

GENERAL CONDITIONS

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1 DEFINITIONS AND INTERPRETATION

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

Affiliate	means with respect to a Party a legal entity, which is directly or indirectly: a) a Subsidiary of that Party; b) the Parent of that Party; or c) a Subsidiary of a Parent which is also the Parent of that Party
Agreement	means the Internet Services Master Agreement and/or each Order, including the schedules thereto, pursuant to which LeaseWeb shall provide certain (internet) services to Customer, which Services are indicated on the Order Form(s)
Bandwidth	means the maximum amount of data that can be carried from one point to another in a second, expressed in bits of data per second (bps)
Breach	means any inaccuracy in or breach of, or any failure to comply with or perform, any representation and warranty, covenant, obligation or other provision of the Agreement
Business Day	means Mondays to Fridays, with the exception of official public holidays in The Netherlands
Business Hours	means the period between 08.30 hours and 17.30 hours on a Business Day
CE(S)T	Central European (Summer) Time, i.e. the time zone that is: a) one (1) hour ahead of Coordinated Universal Time, during the period of the last Sunday of October until the last Sunday of March; and b) two (2) hours ahead of Coordinated Universal Time, during the period of the last Sunday of March until the last Sunday of October
Change Order Form	means the document, in standard LeaseWeb layout, used by LeaseWeb to respond to a Change Request, as referred to in Clause 8
Change Request	means a request of Customer to change an Order, as referred to in Clause 8
Colocated Equipment	means Equipment owned by Customer that is from time to time installed by Customer at a LeaseWeb Datacenter pursuant to the Agreement
Colocation Service	means a non-exclusive right to install and retain the Colocated Equipment in the Housing Space, granted by LeaseWeb to Customer with effect from the RFI Date for the duration of the Term
Confidential Information	means all information not publicly known used in or otherwise relating to the Agreement, the business or affairs of a Party or an Affiliate of such Party and disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by the Disclosing Party to the Receiving Party whether before or after the Effective Date
Control	means the ability to direct the business affairs of a company or other undertaking or to cause the direction of the management, policies and decisions of a company or other

Customer	undertaking, whether directly or indirectly, alone or together with group entities, whether through the exercise or non-exercise of any voting power, whether in general meeting or in any meeting of managing directors or supervisory directors (if any) or managers, or whether by agreement or otherwise means any natural person or legal entity that gives an assignment to LeaseWeb with respect to the provision of services by LeaseWeb
Data Controller	has the meaning given thereto in the data protection Laws
Data Processor	has the meaning given thereto in the data protection Laws
Data Traffic	means the sum of data that is transmitted to and from Customer's Equipment, measured in Bytes
Datacenter	means a facility used to house computer systems and associated components, such as telecommunications and storage systems
Dedicated Equipment	means Equipment from time to time leased by Customer from LeaseWeb pursuant to the Agreement
Delivery Date	means the date on which LeaseWeb shall deliver the Equipment that is sold by LeaseWeb to Customer, as specified in the Order Form
Disclosing Party	means the Party that discloses Confidential Information to the Receiving Party, as referred to in Clause 29
Effective Date	means (i) the date on which the Agreement becomes effective and the Term commences, as specified in the Internet Services Master Agreement; and (ii) the date on which an Order becomes effective and the Term commences, as specified in Order Form
Electrical Capacity Limit	means the limit that has been set for Customer's use of electricity, on the basis of the Services Specification, as specified in the Order Form, measured in kVA
Electricity Supply	means the supply of electricity, which supplies will be charged by LeaseWeb to Customer, measured in kWh
Emergency	means any situation which poses an immediate risk to: a person or persons; the LeaseWeb Datacenter; the provision of one or more of the Services; and/or the Equipment
Emergency Maintenance Equipment	means Maintenance performed to resolve or prevent an Emergency means any equipment, including but not limited to: computer hardware, telecommunications hardware, Interconnection Points, accessories, attachments, alterations of and spare parts for that equipment
Facility Agreement	means any lease, license and/or other agreement executed by and between LeaseWeb and a third party, further to which LeaseWeb is entitled to use a LeaseWeb Datacenter and to grant Customer a license to use the Housing Space within the LeaseWeb Datacenter
Firewall	means a device or set of devices designed to permit or deny network traffic based upon a set of rules
Force Majeure	means any event outside the reasonable control of a Party affecting its ability to perform any of its obligations (other than payment) under the Agreement, as further specified in Clause 28 below
HICP	means the Harmonised Index of Consumer Prices for member states of the European Union who have adopted the Euro
Housing Space	means the racks, footprints, cages, cabinets, suites and/or

	other areas, designated as such by LeaseWeb within the LeaseWeb Datacenter or in such other places which LeaseWeb may from time to time designate and specify in the Services Specification or the Order Form
Initial Term	means the Term for which the Agreement is initially entered into, as referred to in the Internet Services Master Agreement and specified in the Order Form
Intellectual Property Rights	means any patent, copyright, trademark, trade name, service mark, moral right, database right, trade secret, know how and any and all other intellectual property right whether registered or not or capable of registration and whether subsisting in the country of LeaseWeb's principal place of business or any other part of the world together with any and all goodwill relating thereto
Interconnection Point (IP)	means a port on LeaseWeb's switch and/or router and/or Firewall and/or load balancer located in the LeaseWeb Datacenter, at which point data are transferred from LeaseWeb to Customer and at which point the responsibility regarding the Network transfers from LeaseWeb to Customer
Internet	means the worldwide, publicly accessible network of interconnected computer networks that transmit data by packet switching using the standard Internet Protocol
Internet Protocol	means the method or protocol by which data are sent from one computer to another over the Internet
Internet Services Master Agreement	means the agreement so entitled, signed and executed by LeaseWeb and Customer
kVA	means kilo Volt-Ampère
kWh	means kilo Watt-hour
Law	means all applicable law, statute, subordinate legislation, treaty, regulation, directive, decision, by-law, ordinance, circular, rules, regulations, guidelines, code, order, notice, demand, decree, injunction, resolution, permit, judgement or recommendation of any government, quasi-government, statutory, administrative or regulatory body, court, agency or association
LeaseWeb	in relation to Service(s) and/or Equipment provided to Customer it means LeaseWeb B.V., a private company with limited liability, incorporated under the laws of the Netherlands, with its registered seat at Amsterdam, the Netherlands; and in relation to the Network it means LeaseWeb B.V. and its Affiliates (e.g. LeaseWeb USA, Inc. and LeaseWeb Germany GmbH)
LeaseWeb Datacenter	means a datacenter out of which or within which LeaseWeb provides Services
LeaseWeb Policies	means the policies and guidelines applied from time to time by LeaseWeb in its relationship with Customer
Maintenance	means maintenance, repairs, modifications or upgrades performed by LeaseWeb from time to time on the Network
Maintenance Window	means the timeframe in which LeaseWeb schedules the performance of Maintenance. Unless specifically agreed otherwise in writing by the Parties, the Maintenance Window is every day, between the hours of 20:00 until 08:00 CE(S)T, whereby LeaseWeb will preferably schedule Maintenance during the weekend between the hours of 01:00 until 06:00

	CE(S)T
Network	means the LeaseWeb-provided Autonomous System Numbers (AS16265, AS28753, AS30633, AS30878, AS52146) telecommunications network, which is comprised of all data Equipment owned or leased by LeaseWeb within each active LeaseWeb POP, all LeaseWeb wiring within each active LeaseWeb POP, power supplies owned or controlled by LeaseWeb in each POP, and all telecommunications circuits owned or leased by LeaseWeb between active LeaseWeb POPs. For the avoidance of doubt: the Network does not include Equipment owned, leased, or controlled by Customer, telecommunications circuits or networks (including, without limitation, local access loops) between a LeaseWeb POP and a Customer location or between Customer locations, interconnections between Customer's network and the Network, or any networks, network equipment, or telecommunications circuits not owned or controlled by LeaseWeb
Network Degradation	means a failure of the Service to meet any target set forth in the Network Performance Target
Network Performance Target	means the specified and agreed target regarding the quality of service for the Network
Network Status	means the actual status of the Network from time to time, including any Network Degradations and/or Maintenance, which status can be checked on LeaseWeb's NOC website (www.leasewebnoc.com)
NOC	means LeaseWeb's Network operations center
Order	means the agreement that comes into existence: a) upon the written acceptance by Customer of a Quote; or b) in the manner specified in Clauses 7.3, 7.4 and 7.5
Order Form	means the document, in standard LeaseWeb layout, in which LeaseWeb has itemised which Services and/or Equipment will be sold or given into use or lease by LeaseWeb to Customer, including the prices, RFS Date, etc.
Parent	used in relation to a Party shall mean a legal entity of which such Party is a Subsidiary within said meaning
Parties	means LeaseWeb and Customer, each a "Party"
Personal Data	has the meaning given thereto in the data protection Laws
POP	means a 'point of presence', i.e. an access point to the Internet
Purchase Order	means the document in which Customer has itemised which Services and/or Equipment it intends to purchase or lease from LeaseWeb
Qualified Staff	persons appointed by Customer, who will have access to the Housing Space, which persons are to be identified on a white list, to be provided by Customer to LeaseWeb
Quote	means any offer, quote, proposal and/or tender-bid made by LeaseWeb
Quote Sheet	means the document, in standard LeaseWeb lay out, in which LeaseWeb specifies a Quote. A Quote Sheet shall be deemed an Order Form upon (written) acceptance of such Quote Sheet by Customer
Receiving Party	means the Party that receives – or is granted access to – Confidential Information by the Disclosing Party, as referred to

	in Clause 29
Recipient	means the employees, advisors and shareholders to whom a Party discloses Confidential Information, as referred to in Clauses 29.2.1 and 29.2.2
RFI Date	means the ready for installation date, i.e. the date as of which Customer is entitled to install the Colocated Equipment at the LeaseWeb Datacenter, as specified in the Order Form
RFS Date	means the ready for service date, i.e. the date as of which LeaseWeb enables Customer to use the Services for the first time, as specified in the Order Form
Service Charges	means the charges, fees, costs and expenses payable under the Agreement by Customer to LeaseWeb for the provision of Services and the same arising out of Customer's use of the Services, including recurring and non-recurring charges, set out in the Services Specification and the Order
Service Credits	means a (pro-rated) credit of the monthly recurring Service Charges, as further specified in the Services Specification
Service Disruption	an interruption, suspension or degradation in the provision of one or more Services by LeaseWeb to Customer that has an adverse effect on Customer's use of the Services; provided that such interruption, suspension or degradation (i) is not the result of Force Majeure or an act or omission on the part of Customer; and/or (ii) due to Maintenance or Tests in accordance with Clause 17
Service Level Schedule	means the document in which LeaseWeb has specified the available Service Levels, which document may be amended from time to time
Service Levels	means the performance parameters with respect to the Services
Services	means the services to be provided by LeaseWeb to Customer, as agreed and specified in an Order Form
Services Specification	means the document in which LeaseWeb has set out and specified the services offered by LeaseWeb, as well as the manner in which the services should be used, which document may be amended from time to time
Software	means programs, operating systems, procedures and documentation used by a computer system
Spam	means unsolicited broadcast e-mail or unsolicited commercial email that is sent to addresses that do not affirmatively and verifiably request such e-mail (or the contents of such e-mail) from that specific sender, including but not limited to advertising, surveys, information pieces, third party spamming, website addresses, sales, and auctions
SSC	means LeaseWeb's Self Service Center
Subsidiary	used in relation to a Party, shall mean a legal entity that the Party is able to Control
Term	means the period for which the Agreement and/or an Order has been entered into, starting on the Effective Date
Test	means a trial or test performed on the Network in order to verify and ensure the proper performance thereof
VAT	means value added tax

- 1.2 In the event that the Parties have not signed and executed an Internet Services Master Agreement, the General Conditions shall be construed and interpreted in such a manner

that any reference to the Internet Services Master Agreement shall be disregarded and will have no import or effect.

- 1.3 In these General Conditions, unless the context indicates otherwise or the contrary is expressly stated:
 - 1.3.1 references to the singular include references to the plural and *vice versa*;
 - 1.3.2 a reference to a person includes a reference to any individual, body corporate (wherever or however incorporated or established), association, partnership, government, state agency, public authority, joint venture, works council or other employee representative body in any jurisdiction and whether or not having a separate legal personality;
 - 1.3.3 a reference to a person includes a reference to that person's legal personal representatives, successors, permitted assigns and permitted nominees in any jurisdiction and whether or not having separate legal personality;
 - 1.3.4 a statutory provision includes a reference to (i) the statutory provision as modified or re-enacted (or both) before the date of this Agreement; and (ii) any subordinate legislation made under the statutory provision (before the date of this Agreement);
 - 1.3.5 references to times of day are to CE(S)T;
 - 1.3.6 a reference to "includes" or "including" means "including but without limitation to the generality of the foregoing"; and
 - 1.3.7 any reference to "or" (but not "and") means "and/or".

2 DOCUMENT STRUCTURE / ORDER OF PRECEDENCE

- 2.1 In general, the Agreement will consist of the following documents, whereby in the event of any inconsistency or conflict between or among provisions of the following documents, the contents of the document first listed shall have precedence and shall prevail over the documents listed later, in descending order:
 - 2.1.1 The Internet Services Master Agreement;
 - 2.1.2 The Change Order Form (only in relation to the relevant Order Form);
 - 2.1.3 The Order Form;
 - 2.1.4 The Services Specification;
 - 2.1.5 The Service Level Schedule;
 - 2.1.6 The General Conditions; and
 - 2.1.7 The LeaseWeb Policies.
- 2.2 In the event the Parties have not entered into an Internet Services Master Agreement, an Order will consist of the following documents, whereby in the event of any inconsistency or conflict between or among provisions of the following documents, the contents of the document first listed shall have precedence and shall prevail over the documents listed later, in descending order:
 - 2.2.1 The Change Order Form (only in relation to the relevant Order Form);
 - 2.2.2 The Order Form;
 - 2.2.3 The Services Specification;
 - 2.2.4 The Service Level Schedule;
 - 2.2.5 The General Conditions; and
 - 2.2.6 The LeaseWeb Policies.

3 APPLICABILITY GENERAL CONDITIONS

- 3.1 These General Conditions shall apply to all Quotes, Orders, the Services, the Services Specification, the Service Level Schedule, the LeaseWeb Policies, the Internet Services Master Agreement, any other agreements and/or legal relationships between LeaseWeb and Customer resulting there from or in connection therewith.

- 3.2 These General Conditions shall be applicable, unless expressly stipulated otherwise in the Agreement or another agreement and agreed upon in writing by LeaseWeb.
- 3.3 If there is a conflict or any inconsistency between any of the provisions of these General Conditions and one or more of the other provisions in the Agreement, such conflict or inconsistency will be resolved in accordance with Clause 2.
- 3.4 General conditions used or applied by Customer shall not be applicable to Quotes, Orders, the Agreement, the Services, any other agreements and/or legal relationships between LeaseWeb and Customer, unless expressly stipulated otherwise in an agreement and agreed upon in writing by LeaseWeb.
- 3.5 If LeaseWeb has accepted the applicability of Customer's general conditions, as referred to in Clause 3.4, and there is a conflict or inconsistency between any of the provisions of these General Conditions and one or more of the provisions of Customer's general conditions, the provisions of these General Conditions shall prevail.

4 LEASEWEB POLICIES

- 4.1 The LeaseWeb Policies consist of:
 - 4.1.1 the Acceptable Use Policy;
 - 4.1.2 the Security Policy
 - 4.1.3 the Facility Operations Policy; and
 - 4.1.4 the Equipment Policy.
- 4.2 In addition to these General Conditions, the LeaseWeb Policies shall apply to the Agreement, and the provision of Services by LeaseWeb to Customer.
- 4.3 LeaseWeb reserves the right to unilaterally update or change or amend the LeaseWeb Policies. In case of such update or change or amendment, LeaseWeb shall notify Customer thereof and post the latest version of the LeaseWeb Policies on its website (<http://www.leaseweb.com/en/legal>).
- 4.4 Customer represents and warrants that it shall at all times comply with the version of the LeaseWeb Policies that is in force from time to time.

5 SCOPE OF SERVICES

- 5.1 The scope and nature of the Services offered by LeaseWeb are set out in the Services Specification. The scope and nature of the available Service Levels are set out in the Service Level Schedule.
- 5.2 The Services, as well as the Service Levels, purchased or leased by Customer from LeaseWeb are itemised in the Order Form. The Order Form shall also specify any Equipment leased by Customer from LeaseWeb and any Equipment purchased by Customer from LeaseWeb.
- 5.3 In the event that Customer requests LeaseWeb to provide a Service which is not itemised in the Order Form, and LeaseWeb has agreed in writing to provide such extra Service, LeaseWeb shall charge Customer an additional Service Charge for the provision of such extra Service.

6 QUOTES

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

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

7 ORDER PROCEDURE

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

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

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

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

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

7.6 In the event that Customer makes any alterations to the Order Form that was sent to Customer by LeaseWeb, other than completing the required fields in the signature area and signing the Order Form for acceptance, such alterations shall: (i) be considered a rejection of the Order Form; and (ii) constitute a new Purchase Order, which may be accepted or rejected by LeaseWeb at LeaseWeb's sole discretion.

8 CHANGE ORDER PROCEDURE

8.1 During the Term of an Order, Customer may submit a Change Request. Customer should submit its Change Request in writing, by facsimile or by email to LeaseWeb for the attention of the Sales Department.

8.2 Every Change Request is subject to acceptance and approval by LeaseWeb, which may be granted or withheld at LeaseWeb's sole discretion.

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

- 8.4 LeaseWeb shall be entitled to set conditions to its acceptance and approval of the Change Request, e.g. adjustment of the Service Charges, payment by Customer of a charge for administrative activities and/or payment by Customer of any other non-recurring charges in relation to effecting the change. Such conditions, adjustment and charges will be specified in the Change Order Form.
- 8.5 In the event that Customer objects to any of the conditions set out in the Change Order Form, as referred to in Section 8.4 above, LeaseWeb will be deemed to have withheld its acceptance and approval of the Change Request.
- 8.6 In the event that Customer makes any alterations to the Change Order Form that was sent to Customer by LeaseWeb, other than completing the required fields in the signature area and signing the Change Order Form for acceptance, such alterations shall: (i) be considered a rejection of the Change Order Form; and (ii) constitute a new Change Request by Customer, which may be accepted or rejected by LeaseWeb at LeaseWeb's sole discretion.

9 (INITIAL) DELIVERY OF EQUIPMENT AND SERVICES

- 9.1 LeaseWeb shall use commercially reasonable efforts to ensure that:
- 9.1.1 the Services will be ready for Customer's use on the RFS Date; and
- 9.1.2 any Equipment sold by LeaseWeb to Customer will be delivered on the RFI Date and at the LeaseWeb Datacenter specified in the Order Form.
- In view of the foregoing, Customer acknowledges that both the RFS Date and the RFI Date are target dates.
- 9.2 With effect from delivery to Customer of the Equipment sold by LeaseWeb to Customer, such Equipment shall be for the risk and benefit of Customer. However, title of ownership to the Equipment will only pass to Customer on the receipt by LeaseWeb of payment - in full - of the purchase price for such Equipment, as specified in the Order Form. For the avoidance of doubt: In the event that Customer leases Dedicated Equipment, such lease will be an operational lease and payment of Service Charges shall not constitute any transfer of ownership of such Dedicated Equipment to Customer.
- 9.3 LeaseWeb may – at its sole discretion – unilaterally delay the RFS Date, by giving written notice to Customer, taking into account a notice period of at least five (5) days, provided that Customer shall be entitled to a credit equal to ten percent (10%) of the non-recurring charges, referred to in Clause 13.5.2, with respect to the affected Service if LeaseWeb unilaterally delays the RFS Date by more than thirty (30) days after the initial RFS Date. LeaseWeb's notice of delay shall state a new RFS Date.
- 9.4 In case Customer has a complaint with respect to:
- 9.4.1 the Service, Customer shall provide written notice to LeaseWeb, including in reasonable detail the grounds for its complaint, within two (2) days from the RFS date in the absence whereof Services shall be deemed to be approved of by Customer;
- 9.4.2 any Equipment sold by LeaseWeb to Customer, Customer shall provide written notice to LeaseWeb, including in reasonable detail the grounds for its complaint, within five (5) days from the delivery date in the absence whereof such Equipment shall be deemed to be accepted and approved of by Customer.
- 9.5 In the event that Customer has provided its written complaint in accordance with Clause 9.4, and such complaint is found to be justified, LeaseWeb shall take such action as necessary, and as expeditiously as reasonably practicable, to correct or cure such defect or failure. LeaseWeb will subsequently notify Customer hereof once the Service or

Equipment is functioning properly and the complaint periods specified in Clause 9.4 shall (re)commence on the date of such notice.

10 USE OF SERVICES AND EQUIPMENT / OWNERSHIP OF CONTENT

- 10.1 Each Party shall comply with all relevant Laws in providing or using (as appropriate) the Services and/or the Equipment.
- 10.2 Customer shall use the Services and any Equipment in accordance with the Services Specification and the LeaseWeb Policies.
- 10.3 Without limiting the generality of Clause 10.1 and Clause 10.2, Customer shall not permit any third party (including Customer's clients) to use the Services for any improper or unlawful purpose.
- 10.4 Customer will cooperate in any reasonable investigation of Customer's alleged improper or unlawful use of the Services, the Network or other networks accessed through LeaseWeb.
- 10.5 Customer acknowledges that LeaseWeb exercises no control over - and that LeaseWeb accepts no responsibility for - the content of information and communications, in whatever form, transmitted by Customer over the Network. Furthermore, Customer agrees that LeaseWeb shall have no proprietary interest in Customer's content, except for the limited right to use such content for the purposes expressly set forth in the Agreement.
- 10.6 Customer acknowledges that, by offering or providing the (hosting) Services, LeaseWeb does not publish or otherwise provide Customer's content to any end users. Customer agrees that Customer shall, at all times, be solely responsible for all text, graphics, sound, video, data and any aspect of Customer's website content.
- 10.7 Customer's use of any information obtained via the Network is at Customer's own risk. LeaseWeb specifically denies any responsibility for the accuracy or quality of information obtained through its Services.

11 PERSONAL DATA / DATA PROTECTION

- 11.1 Customer acknowledges that LeaseWeb may, by virtue of providing the Services, come into possession of Personal Data. The Parties intend that the Customer shall be the Data Controller and that LeaseWeb shall be a Data Processor in relation to such Personal Data.
- 11.2 Customer acknowledges and agrees that LeaseWeb shall, for the performance of LeaseWeb's obligations under the Agreement and the exercise of LeaseWeb's rights under the Agreement, be entitled to process Personal Data, provided that LeaseWeb complies with the applicable data protection Laws.

12 CREDIT APPROVAL AND FINANCIAL SECURITY

- 12.1 The provision of Services by LeaseWeb to Customer is subject to approval by LeaseWeb of Customer's credit. In view hereof, Customer shall prior to the RFI Date or the RFS Date (whichever is earlier) provide credit information to LeaseWeb for approval by LeaseWeb.
- 12.2 LeaseWeb may, at any time, by notice in writing impose a credit limit on Customer to an amount to be determined by LeaseWeb. Any Services required by Customer in excess of

any such credit limit will require Customer to deposit an amount equal to or greater than the amount by which Customer will exceed the credit limit.

- 12.3 In addition to Clause 12.2, LeaseWeb may require Customer to provide a deposit or a bank guarantee or a parent guarantee, equivalent to up to three (3) months' Service Charges (actual or projected) or other security satisfactory to LeaseWeb.
- 12.4 Any deposit or bank guarantee or parent guarantee shall be held by LeaseWeb as security for the payment of Service Charges and any other amounts due under the Agreement.
- 12.5 Upon termination or expiration of the Agreement, LeaseWeb may apply such deposit or bank guarantee or parent guarantee to any amounts owed by Customer to LeaseWeb. Any remaining credit balance of a deposit shall be refunded to Customer.
- 12.6 Any deposit paid by Customer pursuant to this Clause will not carry any interest and will be held by LeaseWeb in accordance with the applicable Law governing such deposit.

13 TERMS OF PAYMENT FOR EQUIPMENT AND SERVICES

- 13.1 For Equipment purchased by Customer from LeaseWeb, Customer shall pay to LeaseWeb the purchase price specified in the Order Form. For the use of the Services, Customer shall pay to LeaseWeb the Service Charges. Unless specified otherwise, all Service Charges are in Euros and exclusive of VAT.
- 13.2 In order to account for increases of the cost price of its Services, LeaseWeb is entitled to increase any of the Service Charges one (1) time per calendar year, with:
 - a) five percent (5%); or – if higher –
 - b) the HICP for the previous year.The increase will apply with effect from the first (1st) of January, unless stipulated otherwise by LeaseWeb in its notification to Customer. In the event that the increase of the Service Charges takes effect within twelve (12) months of the Effective Date, the increase will be pro-rated on the basis of the number of months that have passed since the Effective Date.
- 13.3 In addition to Clause 13.2, LeaseWeb shall be entitled to pass on changes in any (license) fees or prices or charges for (software)products: (i) used by LeaseWeb in the provision of Service to Customer; (ii) or licensed or resold by LeaseWeb to Customer.
- 13.4 In the event that the Term of an Order is longer than three (3) years, LeaseWeb shall - without prejudice to Clause 13.2 and Clause 13.3 - be entitled to demand an upward adjustment of any of the Service Charges, in order to match market-level prices, provided that:
 - 13.4.1 Any upward adjustment may occur for the first time with effect from the third anniversary of the Effective Date and subsequently upon each lapse of a three (3) year period from the last adjustment to the market;
 - 13.4.2 Market-level prices shall – at LeaseWeb's discretion – be determined on the basis of:
 - (a) information provided by a company specialised in benchmarking prices for internet or hosting services; and/or
 - (b) price quotations from two or more of LeaseWeb's competitors, which offer services comparable to and competitive with the Services, in the country where the Equipment has been installed in a LeaseWeb Datacenter;
 - 13.4.3 LeaseWeb shall notify Customer thereof in accordance with Clause 24, taking account a notice period equal to three (3) months prior to the date on which the upward adjusted Service Charge(s) must take effect;

- 13.4.4 Customer shall be entitled to contest the upward adjustment of the Service Charge(s) in writing, within thirty (30) days of receipt of notice. Customer shall in such case substantiate its objections with: (a) information provided by a company, specialised in benchmarking prices for internet or hosting services; and (b) a price quotation from at least two (2) of LeaseWeb's main competitors, with a market share and service level comparable to that of LeaseWeb, in the country where the Equipment has been installed in a LeaseWeb Datacenter;
- 13.4.5 If Customer has timely contested LeaseWeb's upward adjustment of the Service Charge(s) and Parties have not reached agreement on the upward adjustment of (a) Service Charge(s) within thirty (30) days of receipt of notice by Customer, an independent company specialised in benchmarking prices for internet or hosting services shall be requested by the Parties to provide binding advice with respect to the average market-level prices for the Services. To this effect, the Parties shall jointly instruct such independent company within forty-five (45) days of receipt of notice by Customer. If the Parties fail to agree on which company should be appointed within forty-five (45) days of receipt of notice by Customer, LeaseWeb shall be entitled to request the president of the Chamber of Commerce in Amsterdam, The Netherlands, to appoint such independent benchmarking company. The expenses of the independent benchmarking company, as well as the expenses of a possible procedure with the Chamber of Commerce, will be born equally by both Parties. Should the independent benchmarking company determine that the upward adjustment of the Service Charge(s) is in accordance with market-level prices, LeaseWeb will be entitled to implement the upward adjusted Service Charge(s) with retroactive effect.

For the avoidance of doubt: nothing in this Clause 13.3 will lead to a downwards adjustment of the Service Charges.

- 13.5 Unless specified otherwise in the Order Form, LeaseWeb will invoice:
- 13.5.1 the purchase price of any Equipment sold by LeaseWeb to Customer, upon the Effective Date of the Order;
- 13.5.2 setup charges, Service activation charges and any other non-recurring initial charges, upon the RFI Date, upon the RFS Date or upon the Effective Date, whichever is earlier; and
- 13.5.3 all recurring Service Charges, e.g. with respect to the usage of Bandwidth and/or Data Traffic, as of the RFI Date or the RFS Date or the Effective Date (whichever is earlier), and monthly in advance thereafter, with the exception of use of Services above the agreed levels of Service and/or additional services which will be invoiced monthly in arrears.
- 13.6 In deviation of Clause 13.5.1, LeaseWeb may require Customer to make a pre-payment to LeaseWeb in relation to any Equipment purchased by Customer from LeaseWeb.
- 13.7 LeaseWeb will send invoices to Customer by e-mail, in a portable document format (PDF), in accordance with the relevant rules and regulations regarding electronic invoicing. At Customer's request, LeaseWeb will – as an extra Service – provide Customer with a print out of the invoice, via regular mail. For such extra Service, Customer shall pay a Service Charge to LeaseWeb, in relation to the additional (administrative) activities performed by LeaseWeb and the costs of the mail service.
- 13.8 Unless specified otherwise in the Order Form, all invoices sent by LeaseWeb to Customer are payable by Customer to LeaseWeb within fourteen (14) days of the date of the invoice by Customer.

- 13.9 The method of payment is specified in the Order Form. In case of Direct Debit or Credit Card, Customer authorizes LeaseWeb to charge Customer's bank account or Credit Card for the Service Charges.
- 13.10 In case Customer has a complaint with respect to an invoice, Customer shall communicate such complaint in writing to LeaseWeb within the payment term, in the absence whereof invoices are deemed to be approved of by Customer. A complaint with respect to an invoice shall only be taken into consideration in the event that the complaint specifies the relevant invoice(s) and provides proper motivation for the complaint.
- 13.11 Customer shall not be entitled to any set-off or deduction of payment of an invoice. Customer's right to suspend payment of (part of) an invoice is limited to the amount of the invoice that is contested in good faith by Customer, in accordance with Clause 13.10. In the event Customer's complaint is found to be unjustified, Customer will immediately pay the outstanding amount, plus interest in accordance with Clause 13.12.
- 13.12 If Customer does not pay an invoice within the payment term, in the event that such invoice has not been disputed in accordance with Clause 13.10, Customer shall be in default by operation of law and LeaseWeb will, without a warning or notice of default being required, be entitled to charge Customer interest on such sum on a daily basis from the due date until the date of payment on the basis of the statutory commercial interest rate plus two percent (2%), without prejudice to LeaseWeb's other rights and remedies.
- 13.13 In addition to Clause 13.12, in the event that LeaseWeb and Customer have agreed to payment by Customer to LeaseWeb by means of Direct Debit, LeaseWeb will be entitled to charge an administrative fee of five hundred Euros (€ 500.--) to Customer, if:
- 13.13.1 Customer has cancelled the Direct Debit authorisation; or
- 13.13.2 payment to LeaseWeb has been reversed or denied more than once.

14 TAXES

- 14.1 Customer shall be responsible for and shall pay all sales, use, excise, or similar consumption taxes (including VAT, when applicable) arising out of its purchase or lease of Services and/or Equipment from LeaseWeb; provided, however, that LeaseWeb shall be solely responsible for its own income-, net worth-, and property taxes.
- 14.2 Notwithstanding the foregoing, LeaseWeb shall not invoice Customer for any taxes for which Customer has provided a valid exemption certificate in a form reasonably acceptable to LeaseWeb.
- 14.3 The Parties are of the view that the use or provision (as appropriate) of the Colocation Service will not create a relationship of lessor/landlord and tenant between the Parties. Should the Colocation Service or an Order nonetheless qualify as a lease in the view or opinion of the relevant authorities (e.g. the tax administration authority or competent court of law), whereby LeaseWeb is deemed lessor/landlord and Customer is deemed tenant, the Parties agree that:
- 14.3.1 VAT will be due on the Service Charges;
- 14.3.2 VAT will be added to the invoices at the date of issue of the concerning invoices and will be payable together with the amounts as specified therein;
- 14.3.3 the Parties shall ensure that all their activities under the Agreement will correspond with the requirements of the relevant provisions of the applicable Law on turnover tax, with respect to the release of the exemption from turnover tax for the letting of immovable properties;
- 14.3.4 the Parties will, in as far as necessary, jointly apply for a permission to charge VAT on the Service Charges; and

- 14.3.5 if the permission to charge VAT is refused or may become invalid due solely to the fact that Customer does not comply with the requirements the relevant provision of the applicable Law on turnover tax, Customer will be obliged to pay an additional amount to LeaseWeb that equals the VAT initially added to the amount(s) due and all costs that may occur as a result of refusal/invalidation of this permission.

15 SUSPENSION OF SERVICES

- 15.1 LeaseWeb shall be entitled to immediately suspend the provision of any of the Services and/or to suspend Customer's right to access to the Equipment, on giving written notice to Customer, in the event that:
- 15.1.1 LeaseWeb receives an order or ruling or decision to that effect from a court, any law enforcement authority or any (other) governmental authority;
 - 15.1.2 Customer is in Breach of the Anti-Spam Policy, or is involved in activities such as IP high jacking, and Customer fails to respond to LeaseWeb within thirty (30) minutes after having received written notice with respect to the Breach and/or Customer fails to remedy such Breach within two (2) hours after having received written notice thereon;
 - 15.1.3 Customer is in Breach of the Acceptable Use Policy and Customer fails to respond to LeaseWeb within thirty (30) minutes after having received written notice with respect to the Breach and/or Customer fails to remedy such Breach within eight (8) hours after having received written notice thereon;
 - 15.1.4 Customer is in Breach of any of the other LeaseWeb Policies and Customer fails to respond to LeaseWeb within thirty (30) minutes after having received written notice with respect to the Breach and/or Customer fails to remedy such Breach within twenty four (24) hours after having received written notice thereon;
 - 15.1.5 Customer's consumption of electricity exceeds the Electrical Capacity Limit (specified in the Order) and Customer fails to reduce its electricity consumption to a level on or below the Electrical Capacity Limit within three (3) days after having received notice thereon;
 - 15.1.6 Customer's consumption of Data Traffic or Bandwidth exceeds the Committed Data Traffic or the Committed Bandwidth (specified in the Order), as the case may be, and Customer fails to reduce such consumption to a level on or below the Committed Data Traffic or the Committed Bandwidth, as the case may be, within three (3) days after having received notice thereon;
 - 15.1.7 Customer has failed to maintain the licenses, permits, and authorizations required to use the Services and/or the Equipment and fails to remedy such failure within seven (7) days after having received written notice thereon;
 - 15.1.8 Customer does not cooperate with any investigation, referred to in Clause 10.2, and fails to remedy such Breach within seven (7) days after having received written notice thereon;
 - 15.1.9 Customer does not pay an invoice within the payment term and fails to pay such invoice, plus the interest referred to in Clause 13.12, within a period of seven (7) days after having received notice thereon; or
 - 15.1.10 Customer is in Breach of any of the other provisions of the Agreement and Customer fails to remedy such Breach within a reasonable period after having received written notice thereon, whereby – as a general rule – a period of fourteen (14) days shall be considered a reasonable period.
- 15.2 LeaseWeb shall be entitled to continue the suspension until:
- 15.2.1 Customer has remedied the Breach and has paid the deactivation charge specified in Clause 15.4; or
 - 15.2.2 the Agreement has been terminated in accordance with Clause 23.
- 15.3 Any exercise of such right of suspension shall not prejudice LeaseWeb's right to subsequently terminate the Agreement or any other legal remedy available to LeaseWeb.

- 15.4 Following suspension of the provision of the Services and/or access to the Equipment, in accordance with Clause 15.1, LeaseWeb may claim - and Customer shall pay upon demand - a deactivation charge in the amount of one hundred twenty five Euros (€ 125.--), in relation to the (administrative) activities performed in order to suspend and – if applicable – to recommence the provision of the Services and/or Customer's (right to) access to the Equipment.
- 15.5 During the period of suspension of the provision of the Services and/or access to the Equipment in accordance with this Clause 15, the Service Levels shall not be applicable.
- 15.6 Customer acknowledges and agrees that any suspension in the provision of the Services and/or Customer's (right to) access to the Equipment, in accordance with Clause 15.1, shall not constitute a Service Disruption and/or a Network Degradation.

16 SERVICE DISRUPTION

- 16.1 Immediately on becoming aware of a Service Disruption, Customer shall notify LeaseWeb by e-mail and by telephone of the Service Disruption and shall provide LeaseWeb with the appropriate information regarding:
- 16.1.1 the nature of the Service Disruption;
 - 16.1.2 the affected Services;
 - 16.1.3 the name of Customer's company;
 - 16.1.4 the name, number and e-mail of Customer's emergency contact;
 - 16.1.5 the physical address for the Equipment, i.e. location of Housing Space and relevant LeaseWeb Datacenter; and - if applicable -
 - 16.1.6 instructions to LeaseWeb's support staff.
- 16.2 Following notification by Customer in accordance with Clause 16.1, LeaseWeb shall:
- 16.2.1 notify Customer of the estimated timescale for restoration of the affected Services, on LeaseWeb's website and via e-mail;
 - 16.2.2 use its best endeavours to end the Service Disruption and to restore the affected Services; and – as necessary -
 - 16.2.3 provide Customer with information updates on its progress to end the Service Disruption.
- 16.3 In stead of restoring a Service, LeaseWeb may elect to substitute such affected Service by a reasonably equivalent Service.
- 16.4 If LeaseWeb fails to remedy the Service Disruption, and is unable to provide Customer with a substitute Service in accordance with Clause 16.3, within the time frame specified in the Services Specification, Customer shall be entitled to compensation in the form of a Service Credit as specified in the Services Specification, provided that such failure to remedy the Service Disruption is not the result of an event of Force Majeure or any act or omission on the part of Customer.

17 MAINTENANCE AND TESTING

- 17.1 LeaseWeb reserves the right to suspend the Services and may suspend Customer's right to access to the Equipment in order to perform Maintenance.
- 17.2 Customer acknowledges that LeaseWeb will from time to time have to perform Maintenance in order to ensure a proper performance of the Network, LeaseWeb Datacenter and the Services and that such Maintenance may affect the provision of the Services to Customer.

- 17.3 If LeaseWeb expects scheduled Maintenance, referred to in Clause 17.2, to affect the provision of the Services and/or access to the Equipment, LeaseWeb shall:
- 17.3.1 - to the extent reasonably possible - provide at least three (3) days prior notice to Customer of the intended Maintenance;
 - 17.3.2 - to the extent reasonably practicable - schedule such Maintenance and any related suspension of the Services and/or access to the Equipment within the Maintenance Window, so as to minimize any adverse effect of the Maintenance on Customer's use of the Services and/or access to the Equipment; and
 - 17.3.3 endeavour to keep the duration of any interruption or suspension or degradation in the provision of the Services and/or Customer's access to the Equipment as short as possible.
- 17.4 If LeaseWeb does not expect scheduled Maintenance, referred to in Clause 17.2, to affect the provision of the Services and/or access to the Equipment, LeaseWeb shall be entitled to perform such Maintenance at any time, without taking into account a notice period.
- 17.5 Customer acknowledges that LeaseWeb may from time to time have to perform non-scheduled Maintenance, in order to resolve or prevent an Emergency. LeaseWeb shall be entitled to perform such Emergency Maintenance at any time, without taking into account a notice period.
- 17.6 Without prejudice to Clause 17.5, LeaseWeb shall - in the event of Emergency Maintenance - notify Customer of such Emergency and the need to perform Emergency Maintenance without undue delay.
- 17.7 Customer agrees that any interruption or suspension or degradation in the provision of the Services and/or access to the Equipment due to Maintenance shall not constitute a Service Disruption and/or a Network Degradation, provided that LeaseWeb has complied with Clause 17.3 and/or Clause 17.6.
- 17.8 Customer acknowledges that LeaseWeb will from time to time perform Tests and that Tests may be performed at any time, without taking into account a notice period. Customer agrees that any interruption or suspension or degradation in the provision of the Services, which may reasonably be expected in relation to (a) Test(s), shall not constitute a Service Disruption.

18 HOUSING SPACE / RELOCATION

- 18.1 Customer acknowledges that LeaseWeb's ability to grant Customer a license to use the Housing Space, as well as LeaseWeb's ability to provide (other) Services, are subject to the provisions of – and continuance of – (a) Facility Agreement(s).
- 18.2 LeaseWeb reserves the right to relocate the Housing Space, as well as the right to suspend the Services in connection with such relocation.
- 18.3 Customer agrees that any interruption or suspension or degradation in the provision of the Services due to relocation of the Housing Space, as referred to in this Clause 18, shall not constitute a Service Disruption, provided that LeaseWeb has given prior written notice to Customer of the intended relocation, taking into account a notice period of at least thirty (30) days.

- 18.4 In the event that LeaseWeb elects to relocate the Housing Space, Customer shall be required to relocate the Colocated Equipment to the new/alternative Housing Space designated by LeaseWeb.
- 18.5 In case the relocation of the Colocated Equipment is performed by Customer, as referred to in Clause 18.4, LeaseWeb shall provide compensation to Customer for any reasonable costs, to be determined by LeaseWeb, incurred by Customer as a result of the relocation, excluding the costs of any new interconnections that Customer may require or the procurement, delivery, and/or installation of any duplicate Colocated Equipment required to accomplish the relocation.
- 18.6 Without prejudice to Clause 18.4, LeaseWeb may – at its sole discretion – decide to relocate the Colocated Equipment for and on behalf of Customer, provided that LeaseWeb shall in such case:
- 18.6.1 notify Customer thereof simultaneously with its notification of the intended relocation of the Housing Space; and
- 18.6.2 to the extent practicable, coordinate the relocation of the Colocated Equipment with Customer.

19 WARRANTIES

- 19.1 Each Party warrants, represents and undertakes that it:
- 19.1.1 has obtained and that it will - at least for the duration of the Agreement - maintain all of the necessary licenses, permits, and authorizations to use or provide (as appropriate) the Services and the Equipment;
- 19.1.2 shall comply with all relevant Laws in providing or using (as appropriate) the Services;
- 19.1.3 shall use or provide (as appropriate) the Services with all due skill, care and diligence, at least in accordance with good industry practice.
- 19.2 Without limiting the generality of Clause 19.1.1, Customer warrants, represents and undertakes that it shall pay all due local access- or telecommunications charges applicable to transmitting data beyond the Network and/or through other public and private networks, as necessary and related to Customer's use of the Services.
- 19.3 Without limiting the generality of Clause 19.1.2 or Clause 19.1.3, Customer warrants, represents and undertakes that it owns or has the right to use and offer (i) the content on its website; and (ii) the content transmitted by Customer over the Network.
- 19.4 With respect to Software licensed or resold or otherwise given into use by LeaseWeb to Customer, Customer warrants, represents and undertakes that it shall comply with the provisions of any end user license agreement related to such Software.
- 19.5 With respect to the Equipment sold by LeaseWeb to Customer, LeaseWeb will provide a hardware warranty to Customer that is equivalent or equal to the warranty granted to LeaseWeb by the manufacturer / supplier of such Equipment. To the extent possible,:
- 19.5.1 LeaseWeb will transfer to Customer and Customer will accept the warranty that LeaseWeb has received from the manufacturer / supplier of the Equipment; or
- 19.5.2 LeaseWeb will arrange that the manufacturer / supplier of the Equipment grants such warranty directly to Customer.
- In the events referred to in Clauses 19.5.1 and 19.5.2, Customer will not have any recourse against LeaseWeb with respect to such Equipment sold by LeaseWeb to Customer, but instead may seek recourse directly from the manufacturer / supplier of such Equipment.

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

19.6.1 LeaseWeb will transfer to Customer and Customer will accept the warranty that LeaseWeb has received from the manufacturer / supplier of the Software; or

19.6.2 LeaseWeb will arrange that the manufacturer / supplier of the Software grants such warranty directly to Customer.

In the events referred to in Clauses 19.6.1 and 19.6.2, Customer will not have any recourse against LeaseWeb with respect to such Software, but instead may seek recourse directly from the manufacturer / supplier of such Software.

19.7 Without limiting Clause 19.6, the SSC (including the use thereof, and the related services) is provided 'as is'; and otherwise LeaseWeb hereby disclaims any and all warranties of any kind, whether express or implied, relating to the SSC, the Software used therein or as part thereof, and any data accessed there from, including any implied warranties of title, satisfactory quality, fitness for a particular purpose and non-infringement.

19.8 Notwithstanding Clause 19.6 and Clause 19.7, LeaseWeb does not warrant that the SSC, the Software used therein or as part thereof, or the related services, or the Customer's use thereof, are or will be error free or will operate without interruption.

19.9 The warranties expressly set forth in the Agreement constitute the only warranties of LeaseWeb regarding the Services and the Equipment and such warranties are in lieu of all other warranties, express, implied, written, oral or statutory, by operation of law or in fact, including but not limited to warranties of merchantability, non-infringement or fitness for a particular purpose.

20 INDEMNIFICATION

20.1 Without limiting any other legal remedy available to LeaseWeb, if there is any Breach by Customer of a warranty or any other provision of the Agreement, Customer shall:

20.1.1 indemnify and hold harmless LeaseWeb against all actions, losses, costs, damages, awards, expenses, fines, fees (including legal fees - including attorney and collection agency fees - incurred and/or awarded against LeaseWeb), proceedings, claims or demands in any way connected with the Agreement, including claims brought or threatened against LeaseWeb by a third party related to content or arising out of the use by Customer of the Services, or any wilful or negligent act or omission of Customer;

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

20.1.3 at the request of LeaseWeb, take those steps that are reasonably required to put LeaseWeb in the financial position it would have been in if that Breach did not occur.

21 LIMITATION OF LIABILITY

21.1 Neither Party shall be liable to the other Party in respect of any Breach for loss of profits, contracts or goodwill or any type of special, indirect, consequential or economic loss (including loss or damage as a result of an action brought by a third party) and such liability is excluded whether it is foreseeable, known, foreseen or otherwise.

- 21.2 In addition to Clause 21.1, LeaseWeb shall not be liable for:
- 21.2.1 any harm or personal injury to Customer or Customer's employees, clients, representatives or agents, except when such harm or personal injury is the direct result of gross negligence or wilful misconduct on the part of LeaseWeb;
 - 21.2.2 any transaction, which Customer may enter into with a third party using the Services;
 - 21.2.3 the contents of any information and/or communications transmitted via the Equipment and/or Services or for any information or content on the Internet;
 - 21.2.4 the contents of any information and communication, in whatever form, transmitted by Customer over the Network;
 - 21.2.5 the accuracy or quality of information obtained through the Services;
 - 21.2.6 damage to or loss of any of Customer's data (bases) or loss of technology, except when such damage or loss is the direct result of gross negligence or wilful misconduct on the part of LeaseWeb;
 - 21.2.7 damage to or loss or destruction of Colocated Equipment, except when such damage or loss is the direct result of gross negligence or wilful misconduct on the part of LeaseWeb;
 - 21.2.8 damage that is the direct or indirect result of the actions of Customer contrary to (one of) its obligations under the Agreement;
 - 21.2.9 damage that is the direct or indirect result of an inaccuracy of the information provided by or on behalf of Customer;
 - 21.2.10 damage that is the direct or indirect result of the suspension of Services by LeaseWeb, as referred to in Clause 15 and Clause 17;
 - 21.2.11 damage that is the direct or indirect result of the SSC being (temporarily) offline or otherwise unavailable;
 - 21.2.12 damage that is the direct or indirect result of the Customer's use of the SSC;
 - 21.2.13 damage in case LeaseWeb has not been notified of such damage in writing within eight (8) days after Customer has come to know of the damaging event, or should reasonably have known of it; or
 - 21.2.14 any damage in case and insofar as such damage is covered by any insurance effected by or for the benefit of Customer.
- 21.3 Notwithstanding any other provision of the Agreement, LeaseWeb shall not be liable to Customer, if changes in any of its facilities, procedures, or Service: (i) render obsolete Colocated Equipment in conjunction with its use of the Service; (ii) require modification, alteration or relocation of such Colocated Equipment; or (iii) otherwise affect the performance of such Colocated Equipment.
- 21.4 The legal remedies outlined in Clauses 9.3 and 24.5.2 constitute all legal remedies available to Customer in relation to a delay of the RFS Date by LeaseWeb. LeaseWeb shall have no other liability to Customer if the Service is not ready for Customer's use on or before the initial or delayed RFS Date; or - if the installation is to be performed by LeaseWeb - the installation is not completed by the initial or delayed RFS Date.
- 21.5 The legal remedies outlined in Clause 16.4 and Clause 24.5.2 constitute all legal remedies available to Customer in relation to a Service Disruption and any failure by LeaseWeb to meet the agreed Service Levels.
- 21.6 Should LeaseWeb be liable in spite of the provisions set out above in this Agreement or the Services Specification, this liability is limited to:
- 21.6.1 direct damage of Customer; and
 - 21.6.2 the amount that is in the relevant case paid out by the liability insurance of LeaseWeb and shall in no case exceed the amount of Service Charges paid by Customer to LeaseWeb with respect to the twelve (12) month period prior to the event or events giving rise to such liability.

For the purpose of Clause 21.6.1, "direct damage" shall be limited to: Damage caused by the execution of the Services and which is the consequence of a failure in the performance of the Agreement – to be proven by Customer – that is the direct result of an intentional act or gross negligence by LeaseWeb or by persons employed by or engaged by LeaseWeb.

- 21.7 All Customer's claims for compensation end in any case twelve (12) months after the damaging event has taken place, unless:
- 21.7.1 Customer and LeaseWeb have come to a written arrangement; or
- 21.7.2 Customer has commenced legal action in accordance with Clause 36.
- 21.8 Nothing in the Agreement shall exclude or limit the liability of Customer to:
- 21.8.1 pay the Service Charges; or
- 21.8.2 repair (or if repair is not practicable, replace) any tangible physical property intentionally or negligently damaged by Customer or its representatives or employees.
- 21.9 Nothing in this Agreement shall operate to exclude or limit a Party's liability resulting from (i) wilful misrepresentation or fraud; or (ii) wilful misconduct; or (iii) gross negligence.

22 INSURANCE

- 22.1 Customer shall obtain and - at least for the duration of the Agreement - maintain the following insurances with a reputable insurance company, which (at minimum) covers:
- 22.1.1 third party liability;
- 22.1.2 Customer's liability towards LeaseWeb; and
- 22.1.3 Customer's liability as an employer towards Customer's employees; in each case
- 22.1.4 up to an amount per event of – at least – three (3) times Customer's total annual Service Charges, with a minimum of one million Euros (€ 1,000,000.--).
- 22.2 Without prejudice to Clause 21.2.7, the Colocated Equipment shall at all times be at Customer's risk. Therefore, during the continuance of the Agreement, it shall be Customer's responsibility to insure at its own expense, and keep insured the Colocated Equipment, with a reputable insurance company against loss, theft, damage or destruction howsoever arising at an amount not less than the full replacement value of the Colocated Equipment. Under no circumstances shall LeaseWeb be obligated to provide insurance coverage for any of the Colocated Equipment or other Customer property installed within the POP and/or the LeaseWeb Datacenter.
- 22.3 Customer shall provide LeaseWeb with documentation evidencing Customer's compliance with the provisions set out above in this Clause 22, within ten (10) days of LeaseWeb's request to that effect. In general LeaseWeb considers a written statement by Customer's insurance company, confirming Customer's compliance, to be sufficient evidence.

23 TERM / RENEWAL

- 23.1 At the end of the Initial Term the Order shall be renewed for successive terms equal to the Initial Term, unless either Party notifies the other in writing that it does not agree to renewal of the Order, taking into account a notice period of at least:
- 23.1.1 fifteen (15) days, in the event of an Initial Term / Renewal term of one (1) month;
- 23.1.2 thirty (30) days, in the event of an Initial Term / Renewal term of three (3) months up to twelve (12) months;
- 23.1.3 sixty (60) days, in the event of an Initial Term / Renewal term of twelve (12) months or longer.

24 TERMINATION

- 24.1 Each Party is entitled to terminate the Agreement by giving written notice to the other Party, in accordance with Clause 31, without an obligation to take into account a notice period, if:
- 24.1.1 the other Party has ceased to exist or has been dissolved;
 - 24.1.2 the other Party has been declared bankrupt, or it has been granted suspension of payments or entered into voluntary liquidation;
 - 24.1.3 the other Party's business has been discontinued;
 - 24.1.4 the other Party is in Breach of any of the other terms of the Agreement and fails to remedy such Breach within a period of thirty (30) days after having received notice with respect to the Breach;
 - 24.1.5 the other Party is unable to perform its obligations due to an event of Force Majeure, provided that the event of Force Majeure has lasted more than sixty (60) days and the Parties are unable to reach a temporary solution for the Force Majeure period in spite of having negotiated in good faith with respect to such temporary solution.
- 24.2 In addition to Clause 24.1, LeaseWeb is entitled to terminate the Agreement with immediate effect, without an obligation to take into account a notice period, in the event Customer does not pay an invoice within the payment term and fails to pay such invoice, plus the interest referred to in Clause 13.12, within a period of fourteen (14) days after having received notice thereof.
- 24.3 In addition to Clause 24.1 and Clause 24.2, LeaseWeb is entitled to terminate the Agreement with immediate effect, without an obligation to take into account a notice period, in the event of a change of ownership or Control of Customer if – in LeaseWeb's view –:
- 24.3.1 the party that acquires ownership or Control of Customer is of lesser socio-economic standing than the party which owned Customer or had Control of Customer as at the Effective Date; and/or
 - 24.3.2 Customer's credit position is adversely affected by such change of ownership or Control.
- 24.4 In addition to Clause 24.1, Clause 24.2 and Clause 24.3, LeaseWeb is entitled to terminate the Agreement by giving written notice to Customer, in accordance with Clause 31, taking into account a notice period of at least thirty (30) days, in the event that:
- 24.4.1 LeaseWeb has received notification from its lessor or landlord with respect to termination or expiration of the Facility Agreement where the Housing Space - that has been licensed to Customer - is located; and
 - 24.4.2 LeaseWeb will, for any reason, not be able to arrange for an alternative and suitable location for the Housing Space within a period of thirty (30) days after having received notification from its lessor or landlord, such to be determined at LeaseWeb's sole discretion.
- 24.5 In addition to Clause 24.1, Customer shall be entitled to terminate the Agreement with immediate effect, by giving written notice to LeaseWeb, without an obligation to take into account a notice period, in the event:
- 24.5.1 LeaseWeb unilaterally delays the RFI Date by more than thirty (30) days after the initial RFI Date; and/or
 - 24.5.2 LeaseWeb unilaterally delays the RFS Date by more than thirty (30) days after the initial RFS Date; and/or
 - 24.5.3 LeaseWeb fails to remedy a Service Disruption with respect to a Service that is covered by a Service Level, and is unable to provide Customer with a substitute Service in accordance with Clause 16.3, within thirty (30) days after having received notification by Customer in accordance with Clause 16.1.

25 CONSEQUENCES OF TERMINATION OR EXPIRATION

- 25.1 Termination or expiration of the Agreement shall be without prejudice to any rights or remedies available to, or obligations or liabilities accrued to the Parties, as at the date of termination or expiration.
- 25.2 Upon expiration or termination of the Agreement:
- 25.2.1 LeaseWeb shall cease to provide all Services;
- 25.2.2 all sums due to LeaseWeb up to the date of termination shall become due and payable in full immediately, except when Customer has terminated the Agreement in accordance with Clause 24.1 or Clause 24.5, in which case the regular payment terms shall apply; and
- 25.2.3 Subject to Clause 25.4, Customer shall remove all of the Colocated Equipment from the LeaseWeb Datacenter within ten (10) days of the date of expiration or termination and shall return the Housing Space to LeaseWeb in the same condition it was in prior to Customer's use thereof.
- 25.3 If Customer does not remove the Colocated Equipment in accordance with Clause 25.2.3, LeaseWeb may - at Customer's expense - remove and store the Colocated Equipment or return such Equipment to Customer, or dispose of such Equipment without liability for any related damages.
- 25.4 LeaseWeb will have the right to retain any Colocated Equipment until it has received payment in full of all sums due and/or payable by Customer to LeaseWeb in accordance with Clause 25.2.2. If LeaseWeb has not received such sums within a reasonable time frame after termination or expiration of the Agreement, such to be determined by LeaseWeb, LeaseWeb shall be entitled to sell any Colocated Equipment, necessary to recoup all sums due and/or payable, at such price as LeaseWeb is able to obtain in the open market.
- 25.5 In the event that the Agreement is terminated prior to the RFS Date by LeaseWeb pursuant to Clause 24.1, Clause 24.2 or Clause 24.3, Customer shall reimburse LeaseWeb for any third party cancellation/termination charges associated with the Services so terminated and shall – within five (5) Business Days after the termination date – pay the equivalent of three (3) month's Service Charges, actual or projected, for the cancelled Services.
- 25.6 In the event that the Agreement is terminated after the RFS Date by LeaseWeb in accordance with Clause 24.1, Clause 24.2 or Clause 24.3, Customer shall:
- 25.6.1 reimburse LeaseWeb for any third party cancellation/termination charges associated with the Services so terminated;
- 25.6.2 pay to LeaseWeb the amount of any Services Charges discounts granted to Customer by LeaseWeb in consideration of the length of the Term; and
- 25.6.3 – without prejudice to any other rights or remedies that LeaseWeb may have – pay to LeaseWeb one hundred percent (100%) of the Service Charges, actual or projected, for each month remaining in the then current Term within five (5) Business Days after the termination date.
- 25.7 The following Clauses shall survive termination or expiration of the Agreement and continue in full force and effect, in addition to those Clauses the survival of which is necessary for the interpretation or enforcement of this Agreement: Indemnification (Clause 18), Limitation of Liability (Clause 21), Confidentiality (Clause 29), Notices (Clause 31), No Third Party Beneficiaries (Clause 33) Severability (Clause 34), Governing Law (Clause 35) and Jurisdiction / Dispute Resolution (Clause 36).

26 INTELLECTUAL PROPERTY RIGHTS

- 26.1 Nothing in the Agreement shall result in the transfer of a Party's Intellectual Property Rights (of whatever nature) to the other Party.
- 26.2 Without limiting the generality of Clause 26.1, disclosure of Confidential Information – as referred to in Clause 29 – will not in any way result in the transfer of the Disclosing Party's Intellectual Property Rights (of whatever nature) to the Receiving Party or a Recipient.

27 ADVERTISING/ANNOUNCEMENTS

- 27.1 No press or public announcements, circulars or communications relating to this Agreement or the subject matter of it shall be made or sent by either of the Parties without the prior written approval of the other Party; whereby such approval is not to be unreasonably withheld or delayed.
- 27.2 Neither Party shall use any advertising, sales, promotions, or other publicity materials (including, without limitation, publicity regarding the Agreement) that use the other Party's Intellectual Property Rights (of whatever nature) without the prior written approval of the other Party, which may be granted or withheld in that Party's sole discretion.
- 27.3 Without prejudice to Clauses 27.1 and 27.2, Customer herewith grants LeaseWeb approval - and LeaseWeb shall be entitled - to inform third parties that LeaseWeb provides Services to Customer, e.g. as a Customer case during sales activities and on LeaseWeb's website.

28 FORCE MAJEURE

- 28.1 A Party shall not be deemed in Breach of any of its obligations under these General Conditions, the Agreement or the LeaseWeb Policies if, and to the extent that, performance of such obligation is prevented or delayed by an event of Force Majeure, provided that the Party that is affected by the event of Force Majeure has:
- 28.1.1 promptly notified the other Party thereof in writing, as soon as reasonably possible and no later than five (5) Business Days after the first occurrence of the Force Majeure event; and
- 28.1.2 provided the other Party with all information on the event of Force Majeure and the (expected) cessation or termination of said event.
- 28.2 The Party that is affected by an event of Force Majeure shall use all reasonable endeavours to avoid or minimise the effects of an event of Force Majeure on its performance of its obligations under the Agreement.
- 28.3 Upon the occurrence of an event of Force Majeure, the time for performance shall be extended for the period of delay or inability to perform due to such occurrence, but if an Event of Force Majeure continues for a continuous period of more than thirty (30) days the other Party shall be entitled to terminate the Agreement.
- 28.4 For the purpose of this Clause 28 Force Majeure shall include, without limitation,: acts of God; acts of terrorists; acts of war; outbreak of hostilities; sabotage; civil disorder; riots; acts or demands of any (local) government or government agency; strikes or other labour unrest; fires; floods; earthquakes; storms; lightning, any interruption in the supply of electrical energy to the LeaseWeb Datacenter; restrictions related to an outbreak of disease (such as avian influenza viruses or the H1N1 flu); epidemics; shortage of materials; unavailability or delay in delivery not resulting from the responsible Party's

failure to timely place orders therefore; equipment failures; lack of or delay in transportation; failure of a third party to grant a required right-of-way permit, assessment or other required authorization; acts or omissions of vendors or suppliers; changes in Law or government policy; and other unforeseeable circumstances, provided however that Force Majeure shall not include any labour problems or strikes relating to the workforce of Customer or its suppliers or subcontractors.

29 CONFIDENTIALITY

29.1 During the Term, and during a period of three (3) years after termination or expiration of the Agreement for any reason whatsoever, a Receiving Party shall:

- 29.1.1 keep all Confidential Information confidential, using the same safeguards as it uses to protect its own commercially confidential information of a similar character, but at least using reasonable care;
- 29.1.2 not disclose any Confidential Information to any other person without the prior written consent of the Disclosing Party or in accordance with Clause 29.2; and
- 29.1.3 not use the Confidential Information for any purpose other than the performance of its obligations under the Agreement.

29.2 During the Term the Receiving Party may disclose the Confidential Information to:

- 29.2.1 its employees and its advisors to the extent that it is necessary for the purposes of the Agreement; and
- 29.2.2 its (ultimate) shareholders to the extent necessary in connection with compliance with internal group information policies.

29.3 The Receiving Party shall procure that each Recipient is made aware of, and complies with, all the Receiving Party's obligations of confidentiality under the Agreement as if the Recipient was a party to the Agreement.

29.4 The obligations contained in Clauses 29.1 up to and including 29.3 shall not apply to any Confidential Information which:

- 29.4.1 at the date of the Agreement is, or at any time after the date of the Agreement becomes, public knowledge other than through Breach of the Agreement by the Receiving Party or any Recipient;
- 29.4.2 can be shown by the Receiving Party to the reasonable satisfaction of the Disclosing Party to have been known to the Receiving Party prior to it being disclosed by the Disclosing Party to the Receiving Party;
- 29.4.3 subsequently comes lawfully into the possession of the Receiving Party from a third party; or
- 29.4.4 use or disclosure of Confidential Information is required to be disclosed or used by Law or a stock exchange, provided, that the Receiving Party required to make a disclosure pursuant to this subsection 29.4.4 shall promptly inform the other Party fully of the requirements of such disclosure.

29.5 The Receiving Party agrees that any and all notes, diagrams, descriptions, memoranda and other writings or electronic information obtained from the Disclosing Party and any copies, notes or excerpts thereof containing Confidential Information shall remain the property of the Disclosing Party and that said documents shall, upon request of the Disclosing Party, be promptly returned to the Disclosing Party or destroyed.

29.6 Confidential Information shall not be reproduced except to the extent necessary to accomplish the purpose for which it was disclosed and only with prior written consent of the Disclosing Party.

30 TRANSFER OF RIGHTS AND OBLIGATIONS

- 30.1 Without prejudice to Clause 30.1 and Clause 30.2, neither Party shall be entitled to assign or transfer, or purport to assign or transfer, any rights or obligations under the Agreement to a third party without the prior written consent of the other Party, which consent may not be unreasonably withheld.
- 30.2 LeaseWeb shall be entitled to assign any of its rights or obligations under the Agreement to an Affiliate (or its or their successors, through merger or acquisition of substantially all of their or its assets), upon giving written notice to Customer.
- 30.3 LeaseWeb shall be entitled to sub-contract any or all of its obligations under the Agreement to a third party, provided that LeaseWeb shall remain liable to Customer for the performance of those obligations.
- 30.4 Nothing in the Agreement shall exclude or limit LeaseWeb's rights to grant or create a right of pledge or other security right - for the benefit of a bank or other financial institution or other third party – on or over any or all (cash) receivables that Customer owes or comes to owe to LeaseWeb.

31 NOTICES

- 31.1 Unless specified otherwise herein, any notice or other communication under or in connection with the Agreement shall be in writing and shall be delivered personally or sent by registered mail or by pre-paid recorded courier delivery or by fax, to the Party due to receive the notice at its address set out below or such other address as any Party may specify by notice in writing to the other:

If to LeaseWeb to the LeaseWeb entity and at the address as specified in the Order Form, for the attention of the Legal Department.

With copy by fax to: +31 (0)20 316 2890
Directed for the attention of the Legal Department

If to Customer to the person and at the address as specified in the Order Form or the Customer Details Form

- 31.2 In the absence of evidence of earlier receipt, any such notice, demand or other communication shall be deemed to have been received:
- 31.2.1 if delivered by hand, at the time of delivery;
- 31.2.2 if posted, on the expiration of three (3) Business Days after the notice has been provided to the courier company; or
- 31.2.3 if sent by facsimile, on the date confirmation of successful transmission is received.

32 WAIVER

- 32.1 No waiver of any of the terms of the Agreement or of any Breach of those terms shall be effective unless such waiver is in writing and signed by the waiving Party. No waiver of any Breach shall be deemed to be a waiver of any other or subsequent Breach.

33 NO THIRD PARTY BENEFICIARIES

- 33.1 Other than LeaseWeb's subcontractors who shall have the benefit of the Agreement, nothing in the Agreement shall confer upon any third party any right, benefit or remedy of any nature under the Agreement.

34 SEVERABILITY

- 34.1 Should any or several of the provisions of the Agreement be invalid or null on void, this shall not affect the remaining provisions thereof. In such event, the relevant provision shall be replaced by a valid provision that reflects – to the extent possible – the purpose and the intended effect of the original provision.

35 GOVERNING LAW

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

36 JURISDICTION / DISPUTE RESOLUTION

- 36.1 The competent courts of Amsterdam, the Netherlands shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Agreement or other agreements or other legal relationships resulting there from or in connection therewith.

- 36.2 In the event that Customer's principal place of business (as specified in the Master Agreement or the Order Form) is located in a country that is not a party to the "Convention on Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters" or any other treaty with the Netherlands on the enforcement of judgments in civil or commercial matters, but is a party to the "Convention on the Recognition and Enforcement of Foreign Arbitral Awards" (also known as the 'New York Convention') or any other treaty with the Netherlands on the enforcement of foreign arbitral awards, the following shall apply in deviation of Clause 36.1:

- 36.2.1 All disputes arising out of or in connection with the Agreement, any Order or other agreements or other legal relationships resulting there from or in connection therewith shall be fully and finally settled in accordance with the rules of arbitration of the Netherlands Arbitration Institute. The arbitral tribunal will decide on the basis of the rules of Law. The arbitral tribunal shall consist of one (1) arbitrator. The place of arbitration shall be Amsterdam, the Netherlands. The arbitral procedure shall be conducted in the English language.
- 36.2.2 In deviation of Clause 36.2.1, in the event that the dispute involves a claim of more than two hundred fifty thousand Euros (€ 250,000.--) the arbitral tribunal shall consist of three (3) arbitrators, whereby the president or chairman of the arbitral tribunal shall have a degree as master of Dutch Law.
- 36.2.3 Clause 36.2.1 and Clause 36.2.2 shall be without prejudice to a Party's right to seek interim relief in summary proceedings, to be brought before or to apply for protective measures to the competent court in Amsterdam, the Netherlands.

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