install or utilize certain third party apps. These third party apps are provided AS-IS and governed by their own general conditions and privacy policies as set forth by the third parties that provide them. Leaseweb does not endorse and is not responsible or liable for the services or features provided by these third party apps that Customer may choose to install. Customer acknowledges and agrees that Leaseweb shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any third party apps.
- 41.8. Leaseweb may modify the content of Customer's website(s) based on the features or third party apps enabled. For example, Leaseweb may detect email addresses and replace them with a script in order to keep them from being harvested, or Leaseweb may insert code to improve page load performance or enable third party apps. Customer acknowledges that Leaseweb may, based on Customer's settings:
- 41.9. Leaseweb may intercept requests. Intercept requests determined to be threats and present them with a challenge page.
  - a) Add cookies to Customer's domain to track visitors, such as those who have successfully passed the CAPTCHA on a challenge page.
  - b) Add script to Customer's pages to, for example, add services, Apps, or perform additional performance tracking.
  - c) Other changes to increase performance or security of Customer's website(s).Leaseweb will make it clear whenever a feature will modify content and, whenever possible, provide Customer with a mechanism to disable the feature.

## 42. SOFTWARE

- 42.1. **Microsoft Software:** the use by Customer of Microsoft computer software and associated documents provided to Customer by Leaseweb, is governed by Microsoft's license terms. The latest version of such license terms are available here: <https://www.microsoft.com/licensing/spur/productoffering>. Customer may not: a) reverse engineer, decompile, or disassemble any Microsoft software, unless such is expressly permitted by applicable law and then following at least thirty (30) days advance written notice to Leaseweb; b) perform any act which is not in compliance with the applicable Microsoft license terms; (c) remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft's software or documentation; nor d) use the software on any device other than Leaseweb provided Dedicated Equipment or Instance.
- 42.2. For any Microsoft software used by Customer or its End User on a Dedicated Equipment or Instance in a Data Center (regardless whether provided by Leaseweb), Customer must immediately upon request of Leaseweb, sufficiently demonstrate to Leaseweb's satisfaction, that it is authorized to use such software and that it or the End User uses such software in accordance with Microsoft's license terms.
- 42.3. **VMware software:** the use by Customer of VMware software and associated documents provided to Customer by Leaseweb, is governed by VMware's license terms. The latest version of such license terms are available here: [https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/universal\\_eula.pdf](https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/universal_eula.pdf).
- 42.4. For any VMware software used by Customer or its End User, Customer must immediately upon request of Leaseweb, sufficiently demonstrate to Leaseweb's satisfaction, that it is authorized to use such software and that it or the End User uses such software in accordance with VMware's license terms.
- 42.5. **NVIDIA GeForce Software:** Customer's proper use of the NVIDIA GeForce Software (and associated NVIDIA documents) is governed by NVIDIA's license terms and shall fully be Customer's sole responsibility. The latest versions of the NVIDIA GeForce Software license terms are available here: <https://www.nvidia.com/content/DriverDownloads/licence.php?lang=us&type=GeForce>; and <https://www.nvidia.com/en-us/drivers/geforce-license/>.
- 42.6. For Customer's proper use of a GPU server, drivers are needed which are owned or operated either by Customer or by a third party other than Leaseweb. The NVIDIA GeForce Software license agreements, as referenced in Clause 40.6 of these Services Specifications, are applicable as soon as the Customer downloads these drivers and install them, as further clarified for the NVIDIA GeForce Software EULA in the Knowledge Base <https://kb.leaseweb.com/display/KB/How+to+use+a+GPU+server>.

- 42.7. Upon making use of the NVIDIA GeForce Software Customer must ensure that (i) Customer is authorized to use the NVIDIA GeForce Software, and that (ii) Customer use such software in accordance with NVIDIA's license terms.
- 42.8. Upon Leaseweb's request, Customer must immediately demonstrate to Leaseweb's satisfaction, that it is authorized to use the NVIDIA GeForce Software and that Customer uses such software in accordance with NVIDIA's license terms.

#### 43. LEASEWEB MANAGED KUBERNETES

- 43.1. Leaseweb Managed Kubernetes provides Customers with the ability to orchestrate containerized workloads and underlying IaaS resources on supported Leaseweb IaaS Services. The Customer can pay on-demand for the IaaS resources which can be automatically provisioned. IaaS resources can amongst other be virtual machines from Leaseweb Cloud Services, persistent storage volumes, load balancers and firewalls.
- 43.2. The Customer can control the Cloud Services resources used through the Kubernetes APIs and scaling options. The Customer controls the provisioning of resources and settings for scaling. The Customer is responsible for monitoring resource utilization and any associated costs and Fees which may incur.
- 43.3. Leaseweb manages the master configuration of the Leaseweb Managed Kubernetes Service environment. Leaseweb is responsible for:
  - a) the availability and backup of the master nodes;
  - b) the provisioning, management, maintenance and operation of the master nodes; and
  - c) the Kubernetes control plane.
- 43.4. Leaseweb manages the availability and the configuration options of the Service. As Leaseweb is an online intermediary IAAS cloud service provider it does not have access to any Customer data or Customer content stored in the Cloud in accordance with Clause 7 of the Sales Terms and Conditions. Therefore, Leaseweb shall not be held liable for any Customer content transmitted over the Network by using the Services and/or by providing any of its managed Services.
- 43.5. Customer is solely responsible for the management of the worker nodes, the backup and the security of the Customer data on containers (stateless data), the persistent storage (stateful data) and their configuration files.
- 43.6. Leaseweb is responsible for the version management and availability of new versions of the Kubernetes software. Leaseweb supports up to three latest stable versions of this software. The Customer can update their cluster to any of the three supported versions of the Leaseweb Managed Kubernetes Services. In accordance with Clause 16.3 of the Sales Terms and Conditions, Customer shall comply with all the user requirements for these software versions.
- 43.7. Leaseweb is entitled to upgrade a Cluster to a supported Kubernetes version in case Customer is on a previous version than the latest three releases or at any time Leaseweb deems it necessary for the health and security of the Leaseweb Managed Kubernetes Service environment. Updates are carried out by Leaseweb with advanced notification to Customer.
- 43.8. Customer is responsible to manage the worker nodes through the management capabilities of the Leaseweb Managed Kubernetes at all times. Connecting directly to these resources might lead to unavailability in the Leaseweb Managed Kubernetes Services. Leaseweb does not provide support for, nor can be held liable for incurred Fees and costs or unavailability of the Service resulting from the malfunction of worker nodes due to directly made configuration changes outside of the Kubernetes API and Kubernetes Dashboard.
- 43.9. The Customer use of the Leaseweb Managed Kubernetes Services may start, stop, and delete subject to Customer's own proprietary (configuration) policies. Leaseweb shall not be held liable for the unavailability of this Service, including for the worker nodes and/or Customer data due to the automated execution of these Customer policies.
- 43.10. The Customer shall pay Fees for the underlying IaaS resources for the worker nodes. The management of the Leaseweb Managed Kubernetes is included in the Service Fees to the Customer.
- 43.11. Leaseweb deploys three copies of the master nodes in a standard virtual machine size by default. The location of the Cluster depends on the selection during the activation of the Cluster. This can be in any datacenter that supports the Leaseweb Managed Kubernetes. Leaseweb has the right to delete inactive Clusters at all times.

### CHAPTER N. DISCLAIMER

#### 44. KNOWLEDGE BASE

- 44.1. For information purposes only, Leaseweb provides at its own discretion more in-depth information on the functionalities, thresholds and performance of the Services on the Knowledge Base available on [www.leaseweb.com](http://www.leaseweb.com). The information provided by Leaseweb on the Knowledge Base is considered as non-binding and not part of the Leaseweb B2B Sales Contract Schedules. The Knowledge Base may be amended by Leaseweb from time to time without prior notice.