This document sets forth the policies and guidelines applied by Leaseweb in regard to its relationship with Customer, in particular, to clarify the manner in which the Services and Equipment may be used by Customer and what manner of use is considered unacceptable by Leaseweb ("Policies"). These Policies, as well as Leaseweb's Sales Terms and Conditions, Service Specifications, and Service Level Agreement, are also part of the Sales Contract and shall apply to the Services and any Equipment provided by Leaseweb.

CHAPTER A. INTRODUCTION

1. DEFINITIONS

1.1. In addition to the definitions set forth in the Sales Terms and Conditions, the Service Level Agreement and the Services Specifications, the following definitions shall apply:

Anonymous Proxy means a tool or instrument that accesses the Internet on a user's behalf via a proxy server.

Anonymous Proxy Provider means a business or organization that provides or makes available anonymous proxies as a service.

ARIN means the American Registry for Internet Numbers.

Authentification Details mean the logins, user identities, passwords, security questions, keys, tokens, URLs and other details which may be used to access the Service.

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

C3P means Canadian Centre for Child Protection Inc., the Canadian national charity for combating and preventing child abuse. C3P operates **Cybertip.ca**, as well as provide other intervention, prevention and education services.

CIRA means Canadian Internet Registry Authority, the foundation, incorporated under the laws of Canada, management of the .ca country code top-level domain (ccTLD) for Canada.

CASL means Canada's Anti-Spam Legislation and any regulations or changes promulgated thereunder.

Cybertip.ca means the Canadian national tip line for reporting the online sexual exploitation of children.

DDoS means Distributed-Denial-of-Service.

DNS means domain name system, which is a hierarchical and decentralized naming system for computers, services, or other resources connected to the Internet or a private network.

DoS means Denial-of-Service.

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

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

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

IRC means Internet relay chat.

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

Malicious Software means any type or form of malicious or hostile Software, including but not limited to computer viruses, worms, trojan horses, and spyware (*malware*).

NOC means Leaseweb's Network Operations Center.

Pentest Audit means the technical security audit performed by the Customer on the Leaseweb infrastructure provided that the technical security activities performed by the Customer fall within the permitted activities as stated in Clause 24 of these Policies.

PTR Record means a pointer record, which is a type of DNS record that resolves an IP address to a domain or host name.

rDNS means reverse DNS, which determines the domain name associated with an IP address. It is used to identify the name of the service provider assigned to an IP address.

Shipment means Customer's own package (including Customer's Equipment) shipped or transported by Customer's carrier to or from the Data Center. Customer is solely liable for its Shipments.

Shipping means any kind of transportation of Customer's Shipment, arranged by Customer's carrier via any type of modalities (air, railway, truck road, and vessel freight forwarding). Customer is solely liable for the Shipping.

Spam means sending unsolicited telecommunications that either: do not clearly comply with anti-spam and unsolicited telecommunications rules, including the law known as CASL and the Canadian Radio-television and Telecommunications Commission (CRTC) Unsolicited Telecommunications Rules (UTR) Sor, in Leaseweb's sole judgment, cause significant disruption or elicit complaints from other users. The sending of bulk unsolicited commercial email, and the use of automated dialers to make unsolicited promotional voice calls, are examples of such prohibited use.

TOR means the onion router, which is software for enabling anonymous communication that routes traffic through multiple anonymizing nodes**.**

TOR Exit Node means the final node that Tor traffic is routed through before it reaches its final destination.

VPN means virtual private network, which is a service that extends a private network across a public network and enables users to send and receive data across shared or public networks as if their computing devices were directly connected to the private network.

VPN Provider means a business or organization that provides VPN services.

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

2. GENERAL

2.1. Leaseweb aims to promote a high level of responsible behaviour in connection with the use of its Services, as well as, amongst others, the use of the Internet and the use of email. For this purpose, Leaseweb has created these Policies also referred to as Acceptable Use Policies.

2.2. All Customers must comply with the Leaseweb B2B Sales Contract Schedules including these Policies and Customer is required to ensure that its End Users are aware of and comply with the Policies, whereby Customer is fully responsible and accountable for its End Users compliant use of Leaseweb's Services, in addition to such End User individual liability, Customer can be held liable for all its End Users use of the Leaseweb Services. A breach of the Policies by an End User shall be attributable to Customer, and thus shall; also be considered a breach of the Policies by Customer. In accordance with article 12 of the Leaseweb Sales Terms and Conditions, upon a breach by Customer or End User, Leaseweb may suspend the provision of any of the Services, suspend Customer's right to access or use the Customer Portal and/or to suspend Customer's right to access to the Equipment or terminated the Sales Contract.

2.3. Leaseweb is entitled to issue updated versions and thereby amend the Policies. Such amendment applies to existing and new Sales Contracts for Services, unless Leaseweb states otherwise formally in writing. The amendments come into effect immediately after made available on Leaseweb's Website (https://www.leaseweb.com/en/about-us/legal/sales-contract) and are directly applicable for full binding effect, in deviation of Clause 2.3 of the Sales Terms and Conditions.

2.4 At all times, the Customer (and its End Users) shall comply with Leaseweb's KYC requirements to be determined at Leaseweb's sole discretion. This is required in order to ensure the good standing of the Customer, its business, ultimate beneficial owner(s), director(s), shareholder(s) and/or other related staff including compliance with export control restrictions and sanctions as part of Leaseweb's Acceptable Use Policy requirements. In case Leaseweb has reasonable doubts of Customer's good standing of its business and/or related staff and/or is subject to any export control or sanction locally or restriction globally, whatever the source is, Leaseweb is entitled to immediately suspend the Customer and terminate the Sales Contract and cease all Services, without incurring any liability for costs, expenses and damages as a result of the Customer's (and/or its End Users) non-compliance with Leaseweb's Acceptable Use Policy including Leaseweb's KYC conditions and/or the termination of the Sales Contract and ceasing of Services as notified by Leaseweb to Customer.

3. CONTACT PERSONS

3.1. Customer shall designate (i) contacts persons whom Leaseweb may contact at any time in connection with (suspected) violations by Customer or its End Users of the Policies, (ii) contact persons whom Leaseweb may contact at any time in the event of an Emergency.

3.2. Customer will provide to Leaseweb a means of contacting said contact person(s) at any and all times, and Customer shall ensure that the information set forth in the Customer Portal with respect these contact persons is and remains up to date.

4. AUTHENTICATION DETAILS

4.1. Some Services may only be accessible through the use of Authentication Details. Customer shall be solely responsible for the maintenance, security and use of its Authentication Details. All consequences and losses relating to the use of Customer's Authentication Details, whether or not Customer has authorized such use, shall be for Customer's sole account and its sole responsibility, including all business and communication conducted with Leaseweb through the use of its Authentication Details.

4.2. To the extent possible, Customer shall change its Authentication Details immediately upon receipt thereof by Customer, and Customer shall change the Authentication Details regularly thereafter. Customer will ensure that it will use best practices when generating Authentication Details.

4.3. If Customer knows or suspects that the security of its Authentication Details has been compromised, or that its Authentication Details have been misused, Customer must, as soon as possible, notify Leaseweb and immediately change its Authentication Details.

CHAPTER B. ACCEPTABLE USE POLICY

5. USE OF SERVICES

5.1. Customer represents, warrants and undertakes that it shall (and shall ensure that its End Users shall) only use the Services and Equipment:

a) for lawful purposes; and

b) in accordance with the Sales Contract, the Leaseweb B2B Sales Contract Schedules (consisting of the Sales Terms and Conditions, Policies, Services Specifications, Service Level Agreement) and all applicable laws (within or outside of Canada).

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5.2. Without prejudice to the law that applies to the Sales Contract, Customer acknowledges and agrees that Customer's use and its End User's use of the Services and Equipment needs to be compliant with (mandatory) laws of the Canada and the province of Québec as well as with other laws applicable to Customer or its use of the Services and Eqipment.

5.3. Customer shall refrain from any use of the Services and Equipment which may have an adverse effect on Leaseweb's good name or standing, or may cause damage to Leaseweb's business operations, or may subject Leaseweb to litigation, or may cause Leaseweb to be in breach of applicable laws.

5.4. Leaseweb prohibits the use of the Services and Equipment by Customer, End User or any other third parties for certain activites (such as hosting, storing, distributing, processing or otherwise making available), content and materials for the purposes of or relating to: (i) terrorism; (ii) threatening harm to persons or property or otherwise harassing behavior; (iii) compromising the security (or tampering with) system resources or accounts of other Customers or of any other Internet sites or intranet sites without proper authorization; (iv) violating local export control laws for Software or technical information; (v) the use or transmission or distribution of any data or material protected by Intellectual Property Rights without proper authorization; (vi) the manufacture or use or distribution of counterfeit, pirated or illegal software or other product; (vii) providing or offering compensation to End Users based on download volume, unless Customer knows – or has no reason to doubt – that such End Users are using Customer's services only for lawful purposes and for the distribution or dissemination of their own data or material, or of data or materials for which they have the proper authorization to distribute or disseminate the same; (viii) fraudulently representing products or services; (ix) Spamming, phishing, DoS attacks, DDoS attacks, DRDoS attacks, manipulating the transmission of data or installing computer programs on third-party systems without proper authorization; (x) uploading, storing, distributing or otherwise making available any content or materials that are prohibited or illegal in any relevant jurisdiction, including any defamatory materials or any obscene materials that contain, zoophilia, child pornography and virtual child pornography, and child erotica; (xi) intentionally accessing a computer system or Infrastructure structure component without authorization or exceeding authorized access levels thereof; (xii) distributing viruses or any other technologies that may harm Leaseweb or the interests or property of other Customers or other persons; (xiii) harvesting or otherwise collecting or using information about other Customers without authorization; (xiv) circumventing any measures used by Leaseweb to provide or manage the Services, or interfering with the functioning of the Services; (xv) activities that may result in the placement or inclusion on a Blacklist of Customer, Customer's IP address(es) and/or IP address(es) assigned by Leaseweb to Customer; (xvi) non-authorized scans and/or penetration testing and (xvii) facilitating, aiding, or encouraging any of the foregoing activities. Customer shall not (and shall ensure that its End Users shall not) use the Services for or in relation to any such prohibited activities.

5.5. Customer acknowledges that any use by Customer and/or its End Users of the Services in breach of the Acceptable Use Policy could subject Customer and/or its End Users to criminal and/or civil liability, in addition to other actions by Leaseweb outlined in Chapter G of the Policies and in the Sales Terms and Conditions.

5.6. Customer, and (in accordance with U.S. Affiliates Rule) on behalf of its ultimate beneficial owner(s), affiliate(s), branch(es), End-User(s) and its resident(s) in a certain country for which Customer will be held responsible and liable ("**Customer CS**") agrees to:

a) not to order, buy, use, (re)sell, (sub)license, export, re-export and/or transfer (in-country) in any way the following Services configurated with regulated GPUs (chips) from Leaseweb. Regulated GPUs mean the product, including hardware software and technology in any way directly or indirectly in breach of U.S. export control laws subject to U.S. Export Administration Regulations ("**EAR**") or any other related Bureau of Industry and Security ("**BIS**") rules listed as L4, L40, L40S, H100, H200, A100.

b) to not be directly and/or indirectly located in, and/or organized under the laws of specified countries referred to as Country Group D:1, D:4, D:5 and E (where by Hong Kong is included as part of China): Afghanistan, Armenia, Azerbaijan, Bahrein, Belarus, Burma, Cambodia, Central African Republic, China including Hong Kong, Democratic Republic of Congo, Cuba, Egypt, Eritrea, Georgia, Haiti, Iran, Iraq, Israel, Jordan, Kazakhstan, North Korea, Kyrgyzstan, Kuwait, Laos, Lebanon, Libya, Macau, Moldova, Mongolia, Nicaragua, Oman, Pakistan, Qatar, Russia, Saudi Arabia, Somalia, Republic of South Sudan, Sudan, Syria, Tajikistan, Turkmenistan, United Arab Emirates, Uzbekistan, Venezuela, Vietnam, Yemen, Zimbabwe as referred in the EAR Supplement No. 1 to Part 740 and any updates thereof ("**Prohibited Countries**").

c) Not to be qualified as military-End-User, and/or government End-Users (Part 772 EAR), or End-User of the Services for military purposes, including weapons of mass destruction ("**Prohibited Segments**").

d) not to order, buy, use, (re)sell, (sub)license, export, re-export and/or transfer (in-country) the Service in any way not use the Services for advanced computing integrated circuits (ICs) or similar functionality for development of semiconductors or supercomputers in abovementioned Prohibited Countries (Part 744 EAR).

5.7. In accordance with the applicable dual-use export control regulations, the Services shall only be used for civilian purposes, Customer CS warrants that it will not use the Services for military purpose, weapons of mass destruction, excluding any military-End-User(s), or government End-User(s) .

5.8. In accordance with the Affiliates Rule, Customer CS shall be subject to sanctions regimes of EU, the U.S. Department of Treasure Office of Foreign Asset Controls ("**OFAC**") including the Specially Designated Nationals List which contains the names of restricted individuals, entities and groups designated by OFAC, and shall be subject of Leaseweb's and Customer CS's own jurisdiction.

5.9. These Customer CS obligations are subject to the Customer Warranties of the Leaseweb Sales Terms and Conditions, as well as the KYC provisions in Clause 2 of the Policies and Leaseweb's rights and remedies for suspension and termination set out in the Leaseweb Sales Terms and Conditions.

5.10. License terms on regulated and/or non-regulated GPUs applicable to the Customer are set out in Clauses 41.6 – 40.9 of the Services Specifications.

5.11. Leaseweb maintains a Restricted Business Policy under which the sale, delivery or use of Leaseweb's services to Customer CS in or to the following jurisdictions is prohibited: Cuba, Iran, North-Korea, Syria, Russia, Belarus, Sudan, Myanmar, Venezuela, occupied regions of Ukraine (Crimea, Donetsk and Luhansk), in addition Leaseweb may restrict its services to what it deems to be high-risk countries ("Restricted Business"). Leaseweb reserves the right to reject, suspend or cancel any order or terminate any Sales Contract that directly or indirectly involves any of such Restricted Business.

6. ELECTRONIC MESSAGES / ANTI-SPAM

6.1. Customer may not (i) send electronic messages that in any way is or may be in breach of CASL, CRTC's UTR or applicable law; (ii) send or propagate Spam and shall not allow its End Users or third parties to send or propagate Spam via Customer's IP addresses; (iii) send, propagate, or reply to Mail Bombs and shall not allow its End Users or third parties to send or propagate Mail Bombs via Customer's IP addresses; or (iv) alter the headers of electronic messages to conceal Customer's address or to prevent receivers from responding to messages.

6.2. Customer shall refrain from any activities that may result in the placement of Customer or Customer's IP address(es) on a Blacklist. Leaseweb
reserves the right to charge Customer the Express Delisting Fees as stipulated on the UCEProtect website for Level 2 Listing of a Leaseweb's IP range(s) and/or Level 3 Listing of Leaseweb's ASN or four hundred Canadian Dollars (CA$ 400.--) per hour in consulting Fees for any remedial actions that Leaseweb elects to take in the event that, as a result of Customer's activities or Customer's end-user(s), Leaseweb's servers or IP address(es) are placed in any third-party filtering software or Blacklist or the Leaseweb's IP range(s) and/or ASN are placed on the UCEProtect Blacklist.

6.3. Bulk messages are only permitted if either (i) Customer has obtained the explicit consent of each of the recipients via opt-in, or (ii) applicable law permits the sending of such messages with implied consent or without the recipients' consent. Customer is obliged to offer in each electronic message, an easily accessible functioning unsubscribe mechanism, and Customer shall promptly cease sending electronic messages to a recipient after the recipient has unsubscribed, but in any case shall cease within the period of time required by applicable law.

7. INTERNET USE

7.1. Customer is prohibited from posting or transmitting unlawful material on or via the Internet or the World Wide Web.

7.2. Leaseweb is entitled to actively block ports or IP addresses for the Network, in the event that such is – in Leaseweb's reasonable view – necessary to preserve or protect the security and performance of the Network or the Internet or the World Wide Web. An overview of the blocked ports or IP addresses may be requested in writing by Customer from Leaseweb.

7.3. Without prejudice to the generality of Section 7.2 of the Acceptable Use Policy, Leaseweb shall in any event actively block the following ports for its Network: (i) UDP/137 – Netbios; (ii) UDP/139 – Netbios; (iii) TCP/135 till 139 – Netbios; and (iv) TCP/445 – Smb and (v) Protocol UDP port 11211 – Memcache.

7.4. If Leaseweb reasonably suspects or has knowledge of the fact that Customer is being subjected to a DoS attack, DDoS attack, DRDoS attack or another attack and (in Leaseweb's reasonable opinion) such attack negatively affects the Infrastructure, Leaseweb shall be entitled to immediately block access to Customer's Infrastructure. In the event that Customer is subject to repetitive attacks, and Customer does not successfully take adequate measures to prevent that future attacks may negatively affect Leaseweb's Infrastructure, then Leaseweb shall be entitled to immediately terminate the Sales Contract by sending a written notice to Customer.

8. IRC USE

8.1. Customer is prohibited from posting or transmitting inappropriate material via the use of IRC or to otherwise use IRC in a manner that is in breach of the Acceptable Use Policy. For the purpose of this Section, prohibited use of IRC include so called 'eggdrops' and 'psybnc shell hosting'.

8.2. Without the prior written consent of Leaseweb, which Leaseweb may grant or deny in its sole and absolute discretion, Customer is prohibited from hosting an IRC server, regardless whether it concerns a stand-alone IRC server or an IRC server that connects to global IRC networks.

9. USE OF THE CUSTOMER PORTAL

9.1. Subject to the terms of use applied from time to time by Leaseweb, and subject to the provisions of the Sales Contract, and Customer's compliance therewith, Leaseweb will grant a non-exclusive, non-transferable, non-assignable, non-sublicensable and royalty free right to use the Customer Portal during the Term. Use of the Customer Portal by or on behalf of Customer shall be at Customer's risk and responsibility.

9.2. Customer shall observe each and any instruction of Leaseweb regarding the use of the Customer Portal.

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

10.1. Customer shall comply with the policies, guidelines, terms and conditions applied from time to time by the organisation or entity which is responsible for the management (registration and/or distribution and/or giving into use) of an (Internet) domain, such as – for example – ICANN.

10.2. Customer shall comply with the policies, guidelines, terms and conditions applied from time to time by the organisation or entity which is responsible for the management (registration and/or distribution and/or giving into use) of IP addresses and AS numbers, i.e. the regional Internet registries of CIRA.

11. RESTRICTIONS ON USE OF SHARED WEB HOSTING SERVICES

11.1. Customer may not:

a) use the Shared Web Hosting Services in a manner that may interfere with or otherwise disrupt services to other customers of Leaseweb or Leaseweb's infrastructure or that may cause an Emergency;
b) exceed the Shared Web Hosting Services limits, such as allotted diskspace or bandwidth;
c) run scheduled tasks, such as cron entries, with intervals of less than fifteen (15) minutes;
d) run stand-alone, unattached server side processes or deamons on the Shared Web Hosting Platform;
e) send more than 3 emails per minute/180 emails per hour; and/or
f) use Shared Web Hosting Services for hosting Mailer Pro, Push button mail scripts, proxy scripts/anonymizers, autoSurf/PTC/PTS/PPC sites, spiders, crawlers, indexers, banner-ad services (commercial banner ad rotation).

11.2. If Leaseweb detects failed login attempts to the Shared Web Hosting Service, it may, without notice and without any liablity or further obligations of any kind, ban network access from the source of those failed attempts.

CHAPTER C. ABUSE COMPLIANCE POLICY

12. ABUSE HANDLING REQUIREMENTS

12.1. In connection with the use of Leaseweb Services, Customer shall adopt and apply an abuse handling procedure which is compliant with the Policies, with the law that applies to the Sales Contract and with any other law applicable to Customer.

12.2. Customer shall log (date and timestamp) each Abuse Notification (as defined below) received by Customer from Leaseweb and from third parties, including the nature of the notification (e.g. copyright infringement), as well as Customer's response to such complaint, and the moment that Customer deems the Abuse Notification to be resolved.

12.3. Customer shall maintain the log with respect to each Abuse Notification for a minimum of three (3) years after the date that Customer deems such Abuse Notification to be resolved. Customer will provide Leaseweb with a copy of its Abuse Notification log, upon Leaseweb's request.

12.4. Customer shall ensure the availability of sufficient and properly trained personnel to ensure that Customer's End Users comply with the Policies in order to apply Customer's abuse handling procedure, and to handle the volume of abuse notifications that arrive without backlogs.

12.5. If a Customer is a VPN Provider or Anonymous Proxy Provider, Customer shall be obliged to comply with the following requirements in connection with the use of the Services:

a) Customer's company information must be visible and available on its website (including a publicly-available email address for abuse handling purposes and copyright-related complaints),
b) Customer shall enter into an user-agreement with its End Users that shall include provisions to ensure an End User's compliance with applicable law, including but not limited to intellectual property law, and with the Policies,
c) Customer shall maintain accurate rDNS/PTR records containing Customer identifying information for all IP addresses that are used by Customer and/or its End Users to to provide VPN / Anonymous Proxy services,
d) when requested by Leaseweb at Leaseweb's sole discretion, Customer shall provide the relevant information required for Leaseweb to update Leaseweb rWHOIS records with the correspondent regional IP address registry, within a reasonable time as indicated in the request,
e) Customer shall comply with the repeat infringer policy in Section 14,
f) Customer shall implement and apply reasonable measures to prevent an End User -that has been terminated for repeat-infringement- from recommencing the use of Customer's services or the use of the Services through or via Customer,
g) Customer shall implement and apply technical measures designed to inhibit non-compliant or infringing activities.

12.6. If a Customer is a Tor-Exit node Operator, Customer shall be obliged to comply with the following requirements in connection with the use of the Services: (i) Customer shall in any event actively close/block such ports that are generally known to be used or are generally associated with non-compliant or infringing activities, a list of which may from time to time be published by Leaseweb or provided to Customers, (ii) Customer's rDNS records shall start with 'tor.exit.node.', (iii) Customer shall add a working email address to the 'torrc' file to allow for direct contact with Customer if required by End Users or third parties.

13. ABUSE PROCEDURE

13.1. If Leaseweb is notified by a third party (including any law enforcement authority) of any (suspected) violation by Customer and/or the End User of the Acceptable Use Policy and/or any applicable law (an "**Abuse Notification**"), Leaseweb shall notify Customer hereof via email, or any other method of communication as Leaseweb deems appropriate and as permitted under applicable law.

13.2. Customer shall, within the response period or cure period set forth in Leaseweb's notification (the "Cure **Period**"), take remedial action to cure the violation and within the Cure Period inform Leaseweb of the actions taken by Customer.

13.3. In some cases, Leaseweb may grant Customer the option to contest the alleged violation by filing a counter notice (a "**Counter Notice**"). If Customer chooses to file a Counter Notice, Customer shall use the online form made available to Customer for this purpose. Leaseweb shall review the submitted information and may (in Leaseweb's sole discretion) decide to reject Customer's Counter Notice, and require Customer to take immediate remedial action, if, in Leaseweb's sole discretion, Customer's or the End User's content or actions are unmistakably unlawful and/or may subject Leaseweb to third party claims and/or litigation.

13.4. If Leaseweb does not reject Customer's Counter Notice, Customer shall, upon Leaseweb's request, provide a deposit or a bank guarantee or a parent guarantee or other security satisfactory to Leaseweb. The level of security will be determined by Leaseweb, at its sole discretion. The security is intended to cover Customer's obligations, and any claim of Leaseweb, under the indemnity specified in the Sales Terms and Conditions. Furthermore, in the event that Customer files a Counter Notice, Customer shall within two (2) days of its response to Leaseweb notify Leaseweb whether an attorney will be representing Customer and, if so, provide Leaseweb with his or her contact information.

13.5. Customer shall provide Leaseweb with all documents and information in connection with the Abuse Notification without cost and on first demand.

13.6. As a condition to the (continued) provision of Services and/or to resuming the provision of Services, Leaseweb shall be entitled to require Customer: (i) to execute a cease and desist declaration; and/or, as appropriate (ii) to confirm in writing that Customer's End User who was responsible for the violation, has been permanently excluded from using the Service.

14. REPEAT INFRINGERS AND LIVE VIDEO STREAMS

14.1. As part of its abuse handling procedure, Customer should make reasonable efforts to detect repeated attempts by its End Users to store or transfer or distribute - on or through Customer's services - (i) materials or data which violate or infringe the Acceptable Use Policies; or (ii) that Customer previously deleted or disabled following receipt of an Abuse Notification.

14.2. Customer shall immediately terminate the provision of service to an End User -and terminate an End User's access to the Services, in the event that such End User is discovered to be a repeat infringer or violator of the Leaseweb Acceptable Use Policies.

14.3. Customer shall, upon request, demonstrate compliance with the following requirements:
a) Confirm it has established and implemented its own repeat infringer policy;
b) Publish a publicly available statement or policy prohibiting use of its services to infringe copyright;
c) Publicly designate a copyright abuse agent (including a publicly available email address).

14.4. In the event Customer's services are repeatedly used for streaming of live video and/or audio, Customer shall offer an online take down tool to trusted third parties (or their agents) to allow them to immediately terminate live video streams which are infringing on the intellectual property rights of these trusted third parties.

CHAPTER D. FAIR USE POLICY

15. IP CONNECTIVITY

15.1. The IP Connectivity Service is provided for Customer's consistent, fair, and reasonable use.

15.2. Customer's use of IP Connectivity shall be deemed unfair and unreasonable, if Leaseweb determines (in its sole discretion) that Customer's actual or projected use of IP Connectivity exceeds, or is likely to exceed, the monthly Committed Bandwidth or Committed Data Traffic by more than 100%, and such use affects the provision of services by Leaseweb to other Leaseweb customers. If the Customer has not agreed to Committed Bandwidth or Committed Data Traffic, then for the purpose of interpreting this Clause 15.2 only, the Committed Bandwidth or Committed Data Traffic (as applicable) shall be deemed the lowest value of the Committed Bandwidth or Committed Data Traffic offered by Leaseweb for the respective Service.

15.3. Customer's use of IP Connectivity is deemed to be inconsistent, if Customer's use thereof results in irregular Bandwidth or Data Traffic usage patterns, either on a per server basis or as part of a group of Customer's servers/Instances.

15.4. Should Customer's Traffic pattern result in an ASN Destination Percentage for a certain ASN number higher than the percentages below (the "**ASN Threshold**"), then the Data Traffic or Bandwidth in excess of the ASN Threshold shall be charged at EUR 3,00 (three euro or an equal amount in local currency) per TB or EUR 0,75 (seventy-five euro-cents or an equal amount in local currency) per Mbps on top of the contracted rate.

Table 1: ASN Thresholds

ASN DESTINATION	REGION	ASN THRESHOLD
AS701 (Verizon)	US	10%
7922 (Comcast)	US	10%,
20115 (Charter)	US	10%
7018 (AT&T)	US	10%
AS9121 (Turktelecom)	EU	10%
AS3320 (DTAG)	EU	5%
AS3352 (Telefonica)	EU	10%
AS3215 (Orange)	EU	10%

16. DEDICATED EQUIPMENT

18.1 Dedicated Equipment is provided to Customer in private racks and shared racks. To protect the performance and integrity of the racks, Customer shall in respect of all Dedicated Equipment ensure that its consumption of electricity, network and the use of Dedicated Equipment resource including but not limited to storage devices, shall be fair and reasonable.

18.2 Customer's consumption of electricity, network and Dedicated Equipment resources shall be deemed not fair and not reasonable, if Customer's use exceeds the Basic Power (as agreed in the Contract Overview) or exceeds the intended use of network and Dedicated Equipment resource including storage devices in such a way that at Leaseweb's sole discretion it may affect the use of other Leaseweb's Customer in the shared rack and performance of other Infrastructure in the racks, or exceed the intended use of Dedicated Equipment resources thereby greatly reducing its lifetime.

18.3 Dedicated Equipment in shared racks, is provided to Customer in a rack shared with other Leaseweb's Customers and therefore Customer's consumption of electricity exceeding the Basic Power may affect the performance such as latency, bandwidth and/or IOPS of the Dedicated Equipment in the shared racks. To protect the performance and integrity of the Dedicated Equipments, Customer shall ensure that its consumption of electricity, network and Dedicated Equipment resource shall be fair and reasonable.

17. CLOUD SERVICES

17.1. Compute Capacity of the Cloud Platform for the Public Cloud Services is provided to Customer on a shared basis. To protect the performance and integrity of the Cloud Platform, Customer shall, in respect of Public Cloud Service, ensure that its use of Compute Capacity shall be fair and reasonable.

17.2. Customer's use of Compute Capacity shall be automatically deemed not fair and not reasonable, if Customer's use exceeds Leaseweb's overbooking factor as determined in the Service Specifications in such a way that at Leaseweb's sole discretion it may affect the performance of other Infrastructure on the Cloud Platform.

17.3. Storage components of the Cloud Platform are provided to Customer on a shared storage system, and therefore Customer's use of the Cloud Services may affect the performance (such as latency, storage bandwidth and IOPS) of the storage system as a whole. To protect the performance and integrity of the Cloud Platform, Customer shall ensure that its use of the storage shall be fair and reasonable.

18. CLOUD STORAGE SERVICES

18.1. Leaseweb offers Cloud Storage Services, a Cloud Storage components of the Cloud Platform ("**Cloud Storage Services**"), with different storage types, storage capacity and performance tiers, differentiated on IOPS per volume and latency assigned to each tier. The Cloud Storage Services are provided to Customer on a shared storage system, and therefore Customer's use of the Cloud Storage Services may affect the performance (such as latency, storage bandwidth and IOPS) of the storage system as a whole. The IOPS per volume are based on a usage profile of 4K block size with 70/30 read/write use ("**Usage Profile**"), by default.

18.2. To protect the performance and integrity of the Cloud Platform, Customer shall ensure that its use of the Cloud Storage Service shall be fair and reasonable in line with its Usage Profile. Other Usage Profiles are supported by Leaseweb, but they may lead to different IOPS performance results.

18.3. Customer's use of the Cloud Storage Services shall be deemed unfair and unreasonable, if the Cloud Platform usage is consistently deviating from the Usage Profile in such a way that it affects the performance of the Cloud Platform as a whole, to be solely determined by Leaseweb at its sole discretion based on its own information and tools. Consistent deviating use that is deemed to be unfair and unreasonable will result in additional Fees.

19. VPS SERVICE FAIR USE

19.1. Compute Capacity of the Cloud environment for the VPS Services is provided to Customer on a shared basis with other customers of Leaseweb. In order to protect the performance and integrity of the Cloud environment Customer shall, in respect of VPS Service, ensure that its use of Compute Capacity shall be fair and reasonable.

19.2. Customer's use of compute capacity shall be considered unfair and unreasonable if the Customer utilizes the allocated compute capacity continuously exceeding reasonable usage of the shared environment. The Customer is using the shared environment in an unreasonable way if, in Leaseweb's sole discretion, it leads to the continuous high use of CPU usage and Service issues such as, but not limited to, CPU steal. In case a user exceeds fair usage, Leaseweb may apply CPU limitations to ensure equitable resource distribution.

19.3. Customer's use of bandwidth capacity shall be deemed unfair and unreasonable if the Customer continuously uses high amounts of data traffic leading to service issues with the VPS Service determined in Leaseweb's sole discretion. By adhering to this policy, Leaseweb can ensure that the shared network infrastructure performs optimally for the Customer. In case a user exceeds fair usage, Leaseweb may limit the use of data-traffic or suspend the use of the service.

20. SHARED WEB HOSTING SERVICE

20.1. Leaseweb's Shared Web Hosting Platform is being made available to Customer on a shared basis. To protect the performance and integrity of the Leaseweb Shared Web Hosting Platform, Customer shall ensure that its use of Shared Web Hosting Services shall be fair and reasonable.

20.2. Customer's use of the Shared Web Hosting Services shall be deemed unfair and unreasonable, if:

a) Customer uses the Shared Web Hosting Services in such a way that (at Leaseweb's reasonable discretion) it affects the performance of the Shared Web Hosting Platform or causes an Emergency;
b) the database size exceeds the total disk space allotted to Customer on the Shared Web Hosting Platform by 30%;
c) IMAP exceeds 5 connections per IP address;
d) twenty-five percent (25%) or more of the system resources are being used in connection with Shared Web Hosting Services for longer than ninety (90) seconds at a time. Activities that could cause this excessive use include, but are not limited to, CGI scripts, FTP, PHP, HTTP; and/or
e) Customer is running any MySQL queries longer than twenty (20) seconds. MySQL tables should be indexed appropriately.

21. MULTI-CDN

21.1. The Multi-CDN Service is provided for Customer's consistent, fair and reasonable use.

21.2. Data Traffic Limits: Leaseweb reserves the right to limit the amount of Leaseweb Shield CDN Data Traffic passed through the Leaseweb Shield CDN to ensure the stability and reliability of our Network. If a Customer's Shield CDN Data Traffic exceeds 5% of the Monthly Committed Data Traffic, Leaseweb may (i) limit Customer's Leaseweb Shield CDN Traffic, (ii) purge the cache on Leaseweb Shield CDN AND/or (iii) disable Customer's Leaseweb Shield CDN setup to prevent disruption of other Customers' Multi-CDN Services.

21.3. Object size: Customer agrees and acknowledges that the Multi-CDN Services Fees are based upon an average object delivery size of 32KB or larger per HTTP/HTTPS request. Leaseweb reserves the right to charge Customer an additional Fee per 10.000 HTTP/HTTPS requests for Data Traffic with an average object of less than a 32KB.

21.4. The usage of the Leaseweb Shield CDN by Customer as a storage service is strictly prohibited.

21.5. The usage of the Multi-CDN Service by Customer shall be deemed inconsistent, unfair and/or unreasonable in the event (i) Customer exceeds the Leaseweb Shield CDN Traffic limits in Clause 15.2, or (ii) Customer's average object size is less than 32KB, and/or (iii) the Leaseweb Shield CDN is being used as a storage service.

21.6. In the event Leaseweb determines in its sole discretion, that Customer is not using the Multi-CDN Service in accordance with this Multi-CDN Fair Use Policy, Leaseweb shall be entitled to immediately impose limits on of the Data Traffic the Customer may transmit/receive through the Multi-CDN Service without any prior notice and Leaseweb shall be entitled to terminate the Multi-CDN Services.

CHAPTER E. SECURITY POLICY

22. INFRASTRUCTURE CONFIGURATION

22.1. Leaseweb promotes a high level of responsible behavior in connection with the use of Leaseweb Services and requires that users of Leaseweb Services do the same. For this reason, Leaseweb has established information security requirements for all Leaseweb Services, including standards for the basic configuration of Infrastructure, the use of Authentication Details and the use of effective Malicious Software detection and prevention.

22.2. Customer is advised (i) to back-up (critical) data and system configurations on a regular basis and store such data in a safe place, and (ii) not to connect its Infrastructure via a wireless connection, (iii) to keep the Software operated or used on the Infrastructure up to date, and accordingly to install updates and patches on a regular basis without undue delay after becoming available, (iv) to operate and/or use adequate measures against Malicious Software on the Infrastructure.

23. MONITORING / REPORTING

23.1. Customer shall implement logging and monitoring measures for security-related events.

23.2. Customer shall immediately report to Leaseweb's NOC any security-related event that may materially impact Leaseweb's Infrastructure, Leaseweb's organisation or Leaseweb's provision of services to other customers. Customer shall make the log in relation to such event immediately available to Leaseweb upon Leaseweb's request, and shall follow any directions given by Leaseweb's as may be required to contain or correct the event.

24. PENTEST AUDIT

24.1. Customer is allowed to perform a certain Pentest Audit on Leaseweb's Equipment provided that the conditions set out in this Clause 24 are met. The number of Pentest Audit allowed shall be limited to a maximum of one time per month.

24.2. Permitted activities under a Pentest Audit include (i) testing of Customer's web applications, (ii) vulnerability scanning, (iii) fuzz testing of the Services, (iv) port scanning of the Services, (v) PCI-DSS compliance testing, (vi) testing of Customer's security monitoring and detections.

24.3. Prohibited activities under a Pentest Audit include but are not limited to the followings: (i) tests on other Customers' Services, (ii) direct tests on shared network infrastructure, (iii) tests on shared virtual infrastructure, (iv) tests on shared webhosting, (v) DoS tests, (vi) phishing or other social engineering attacks against Leaseweb employees.

24.4. Customer shall bear all the costs related to the Pentest Audit. Customer shall be solely liable for its auditor's activities towards Leaseweb and third parties. When performing the audit, the Customer's auditor shall act responsibly, with due diligence and observe a duty of care with respect to Leaseweb and its business. Customer's auditor will under no circumstances perform activities that are generally known or suspected to cause damage to the Service provided by Leaseweb and its Customers, or an interruption, suspension or degradation in the provision of one or more Services provided by Leaseweb to its Customers.

24.5. Customer shall (i) indemnify and hold Leaseweb harmless against all actions, losses, costs, damages, awards, expenses, fees (including legal fees incurred and/or awarded against Leaseweb), proceedings, claims or demands due to tests performed by the Customer's auditor, (ii) provide, at the Customer's sole expense, Leaseweb with full authority, information and assistance as is reasonably necessary for the defense, compromise or settlement of such claim; and (iii) 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 the test(s) by the Customer's auditor had not occurred.

24.6. If during the Pentest Audit Leaseweb's Equipment and/or environment becomes unstable, the Customer's auditor shall be obligated to immediately stop all auditing activities and contact Leaseweb at support@leaseweb.com.

24.7. If the Pentest Audit shows any results that might impact Leaseweb, the Customer shall be obligated to share these results with Leaseweb at support@leaseweb.com.

24.8. For approval of other technical security activities not mentioned in this Clause 24, Customer shall submit a request via e-mail to Leaseweb at support@leaseweb.com.

CHAPTER F. FACILITY OPERATIONS POLICY

25. INTRODUCTION

25.1. The Facility Operations Policy contains a code of conduct for the day to day operations – and the presence of Customers – at a Data Center.
25.2. Leaseweb has adopted the Facility Operations Policy for the security and safety of Customers, Customer's employees, Customer's (sub)contractors and/or the Infrastructure.

26. SHIPMENTS

26.1. Each Customer shall observe the shipping and receiving policies adopted from time to time by Leaseweb with respect to shipment of Equipment to and from the Data Center.
26.2. Customer shall notify Leaseweb of any intended shipment of its Equipment to the Data Center, at least two (2) business days before the intended delivery date of the Equipment. Such notification will be given by Customer by means of the shipment notification form available in the Customer Portal. In relation to administrative activities performed by or on behalf of Leaseweb in connection with such shipment, Leaseweb shall be entitled to payment by Customer of a shipment charge in the amount of: (i) seventy Canadian Dollars (CA$ 70.--), in the event that Customer has timely notified Leaseweb of the intended shipment; or (ii) three hundred and forty Canadian Dollars (CA$ 340.--), in the event that Customer has not notified or has not timely notified Leaseweb of the (intended) shipment.
26.3. All costs related to Customer's shipments of Equipment to or from a Data Center shall be at Customer's cost and expense.
26.4. Customer shall be responsible for cleaning up and disposal of all materials and Equipment used for the shipping of Customer's Equipment. Customer shall ensure that such shipment material is removed from the Data Center on the same day as the date of delivery. If Customer does not comply with this provision, Leaseweb shall charge a clean up fee to Customer.
26.5. Customer shall use its own company name and Business information as receiver/importer reference for any Customer or Customer third party supplier's initiated shipment, import and/or transport and customs documentation for any packages or letters to the Data Center for receipt by the Customer. All packages sent by Customer and/or by a Customer engaged third-party supplier to Customer at the Data Center shall be at Customer's own risk and expenses and Customer has the duty to fill properly fill out and submit all transportation and customers documentation accordingly. It is prohibited for the Customer to list or mention Leaseweb as receiving or importing party for such Customer or Customer third party supplier initiated Shipments. Leaseweb is not responsible for Customer's or Customer's Supplier initiated shipments to or from the Data Center. For the avoidance of doubt: Leaseweb cannot be used as importer of records by Customer of its Customer engaged third party supplier. Customer shall be solely and fully responsible for the compliance with any customs, export and import regulations.
26.6. The conditions of Packing Support in relation to transportation of Customer's Equipment from Leaseweb's Data Center are set out in Clause 15 of the Service Level Agreement.

27. PHYSICAL STORAGE

27.1. Data Centers have little or no storage area. Leaseweb cannot assure the safety of and will accept no liability for Colocated Equipment that is not secured in the Housing Space or contained within the Data Center.
27.2. If Customer is not yet ready to install the Equipment, Leaseweb may require Customer to store the Equipment in a designated storage area at Customer's expense. In case the Equipment remains in such storage area for more than fourteen (14) calendar days Customer shall pay Leaseweb Fees for the storage of the Equipment.

28. CONDUCT AT DATA CENTER

28.1. With the exception of an Emergency, Customer with a 24/7 access card shall provde Leaseweb with at least one (1) hour prior notice for access to the Data Center and/or Housing Space, and Customer without a 24/7 access card shall provide Leaseweb with at least twenty four (24) hours' prior notice for access to the Data Center and/or Housing Space.
28.2. Customer shall identify itself at the reception of the Data Center by showing a valid ID (Driver's license, Passport, or Country ID) and explain the purpose of its visit. Customer is required to sign in and out when entering and exiting the Data Center, whereby Customer shall indicate its time of entry and time of exit. The reception will hand over an access card. Customer shall at all times during the visit wear the access card which needs to be fully visible. Before leaving, Customer shall, at the reception area, hand in the access card; failure to do so may result in a Service Charge.
28.3. On a daily basis, Customer may allow a maximum of three (3) persons to access the Data Center. A Service Charge shall be due and payable by Customer for each person entering the Data Center, with the exception of a holder of a 24/7 access card or those persons who are accompanying such card holder of an access card. Only the first person will be charged. Access shall be charged on a thirty (30) minutes interval basis, with a minimum of one (1) hour.
28.4. Customer shall provide Leaseweb with a list of persons authorized for access to the Housing Space and Colocated Equipment, which Customer may amend from time to time upon written notice to Leaseweb. Customer shall be responsible for all persons who receive access on behalf of Customer.
28.5. Leaseweb may require, at its sole discretion, that a Leaseweb representative escorts any representative of Customer accessing the Data Center and/or Housing Space. Also, the house rules of the Data Center may provide that the owner or lessor of the Data Center may, under

certain circumstances, require that one of its staff escorts any representative of Customer who are accessing the Data Center and/or Housing Space.

28.6. If Leaseweb personnel provides an escort during Customer's access to the Data Center and/or Housing Space, such escort shall be considered an additional Service for which Leaseweb may charge Customer an additional Service Charge (escort charge) in addition to all escort charges imposed on Leaseweb by the Data Center owner. If a representative of Customer is accompanied by an escort provided by the owner or lessor of the Data Center while accessing the Housing Space, Customer shall pay Leaseweb all related escort charges that may be imposed on Leaseweb.

28.7. Customer shall (i) at all times, act in a professional manner, (ii) not interfere in any way with Leaseweb's use or operation of the Data Center or with the use or operation of any Equipment installed by other parties, including Equipment of other Customers. Should Customer require to (re)move or disconnect another party's Equipment to service its own Equipment, Customer shall contact Leaseweb and request Leaseweb's instructions prior to any such movement, removal and/or disconnection, taking into account a 48 hour notice period, (iii) refrain from operating any Equipment which may constitute a safety hazard, (iv) not perform any tests that may cause harm or damage to. or interfere with, the Leaseweb Network, the Housing Space and/or the Data Center, and (v) ensure that it closes doors after use, in order to maintain a closed and secure environment and thus ensuring an efficient environment for the fire protection system and climate control system, and (vi) lock the Rack before leaving. If in doubt, Customer shall consult the facility manager of the Data Center or, in the facility manager's absence. another employee of Leaseweb.

28.8. Leaseweb may at its sole discretion remove any of Customer's personnel or Customer's (sub)contractors or third party agents, if such person does not comply with any Leaseweb Policy, or any instruction provided by an employee of Leaseweb.

28.9. In case of an Emergency, such as a fire, which in general will be indicated by the sound (slow whoop) of an alarm system, Customer shall immediately evacuate the Data Center.

28.10. Smoking is prohibited in the entire Data Center. Eating and drinking is prohibited in the areas within the Data Center where the Housing Space and/or Equipment is located.

28.11. Within the areas where the Housing Space and/or Equipment is located, Customer shall refrain from any activity that may cause dust particles. One of the reasons for this prohibition, is that dust particles may set off the automatic alarm system. If in doubt, Customer shall consult the facility manager of the Data Center or – in the facility manager's absence – another employee of Leaseweb.

28.12. Unless expressly required under any (product)insurance warranty, Customer shall not bring any packaging material into the areas where the Housing Space and/or Equipment is located and any (card board) boxes shall be unwrapped by Customer in the loading bay area. Should Customer - in view of a (product)insurance warranty - require to bring packaging material into the areas where the Housing Space and/or Equipment is located, it will notify Leaseweb thereof in advance. Leaseweb will then assign a member of its staff to accompany Customer during Customer's presence in the areas where the Housing Space and/or Equipment is located. Customer is under an obligation to remove all packaging material from the areas where the Housing Space and/or Equipment is located, within one (1) hour after entering the relevant area.

28.13. Customer shall immediately report any irregularities and/or alarms, noticed by Customer during its presence in the Data Center, to the facility manager of the Data Center or – in the facility manager's absence – another employee of Leaseweb.

29. EQUIPMENT REQUIREMENTS

29.1. Unless expressly agreed otherwise in writing by Leaseweb, all Equipment shall be installed and maintained by or on behalf of Customer in accordance with the following criteria: (i) Telecommunication lines shall be extended from an organized and protected distribution frame; (ii) Spare parts for the Equipment shall be kept within the confines of the Housing Space; (iii) AC and DC power distribution shall take place within the Housing Space, to the extent available; (iv) Equipment density shall be consistent with floor loading at the Facility; (v) All cables shall be tied and harnessed in an orderly fashion; (vi) Equipment shall be in full compliance with telecommunications industry standards and in accordance with Leaseweb's requirements and specifications; (vii) all Colocated Equipment and associated cabeling shall be installed in such a way that the related cabinet can be closed and locked; and (viii) Equipment shall comply with applicable laws, rules and regulations in the jurisdiction where located (including, but without limitation, Canada (including the Radiocommunication Act. CRTC Telecom Decision No 82-14, and Certification Standard CS-03), as amended from time to time.

29.2. Customer shall be expressly prohibited from installing any AC UPS Equipment in the Housing Space or at the Data Center in general.

29.3. Customer shall ensure that Equipment with AC power supplies have a power factor of 0.85 or higher.

CHAPTER G. INVESTIGATION AND ENFORCEMENT POLICY

30. INVESTIGATION

30.1. Leaseweb reserves the right to conduct an investigation, based on (i) suspected violations of the Policies; and/or (ii) (potential) security risks to its Infrastructure; and/or (iii) a valid request of the relevant (law enforcement) authorities.

30.2. As part of this investigation, Leaseweb may, acting reasonably (i) gather information from or about Customer; (ii) if relevant, gather information from a complaining party; and/or (iii) review and investigate Customer's security log referenced in Section 22. Customer is obliged to fully cooperate with any such investigations by Leaseweb.

31. LEASEWEB ACTION

31.1. To the extent legally required, Leaseweb is authorized to grant relevant law enforcement authorities access to Customer's content, information and/or Infrastructure, as well as any information gathered in the investigation conducted by Leaseweb under Section 28.1.

31.2. Upon request of a third party, Leaseweb shall be entitled to disclose identifying Customer information to such party in connection with a (suspected) breach of the Leaseweb Acceptable Use Policies to the extent required by law (to be determined in Leaseweb's discretion).

31.3. Leaseweb shall be entitled to take action, legal or otherwise, against Customer and/or and End User, in the event that the use of the Service by Customer or its End User(s), breaches the Policies, or Customer allegedly fails to comply with any obligation under the Policies. The appropriate action will be determined by Leaseweb, in its sole discretion, and may include: (a) suspension or termination of any or all of the Services in accordance with the Sales Terms and Conditions; (b) (selective) IP or port blocking; (c) reinstallation of the Services; (d) imposing limits on the use of Service (such as imposing limits on the speed of the data the Customer may transmit and/or receive with the Service); (e) restarting the Service, (f) blocking access at the router and/or switch level of Customer's Infrastructure; (g) denying Customer (physical) access to Infrastructure; (h) providing binding instructions to Customer in regards of the use of the Services, (i) changing or updating Customer PTR, rDNS or rWHOIS records; and/or and/or (j) placing files infected by Malicious Software in quarantine.

32. DISCLAIMER

32.1. Without prejudice to the above or any other provision of the Policies, Leaseweb does not (and does not intend to) review, monitor or control as a precautionary measure content sent or received by Customers using the Services. Leaseweb shall not be responsible or liable for the content of any communications that are transmitted by or made available to Customer or its End Users, regardless of whether they originated from the Network or the Services.

32.2. None of the provisions of this Chapter G or any of the other Chapters of the Policies shall in any way limit or prejudice any other rights or remedies Leaseweb may have.

CHAPTER H. DATA ACT (ONLY APPLICABLE TO CUSTOMERS ESTABLISHED IN THE EUROPEAN UNION)

33. SWITCHING PROCESS

33.1. Clauses 33.1 – 33.9 of these Policies are only applicable to Customers established in the European Union. Leaseweb shall cooperate with the Customer in good faith to make the switching process effective.

33.2. Leaseweb as service provider of the unmanaged IAAS delivery model without having access to the Customer's operating services, software and applications stored on Leaseweb's infrastructure as referred to in Articles 26 and 30 sub 1 of the Data Act, requires the Customer itself to enable its timely transfer of its Customer Data (during the Transition Period and in any case not later than the end of the Data Retrieval Period). Thereby Leaseweb shall maintain the continuity of the Services under the ongoing Sales Contract while the Customer is enabling such transfer of its Customer exportable data and digital assets.

33.3. As per Leaseweb's IAAS delivery model of Services, Leaseweb facilitates functional equivalence to take reasonable measures in its switching process for new Customers and Customers that submitted a Switching Request both aimed a minimum level of functionality of services before and after the switching process. In case Customer requests from Leaseweb Services of which the majority of main features need to be custom-built to respond to Customer's specific demands or where all components have been developed for Customer's purposes, Leaseweb's obligations on functional equivalence set forth in this Clause shall not apply.

33.4. Customers retain the right to access and retrieve the data generated through their use of the Service or any related Service in machine-readable formats.

33.5. For Leaseweb's adherence to the Data Act transparency obligations for the respective jurisdictions where the Leaseweb infrastructure is located in the European Union, Leaseweb makes refence to its Website (www.leaseweb.com/en/about-us/legal/sales-contract) where the printable, downloadable versions of the Sales Contacts in full transparency are made available to the Customer prior to ordering the Services. This Website is listed in the Sales Contract.

33.6. In addition to this Clause of the Policies for the switching process under the Data Act, the applicable rights and obligations of Leaseweb and the Customer are further described in Clauses 10.5, 21.6-21.11 and 22.10 of the Sales Terms and Conditions.

34. DATA ACT TERMS

34.1. Clauses 34.1 – 34.2 of these Policies are only applicable to Customers established in the European Union. With respect to the transparency obligations set out in the Data Act Leaseweb refers to Clauses 8 and 28 of the Sales Terms and Conditions covering (i) the jurisdiction where Services are deployed; and (ii) information on the technical and organizational measures adopted by Leaseweb in relation to international governmental access or transfer of non-personal data (Article 28 of the Data Act on contractual transparency obligations on international access and transfer). For further information please visit https://www.leaseweb.com/en/about-us/legal/sales-contract; https://www.leaseweb.com/en/about-us/legal/personal-data-protection-acts; https://www.leaseweb.com/security-certifications.

34.2. As a rule Services are not considered to qualify as "connected product" and "related service" under the Data Act. However, to the extent that Services can be considered as "related service", as defined in the Data Act, information on such "related service" is deemed provided through the Customer's use of and access to the Services.

CHAPTER I. DATA LOCALIZATION AND DATA SOVEREIGNTY

35. DATA LOCALIZATION

35.1. Leaseweb's infrastructure is physically located in Canada at the following locations subject to the local jurisdiction and applicable laws of the province of Québec and the laws of Canada:

a) 20 Place du commerce, Nuns' Island, Montréal (Québec) Canada H3E 1Z6 (MTL-01(MCO) Data Center) ;
b) 7207 Boulevard Newman, LaSalle, QC H8N 2K3, Canada (MTL-02 (MNE) Data Center); and
c) 5945 Couture blvd. Montréal (Québec) Canada H1P 1A8 (MTL-03 (MCL) Data Center).

35.2. For Colocation services, where multiple local Data Center locations are available, the Data Center location of Customer's Colocation Equipment is determined by the Customer.

36. DATA SOVEREIGNTY

36.1. For the purpose of maintaining data sovereignty, where Customer data is processed and stored by Leaseweb, such processing and storage occurs only in Data Center(s) located in Canada, subject to the laws of Québec and the laws of Canada.

CHAPTER J. TECHNICAL AND ORGANIZATIONAL MEASURES ("TOMS")

37. TECHNICAL AND ORGANIZATIONAL MEASURES - GENERAL

37.1. Leaseweb has implemented the technical and organizational security measures following among other the specific requirements under the EU GDPR. In view of the EU GDPR, Leaseweb has taken and will maintain the appropriate technical and organizational security measures for protection of the security, confidentiality and integrity of (customer's) Personal Information as described below.

37.2. Leaseweb not only assures a level of security but also of cybersecurity and business resilience which follow from Leaseweb obtaining the following certifications and assurance reports: ISO 27001, SOC1, PCI DSS.

37.3. The relevant security certifications of Leaseweb's Data Center providers are listed on the Website available via the following link: https://www.leaseweb.com/en/why-leaseweb/platform/data-centers.

38. TECHNICAL MEASURES

38.1. Leaseweb has implemented the following technical measures:

a) **Data Encryption:**
- Full disk encryption of all Leaseweb managed employee endpoints (data at rest).
- Leaseweb has strong cryptography & security protocols with respect to data transmission via TLS or VPN (data in transit).

b) **Access Controls:**
- Access permissions based on least-privilege and need-to-know.
- Leaseweb has policies and procedures in place for on- and offboarding of Leaseweb employees with regards to access management.
- Robust authentication and password related policies are in place and monitored.
- Tools are made available to enable Leaseweb employees to work securely (such as password manager, VPN client, endpoint protection on all Leaseweb employee endpoints).

c) **Secure Development:**
- Code changes require a six-eyes principal.
- (Security) Configuration of servers is based on infrastructure-as-code where possible.

- All development teams are audited by the Leaseweb's security team twice a year based on a security maturity model.
- Segregation between development, test and production environments.
- Version control on Leaseweb's codebase.

d) **Network Security:**
- Network segmentation on Leaseweb's internal networks.
- Firewalls are used in Leaseweb's internal network.
- Intrusion detection systems are used within Leaseweb's internal network.

e) **Vulnerability Management:**
- Anti-virus software with EDR capabilities is installed on every Leaseweb employee endpoint to detect and stop the abuse of vulnerabilities.
- Vulnerability monitoring, pentesting and red-teaming exercises are performed.

38.2. Leaseweb may update these measures from time to time to adapt to evolving threats and technologies.

39. ORGANIZATIONAL MEASURES

39.1. Leaseweb has implemented the following organizational measures:

a) **Information Security Governance:**
- Leaseweb operates an Information Security Management System ("ISMS"), conforming to the ISO 27001standard.
- This ISMS is audited on an annual basis by internal as well as external auditors.
- Periodic contact with interested parties, such as security service providers, government and peer organisations to exchange threat intelligence and vulnerability information.
- Leaseweb has a dedicated IT Security department.

b) **Data Deletion:**
- Wiping of Leaseweb equipment in use by Customer after termination of the Sales Contract.
- Physical destruction of broken hard drives.
- Secure paper disposal facilities are available.

c) **Employee Training:**
- Leaseweb employees have periodic mandatory security awareness training with varying topics including privacy awareness.
- Periodic phishing simulations for all Leaseweb employees.

d) **Risk management:**
- Security risk assessments are performed on a periodic basis.
- A security risk register is maintained and updated.

e) **Vendor Management:**
- Data centers and offices are secured to prevent unauthorized access.
- Periodic vendor screening to evaluate and manage risks related to existing and new vendors.

f) **Physical Security:**
- Data centers and offices are secured to prevent unauthorized access.:
- Periodic reviews of physical security authorizations.

g) **Documentation and Record-Keeping:**
- Leaseweb maintains records of security policies and procedures.
- Records are kept in our internal documentation and are updated periodically.

h) **Continuous Monitoring of Leaseweb's internal IT environment by:**
- Security information and event management ("SIEM") tooling
- A third-party Security Operating Center ("SOC") that monitors the internal IT environment.

i) **Audits and certifications:**
- Internal auditing: Leaseweb performs internal audits on security related controls on a yearly basis.
- External auditing:
  - PCI-DSS 4.0 certified, and
  - ISO 27001:2022 certified.

39.2. Leaseweb may update these measures from time to time to adapt to evolving threats and technologies.

CHAPTER K. LEASEWEB'S SUB-PROCESSORS LIST

40. SUB-PROCESSORS ENGAGED BY LEASEWEB

40.1. Leaseweb may engage Sub-Processors for the delivery of the Services, including affiliates and third parties. The type of Services provided to Customer determines the relevant Sub-Processors used for the performance of the Services.

40.2. Leaseweb engages the following Sub-Processors for all Services:

Affiliate Sub-Processor	Purpose	Location
Leaseweb Global B.V. Address: Hessenbergweg 95, 1101CX Amsterdam	IaaS Service.	The Netherlands
Leaseweb Network B.V. Address: Hessenbergweg 95, 1101CX Amsterdam	This Affiliate entity of Leaseweb provides on request of Leaseweb certain network services.	The Netherlands