

**TERMS OF COLOCATION SERVICES IN POLCOM DATA CENTER (PDC) AND REDUNDANT  
ENTERPRISE CLOUD INFRASTRUCTURE (RECI)**

**§ 1**

**General provisions**

1. The General Terms of IT Services shall stipulate the general principles of providing services defined in detail in these Terms by POLCOM.
2. The Terms of Colocation Services are placed on the POLCOM's website at: [www.polcom.com.pl](http://www.polcom.com.pl).

**§ 2**

**Definitions**

1. The terms below shall assume the following meaning:
2. Terms of Service – these Terms of Colocation Services.
3. General Terms – General Terms of IT Services provided by POLCOM.
4. Colocation Service – a modern computer service which is described in detail in the Terms of Services or in the Contract.
5. The Contract – Colocation Service contract concluded by POLCOM.
6. Counterparty – the other party to the Contract.
7. POLCOM DATA CENTER (PDC) – a data storage facility (server room) of POLCOM located in:
  - a. Skawina , ul. Krakowska 43 ( Polcom Data Center Skawina)
  - b. Grojec, Zamkowa 21(Polcom Data Center Alwernia)
8. Room – a separate room in Polcom Data Center:
  - a. which is a separate zone in the Access Control System (ACS)
  - b. which is a separate zone with fire resistance of EI 90
  - c. controlled by the vision monitoring system (CCTV)
  - d. equipped with two dedicated, automatic, three-phase low voltage (LV) feeder tracks feeding on both tracks is guaranteed with the emergency power system (UPS)
  - e. equipped with a redundant system of precision air conditioning
  - f. with floor carrying capacity of min. 2500 kg/m<sup>2</sup>
9. Kiosk – a separate part of the Room in POLCOM DATA CENTER equipped with Cabinets which is a separate zone in the Access Control System (ACS), that allows for closing the so-called “cooling zone” of the air conditioning system in the Room.
10. Cabinet – a case of 600mm x 1200mm of a standard 19 inch rack for installing computer equipment of 47 U, which is a separate zone in the Access Control System (ACS).
11. U - a standard unit of place in the Cabinet; height of one unit U equals 1.75 inches, i.e. 44.45 mm.
12. Rack – a unit of usable area in the Cabinet of 1U.
13. Equipment – computer equipment in the 19 inch standard case used for processing data with component parts.
14. Working hours – hours from 8:00am to 5:00pm, from Monday to Friday, excluding public holidays.
14. Continuous mode – time, i.e. 24 hours a day, 7 days a week, 365 days a year.

**§ 3**

**The scope and modification of the Terms**

1. The Terms shall be an integral part of every Contract.
2. Provisions of the Terms shall be explicitly applied all Contracts.
3. Extending or limiting the application of individual provisions of the Terms shall be included in the Contract.
4. The scope of the extension or limitation of individual provisions of the Terms of Service shall be expressly set out in a given Contract and shall be applicable to the scope of a given Contract.

**§ 4**

**The scope of Service**

1. The scope of Service shall involve:
  - a. sharing by POLCOM with the Counterparty the space set out in the Contract in order to install the Equipment by the Counterparty in POLCOM DATA CENTER
  - b. providing access to the Equipment for people indicated by the Counterparty in POLCOM DATA CENTER
  - c. providing power supply to the Equipment
  - d. ensuring the following working conditions for the Equipment: air temperature in the so-called "cooling zone" inside the Kiosk between 20 and 28 degrees Celsius, relative humidity between: 20%-80%.
2. Where the Contract so provides, the scope of the Service may include the connection of the Equipment to communications port of POLCOM which are connected to the Internet or are at the end of telecommunications lines available in PDC.
3. The execution of the Contract shall not mean that POLCOM guarantees the operation of the Equipment or software installed on it or access to data.

**§ 5**

**Feeding parameters**

1. Unless the Contract provides otherwise, the Equipment shall be fed on two tracks with alternating current of 230V, 50Hz from different phases.
2. PDC is fed by a power station which provides current on two tracks to own medium voltage (MV) station. Every track is equipped with a dedicated transformer, redundant UPS feeders with double on-line conversion as well as remote monitoring of feeding parameters. The UPS emergency power system sustains the operation of equipment for min. 10 minutes and after that the feeding switches onto an engine-generator.

**§ 6**

**Cooling parameters**

1. Unless the Contract provides otherwise, the Equipment shall be cooled down with air by means of the precise air conditioning system, i.e. by controlling the air temperature and relative humidity in the PDC Room.
2. Unless the Contract provides otherwise, the cabinets of precise air conditioning and cooling sources operate in the redundant system N + 1 and ensure that the redundancy equipment is ready to use in the case of a failure.
3. The environmental conditions are monitored in the Continuous Mode. The measurement is taken every 5 minutes by means of temperature and relative humidity measurement devices installed in PDC.

**§ 7**

**Parameters of communications ports**

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1. The number and parameters of POLCOM communications ports through which the Equipment is connected with the Internet shall be stipulated in the Contract.
2. If the Contract does not provide for detailed parameters of communications ports, the Equipment shall be connected with the Internet by routers that belong to POLCOM through at least 1 Mbps connection.
3. PDC has implemented the mechanisms of protection and access control which lower the risk coming from an external network by rejecting undesired data transmissions directed to the Counterparty's Equipment as well as separating the data transmissions directed to the Counterparty's Equipment at the stage of a local network switch.

**§ 8**

**Price of the Colocation Service**

1. The price of the Colocation Service shall be set out in the Contract.

**§ 9**

**Equipment labeling**

1. The Equipment shall not be labelled with any graphic or alphanumeric signs which are different from the ones used by a producer or distributor as well as bar codes.

**§ 10**

**Equipment installation and exploitation**

1. The Counterparty shall ensure that all the Equipment meets any and all requirements of binding regulations and norms, including branch norms, and have all required permits, certificates, homologations and certificates of conformity fundamental for the equipment of this type and regulations of law.
2. The Equipment shall be installed and configured by the Counterparty.
3. The Counterparty shall install and configure the Equipment pursuant to safety standards, manuals and documentation of the Equipment as well as instructions given by POLCOM.
4. The Counterparty shall ensure that the Equipment does not pose a threat for safety of POLCOM and third parties, including but without limitation, other Counterparties.
5. The Counterparty shall bear the costs of transport, insurance and packaging of the Equipment up to the moment it is delivered to PDC.
6. An Equipment handover report shall be prepared and signed by representatives indicated by the Counterparty and POLCOM immediately after recognising the number and condition of the Equipment as shown in the Contract. If the number and condition of the Counterparty's Equipment are not correct, POLCOM may indicate another date, not more than 7 days later, by which the Counterparty shall deliver the Equipment in the correct number and condition.
7. If the Counterparty fails to meet the deadline, POLCOM shall have the right to terminate the Contract with immediate effect by the fault of the Counterparty.

**§ 11**

**Insurance**

1. The Counterparty shall, on its own and at its own expense, provide insurance of the Equipment and software or data stored on the Equipment.
2. POLCOM shall not be liable for insuring the Equipment, data or software of the Counterparty.

**§ 12**

**Access to the Equipment**

1. POLCOM shall provide access to the Equipment for people indicated in writing by the Counterparty in time set out in the Contract.
2. Unless the Contract provides time of access to the Equipment, the Counterparty shall have physical access to the Equipment in the Working Hours pursuant to the procedure of access to the Equipment which is an appendix to the Contract.
3. The Equipment shall be accessed only in the presence of a worker indicated by POLCOM.
4. POLCOM shall share with the Counterparty temporary work space for the time of work after the Counterparty notifies POLCOM of planned work, which requires a direct access to the Equipment located in PDC.
5. The access to the Equipment located in PDC in order to carry out planned work shall be possible exclusively a submission pursuant to the template which is an appendix to the Contract, at least 24 hours before the work.
6. People authorised to represent the Counterparty as an entity and acting as part of the rules of representation shall submit a written declaration to have access to the Equipment.
7. Change in the people authorised to have access to the Equipment may take place at any time and shall not be an amendment to the Contract.
8. The Counterparty's declaration concerning the change of people authorised to have access to the Counterparty's Equipment shall take effect upon its service on POLCOM in a way that POLCOM may at reasonable time familiarise itself therewith.
9. The Counterparty shall bear liability for actions and omission of the people authorised to have access to the Equipment.
10. During the term of the Contract, the Counterparty shall have the right to exchange the component parts of its Equipment.
11. Each time the Counterparty's Equipment component parts need exchanging, a "Report on Component Exchange" concerning the Counterparty's Equipment shall be signed by the representatives of POLCOM and the Counterparty.
12. The exchange of the Equipment component parts may take place during the Counterparty's authorized representative visit in PDC, exclusively in the presence of POLCOM's representatives.
13. During the term of the Contract, the Counterparty may temporarily withdraw its Equipment from PDC in order to carry out necessary works, repairs and maintenance. Upon withdrawing the Counterparty's Equipment from PDC, a "Report on Temporary Equipment Withdrawal" from PDC shall be signed, while upon returning it to PDC – "Report on the Counterparty's Equipment Return" to PDC. If the Counterparty exchanges the Equipment component parts during this time, the "Report on Component Exchange" shall be signed as well.
14. If the exchange of the Equipment component parts requires turning the Equipment off, the operation, upon POLCOM representative's request, shall take place in a special service room located in PDC.
15. When the Counterparty's Equipment is withdrawn from PDC, the fees shall still apply.
16. The service provided under the Agreement with the Contractor is not a universal service as defined in the Telecommunications Act (Journal of Laws of 2016.1489) and is not subject to restrictions on suspension or cessation of service. These cases are defined by the Agreement with the Contractor.

**§ 13**

**Access to data and software**

1. The Counterparty shall be the sole keeper of data and software stored on the Equipment.
2. Without an explicit authorisation of the Counterparty, POLCOM shall not have access to the data and software kept on the Equipment.
3. The rules of access to data by authorised bodies shall be set out by law.
4. POLCOM shall not bear liability for the data and information gathered on the Equipment, including the loss or damage of thereof.

**§ 14**

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**Liability**

1. The Counterparty shall bear exclusive liability for any and all loss and damage, including direct and indirect, caused by the Equipment itself as well as the data and/or software stored and installed on the Equipment.
2. POLCOM shall not bear liability towards the Counterparty for any loss and damage of the Counterparty's Equipment and the data and/or software kept on the Equipment.
3. POLCOM shall not bear any liability for any loss and damage caused by the Counterparty's Equipment and its data and/or software to any other entities.
4. POLCOM and the Counterparty shall undertake to notify each other whenever it notices any incorrect operation of the Counterparty's Equipment immediately after discovering it.
5. POLCOM shall have the right to disconnect the Counterparty's Equipment without notice if it may discontinue or disturb the operation of other Equipment located in PDC or in POLCOM's Equipment. The disconnection of the Counterparty's Equipment for reasons set out herein shall not be deemed the basis for any claims of the Counterparty towards POLCOM.

**§ 15**

**Equipment removal**

1. The Counterparty shall undertake to remove the Equipment from POLCOM Data Center within 14 days from the expiry or termination of the Contract.
2. Releasing the Counterparty's Equipment to people authorised by the Counterparty shall exempt POLCOM from liability for its loss or damage.
3. If the Counterparty does not remove the Equipment within the time limit, POLCOM shall, under the Contract and Terms of Service – with the consequential power of attorney, in the understanding of Art. 101 of Civil Code, have the right to:
  - a. disassemble and store the Equipment at the cost and risk of the Counterparty
  - b. sell the Equipment by public
  - c. recognise the amount obtained from the sale of the Equipment against POLCOM's receivables towards the Counterparty under the Contract.