

Special Terms and Conditions – 100 TB and 250 TB Service

Customer acknowledges that LeaseWeb has in this Quote Sheet / Order Form (“the Order Form”) offered the Customer a limited end-user server rate for specified LeaseWeb products and services (“the Service”), subject to the additional special terms of service contained herein, and agreed to by the customer as a condition for the provision of the Service by LeaseWeb.

1. **Change of Service.** This Service is a special limited time offering by LeaseWeb and may be cancelled, modified, or withdrawn at any time, after 14 days’ written notice emailed to the Customer.
2. **No transferability.** The Service is provisioned to end-user Customers only; and may not be resold, shared, or loaned to any 3rd party.
3. **Fair Use Policy.** The Service is provided to end-user Customers for normal, fair, and reasonable use. Bandwidth usage is to be reasonably consistent throughout every month, without irregular bandwidth usage patterns, either individually or as part of a group of Customer servers. In the event LeaseWeb, in its sole discretion, determines that the Customer is not using the Service according to this Fair Use Policy, LeaseWeb will be entitled to: (a) impose limits on the speed of the data the Customer may transmit and/or receive on any or all Customer servers with this Service, (b) re-price any or all Customer servers with this Service to the regular bandwidth rate; or (c) suspend or terminate the Service to any or all servers provided to the Customer, at LeaseWeb’s sole option.
4. **No CDN or Media Streaming.** Customer shall not be entitled to use the Service for the purpose of (i) operating ‘Content Delivery Network’; and/or (ii) ‘Streaming Media Services’; except with LeaseWeb’s prior written consent, which consent may be granted or withheld at LeaseWeb’s sole discretion.
5. **Notice of Breach.** Whenever reasonably possible, in the event of a Customer breach of any Special Terms and Conditions for this Service, LeaseWeb will email the Customer allowing 24 hours to cure the breach, before LeaseWeb takes any action. If the breach re-occurs in the same month, LeaseWeb may take any action permitted in paragraph 3, without further notice to the Customer.