

**Terms of Service
Annex Colocation**

1. Rackspace
 - 1.1. NE hereby licenses Rackspace to CUSTOMER, and CUSTOMER hereby licenses Rackspace from NE upon and subject to the terms and conditions herein, for the purpose of installing, operating, and maintaining CUSTOMER's Equipment therein.
 - 1.2. CUSTOMER use of the Rackspace shall be subject at all times to this ANNEX and the conduct standards and operational procedures for the Datacenter as published to CUSTOMER by NE in writing from time to time. CUSTOMER failure to comply with these standards and procedures, or to cause its employees, agents, contractors, and invitees to comply with these standards and procedures, shall be a breach of this ANNEX.
 - 1.3. NE shall provide support services to CUSTOMER Equipment located in the Rackspace.
 - 1.4. CUSTOMER shall not lease, license, sublicense, sell, or otherwise grant any rights to or permit any third party to install or operate equipment in the Rackspace, without written consent from NE. If CUSTOMER grants any rights in the Rackspace to any third party, CUSTOMER shall be in breach of this ANNEX and NE may terminate this ANNEX upon written notice to CUSTOMER and/or pursue any other legal or equitable remedy it is entitled to pursue.
 - 1.5. CUSTOMER shall not place its logo or any signs on or in the Datacenter or Rackspace without the prior written consent of NE, which NE may withhold in its sole discretion.
 - 1.6. CUSTOMER shall place CUSTOMER Equipment in the Rackspace according NE procedures and/or directions.
 - 1.7. NE can use Rackspace that is not being used by CUSTOMER, for other purposes than operating CUSTOMER Equipment. Upon a 2 Business day notice by fax or e-mail, NE will remove NE Equipment.
 - 1.8. NE will provide Rackspace in a secure Cabinet (the "Cabinet"). If CUSTOMER chooses to place CUSTOMER Cabinet, this Cabinet shall be according industry standards. CUSTOMER Cabinet shall not exceed the dimensions specified in this ANNEX and shall be placed on the floor space indicated by NE (the "Footprint").
2. Installation
 - 2.1. CUSTOMER shall commence the initial installation of CUSTOMER Equipment in the Rackspace on the installation date. In the event CUSTOMER fails to commence the initial installation of CUSTOMER Equipment on or before the fifth calendar day following the RFI Date, NE shall work with CUSTOMER in good faith to establish a new RFI Date. If NE and CUSTOMER cannot agree upon a new RFI Date within seven (7) business days after the initial RFI Date, then either party shall be entitled to terminate the relevant Rackspace Schedule upon written notice to the other party without further liability. NE may delay the RFI Date, in its sole discretion, by written notice to CUSTOMER; provided, however, that if NE delays the RFI Date by more than thirty (30) days after the initial RFI Date, CUSTOMER may terminate the relevant Rackspace Schedule upon written notice to NE. NE shall have no liability to CUSTOMER if the Rackspace is not available for the installation of CUSTOMER's Equipment on or before the RFI Date; or, if the installation is to be performed by NE, the installation is not completed by the RFI Date.
 - 2.2. CUSTOMER may request NE to install CUSTOMER Equipment in the Rackspace. NE may accept or decline CUSTOMER's request in its sole discretion. If NE performs installation of any of CUSTOMER Equipment, CUSTOMER shall pay NE the charges specified in the support level list.
 - 2.3. Prior to the installation of any CUSTOMER Equipment at the Rackspace, whether installed by NE or CUSTOMER, CUSTOMER shall provide to NE an installation schedule containing, as a minimum, a detailed description of the following items: (a) an installation schedule covering the period from CUSTOMER Equipment delivery to final installation and/or circuit interconnections; (b) details of CUSTOMER Equipment delivery; (c) a list of persons authorized for access to the Rackspace; (d) CUSTOMER points of contact for the delivery and installation of CUSTOMER Equipment; (e) an updated list of CUSTOMER Equipment to be installed, including its dimensions and specifications (including, without limitation, make, type, dimensions, power required, and heat dissipation); and (f) details of the physical installation, such as relative placement of CUSTOMER Equipment in the Rackspace.
 - 2.4. CUSTOMER shall notify NE of the removal of any of CUSTOMER Equipment from the Rackspace or the addition of any CUSTOMER Equipment to the Rackspace.
 - 2.5. CUSTOMER shall not make any alterations to the Rackspace or the Datacenter, or make construction changes or material alternations to the interior or exterior portions of the Rackspace or the Datacenter, including without limitation the installation of walls, partitions, drop ceilings,

lighting, HVAC, plumbing, or any electrical distribution or power supplies. Rackspace shall not modify, move, replace, or remove any equipment, fixture, or other property of NE or any other party in the Datacenter.

- 2.6. NE Datacenters have little or no storage area. NE cannot assure the safety of CUSTOMER Equipment that is not secured in the Rackspace or contained within the Datacenter. If CUSTOMER is not ready to install certain equipment, and it is too bulky to contain within the Rackspace, NE may require CUSTOMER to store the Equipment in a storage area at CUSTOMER expense.

3. Access

- 3.1. Subject to the access and security rules in effect for the Datacenter, CUSTOMER shall have access to the Rackspace and CUSTOMER's Equipment. CUSTOMER can request access via the procedure outlined in this ANNEX and might be charged according to the agreed access fees.
- 3.2. CUSTOMER is responsible for all persons that receive access on behalf of CUSTOMER.
- 3.3. CUSTOMER with a 24/7 Access Card: CUSTOMER shall give NE at least one (1) hours notice of its need to gain access to the Rackspace.
- 3.4. CUSTOMER without a 24/7 Access Card: CUSTOMER shall give NE at least three (3) hours notice of its need to gain access to the Rackspace.
- 3.5. CUSTOMER shall provide NE with a list of persons authorized for access to the Rackspace and CUSTOMER Equipment, which CUSTOMER may amend from time to time upon written notice to NE. NE may require, at its sole discretion, that a NE representative escort any representative of CUSTOMER accessing the Rackspace.
- 3.6. NE may refuse, at its sole discretion, access to a CUSTOMER, if that CUSTOMER has unpaid invoices for more than one (1) month after invoice date.

4. Interconnections

- 4.1. CUSTOMER is not allowed to install and/or have installed any connection other than the connection that has been installed and approved by NE. CUSTOMER may request to NE in writing that NE permit another provider with or without a presence in the Datacenter to establish a connection to the Rackspace. NE may grant or deny any such request in its sole discretion.
- 4.2. In-Datacenter Cross-Connects: NE shall make all physical interconnections to and from CUSTOMER's Equipment within the Datacenter and the Building. CUSTOMER may request NE to make interconnections between CUSTOMER's Equipment and (a) NE equipment; (b) the equipment of any local telecommunication service providers in the Datacenter; and/or (c) the equipment of any CUSTOMER or provider of CUSTOMER located in the Datacenter. NE may accept or decline CUSTOMER request
- 4.3. in its sole discretion. NE shall charge CUSTOMER for the cost of all interconnections at the rates agreed. CUSTOMER shall coordinate with NE in the exchange of technical information relating to its interconnection requirements in order for NE to provide and install the relevant interconnect facilities. CUSTOMER agrees to provide NE with at least ten (10) days prior written notice of any interconnection required by CUSTOMER. NE shall use its best efforts to perform interconnections within fifteen (15) business days after receipt of an interconnection service request from CUSTOMER, subject to its acceptance of such request.
- 4.4. Local Loop Installation Support: With regard to local loops not related to CUSTOMER use of data services purchased by CUSTOMER from NE, CUSTOMER may request NE to order and install local loop connections between CUSTOMER Equipment and local exchange or competitive providers in the Datacenter. NE may accept or decline CUSTOMER request in its sole discretion. NE will charge CUSTOMER for local loop installation services, and for the interconnection at the agreed rates.
- 4.5. Local Loop Provisioning Service: In order to utilize data services purchased by CUSTOMER from NE, CUSTOMER may request NE to order, provide, and manage local loop connections between CUSTOMER Equipment and local exchange or competitive access providers in the Datacenter. NE may accept or decline CUSTOMER's request in its sole discretion.
- 4.6. With respect to interconnections with local telecommunications providers, CUSTOMER may interconnect CUSTOMER Equipment only with those local telecommunications providers with a presence in the Datacenter. CUSTOMER may request to NE in writing that NE permit a local provider without a presence in the Datacenter to establish a presence in the Rackspace. NE may grant or deny any such request in its sole discretion. NE must coordinate all such connections with the Datacenter owner/lessor/licensor. NE cannot guarantee that the Datacenter owner/lessor/licensor will cooperate in permitting additional local telecommunications company's access to the Building or the Datacenter. If NE approves CUSTOMER's request, NE shall manage the implementation of the local Telco presence in the rackspace at CUSTOMER sole cost and expense, plus a 25% project management fee.

- 4.7. CUSTOMER shall provide NE with a cable run-out listing that contains details of every cable type used in CUSTOMER's interconnections within the Rackspace and the Datacenter, and the termination points of such interconnections.
 - 4.8. All cabling and connections up to the Interconnection point (CUSTOMER's network) are the responsibility of the CUSTOMER, and shall be performed by CUSTOMER. All cabling and connections from the Interconnection point (NE's network) are the responsibility of the NE, and shall be performed by NE.
5. Relocation
- 5.1. intent to do so in NE notice of relocation. In the event NE elects to relocate CUSTOMER Equipment, NE shall coordinate such relocation with CUSTOMER. If NE does not elect to relocate CUSTOMER Equipment, CUSTOMER shall use its best efforts to minimize relocation costs. NE shall be responsible for all actual costs and expenses of CUSTOMER arising directly out of any relocation, excluding the costs of any new interconnections, which CUSTOMER may require, or the procurement, delivery, and/or installation of any duplicate CUSTOMER Equipment required accomplishing the relocation. The new Rackspace shall be subject to all of the terms and conditions of this ANNEX. Relocation shall not be a reason for termination of the Agreement and/or the Services and/or this ANNEX.
6. Service interruptions
- 6.1. In case of an interruption or failure of any of the electrical power, back-up power, and/or HVAC serving the Rackspace and/or CUSTOMER Equipment (the "Services"), NE shall use commercially reasonable efforts to restore the affected Services as soon as possible.
 - 6.2. If NE elects, it may substitute reasonably equivalent Services. Notwithstanding the foregoing, CUSTOMER understands and agrees that the utility systems (including the provision and maintenance of a back-up generator, electrical system and equipment, and heating, ventilating and air-conditioning system and equipment) serving the Datacenter and the Rackspace may be the responsibility of third parties from whom NE leases or licenses the Datacenter, and that such systems are not within NE responsibility or control. Accordingly, CUSTOMER agrees that the Datacenter specifications provided to CUSTOMER by NE are targets only, which NE shall use its best efforts to achieve. NE shall have no liability to CUSTOMER for the unavailability, suspension, or failure of the Services or any utility or other system serving the Datacenter and/or the rackspace.
7. Removal of equipment
- 7.1. CUSTOMER shall not remove Equipment from the Rackspace that is not CUSTOMER property.
 - 7.2. CUSTOMER shall give NE a written notice by e-mail of 2 (two) business days before removing Equipment from the Rackspace.
 - 7.3. Within ten (10) business days after the expiration or termination of this ANNEX, CUSTOMER shall remove all of CUSTOMER Equipment from the Rackspace, the Datacenter, and the Building. In the event that CUSTOMER has not removed all of CUSTOMER's Equipment within this 10 business day period, NE may remove CUSTOMER's Equipment and store it at CUSTOMER expense. If CUSTOMER has not reclaimed CUSTOMER's Equipment within thirty (30) days after the expiration or termination date of this ANNEX, CUSTOMER shall be deemed to have abandoned CUSTOMER's Equipment, and NE may dispose of it at CUSTOMER expense in any manner NE sees fit without liability to CUSTOMER. NE shall have no liability to CUSTOMER for any damage or loss to any of CUSTOMER's Equipment during removal or storage of the CUSTOMER's Equipment pursuant to this Section.
8. Insurance
- 8.1. CUSTOMER agrees to maintain, at CUSTOMER expense, all insurances as required.
 - 8.2. NE cannot insure equipment which is property of CUSTOMER. CUSTOMER will have to insure their equipment themselves.
9. Specifications
- 9.1. Datacenter locations
Serverhosting Datacenters:

NL-1 | Databarn Amsterdam (DBA)
NL-2 | Databarn Capelle a/d IJssel (DBC)
NL-3 | Nedzone Steenbergen (NZS)

Core PoP Datacenters:
Global Switch Amsterdam (GSA)
Equinix AM7 (EQX-AM7)
Equinix AM5 (EQX-AM5)
BytesNet Rotterdam (BNR)
Nikhef (NIKHEF)

Passive PoP Datacenters:
TelecityGroup Frankfurt
TelecityGroup London (HEX67)
TelecityGroup London 2 (HEX89)
Level(3) Frankfurt
Telehouse Paris 2 (Voltaire)

- 9.2. Up to date list available on www.nforce.com in section regarding infrastructure.
- 9.3. Rackspace:
CUSTOMER Footprint: W x D = 60CM x 100CM (max H = 220CM)
CUSTOMER Cabinet: W x D x H = 60CM x 90/100CM x 220CM
NE Cabinet: W x D x H = 60CM x 90/100CM x 2200/260CM
U = approximately 4,5CM
- 9.4. Air conditioning: Maintenance of an air temperature within the Location of 18 degrees Celsius, plus or minus 1 degree Celsius, at floor level and of 35 degrees Celsius, plus or minus 15%, at a point 1.5 meters from floor level and 0.5 meters from the rack measured at any point in the Location.
- 9.5. Maintenance of an air humidity at 50% within the Location, plus or minus 10 %. This will be done using air conditioners designed to maintain that temperature where there is an outside ambient temperature of between 30 degrees Celsius and minus 2 degrees Celsius (saturated), and is based on a power density of 500 watts per square meters.
- 9.6. Fire detection and suppression system: Provision of a fire detection and suppression system.
- 9.7. Basic Power: No-break 1 x 16 or 1x 32 amps of 230v AC UPS and Diesel generator backed mains power. Basic power is provided on per month, per cabinet basis and is included in the Rackspace Fee. If CUSTOMER only uses part of the cabinet, the included power usage will be determined pro ratio.
- 9.8. The UPS battery back up system will provide a minimum of 10 minutes of AC power as detailed above. The diesel generator will provide a minimum of 12 hours of AC power as detailed above, before requiring its fuel to be replenished.
- 9.9. The total power consumption of all of CUSTOMER Equipment shall not at any time exceed 75% of the maximum available power in that rack, unless previously agreed in writing with NE.
- 9.10. Rackspace is available on a raised floor to accommodate power, cabling and air distribution. Typically the floor is provided with a 565mm void to the underside of the tile, capable of withstanding a point load of 4.5KN (450Kg) and a uniformed distributed load of 12kM/m2 (1200Kg/m2). The CUSTOMER Cabinet or Footprint, including Cabinet and all CUSTOMER Equipment, shall have a maximum load of 400Kg. If CUSTOMER uses a NE Cabinet, this maximum load will be determined pro ratio.
10. Access procedure
- 10.1. Adhere to the procedures as set out by NE, the Datacenter and any third party involved in providing the Rackspace. If you are not sure, always contact NE before proceeding.
- 10.2. Submit an Access Request by filling out the form on <https://ssc.nforce.com> (the "Access Request"). Incomplete forms will not be handled. Or by sending an email to support@nforce.com.

- 10.3. Identify yourself at the reception of the Datacenter by showing a valid ID (Driver's license, Passport, Country ID) and explaining the purpose of the visit.
- 10.4. Request the Cabinet key and follow the directions to the rackspace.
- 10.5. Only open the Cabinet that holds your Equipment. You are allowed to use NE tools and/or monitor cart.
- 10.6. Never remove or disconnect other equipment than yours. If you cannot service your equipment without doing this, always contact NE.
11. Do not perform tests that might cause harm to the network, Rackspace and/or datacenter.
12. Make sure you lock the Cabinet before you leave.
13. At the reception hand in the temporary Access Card and Cabinet key. Sign out before you leave (the "Departure Time"). The Entry en Departure time will be the basis for the charges if applicable.