

THE TERMS OF CLOUD INFRASTRUCTURE SERVICES AND RECI IN POLCOM DATA CENTER (PDC)

§ 1

General provisions

1. The General Terms of IT Services shall stipulate the general principles governing the execution of contracts for providing IT
2. services by "POLCOM" S.A. with its registered office in Skawina, KRS number (National Court Register) KRS 0000417507, NIP (Tax Identification Number) NIP 944-224-32-30, REGON (National Business Register Number) 350826654 – hereinafter referred to as "POLCOM".

§ 2

Definitions

The terms below shall assume the following meaning:

1. POLCOM – "POLCOM" S.A.
2. The Terms – the general terms included herein (and in Service Definitions if applicable).
3. Cloud Infrastructure Services and RECI – modern IT service set forth in The Term or Contract.
4. IT Services – services which are defined in detail in the Term of Service (Service Definitions) or in the Contract.
5. The Contract – an IT services contract concluded by POLCOM and Counterparty (Client, Customer).
6. The Counterparty – the other party to the Contract – Customer, Client
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. Devices - electronic devices used to data storing and data processing.
9. Work Hours – hours between 8:00am and 17:00 from Monday till Friday without national holidays and day free from work established by authority.
10. Continuous Mode – 24h/ 7d / 365d per year.

§ 3

The scope use 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 to all the 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 shall be expressly set out in a given Contract and shall be applicable to the scope of a given Contract.

§ 4

Scope of Services

1. The scope of services delivered by POLCOM to Contractor includes:
 - a. data processing base on POLCOM Data Center resources – in particular Devices owned by POLCOM
 - b. Internet access/ telecommunication link to Contractors data using sources belonging to POLCOM or Contractor.
2. Base on the Agreement, POLCOM shall not guarantee the access to Contractors data.

§ 5

Access to the data parameters

1. If the agreement does not indicate the specific parameters, POLCOM provides access to data according to the parameters:
 - a. Processor: 1 Vcore
 - b. Memory RAM 1GB
 - c. Memory HDD1 GB
 - d. LAN throughput: 1 Gbps
 - e. Internet bandwidth to 1 Mbps
 - f. VLAN – one network
 - g. VPN - one channel.
2. The PDC implemented security mechanisms and access controls which minimize the risks from the external network by rejecting transmissions of unwanted data.

§ 6

Cloud Infrastructure Services Price

1. Cloud Infrastructure Services Price is defined in the Agreement.

§ 7

Access to data

1. The Contractor is an exclusive data administrator.
2. POLCOM, without authorization of the Contractor does not have any access to data resources on Devices.
3. Access to data is defined by authorized bodies described as rules.
4. POLCOM is not responsible for the data collected by the Contractor, including the loss of data or data corruption.
5. 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.

§ 8

Additional Services

1. The Contractor may delegate under the terms of Contract the execution of the Law on the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 - also known as the General Data Protection Regulation (GDRP)

§ 9

Responsibility

1. The Contractor shall be solely responsible for the content of the data, including consistency of data content to law applicable especially legally protected interests and goods of third parties. POLCOM is entitled to delete data on the basis of existing legislation.

§ 10

Data Deletion

1. The Contractor undertakes to delete data from the Data Center POLCOM no later than the date of expiry or termination of Contract
2. POLCOM erases all the Contractor's data on the date of expiry or termination of Contract.