

Version 2.0

Supplementary Terms and Conditions Data Centre Services

Article 1 Definitions

The terms as stated below in capitals in these Supplementary Terms and Conditions shall mean the following:

Supplementary Terms and Conditions	these Supplementary Terms and Conditions Data Centre Services which, in the same way as the General Terms and Conditions, form part of the Agreement
Data Centre Services	the services to be supplied by the Service Provider by reason of the Agreement which, among other aspects, can also include the use of floor space, cages, cabinets and appertaining Facilities
Premises	the premises where the agreed activities relating to the Data Centre Services take place
Customer Equipment	the equipment owned by the Customer with which the Data Centre Services can be used
Location	the location(s) stated on the Service Order Form in the Premises where the Data Centre Services are provided
Agreement	the agreement relating to the Facilities of Data Centre Services as specifically stated on the Service Order Form

Facilities the technical facilities including cages, cabinets and cabling made available to the Customer by the Service Provider.

Article 2 Applicable terms and conditions

- 1 These Supplementary Terms and Conditions are, as are the General Terms and Conditions, applicable to the Agreement and the legal relationship between the Service Provider and the Customer.

Article 3 Obligations on the part of the Customer and the Service Provider

- 1 Unless otherwise agreed to the contrary, the Customer is responsible for the supply and installation of the Customer Equipment (including additions and replacements) at the Location.
- 2 The Service Provider and third parties instructed by said Service Provider only are authorised to realise, put into operation, maintain, repair, check periodically, alter, move or to remove the Facilities. The Customer shall grant access to the Customer Equipment to the Service Provider or Third Parties as intended on the first request made by the Service Provider. The Service Provider may alter the type, software and/or the specifications for the Facilities to guarantee service quality. The Service Provider shall hereby take the interests of the Customer into account.

Article 4 Installation

- 1 The Service Provider and the Customer shall determine the time of access to the Location and commencement for use of the Data Centre Services in joint consultation. The commencement of use of the Data Centre Services is dependent on the moment of installation of the Customer Equipment.

- 2 By signing an acceptance form, the Customer declares agreement with the Location, the Data Centre Services to be delivered and, following installation, agreement with the Facilities. The Customer receives the Facilities on loan (unless otherwise agreed). Use of the Data Centre Services by the Customer means, in any case, that the Customer is in agreement with the Facilities and installation of said Facilities.

Article 5 Access to the Premises and Place of Use

- 1 The Customer shall have the non-exclusive right of access and use of the Premises and the Location under the terms and conditions as stated in the Agreement and the procedures as deemed by the Service Provider. The Customer will be advised of these procedures.
- 2 The Service Provider shall have access to the Location at all times.
- 3 The Service Provider retains the right, after having informed the Customer accordingly, to move the Location to another suitable Location within the Premises entirely at the Service Provider's own discretion.

Article 6 General obligations on the part of the Customer

- 1 The Customer shall use the Data Centre Services solely in accordance with the Agreement and/or other (user) instructions issued by the Service Provider.
- 2 The Customer shall use the Data Centre Services solely in accordance with the legislation and this usage shall not prejudice third parties.
- 4 The Customer shall treat the Customer Equipment and, if applicable the Facilities, with due care and refrain from any act as a result of which it could be expected that this could be harmful for the Facilities and the Location. The Customer shall not connect any equipment at the Location and /or connect any equipment to the Facilities which does not comply with reasonable safety requirements and/or applicable legal requirements.

- 5 The Customer Equipment, Facilities and the Location may only be used in combination with the Data Centre Services. The Customer is responsible for any usage of the Customer Equipment, Facilities and the Data Centre Services, even should this usage take place without the permission of the Customer.
- 6 At the request of the Service Provider, the Customer shall issue the Service Provider, at no cost, with all manuals or other material including diagnostic software and any other own information relating to the Customer Equipment in so far as this is useful or necessary to enable the Service Provider to provide the Data Centre Services.