

# Terms and Conditions for Housing (Colocation)

Revised 29-07-2010

Version 3.0

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## 1. Presupposition

This document specifies conditions for the use of Netgroup's housing facilities, access procedures regarding these facilities, maintenance of these facilities and specific conditions relating to this service.

All deviations from the terms specified in this document and Netgroup's General terms and Conditions must be clearly specified in the Customer's Purchase Agreement.

The Customer's use of housing facilities and the equipment located at these facilities is at the Customer's own risk, and Netgroup is in no way liable for any losses or damage to equipment, housing facilities or other Netgroup property or for any claims made by a third party resulting from the customer's use of the housing facilities.

## 2. Regulations Governing Behavior

Netgroup reserve the right to prepare reasonable rules governing the period covered by the agreement regulating access to and behavior in the housing facilities (these include Health and Safety regulations relating to workplace health and hygiene). These regulations may require adjustment as a consequence of legislative changes, including regulations etc. The Customer is obliged to provide training for employees and persons that the Customer is responsible for, informing them of these regulations. It is the Customer's responsibility to ensure that these regulations are adhered to. Netgroup can refuse the Customer's personnel access to housing facilities in the event that they have reason to believe that these regulations have not been or will not be respected.

## 3. Removal of Equipment

Prior to the cessation of the period covered by the agreement the Customer must detach and remove Customer equipment from Netgroup's network and remove this equipment from the housing facilities. If this does not occur Netgroup reserve the right to perform this operation at the customer's expense – to be charged at current Netgroup rates.

## 4. Dimensions of Data Centers and Cabinets

Netgroup rent out rack cabinets in the following sizes: 1/1 rack cabinets (42U or 47U), 1/2 rack cabinets (20U or 22U) and 1/4 rack cabinets (10U). All rack cabinets can be accessed by the customer from both sides of the cabinet. As standard, Netgroup use 2U in all rack cabinets when installing electricity supplies and network connections.

The internal height of Netgroup's data centers, i.e. including modularly raised floors and space under floors is at least 2.8 meters (at least 2.5 meters above the floor and a minimum of 0.3 meters under the floor). Floor plates are 0.6 m x 0.6 m with antistatic surfaces. The maximum load on the raised floor is 300 kg/point and 600 kg/m<sup>2</sup>. Heavier items can be placed on a metal structure against payment of a fee.

## 5. Shared Rack Cabinets

In the event that the Customer does not require their own rack cabinet, entailing that the Customer has no physical access to their own equipment, the rental charge will be based on the number of servers installed and stored in dedicated locked rack cabinets which only authorized Netgroup personnel have access to. Access to these may be requested between 10:00 and 16:00 during normal working days and is only possible when accompanied and monitored by Netgroup personnel. The Customer will be invoiced for any Netgroup personnel transport time and time spent on accompanying and monitoring Customer staff at current Netgroup rates.

## 6. Cabletray Systems and Cables

Cabletrays are metallic and are located beneath the raised floors or in specially designed channels at the top of the rack cabinets. The system is earthed to the system earthing. Only low-flammability non-halogen copper cables are employed.

## 7. Earthing

Housing facilities are equipped with an earthed electrode with a resistance of less than 5 Ohm in relation to neutral resistance. Raised floors are standard in Netgroup facilities and earthings are thus often located under the raised floors. All metal components which are attached to the building during construction are earthed to the main earth connection's busbar.

## 8. Access

Access to housing facilities is available 24 hours a day 365 days a year. The rooms have separate entrances and are protected by alarms and passwords. Should the Customer so require, the customer's area can be protected by fencing against the payment of a fee.

For Customers to whom Paragraph 5 above applies, access is only provided during the hours stated and in accordance with the conditions described..

## 9. Monitoring and Alarms

Netgroup's data centers are equipped with alarm systems which are directly connected to professional 24 x 7 security services. The facilities are monitored 24 hours a day 365 days a year via active camera monitoring systems (with a minimum log of 90 days) and are patrolled by a security company. Netgroup's technical personnel are also available 24 hours a day and receive notification in the event that an alarm is triggered. In the event that a Purchase Agreement specifies that Netgroup carry out monitoring of the Customer's equipment this will take place constantly and at regular intervals with e-mail and or SMS notification being provided in the event of operational issues.

## 10. Electricity Supply and Consumption

All Netgroup's housing facilities' electricity supplies have in-built redundancy and are internally connected with an UPS and diesel generator, and, in some cases, an ATS.

Each rack cabinet in Netgroup's data center is equipped as standard with redundant power supply and network cabling. The size of the rack cabinet's fuse must be clearly stated in the Customer's Purchase Agreement, but will typically be 16 amps (A+B feed) in a standard rack cabinet.

Equipment for which it is possible to arrange a dual power supply should be attached via powerfeed A and powerfeed B in order to ensure redundancy and maximal up time. Netgroup perform regular tests and maintenance which can cause operational disruptions to one power feed and if the equipment is not connected to a redundant power supply this can result in operational disruptions.

Electricity will be supplied to the entire rack cabinet by agreement and, unless otherwise clearly specified in the Customer's Purchase Agreement, the size of the fuse installed in the cabinet's A feed will be equal to the maximum permitted level of current in the rack cabinet in question. Thus if a 16A plugset is used (A+B powerfeed) the rack cabinet can only be used up to a maximum of 16A.

Half rack cabinets can only handle up to 4.5A, and for quarter cabinets the limit is 2.25A. Note that in these cabinets a fuse is installed that protects the entire cabinet and is shared between the customers using the cabinet in question.

Unless otherwise clearly specified in the Purchase Agreement, Netgroup reserve the right to interrupt the electricity supply to Customer equipment in the event that shared cabinets use more power than specified in the above. Where possible the customer will be notified before such actions are taken.

Unless otherwise clearly stated in the Customer's Purchase Agreement, electricity consumed will be charged per kWh. The price of electricity will be set in accordance with Netgroup's own costs and as of 1/8-2010 is 1.55 DKK per kWh. This price will be adjusted in the event that the electricity companies regulate the prices Netgroup or Netgroup's suppliers are charged.

Eventual alterations to electricity charges will follow changes to the prices demanded of Netgroup.

Electricity consumption will be invoiced in advance at 75 percent of the total current made available (plugsets) and this amount will subsequently be corrected to take account of actual consumption.

In cabinets which do not have electricity meters which can provide accurate measurements of monthly electricity consumption consumption will be calculated according to the following formula:

$$\text{Electricity consumption} = (A + ((B - A)/2)) \times 1.1$$

Where A is the level of electricity consumption at the beginning of the month and B is the level of electricity consumption at the end of the month. Measurements will be taken manually at the switchboard by a qualified electrician at random times at the beginning and the end of the month. Thus, if consumption is 4A at the start of the month and 7A at the end of the month the calculation will be as follows:

$$\text{Electricity consumption} = (4 + ((7-4)/2)) \times 1.1 = (4 + 1.5) \times 1.1 = 5.5 \times 1.1 = 6.05A \text{ (1,016 kWh)}$$

This formula is based on a review of our customer's electricity consumption over several months and has proven to generate a realistic picture of the actual level of electricity consumption. Netgroup reserve the right to introduce alterations should the customer consciously abuse this method of calculating electricity consumption to reduce their electricity payments.

If a customer's electricity consumption is greater than the electricity included in the rack cabinet (typically 10A or 16A) Netgroup will inform the Customer that their consumption is excessive. In the event that this consumption is not

reduced the customer will be invoiced for a further plugset insofar as it is felt that the desired amount of electricity is available.

## 11. Generator

The housing facility features a diesel generator which is designed to be able to supply the entire data center with uninterrupted A/C current for a minimum of (48) hours timer without having to be refueled. In principle the diesel generator can continue to operate so long as it is kept refueled.

## 12. Operating Environment

Redundant HVAC (Heating, Ventilating, and Air Conditioning) systems are installed in all Netgroup data centers, and each room is equipped with a modular refrigeration system to a minimum N+1 redundant system. Netgroup guarantees temperatures of 23 +/- 6 degrees Celsius.

## 13. Fire Prevention

Inergen or similar firefighting systems, optical smoke alarms, fire resistant walls and ion alarms.

## 14. Access to Netgroup's Facilities

Netgroup provide access to housing facilities to the Customer and the Customer's representatives for the following purposes, with the exception of Customers covered by Paragraph 5 above:

- To install, maintain, repair or remove the customer's equipment.
- To connect the Customer's equipment to Netgroup's infrastructure.

The Customer's technicians or other technicians appointed by the Customer will have unhindered 24/7/365 access to install, inspect, maintain and remove equipment, in the event that they have been supplied with passes and passwords by Netgroup. Passes feature photos, names and company names and other information relevant to access to Netgroup's housing facilities. The pass must be visible at all times when personnel visit Netgroup sites.

In the event of an emergency any person appointed by the company will be provided with access to the site 24/7/365 to perform emergency repairs. These persons must be approved by Netgroup prior to their admission to the housing facility and access will normally be conditional on their being accompanied by Netgroup personnel for which service fees will be levied at the current Netgroup rate.

The Customer must provide at least two days warning in the event that other individuals are to be granted access to the Customer's equipment.

The Customer guarantees that neither the Customer nor the Customer's guests will touch or interfere with equipment other than the Customer's own equipment and that the Customer will not hold Netgroup liable for any damages that Netgroup or a third party may claim which result from any of the Customer or the Customer's guests' actions in relation to the third party's equipment as located in any facility whatsoever.

The Customer will exercise their right to access in keeping with all reasonable procedures and instructions (including security procedures and the following housing regulations) devised by Netgroup in accordance with all the relevant safety regulations issued by public bodies.

## 15. Housing Regulations and Conditions

Netgroup have devised the following rules in order to meet legislative requirements, instillation guidelines, health and safety legislation and fire safety rules.

The following access conditions hold for persons granted access to Netgroup's facilities. Please read and make yourself familiar with the following conditions.

The Customer agrees to abide by the following rules:

- a. Only authorized Customers and their employees are authorized to access the housing facilities. Photo ID passes must be worn at all Netgroup sites.
- b. The Customer is responsible for inspection for possible hazards (bombs, gas, fluids, hazardous chemicals or organic materials or any other substance whatsoever that may constitute a threat to the physical safety of the site) that material which the Customer brings into or installs on Netgroup premises may constitute. This inspection should take place before the materials in question are taken to Netgroup facilities.
- c. Flammable material such as cardboard, plastic, packaging, manuals (paper) and similar may not be stored in Netgroup's data centers or in the Customer's rack cabinets and will be removed instantly if discovered by Netgroup personnel. Fees for this service will be charged at the current rate.
- d. Smoking is expressly prohibited. All Netgroup housing facilities/areas are smoke-free zones.
- e. No food or drink may be consumed in the data centers.
- f. Internal doors must be kept closed in order to ensure that fire prevention equipment can remain fully effective. The facility's outer door must be kept closed for security reasons.
- g. In the event of an alarm, leave the building directly. In the event that the fire alarm sounds the fire fighting system will be activated automatically.
- h. Avoid dangerous situations. Do not utilize equipment that can be hazardous without Netgroup's prior permission.
- i. No welding, sawing, grinding or cutting is permitted in the housing facility area. A reasonable agreement must be reached with Netgroup should you wish to perform such activities in the technical areas.
- j. Cabling outside the Customer's area / rack cabinets may only be laid by Netgroup unless otherwise agreed.

- k. Customer facilities must be kept clean. Remove all waste and dust. Any traces of work performed must be carefully removed / cleaned before leaving the facility. Materials such as packaging, cable stumps, defective equipment etc. left behind by the Customer will be removed and destroyed. Any time spent on performing this operation will be invoiced to the Customer at current rates.

## 16. Routine Maintenance

Netgroup or Netgroup's subcontractors undertake to test and maintain the following elements on a regular basis:

- Visual inspection of data centers
- Cleaning
- Test of UPS and diesel generators
- Technical tests of access and alarm systems, fire fighting equipment and cooling systems.
- Maintenance of buildings and the site in general.