



## 1. Master Agreement

Webzilla and Customer may have executed an Internet Services Master Agreement (the "Master Agreement"). The Parties agree that the terms and conditions of the Master Agreement govern this Agreement. In the event of any conflict between the terms of this Agreement and the Master Agreement, the Master Agreement shall control. Any use of the Webzilla services by Customer constitutes acceptance of this Agreement.

## 2. Services

- 2.1 Customer agrees to purchase or lease from Webzilla, and Webzilla agrees to lease or deliver to Customer the following services: a connection to the Internet (IP Connectivity) and/or Content Delivery Network (CDN) and/or Cloud Servers and/or Cloud Storage and/or Colocation services and/or Equipment Rental services and/or Managed services and/or DDoS protection services and/or Software Licenses Rental services (hereinafter referred to as the "Services"). The interconnection point between Customer's equipment and Webzilla's network shall be a port on Webzilla's switch and/or router located in the Datacenter as may be defined in an Order Form (the "Interconnect Point"). Customer shall be solely responsible for provisioning and maintaining all interconnections, including without limitation all local loops, between Customer's network and equipment and the Interconnect Point necessary for Customer to use the Services.
- 2.2 Customer is, whenever applicable for Customer, responsible for (i) providing the first point of contact for its end users' support inquiries; (ii) providing software fulfillment to its end users; (iii) running its own primary and secondary domain name service for its end users; (iv) registering its end users' domain names; (v) using BGP4 routing to the Network pursuant to Webzilla's BGP4 routing policy, if requested by Webzilla; (vi) collecting route additions and changes, and providing them to Webzilla; and (vii) registering with the appropriate agency all IP addresses provided by Webzilla to Customer that are allocated to end users.
- 2.3 Customer may resell the Services to its end users, but shall not resell the Services in their entirety without Webzilla's prior written approval, which may be granted or withheld in Webzilla's sole discretion.
- 2.4 Without the prior written approval of Webzilla, Customer is not allowed to use other connections to Customer's Equipment, other than the Services and other connections from Webzilla. This includes Internet, Intranet, wireless, DSL, ISDN, PTN, satellite, IX, LAN and WAN connections.
- 2.5 Services can only be used in the applicable month or months and cannot be transferred to other Equipment as defined in an Order Form.

## 3. Methods

- 3.1 A Specific Service where applicable can either be measured and/or calculated and/or charged on a Datatraffic (the "Datatraffic") or Bandwidth (the "Bandwidth") package. These packages are based on either a Flat rate (the "Flat Fee") or on continuous measurements that will be combined at the end of each month (the "Measured Fee").
- 3.2 Datatraffic is always based on a Measured Customer's Interconnect Point. The Fee is measured as the outbound traffic at applicable scales as MB (MegaByte), GB (GigaByte) and TB (TeraByte). If applicable for a Service, where there is no interconnect point due to absence of Customer equip-

ment at the datacenter, datatraffic should be measured at the point determined by the nature of such Service, including but not limited to, edge servers, net working servers. However Webzilla will not bill the Customer for datatraffic from: a) Cloud Storage to Dedicated Servers and/or Cloud Servers in the same datacenter; and b) Dedicated Servers to Cloud Storage in the same datacenter; and c) Cloud Servers to Dedicated Servers in the same datacenter; and d) Cloud Storage in the Dallas datacenter to Amsterdam datacenter or Cloud storage from Amsterdam datacenter to the Dallas datacenter.

- 3.3 Bandwidth can be based on a Flat Fee or Measured Fee. Based on a Flat Fee, Customer is given a bandwidth for disposal, with a maximum level they cannot exceed (port configuration). A Measured Fee is the higher of inbound and outbound traffic at Customer's Interconnect Point, subject to clause 3.2. The Measured Fee will be calculated and billed by default as a "95th percentile" or on request as an "Average". The applicable scales are Kbps (Kilobits per second), Mbps (Megabits per second) and Gbps (Gigabits per second). The following abbreviations shall have the same meaning: Kbit = Kbps, Mbit = Mbps and Gbit = Gbps.
- 3.4 Customer commits to a Datatraffic and/or Bandwidth package in an Order Form (the "Committed Datatraffic") or (the "Committed Bandwidth"). The actual Datatraffic or Bandwidth is measured at the end of each month (the "Actual Datatraffic") or (the "Actual Bandwidth").
- 3.5 Extra traffic is the situation when the Actual Datatraffic or Actual Bandwidth exceeds the Committed Datatraffic or Committed Bandwidth (the "Extra Datatraffic") or (the "Extra Bandwidth"). This will not be possible with Flat Fee packages.
- 3.6 If the Actual Datatraffic or Actual Bandwidth is lower than or equal to the Committed Datatraffic or Committed Bandwidth, there will be no extra cost. Customer is not entitled to receive restitution for the unused Datatraffic or Bandwidth.
- 3.7 If the Actual Datatraffic or Actual Bandwidth is higher than the Committed Datatraffic or Committed Bandwidth, there will be extra cost according the Committed Datatraffic or Committed Bandwidth fees in an Order Form. Extra Datatraffic will be charged with a MB granularity, at a standard MB pricing. Extra Bandwidth will be charged with a Kbps granularity, at the Committed Overusage Bandwidth pricing.

## 4. Upgrade / Downgrade / Switch

- 4.1 Customer is allowed to upgrade the Committed Data traffic or Committed Bandwidth at any time (the "Upgrade Datatraffic") or (the " Upgrade Bandwidth") if this upgrade has been done before the end of the month, it will be taken into account for that month already.
- 4.2 Customer is allowed to downgrade the Committed Datatraffic or Committed Bandwidth at the end of the Term of the applicable Order Form. The applicable Order Form shall be the latest Order Form regarding an order or change in the Committed Datatraffic or Committed Bandwidth.
- 4.3 Customer may not switch between Datatraffic and/or Bandwidth packages, unless authorized by Webzilla.

## 5. Connection

- 5.1 The interconnection point between Customer's equipment and Webzilla's network shall be a port on Webzilla's switch and/or router located in the Datacenter as may be defined in an Order Form (the "Interconnect Point"). Customer shall be solely responsible for provisioning and maintaining all interconnections, including without limitation all local loops, between Customer's network and equipment and the Interconnect Point necessary for Customer to use the Services.
- 5.2 The standard Interconnect Point will be a Gigabit Ethernet (GE) port on a Webzilla switch. Webzilla may decide to provide a different port, should circumstances require it (e.g. FE, 10GE).
- 5.3 Customer is allowed to burst to full port speed. Webzilla can take measures to regulate these bursts, if it the bursts exceed 5 times the Committed Bandwidth or Committed Datatraffic, with the guideline that in case of a Datatraffic 1Gb equals 3Kbps for this Section. Customer shall use the Datatraffic evenly during the month.

## 6. Monitoring and Billing

- 6.1 Webzilla's monitoring system measures Customer's IP Connectivity every 5 minutes at the Interconnection Point. The 5-minute average data is displayed on a daily graph. The monitoring system preserves the 5-minute average data for 1 month. Only Webzilla's measurements will be used.
- 6.2 Datatraffic: the monthly Datatraffic samples are added up as to make a sum of all inbound and outbound traffic at Customer's Interconnect Point in that month. Customer is billed on a volume basis; i.e. total GigaBytes delivered.
- 6.3 Bandwidth: the monthly bandwidth is used as the basis for the rate for that month. Customer is billed on a bandwidth basis. This is either a Flat fee or a measured fee.
- 6.4 Flat Fee: a maximum level that cannot be exceeded.
- 6.5 Measured Fee: this can be either:
  - a) 95th percentile (default): the monthly samples are sorted, and the top 5% (approximately 450) samples are discarded. The highest remaining value is used as the basis for the rate for that month, and is referred to as 95th percentile speed. This effectively removes 36 hours of the highest bandwidth usage per month at Customer's Interconnect Point.
  - b) Average: the average monthly bandwidth.
- 6.6 Customer will have a web-based account to view the daily, weekly, monthly and yearly graphs of Customer's IP Connectivity.

## 7. Use of IP's

- 7.1 IP Connectivity includes a number of IPv4 IP's (the "IP's") as defined in this Agreement. Customer can request more IP's at an extra cost may be defined in an Order Form.
- 7.2 Customer is aware that a shortage of IP's exists. Customer shall therefore use IP's in a conservative manner as this is being propagated by the IANA (Internet Assigned Numbers Authority) and

it's RIR's (Regional Internet Registries). A request by Customer for more than 16 IP's shall be accompanied by a written explanation describing the distribution of the IP's over Customer's Equipment.

- 7.3 Customer shall only use the IP's that have been assigned by Webzilla to Customer. In case Customer has more than one (1) piece of Equipment, Customer shall provide a list containing Customer's Equipment and the assigned IP's. Customer shall notify Webzilla of any change in the assignment of IP's to Customer's Equipment.
- 7.4 In the event of any breach of this Section 7 by Customer, in addition to any other remedies available to Webzilla, Webzilla shall have the right to suspend the applicable Services without prior notice to Customer; provided that Webzilla notifies Customer of the suspension and its justification therefore as soon as practicable after the commencement of the suspension. Customer shall pay all costs related to this breach.
- 7.5 Webzilla provides the IP's on a temporary basis. Customer will only have the temporary right of use and cannot transfer the IP's to another ISP. Upon a written notice of at least two (2) months, Webzilla may exchange the IP's that are being used by Customer for different IP's.