The Leaseweb B2B Sales Contract Schedules, consisting of these Leaseweb's B2B Sales Terms and Conditions, Services Specifications, Service Level Agreement and the Policies, shall apply to all Quotations, Orders, Sales Contracts, Services, Tests, Trial Periods and any other contracts and/or legal relationships between Leaseweb and Customer. The applicable version of the binding Leaseweb B2B Sales Contract Schedules as part of any Sales Contract are available and can be downloaded from the Leaseweb's website at: https://www.leaseweb.com/legal/sales-contract. Leaseweb expressly rejects the applicability of Customer's or third party terms and conditions.

1. DEFINITIONS

The Leaseweb B2B Sales Contract Schedules consisting of the Leaseweb B2B Sales Terms and Conditions, the Sales Master Service Agreement (if concluded), the Services Specifications, the Service Level Agreement, and the Policies, as well as the Order, Quotation, Sales Contract and Contract Overview, the following definitions shall have the following meanings:

Affiliate means, with regard to any entity, any other entity that (directly or indirectly) Controls, is Controlled by, or is under common Control with such entity.

API means the application programming interface (or similar technology), through which Customer can access or communicate with Leaseweb and/or Leaseweb's Equipment.

Bandwidth means the amount of data that is be carried from one point to another in a second, expressed in bits per second (bps).

Basic Power means the limit that has been set for Customer's use of electricity, on the basis of the Services Specifications, as specified in the Contract Overview measured in amperes.

Beta means a production ready Service delivered by Leaseweb without any Service Levels and / or other liabilities, commitments being applicable. All Services provided in Beta are provided "as-is" and "as available" without any warranty of any kind. Such Test or Beta Test is offered and performed in order to verify and measure the proper performance of the Service to certain Customers at Leaseweb's sole discretion.

Billing Cycle means the frequency that Leaseweb sends the invoices to the Customer as part of the Sales Contract, deviations are subject to Leaseweb commercial conditions.

Business Day means Mondays to Fridays, with the exception of official federal holidays in The United States of America.

Business Hours means the period between 08.30 hours and 17.30 hours on a Business Day.

Cloud means servers that are accessed over the internet, and the software and databases that run on those servers. As Leaseweb is an online intermediary IAAS cloud service provider it does not have access to any Customer data or Customer content in the Cloud in accordance with Clause 7 of the Sales Terms and Conditions. Therefore, Leaseweb shall not be held liable for any Customer content transmitted over the Network by using the Services and/or by providing any of its managed Services.

Cloud Credit means full Discount received by the Customer on Leaseweb's Services part of the Cloud Credit Program according to the conditions set out in Clauses 4.8-4.12. Cloud Credits are issued at Leaseweb's sole discretion during a Trial Period.

Cloud Credit Program means the program offered by Leaseweb according to the terms set out in Clauses 4.8-4.12.

Colocated Equipment means Equipment owned by Customer that is from time to time installed by Customer at a Data Center pursuant to the Sales Contract.

Colocation Service means a non-exclusive right to install and retain the Colocated Equipment in the Housing Space, granted by Leaseweb to Customer with effect from the Delivery Date for the duration of the Contract Term.

Confidential Information means all information not publicly known used in or otherwise relating to the Sales Contract, the business or affairs of a Party or an Affiliate of such Party and disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by the Disclosing Party to the Receiving Party whether before or after the Contract Start Date.

Contract Overview means an order confirmation notification from Leaseweb to Customer made via email, through the Customer Portal or otherwise, to notify Customer that Customer's Order, or Sales Contract modification request issued by the Customer under Clause 5.1 has been formally accepted by Leaseweb and is thereby formally a Contract. The Contract Overview, also referred to as a Sales Contract, shall set out the Services and/or Equipment Customer purchased or leased from Leaseweb and the relevant Sales Terms and Conditions.

Contract Start Date means the date on which the Sales Contract becomes effective and the Contract Term commences, as specified in the Leaseweb's Contract Overview.

Contract End Date means the agreed last date of the Contract Term, including any tacit renewals.

Contract Extension Date means the date on which the Sales Contract renews and a new Contract Term commences by means of tacit renewal with an equivalent time period, unless cancelled in accordance with Clause 20.

Contract Term means the period for which the Sales Contract has been entered into as specified in the Order and confirmed in the Contract Overview that shall be automatically renewed by means of tacit renewal unless cancelled in accordance with Clause 20, starting on the Contract Start Date and ending on the Contract End Date. A Waiver Period shall only extend the Contract Term if such extension is explicitly stated in the Contract Overview and/or the Quotation ("**Combined Contract Term**"). For Waiver Period if a Combined Contract Term is not explicitly stated, the Contract End Date remains unchanged.

Control means the possession of power, directly or indirectly, to direct or cause the direction of the management and policies of an entity, whether through ownership of voting rights, by contract or otherwise.

Combined Contract Term means the Contract Term extended by the Waiver Period or Trial Period (if any). A Combined Contract Term always applies in case of a Trial Period. For Waiver Period the Combined Contract Term only applies if it is explicitly stated in the Contract Overview or the Quotation.

CPI means the US Consumer Price Index issued by the Bureau of Labor Statistics.

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

Customer Account means registration for the use of the Leaseweb Customer Portal by separate and independent access to Leaseweb (by using switching functionality) in the Customer Portal.

Customer Portal means the online services portal available at https://secure.leaseweb.nl/auth/customer/login for the sole purpose of executing the Sales Contract entered into by and between the Customer and Leaseweb, and therefore solely binding by and between the Customer and Leaseweb Sales Entity upon the consent and acceptance granted by the Customer for such limited and restricted use under the Sales Contract.
The Customer Portal and the Leaseweb website are subject to the Terms of Use. Please be referred to Clause 16.6.

Data Act, only applicable to Customers established in the European Union, means the Regulation (EU) 2023/2854 of the European

Parliament and the Council on harmonized rules on fair access to and use of data, of which Chapters 4 and 6 are specifically applicable to Leaseweb as unmanaged IAAS data processing services provider. Any reference to switching and Switching Request set forth in the Policies Chapter I and the Leaseweb Sales Terms and Conditions relating to the Data Act, shall not affect and be appliable to any other references to switching or switch used anywhere else in the Leaseweb B2B Sales Contract Schedules.

Data Center means a data center out of which or within which Leaseweb provides Services.

Data Center Agreement means any lease, license and/or other agreement executed by and between Leaseweb and a third party, pursuant to which Leaseweb is entitled to use a Data Center and to grant Customer a license to use the Housing Space within the Data Center.

Data Retrieval Period, only applicable to Customers established in the European Union, means the minimal data retrieval period of thirty (30) calendar days starting after the Transitional Period, as optional additional period upon Customer's Switching Request to enable the Customer for its timely transfer or erasure of its Customer exportable data and digital assets, in accordance with Clause 22.2 of the Sales Terms and Conditions. For the avoidance of doubt, the Sales Contract will terminate after the Data Retrieval Period.

Data Traffic means the sum of data that is transmitted to and from Customer's infrastructure, measured in Bytes.

Dedicated Equipment means any physical equipment (meaning Dedicated Server, switch, load balancer) located in a Leaseweb Data Center of which type, capacity and brand are selected by Customer, deployed in a Shared or Dedicated Rack and used by a single Customer indicated in the Order.

Dedicated Rack means a physical Rack hosting Dedicated Servers located in a Leaseweb Data Center and used by Leaseweb to a single Customer pursuant to the Sales Contract.

Dedicated Server means a physical server located in a Leaseweb Data Center of which type, capacity and brand are selected by Customer, deployed in a Shared or Dedicated Rack and used to a single Customer laid down in the Order.

Delivery Date means the date confirmed by Leaseweb in the Contract Overview, on which (i) Leaseweb enables Customer to use the Services for the first time, or (ii) in the case of a Colocation Services, Customer is entitled to install the Colocated Equipment at the Data Center, or (iii) Leaseweb delivers the Equipment that is leased or sold by Leaseweb to Customer.

Disclosing Party means the Party that discloses Confidential Information to the Receiving Party, as referred to in Section 24.

Discount means deduction of Fees for the percentage, amount and/or specific period during the Contract Term as specified by Leaseweb in the Contract Overview or the order confirmation. Leaseweb may grant Customer a Discount on the Service Fees, in case of pre-payment based on the Customer's chosen Billing Cycle.

Dispute means any claim, controversy, or dispute concerning questions of fact or law arising out of or relating to these Sales Terms and Conditions, Policies or the Sales Contract or the performance hereunder, or to the threatened, alleged or actual breach thereof including early termination of the Sales Contract ("**Customer Breach**").

Early Termination Fees shall mean the Fees Customer needs to pay in cases indicated in Clause 22.6 and 22.7 of the Sales Terms and Conditions. This covers (i) the entire amount of all outstanding Fees, and (ii) any other Fees including early termination fees and/or penalties (as referred to in the Data Act) imposed by Leaseweb onto the Customer, for which Customer needs to pay from the termination date up to the Contract End Date, also referred to as remaining total contract value.

Electricity Supply means the supply of electricity, which supplies will be charged by Leaseweb to Customer, measured in kWh.

Emergency means any situation which poses an immediate and material risk to: (i) a person or persons in connection with the Services; (ii) the Data Center; (iii) the provision of one or more of the Services; (iv) the Equipment; and/or (v) the provision of Services by Leaseweb to other customers.

End User means any client of Customer or other user of Customer's services, as well as any other person or (legal) entity who obtains access to Services via Customer.

Equipment means any equipment, including but not limited to: computer hardware, telecommunications hardware, Interconnection Points, accessories, attachments, Hard Disks, SSD's, alterations of and spare parts for that equipment.

Estimated Delivery Time means the timeframe specified in the Order, which will vary from the Contract Start Date and/or Delivery Date subject to the confirmation of Leaseweb.

Fees means the surcharges, Services fees, costs, prices and expenses payable under the Sales Contract by Customer to Leaseweb for the provision of Services and the same arising out of Customer's use of the Services, including recurring and non-recurring Fees, set out in the Services Specifications and the Contract Overview.

Force Majeure means any event outside the reasonable control of a Party affecting its ability to perform any of its obligations (other than the Customer's payment and financial obligations during the applicable Term) under the Sales Contract, including but not limited to: acts of God; acts of terrorists; acts of war; outbreak of hostilities; sabotage; civil disorder; riots; acts or demands of any (local) government or government agency; strikes or other labour unrest; fires; floods; earthquakes; storms; lightning, any interruption in the supply of electrical energy to the Data Center; restrictions related to an outbreak of disease (such as formally by local government and/or medical authorities established viruses; pandemics); epidemics; shortage of materials; unavailability or delay in delivery not resulting from the responsible Party's failure to timely place orders therefore; equipment failures; lack of or delay in transportation; failure of a third party to grant a required right-of-way permit, assessment or other required authorization; acts or omissions of vendors or suppliers; changes in law or government policy; and other unforeseeable circumstances, provided however that the Customer has no right to refer to Force Majeure for any event that: (i) the Customer could have reasonably known or been aware of prior to entering into a Sales Contract and could have been prevented by Customer's reasonable precautions or workarounds, or (ii) any labour problems or strikes relating to the workforce of Customer or its suppliers or subcontractors.

GDPR means Regulation 2016/679/EU of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Housing Space means the racks, footprints, cages, cabinets, suites and/or other areas, designated as such by Leaseweb within the Data Center or in such other places which Leaseweb may from time to time designate and specify in the Services Specifications or the Contract Overview.

Intellectual Property Rights means any patent, (software) copyright, trademark, trade name, business names and designations, service mark, moral right, database right, trade secret, knowhow and any and all other intellectual property rights whether registered or not or capable of registration and whether subsisting in the country of Leaseweb's principal place of business or any other part of the world together with any and all goodwill relating thereto.

Interconnection Point means a port on Leaseweb's switch and/or router and/or firewall and/or load balancer located in the Data Center, at which point the responsibility of the data stream transport is transferred from Leaseweb to Customer.

Leaseweb in relation to Service(s) and/or Equipment provided to Customer it means Leaseweb USA, Inc., a Delaware Corporation,

with its registered office at 9301 Innovation Drive / Suite 100, Manassas, VA 20110, the United States of America, a separate and independent IAAS hosting service provider also referred to as "Leaseweb Sales Entity and/or (Leaseweb) Sales Organization", executing its Sales Contract separately and independent from any other Leaseweb Sales Entity.

Maintenance means maintenance, repairs, modifications or upgrades performed by Leaseweb from time to time on the Network.

Maintenance Window means the timeframe in which Leaseweb schedules the performance of Maintenance. Unless specifically agreed otherwise in writing by the Parties, the Maintenance Window is every day, between the hours of 20:00 until 08:00 ET, whereby Leaseweb will preferably schedule Maintenance during the weekend between the hours of 01:00 until 06:00 ET.

Managed Service means for any Managed Service that Leaseweb does not have any technical capability, control and/or duty to access, filter and/or monitor any Customer data, nor does it have any technical capability, control and/or duty to remove, delete any Customer content or the end-user(s) of its Customer. Clause 7 and Clause 16.2 of the Sales Terms and Conditions and Chapter B and Chapter C of the Policies remain fully applicable to Managed Services.

Monthly Recurring Fee means the fixed recurring Service Fee invoiced by Leaseweb to Customer on a monthly basis for the applicable Service (as set forth in the Contract Overview).

Network means the network, which is comprised of all infrastructure Equipment (i. e Equipment that supports the flow and processing of information, including storage, servers and networking components) owned or leased by Leaseweb within each active Leaseweb POP or Leaseweb's Affiliates POP, all Leaseweb wiring within each active Leaseweb POP or Leaseweb's Affiliate's POP, power supplies owned or controlled by Leaseweb in each POP, and all circuits owned or leased by Leaseweb between active Leaseweb POPs and active POPs of Leaseweb's Affiliates. For the avoidance of doubt: the Network does not include Equipment owned, leased, or controlled by Customer, circuits or networks (including, without limitation, local access loops) between a Leaseweb POP and a Customer location or between Customer locations, interconnections between Customer's network and the Network, or any networks, network equipment, or circuits not owned or controlled by Leaseweb.

Notice means a message of one Party to the other Party in writing by registered post mail, email sent and received by a legally authorized representative of each of the Parties, or by courier or by regular post mail thereby taking into account that the Notice is deemed to have been delivered no earlier than five Business Days.

Order means the Customer request submitted to Leaseweb for certain Services by means of the Leaseweb webshop, Customer Portal or by means of the Quotation signed for acceptance by the Customer, both pending and subject to Leaseweb acceptance for order confirmation.

Parties means Leaseweb and Customer, each a "**Party**".

Payment Services Provider means a third party professional financial intermediary that facilitates payments from Customer to Leaseweb including credit card companies, banks and online platforms.

Payment Term means the invoices sent by Leaseweb to Customer are payable by Customer to Leaseweb within fourteen (14) days from the invoice date.

Personal Data as defined in the General Data Protection Regulation (GDPR) 2016/679/EU of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and in the applicable personal identifiable law.

Policies means the Sales Contract Schedules applicable to the Sales Contract including policies and guidelines applied by Leaseweb in its relationship with Customer.

POP means a 'point of presence', i.e. an access point to the Internet.

Pre-payment means any Fees prepaid by Customer to Leaseweb in relation to a Sales Contract.

Pro-rata Fees means Fees that are pro-rated to reflect the time period between the Delivery Date and the Contract Start Date, Pro-rata Fees shall also be applicable for Contract Modifications.

Quotation means the document, in standard Leaseweb layout, in which Leaseweb has listed which Services and/or Equipment will be offered by Leaseweb to Customer, including the Fees, the Estimated Delivery Time, and relevant Sales Contract Terms and Conditions including Billing Cycle, Contract Term, Contract Start Date, Payment Term, pre-payment, direct debit for acceptance by the Customer, and any prevailing Special Conditions if offered by Leaseweb.

Receiving Party means the Party that receives – or is granted access to – Confidential Information by the Disclosing Party, as referred to in Section 24.

Sales Contract means the Order (meaning Website Order or Quotation) together with the B2B Sales Terms and Conditions, the Policies, the Services Specifications, the Service Level Agreement and all other schedules thereto if any more, pursuant to which Leaseweb shall provide certain Services to Customer indicated on the Order.

Sales Contract Modification Form means the document, in standard Leaseweb layout, used by Leaseweb to respond to a Sales Contract Modification request, as referred to in Section 5.

Sales Terms and Conditions means these B2B Terms and Conditions, including the preamble preceding Section 1.

Service Credits means a credit, calculated in accordance with the Service Level Agreement, applied to Customer's account, and to be used as credit towards future invoices.

Service Disruption means an Incident in the provision of one or more Services by Leaseweb to Customer; provided that it is not the result of an Excluded Event (as defined in the Service Level Agreement).

Service Levels means the performance metrics with respect to the Services, as set forth in the Contract Overview and the Service Level Agreement. Leaseweb Services do not qualify as any manufactured "products" under any regulation, and qualify as "intermediary services" under EU Regulation.

Service(s) means the services provided by Leaseweb to Customer, as selected and ordered by the Customer and such Services agreed per Sales Contract and specified in the Contract Overview. In case Leaseweb refers to products in in its marketing, website and commercial communication where products are mentioned, such products referred to in this way qualify and make part of the Services and cannot be considered "products" governed by laws and regulations on products, unless Leaseweb specifically defines otherwise. In case Leaseweb refers certain equipment, hardware, and system tangible deliverables as product to be defined as product subject to laws and regulations appliable to products, it will be specifically clarified by Leaseweb..

Services Specifications means the Sales Contract Schedule in which Leaseweb has set forth and specified the services offered by Leaseweb, as well as the manner in which the services should be used, which document may be amended from time to time.

Service Level Agreement means the Sales Contract Schedule in which Leaseweb has specified the available Service Levels, which document may be amended from time to time.

Switching Charges, only applicable to Customers established in the European Union, means the charges for switching by the Customer from Leaseweb to another cloud service provider upon its Switching Request (as per Article 29 of the Data Act), specifically excluding the (standard) Service Fees and Early Termination Fees which at all times are payable by the Customer. Switching Charges, if any, are regulated Fees payable by Customer in accordance with Clause 10.5 of the Sales Terms and Conditions.

Switching Request, only applicable to Customers established in the European Union, means a request to enable an existing Customer to

i) switch to another cloud service provider covering the same Services type which is provided by a different cloud service provider or ii) to switch its on-premises Customer infrastructure, or to use several cloud service providers at the same time (multi-cloud).

Shared Rack means a physical Rack located in a Leaseweb Data Center and used by multiple Customers pursuant to the Sales Contract.

Test means a trial or test performed in order to verify and ensure the proper performance of the Service thereof.

Transitional Period, only applicable to Customers established in the European Union, means the maximum period of thirty (30) calendar days that is initiated after the Switching Request has been made, taking into account one month notice from the Switching Request during which the Sales Contract remains applicable. At Customer's request, the transitional period can be extended. During the Transitional Period, Leaseweb requires the Customer itself to enable its timely transfer or erasure of its Customer exportable data and digital assets (during the Transition Period and in any case not later than the end of the Data Retrieval Period) in accordance with Clause 22.2 of the Sales Terms and Conditions. For the avoidance of doubt, the Sales Contract will terminate after the Data Retrieval Period.

Trial Period means any free of charge (No Fees, 100% Discount) use of the Service for the limited duration as specified in the Contract Overview or in the Quotation, subject to Clause 4.5 including Customer verification. The free of charge use of the Service during Trial Period, will automatically be converted into a Sales Contract based on the prior agreed Contract Term as confirmed in the Contract Overview or in the Quotation by Leaseweb. The Contract Term starts the day after the Trial Period has ended (Trial Period and Contract Term together referred on the Quotation as "Combined Contract Term"). The Trial Period will expire at the end of the Trial Period in case the Customer cancels the Service during the Trial Period via the Customer Portal, taking into account the mandatory one (1) hour cancellation notice period before the end of the Trial Period. This means a cancellation notice submitted by Customer via the Customer Portal no later than 23.00 hours ET. Clause 4.12 shall apply to the Trial Period offered as part of the Cloud Credit Program.

Waiver Period Discount means a specific Discount applied to the Fees which will be charged to the Customer during the Waiver Period, specified in the Quotation or in the order confirmation.

Waiver Period means a specified limited duration whereby the Waiver Period Discount is applicable, as confirmed in the Contract Overview or the Quotation. After the expiry of the Waiver Period, the Fees payable by Customer without Waiver Period Discount will automatically apply until the Contract End Date. The Contract Term starts either (i) on the day the Waiver Period starts; or (ii) only in case a Combined Contract Term applies (explicitly stated on the Contract Overview or Quotation) on the day after the Waiver Period ended. A Waiver Period shall not extend the Contract Term unless explicitly stated in the Contract Overview or the Quotation that a Combined Contract Term is applicable.

Website means the Leaseweb website www.leaseweb.com, subject to the Website Terms of Use. Any Leaseweb B2B Sales Contract Schedules can be found under the header of Legal & Compliance – Sales Contract at https://www.leaseweb.com/legal/sales-contract.

2. SALES CONTRACT STRUCTURE

2.1 In general, the Leaseweb's Sales Contract will consist of the following Leaseweb B2B Sales Contract Schedules and documents, whereby in the event of any inconsistency or conflict between or among provisions of the following documents, the contents of the document first listed shall have precedence and shall prevail over the documents listed later, in descending Sales Contract:

a) The Sales Contract Modification Form (only in relation to the relevant Sales Contract that is modified);
b) The Sales Contract specified by Leaseweb in the Contract Overview, including any prevailing Special Conditions formally confirmed and agreed with Leaseweb;
c) The Sales Terms and Conditions;
d) The Policies;
e) The Services Specifications; and
f) The Service Level Agreement.

2.2 The applicability of purchase terms or other terms and conditions of Customer or third parties is hereby expressly excluded.

2.3 Leaseweb is at all times entitled to amend any of the applicable Leaseweb B2B Sales Contract Schedules from time to time (a) for the benefit of the Customer; (b) if the amendments are required by law; or (c) if the amendments do not materially and adversely affect Customer's use of the Services. In addition, Leaseweb is entitled to make any amendments other than described under (a), (b) and to (c) of this Clause, and (only) in case such amendments evidently materially and adversely affect the Customer, the Customer has the right to terminate that Sales Contract being materially and adversely affected from the date on which the amendment comes into force solely by means of a written formal Notification for termination that must have been received by Leaseweb within fourteen (14) days after Leaseweb's announcement of a new version of any of the Sales Contract Schedule(s). All amendments announced by Leaseweb automatically apply to any existing (Quotations, Orders) Sales Contracts for all Services. The amendments come into effect fourteen (14) days after the announcement. The announcement will be made on Leaseweb's website https://www.leaseweb.com/en/about-us/legal/sales-contract and/or through a pop-up notification in the Customer Portal. Any amendment to the Policies will come into effect immediately upon being made available on Leaseweb's website.

3. SCOPE OF SERVICES

3.1 The scope and nature of the Services offered by Leaseweb are set out in the following Sales Contract Schedule: Services Specifications. The scope and nature of the available Service Levels are set out in the following Sales Contract Schedule: Service Level Agreement.

3.2 The Services, as well as the Service Levels, purchased or leased by Customer from Leaseweb are listed in the Contract Overview.

3.3 Leaseweb may discontinue Equipment and Services, sales, support, license, delivery or offerings of Equipment and Services at any time for any end of life-cycle or alternative business reasons, including but not limited to any license provider's program changes or when Leaseweb, in its sole discretion, reasonably believes that the use of the Equipment or Services breaches applicable laws or license provider's terms, which is causing such discontinuation of Services. Leaseweb will use commercially reasonable efforts to provide advance notice.

3.4 Customer acknowledges that Leaseweb will no longer provide security updates or technical support for the discontinued Equipment and Services. Customer is aware that any continued operation of such discontinued Equipment or Services is undertaken at their own risk. Upon discontinuing the provision of the Equipment and Services, Customer understands and agrees that Leaseweb has no obligation to maintain copies of information stored by the Customer on Leaseweb's Equipment or Services. Leaseweb shall not be held liable or responsible for any loss incurred by Customer arising from the discontinuation of the provision of the Equipment or Services.

3.5 Leaseweb may but is not obliged to contact the Customer to provide alternative similar Equipment and/or Services as ordered for substitution in the Quotations and/or has the right at Leaseweb's reasonable discretion to substitute and deliver such

alternative similar Equipment and Services as part of the Sales Contract.

3.6 The "Leaseweb Customer AI Code of Conduct" is as follows (in Clauses 3.6-3.8), and (a) applies in addition to any obligations of the Customer for unlawful use of Artificial Intelligence and (b) does not displace any remedies available under law. The Customer must not upload, implement or use any: (a) Intellectual Property Rights (b) any Confidential Information of Leaseweb, (c) and any information or data contained on or in the Website, the Customer Portal, the Leaseweb Knowledge Base or in the Leaseweb B2B Sales Contract Schedules and/or (d) personal information of Leaseweb employees (together, "**Leaseweb Information**"), in or to any artificial intelligence based program, computer system or software.

3.7 In the event Customer breaches the restriction in Clause 3.6, for the avoidance of doubt, the Customer does not obtain any Intellectual Property Rights in respect of the artificial intelligence generated content created by the use of the Leaseweb Information, and agrees that such Intellectual Property Rights are owned by Leaseweb from the moment of creation.

3.8 Customer shall indemnify and keep Leaseweb harmless from damages and costs suffered by Leaseweb in respect of Customer's breach of these Clause 3.6 or Clause 3.7. Leaseweb reserves the right to use and enforce any and all remedies available under the B2B Sales Terms and Conditions, as well as any other rights and remedies provided under applicable law.

4. QUOTATION, ORDER AND CONTRACT OVERVIEW PROCEDURE

4.1 In the event that a Customer wishes to purchase or use Services or Equipment from Leaseweb, Customer shall place a request with Leaseweb to that effect.

4.2 Any request shall be submitted (i) in writing by email to request Leaseweb to provide a Quotation; (ii) by submitting an Order in the Leaseweb webshop and completing the online Order process on Leaseweb's Website (www.leaseweb.com);or (iii) by means of or through the Customer Portal for existing Customers.

4.3 Leaseweb shall review the request for Services within a reasonable time after receipt thereof, and will perform Leaseweb's internal Know Your Customer ("**KYC**") Verification procedure. If Customer is successfully verified within maximum of five (5) Business Days, Leaseweb is willing to provide the requested Service(s) and/or Equipment, Leaseweb shall confirm such to Customer in writing, by sending (i) a Quotation to Customer or (ii) (in case of the online Order process on Leaseweb's website) by sending an order receipt.

4.4 If Customer approves the Quotation, an authorized representative of Customer shall confirm such to Leaseweb by signing the approved Quotation received from the Leaseweb e-signature system, for its understanding and acceptance of the Leaseweb B2B Sales Contract Schedules including the Sales Terms and Conditions in the Quotation. A signed Quotation will be referred to and qualify as an Order.

4.5 Leaseweb reserves the right to reject the Order by giving written notice to Customer, within a reasonable time period upon Leaseweb's sole discretion at reasonable grounds, including but not limited to, in connection with: (i) Customer's compliance with Leaseweb's KYC requirements to be determined at its discretion in order to ensure Customer good standing of its business and/or related staff including export control regulations and sanctions as part of Leaseweb's Acceptable Use Policy requirements (ii) or in case of (alleged) breach with the Policies, (iii) or if a Service and/or Equipment is not available, (iv) or the Estimated Delivery Time cannot be met, (v) or in case of an incorrect offering or Fees or Leaseweb does not receive the pre-payment or deposit or financial security or fails a credit check, exceeds a credit limit, if applicable (vi) or in case of outstanding Fees of any overdue invoices and/or (vii) Payment Schedule Plan applies and at any other reasonable grounds at Leaseweb's discretion.

4.6 In case the Order has been fully accepted by Leaseweb, it will become a Sales Contract as specified to Customer in the Contract Overview.

4.7 Cloud pay-as-you-go Service can be ordered via the Customer Portal, which shall contain activation options i.e. Services that are charged to Customer based on Customer's actual usage of the Service, measured per day/minute/hour or other appropriate unitized measure. Customer may deactivate the Service at any time in the Customer Portal, unless the Customer Portal has indicated that the Service has a Contract Term, in which case the process for terminating the Service as set out in Clause 20.4 shall apply.

4.8 Any new and existing Customers who have not used before the Leaseweb Service part of the Cloud Credit Program can receive Cloud Credits for a Trial Period and in an amount set out by Leaseweb on its Website to test and evaluate Leaseweb's Service. Customer can make use of the Cloud Credits only for the Service(s) which are part of the Cloud Credit Program as listed by Leaseweb on its Website. Such list can be updated by Leaseweb from time to time at its sole discretion.

4.9 Leaseweb reserves the right to modify, adjust, or discontinue the Cloud Credit Program at any time with a one (1) month prior notice published on its Website.

4.10 Cloud Credits automatically expire either (i) on the day the full amount of the Cloud Credits have been used by the Customer; or (ii) the day the Trial Period ends, whichever occurs first, unless Customer upgrades via the Customer Portal to Cloud pay-as-you-go Service. In case Customer upgrades to Cloud pay-as-you-go Service, any remaining Cloud Credits automatically forfeit without any compensation or substitute.

4.11 Customer shall be responsible for monitoring the balance and expiration of its Cloud Credits via the Customer Portal. Leaseweb may increase, decrease, or otherwise adjust the Cloud Credit amount on Customer's account at its sole discretion. Leaseweb shall not be held liable for any loss or damage arising out of expired or revoked Cloud Credits. Cloud Credits: (i) have no monetary value, (ii) cannot be exchanged for cash, (iii) do not represent a prepaid payment instrument or electronic money under applicable law, (iv) are non-transferable, (v) may not be sold, gifted, or assigned to any third party, (vi) do not accrue interest, and (vii) create no debt or financial obligation for Leaseweb.

4.12 In case Customer receives Cloud Credits from Leaseweb in accordance with Clauses 4.8-4.11, the Trial Period and the underlying Sales Contract will automatically expire either (i) when all the Cloud Credits have been consumed by Customer, or (ii) when the Trial Period ends, unless Customer upgrades via the Customer Portal to Cloud pay-as-you-go Service in which case the Sales Contract will continue to be applicable.

5. SALES CONTRACT MODIFICATION PROCEDURE

5.1 Subject to the specific conditions set out in the Service Specifications, during the Term of the Sales Contract, Customer may submit a Sales Contract Modification request. Customer should submit its Sales Contract Modification request by the Customer Portal to Leaseweb.

5.2 Leaseweb shall be entitled to propose conditions for such Sales Contract Modification request, including but not limited to adjustment of the Service Fees and/or Contract Term, payment by Customer of a Fee for administrative activities and/or payment by Customer of any other non-recurring Fees applicable

to such Sales Contract Modification request through the Customer Portal or by means of Leaseweb's Quotation for Customers acceptance in accordance with Section 4.4.

5.3 In case of a Sales Contract Modification request relating to a Sales Contract that has a Contract Term of one (1) month, the Contract Term shall be automatically extended by one additional renewal month. In case of a Sales Contract Modification request, relating to a Sales Contract that has a Contract Term of more than one (1) month, the Contract Term may be extended by Leaseweb with a renewal Contract Term, as indicated by Leaseweb from the Contract Start Date in accordance with the Modification Quotation.

5.4 In case of a Sales Contract Modification request relating to a Sales Contract that has a Contract Term of six (6) months or longer, the Sales Contract Modification Request should be submitted by Customer to Leaseweb via email or Customer Portal at least one (1) month prior to the expiration of the Contract Term of that Sales Contract.

5.5 Every Sales Contract Modification request is subject to acceptance by Leaseweb, which may be granted or withheld at Leaseweb's sole discretion as described in Section 4.5.

5.6 Any request for a Sales Contract Modification shall only be valid if fully accepted and confirmed by Leaseweb by means of a Contract Overview establishing the Modification Sales Contract.

5.7 In case of a Sales Contract Modification submitted by Customer during the Trial Period, the Trial Period will end immediately and will be converted into a Sales Contract after acceptance of the Modification by Leaseweb and the Customer forfeits the Trial Period, the Contract Start Date of the Sales Contract will commence on the day the Modification has been accepted by Leaseweb, as confirmed in the Contract Overview or the order confirmation.

5.8 In case of a Sales Contract Modification submitted by Customer during the Waiver Period, the Waiver Period Discount will end immediately, and for the remainder of the Sales Contract the Fees offered by Leaseweb without Waiver Period Discount shall apply, as set out in the Contract Overview or otherwise notified by Leaseweb in writing.

6. DELIVERY OF EQUIPMENT AND SERVICES

6.1 Leaseweb shall use commercially reasonable efforts to ensure that:

a) the Services will be ready for Customer's use on the Delivery Date; and
b) any Equipment sold by Leaseweb to Customer will be delivered on the Delivery Date at the Data Center, as specified in the Order.

In view of the foregoing, Customer acknowledges that the Delivery Date is a target date.

6.2 Leaseweb will confirm the actual Contract Start Date in the Contract Overview. Leaseweb may – at its sole discretion – unilaterally delay the Delivery Date and/or Sales Contract Start Date, by giving written notice to Customer, taking into account a notice period of at least five (5) days, provided that Customer shall be entitled to a credit equal to ten percent (10%) of the non-recurring Fees, referred to in Section 10.4 (a), with respect to the affected Service if Leaseweb unilaterally delays the Delivery Date and/or Sales Contract Start Date by more than thirty (30) days after the Sales Contract Start Date or Delivery Date. Leaseweb's notice of delay shall state a new Sales Contract Start Date and/or Estimated Delivery Time.

6.3 With effect from the Delivery Date or the date the Customer starts to use the Equipment sold by Leaseweb, whichever is the earlier, the Equipment shall be for the risk and benefit of Customer. However, title of ownership to the Equipment sold by Leaseweb to the Customer will only pass to Customer on the receipt by Leaseweb of full payment of the Fees for the purchase price for such Equipment, as specified in the Contract Overview. For the avoidance of doubt: for any Services delivered by Leaseweb, including the event that Customer leases Dedicated Equipment, such lease will be an operational lease and payment of Service Fees shall not constitute any transfer of ownership of such Dedicated Equipment to Customer.

6.4 In case Customer has a complaint with respect to:

a) the Service, Customer shall provide written notice to Leaseweb, including in reasonable detail the grounds for its complaint, within two (2) days from the Delivery Date in the absence whereof Services shall be deemed to be approved by Customer;
b) any Equipment sold by Leaseweb to Customer, Customer shall provide written notice to Leaseweb, including in reasonable detail the grounds for its complaint, within five (5) days from the Delivery Date in the absence whereof such Equipment shall be deemed to be accepted and approved by Customer.

6.5 In the event that Customer has provided its written complaint in accordance with Section 6.4, and such complaint is found to be justified, Leaseweb shall take such action as necessary, and as expeditiously as reasonably practicable, to correct or cure such defect or failure. Leaseweb will subsequently notify Customer hereof once the Service or Equipment is functioning properly and the complaint periods specified in Section 6.4 shall (re)commence on the date of such notice.

7. USE OF SERVICES AND EQUIPMENT

7.1 When using the Services, software or Equipment, the Customer must maintain due care in respect of keys and access thereto, all within scope of the relevant Sales Contract, applicable laws and the Policies. Customer's use of any information obtained via the Network is at Customer's own risk. Leaseweb expressly disclaims any responsibility for the accuracy or quality of information obtained through its Services.

7.2 Leaseweb is not responsible or liable for and makes no representation or warranty, express or implied, with respect to the accuracy, quality or completeness of the (content of) information and communications, in whatever form transmitted over the Network.

7.3 Customer acknowledges that, by offering or providing the Services, Leaseweb does not publish or otherwise provide Customer's content to any End Users. Customer agrees that Customer shall, at all times, be solely responsible for all the Customer's content including text, graphics, sound, video, data and any aspect of Customer's content.

7.4 Customer must not use Leaseweb Services for any cryptographic use applied to blockchains including cryptographic use for mining or to maintain a crypto currency system "Crypto Customer related activities" , unless Customer complies with the Leaseweb's KYC requirements in accordance with Clause 4.5, and Leaseweb has granted specific prior written approval upon Customer's request for such use of Services. In addition to Clause 10, the Customer will pay, on a back to back full pass through basis, any electricity rates and similar additional costs related to Customer's Crypto Customer related activities charged by an electricity provider to Leaseweb, being any additional electricity rates or costs incurred by Leaseweb in providing Services to Customer which exceed the average costs of providing the same Services to other customers who are not using Leaseweb Services for Crypto Customer related activities. Due to the specific risks associated with Crypto Customer related activities, including because such activities may materially degrade Leaseweb's Services, exceeds reasonable power usage or damage its hardware ,in addition to and superseding Clauses 12, 20 and 21, Leaseweb is entitled to immediately suspend, and/or

terminate for convenience any Services during the Contract Term without Leaseweb incurring any liability for such early termination of the Sales Contract. If the Customer has not confirmed within one (1) week following such suspension that it has ceased such use of the Services, Leaseweb may terminate the Sales Contract. In case Leaseweb has notified the Customer for termination of the Sales Contract, Clause 22 shall apply.

7.5 Customer represents, warrants and undertakes that it shall (and shall procure that its End Users shall) only use the Services and Equipment: (i) for lawful purposes; and (ii) in accordance with the Sales Contract, these Policies and all applicable laws (within or outside of the United States of America).

7.6 Customer agrees that, if Customer uploads, distributes, or stores any content or materials onto, via or within the Services and/or Equipment, and Leaseweb (in its sole discretion) reasonably believes that such uploading, distribution or storage of content or materials breaches (or causes Leaseweb to be in breach of) any applicable laws, Leaseweb may (immediately and upon notice to Customer): (i) delete such materials from the Services and Equiment; (ii) otherwise take actions against such content or materials in accordance with applicable laws (including in accordance with any request from relevant governmental or regulatory authorities); and/or (iii) terminate this Sales Contract in accorance with Clause 21.2.

8. PERSONAL DATA / DATA PROTECTION

8.1 For the purpose of and during the delivery of the Services to Customer, Leaseweb shall act as Data Processor. Therefore, in the performance of Leaseweb's obligations under the Sales Contract, Leaseweb and (its Affiliates) as Data (Sub-)Processor shall process Personal Data for or on behalf of the Customer. Leaseweb (and its Affiliates) does not control and never acts as Data Controller of any Personal Data and content of Customer transmitted over the Network. Parties acknowledge and agree that with regard to the processing of Personal Data the Customer is the Data Controller. Leaseweb shall only process the Personal Data on the documented instructions of Customer contained in the signed Sales Contract, except where Leaseweb is required to do so to comply with European and local law.

8.2 Customer acknowledges that Leaseweb in its role of IaaS Cloud provider, does not have access to Customer's content which may include any Personal Data, neither is Leaseweb permitted or able to monitor such content stored on the Equipment operated by the Customer or such content transmitted over the Network in making use of the Services. As a result, Leaseweb does not know and does not have the means to know whether any (and if yes, which) Personal Data of which categories of data subjects is part of Customer's content. Whether Leaseweb processes any Personal Data for or on behalf of Customer, is a determination that needs to be made solely by Customer.

8.3 Local data sovereignty, residency and localization. The Customer's data is stored and processed exclusively within the United States of America on Leaseweb's infrastructure and Equipment in Data Centers located in the United States of America, with Leaseweb's operations and personnel subject to Commonwealth of Virginia. Customer data will not be transferred by Leaseweb as Processor or accessed outside of the United States of America, except (i) where required by applicable law, or (ii) if expressly authorized in writing by the Customer, or (iii) on Customer's own initiative. The processing of Customer data by Leaseweb in its role as Processor shall be governed by the federal and state privacy laws, the California Consumer Privacy Act ("**CCPA**"). For further details on the adopted technical and organizational measures, and certifications we refer Customer to https://www.leaseweb.com/security-certifications.

8.4 Leaseweb may engage Affiliates, that are based solely within the EEA, and also other third parties as (sub)-sub-contractors, both together referred to as "**Sub-Processors**" in the performance of the Sales Contract. Customer hereby provides Leaseweb with its general written authorization to engage these Sub-Processors. The Sub-Processors might be indicated and confirmed in the Order, the Sales Contract and Contract Overview by Leaseweb in providing certain Services to Customer. Leaseweb shall inform Customer of any intended changes to the Sub-Processors used in relation to the Services ordered, giving the Customer a reasonable time to object against such changes. In case Leaseweb engages Sub-Processors in the performance of the Sales Contract, Leaseweb shall request similar data protection obligations as set forth in this Clause 8 on those Sub-Processors. The Subprocessor's list has been included in Chapter L of the Policies and will be updated from time to time.

8.5 Leaseweb has obtained the EU-U.S. Data Privacy Framework Certification ("**DPF**") including the UK and Swiss extensions to the DPF, meaning Customers established in the EU are allowed to transfer Personal Data to the United States of America without the need for additional data protection safeguards.

8.6 Leaseweb ensures that any persons authorized by Leaseweb and/or its Affiliates to process the Personal Data have committed themselves to confidentiality.

8.7 To the extent the GDPR applies, Leaseweb shall provide all reasonable assistance to the Customer in order for the Customer to comply with its obligations following articles 32 to 36 of the GDPR, and in order for the Customer to fulfill its obligations to respond to requests by data subjects (such within the meaning of the GDPR) exercising their rights under the applicable data protection legislation.

8.8 Leaseweb shall make available to the Customer all information necessary, to the extent this is possible and reasonable, to demonstrate compliance with the conditions laid down in this Clause 8. Leaseweb shall cooperate, to the extent this is possible and reasonable, with any audits conducted by the Customer or another auditor mandated by the Customer. Unless expressly agreed otherwise in writing, the costs of such audit or inspection will be borne by the Customer.

8.9 In the circumstances where Leaseweb discovers a Personal Data breach concerning Customer Personal Data processed by Leaseweb in its role as Data Processor, Leaseweb will notify the Customer as soon as reasonably possible and no later than 72 hours after having become aware of the Customer Personal Data breach, to the extent relevant for the Services of the Customer. Where there is a legal requirement to report a Personal Data breach to any supervisory authority, it will be the Customer's responsibility as Data Controller to notify the relevant authority and/or the data subjects concerned, to the extent necessary at Customer's discretion and assessment.

8.10 Upon request from the Customer, after cancellation or termination of the Sales Contract, Leaseweb shall review the request and remove to the extent possible all the Personal Data pertaining to the Customer, unless Leaseweb is required to retain such Personal Data under applicable law.

8.11 Customer acknowledges and agrees that Leaseweb (and its Affiliates) may use Personal Data of Customer's contact persons for the purpose of direct marketing (whether by messaging within our Service, by email or by other means) that offer or advertise similar services of Leaseweb. Customer shall have the option to unsubscribe from any direct marketing messages.

8.12 In the circumstances where Leaseweb has discovered proof of a Personal Data breach concerning Customer Personal Data processed by Leaseweb on behalf of the Customer in its role as a Data Processor, Leaseweb will notify the Customer as soon as reasonably possible and no later than 72 hours after having duly

investigated and established such Customer Personal Data breach, to the extent permitted by law and relevant for the Services to the Customer. Where there is a legal requirement to report a Personal Data breach to any authority, it will be the Customer's responsibility to notify the relevant authority and/or the data subjects concerned, to the extent necessary.

8.13 In our role as data processor we offer to EU-based customers the Standard Contractual Clauses and the Data Processing Agreement to enable the lawful transfer of Personal Data from the European Economic Area ("EEA") to Leaseweb USA Inc.

8.14 To the extent that Leaseweb processes Personal Data on behalf of Customer, Customer represents and warrants that Customer has obtained all necessary consents and provided all required notices as required by any Privacy Laws to permit Leaseweb to process such Personal Data, and herewith Customer guarantees that it will comply with all Privacy Laws applicable to Customer.

8.15 Any requests, questions regarding data protection legislation, in particular the GDPR, should be sent to us-privacy@us.leaseweb.com.

9. KNOW YOUR CUSTOMER, CREDIT APPROVAL AND FINANCIAL SECURITY

9.1 The provision of Services or use of Equipment by Leaseweb to Customer is subject to Know Your Customer (**KYC**) verification requirements and any credit limit requirements during the Contract Term set by Leaseweb in its sole discretion as condition for the acceptance process of an Order set forth in Section 4.5, which may impact the Estimated Delivery Time.

9.2 Leaseweb may, at any time, by notice impose a credit limit on Customer to an amount to be determined by Leaseweb. Any Order for Services required by Customer in excess of any such credit limit will require Customer to deposit an amount equal to or greater than the amount by which Customer will exceed the credit limit.

9.3 In addition to Clause 9.1, Leaseweb may require Customer at any time to provide a deposit or a financial security by means of a bank guarantee or a parent guarantee, to be solely determined by Leaseweb or other security satisfactory to Leaseweb.

9.4 Any deposit or bank guarantee or parent guarantee shall be held by Leaseweb as security for the payment of the Fees and any other amounts due under the Sales Contract. Upon termination or cancellation of the Sales Contract, Leaseweb may apply a deposit or bank guarantee or parent guarantee to any amounts owed by Customer to Leaseweb. Any remaining credit balance of a deposit shall be refunded to Customer. Any deposit paid by Customer pursuant to this Section 9 will not carry any interest.

9.5 When Customer use a third party to make payment to Leaseweb, the Customer shall inform Leaseweb upfront the third party's company name, location, business registration number, the identity of the third party's authorized representative(s) and shall duly demonstrate the third party's compliance with any sanctions and financial regulations. At all times, Customer shall be held liable for the third party's (i) timely payments, (ii) compliance under any sanctions and regulations, and (iii) compliance with the financial requirements under the Sales Contract Schedules and the applicable law.

10. FEES / TERMS OF PAYMENT

10.1 For the use of the Services, Customer shall pay to Leaseweb the Fees specified in the Contract Overview. Unless specified otherwise, all Fees are in US Dollars and exclusive of Sales Tax (if applicable).

10.2 Leaseweb is entitled to increase any of the Fees for annual automatic price indexation, with a maximum increase of (a) five percent (5%); or – if higher – (b) the percentage increase in CPI for the previous year. The increase indexation leading to automatic adjustment of Fees will be implemented each year on the anniversary of Customer's Service's Contract Start Date. In case of multiple Services with different Contract Start Dates, the Fees adjustment will automatically apply on each anniversary of the respective Service. Leaseweb may notify the price indexation by means of an announcement and or email stipulating the specific annual increase of such adjustment of Fees for sole clarification purposes, notwithstanding its right to apply the maximum increase to the invoices of such Services automatically for purpose of Fees adjustment based on annual price indexation. Prepayment of the Services does not exclude the applicability of this Clause 10.2.

10.3 In addition to and separate from the annual price indexation in Clause 10.2, Leaseweb is entitled at its sole discretion to automatically add on, pass on, pass through, embed, implement and surcharge to any Services Fees to the extent applicable (a) changes in any (license) fees, purchase tariffs or costs of any products, software, hardware, right to use, electricity, water, gas or other utility services, increased taxes, or any other expenses incurred as procured or leased by Leaseweb from third parties: (i) used by Leaseweb in the provision of Services to Customer; (ii) or licensed, provided or resold by Leaseweb to Customer; and or (b) any costs, surcharges incurred or fees payable for the use of any Payment Services Provider in connection with the payment method.

10.4 Unless specified otherwise in the Contract Overview, Leaseweb will invoice:

a) setup Fees, Service activation Fees and any other non-recurring Fees, upon the Delivery Date or upon the Contract Start Date, whichever is earlier;
b) all recurring Service Fees including Monthly Recurring Fees, as from the Contract Start Date, monthly in advance;
c) Pro-rata Fees, in arrears in the first invoice after the Contract Start Date;
d) use of Services above the agreed levels of Service and/or additional Services e.g. with respect to the usage of Bandwidth and/or Data Traffic which will be invoiced monthly in arrears.

10.5 *This Clause is only applicable to Customers established in the European Union.* For the avoidance of doubt under the Data Act, in case of a Switching Request by the Customer to switch to another cloud service provider, Leaseweb is only charging its Services Fees and any Early Termination Fees, if applicable, and does not apply any Switching Charges except in case specifically indicated by Leaseweb to the extent permitted under the Data Act. This means that 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 shall have the right to apply Switching Charges.

10.6 Notwithstanding Clause 10.4 (a), Leaseweb retains the right to require Customer to make a pre-payment to Leaseweb in relation to any Service or Equipment purchased by Customer from Leaseweb.

10.7 Leaseweb will send invoices to Customer by e-mail, in a portable document format (PDF) and make it available in the Customer Portal. At Customer's request, Leaseweb will – as an extra Service – provide Customer with a print out of the invoice, via regular mail. For such extra Service, Customer shall pay a Service Fee to Leaseweb, in relation to the additional (administrative) activities performed by Leaseweb and the costs of the mail service.

10.8 Unless specified otherwise in the Contract Overview, all invoices sent by Leaseweb to Customer are payable by Customer to

Leaseweb within fourteen (14) days from the invoice date. (applicable and binding **Payment Term**).

10.9 Leaseweb will make available to the Customer a free of charge bank transfer payment (SEPA) as standard default method of payment. If the Customer chooses a alternate payment method available in the Customer Portal, any costs charged by a Payment Services Provider will be presented to Customer and be passed on to Customer by way of invoice. The Customer agrees to pay such invoice including surcharges promptly upon receipt. Leaseweb has the right and Customer has the obligation if so instructed by Leaseweb in the Customer Portal, to make payments to another regional Leaseweb Payment Service Provider acting on behalf of Leaseweb under the Sales Contract.

10.10 The billing cycle is determined by Leaseweb in any Order and included in the Contract Terms.

10.11 Leaseweb will be entitled to charge an administrative Fee in addition to the invoice of up to five hundred US Dollars (USD 500,-) to Customer, if: payment to Leaseweb has been reversed or denied.

10.12 In case Customer has a complaint with respect to an invoice, Customer shall dispute such complaint in writing to Leaseweb within the Payment Term, in the absence whereof invoices are deemed to be approved by Customer. A complaint with respect to an invoice shall only be taken into consideration in the event that the complaint specifies the relevant invoice(s) and provides evidence in support of the complaint. In such case, the Parties will use commercially reasonable efforts to resolve the dispute amicably within twenty (20) days of Leaseweb's receipt of Customer's complaint, firstly at the level of each Party's senior management and – failing satisfactory resolution within fifteen (15) days – secondly at the Parties' executive level. In the event Parties fail to resolve the dispute amicably within twenty (20) days of Leaseweb's receipt of Customer's complaint, each Party shall be entitled to commence dispute resolution in accordance with Section 28.2.

10.13 Customer shall not be entitled to any set-off or deduction of payment of an invoice. Customer's right to suspend payment of (or part of) an invoice is limited to the amount of the invoice that is contested in good faith by Customer, in accordance with Section 10.11. In the event Customer's complaint is found to be unjustified, Customer will immediately pay the outstanding amount, plus interest in accordance with Section 10.13.

10.14 If Customer does not pay an invoice within the Payment Term, in the event that such invoice has not been disputed in accordance with Section 10.11, or Customer does not pay the undisputed part of the invoice within the Payment Term, Leaseweb will, be entitled to charge Customer interest on such sum on a daily basis from the due date until the date of payment with an interest rate of two percent (2%) per annum or otherwise the maximum interest rate permitted by law, if lower than this amount, without any prejudice to Leaseweb's other rights and remedies.

10.15 If Customer does not pay an invoice within the Payment Term, in the event that such invoice has not been disputed in accordance with Section 10.11, Leaseweb may hand it over to an external collection agency. Any collection costs and expenses incurred by Leaseweb shall be borne by Customer.

11. TAXES

11.1 Unless specified otherwise, all Fees are exclusive of any sales tax, VAT, or similar tax. Customer shall be responsible for and shall pay all sales, use, excise, or similar consumption taxes (including VAT, if applicable) arising out of the Sales Contracts, other than taxes levied on Leaseweb's income. The Parties agree the use or provision (as applicable) of the Colocation Service will not create a relationship of lessor/landlord and tenant between the Parties.

11.2 Notwithstanding the foregoing, Leaseweb shall not invoice Customer for any taxes for which Customer has provided a valid exemption certificate in a form reasonably acceptable to Leaseweb.

11.3 The Parties agree that the amount charged by Leaseweb for its services does not qualify as a royalty, interest or dividend as mentioned in the OECD model convention and its commentary. Taxes that must be withheld at source in the country where the client resides are for the account of the Customer. This means that the amount payable on the invoice is to be considered an amount after source taxes.

12. SUSPENSION OF SERVICES

12.1 Leaseweb shall be entitled to immediately suspend the provision of any of the Services and/or to suspend Customer's access to the Customer Portal to suspend Customer's right to access to the Equipment, by giving notice to Customer, in the event that:

a) Leaseweb receives an order, notification, or ruling or decision to that effect from a court, any law enforcement authority or any (other) governmental authority;

b) Customer is or can reasonably expected to be in breach of the Policies, and fails to take (timely) remedial action in accordance with the Abuse Policy (part of the Policies) after receipt of a notice from Leaseweb, provided always that Leaseweb may immediately suspend Services without providing a remedy period if the continued provision of Services is likely to cause at Leaseweb's discretion an Emergency and/or may place Leaseweb in violation of applicable law;

c) Leaseweb, in its sole discretion, reasonably believes that Customer's activities on or via the Services and/or Equipment breaches (or may cause Leaseweb to breach) applicable laws;

d) Customer's consumption of electricity exceeds Basic Power (specified in the Contract Overview) and Customer fails to reduce its electricity consumption to a level on or below Basic Power within three (3) days after having received notice thereon;

e) Customer's consumption of Data Traffic or Bandwidth exceeds the Committed Data Traffic or the Committed Bandwidth (specified in the Contract Overview), as the case may be, and Customer fails to reduce such consumption to a level on or below the Committed Data Traffic or the Committed Bandwidth, as the case may be, within three (3) days after having received notice thereon;

f) Customer has failed to maintain the licenses, permits, and authorizations required to use the Services and/or the Equipment and fails to remedy such failure within seven (7) days after having received notice thereon;

g) Customer does not effectively cooperate with any investigation of Customer's alleged improper or unlawful use of the Services, the Network or other networks accessed through Leaseweb;

h) Customer does not pay an invoice within the Payment Term and fails to pay such invoice, plus the interest referred to in Section 10, within a period of seven (7) days after having received the Final Reminder Before Suspension Notice thereon;

i) the Services, software, or Equipment are exported or used by a Customer or an End User, in violation of the restrictions referenced in Section 16.8; and/or

j) Customer is in breach of any of the other provisions of the Sales Contract and Customer fails to cure such breach within a period of fourteen (14) days after having received written notice thereupon, whereby, provided always that Leaseweb may immediately suspend Services without providing a remedy period if the continued provision of Services if this

causes material breach under the Sales Contract and/or may subject Leaseweb to incur liability vis-à-vis third parties, may place Leaseweb in violation of applicable law and/or may cause an Emergency.

k) Leaseweb has good reasons to fear that Customer will materially breach its obligations under the Sales Contract, and Customer does not, upon written request, confirm to Leaseweb in writing that it will fully perform in conformity with its obligations under the Sales Contract.

12.2 Leaseweb shall be entitled to continue the suspension or limitation described in Clause 12.1 until: (i) the cause of the suspension has been remedied and the Customer has paid the deactivation Fee specified in Clause 12.3; or (ii) the Sales Contract has been terminated by Leaseweb in accordance with Clause 21.

12.3 Following suspension of the provision of the Services and/or access to the Equipment which is caused by the Customer, Leaseweb may claim -and Customer shall pay upon demand- a deactivation Fee in the amount of seventy five US Dollars (US$ 75.--), in relation to the (administrative) activities performed in order to suspend and – if applicable – to recommence the provision of the Services and/or Customer's (right to) access to the Equipment.

13. INCIDENT AND SERVICE DISRUPTION

13.1 On becoming aware of an Incident, Customer shall notify Leaseweb by e-mail or by telephone of the Incident and shall provide Leaseweb with the appropriate information in accordance with Chapter B of the Service Level Agreement.

13.2 Following notification by Customer in accordance with Section 13.1, Leaseweb shall:

a) notify Customer of the estimated timescale for restoration of the affected Services, on Leaseweb's website and via e-mail;

b) use its best endeavors to end the Incident and to restore the affected Services; and – as necessary -

c) provide Customer with information updates on its progress to end the Incident;

d) act in accordance with the Service Level Agreement.

13.3 Instead of restoring a Service, Leaseweb may elect to substitute such affected Service by a reasonably equivalent Service.

13.4 In the event of a Service Disruption, Customer may be entitled to compensation in the form of a Service Credit as specified in the Service Level Agreement.

14. MAINTENANCE AND TESTING

14.1 Leaseweb reserves the right to suspend the Services and may suspend Customer's right to access to the Equipment in order to perform Maintenance.

14.2 Customer acknowledges that Leaseweb will from time to time have to perform Maintenance in order to ensure a proper performance of the Network, Data Center and the Services and that such Maintenance may affect the provision of the Services to Customer.

14.3 If Leaseweb expects scheduled Maintenance, referred to in Section 14.2, to affect the provision of the Services and/or access to the Equipment, Leaseweb shall:

a) - to the extent reasonably possible - provide at least three (3) Business Days prior notice to Customer of the intended Maintenance;

b) - to the extent reasonably practicable - schedule such Maintenance and any related suspension of the Services and/or access to the Equipment within the Maintenance Window, so as to minimize any adverse effect of the Maintenance on Customer's use of the Services and/or access to the Equipment; and

c) endeavor to keep the duration of any interruption or suspension or degradation in the provision of the Services and/or Customer's access to the Equipment as short as possible.

14.4 If Leaseweb does not expect scheduled Maintenance, referred to in Section 14.2, to affect the provision of the Services and/or access to the Equipment, Leaseweb shall be entitled to perform such Maintenance at any time, without taking into account a notice period.

14.5 Customer acknowledges that Leaseweb may from time to time have to perform non-scheduled Maintenance, in order to resolve or prevent an Emergency. Leaseweb shall be entitled to perform such Maintenance at any time, without taking into account a notice period. Leaseweb shall in such case notify Customer of such Emergency and the need to perform Maintenance without undue delay.

14.6 Customer acknowledges that Leaseweb will from time to time perform Tests and that Tests may be performed at any time, without taking into account a notice period.

15. DATA CENTER MIGRATION, RELOCATION OF COLOCATED EQUIPMENT

15.1 Leaseweb's ability to provide Services at the Data Center, are subject to the provisions of – and continuance of – Leaseweb's Data Center Services Agreement with the third party Data Center Provider.

15.2 If Leaseweb is required or elects to migrate the Housing Space to another Data Center, Leaseweb shall give prior notice to Customer of the intended Data Center migration, taking into account a notice period of at least thirty (30) days, unless such notice cannot be provided due to operation of law or circumstances outside Leaseweb's control in which case Leaseweb will provide a soon as technically and reasonably possible.

15.3 In the event that Leaseweb shall migrate the Housing Space to another Data Center, Customer shall be required to relocate the Colocated Equipment to another Housing Space located in another Data Center designated by Leaseweb.

15.4 Only in case Leaseweb requires Customer to relocate its Colocated Equipment, Leaseweb shall reimburse the Customer for its reasonable relocation costs, provided that such costs are pre-approved by Leaseweb (such approval not to be unreasonably withheld), excluding the costs of any new interconnections that Customer may require or the procurement, delivery, and/or installation of any duplicate Colocated Equipment required to accomplish the relocation..

15.5 If relocation is initiated by Leaseweb for monthly Sales Contracts, Leaseweb may upon Customer's request decide to waive the Pro-rata Fee and/or the monthly Fee as a Waiver Period Discount, provided that the Contract Term shall automatically be extended by at least one (1) month.

15.6 Notwithstanding Clause 3, Leaseweb can – at its sole discretion – decide to relocate the Colocated Equipment for and on behalf of Customer, in which case Leaseweb shall notify Customer thereof simultaneously with its notification of the intended migration of the Housing Space to another Data Center. To the extent practicable, Leaseweb shall coordinate the relocation of the Colocated Equipment with Customer. In the event Customer does not confirm relocation within the specific term given in Leaseweb's notification according to Clause 15.3, Leaseweb has the right without any consent from the Customer at the time subject to Leaseweb's discretion to relocate Colocated Equipment for and on behalf of Customer, by giving written notice prior to intended relocation.

15.7 The migration and relocation is performed by Leaseweb AS-IS and on a reasonable effort basis. Leaseweb is not liable to

Customer for any damage resulting from migration and relocation of the Housing Space and the Colocated Equipment to another Data Center, 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 the migration and relocation of the Housing Space and the Colocated Equipment to another Data Center 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. For this purpose Leaseweb refers to Customer's insurance obligations under Clause 19 of the Sales Term and Conditions.

16. WARRANTIES

16.1 Each Party warrants, represents and undertakes that it:
a) has obtained and that it will, at least for the duration of the Sales Contract, maintain all of the necessary licenses, permits, and authorizations to use or provide (as appropriate) the Services and the Equipment;
b) shall use or provide (as appropriate) the Services and Equipment: (i) for lawful purposes and in accordance with all applicable laws; and (ii) with all due skill, care and diligence, at least in accordance with good industry practice;
c) shall not to use the Services for any military or warfare purposes

16.2 Without limiting the generality of Section 16.1, Customer warrants, represents and undertakes that (i) it shall pay all due local access- or telecommunications Fees applicable to transmitting data beyond the Network and/or through other public and private networks, as necessary and related to Customer's use of the Services; (ii) it owns or has the right to use and offer the content stored on the Leaseweb infrastructure and/or transmitted by Customer over the Network; and (iii) if Customer stores or processes content that is subject to regulation or legislation that limits the transfer of such data, Customer has all required consents and rights to transfer such data to Leaseweb.

16.3 With respect to software licensed or resold or otherwise given into use under a Sales Contract by Leaseweb to Customer, Customer warrants, represents and undertakes that it shall comply with all provisions and compliance requirements including but not limited to audits of any End User license agreement related to such software.

16.4 With respect to the Equipment sold by Leaseweb to Customer, Leaseweb will provide a hardware warranty to Customer that is equivalent or equal to the warranty granted to Leaseweb by the manufacturer / supplier of such Equipment. To the extent possible, Customer hereby agrees that:
a) Leaseweb will transfer to Customer the maintenance contract and the warranty that Leaseweb has received from the manufacturer / supplier of the Equipment; or
b) Leaseweb will arrange that the manufacturer / supplier of the Equipment grants such warranty directly to Customer.
In the events referred to in a) and b) of this Section, Customer will not have any recourse against Leaseweb with respect to such Equipment sold by Leaseweb to Customer, but instead may seek recourse directly from the manufacturer / supplier of such Equipment.

16.5 With respect to software licensed or sublicensed or otherwise given in to use or provided to Customer by Leaseweb, Leaseweb will provide a (software) warranty that is equivalent or equal to the warranty granted to Leaseweb by the manufacturer / supplier of such software. To the extent possible:
a) Leaseweb will transfer to Customer and Customer will accept the warranty that Leaseweb has received from the manufacturer / supplier of the software; or
b) Leaseweb will arrange that the manufacturer / supplier of the software grants such warranty directly to Customer.
In the events referred to in sub a) and b) of this Section, Customer will not have any recourse against Leaseweb, and Leaseweb will not have any liability to Customer with respect to such software, but instead may seek recourse directly from the manufacturer / supplier of such software.

16.6 Without limiting Section 16.5, the Customer Portal (including the use thereof, and the related services) is provided 'as is'; and otherwise Leaseweb hereby disclaims any and all warranties of any kind, whether express or implied, relating to the Customer Portal and the API, the software used therein or as part thereof, and any data accessed there from, including any implied warranties of title, satisfactory quality, accuracy, fitness for a particular purpose and non-infringement. It is the Customer's sole responsibility to provide Leaseweb with accurate Customer information and contact details in the webshop Order, the Quotation and the Customer Portal, failure to provide such accurate verifiable Customer information and contact details and/or in case of wrongful Customer information and contact details provided by the Customer, the Customer incurs all liability for any costs, expenses and damages arising for the Customer's risk and account while indemnifying and keeping Leaseweb harmless for any consequences thereof.

16.7 Notwithstanding Section 16.5 and Section 16.6 to the maximum extent permitted by law, Leaseweb does not warrant that the Customer Portal, the API, the software used therein or as part thereof, or the related services, or the Customer's use thereof, are or will be error free or will operate without interruption.

16.8 The Services, software and Equipment may be subject to international (Including EU and USA) rules that govern the export of Products and Services, software and Equipment. Customer warrants that it shall comply with all End User, end-use, or destination restrictions issued by national governments, EU, USA or similar bodies, and restrictions on embargoed nationals and nations and export control.

16.9 The warranties expressly set forth in the Sales Contract constitute the only warranties of Leaseweb regarding the Services and the Equipment and such warranties are in lieu of all other warranties, express, implied, written, oral or statutory, by operation of law or in fact, including but not limited to warranties of merchantability, availability, uptime, non-infringement or fitness for a particular purpose. Without limiting the generality of the foregoing, Leaseweb does not warrant that the Services, or the Customer's use thereof, are or will be error free or will operate without interruption. This Clause 16.9 is subject to applicable laws in the relevant jurisdiction.

16.10 Customer shall at all times, (i) act in a professional manner, (ii) exhibit business acceptable conduct and communication towards Leaseweb employees, and Leaseweb employees, and (iii) interact and work towards Leaseweb with competent contact persons demonstrating business acceptable behavior towards Leaseweb employees

16.11 The foregoing warranties shall not apply to performance issues or defects in the Services (i) caused by factors outside of Leaseweb's reasonable control; (ii) that resulted from any actions or inactions of Customer or any third parties; or (iii) that resulted from Customer's equipment or any third party equipment not within the sole control of Leaseweb.

16.12 **EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 16, LEASEWEB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, THE SOFTWARE OR THE SERVICES PROVIDED UNDER THIS SALES CONTRACT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE, TITLE OR NON-**

INFRINGEMENT OF THIRD PARTY RIGHTS, AND LEASEWEB HEREBY EXPRESSLY DISCLAIMS THE SAME. LEASEWEB DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

16.13 While using Leaseweb's Services, Customer shall at all times remain responsible for making any backups of its Customer data, including Customer End User data.

17. INDEMNIFICATION

17.1 Without limiting any other legal remedy available to Leaseweb, Customer shall indemnify and hold harmless Leaseweb against all actions, losses, costs, damages, awards, expenses, fines, fees (including legal fees - including attorney and collection agency fees - incurred and/or awarded against Leaseweb), proceedings, claims or demands brought or threatened against Leaseweb by a third party: (i) related to content or materials stored on the Equipment and/or transmitted through the Services, including any claim that the content was not properly transferred to Leaseweb or that the processing of such content is contrary to applicable laws; (ii) arising out of the use by Customer or any of its subcontractors of the Services, or; (iii) arising out of any infringement or misappropriation or alleged infringement or misappropriation of any United States or foreign copyright, trade secret or other proprietary right related to any Equipment utilized by Customer in connection with any of the software or Services, (iv) related to any willful or negligent act or omission of Customer or any of its subcontractors; (iv) related to any breach of applicable laws (within or outside of the United States of America) by Customer; and/or (v) related to any acts or omissions by Customer that (directly or indirectly) causes Leaseweb to breach applicable laws.

17.2 With respect to the indemnification obligations under Section 17.1, Customer shall at its sole expense (a) provide Leaseweb with full authority, information and assistance as is reasonably necessary for the defence, compromise or settlement of the third party claims; and (b) 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 said third party claim did not occur.

18. LIMITATION OF LIABILITY

18.1 Neither Party shall be liable to the other Party in respect of any breach of an obligation, warranty or guarantee under the Sales Contract for loss of profits, loss of revenue, loss of anticipated savings, loss or any plant or facility, loss of opportunity, loss of goodwill, special or punitive damages, loss of contract, or any type of special, indirect, consequential loss, loss or damage as a result of an Incident or any action brought by a third party and such liability is excluded whether it is foreseeable, known, foreseen or otherwise.

18.2 Leaseweb shall not be liable for:

a) any harm or personal injury to Customer or Customer's employees, clients, representatives or agents, except when such harm or personal injury is the direct result of gross negligence or willful misconduct on the part of Leaseweb;
b) any transaction, which Customer may enter into with a third party using the Services;
c) the contents of any information and/or communications transmitted via the Equipment and/or Services or for any information or content on the Internet;
d) the contents of any information and communication, in whatever form, transmitted by Customer over the Network;
e) the accuracy or quality of information obtained through the Services;
f) damage to or loss of any of Customer's or its data subjects' data including any Personal Data or loss of technology, except when such damage or loss is the direct result of gross negligence or wilful misconduct on the part of Leaseweb;
g) damage to or loss or destruction of Colocated Equipment, except when such damage or loss is the direct result of gross negligence or willful misconduct on the part of Leaseweb;
h) damage that is the direct or indirect result of the actions of Customer contrary to (one of) its obligations under the Sales Contract;
i) damage that is the direct or indirect result of an inaccuracy of the information provided by or on behalf of Customer;
j) damage that is the direct or indirect result of the suspension of Services by Leaseweb, as referred to in Section 12, Section 14 and Section 15;
k) damage that is the direct or indirect result of the Customer Portal being (temporarily) offline or otherwise unavailable;
l) damage that is the direct or indirect result of the Customer's use of the Customer Portal;
m) damage that is the direct or indirect result of an Incident in case of any Excluded Events, including but not limited to, as Denial-of-Service (DDoS) attack, or other attack that results in a peak in data traffic, or any damage resulting from successful or unsuccessful hack attempts or any intrusion regardless whether protected by an SSL certificate or (hardware) firewall provided by or through Leaseweb as in addition set forth in the Leaseweb Service Level Agreement;
n) damage in case Leaseweb has not been notified of such damage in writing within eight (8) days after Customer has come to know of the damaging event, or should reasonably have known of it; or
o) any damage in case and insofar as such damage is covered by any insurance effected by or for the benefit of Customer.

18.3 Notwithstanding any other provision of the Sales Contract, Leaseweb shall not be liable to Customer, if changes in any of its facilities, procedures, or Service: (i) render obsolete Colocated Equipment in conjunction with its use of the Service; (ii) require modification, alteration or relocation of such Colocated Equipment; or (iii) otherwise affect the performance of such Colocated Equipment.

18.4 The legal remedies outlined in Sections 6.2 and 21.4 constitute all legal remedies available to Customer in relation to a delay of the Delivery Date or Contract Start Date by Leaseweb. Leaseweb shall have no other liability to Customer if the Service is not ready for Customer's use on or after the Delivery Date or any delay thereof; or - if the installation is to be performed by Leaseweb - the installation is not completed by the Delivery Date, or any delay thereof.

18.5 The legal remedies outlined in Section 13.4 and Section 21.4b) constitute all legal remedies available to Customer in relation to any Incident and/or Service Disruption and any failure by Leaseweb to meet the agreed Service Levels.

18.6 Should Leaseweb be liable in spite of the provisions set out above in this Sales Contract or the Services Specifications, this liability shall in no case exceed the amount of Service Fees paid by Customer to Leaseweb with respect to the twelve (12) month period prior to the event or events giving rise to such liability, or this liability is limited to the lower amount that is in the relevant case paid out by the general liability insurance of Leaseweb..

18.7 All Customer's claims for compensation end in any case twelve (12) months after the damaging event has taken place, unless: (i) Customer and Leaseweb have come to a written arrangement; or (ii) Customer has commenced legal action in accordance with Section 28.2.

18.8 Nothing in the Sales Contract shall exclude or limit the liability of Customer to: (i) pay the Service Fees; or (ii) repair (or if repair is

not practicable, replace) any tangible physical property intentionally or negligently damaged by Customer or its representatives or employees.

18.9 Nothing in this Sales Contract shall operate to exclude or limit a Party's liability resulting from (i) death (ii) willful or fraudulent misrepresentation; or (iii) willful misconduct; or (iv) gross negligence; or any other statutory liability not capable of limitation.

18.10 Each Party has a duty to mitigate damages for which the other Party may be responsible.

19. INSURANCE

19.1 Customer shall obtain and - at least for the duration of the Sales Contract - maintain the following insurances with a reputable insurance company, which (at minimum) covers:
a) third party liability;
b) Customer's liability towards Leaseweb; and
c) Customer's liability as an employer towards Customer's employees; in each case
up to an amount per event of – at least – three (3) times Customer's total annual Service Fees, with a minimum of one million US Dollars (US$ 1.000.000, --).

19.2 Without prejudice to Section 18.2g), the Colocated Equipment shall at all times be at Customer's risk. Therefore, during the continuance of the Sales Contract, it shall be Customer's responsibility to insure at its own expense, and keep insured the Colocated Equipment, with a reputable insurance company against loss, theft, damage or destruction howsoever arising at an amount not less than the full replacement value of the Colocated Equipment. Under no circumstances shall Leaseweb be obligated to provide insurance coverage for any of the Colocated Equipment or other Customer property installed within the POP and/or the Data Center.

19.3 Customer shall provide Leaseweb with documentation evidencing Customer's compliance with the provisions set forth above in this Section 19, within ten (10) days of Leaseweb's request to that effect. In general, Leaseweb considers a written statement by Customer's insurance company, confirming Customer's compliance, to be sufficient evidence.

20. CONTRACT TERM / CANCELLATION

20.1 The Contract Term commences on the Contract Start Date and has full effect during the Contract Term.

20.2 The Sales Contract shall be renewed automatically by means of a tacit renewal from the Contract Extension Date for successive Contract Terms which are equivalent to the previous Contract Term, unless cancelled by either Leaseweb (Section 20.3) or the Customer (Section 20.4).

20.3 In case Leaseweb does not agree to such renewal of the Contract Term and wishes to cancel the Service at the Contract End Date Leaseweb has the right to cancel and notify the Customer from the Customer Portal or otherwise taking into account a termination notice period of at least:
a) one (1) hour, in the event of a Contract Term of one (1) month;
b) two (2) months, in the event of a Contract Term of three (3) months or longer

20.4 In case the Customer does not agree to such renewal of the Contract Term and wishes to cancel the Service at the Contract End Date, the Customer has the right to cancel and is required to make a cancellation notice by using the cancellation option in the Customer Portal taking into account a cancellation notice period of at least:
a) one (1) hour, in the event of a Contract Term of up to and including three (3) months, provided that such notice is submitted by means of the Customer Portal;
b) one (1) month, in the event of a Contract Term of six (6) months or longer.

20.5 The Trial Period will automatically be converted into a Sales Contract based on the prior agreed Contract Term as requested by the Customer and Fees offered by Leaseweb, unless the Customer cancels the Service during the Trial Period via the Customer Portal, taking into account the mandatory one (1) hour cancellation notice period before the end of the Trial Period. This means a cancellation notice submitted by Customer via the Customer Portal no later than 23.00 hours ET.

21. EARLY TERMINATION / SWITCHING REQUEST

21.1 A Party is entitled to terminate the Sales Contract during the Contract Term prior to the Contract End Date by giving written Notice by separate email or post mail to the legally authorized representative other Party, without an obligation to take into account a notice period, if:
a) the other Party has ceased to exist or has been dissolved;
b) the other Party has been declared bankrupt, or it has been granted suspension of payments or entered into voluntary liquidation;
c) the other Party's business has been discontinued;
d) the other Party is in breach of any of the other terms of the Sales Contract and, if and to the extent such breach can be remedied, fails to remedy such breach within a period of thirty (30) days after having received notice with respect to such breach; and/or
e) the other Party is unable to perform its obligations due to an event of Force Majeure, provided that the event of Force Majeure has lasted more than sixty (60) days and the Parties are unable to reach a temporary solution for the Force Majeure period in spite of having negotiated in good faith with respect to such temporary solution.

21.2 Leaseweb is entitled to terminate the Sales Contract with immediate effect, by giving written notice to Customer, without an obligation to take into account a notice period, in the event:
a) the provision of the Services and/or access to the Equipment has been suspended in accordance with Section 12.1 for seven (7) or more consecutive days; and/or
b) the continued provision of the Services under the Sales Contract cannot reasonably be expected from Leaseweb, e.g. if (i) Customer or its End-User has, according to Leaseweb's findings, repeatedly breached the Acceptable Use Policy; and/or (ii) the continued performance of the Services may subject Leaseweb to a third party claim; and/or
c) Customer does not pay an invoice within the Payment Term and fails to pay such invoice, plus the interest referred to in Section 10.13, within a period of fourteen (14) days after having received notice thereof; and/or
d) of a change of ownership or Control of Customer if – in Leaseweb's view and sole discretion – (i) the party that acquires ownership or Control of Customer is of lesser socio-economic standing than the party which owned Customer or had Control of Customer as at the Effective Date; (ii) the party that acquires ownership or Control of Customer is in a similar and/or competitive line of business as Leaseweb; and/or (iii) Customer's credit position is adversely affected by such change of ownership or Control; and/or
e) a court has ruled or decided, or Leaseweb reasonably expects that a court will rule or decide, that the provision of any Service infringes upon the Intellectual Property Rights of a third party; and/or

f) Leaseweb has good reasons to fear that Customer will materially breach its obligations under the Sales Contract, and Customer does not, within three (3) Business Days upon written request, confirm to Leaseweb in writing that it will fully perform its obligations in conformity under the Sales Contract; and/or
g) Leaseweb, in its sole discretion, reasonably believes that the Customer's use of the Services and Equipment breaches (or may cause Leaseweb to breach) the Policies or any applicable laws; and/or
h) Leaseweb has reasonable doubts of Customer good standing of its business and/or related staff and/or Customer's compliance with Leaseweb's KYC requirements and/or is subject to any export control restriction globally in according with Clause 2.4 of the Policies; and/or
i) there is any end of life-cycle discontinuation of Services, licenses and / or Equipment, support and/or other business reasons causing for discontinuation of Services, licenses and/or Equipment, including the license provider's program changes or any change in license provider's terms or any breach thereof also taking into account clauses 3.3-3.5 of these Sales Terms and Conditions; or
j) the Customer deceased (in case the Customer is an internet professional or sole trader); or
k) as set out in Clause 7.6 (iii) of these Sales Terms and Conditions.

21.3 Leaseweb is entitled to terminate the Sales Contract by giving prior written notice to Customer, taking into account a notice period of at least thirty (30) days, in the event that:
a) Leaseweb has received notification from its lessor or landlord with respect to termination or expiration of the Data Center Agreement where the Housing Space - that has been licensed to Customer - is located; and
b) Leaseweb will, for any reason, not be able to arrange for an alternative and suitable location for the Housing Space within a period of thirty (30) days after having received notification from its lessor or landlord, such to be determined at Leaseweb's sole discretion.

21.4 Customer shall be entitled to terminate the relevant Sales Contract with immediate effect, by giving written Notice to Leaseweb, without an obligation to take into account a notice period, if:
a) Leaseweb unilaterally delays Contract Start Date, and such delay lasts for thirty (30) days after having received a Notification of Customer's intention to terminate; and/or
b) Leaseweb fails to remedy a Service Disruption that results in the Service provided under the Order being fully unavailable or unusable, within thirty (30) days after having received a Notification of Customer's intention to terminate.

21.5 A Party may only terminate the Sales Contract in accordance with the termination rights explicitly granted to such Party in the Sales Contract.

21.6 *This Clause is only applicable to Customers established in the European Union.* The Customer shall have the right to submit a Switching Request to initiate the switching process any time during the Contract Term by submitting such Switching Request by creating a ticket in the 'Services page' of the Customer Portal. Customer's switching right shall not apply to any custom-built or bespoke services, configurations or integrations developed specifically for the Customer and which fall outside the scope of Leaseweb's standard Service offering.

21.7 *This Clause is only applicable to Customers established in the European Union.* Customer shall submit its Switching Request taking into account a notice period of one (1) month prior to the initiation of the switching process. After this notice period of one month, the switching process will be initiated with the Transitional Period.

21.8 *This Clause is only applicable to Customers established in the European Union.* The switching request shall include the following information:
(i) confirmation of the initiation (meaning start) date of the switching process;
(ii) the reason for switching;
(iii) if the switch will be to a new (destination) cloud service provider or switch will be to an on-premises ICT infrastructure or to use several cloud service providers at the same time (multi-cloud);
(iv) how the Customer exportable data and digital assets will be ported or erased by the Customer;
(v) the details of the new cloud service provider, if applicable.

21.9 *This Clause is only applicable to Customers established in the European Union.* Transitional Period can be used by Customer or third parties authorized by Customer, for requesting switching processing assistance by Leaseweb to Customer, to the extend technically and reasonable feasible as cloud service provider with an IAAS delivery model to complete the porting of Customer exportable data and digital assets is thirty (30) calendar days starting one (1) month after the Switching Request has been received, unless the Customer requests a different Transitional Period. For avoidance of doubt, the Sales Contract will continue during the Transitional Period.

21.10 *This Clause is only applicable to Customers established in the European Union.* Under the Data Act, Leaseweb remains at all times permitted to charge the Customer with Fees for data egress in relation to in-parallel use of the Services for with several cloud service providers of the Customer at the same time (multi-cloud).

21.11 *This Clause is only applicable to Customers established in the European Union.* For the termination date of the Sales Contract, the following is applicable. The Sales Contract is terminated at the date notified by Leaseweb to the Customer at (i) successful completion of the switching process, after the Transitional
Period and after the Data Retrieval Period, upon the receipt of the Customers confirmation that the Customer exportable data and digital assets have been transferred, or (ii) in case of erasure of Customer Data at the end of the one-month notice period from the date of the Switching Request.

22. EFFECTS OF CANCELLATION / TERMINATION

22.1 Termination or cancellation of the Sales Contract shall be without prejudice to any rights or remedies available to, or obligations or liabilities accrued to the Parties, as at the date of termination or cancellation.

22.2 Upon termination or cancellation of the Sales Contract:
a) Leaseweb shall cease to provide all Services;
b) Leaseweb shall directly from the notified termination or cancellation date be entitled to erase and delete any and all data of Customer -and any and all data of Customer's End Users- from Leaseweb's Equipment, including from the Dedicated Equipment. From the date of the notice for termination or cancellation sent by Leaseweb to the Customer, the Customer shall use this notice period for its data back-up. In case of an immediate termination by Leaseweb, Customer shall be granted a Customer data back-up period of a maximum of five (5) Business Days from date of termination. In case of termination of the Sales Contract by Leaseweb due to any of the reasons set out in Clause 21.1 a), 21.1 b) and Clause 21.2 i), and/or Clause 21.2 g) of these Sales Terms and Conditions and/or Clause 2.4 of the Policies, Customer's data back-up period is not applicable and

Leaseweb has the right to erase Customer's data (including Customer's End User data) without any notice being required. All of the above set out in this Clause 22.2 b) is deemed a reasonable period for any Customer data back-up, at its own initiative, cost and account including any Customer End Users backup. Such data back-up period does not apply if at Leaseweb's discretion it is determined that Customer is in breach of any of its obligations under the Sales Terms and Conditions, Policies and/or the Service Level Agreement, and Leaseweb is not responsible or liable for any losses suffered or incurred by the Customer arising out of: (i) the non-availability of such data back-up period; and/or (ii) the erasure of the Customer's data (including any End User's data) from the Services and Equipment. The Customer's use of such data back-up period shall be Customer's sole responsibility as data processing activity and can only be executed by Customer as Data Controller and as contracting party;

c) Leaseweb shall be entitled to make the Dedicated Equipment available for use by other Customers;
d) Subject to Clauses 20, 22.6 and 22.7, all sums due to Leaseweb up to the date of termination or cancellation and originally agreed Contract End Date shall become due and payable in full immediately;
e) Customer shall, subject to Section 22.5, within 2 (two) weeks from the Contract End Date remove from the Housing Space all of the Colocated Equipment from the Data Center and shall return the Housing Space to Leaseweb in the same condition it was in prior to Customer's use thereof; and
f) Customer shall ensure that all (Internet) domains which have been registered through Leaseweb are transferred to another registrar.

22.3 If Customer does not timely remove the Colocated Equipment in accordance with Clause 22.2e) Leaseweb may - at Customer's expense - remove, take out and dispose of such Customer Colocated Equipment. At Leaseweb's sole discretion Leaseweb can decide, at Customer's expense, to store such Collocated Equipment , or return such Collocated Equipment to the Customer without Leaseweb incurring any liability for any related damages. If Customer does not timely remove the Colocated Equipment in accordance with Clause 22.2e) Customer shall be liable to pay to Leaseweb from the Contract End Date a compensation equal to one month Service Fees for the terminated Colocation Services for each month, or part of a month, that Customer has failed to remove the Colocated Equipment.

22.4 If Customer has not transferred the (Internet) domains to another registrar ultimately within five (5) Business Days of the date of termination or cancellation of the Sales Contract, in accordance with Section 22.2f), Leaseweb shall be entitled to deregister or cancel the registration of such (Internet) domains, without any obligation to provide Customer prior notice thereof.

22.5 Leaseweb will have the right to retain any Colocated Equipment until it has received payment in full of all sums due and/or payable by Customer to Leaseweb. If Leaseweb has not received such sums within fourteen (14) days after termination or cancellation of the Sales Contract, such to be determined by Leaseweb, Leaseweb shall be entitled to sell any Colocated Equipment, necessary to recoup all sums due and/or payable, at such price as Leaseweb is able to obtain in the open market.

22.6 In the event that Leaseweb terminates the Sales Contract in accordance with Section 20.3, 21.2a), 21.2b), 21.2c), 21.2d), or 21.2f), Customer has the obligation to pay to Leaseweb – without prejudice to any other rights or remedies that Leaseweb may have – within five (5) Business Days after the effective date of cancellation or termination, to pay Leaseweb the Early Termination Fee, damages, compensation.

22.7 Early termination and termination for convenience is not allowed under the Sales Contract. In the event that Customer terminates the Sales Contract prior to the Contract End Date in breach of the Sales Contract, Customer has the obligation to pay Leaseweb the Early Termination Fees. The Early Termination Fees under this Clause shall not be deemed a contractual penalty or liquidated damages. In addition, Leaseweb reserves any of its rights and remedies under the Sales Contract and by law to be fully compensated by the Customer and the Customer shall indemnify and keep Leaseweb harmless for any damages, internal and external costs and expenses incurred by Leaseweb due to the early termination under this Clause and any other breach of the Sales Contract within fourteen (14) Business Days after the termination of the Sales Contract.

22.8 In the event that Leaseweb terminates the Sales Contract or an affected Service in accordance with Section 21.2e), Leaseweb shall refund to Customer:

a) any non-recurring initial Fees or setup Fees that have been paid by Customer to Leaseweb in respect of the Service so terminated, in the event that the Sales Contract or affected Service is terminated prior to the Delivery Date; and
b) a pro rata portion of any recurring Service Fees that have been prepaid by Customer to Leaseweb in respect of the Service so terminated, if and to the extent that such prepayment exceeds the Service Fees that will accrue until the date of termination of the affected Service.

22.9 The following Sections shall survive termination or cancellation of the Sales Contract and continue in full force and effect, in addition to those Sections the survival of which is necessary for the interpretation or enforcement of the Sales Contract: Data Protection/ Personal Data (Clause 8), Indemnification (Section 17), Limitation of Liability (Section 18), Confidentiality (Section 24), Notices (Section 26), Miscellaneous (Section 27), Governing Law and Jurisdiction (Section 28).

22.10 *This Clause is only applicable to Customers established in the European Union.* Early termination and termination for convenience is not allowed under the Sales Contract, other than based on a Customer's Switching Request in compliance with all requirements under the Data Act as described in the Sales Terms and Conditions and Policies. Under the Data Act, Customer is entitled to make a Switching Request as permitted and described in Clause 21 allowing the Customer to "early terminate" the Sales Contract prior to the Contract End Date. Customer has the obligation under the Data Act to pay Leaseweb for the Early Termination Fees within fourteen (14) Business Days after the termination date of the Sales Contract as notified by Leaseweb to the Customer.

22.11 *This Clause is only applicable to Customers established in the European Union.* In addition to such Early Termination Fees Leaseweb reserves all of its rights and remedies under the Sales Contract and by law to be fully compensated by the Customer and the Customer shall indemnify and keep Leaseweb harmless for any damages, internal and external costs and expenses incurred by Leaseweb as a result of Customer's breach of Sales Contract for other reasons than early termination of the Sales Contract as a result of a Switching Request that meets all the requirements of the Data Act.

23. FORCE MAJEURE

23.1 A Party shall not be deemed in breach of any of its obligations, guarantees or warranties under the Sales Contract if, and to the extent that, performance is prevented or delayed by an event of Force Majeure, - taking into account that Force Majeure shall not apply and Customer remains fully obligated to perform all of its obligations of the Sales Contract if Leaseweb was requested for an order or quotation and/or entering in to a Sales Contract after

a Force Majeure event that the Customer could have reasonably known or been aware of -, provided that the Party effected by the Force Majeure event has:

a) promptly notified the other Party thereof in writing, as soon as reasonably possible and no later than five (5) Business Days after the first occurrence of the Force Majeure event which may be notified by Leaseweb on its website and/or Customer Portal or by email or any other means of communication or otherwise and shall be notified by Customer by using formal Notification to Leaseweb; and
b) provided the other Party with information that is reasonably available on the event of Force Majeure and the (expected) cessation or termination of said event.

23.2 The Party that is affected by an event of Force Majeure shall use all reasonable endeavors to avoid or minimize the effects of an event of Force Majeure on its performance of its obligations under the Sales Contract.

23.3 Upon the occurrence of an event of Force Majeure, the time for performance shall be extended for the period of delay or inability to perform due to such occurrence, but if an Event of Force Majeure continues for a continuous period of more than sixty (60) days the other Party shall be entitled to terminate the Sales Contract by means of Notification.

23.4 During an Event of Force Majeure, Customer shall remain liable for payment of all Fees due under the Sales Contract and Customer shall not be entitled to a refund for any Fees paid by Customer to Leaseweb for such suspended period.

24. CONFIDENTIALITY

24.1 A Receiving Party shall: (i) keep all Confidential Information confidential, (ii) not disclose any Confidential Information to any other person without the prior written consent of the Disclosing Party, and (iii) only use and reproduce the Confidential Information for the performance of its obligations under the Sales Contract and related marketing activities. A Receiving Party shall ensure and procure its employees, contractors and other related staff to comply with the Confidentiality Clause and will only receive Confidential Information on reasonable need to know basis.

24.2 The obligations contained in Section 24.1 shall not apply to any Confidential Information which: (i) at the date of the Sales Contract is, or at any time after the date of the Sales Contract becomes, public knowledge other than through breach of the Sales Contract by the Receiving Party; (ii) can be shown by the Receiving Party to the reasonable satisfaction of the Disclosing Party to have been known to the Receiving Party prior to it being disclosed by the Disclosing Party to the Receiving Party; or (iii) is required to be disclosed or used by law.

24.3 The Receiving Party agrees that any and all notes, diagrams, descriptions, memoranda and other writings or electronic information obtained from the Disclosing Party and any copies, notes or excerpts thereof containing Confidential Information shall remain the property of the Disclosing Party and that said documents shall, upon request of the Disclosing Party and at the Disclosing Party's option, be promptly returned to the Disclosing Party or destroyed upon any termination of consideration of the possible business arrangement.

25. TRANSFER OF RIGHTS AND OBLIGATIONS

25.1 Leaseweb shall be entitled to assign any of its rights or obligations under the Sales Contract to an Affiliate (or its or their successors, through merger or acquisition of substantially all of their or its assets), upon giving written announcement to Customer which shall be announced on the website, Customer Portal, email or otherwise.

25.2 Leaseweb shall be entitled to sub-contract any or all of its obligations under the Sales Contract to a third party without given notice or information thereof to the Customer, provided that Leaseweb shall remain liable to Customer for the performance of those obligations.

25.3 Without prejudice to Clause 25.1 and 25.2, neither Party shall be entitled to assign or transfer, or purport to assign or transfer, any rights or obligations under the Sales Contract to a third party (other than Leaseweb's Affiliates) without the prior written consent of the other Party, which consent may not be unreasonably withheld.

25.4 In case Customer wishes to assign or transfer, or purport to assign or transfer, any rights or obligations under the Sales Contract to a third party, Leaseweb's consent is required for each Sales Contract in the form of a Contract Transfer Request Form whereby Leaseweb shall consider in its sole discretion (i) if the third party has the same or better socio-economic standing as the Customer; the third party is not in a similar and/or competitive line of business as Leaseweb; (iii) if the third party meets the KYC Customer verification requirements (including sanction check); and/or (iv) the credit position is adversely affected by such assignment or transfer to a third party.

25.5 Nothing in the Sales Contract shall exclude or limit Leaseweb's rights to grant or create a right of pledge or other security right - for the benefit of a bank or other financial institution or other third party – on or over any or all (cash) receivables that Customer owes or comes to owe to Leaseweb.

25.6 In case of termination of the Sales Contract due to the reasons set out in Clause 21.2 i) (Customer's death), Leaseweb has the right but not the obligation, subject to conditions determined by Leaseweb at its sole discretion, to transfer the Sales Contract to the legal successor or End User of the Customer.

26. NOTICES

26.1 Unless specified otherwise herein, any notice, demand, claim or other communication under or in connection with the Sales Contract shall be in writing and shall be delivered personally or sent by registered mail or by prepaid recorded courier delivery or by e-mail, to the Party due to receive the notice at its address set forth below or such other address as any Party may specify by notice in writing to the other:

If to Leaseweb	to 9301 Innovation Drive / Suite 100, Manassas, VA 20110 United States of America; with a copy directed for the attention of the Legal Department, by e-mail to: legal@leaseweb.com
If to Customer	to the person and at the address as specified in the Customer Portal

26.2 In the absence of evidence of earlier receipt, any such Notice, including a demand, claim or other communication shall be deemed to have been received:

a) if delivered by hand, at the time of delivery;
b) if posted, on the expiration of five (5) Business Days after the notice has been provided to the courier company; or
c) if sent by e-mail, the moment the e-mail has been received on or by a mail server or mail exchanger used or operated by the receiving Party.

26.3 For the purpose of Section 26.2c) any failure to deliver -and any impossibility to receive or access- a notice, demand, claim or other communication shall be for the risk and account of the receiving Party, if -and to the extent that- such failure or impossibility is related to -or the result of- an act or omission of the receiving Party, a failure of the mail server or mail exchanger used or operated by the receiving Party, or a failure or

interruption in the services of a third party that manages or hosts of the mail server or mail exchanger used or operated by the receiving Party.

27. MISCELLANEOUS

27.1 No waiver of any of the terms of the Sales Contract or of any breach of those terms shall be effective unless such waiver is in writing and signed by the waiving Party. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.

27.2 Other than Leaseweb's sub-contractors who shall have the benefit of the Sales Contract, nothing in the Sales Contract shall confer upon any third party any right, benefit or remedy of any nature under the Sales Contract.

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

27.4 Nothing in the Sales Contract shall result in the transfer of a Party's Intellectual Property Rights (of whatever nature) to the other Party.

27.5 Leaseweb shall - without Customer's approval - be entitled to inform third parties that Leaseweb provides Services to Customer, e.g. as a Customer case during sales activities, third party events, in marketing & sales communication and on Leaseweb's website. Other than the above, neither Party shall be authorized to (i) make press or public announcements relating to this Sales Contract, without the prior written approval of the other Party, or to (ii) use the other Party's Intellectual Property Rights in any advertising, sales, promotions, or other publicity materials.

27.6 Customer is responsible for its employees, contractors and third parties engaging with Leaseweb as Customer's authorized representatives. In addition, in case Customer is represented by any person in any or all events, Leaseweb has the right to rely on and assume the apparent authority of such Customer representatives and Customer shall be held responsible and liable for any acts and omissions by such person.

28. GOVERNING LAW AND JURISDICTION

28.1 These Sales Terms and Conditions, the Sales Contract and all matters arising there from or connected therewith are governed by the laws of the Commonwealth of Virginia, with the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods, and without giving any effect to this state's or any other jurisdiction's conflict of law principles.

28.2 Subject to Clause 28.3, the competent courts of federal courts of Prince William County, Virginia, USA shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Sales Contract or other Sales Contracts or other legal relationships resulting there from or in connection therewith.

28.3 Notwithstanding the terms of Clause 28.1 and 28.2, nothing herein shall prevent Leaseweb from pursuing action in any other jurisdiction as may be appropriate for the purpose of seeking urgent and/or interim and/or interlocutory injunctive or other relief against Customer. **FURTHERMORE, THE PARTIES HERETO ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THIS RIGHT MAY BE WAIVED. THE PARTIES EACH HEREBY KNOWINGLY, VOLUNTARILY AND WITHOUT COERCION, WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF THIS AGREEMENT OR OUT OF ANY AGREEMENT, INSTRUMENT OR DOCUMENT DELIVERED, OR WHICH MAY IN THE FUTURE BE DELIVERED, IN CONNECTION HEREWITH AND AGREE THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BOTH PARTIES REPRESENT THAT THEY HAVE BEEN REPRESENTED IN THE EXECUTION OF THIS AGREEMENT AND THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.**