

## SERVICE: COLOCATION

### SPECIAL TERMS

#### 1. INTRODUCTION

SYNAPSECOM has the ability to offer colocation services, maintenance, management in a special conditions' environment, protection of electrical, mechanical and other technical equipment and telecommunications equipment in general, IT and its infrastructure. The provision of the above mentioned services in a special telecommunication facility center, which is in the exclusive property and occupation of SYNAPSECOM or leased by it, (herein after "Center") and which shall function for this purpose, and is also suitable because of the special safety conditions, for the housing and installation of the equipment. The Customer operates, for the purpose of its business, computer servers and telecommunication equipment (hereinafter the "Equipment") and wishes to operate such Equipment within a telecommunication facility center that has the appropriate specifications for the operation of such Equipment, which shall be defined in the clauses of the General Terms of the Agreement, the Special Terms herein, and the relevant Order Form.

The Customer Client has reviewed all of the Center's physical and technical conditions, including the air conditioning system, the electrical primary and backup systems, the security system, the drainage and fire extinguishing systems, the wiring and/or telecommunications systems and the rest of the electronic and technical systems and he has found that all such systems are compatible with its requirements and demands concerning the operation of its Equipment.

SYNAPSECOM has agreed to offer to the Customer certain Services within the Center for a specific period of time and the Customer has agreed to accept such Services according to the terms and conditions of the General Terms of the Agreement, of the Special terms of each service and of the relevant Order Form.

#### 2. DESCRIPTION OF THE SERVICE

2.1 SYNAPSECOM takes the responsibility to render the herein services and for this reason shall grant the use of the below mentioned Equipment Space at no additional cost, besides the cost for the colocation services it shall provide, which will be combined with the Internet Access Services, as well as the obligation to provide the mentioned services for the entire duration of the initial agreement, or after an extension of this agreement, so that the Customer is able at all times to use the Services and the Equipment Space, according to its business needs and the General and Special Terms of this Agreement.

2.2 It is agreed herein that the services SYNAPSECOM shall render the Customer are the following:

##### 2.2.1 Rack Services:

- Continuous AC power supply which is ensured as follows: Continuous power supply system which includes UPS and diesel generator and double path of power supply (A+B), so that in case of failure of one path the other one is secured. In order for the Customer to make the best out of this service, it is necessary that its equipment has double power supply units.
- Switched/metered power strip with the ability to monitor through online portal
- False ceiling or/and raised floor with cable trays
- air conditioning system with protection

##### 2.2.2 Services of the Center

The services of the Center are the general physical and/or technical conditions as exist at the Center such as:

- Electricity, Air conditioning, Fire detection system, gas extinguishing system, water extinguishing system and cleaning services.
- Entrance security control to the Center (access cards) and closed circuit security system over the Site with central control equipment monitoring the Site and the customer's installed equipment if requested and camera assistance for purposes of identification.
- Disposal of all rubbish.
- Access provision for authorized client and maintenance staff
- Provision of adequate lighting

For the avoidance of any doubt all cabling and connections, up to the point of entry to the Site, and inside the equipment, are at the responsibility and cost of the Customer.

Inside the Center, from the point of entry up to the equipment, shall be considered as special services and shall be charged to the Customer according to SYNAPSECOM's list of fees.

### **2.3 LOCATION OF EQUIPMENT**

The equipment space is inside the Rack within the Center, which is defined in the Service Order Form. In the Customer's equipment there will be a special power consumption meter that SYNAPSECOM shall supply and install.

### **2.4 SYNAPSECOM's WARRANTIES**

The warranties set out herein are the only warranties given by SYNAPSECOM under this Agreement. SYNAPSECOM warrants and strictly states that she shall provide the Services with reasonable care and skill. The Customer shall notify SYNAPSECOM for any violation of this Agreement, which the Customer considers to have occurred by SYNAPSECOM or a third party, but also for any violation that might come to his attention.

The Customer acknowledges that SYNAPSECOM cannot (and does not) guarantee, represent or warrant that the Services will be uninterrupted.

## **3. TERMS OF SERVICE PROVISION**

- 3.1 It is agreed that any rights deriving from this Agreement, such as the Customer's right to install his equipment in the Equipment Space, the right to enter the Center, the Equipment Space, or/and any other right granted to the Customer according to this Agreement, do not constitute and is not possible to be interpreted as concession or creation or promise of concession for the Customer of any ownership right or lease relationship or other, in the Center or the Equipment Spaces.
- 3.2 The Customer has the right to install his Equipment in the Equipment Space with the purpose of acceptance of the Services provided by SYNAPSECOM in this Agreement, according to the General Usage Terms of the Center and the special agreements that are mentioned herein. The Customer shall not be permitted to carry out any alterations in the operational specifications of the Center and of the Equipment spaces without the previous written consent of SYNAPSECOM. In case SYNAPSECOM decides to grant such an approval, SYNAPSECOM shall set the terms and conditions for such alterations and shall have the right to interrupt any relevant works carried out, at any time, at its absolute discretion, in the event that such alterations are likely to cause damages to the Center or to the equipment located therein.
- 3.3 It is strictly agreed herein that SYNAPSECOM shall not have the right to move and reinstall the Customer's Equipment from the Equipment Space, in which it was originally installed, without previous written consent from the Customer. In the event that a situation arises which may affect the uninterrupted provision of the services by SYNAPSECOM to the Customer, SYNAPSECOM can at her own expenses, after written consent by the Customer, -in case of Customer's denial, this denial must be justified- move and reinstall the Customer's Equipment from the Equipment Space to which it was originally installed, in another Equipment space, where the physical and technical conditions shall be the same and will respond perfectly to the Customer's needs and business functions as they are defined herein. This change shall be subject to a previous ten (10) days written notice by SYNAPSECOM to the Customer, and in case of emergency, the written notice shall be made as soon as possible, and any other change shall be effected under the terms and conditions mutually agreed.
- 3.4 SYNAPSECOM offers the Customer smooth and uninterrupted access to the Center, according to this Agreement and the General Usage Terms of the Center. It is explicitly agreed that according to both Parties discretion, it is possible, in case of an emergency, that the Customer shall not be allowed to access, partially or wholly in the Center. More specifically in order to facilitate the access to the Equipment Space the Customer is obliged to provide periodically and whenever it is deemed necessary, due to changes in the list of persons that have the right to access the Equipment Space, a list to SYNAPSECOM with the authorized persons to be granted access.
- 3.5 It is explicitly agreed that none of the above mentioned clauses is to provide the Customer with any right of access to any other space of the Center, apart from the Equipment Spaces, the access corridors that lead from the point of entrance into the Equipment Spaces of the Center and in the common areas. The Customer is not allowed to access any

other space of the Center, such as the Control Center, other customer's Equipment spaces, battery rooms, pump rooms, generators rooms, transformers' rooms or/and any of the such, apart from Equipment Spaces, common areas, and access corridors.

- 3.6 The Equipment of the Customer and any other additional equipment shall be at the Customer's own responsibility and risk at all times and the Customer shall be responsible for insuring the equipment against all risks. The Customer shall also maintain and keep in full force and effect for the duration of this Agreement insurance policies for any liability, employer's liability, property damage (real or other), business interruption and such other commercial risks as are likely to arise out of the use of the Services by the Customer, together with such other liabilities as SYNAPSECOM shall reasonably specify and it will be at any time requested by SYNAPSECOM ready to provide SYNAPSECOM with all relevant documents. Such insurance shall be maintained with a reputable insurer accepted by SYNAPSECOM.
- 3.7 The Customer undertakes to use the spaces in such a manner that shall not cause radiation nuisance, induction, noise, smoke, smell or any other nuisance according to any law or regulation. The Customer undertakes to use the Equipment Space and the sections of the Center that he shall have access to, including entrances, service rooms, and any other public area, in a reasonable manner, and specifically shall not cause delays in the use of the elevators and preserve the cleanliness and the physical integrity of the stairwells. The Customer's right of access to the Center shall be limited to those representatives specified in a list submitted to the SYNAPSECOM prior to the allocation of the Equipment, and, within the Center, these representatives shall have only those rights of access necessary for the utilisation of the Equipment Spaces, meaning that these representatives shall enter and exit the Center through the main entrance and proceed immediately to and from the Equipment Space via a direct route, without any delay and/or any pause. SYNAPSECOM shall be entitled to determine a written procedure for entrance, exit and presence of the Customer's representatives in the Center, which shall apply to all those who enter the Center or any particular of them at SYNAPSECOM's sole discretion.
- 3.8 The Customer shall be entitled to install the Equipment in the Equipment Space, only if he bears the type of permit requested, if those are requested, and since his equipment is in accordance to international standards and is manufactured according to international regulations. The installation and/or replacement or renewal of the Equipment of the Customer that must comply with the aforementioned shall be possible only after SYNAPSECOM's written consent, and any refusal by SYNAPSECOM should be justified. It is strictly agreed that any addition and/or alteration that the Customer shall carry out in the Equipment without receiving SYNAPSECOM's permission as specified above, with the exception of installation and/or replacement of the Customer's Equipment, shall be deemed to be the property of SYNAPSECOM, but SYNAPSECOM may at its sole discretion, demand that the Customer restore the Equipment to its previous condition at the Customer's expense. The Customer is obliged to allow SYNAPSECOM and/or any other on her behalf to enter the Equipment Spaces, at any reasonable time, as long as this entrance is coordinated with the Customer and takes place with the presence of his authorised representative, except in any case of emergency, such as among others, fire or flood, in which case SYNAPSECOM and/or anyone on her behalf has the right to enter in the Equipment spaces immediately and/or without the presence of a representative on behalf of the Customer. The Customer undertakes to strictly preserve the completeness and integrity of the Equipment Spaces and to maintain it, at all times, in a good, proper and satisfactory condition subject to natural amortization. The Customer is obliged to repair immediately and at his expense any damage caused by the Customer and/or any of his employees and/or any other party on his behalf. The Customer undertakes to preserve the cleanliness of the Center and its surroundings and especially to preserve the cleanliness and completeness of the public areas in the Center and the access routes to the Equipment Spaces including stairwells, entrance rooms, elevators, and any other public area, subject to natural and reasonable amortization in the circumstances. In the case the Customer shall not maintain the Equipment Space in a proper condition and /or shall not repair anything requiring repair in the Equipment Space and/or shall not carry out his obligations under the Clause 3.7 and Clause 3.8 and/or shall not return the Equipment to SYNAPSECOM at the end of the term of the Agreement in a proper condition as said in this Agreement with the exception of natural and reasonable amortization and/or in case any damage is done to the Equipment Space and/or the Center by the Customer which was not fully repaired by the Customer, then in addition to any other remedy SYNAPSECOM may be entitled, according to any law, to the right to carry out any repair and/or activity as she shall see fit in order to repair the damage and/or restore the previous condition of the Equipment Space and/or Center at the Customer's expense, as long as prior to SYNAPSECOM carrying out any said repair or activity, she gave the Customer prior written notice of her intention to carry out the repairs and/or activities, and the Customer did not, within 15 days of dispatch notice, start to carry out the repairs and/or activities and/or did not carry them out continuously to full completion. In this case SYNAPSECOM shall notify the Customer earlier and at the latest five (5) days in advance, for her intention to proceed with the repairs, and the Customer shall not be able to deny, without reason, to the execution of these repairs. The Customer hereby undertakes to pay SYNAPSECOM, immediately upon her first demand, all amounts paid by SYNAPSECOM for activities carried out in accordance with the aforementioned, only if he has been notified for the cost of the repairs with the aforementioned five (5) days prior written notice on behalf of SYNAPSECOM and has accepted the relevant cost

or since notified according to the aforementioned has not opposed. SYNAPSECOM's invoices, regarding such costs shall be deemed to conclusively evidence their correctness and the Customer undertakes to reimburse SYNAPSECOM for invoices submitted to him by SYNAPSECOM within 30 days from the submission of the invoices to him.

- 3.9 In spite of the aforementioned, it is agreed that the maintenance activity and repair of the systems mentioned above shall be performed by SYNAPSECOM in a time schedule that shall be made known to the Customer, and the Customer shall not have the right to execute any maintenance activity and/or alteration in any of the above mentioned systems or any other central utility system of the Center. Whenever a disruption to the services mentioned above is deemed necessary by SYNAPSECOM, SYNAPSECOM shall provide an advance notification to the Customer three (3) days prior. In case of an emergency maintenance, SYNAPSECOM shall be able to take all necessary action with two (2) days prior notification of the Customer. In these cases any denial from the Customer's side must be justified.
- 3.10 In any case that there shall be need for any maintenance activity and/or repair and/or modification in any of the systems mentioned above, the Customer shall notify SYNAPSECOM in writing and SYNAPSECOM shall perform the necessary activity and/or repair and/or modification at her sole discretion.
- 3.11 In case that the necessity for maintenance and/or repair results from any act and/or omission of the Customer, the Customer shall pay SYNAPSECOM any costs of such maintenance and/or repair, within thirty (30) days from the submission of the relevant invoice to him. SYNAPSECOM's invoices with regard to such costs shall be deemed to conclusively evidence their correctness. All the above shall apply to any maintenance activity and/or repair required as a result of any act and/or omission of the Customer in any part of the central systems mentioned above, whether inside the Equipment space or in any other space of the Center. The aforementioned in this clause shall be valid only if SYNAPSECOM has notified the Customer and has made known the cost for the repair or maintenance, or in case it is impossible, has made known the relevant expenses budget.
- 3.12 The Customer undertakes not to use the Equipment Space or the Center:
- a) for any illegal or unlawful purpose; nor
  - b) in a manner which constitutes a violation or infringement of the rights of the other Party and any third party.
- SYNAPSECOM shall allow the Customer's staff to enter the Center for 24 hours a day, 7 days a week, after relevant communication with SYNAPSECOM and only if a person that belongs to SYNAPSECOM's staff is present. Notwithstanding the above mentioned SYNAPSECOM reserves the right to refuse any person's entry to the Center if:
- a) is not duly authorized
  - b) any individual wishing to acquire access refuses to be searched and/or its items to be properly examined.
- The aforementioned forbiddance is set solely for the implementation of the safety rules of the Center and the safety of SYNAPSECOM's Customers that have in any way been collocated in the Center. For the purposes of this clause, the personnel of the Customer shall be the "authorized staff" by SYNAPSECOM after the written notification from the Customer at least once a month a) declaring that the abovementioned personnel is allowed to access in the Equipment on his behalf and b) submitting the status of this personnel, the Customer acknowledges that it is his duty to notify SYNAPSECOM for the personnel on time.
- The approach of the authorized personnel in the spaces of the Center shall be with the exhibition of their Identification card or any other document that is possible to confirm the identity of the person requesting access to the Center, and shall be done according to the above.
- 3.13 The Customer shall indemnify SYNAPSECOM against any and all costs, expenses (including, without limitation, legal costs), liabilities, losses, damages, claims, demands and judgment which SYNAPSECOM incurs or suffers as a result of:
- a. any claim that the presence of the Equipment of the Customer at the Equipment Center (or its installation or use) or the provision of the Services or any Special Services in respect to the Equipment, infringes the intellectual property rights or industrial property rights of a third party.
  - b. any claim arising from the content or data stored in or transmitted through the Equipment;
  - c. any damage caused to the Center or any third party's equipment at the Center by the Equipment or the Customer or any of its employees, contractors, clients or others he authorizes to enter the Center.
  - d. any claim brought forward by a third party that is using the Customer's Equipment under this Agreement;
  - e. any claim for personal injury (including death) by any party arising by an act or omission of the Customer.

#### **4. SERVICE LEVEL AGREEMENT**

- 4.1 SYNAPSECOM as far as the Equipment Space is concerned guarantees the following:
- A. Power availability guarantee is to provide Customer equipment with Power 99.99 % within the time of a calendar month. The availability guarantee concerns the function of at least one of the two supplies and it implies that the Customer has double power supply units.
  - B. Temperature control  $22^{\circ}\text{C} \pm 2^{\circ}\text{C}$ , 99.99% of the time within one calendar month.
  - C. Relative Humidity  $50\% \pm 10\%$ , 99.99% of the time within one calendar month.

- 4.2 Unavailability consists of the cumulative number of minutes over a period of one month the above targets are not met. Outages of any kind will be counted as unavailability only if the Customer opens a trouble ticket with SYNAPSECOM within two (2) working days since the outage.
- 4.3 Unavailability will not be considered any outage derived from:
- a) any Customer circuits or equipment
  - b) Customer's applications or equipment
  - c) acts or omissions of Customer, or any use or user of the service authorized by Customer or
  - d) reasons of Force Majeure (as defined in the applicable service agreement).
  - e) any scheduled maintenance/work has been announced to the Customer within the time schedule set by the Agreement and its duration does not exceed the agreed duration.
- 4.4 For each cumulative hour of Unavailability or fraction thereof in any calendar month on the targets mentioned in paragraph 4.1 above, Customer's account shall be credited the charges equal with 1/30 of the Monthly Charge for the service with respect to which the Availability Guarantee has not been met, up to the maximum of one Monthly Charge. The credit for the unavailability shall be calculated according to the precise time duration in minutes and proportionally with the credited amount that is equivalent to a full hour of unavailability, as it is defined above.
- 4.5 All possible credits towards a Customer due to non-fulfilment of the guaranteed service level (SLA) according to the aforementioned shall be conducted by SYNAPSECOM at the next invoicing period, following the incident, of the Customer and under the term that the customer has followed the procedure of notifying SYNAPSECOM, which is defined in this clause 4.
- 4.6 ENABLING TROUBLE TICKET  
Every problem of unavailability shall be made known to the Support Center (“Help Desk”) of SYNAPSECOM. After the report of a trouble, the Help Desk will issue a “Trouble ticket” and give it a reference number.
- 4.7 TERMINATION OF TROUBLE TICKET  
After the restoration of the trouble the Help Desk shall communicate with the Customer in order to confirm that the trouble has been restored. The trouble Ticket will be terminated in cooperation with the Customer. The Customer will have the ability within at least 24 hours to check the service and confirm that it has been restored.
- 4.8 HELP DESK  
SYNAPSECOM shall provide a Help Desk which shall be available 24 hours a day, 7 days a week, in order to enable Trouble Tickets and report on the progress and the solution of the problem to the Customers. The information of the Help Desk are the following:  
T: +30 210 8100112  
Email: [support@synapsecom.gr](mailto:support@synapsecom.gr)

SYNAPSECOM's obligations and her responsibility regarding the provision of services, the operation, the maintenance and the Availability of the Equipment Space are limited solely in all that is defined in the General and Special Terms of this Agreement.

For the Customer

For SYNAPSECOM