

This Support and Service Levels sets out the performance metrics such as applicable service levels, response times, service windows and availability of the Services. In addition, this Support and Service Levels defines the Service Credits that Customer may be eligible to in case of Leaseweb Service Disruptions. Leaseweb's Sales Terms and Conditions, Services Specifications 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.

## CHAPTER A. DEFINITIONS

### 1. DEFINITIONS

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

**Affected Customer Ratio** = 
$$\frac{\text{(Unique Visitors by IP address affected by a Service Disruption)}}{\text{Total unique visitors as measured by IP address}}$$

**Customer Planned Downtime** means downtime specified by the Customer that is to be excluded from any calculation of an Outage Period. This would apply to any time when the Customer has requested Domain Protection Service access suspended from their environment.

**Electricity Availability** means the total number of minutes in a calendar month minus the number of minutes of Electricity Unavailability suffered in a calendar month, divided by the total number of minutes in a calendar month (expressed as a percentage).

**Electricity Unavailability** means the number of minutes that a failure of the transmission of electricity to both electrical outlets of Customer's cabinet, suite or cage occurs. Electricity Unavailability shall not include any Incident resulting from Excluded Events.

**Excluded Events** means any Incident caused by or resulting from (i) an event of Force Majeure, (ii) an act or omission of Customer, its employees, End Users, agents or contractors; (iii) Tests, Maintenance, relocation; (iv) any failure to correctly perform a Cloud Console Test Transaction and/or a Platform Test due to a technical malfunction, Maintenance or otherwise, (v) a suspension of Services in accordance with the Sales Terms and Conditions, (vi) any exercise by Leaseweb of its rights or remedies under the Sales Contract, (vii) Denial-of-Service (DoS) attacks, Distributed-Denial-of-Service (DDoS) attacks or Distributed-Reflected-Denial-of-Service (DRDoS) attacks by a third party or third parties that results in an unaccounted peak in data traffic, or other attacks by a third party or third parties that result in the Service becoming wholly or partly unavailable, (viii) any use of the Service or Equipment that is in breach of the Sales Contract, (ix) any failure of Customer controlled actions or environments, (x) virus or malware, (xi) any successful or unsuccessful hack and/or any intrusion attempts, (xii) any event that occurs during a period during which the Customer is in breach of its payment obligations under the Sales Contract, (xiii) unauthorised changes to Leaseweb's Equipment or Instance by the Customer, and (xiv) any event resulting from Customer's consumption of electricity exceeding the Basic Power (specified in the Contract Overview), (xv) any event resulting from Customer's consumption of Data Traffic or Bandwidth exceeding the Committed Data Traffic or the Committed Bandwidth (specified in the Contract Overview), (xvi) the failure by Customer to implement recommendations or solutions previously advised or made available by Leaseweb, (xvii) any incorrect or unauthorised use of the Service, or the use of the Service for a purpose for which it was not designed, (xviii) any interaction between the Service, the Instance, the Equipment and any other software, hardware or third party service, (xix) problems which cannot be reasonably re-created or examined by Leaseweb, (xx) any configuration by Customer of the Service or the Equipment, and/or (xxi) Customer Planned Downtime.

**Equipment Replacement Time** means the period of time measured from the time Leaseweb engineers identify the source of the defective Equipment, until the moment Leaseweb physically replaces the defective Equipment, excluding any time spent communicating with Customer regarding permissions or instructions and excluding time spent on restoring configurations in case the Equipment is managed by Leaseweb as part of a Management Pack.

**Incident** means an interruption or degradation of quality and/or capacity in the provision of one or more Services by Leaseweb to Customer.

**Network Availability** means the total number of minutes in a calendar month minus the number of minutes of Network Unavailability suffered in a calendar month, divided by the total number of minutes in a calendar month (expressed as a percentage).

**Network Unavailability** means the number of minutes that one of the following events occur on all Interconnection Points for Customer: (i) Interconnection Points are not responding; and/or (ii) a packet loss of more than five percent (5%) on Leaseweb's Network; and/or (iii) roundtrip delay for all packets within Leaseweb's Network have a latency greater than three times the Latency Target, provided that (for (i), (ii) and (iii)) such event lasts more than twenty (20) continued minutes. Network Unavailability shall not include any Incidents resulting from Excluded Events.

**Outage Period** is equal to the number of downtime minutes resulting from a Service Disruption.

**Public Cloud Availability Target** shall have the meaning as indicated in Clause 15.1 of the Support and Service Levels.

**Response Time** means the period of time measured from the time Leaseweb receives a Support Request by email or through the Customer Portal, or in case of a Support Request by phone or chat from the time Leaseweb receives the confirmation mentioned in clause 2.1 hereof, until the moment a Leaseweb support engineer acknowledges receipt of such request to Customer.

**Scheduled Availability** is the total number of minutes in the month minus any downtime caused by an Excluded Event.

**Time Included** means the number of minutes that the Customer shall be eligible to receive Advanced Support Services or Remote Hands Service (as applicable) under the applicable Service Level or Remote Hands Package that the Customer has chosen.

## CHAPTER B. SUPPORT

### 2. SUPPORT REQUEST

- 2.1. Customer may initiate a request for Standard Support, Advanced Support or Remote Hands Services, or report a Service Disruption (a “**Support Request**”) to the customer support service via the Customer Portal, chat, phone or email. A Support Request must include the following information: (i) type of Service, (ii) company name, (iii) name and number for immediate contact with the Customer, (iv) a clear, detailed and unambiguous description of Standard Support, Advanced Support or Remote Hands Services requested, and (v) a detailed description of the Service Disruption (if applicable). Leaseweb may refuse a Support Request if it is not able to establish that the Support Request is made by the person authorised thereto in the Customer Portal. Customer must confirm all Support Requests it makes by means of chat or phone by sending a confirmation message through the Customer Portal or by way of email.

### 3. STANDARD SUPPORT SERVICES

- 3.1. Leaseweb shall upon request of Customer, provide to Customer the following Support Services (the “**Standard Support Services**”) free of charge:
- in connection with lease of Dedicated Equipment only, Leaseweb will perform an Equipment check to test the integrity of the memory modules and hard drives;
  - in connection with lease of Dedicated Equipment only, Leaseweb shall replace defective Equipment in accordance with Chapter E below;
  - in connection with Dedicated Equipment and Cloud Services only, Leaseweb will (i) use commercially reasonable efforts to restore the OS originally installed by Leaseweb to an operational state in cooperation with Customer (i.e. repair bootloader), or (ii) should it reasonably not be possible to restore the OS originally installed by Leaseweb to an operational state, use commercially reasonable efforts to reinstall the OS. For the avoidance of doubt, Leaseweb shall in no event be responsible or liable for any loss of data, databases or technology related to a malfunction of the OS or the restoration or reinstallation of the OS;
  - in connection with Dedicated Network Equipment, Customer may request and Leaseweb will use commercially reasonable effort to provide the latest recommended software version for the equipment to Customer; installation of such software is not part of Standard Support Services and can be done as part of Advanced Support Services;
  - in connection with Dedicated Equipment and Cloud Services only, Leaseweb will provide root password resets;
  - in case of Shared Web Hosting Services only, Leaseweb will provide web hosting control panel and FTP password resets;
  - Leaseweb will provide correction of Network issues to restore IP Connectivity; and
  - in case of Cybersecurity Services, Leaseweb will restore the respective Cybersecurity Service in case of a Service Disruption.
- 3.2. Leaseweb shall provide an English-language customer support service. Leaseweb will maintain support engineers actively on duty 24 hours per day, every day of the year.
- 3.3. Leaseweb shall in no event be obliged to provide any support Services to End Users.
- 3.4. All Standard Support Services are provided AS-IS and on a best efforts basis. Leaseweb is not liable to Customer for any damage resulting from any Standard Support, unless such damage is the direct result of gross negligence or wilful misconduct by Leaseweb. Any delivery times, turnaround times or deadlines given or agreed in connection with Standard Support Services are target times only and Leaseweb shall in no event be liable for any failure to meet these target times/deadlines.

### 4. ADVANCED SUPPORT SERVICES

- 4.1. Customer may also request Leaseweb to perform support other than the Standard Support (the “**Advanced Support Services**”) in relation to Dedicated Equipment, Shared Web Hosting Services, Cloud Services, Multi-CDN Services and Cybersecurity Services. Advanced Support Services may include providing technical expertise, trouble shooting, consultancy services, setup and changes of configuration of Dedicated Network Equipment (switches, firewalls, loadbalancers), application servers and clusters (including web and database servers and clusters) and Cybersecurity Services, OS updates, performance tuning and DNS services, including logging of changes and reports.
- 4.2. Leaseweb may accept or decline Customer’s request for Advanced Support Services in its sole discretion. In case Leaseweb declines Customer’s request for Advanced Support Services, Customer shall be solely responsible for the performance of it. Leaseweb may refuse to provide Advance Support Services in connection with Private Cloud Services, if the Customer has not purchased a Service Level for all of the cores in use by Customer.
- 4.3. All Advanced Support Services are provided during Business Hours and on the next business day after acknowledgement of the request, unless agreed otherwise or unless triggered by an Incident requiring immediate action, to be determined by Leaseweb. The Advanced Support Services are provided AS-IS and on a best efforts basis. Leaseweb is not liable to Customer for any damage resulting from any Advanced Support Services, unless such damage is the direct result of gross negligence or wilful misconduct by Leaseweb. Any delivery times, turnaround times or deadlines given or agreed in connection with Advanced Support Services are target times only and Leaseweb shall in no event be liable for any Incidents, Excluded Events, or other failures to meet these target times/deadlines.
- 4.4. Depending on the Service Level chosen by Customer, Customer shall be entitled to a certain number of minutes of Advanced Support Services.
- 4.5. The table below sets forth the Time Included of Advanced Support Services in each respective Service Level.

**Table 1:** Service Level Advanced Support Services Time Included

| <b>LEVEL</b> | <b>TIME INCLUDED</b> |
|--------------|----------------------|
| Level        | Time Included        |
| Basic        | 0 minutes / month    |
| Bronze       | 30 minutes / month   |
| Silver       | 60 minutes / month   |
| Gold         | 90 minutes / month   |
| Platinum     | 120 minutes / month  |

for Private Cloud Services as set forth in the Contract Overview

- 4.6. Unused minutes of the Advanced Support Services are non-refundable and shall not transfer to following months. In addition, any Time Included may only be used for the Service and/or Equipment for which the Service Level was chosen and shall not be transferable to any other Service and/or Equipment.

## 5. MANAGEMENT PACKS

- 5.1. Customer may also request Leaseweb to provide Management Packs to manage Dedicated Network Equipment. These services include:
- a) daily configuration back-up;
  - b) Incident monitoring and resolution; Leaseweb’s monitoring systems monitor the Dedicated Network Equipment 24 hours per day and alert the Leaseweb operations staff in case of an Incident or (risk of) performance degradation. In case of an alert, Leaseweb analyses the Incident and initiates replacement of defect equipment within the Equipment Replacement Time of the applicable Service Level. Leaseweb restores the latest back-up in case the Dedicated Network Equipment was replaced or in case a non-recoverable configuration error occurred in the configuration of the Dedicated Network Equipment;
  - c) configuration changes; in case a Management Pack is ordered with Dedicated Network Equipment, Leaseweb will perform all configuration changes (executed as Advanced Support Services) and Customer only has Read-Access to the Dedicated Network Equipment.
  - d) logging of Incidents and changes;
  - e) Software updates; with respect to the software licensed, resold, or otherwise given into use by Leaseweb to Customer, if a supplier gives notice of a major release or a stable update of their OS on Dedicated Network Equipment to Leaseweb, Leaseweb shall submit a release or an update request to Customer within a reasonable time in writing. Execution of the request is subject to the written approval of Customer within three (3) days from Leaseweb’s notification. After Customer’ approval Parties will schedule time to perform the upgrade or After Customer’ approval Parties will schedule time to perform Maintenance.
- 5.2. The Management Packs are provided AS-IS and on a best efforts basis. Leaseweb is not liable to Customer for any damage resulting from any Management Pack activity, unless such damage is the direct result of gross negligence or wilful misconduct by Leaseweb. Any delivery times, turnaround times or deadlines given or agreed in connection with Management Packs are target times only and Leaseweb shall in no event be liable for any Incidents, Excluded Events, or other failures to meet these target times/deadlines.

## 6. MONTHLY RECURRING FEES

- 6.1. Customer shall pay to Leaseweb the Monthly Recurring Fees for the Service Level and Monthly Recurring Fees for the Management Pack Service. In addition, Leaseweb shall be entitled to invoice Service Fees for all Advanced Support Services provided to Customer in excess of the Time Included, on a time spent basis, at the prevailing Leaseweb hourly rate for performing the particular Support Services (plus its expenses related to the performance of the Advanced Support Services, including any traveling expenses if applicable). The applicable hourly rate may depend on the chosen Service Level.
- 6.2. All Support Services shall be measured in quarter hour increments, i. e. the number of minutes required to complete the task rounded up to the next quarter hour, regardless of the level of complexity required to complete the assignment.
- 6.3. For the purpose of determining the amount of time of Advanced Support Services provided, Leaseweb’s data shall be binding.

## CHAPTER C. SERVICE LEVEL

### 7. SERVICE LEVEL, RESPONSE TIME AND CREDITS

- 7.1. In connection with Dedicated Equipment, Multi-CDN Services, Shared Web Hosting Services and Cloud Services, Customer may choose a Service Level. For Cybersecurity Services the severity levels set forth in Chapter H shall apply. The Contract Overview shall set forth the chosen Service Level to the Services and/or Equipment for which the Service Level was purchased. The Service Level will determine:
- a) the response times (the “**Response Time Target**”);
  - b) in connection with lease of Dedicated Equipment only, the Equipment Replacement Target;
  - c) for Dedicated Equipment, Multi-CDN Services and Cloud Services only, the amount of the Advanced Support Services Time Included; and
  - d) the hourly rates for Advanced Support Services.
- 7.2. Leaseweb distinguishes the Service Levels Basic, Bronze, Silver, Gold and Platinum. If no Service Level has been chosen by Customer, the Basic Service Level shall apply by default.
- 7.3. Customer may, at any time during the Term, request an upgrade of its Service Level. Clause 5 of the Sales Terms and Conditions shall apply to such upgrade request. The chosen Service Level may only be downgraded at the end of the Initial Term or any renewal term (as applicable).
- 7.4. The table below sets forth the Response Time Target for (a) any Service Disruptions that have been reported by Customer to Leaseweb in accordance with clause 2.1 above, and (b) any request for Standard Support Service, Advanced Support Service or Remote Hands Service to be performed in accordance with clause 2.1 above. The Response Time Targets depends (i) for Colocation Services, on the applicable Remote Hands Package, and (ii) for any other Services, on the applicable Service Level.

**Table 2: Response Time Target**

| SERVICE LEVEL | RESPONSE TIME TARGET |
|---------------|----------------------|
| Basic         | 12 hours             |
| Bronze        | 4 hours              |
| Silver        | 2hours               |
| Gold          | 1hour                |

Platinum 30 minutes

- 7.5. In the event Leaseweb does not respond within the applicable Response Time Target, Customer shall be eligible to receive a Service Credit (the “**Response Time Credit**”) (except in case of Excluded Events) for every full one (1) hour in excess of the maximum Response Time Target equal to 2% of the Monthly Recurring Fee for the Service Level or the Monthly Recurring Fee for Remote Hands (as applicable) for the respective month for the Service or Equipment affected by the Service Disruption or for which Advanced Support Services/Remote Hands Services were requested (as applicable).
- 7.6. If Customer does not pay a Monthly Recurring Fee for the Service Level or Monthly Recurring Fee for Remote Hands (as applicable), then Customer shall not be eligible to any Response Time Credit.
- 7.7. Customer shall ensure that it will at all times be reachable on Customer’s emergency numbers, specified in the Customer Portal. No Response Time Credit shall be due in case the Customer is not reachable on Customer’s emergency number.
- 7.8. The maximum amount of Response Time Credits that a Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Fee for the Service Level or the Monthly Recurring Fee for Remote Hands (as applicable) for the respective month for the Customer’s Service or Equipment affected by the Service Disruption or for which Advanced Support Services/Remote Hands Services were requested (as applicable).

## CHAPTER D. IP CONNECTIVITY

### 8. NETWORK PERFORMANCE AND CREDITS

- 8.1. The monthly Network Availability of Leaseweb’s Network shall be as set forth in the table below (the “**Network Availability Target**”).

**Table 3:** Network Availability Target

| IP CONNECTIVITY | NETWORK AVAILABILITY TARGET |
|-----------------|-----------------------------|
| Premium         | 99.8%                       |
| Volume          | 99.0%                       |

- 8.2. In the event that in any calendar month, the Network Availability within Leaseweb’s Network, is lower than the Network Availability Target, Customer shall be eligible to receive a Service Credit (the “**Network Availability Credit**”) (except in case of Excluded Events). The Network Availability Credit shall be equal to 2% of the Monthly Recurring Fee for IP Connectivity for the respective month for every 1% (or part thereof) that the Network Availability falls below the Network Availability Target.
- 8.3. Leaseweb’s Network shall have an average monthly packet loss on Customer’s Interconnection Points no greater than the percentages (the “**Packet Loss Target**”) set forth in the table below. In the event that in any calendar month, the average packet loss for Premium IP Connectivity within Leaseweb’s Network, is higher than the Packet Loss Target, Customer shall be eligible to receive a Service Credit (the “**Packet Loss Service Credit**”) (except in case of Excluded Events). The Packet Loss Service Credit shall be equal to 1% of the Monthly Recurring Fee for IP Connectivity for the respective month for every 0.1% (or part thereof) that the packet loss has exceeded the applicable Packet Loss Target.

**Table 4:** Packet Loss Target

| IP CONNECTIVITY | PACKET LOSS TARGET |
|-----------------|--------------------|
| Premium         | 0.2%               |
| Volume          | 0.5%               |

- 8.4. The monthly average roundtrip delay for Customer’s packets within Leaseweb’s Network shall have a latency for the following regions, as set forth in the table below (the “**Latency Target**”). In the event that in any calendar month, the average roundtrip delay for Customer’s packets within Leaseweb’s Network for Premium IP Connectivity, is higher than the Latency Target, Customer shall be eligible to receive a Service Credit (the “**Latency Service Credit**”) (except in case of Excluded Events). The Latency Service Credit shall be equal to 1% of the Monthly Recurring Fee for IP Connectivity for the respective month for every 10ms that the average monthly roundtrip delay for packets within Leaseweb’s Network exceeds the Latency Target.

**Table 5:** Latency Target

| IP CONNECTIVITY | LATENCY TARGET             |
|-----------------|----------------------------|
| Premium         | EU-EU <90ms, EU-US <160ms  |
| Volume          | EU-EU <140ms, EU-US <220ms |

- 8.5. Customer shall not be entitled to any Network Availability Credits, Packet Loss Service Credits, or Latency Service Credit in case Leaseweb provides IP Connectivity to Customer on a Volume basis.
- 8.6. Leaseweb will measure packet loss and latency by randomly sending UDP Datagrams to designated servers placed at Leaseweb’s Network. The packet loss and delay times will be measured during 10-minute intervals and the Service Credit will be calculated accordingly. 1000 UDP Datagrams will be sent with the length of 96 byte. Customer’s Interconnection Point in Leaseweb’s Equipment will be measured with SNMP.
- 8.7. The Network Availability Target, Packet Loss Target, and Latency Target is calculated on an IP Connectivity Service basis. However, in case the IP Connectivity Service is offered to Customer on an aggregated basis, i.e. Leaseweb offers one Data Traffic or Bandwidth package for a multiple Dedicated Equipment Services, Cloud Services or Colocation Services, then (i) the Network Availability Target, Packet Loss Target, and Latency Target shall be calculated on a per Dedicated Equipment server basis (in case of lease of Dedicated Equipment), on a per Instance/Cloud Platform basis (in case of Cloud Services), or per rack basis (in case of Colocation Services), and (ii) for the purpose of calculating the Network

- Availability Credit, Packet Loss Service Credit, and Latency Service Credit (as applicable), the Monthly Recurring Fee for IP Connectivity shall be prorated on the basis of the total number/amount of Dedicated Equipment, Instances/Cloud Platforms, or racks made available to Customer.
- 8.8. Packet Loss Service Credits, Network Availability Credits and Latency Service Credits in connection with the same incident shall not be cumulative, but Customer will be entitled to the highest of such Service Credits.
  - 8.9. The maximum total amount of Packet Loss Service Credits, Network Availability Credits and Latency Service Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Fee for IP Connectivity for the respective month.
  - 8.10. No Packet Loss Service Credits, Network Availability Credits and Latency Service Credits shall be due in respect of any IP Connectivity Services offered as part of Shared Web Hosting Services and in case of Excluded Events.

## CHAPTER E. DEDICATED EQUIPMENT

### 9. DEDICATED EQUIPMENT REPLACEMENT TIME

- 9.1. In the event Leaseweb determines that (part of the) Dedicated Equipment is defective, Leaseweb shall replace the defective part of such Dedicated Equipment within the Equipment Replacement Times set forth in the table below (the “**Equipment Replacement Target**”).

**Table 6:** Equipment Replacement Target

| SERVICE LEVEL | EQUIPMENT REPLACEMENT TARGET |
|---------------|------------------------------|
| Basic         | 24 hours                     |
| Bronze        | 4 hours                      |
| Silver        | 3 hours                      |
| Gold          | 2 hours                      |
| Platinum      | 2 hours                      |

- 9.2. In the event that Leaseweb does not repair or replace the defective Dedicated Equipment in accordance with the Equipment Replacement Target, Customer shall be eligible to receive a Service Credit (the “**Equipment Replacement Credit**”) (except in case of Excluded Events) for every full 1 hour in excess of the Equipment Replacement Target equal to 2% of the Monthly Recurring Fee for Lease for the respective month for the defective Dedicated Equipment.
- 9.3. The Equipment Replacement Target shall apply only to the following standard issue types of Dedicated Equipment: switches, servers, HDDs, RAM, CPU, NIC, RAID controllers, firewalls and loadbalancers.
- 9.4. For defective Equipment that is leased by Customer from Leaseweb that is not covered by the Equipment Replacement Target, Leaseweb shall replace the defective Equipment within a reasonable period of time on a best efforts and availability basis.
- 9.5. Leaseweb shall be entitled to replace any defective Equipment from one manufacturer with Equipment from another manufacturer, provided that the (i) technical specifications of such alternative Equipment are (in Leaseweb’s sole and absolute discretion) equal to, equivalent to, or better than the technical specifications of the replaced Equipment; and (ii) such shall not result in an increase in the Service Fees for the lease of the Equipment.
- 9.6. Leaseweb shall in no event be required to monitor or perform regular checks to assess whether Equipment is defective, unless a Management Pack is selected for the Equipment.
- 9.7. The maximum amount of Equipment Replacement Credits that Customer may be eligible to in a particular month, shall be limited to 50% Monthly Recurring Fee for Lease for the respective month for the defective Dedicated Equipment.

## CHAPTER F. COLOCATION SERVICES

### 10. COLOCATION TARGET AND CREDITS

- 10.1. The monthly target for Electricity Availability for Colocation Services shall be as set forth in the table below (the “**Electricity Availability Target**”).

**Table 7:** Electricity Availability Target

| CONFIGURATION | ELECTRICITY AVAILABILITY TARGET |
|---------------|---------------------------------|
| N+1           | 99.9%                           |
| 2N            | 99.99%                          |

- 10.2. In the event that in any calendar month, the Electricity Availability for Colocation Services, is lower than the Electricity Availability Target, Customer shall be eligible to receive a Service Credit (the “**Electricity Availability Credit**”) (except in case of Excluded Events). The Electricity Availability Credit shall be equal to 2% of the Monthly Recurring Fee for Colocation for the respective month for the affected Colocation Service for every 0.1% (or part thereof) that the Electricity Availability falls below the Electricity Availability Target.
- 10.3. Leaseweb shall maintain an air temperature within the Data Center of 24 degrees Celsius, plus or minus 5 degrees Celsius, at a point 1.5 meters from floor level and 0.5 meters from the cold side of the Rack (the “**Temperature Target**”). In the event in any month, the conditioned air for Colocation Services does not meet the Temperature Target for a consecutive period of 60 minutes (the “**Temperature Threshold**”), Customer shall be eligible to receive a Service Credit (the “**Temperature Credit**”) (except in case of Excluded Events). The Temperature Credit shall be equal to 2% of the Monthly Recurring Fee for Colocation for the respective month for the affected Colocation Service for every 10 minutes that the temperature falls above or below (as applicable) the Temperature Target in excess of the Temperature Threshold.

- 10.4. Customer shall not be entitled to any Electricity Availability Credit in case Customer has opted for an N configuration (rather than N+1 or 2N), nor shall Customer be entitled to any Electricity Availability Credit in the event Colocation Services are provided in shared Racks (rather than private Racks).
- 10.5. Customer shall be solely responsible for the maintenance and support of its Colocated Equipment. Leaseweb's sole responsibility in connection with Colocation Services shall be to use best efforts to remedy any interruption of the supply of electricity or a failure to keep the temperature within the Data Center within the Temperature Target. Any other or additional Support Services requested by Customer in connection with Colocated Equipment shall be subject to the terms set forth in clause 11 hereof.
- 10.6. Electricity Availability Credit and Temperature Credit in connection with the same Incident shall not be cumulative, but Customer will be entitled to the highest of such Service Credits (except in case of Excluded Events).
- 10.7. The maximum total amount of Electricity Availability Credit and Temperature Credit that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Fee for Colocation for the respective month for the Customer's Colocation Service affected.

**11. REMOTE HANDS SERVICES**

- 11.1. Customer may request Leaseweb Support Services (the "Remote Hands Services") in relation to Colocation Services and the Colocated Equipment. Remote Hands Services may include: pushing a button or switching a toggle; support of planned routine maintenance; tape swaps; power cycling equipment; cable organization, cross connect inventory and labelling; observing, describing or reporting on display information on machines or consoles; modifying basic cable layout; running diagnostics; installation of received equipment; typing commands on a keyboard console; replacing hardware components with spares or upgrades; circuit testing.
- 11.2. Unless otherwise agreed between Parties in writing, Customer must make available to Leaseweb, at its own costs and expense, all materials and information required in connection with Remote Hands Services.
- 11.3. Leaseweb may accept or decline Customer's request for Remote Hands Services in its sole discretion. In case Leaseweb declines Customer's request for Remote Hands Services, Customer shall be solely responsible for the performance of such services.
- 11.4. All Remote Hands Services are provided AS-IS and on a best efforts basis. Leaseweb is not liable to Customer for any damage resulting from any Remote Hands Services, unless such damage is the direct result of gross negligence or wilful misconduct by Leaseweb. Any delivery times, turnaround times or deadlines given or agreed in connection with Remote Hands Services are target times only and Leaseweb shall in no event be liable for any failure to meet these target times/deadlines.
- 11.5. Leaseweb will maintain support engineers actively on duty for Remote Hands Services 24 hours per day, every day of the year.

**12. REMOTE HANDS PACKAGE**

- 12.1. If the Customer has ordered a Remote Hands Services package (a "Remote Hands Package"), and such order has been accepted by Leaseweb, Customer shall be entitled to the number of minutes of Remote Hands Services included in the relevant Remote Hands Package.
- 12.2. The table below sets forth the Time Included of Remote Hands Services in each respective Remote Hands Package.

**Table 8:** Remote Hands Packages

|                           | <b>BASIC</b> | <b>BRONZE</b>    | <b>SILVER</b>    | <b>GOLD</b>      | <b>PLATINUM</b>   |
|---------------------------|--------------|------------------|------------------|------------------|-------------------|
| Free phone support        | 24/7         | 24/7             | 24/7             | 24/7             | 24/7              |
| Response time             | 12 HOURS     | 4 HOURS          | 2 HOURS          | 1 HOURS          | 30 MINUTES        |
| Self Service Center       | √            | √                | √                | √                | √                 |
| Support Minutes Included* | -            | 30 minutes/month | 60 minutes/month | 90 minutes/month | 120 minutes/month |

\* Support minutes are per month and do not transfer to the next month.

- 12.3. Unused minutes of the Remote Hands Package are non-refundable and shall not transfer to following months.
- 12.4. Subject to the Contract Modification Procedure, Customer shall be entitled to request an upgrade or downgrade the Remote Hands Package. Leaseweb may accept or decline this request for the upgrade or downgrade in its sole and absolute discretion.
- 12.5. If no Remote Hands Package is ordered by Customer, Customer will, in connection with its Colocation Services, by default receive Remote Hands Services on the basis of Leaseweb's level "Basic".
- 12.6. Customer may, at any time during the Term, request an upgrade of its Remote Hands Package level. Clause 5 of the Sales Terms and Conditions shall apply to such upgrade request. The chosen Remote Hands Package level may only be downgraded at the Initial Term or a renewal terms (as applicable).

**13. SERVICE FEES FOR REMOTE HANDS**

- 13.1. Customer shall pay to Leaseweb the Monthly Recurring Fee for Remote Hands. In addition, Leaseweb shall be entitled to invoice Service Fees for all Remote Hands Services provided to Customer in excess of the Time Included, on a time spent, basis, at the prevailing Leaseweb hourly rate for performing the particular Remote Hands Services (plus its expenses related to the performance of the Remote Hands Services, including any traveling expenses if applicable). The applicable hourly rate may depend on the chosen Remote Hands Package.
- 13.2. All Remote Hands Services shall be measured in economical quarter hour increments, the number of minutes required to complete the task rounded up to the next quarter hour, regardless of the level of complexity required to complete the assignment.
- 13.3. For the purpose of determining the amount of time of Remote Hands Services provided, Leaseweb's data shall be binding.

## CHAPTER G. CLOUD SERVICES

### 14. UPTIME CLOUD PLATFORM

- 14.1. Leaseweb shall, on a 24/7/365 basis, test the availability of the Cloud Platform including Cloud Storage at five (5) minute intervals (each such test a “Platform Test”). A “Cloud Platform Service Degradation” shall be deemed to have occurred if the Cloud Platform including Cloud Storage is unresponsive for three (3) consecutive Platform Tests.
- 14.2. For each calendar day during which a Cloud Platform Service Degradation occurs, Customer shall be eligible to a Service Credit equal to 1/30th of Customer’s Monthly Recurring Fee for Cloud for the part of the Cloud Service that is affected by the Cloud Platform Service Degradation.

### 15. PUBLIC CLOUD SERVICES

- 15.1. Leaseweb offers a 99.99% availability target for Public Cloud Services based on network and host node availability (“Public Cloud Availability Target”). The Public Cloud Availability Target is applicable to each Instance separately. The Public Cloud Availability Target does not apply to the accessibility of the Leaseweb website, Customer Portal or API.
- 15.2. The Public Cloud Availability Target only applies to network and Instance availability under normal use and it does not apply to software availability target. The Public Cloud Availability Target is not applicable (i) when scheduled maintenance occurs with a minimum of a seventy-two (72) hour notice, or (ii) in case a time-critical patch/update must be applied.
- 15.3. For each individual Instance, Leaseweb will use commercially reasonable efforts to make the Instance available with the Public Cloud Availability Target during the Monthly Billing Cycle. In case any Instance does not meet with the Public Cloud Availability Target, the Customer shall be eligible to receive a Service Credit as described below (except in case of Excluded Events).

| Public Cloud Availability Target | Service Credits | Downtime per month  |
|----------------------------------|-----------------|---|
| 99.90 % - < 99.99 %              | 10 %            | 43 min and 50 sec < 4 min and 23 sec                        |
| 99.00 % - < 99.90 %              | 25 %            | 7 hours 18 min 17 sec < 43 min and 50 sec                   |
| 95.00 % - < 99.00 %              | 50 %            | 36 hours, 31 minutes and 27 seconds < 7 hours 18 min 17 sec |
| < 95.00 %                        | 100 %           | < 36 hours, 31 minutes and 27 seconds                       |

- 15.4. Service Credits are calculated as a percentage of the monthly invoice from Leaseweb to Customer for the Instance that did not meet the Public Cloud Availability Target. Service Credits are applied only against future payments for Public Cloud Services. Service Credits are refunded only on Instances which are in running state, not on Instances which are in a stopped state. Service Credits will not entitle Customer to any refund or other kind of payment from Leaseweb. A Service Credit will be applicable and issued only if the credit amount for the applicable Monthly Billing Cycle is greater than EUR 1 (one euro). Service Credits may not be transferred or applied to any other account of Customer.
- 15.5. In case Leaseweb failed to maintain the service level of the Instance, the Customer may request a Service Credit pro-rata to the amount of downtime in a given Monthly Billing Cycle. The Service Credit of the Customer can be equal to, but may not exceed, 100 % (one hundred percent) of the Customer’s Monthly Recurring Fees for the Instance affected. The Customer may not redeem the Service Credits (e. g. for cash). A Service Credit will be applicable and issued only if the credit amount of the applicable Monthly Billing Cycle is greater than EUR 1 (one euro). The Customer may request the Service Credit within five days from the date of the event via the Customer Portal with the exact dates and times. The Service Credits will be applied to the Customer’s account within 60 days (sixty days) from the request.

### 16. UPTIME PRIVATE CLOUD PORTAL

- 16.1. Leaseweb shall, on a 24/7/365 basis, test the availability of the Private Cloud portals (i.e. the online console offered by Leaseweb to Customer to manage the Private Cloud Services) at twenty (20) minute intervals (each such test a “Cloud Console Test Transaction”). A “Cloud Console Service Degradation” shall be deemed to have occurred if said console is unresponsive for three (3) consecutive Cloud Console Test Transactions.
- 16.2. For each calendar day during which a Cloud Console Degradation occurs, Customer shall be eligible to a Service Credit (except in case of Excluded Events) equal to 1/30th of Customer’s Monthly Recurring Fee for Cloud for the part of the Private Cloud Service that is affected by the Cloud Console Service Degradation.

### 17. UPTIME DISASTER RECOVERY PORTAL

- 17.1. Leaseweb shall, on a 24/7/365 basis, test the availability of the Disaster Recovery Platform at twenty (20) minute intervals (each such test a “Disaster Recovery Service Availability Test”). A “Disaster Recovery Service Degradation” shall be deemed to have occurred if the Disaster Recovery Service Portal is unresponsive for three (3) consecutive Disaster Recovery Platform Test Transactions.
- 17.2. The Disaster Recovery Platform Tests Transactions that have failed as a result of one or more Excluded Events or of an event that can be attributed to the Disaster Recovery Software, shall be disregarded in determining whether or not a Disaster Recovery Service Degradation with respect to the Disaster Recovery Platform has occurred.
- 17.3. For each day during which a Disaster Recovery Service Degradation occurs, Customer shall be eligible to receive a Service Credit (the “Disaster Recovery Service Availability Credit”) (except in case of Excluded Events) equal to 1/30th of the Monthly Recurring Fees for Disaster Recovery Service.
- 17.4. For the purpose of determining whether a Disaster Recovery Service Degradation has occurred, Leaseweb’s monitoring data shall be binding.
- 17.5. Service Credits for Cloud Console Service Degradation, Cloud Platform Degradations or Disaster Recovery Service Degradations in connection with the same incident shall not be cumulative, but Customer will be entitled to the highest of such Service Credits.
- 17.6. The maximum total amount of Service Credits that Customer may be eligible in a particular month for Cloud Console Service Degradation, Cloud Platform Degradations or Disaster Recovery Service Degradations, shall be limited to 50% of the Customer’s Monthly Recurring Fees for Cloud for the respective month.

**18. GENERAL**

- 18.1. For the purpose of determining whether a Cloud Platform Service Degradation, Cloud Console Service Degradation and/or Disaster Recovery Service Degradation has occurred, Leaseweb’s monitoring data shall be binding.
- 18.2. All Platform Tests, Cloud Console Test or Disaster Recovery Test Transactions that have failed as a result of one or more Excluded Events shall be disregarded when determining whether a Cloud Platform Service Degradation, Cloud Console Service Degradation or Disaster Recovery Service Degradation respectively has occurred.
- 18.3. Customer shall be solely responsible for the maintenance and support of the CloudStack Container Service which is part of the Private Cloud Resource Pool.
- 18.4. Service Credits for Cloud Console Service Degradation, Cloud Platform Degradations and Disaster Recovery Degradation in connection with the same incident shall not be cumulative, but Customer will be entitled to the highest of such Service Credits.
- 18.5. The maximum total amount of Service Credits that Customer may be eligible to in a particular month for Cloud Platform Service Degradations, Cloud Console Service Degradations and Disaster Recovery Service Degradation, shall be limited to 50% of the Customer’s Monthly Recurring Fee for Cloud for the respective month.

**CHAPTER H. CYBERSECURITY SERVICES**

**19. DDOS IP PROTECTION SUPPORT REQUEST SEVERITIES**

- 19.1. When submitting a Support Request, Customer is responsible for setting the initial severity level in accordance with the severity table below. The incident severity determine Leaseweb’s estimated Response Time.

**Table 9:** DDOS IP Protection Initial Response Time

| SEVERITY | DEFINITION   | INITIAL RESPONSE TIME   |
|----------|--|-------------------------|
| High     | any Service Disruption where the DDoS IP Protection Service is significantly impaired or unavailable, either resulting in the Protected Services being blocked or in mitigation (detection, scrubbing, null-routing) not functioning correctly. For Customers using the “Customized” or “Always-on” option, this includes situations where a DDoS attack is ongoing which is not effectively mitigated and for which manual intervention is requested. | 1 hour, 24 x 7          |
| Medium   | any Service Disruption where Customer experiences a repeatable inability to use the DDoS IP Protection Service   | 2 hours, Business Hours |
| Low      | any Support Request that is a non-urgent matter, a Contract Modification request or an information request   | 1 day, Business Hours   |

**20. DDOS IP PROTECTION AVAILABILITY TARGET AND SERVICE CREDITS**

- 20.1. The monthly DDoS IP Protection Availability shall be 99.8% (“DDoS IP Protection Availability Target”).
- 20.2. In the event that in any calendar month, the DDoS IP Protection Availability is lower than the DDoS IP Protection Availability Target, Customer shall be eligible to receive a Service Credit (the “DDoS IP Protection Credit”) (except in case of Excluded Events). The DDoS IP Protection shall be equal to 2% of the Monthly Recurring Fee for DDoS IP Protection for the respective month for every 1% (or part thereof) that the DDoS IP Protection Availability falls below the DDoS IP Protection Target.
- 20.3. The maximum total amount of DDoS IP Protection Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Fee for DDoS IP Protection for the respective month.
- 20.4. Leaseweb will use all information reasonably available to it in order to calculate the Affected Customer Ratio during an Outage Period, including analysis of Service Data immediately prior to the Outage Period to estimate the ratio of a Customer’s visitors that were affected during an Outage Period at one or more Data Centers.

**CHAPTER I. POINT TO POINT CONNECTIVITY SERVICES**

**21. ETHERNET SERVICE AVAILABILITY TARGET AND SERVICE CREDITS**

- 21.1. The availability target (the “Ethernet Service Availability Target”) for the Ethernet Service shall be as follows:

**Table 10:** Ethernet Service Availability Target

| SERVICE                     | AVAILABILITY TARGET |
|-----------------------------|---------------------|
| Metro Ethernet services     | 99.8%               |
| Long-haul Ethernet services | 99.3%               |

- 21.2. In the event that in any calendar month, the Service Availability, is lower than the Ethernet Service Availability Target, Customer shall be eligible to receive a Service Credit (the “Ethernet Service Availability Credit”) (except in case of Excluded Events). The Ethernet Service Availability Credit shall be equal to 1% of the Monthly Recurring Fee for Ethernet Service for the respective month for every 0.1% (or portion thereof) that the Service Availability falls below the Ethernet Service Availability Target.



21.3. The maximum total amount of Service Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Fee for Ethernet Service for the affected the Ethernet Service for the respective month.

## 22. WAVELENGTH SERVICE AVAILABILITY TARGET AND SERVICE CREDITS

22.1. The availability target (the “Wavelength Service Availability Target”) for the Wavelength Service shall be as follows:

**Table 11:** Wavelength Service Availability Target

| <u>SERVICE</u>     | <u>AVAILABILITY TARGET</u> |
|--------------------|----------------------------|
| Wavelength Service | 99.3%                      |

22.2. In the event that in any calendar month, the Service Availability, is lower than the Wavelength Service Availability Target, Customer shall be eligible to receive a Service Credit (the “Wavelength Service Availability Credit”) (except in case of Excluded Events). The Wavelength Service Availability Credit shall be equal to 1% of the Monthly Recurring Fee for Wavelength Service for the respective month for every 0.1% (or portion thereof) that the Service Availability falls below the Wavelength Service Availability Target.

22.3. The maximum total amount of Service Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Fee for Wavelength Service for the affected the Wavelength Service for the respective month.

## CHAPTER J. LEASEWEB CLOUD CONNECT SERVICES

### 23. LEASEWEB CLOUD CONNECT TARGET AND CREDITS

23.1. The monthly Availability of Leaseweb Cloud Connect shall be as set forth in the table below (the “Leaseweb Cloud Connect Availability Target”).

**Table 12:** Leaseweb Cloud Connect Services

| <u>LEASEWEB CLOUD CONNECT</u> | <u>AVAILABILITY TARGET</u> |
|-------------------------------|----------------------------|
| Single Connection             | 99.0%                      |

23.2. In the event that in any calendar month, the Availability of Leaseweb Cloud Connect Services, is lower than the Leaseweb Cloud Connect Availability Target, Customer shall be eligible to receive a Service Credit (the “Leaseweb Cloud Connect Availability Credit”) (except in case of Excluded Events). The Leaseweb Cloud Connect Availability Credit shall be equal to 1% of the Monthly Recurring Fee for Leaseweb Cloud Connect for the respective month for every 1% (or part thereof) that the Leaseweb Cloud Connect Availability falls below the Leaseweb Cloud Connect Availability Target.

23.3. The maximum total amount of Leaseweb Cloud Connect Availability Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Fee for Leaseweb Cloud Connect for the respective month.

Any downtime caused by an incident on the infrastructure of the third party Cloud provider that can affect the Leaseweb Cloud Connect availability will be excluded from receiving a Service Credit, as being an Excluded Event.

## CHAPTER K. MULTI-CDN SERVICE LEVEL

### 24. SERVICE LEVEL TARGET

24.1. The Multi-CDN Service is built to achieve a 99,9% availability. Leaseweb shall, on a 24/7/365 basis, monitor the Multi-CDN Service by testing the availability and latency of a test file. This test file shall contain 10 kilobyte of text. Leaseweb shall ensure that this test file shall be stored on the Multi-CDN Service throughout the Term.

24.2. Every five (5) minutes Leaseweb shall test the availability and latency of the test file within the Multi-CDN Service by measuring the time it takes to request and subsequently receive the entire test file (each such test hereinafter a “Test Transaction”). A “Service Degradation” shall be deemed to have occurred if the Test Transaction is unsuccessful for two (2) consecutive Test Transactions.

24.3. For the purpose of determining whether a Service Degradation has occurred, Leaseweb’s monitoring data shall be binding.

24.4. Customer shall be solely responsible for the configuration of the Multi-CDN Services setup.

24.5. In the event that in any calendar month, the Multi-CDN availability is lower than 99,9% Customer shall be eligible to receive a Service Credit (the “Multi-CDN Availability Credit”) (except in case of Excluded Events). The Multi-CDN Availability Credit shall be equal to 2% of the Monthly Recurring Fee for the Multi-CDN Service for the respective month for every 1% (or part thereof) that the Multi-CDN Availability falls below 99,9%.

24.6. The maximum total amount of Service Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Customer’s Monthly Recurring Multi-CDN Fees for the respective month.

## CHAPTER L. SERVICE CREDIT REQUESTS

### 25. SERVICE CREDIT PROCEDURE

25.1. To initiate a claim for a Service Credit, Customer must contact Leaseweb’s customer support group within five (5) Business Days after the end of the month for which the Service Credit is requested. The Service Credit request must provide: (a) the Customer name and contact information; (b) the date and beginning/end time of the failed performance metric; (c) a brief description of the characteristics of the failed performance metric; and (d) the specific Leaseweb support ticket number(s) opened about the failed performance metric.

25.2. Leaseweb will notify Customer via email upon resolution of the request. If rejected, the notification will specify the basis for rejection. If

approved, Leaseweb will issue a Service Credit to Customer's account. This Service Credit will be credited on the next invoice issued by Leaseweb to Customer. Leaseweb's records and data shall be the basis for all calculations and determinations in respect of Service Credits.

- 25.3. To be eligible to receive Service Credits, Customer must cooperate in good faith with Leaseweb to trace the root cause of the event resulting in the failed Service Level.
- 25.4. No Service Credit shall be due in case the failed performance metric results from or is caused by Excluded Events.
- 25.5. Service Credits shall constitute Customer's sole and exclusive legal remedy against Leaseweb, and shall constitute Leaseweb's sole liability, in relation to, or in connection with, Service Disruptions or a failure by Leaseweb to meet the Service Levels set forth herein, and any such Service Disruptions or failure shall not be deemed to be a breach by Leaseweb.

## **CHAPTER M. LEASEWEB MANAGED KUBERNETES – BETA**

### **26. SERVICE LEVEL TARGET**

- 26.1 Leaseweb makes commercially reasonable efforts to provide a Service Level of 99.95% availability on the Kubernetes control plane and master nodes of the Leaseweb Managed Kubernetes Services during the Beta version. Leaseweb shall not be held liable for damages if this Service Level is not met. In this Beta, the management of (i) the Kubernetes control plane and (ii) the master nodes is included in the Service Fees.
- 26.2 Leaseweb will make commercially reasonable efforts and cannot guarantee the scalability of the worker nodes. Leaseweb shall not be held liable by Customer or any third parties for any damages as a result of not being able to scale the worker nodes as part of the Leaseweb Managed Kubernetes Service.