

# Terms and Conditions Datacenter

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## 1. AREA OF APPLICATION

Reference is made to GlobalConnect's Subscription Terms and Conditions (link below) which govern the use of GlobalConnect services and consists of general terms and conditions that apply to all services. This appendix (Terms and Conditions GlobalConnect Datacenter) regulates special conditions for the GlobalConnect Datacenter service, which are not stated in the GlobalConnect Subscription Terms and Conditions and will apply in addition to the GlobalConnect Subscription Terms and Conditions, also available at [www.globalconnect.no/avtalevilkar](http://www.globalconnect.no/avtalevilkar).

## 2. PRICES AND PAYMENT

### 2.1. Rent adjustment

The rent is adjusted annually the 1<sup>st</sup> of January in line with the changes in Statistics Norway's consumer price index (CPI). If Statistics Norway's CPI is discontinued, another equivalent publicly available index will be used. However, the index regulation shall not cause the rent to be reduced to a smaller amount than specified when the lease agreement was signed or the amount that applied after the last market adjustment.

### 2.2. Payment terms for electricity

Electricity will be invoiced monthly in arrears based on actual consumption at locations with variable power measurement. Price pr. kWh will be adjusted running without notification based on the following criteria's: P.U.E, grid cost, tax and power price. At locations with fixed rates for electricity, the electricity will be invoiced in advance as described in the GlobalConnect Subscription terms and conditions. This is agreed with the Client when entering into the agreement.

### 2.3. Over-consumption of power and cooling

When signing the contract, the Client orders a given available capacity of cooling and power that must not be exceeded. If the ordered capacity is exceeded, the Client's subscription will be upgraded to the next level of capacity, assuming there is spare capacity available in the installation. This will entail increased costs for the Client.

### 2.4. Post-payment invoice

GlobalConnect reserves the right to invoice post-payment for up to 36 months for discrepancies in invoicing in relation to actually utilized services, volume and power consumption.

## 3. DELIVERY OF THE SERVICE

The rental object is leased out in the condition it is in when the agreement is signed. Work in associated with the installation must be performed by authorized personnel in terms of both safety and knowledge of earthing of electrical equipment etc. Unless otherwise agreed, the Client is responsible for delivery, installation, connection and testing of client equipment, and must coordinate the further implementation with GlobalConnect, and hence keep GlobalConnect informed concerning the progress and completion of such work. GlobalConnect must approve that installation and assembly are properly executed. If GlobalConnect's control shows that the Client's equipment is not

installed according to the instructions as agreed and described in Appendix 4, a change must be implemented immediately by the Client and paid for by the Client. Installation at a location different than that indicated by GlobalConnect will be invoiced to the Client and removed at the Client's expense. The Client is not entitled to Service Quality Compensation if the equipment is not installed in accordance with GlobalConnect's instructions.

The Client has a responsibility to ensure that the Client's equipment does not interfere with or negatively affect other communications or computer equipment that is placed in the Data Centre. In such cases, GlobalConnect can require that the equipment must be turned off or removed with immediate effect. If measurements show that the Client's equipment interferes with GlobalConnect's technical installations, rectification must be carried out immediately and paid for by the Client. If the error cannot be corrected, GlobalConnect can require that the equipment must be removed. It is the Client's responsibility to ensure that all equipment deliveries to the Location are agreed in advance with GlobalConnect. This also applies during normal working hours. A one-off cost will be charged to the Client if GlobalConnect is required to receive the Client's equipment and this must be specifically agreed.

## 4. SECURITY

### 4.1. Access

The Client shall have access to Datacenter for installation, operation and maintenance at all times of the day or night throughout the year. In this respect, the Client is responsible for all those who are granted access to the Client's rental object.

## 5. RENTAL OBJECT

### 5.1. Use of the rental object

The rental object must only be used for the deployment of servers and telecommunications equipment. Other uses of the rental object are not permitted without GlobalConnect's prior written consent. Installation work, rearrangement or any other change whatsoever in or of the rental object must not take place without GlobalConnect's prior written consent. The Client is responsible for keeping the rental object in an orderly condition and is responsible for maintenance of his own equipment. Any work for which the Client is responsible shall be performed without undue delay and in a good, workman-like manner. All change work must be documented in detail and submitted to GlobalConnect. The Client undertakes to ensure that the rental object is not used in a manner that causes abnormal wear or damage, or causes a nuisance to other tenants or neighbours by dust, noise, smell, vibration or otherwise. Costs related to any improvements and any compensation in this regard are the responsibility of the Client.

### 5.2. Maintenance of the Rental Object

GlobalConnect is responsible for maintenance of the building and maintenance of technical structural installations. Expenses resulting from government requirements for increased technical standards, which may be imposed on GlobalConnect during the term of the lease, may be charged to the Client by GlobalConnect to the extent that the

changes benefit the Client. Similarly, GlobalConnect undertakes to replace technical installations such as ventilation systems, UPS, cooling systems etc. when it is no longer possible for these to be maintained profitably.

GlobalConnect is not entitled to make technical alterations to equipment deployed by the Client unless this is initiated and managed by the Client.

### 5.3. Moving from Location

Should it be necessary for GlobalConnect to move from a location for reasonable business considerations for GlobalConnect or for the Client, GlobalConnect will perform the physical relocation of the Client's existing equipment free of charge for the Client, and will arrange for a moving process that minimizes disruptions. It is the Client's responsibility to disconnect and reconnect all the equipment. GlobalConnect shall notify the Client in reasonable time prior to any relocation.

### 5.4. Cancellation of the Rental Object

When the client cancels the rental object, it must be vacated and returned emptied of the Client's equipment and in clean condition. The rental object must be returned in the same condition as when it was taken over, apart from deterioration due to age and normal wear. The Client undertakes to dismantle any equipment and fixtures that the Client has installed in the datacenter at his own expense before the agreed date. Damage caused in this connection must be repaired by the Client. The service will be invoiced until the rental object has been vacated, the Client has documented this for GlobalConnect with photos of the emptied rental object, and all keys/access cards are returned to GlobalConnect. Invoicing ceases when the documented photo has been submitted to and approved by GlobalConnect, but not earlier than required by the notice period and agreement period. Defects that the Client has not repaired may be repaired by GlobalConnect at the Client's expense.

### 5.5. Client's waste

The Client is responsible for ensuring that no cardboard or other easily inflammable material is placed in or near the racks.

Waste must be placed in the property's waste containers. Waste of extraordinary size or character must be removed by the Client at his own expense. Otherwise, GlobalConnect is entitled to remove the waste at the Client's expense.

### 5.6. Fire and other damage to the Rental Object

GlobalConnect is not obliged to rebuild or repair the leased object as a result of damage caused by fire or other causes not attributable to GlobalConnect. In this case, the tenancy would then cease for all or part of the rental object. The Client is responsible for all of his own equipment. GlobalConnect is entirely without liability for the Client's equipment and accepts no responsibility for any damage, whether the damage is caused by fire, theft or other causes. If the Client shares space with other clients, and the Client's equipment is damaged by other clients, the Client cannot demand compensation from GlobalConnect, but only from the client who has caused the damage. The Tenancy Act applies to the extent the Agreement does not regulate the agreement.

#### 5.7. Billing of service

Unless agreed otherwise the billing of the service will start when the Client has moved equipment into the Datacenter. Billing will start no later than 3 months after the Agreement has been signed.

#### 5.8. Security in the Clients hardware

If the Client is unable to maintain payments as agreed upon in the services contract, GlobalConnect will have the right to withhold the Clients hardware until all claims have been settled. However, GlobalConnect is not entitled to use the Clients hardware to uphold its own obligations.