

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

## 1. DEFINITIONS

In the Leaseweb Sales Contract Schedules consisting of the Leaseweb Sales Terms and Conditions, Reseller Terms and Conditions, the Services Specifications, the Service Level Agreement, the Policies as well in the Order, Quotation, Contract and Contract Overview, the following words and expressions shall have the meanings set forth below.

**Customer** means any business entity or an internet professional (*therefore not including any private individual who is using the Service(s) for pure family use and/or acting outside of trade, business, craft, its professional capacity as considered a consumer under applicable law*) providing its professional details to the Customer Account and in the Customer Portal.

**Quarter** means a consecutive three (3) month period ending on March 31, June 30, September 30, or December 31.

**Reseller** means a Customer entering into any Sales Contract, Order, Quotation, trial, beta test, with Leaseweb for the provision of services, and upon fulfilling all applicable qualification requirements, is approved by Leaseweb as an authorized Reseller.

**Reseller Program** means Leaseweb's reseller program, as amended from time to time, which sets forth the eligibility criteria and conditions governing the authorization of Resellers to resell Leaseweb's services.

**Third-party products and services** mean the product and services which are not directly controlled by Leaseweb.

**Tier** means the advantages and benefits the Reseller receives based on the Total Monthly Recurring Fees. The applicable Tier is determined by the Total Monthly Recurring Fees.

**Total Monthly Recurring Fees (MRF)** means the aggregated MRF, including MRF of Third-party products and services, the combined MRF of all the independent Leaseweb sales entities.

## 2. TIER STRUCTURE AND QUARTERLY REVIEW

- 2.1 Under the Reseller Program, the Reseller Tiers are reviewed on a quarterly basis, whereby Reseller's applicable Tier is determined on the Reseller's Total Monthly Recurring Fees generated during the applicable Quarter. The applicable Tier establishes the Discount and the applicable Service Level Agreement (SLA) for new Orders placed during that Quarter.
- 2.2 Leaseweb is entitled to adjust Reseller's Tier based on such quarterly review and shall have sole discretion in the application and interpretation of the Tier thresholds. If the Tier changes, the updated Discount and SLA will apply only to new Orders placed in the new Quarter. All existing Services will continue to receive the Discount and SLA that was applied at the time those Services were originally ordered.

## 3. APPLICABILITY RESELLER TERMS AND CONDITIONS

- 3.1 The Reseller automatically accepts the Reseller Terms and Conditions, which is part of the Reseller Program, by signing a Quotation or by placing an Order on the website.
- 3.2 Leaseweb is entitled to issue new versions and thereby amend the Reseller Terms and Conditions from time to time. Such amendment also applies to existing Sales Contracts for Services, unless Leaseweb states otherwise formally in writing. The amendments come into effect fourteen (14) days after the announcement or on a later date stated in the announcement. The announcement may be made on Leaseweb's website and/or through the Customer Portal. If Reseller does not wish to accept an amendment that relates to an existing Sales Contract, the Reseller has the right to terminate that Sales Contract with effect from the date on which the amendment comes into force solely by means of a written formal Notification for termination that must have been received by Leaseweb within fourteen (14) days after Leaseweb's announcement of a new version of any of the Sales Contract Schedule(s), unless (a) the amendment is solely for the benefit of the Reseller; (b) the amendments are required by law; or (c) the amendment does not materially and adversely affect Resellers use of the Services.

## 4. APPLICABLE RESELLER SUPPORT AND SERVICE LEVELS

- 4.1 The Reseller Support and Service Levels are only applicable to authorized Resellers.
- 4.2 The Bronze, Silver and Gold Support and Service Levels are available for the Reseller Program.
- 4.3 The 'Advanced Support Services' included in the Leaseweb Service Level Agreement, is not applicable to the Reseller Support and Service Levels.
- 4.4 The Reseller cannot upgrade the Reseller Support and Service level by payment of an additional Fee.
- 4.5 The Reseller Support and Services level is based solely on the applicable Tier and therefore the Total Monthly Recurring Fees.
- 4.6 The table below sets forth the specified Reseller Support and Service Levels.

RESELLER SUPPORT AND SERVICE LEVEL	BRONZE
Free phone Support	24/7
Response time (incidents)	4 hrs
Hardware placement (incidents)	4 hrs
Customer Portal	✓
Advanced Support hourly rate*	€89
Advanced Support	Not included

\*Or an equal amount in local currency

## 5. RESELLER APPLICATION FORM

- 5.1 Reseller confirms that the information provided in the Reseller Application Form is accurate and complete.
- 5.2 Following submission of the Reseller Application Form, Leaseweb may conduct an internal reseller qualification assessment, including by means of email and/or telephone, and based thereon, shall determine in its sole discretion whether the Reseller qualifies for participation in the Reseller Program.

## 6. EARLY TERMINATION

6.1 Leaseweb is entitled to terminate all Sales Contracts with the Reseller by giving written Notice by separate email or post mail to the legally authorized representative of the Reseller, without an obligation to take into account a notice period if; (i) the information provided by the Reseller is inaccurate, incomplete or reasonably appears to be incorrect; (ii) any information provided by Reseller no longer meets, or reasonably appears not to meet the requirements of Leaseweb Reseller Program anymore.

## 7. NOTICE AND TAKE DOWN POLICY

7.1 Reseller shall adhere to applicable Leaseweb Policies, as well as Resellers own notice and take down policy, and shall promptly take appropriate actions in accordance with such policies in the event of any abuse.

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

## 8. QUALIFICATION REQUIREMENTS

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

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

8.3 Reseller shall provide first line support to its End-user.

## 9. FINANCIAL BENEFITS

9.1 The specified Tier and corresponding Discounts set forth in the table below apply to all authorized Resellers.

TIER	TOTAL MRF*	DISCOUNT
1	€0 – 1,999	5%
2	€2,000 – 4,999	10%
3	€5,000 – 9,999	15%
4	€10,000 – 19,999	20%
5	€20,000 – 39,999	25%
6	€40,000+	30%

\*Or an equal amount in local currency

9.2 The Discounts as described in Clause 9.1 apply to Monthly Recurring Fees and Setup Fees and do not apply to any Third-party products and services that the Customer has ordered from Leaseweb such as, but not limited to, domain names, SSL certificates, Software licenses and backup as delivered to the Customer by Leaseweb.

## 10. ADDITIONAL BENEFITS

10.1 The specified additional benefits set forth in the table below apply to all authorized Resellers.

	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5	TIER 6
<b>Marketing</b>						
PR/Case study			X	X	X	X
Reseller branding	X	X	X	X	X	X
<b>Support</b>						
Dedicated account manager			X	X	X	X
Knowledge Base	X	X	X	X	X	X
Service Level Agreement (SLA)	Bronze	Bronze	Bronze	Bronze	Bronze	Bronze