



SERVICES SPECIFICATION

This Service Specification Schedule sets out the specifications of Services provided by RN Solutions, and further details Customer's and RN Solutions's obligations in connection with such Services. RN Solutions's general terms and conditions (the "General Conditions"), RN Solutions's Support and Service Level Schedule ("Support and Service Level Schedule"), and RN Solutions's policies and guidelines with respect to the use of its Services (the "RN Solutions Policies") are also part of the Agreement and apply to the Services and any Equipment provided by RN Solutions.

CHAPTER A DEFINITIONS

1. DEFINITIONS

All words capitalized herein that are defined in the General Conditions, the Support and Service Level Schedule and the RN Solutions Policies shall have the meaning assigned to them therein; other capitalized words shall have the following meaning:

95th Percentile

means the outcome of the mathematical calculation to evaluate the regular and sustained utilization of a connection, according to which: the monthly samples are sorted; the top 5% (approximately 450) samples are discarded; and the highest remaining value is used as the basis for the Service Charge for that month.

Cloud Platform

means a combination of network components, storage and server systems, managed by RN Solutions, that is used to offer Cloud Services.

Cloud Service

means a Private Cloud Service and/or a Public Cloud Service.

Committed Bandwidth

means the Bandwidth usage committed to by Customer on a monthly basis, as specified in the Order Form/Order Confirmation.

Committed Data Traffic

means the Data Traffic committed to by Customer on a monthly basis, as specified in the Order Form/Order Confirmation.

Compute Capacity

means the combination of CPU and memory that is used to run an OS on an Instance.

Extra Bandwidth

means the Utilized Bandwidth on a monthly basis in excess of the Committed Bandwidth.

Extra Data Traffic

means the Utilized Data Traffic on a monthly basis in excess of the Committed Data Traffic.

Flat Fee also known as unmetered fee, means a fee structure whereby the use of IP Connectivity is charged at a fixed rate per month.

**Footprint**

means a specific area of floor space in a Data Center, indicated and specified by RN Solutions, for the placement of Customer's Rack.

GB

means 1×10^9 bytes.

Gbps or Gbit

means 1×10^9 bits per second.

IANA

means the Internet Assigned Numbers Association, i.e. the organization responsible for global coordination of the Internet Protocol addressing systems, as well as the Autonomous System Numbers used for routing Internet traffic.

Inbound Traffic

means the DataStream from the Internet to the Customer's infrastructure.

Initial Installation

means the initial installation of the OS on new or refurbished Equipment or an Instance.

Instance

means a virtual machine instance in which the hardware of a machine is virtualized. The Instance runs on a Cloud Platform.

IP Connectivity

means a connection to the Internet, the Service described and specified in Chapter B.

IP

means internet protocol address.

Managed Private Cloud

means a Cloud Platform that is custom built by RN Solutions for Customer and which is dedicated in part or in its entirety for Customer's use.

MB

means 1×10^6 bytes.

Mbps or Mbit

means 1×10^6 bits per second.

Measured Fee

means a fee structure whereby the use of IP Connectivity is continuously measured and will be aggregated at the end of each month.

OS

means operating system, i.e. the Software on a computer that manages the way different programs use the Equipment/Instance and that regulates the manner that a user controls the Equipment/Instance.

Outbound Traffic

means the DataStream from the Customer's infrastructure to the Internet.

**Public Cloud Service**

means a Service provided by RN Solutions consisting of the provision of one or more Instances. For the avoidance of doubt, Public Cloud Service shall include the Services offered by RN Solutions under the name “Virtual Server” and “Cloud Server”.

Private Cloud Service

means (as appropriate) the Service provided by RN Solutions consisting of the provision of

- a) a Managed Private Cloud, and/or
- b) a Private Cloud Resource Pool.

Private Cloud Resource Pool

means a pool of resources consisting of Compute Capacity, and storage capacity, which resources can be used by Customer to deploy Instances and/or infrastructure components.

Rack

means a cabinet or rack or a dedicated Footprint.

Shared Web Hosting Platform

means the integrated system of Equipment, software and IP Connectivity Services that comprise the infrastructure which allows RN Solutions to provide the Shared Web Hosting Service.

Shared Web Hosting Service

means the Service provided by RN Solutions specifically for the use of presenting Customer’s website to the Internet audience, on the Shared Web Hosting Platform, as further described and specified in Clause 17.

TB

means 1 x10¹² bytes.

Utilized Bandwidth

means the higher of the 95th Percentile of Inbound Traffic and 95th Percentile of Outbound Traffic for the relevant month. For Cloud Services, unless otherwise agreed, the Utilized Bandwidth shall be based on the 95th Percentile of Outbound Traffic.

Utilized Data Traffic

means the sum of all Inbound Traffic and Outbound Traffic for the relevant month. For Cloud Services, unless otherwise agreed, Utilized Data Traffic shall be based on Outbound Traffic only.

CHAPTER B

IP CONNECTIVITY

2. SERVICES

- 2.1. **RN Solutions offers** a choice between two (2) IP Connectivity packages: Volume and Premium. Customer’s choice of IP Connectivity package is specified in the Order Form/Order Confirmation. For some Services, IP Connectivity is available on a Volume or Premium basis only.
- 2.2. **Customer may** resell the IP Connectivity to its End Users, but shall not resell IP Connectivity in its entirety to a single End User without RN Solutions’s prior written approval, which may be granted or withheld in RN Solutions’s sole discretion.
- 2.3. **Unless otherwise approved by RN Solutions in writing**, Customer is only permitted to use RN Solutions provided connectivity options for Colocated Equipment, Instances and Dedicated Equipment.



- 2.4. Customer acknowledges that any use by Customer and/or its End Users of the Services in breach of the Acceptable Use Policy could subject Customer and/or its End Users to criminal and/or civil liability, in addition to other actions by RN Solutions outlined in Chapter G of the RN Solutions Policies and in the General Conditions.

3. BANDWIDTH AND DATA TRAFFIC

- 3.1. The Service Charge for IP Connectivity shall be charged to Customer on either of the following methodologies:

	DATA TRAFFIC (measured in GB)	BANDWIDTH (measured in bps)
FLAT FEE	N/A	RN Solutions will invoice Customer a fixed Service Charge for the Bandwidth made available by RN Solutions to Customer in the respective month, regardless of the amount of Inbound Traffic and/or Outbound Traffic.
MEASURED FEE	RN Solutions will invoice Customer a Fixed Service Charge for the Committed Data Traffic and a separate Service Charge for Extra Data Traffic (if any).	RN Solutions will invoice Customer a fixed Service Charge for the Committed Bandwidth Data and a separate Service Charge for Extra Bandwidth (if any).

- 3.2. Extra Data Traffic and Extra Bandwidth will be charged to Customer in accordance with the 'surcharge rate' specified in the Order Form/Order Confirmation, or in the absence thereof, in accordance with RN Solutions's standard rates.
- 3.3. The IP Connectivity Service is billed to Customer on a per server or on an aggregated basis, as set forth in the Order Form/Order Confirmation.
- 3.4. Customer shall not be entitled to receive any compensation or restitution in the event the Utilized Data Traffic or Utilized Bandwidth falls below the Committed Data Traffic or Committed Bandwidth respectively, nor is Customer entitled to transfer any unused parts of the Committed Data Traffic or Committed Bandwidth to another month or to Dedicated Equipment/Instances other than for which the Committed Data Traffic or Committed Bandwidth applies.
- 3.5. Utilized Data Traffic shall (for the purpose of determining the Service Charge) be rounded up to the full GB upwards.
- 3.6. For IP Connectivity Services with Committed Data Traffic of 100TB or 250TB, the following shall apply: (a) the IP Connectivity Service is based on a limited time offering, and RN Solutions may (prematurely) cancel, modify, or withdraw said Service at any time, after fourteen (14) days' notice to Customer, (b) the IP Connectivity Service is provisioned to end-user Customers only and may not be resold, shared, or loaned by Customer to any 3rd party, and (c) Customer shall not be entitled to use the IP Connectivity Service for the purpose of operating content delivery networks and/or streaming media services

4. UPGRADE / DOWNGRADE / SWITCH

- 4.1. Subject to the provisions of the change order procedure set forth in Clause 5 of the General Conditions and the provisions of this Clause 4, Customer may request an upgrade/downgrade/switch with respect to IP Connectivity.
- 4.2. Subject to RN Solutions having sufficient capacity at the time of Customer's request, and without prejudice to the provisions of the change order procedure, Customer may request to upgrade the Committed Data Traffic or Committed Bandwidth at any time. If RN Solutions has determined that it has sufficient capacity to accept Customer's request, the upgrade will become effective: (a) the first day of the month in which RN Solutions has accepted Customer's request, in the event that Customer's written request was received by RN Solutions before the 20th day of that month; or (b) the first day of the month following the month in which RN Solutions has accepted Customer's request, in the event that the Customer's request was received by RN Solutions on or after the 20th day of that month.



- 4.3. **Customer is allowed to downgrade the Committed Data Traffic or Committed Bandwidth at the end of the Initial Term or renewal term of the applicable Order.**
- 4.4. **Without prejudice to the generality of the provisions set forth above in Clause 4.1, Customer shall not be entitled to switch between Data Traffic and/or Bandwidth, unless such switch has been accepted in writing by an authorized representative of RN Solutions.**

5. MONITORING

- 5.1. **RN Solutions's monitoring platform measures Customer's Inbound Traffic and Outbound Traffic every 5 minutes at the Interconnection Point. RN Solutions's Service Charges shall be based on this data.**
- 5.2. **The Customer Portal will make available the daily, weekly, monthly and yearly graphs of Customer's Inbound Traffic and Outbound Traffic. This feature is not available for any IP Connectivity that is part of a Shared Web Hosting Service.**

6. USE OF IP'S

- 6.1. **IP Connectivity includes the number of RN Solutions IPs as specified in the Order Form/Order Confirmation. RN Solutions may make additional IPs available to Customer, subject to an additional Service Charge.**
- 6.2. **Customer is aware that a shortage of IPv4 IPs exists. Customer shall therefore use IPv4 IPs in a conservative manner as this is being propagated by the IANA and its RIR's (Regional Internet Registries). A request by Customer for more than three (3) IPv4 IPs per server, shall be subject to RN Solutions's prior approval process.**
- 6.3. **Customer shall only use RN Solutions IPs that have been assigned by RN Solutions to Customer in writing.**
- 6.4. **Customer shall only have the temporary right of use of IPs and shall not be entitled to transfer the IPs to another internet service provider. Upon a written notice of at least two (2) months:**
 - (i) **RN Solutions may exchange the IPs that are being used by Customer; and/or**
 - (ii) **in case (in RN Solutions's sole determination) an excessive number of RN Solutions IPs has been assigned to Customer, RN Solutions shall be entitled to decrease the number of IPs.**
- 6.5. **For Shared Web Hosting Service, no individual IP per Customer shall be assigned.**

CHAPTER C *DEDICATED EQUIPMENT*

7. DEDICATED EQUIPMENT

- 7.1. **With respect to all Dedicated Equipment, RN Solutions shall at any time be entitled to replace Equipment, with alternative Equipment, provided that**
 - (i) **the technical specifications of such alternative Equipment are (in RN Solutions's sole determination) equal to, or equivalent to, or better than the technical specifications of the Equipment specified in the Order Form/Order Confirmation; and**
 - (ii) **this shall (unless otherwise agreed) not result in an increase in the Service Charges for lease of the Dedicated Equipment.**
- 7.2. **In respect of Dedicated Equipment provided by RN Solutions, the Initial Installation will be performed by RN Solutions on a best efforts basis. RN Solutions is not liable to Customer for any damage resulting from any incorrect Initial Installation, unless such damage is the direct result of gross negligence or willful misconduct on the part of RN Solutions.**



- 7.3. Subject only to any agreed Initial Installation** by RN Solutions and the restoration of the OS under the Support and Service Level Schedule, Customer shall as of the approval date referenced in clause 6.4 of the General Conditions be fully and solely liable as well as responsible for
- (i) any corrective and preventive maintenance, installation, updating, monitoring and configuration of the software (including the OS) installed on the Dedicated Equipment,
 - (ii) supporting, updating, configuring and managing Dedicated Equipment,
 - (iii) migration of customer's systems and data from and to the Dedicated Equipment,
 - (iv) disaster recovery arrangements for the systems and data stored on the Dedicated Equipment, and
 - (v) backing up the systems and data stored on the Dedicated Equipment.
- 7.4. If Customer has an Order** for lease of Equipment on an hourly billing basis, the lease duration (for the purpose of determining the Service Charge) shall be rounded up to the full hour upwards.
- 7.5. RN Solutions will charge** Customer for all data Traffic generated from and to the Dedicated Equipment in accordance with Chapter B (IP Connectivity), with the exception of traffic between Customer's Dedicated Equipment for which Customer has ordered and configured, the private networking option.
- 7.6. RN Solutions may discontinue** Equipment offerings at any time without prior notice to Customer.
- 7.7. RN Solutions will not touch,** maintain, use, upgrade, repair or operate Dedicated Equipment, except as required:
- (i) as part of Standard Support and Advanced Support Services provided by RN Solutions, and/or
 - (ii) in an Emergency; and/or
 - (iii) for security purposes, and/or
 - (iv) to comply with an order or ruling or decision or approval from a court, any law enforcement authority or any (other) governmental authority;
 - (v) to relocate or replace Equipment in accordance with the terms of the Agreement, and/or
 - (vi) to enforce the RN Solutions Policies.

CHAPTER D

COLOCATION SERVICE

8. HOUSING SPACE

- 8.1. RN Solutions licenses Housing Space** set forth in the Order Form/Order Confirmation to Customer subject to the terms and conditions herein, for the purpose of installing, operating, and maintaining Colocated Equipment therein.
- 8.2. Customer's use of the Housing Space** shall at all times be subject to this Chapter and the conduct standards and operational procedures for the Data Center as amended from time to time and as published and/or made available to Customer by RN Solutions in writing. Customer shall ensure that its employees, agents, contractors, End Users and invitees will receive and will comply with these standards and procedures.
- 8.3. Customer shall not sublicense or resell** or otherwise grant any rights to any third party, further to which the third party would be permitted to install or operate equipment in the Housing Space for its own benefit, without written consent from RN Solutions.
- 8.4. Customer shall not place or attach** its logo or any signs on or in the Data Center or Housing Space without the prior written consent of RN Solutions, which RN Solutions may withhold in its sole discretion.
- 8.5. Housing Space which is not** being used by Customer may be used by RN Solutions for other purposes than operating Colocated Equipment. Upon a two (2) Business day notice by e-mail, RN Solutions will remove RN Solutions's Equipment.



- 8.6. Customer shall not be entitled** to use or place its own Rack, except with RN Solutions's prior written consent. Should RN Solutions grant such consent, Customer shall ensure that its Rack complies with RN Solutions's standards, and shall be placed on the Footprint indicated by RN Solutions.
- 8.7. Customer shall in no event modify**, move, disconnect, replace, or remove any equipment, fixture, or other property of RN Solutions or any other party in the Data Center. In the event that Customer violates the obligations under this clause, Customer shall, without a notice of default being required, forfeit an immediately due and payable penalty of EUR 25,000 (twenty-five thousand euro) for each such violation, notwithstanding any other rights RN Solutions may have, such as the right to terminate this Agreement and/or the right to claim performance and/or compensation of damages suffered.
- 8.8. Customer shall give** RN Solutions a prior written notice by e-mail at least two (2) Business days before removing any Colocated Equipment from the Housing Space. RN Solutions has the right, but not the obligation, to investigate whether the Customer is authorized to remove Colocated Equipment from the Housing Space. RN Solutions may also prevent Customer from removing any Colocated Equipment, if Customer is in breach of its payment obligations under the Agreement.
- 8.9. RN Solutions will not touch**, maintain, use, upgrade, repair or operate Colocated Equipment, nor will it access the Housing Space, except as required:
- i. as part of Remote Hands Services provided by RN Solutions, and/or
 - ii. in an Emergency; and/or
 - iii. for security purposes, and/or
 - iv. to comply with an order or ruling or decision or approval from a court, any law enforcement authority or any (other) governmental authority; and/or
 - v. to enforce the RN Solutions Policies.
- 8.10. Customer shall not make** any alterations to the Housing Space or the Data Center, or make construction changes or material alternations to the interior or exterior portions of the Housing Space or the Data Center, including without limitation the installation of walls, partitions, drop ceilings, lighting, HVAC, plumbing, or any electrical distribution or power supplies.
- 8.11. Customer shall ensure that** all Colocated Equipment shall be rack-mountable, meets industry standards and complies with any applicable safety and other legislation and regulations. In the event in RN Solutions's opinion the Colocated Equipment causes an Emergency, RN Solutions shall be entitled to immediately remove such Colocated Equipment without prior notice or warning to Customer and without incurring any liability therefore towards Customer.

9. INTERCONNECTIONS

- 9.1. Customer is not allowed to** install and/or have installed any connection other than the connection which has been installed and approved by RN Solutions. Customer may request from RN Solutions in writing that RN Solutions permit another provider with or without a presence in the Data Center in order to establish a connection to the Housing Space. RN Solutions may grant or deny any such request in its sole discretion.
- 9.2. In-Data Center Cross-Connects:**
All physical interconnections to and from Colocated Equipment within the Data Center shall be made by RN Solutions. Customer may request RN Solutions to make interconnections between Colocated Equipment and (a) RN Solutions's equipment; (b) the equipment of any local telecommunication service providers in the Data Center; and/or (c) the equipment of any Customer or provider of Customer's located in the Data Center. RN Solutions may accept or decline Customer's request in its sole discretion. RN Solutions shall charge Customer for the cost of all interconnections, as an additional Service Charge. Customer shall coordinate with RN Solutions the exchange of



technical information relating to its interconnection requirements in order for RN Solutions to provide and install the relevant interconnect facilities. Customer agrees to provide RN Solutions with at least ten (10) days prior written notice of any interconnection required by Customer. RN Solutions 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.

9.3. Local Loop Installation Support:

With regard to local loops not related to Customer's use of data services purchased by Customer from RN Solutions, Customer may request from RN Solutions to order and install local loop connections between Colocated Equipment and local exchange or competitive providers in the Data Center. RN Solutions may accept or decline Customer's request in its sole discretion. RN Solutions will charge Customer an additional Service Charge for local loop installation services, and for the interconnection.

9.4. Local Loop Provisioning Service:

In order to utilize data services purchased by Customer from RN Solutions, Customer may request RN Solutions to order, provide, and manage local loop connections between Colocated Equipment and local exchange or competitive access providers in the Data Center. RN Solutions may accept or decline Customer's request in its sole discretion.

9.5. With respect to interconnections with local telecommunications providers, Customer may interconnect Colocated Equipment only with local telecommunications providers with a presence in the Data Center. Customers may request RN Solutions to permit a local provider without a presence in the Data Center to establish a presence in the Housing Space. RN Solutions may grant or deny any such request in its sole discretion. RN Solutions shall coordinate all such connections with the Data Center owner/lessor/licensor. RN Solutions will not guarantee that the Data Center owner/lessor/licensor will cooperate in permitting additional local telecommunications company's access to the Data Center. If RN Solutions approves Customer's request, RN Solutions shall manage the implementation of the local presence of RN Solutions's Telecom providers in the Housing Space at Customer's sole cost and expense, plus a 25% project management fee.

9.6. Customer shall provide RN Solutions with a cable run-out listing that contains details of every cable type used in Customer's interconnections within the Housing Space and the Data Center, and the termination points of such interconnections.

9.7. All cabling and connections up to the Interconnection Point (Customer's network) shall be the responsibility of Customer, and any related maintenance shall be performed by Customer. All cabling and connections from the Interconnection Point are the responsibility of RN Solutions, and shall be maintained by RN Solutions.

10. SERVICE INTERRUPTIONS

10.1. In case of an interruption or failure of any of the electrical power, back-up power, and/or HVAC serving the Housing Space and/or Colocated Equipment, RN Solutions shall use commercially reasonable efforts to restore the affected Services as soon as possible. If RN Solutions 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 Data Center and the Housing Space may be the responsibility of third parties from whom RN Solutions leases or licenses the Data Center, and that such systems are not within RN Solutions's responsibility or control. Accordingly, Customer agrees that the Data Center specifications provided to Customer by RN Solutions are targets only, which RN Solutions shall use its best efforts to achieve.

RN Solutions shall have no liability to Customer for the unavailability, or failure of the electrical power, back-up power, and/or HVAC serving the Housing Space and/or Colocated Equipment or any utility or other system serving the Data Center and/or the Housing Space, other than the Service Credits as described in the Support and Service Level Schedule.



11. DAMAGE; REPAIR

- 11.1. Customer shall compensate** RN Solutions for the costs of any damage or destruction caused by Customer, its employees, agents, End Users, contractors, or invitees to the Housing Space, or the Data Center, or to the property of RN Solutions or any third party. Customer shall pay such amounts to RN Solutions within five (5) business days of receipt of an invoice for such charges from RN Solutions. Notwithstanding the foregoing, Customer shall not be responsible for any reasonable wear and tear of the Housing Space caused by Customer's occupancy and use thereof pursuant to this Chapter.
- 11.2. Customer shall immediately report** to RN Solutions any damage or destruction of the Housing Space, the Data Center, or to the property of RN Solutions or any third party.
- 11.3. If the Housing Space becomes damaged** by fire or any other casualty, or if Customer's use of the Housing Space is interfered with due to damage to the Data Center, the Services Charges for the Colocation Services payable by Customer shall abate or be reduced proportionately for the period in which, by reason of such damage, there is substantial interference with Customer's use of the Housing Space, to the extent Customer may be required to discontinue its use of the Housing Space. Such abatement or reduction shall end if and when
- (i) RN Solutions has substantially restored the Housing Space (exclusive of Customer's fixtures, furnishings, Colocated Equipment and the like or work performed therein by Customer) to substantially the condition in which the Housing Space was in prior to such damage; and/or
 - (ii) the interference with Customer's use of the Housing Space has been eliminated. If the damage cannot reasonably be repaired within thirty (30) days from date on which the damage occurred, or if any part of the Housing Space, or those parts of the Data Center providing access to Housing Space, is taken by an exercise of the right of eminent domain, then either party shall have the right to terminate the Order by giving written notice to the other of its election so to do.
- 11.4. Customer shall immediately report** to RN Solutions any damage or destruction of Equipment which is not Customer's property.

12. SPECIFICATIONS

- 12.1. Housing Space:**
- a) Customer Footprint: W x D = 60cm x 100cm (max H = 2200cm)
 - b) Customer Rack: W x D x H = 60cm x 90/100cm x 2200cm
 - c) RN Solutions Rack: W x D x H = 60cm x 90/100cm x 2200/2600cm
 - d) U = approximately 4,5cm; A RN Solutions Rack may be used to provide Housing Space to more than one (1) Customer.
- 12.2. Fire detection and suppression system:**
- a) Provision of a fire detection and suppression system.
- 12.3. Power:**
- a) Unless specified otherwise in the Order Form/Order Confirmation: no-break 1 x 16 Amps of 230v AC UPS and Diesel generator backed mains power (A feed) per Rack/Footprint.
 - b) Should the Order Form/Order Confirmation not mention a Basic Power, the value will be 6.08 Amp (1.4kVA) per Rack/Footprint. If Customer only uses part of the Rack, the included Basic power usage will be determined pro rata; each U represents 1/46 of total Basic Power.
 - c) Customer is not allowed to use more power than the Basic Power. Should Customer use more power than the Basic Power usage level, then:
 - (i) Customer shall lower the power usage within three (3) days after being notified by RN Solutions; and



- (ii) Customer shall pay a penalty for the power used in excess of the Basic Power of ten (10) times the normal power fee, charged at 0.1 Amp increments.
- d) The A feed shall be used as the main power feed. When available, the B feed shall be used as a backup power feed, and not as an additional main power feed.
- e) The UPS battery back-up system will provide a minimum of 5 minutes of AC power as detailed above.
- f) The diesel generator will provide a minimum of 24 hours of AC power as detailed above, before requiring its fuel to be replenished.
- g) Additional Power Fees: Customer may submit a Change Request to RN Solutions if additional power is desired. Additional power shall at all times remain subject to availability.

12.4. Security:

- a) 24/7 site security, access control and camera monitoring. Housing Space is locked.

12.5. Floor:

- a) Housing Space is available either on a normal or on a raised floor, depending on the Data Center.
- b) The normal floor is provided with tiles, capable of withstanding a total load per Rack load of 6KN (600Kg).
- c) The raised floor is provided with a void to the underside of the tile, capable of withstanding a total load per Rack load of 4KN (400Kg).
- d) The Customer Rack or Footprint, including Rack and all Colocated Equipment, shall not exceed the maximum load as defined above. If Customer uses a RN Solutions Rack, this maximum load will be determined pro rata.

CHAPTER E

CLOUD SERVICES

13. GENERAL

- 13.1. **Any Initial Installation** by RN Solutions will be performed on a best efforts basis. RN Solutions is not liable to Customer for any damage resulting from any incorrect Initial Installation, unless such damage is the direct result of gross negligence or willful misconduct on the part of RN Solutions.
- 13.2. **Subject only to** any agreed Initial Installation by RN Solutions, and the restoration of the OS under the Support and Service Level Schedule, Customer shall as of the approval date referenced in clause 6.4 of the General Conditions, be fully and solely liable as well as responsible for
 - (i) any corrective and preventive maintenance, installation, updating, monitoring and configuration of the software (including the OS) installed on the Instances,
 - (ii) supporting, updating, configuring and managing an Instance,
 - (iii) migration of customer's systems and data from and to the Instance,
 - (iv) disaster recovery arrangements for the systems and data stored on the Instance, and
 - (v) backing up the systems and data stored on the Instance.
- 13.3. **RN Solutions reserves the right** at all times to select, and throughout the term of the agreement to alter, the (virtualization) technologies and methods (including software and middleware) of the Cloud Platform, in substitution for the technologies and methods set forth in the Order Form or the Order Confirmation, provided that:
 - (i) this does not result in an increase of Service Charges, and
 - (ii) this will not result in a decrease of Compute Capacity, memory, and/or storage capacity (in respect of Public Cloud Services) or resources of the Private Cloud Resource Pool (in respect of Private Cloud Services).
- 13.4. **RN Solutions will charge** Customer for all data Traffic generated in connection with the Cloud Services in accordance with Chapter B (IP Connectivity), with the exception of Traffic generated in a private network provided by RN Solutions



or Traffic generated in a private network that is part of a Private Cloud Service.

- 13.5. **RN Solutions may at any time**, and without notice, add, suspend, discontinue, modify or remove features from the Customer Portal and such other panels, consoles or tools offered by RN Solutions to configure or manage the Cloud Services.

14. PUBLIC CLOUD SERVICES

- 14.1. **This clause shall govern the provision of Public Cloud Services.**
- 14.2. **RN Solutions will provision** the number and type of Instances described in the relevant Order Form/Order Confirmation as of the RFS Date. The Order Form/Order Confirmation shall for each Instance set forth the agreed upon:
- (i) Compute Capacity,
 - (ii) memory,
 - (iii) storage capacity, and
 - (iv) IP Connectivity.
- 14.3. **In respect of Public Cloud Services**, the network component, storage and server systems of a Cloud Platform are offered to Customer on a shared basis. RN Solutions shall use reasonable efforts to provide Compute Capacity for Public Cloud Services with an average overbooking factor of no more than 3.5 (measured on a per Cloud Platform basis).

15. PRIVATE CLOUD SERVICES

- 15.1. **This clause shall govern the provision of Private Cloud Services.**
- 15.2. **RN Solutions will provide** the Private Cloud Resource Pool as identified in the Order Form/Order Confirmation as of the RFS Date. Customer may freely assign the resources within the Private Cloud Resource Pool to Instances and/or infrastructure components that Customer deploys.
- 15.3. **RN Solutions shall deliver** the Cloud Platform for Managed Private Cloud Services in accordance with the specifications set forth in the Order Form, this Service Specification, the standard RN Solutions configuration for Managed Private Cloud (as updated from time to time) and all other documentation containing configuration specifications agreed in writing between Parties.
- 15.4. **RN Solutions shall patch**, update and/or upgrade the software of the Cloud Platform with the latest software release supported, tested and validated by RN Solutions.

16. UPGRADE/DOWNGRADE/CHANGE

- 16.1. **Customer may request** an upgrade/downgrade/switch:
- a) in respect of a Public Cloud Instance, of the
 - (i) Compute Capacity,
 - (ii) memory, and
 - (iii) storage capacity; and
 - b) in respect of Private Cloud Services, of the resources of the Private Cloud Resource Pool.
- 16.2. **Any upgrade/switch/downgrade shall** always be subject to the combinations in which the components set forth in clause 16.1 under a) and the resources of the Private Cloud Resource Pool are offered by RN Solutions. RN Solutions may accept or decline the request for the upgrade/switch/downgrade in its sole discretion. An upgrade/switch/downgrade shall at all times be subject to the availability of an upgrade/switch/downgrade



option for the respective Cloud Service (as determined by RN Solutions).

- 16.3. Any upgrade/downgrade/switch referenced in clause 16.1 shall be subject to the provisions of the change order procedure, Customer shall be allowed to upgrade at any time. Customer is allowed to downgrade at the end of the Initial Term or renewal term of the applicable Order.

CHAPTER F OTHER SERVICES

17. SHARED WEB HOSTING

- 17.1. RN Solutions offers Shared Web Hosting Services via the Shared Web Hosting Platform on a Windows and Linux basis. The Shared Web Hosting Platform is shared with other customers of RN Solutions and therefore resource usage limits are in place to prevent excessive use. These limits are set forth in the Order Form, the Order Confirmation and the RN Solutions Policies.
- 17.2. As part of the Shared Web Hosting Services, RN Solutions shall make available an administration panel for managing settings, files and databases, as well as viewing website access statistics and log files. RN Solutions shall also make FTP access available for uploading website files and documents.
- 17.3. RN Solutions shall be responsible for maintaining the Equipment and software that comprise the Shared Web Hosting Platform. Unless otherwise indicated by RN Solutions, software updates for the Shared Web Hosting Platform are performed in a monthly maintenance cycle. Upgrades and other changes in the Shared Web Hosting Platform, may affect the display or operation of Customer's hosted content and/or applications.
- 17.4. RN Solutions reserves the right to change its Shared Web Hosting Platform in its commercially reasonable discretion, and RN Solutions shall not be liable for any resulting harm to Customer.
- 17.5. The maximum Data Traffic allocation for IP Connectivity shall be as set forth in the Order Form or Order Confirmation. Customer acknowledges that any Data Traffic in excess thereof will be subject to additional Service Charge on a Measured Fee basis in accordance with Chapter B.
- 17.6. Customer shall be solely responsible for the maintenance, installation, updating, monitoring and configuration of all software and data placed by the Customer on the Shared Web Hosting Platform.
- 17.7. RN Solutions backs up Customer's website files and databases nightly, with a retention of two (2) weeks. RN Solutions makes no guarantees about the integrity of these backups. RN Solutions may charge an additional Service Charge for any restores of backups. Notwithstanding this backup service, Customer agrees to make and maintain independent local copies of all Customer content for backup purposes. RN Solutions will have no liability to Customer for loss, damage, integrity, usability, accessibility or destruction of any Customer content.
- 17.8. Customer agrees that it must have the necessary expertise to create, maintain, secure, install, update, configure and monitor Customer's web space, and further agrees that RN Solutions shall in no event be obliged to provide this expertise or to provide support regarding the foregoing to Customer.
- 17.9. Customer agrees that RN Solutions may display promotional information of its choosing along with an "under construction" logo until such time as Customer makes its website fully functional by adding its own content to the Shared Web Hosting Platform.
- 17.10. Only one internet appearance is allowed per Shared Web Hosting Services package.



18. TAPE ROTATION

- 18.1. RN Solutions shall provide tape rotation services in the event agreed between Parties in writing. In the event the tape rotation is provided in relation to Dedicated Equipment, the tape rotation shall be performed as an Advanced Support Service, and in case said tape rotation is performed in relation to Colocated Equipment, the tape rotation shall be performed as a Remote Hands Service.
- 18.2. The storage location of the tapes, the times the tape rotation is performed and the frequency of the tape rotation shall be agreed between RN Solutions and Customer in writing.
- 18.3. Customer is - and shall at all times remain- responsible for making regular backups of its data (including the backup to the storage tapes) and for the configuration and maintenance of Customer's backup program.

19. FIREWALL AND LOAD BALANCING

- 19.1. Unless otherwise agreed in the Order Form and/or the Order Confirmation, Customer shall at all times be solely responsible for the configuration and maintenance of all virtual/hardware firewalls and load balancers, irrespective whether such firewall/load balancer is provided or leased by RN Solutions to Customer.
- 19.2. Customer may request RN Solutions to carry out the initial installation of a hardware firewall and/or hardware load balancer. In case said hardware firewall/load balancer is leased by RN Solutions to Customer, the configuration shall be performed as part of the Advanced Support Services, and in case said firewall and hardware load balancer is part of the Colocated Equipment, the configuration shall be performed as part of the Remote Hands Services.
- 19.3. Customer may receive or request, as part of the Cloud Services, a virtual firewall and/or load balancer. It shall be Customer's sole responsibility to configure and manage the virtual firewall and/or load balancer. RN Solutions shall offer the functionality to perform such management and configuration through the Customer Portal.
- 19.4. Customer understands and agrees that a firewall is only part of the security of Dedicated Equipment, Colocated Equipment or Instances, and that Customer shall be responsible for taking adequate measures to protect its Dedicated Equipment, Colocated Equipment and Instance(s).
- 19.5. Regardless whether the initial configuration is performed by RN Solutions, Customer shall be solely responsible for testing whether the hardware/virtual firewall and load balancer is adequately configured.

20. SSL

- 20.1. RN Solutions offers SSL certificates for encryption of data traffic to and from Customer's websites. Customer understands and agrees that the SSL certificate is only part of the security of Customer's data traffic, and that Customer shall be responsible for taking additional measures to protect its website and data traffic.

21. MAIL

- 21.1. RN Solutions offers Customer mailboxes on RN Solutions's shared mail server. Customer may order the mailboxes per 50. The mailboxes may be used for multiple domain names.
- 21.2. RN Solutions offers Customer Batch SMTP on RN Solutions's shared mail server. The Batch SMTP may only be used for one (1) domain name.

22. DOMAIN NAMES

- 22.1. All domain name related tools provided on RN Solutions's websites or the Customer Portal are provided as a convenience for Customers. RN Solutions does not warrant the accuracy or utility of these tools.



- 22.2.** Customer shall comply with the policies, guidelines, terms and conditions applied from time to time by the organization or entity which shall be responsible for the management (registration and/or distribution and/or giving into use) of an (Internet) domain, such as - for example - ICANN and SIDN. By registering a domain name through RN Solutions, Customer shall (in addition to the Agreement with RN Solutions) enter into an agreement with the registry of the relevant domain name. The general terms and conditions used by such registry (as amended from time to time by the registry) shall be an integral part of said agreement with the registry, and Customer agrees to comply in all respects with all provisions set forth in said general terms and conditions.
- 22.3.** As a condition to the continued registration of the domain, Customer must keep the registration information current, complete and accurate.
- 22.4.** In the event Customer's End User is the holder/registrant of a domain name registered through RN Solutions, Customer represents that it is fully authorized to act on behalf of the End User, and Customer shall indemnify RN Solutions against all claims and demands of the End User in relation to said domain name(s). Without limiting the generality of the foregoing, Customer's End User may directly request RN Solutions to perform administrative changes in relation to the domain names registered in its name (including change of address, change of domain name holder, etc.), and RN Solutions may accept and deny such requests in its sole discretion without Customer's consent.
- 22.5.** RN Solutions does not guarantee that Customer will be able to register or renew a desired domain name, even if an inquiry indicates that a domain name is available for registration, because RN Solutions cannot know with certainty whether or not the domain name which Customer is seeking to register is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases.
- 22.6.** RN Solutions's delivery of the domain name registration service depends upon its computer system, the computer system of its subcontractors and the computer system of RN Solutions's registrar. RN Solutions does not guarantee that these computer systems are error-free, and RN Solutions shall in no event be liable vis-à-vis Customer for any damages resulting from errors occurring in these systems.
- 22.7.** RN Solutions may charge Customer for all administrative actions that Customer or the domain name holder requests RN Solutions to perform in connection with the domain name.

23. MICROSOFT SOFTWARE

- 23.1.** The use by Customer of Microsoft computer software and associated documents provided to Customer by RN Solutions, is governed by Microsoft's license terms. The latest version of such license terms are available here: <http://www.microsoft.com/en-us/legal/intellectual-property/Use-Terms/default.aspx>. A URL to license terms for the most commonly RN Solutions-provided Microsoft software is available in the table below:

MICROSOFT PRODUCT	SKU	DOCUMENT NAME	TERMS
Office Standard (SAL)	021-08183	Office Standard 2013	http://bit.ly/2bGrQv8
SQL Server Standard Edition (Processor)	228-03159	SQL Server Standard 2008 R2	http://bit.ly/2bB67ux
SQL Server Standard Edition (SAL)	228-05018	SQL Server Standard 2012	http://bit.ly/2bGtUne
Windows Remote Desktop Services (Replaces Windows Terminal Server) (SAL)	6WC-00002	Windows Server 2012 R2 Data Center or Windows Server 2012 R2 Standard (as applicable)	http://bit.ly/2b8PNng or http://bit.ly/2c4uVri
SQL Server 2012 Standard Edition (2 core license pack) (minimum 4 cores per server/CPU)	7NQ-00302	SQL Server Standard 2012	http://bit.ly/2bGtUne



Hosted Exchange Enterprise (SAL)	9MC-00001	Microsoft Exchange Server 2010 Standard, Enterprise and Trial	http://bit.ly/2c0iBdd
SQL Server Workgroup Edition (Processor)	A5K-01384	SQL Server Workgroup 2008 R2	http://bit.ly/2bRMRZ0
SQL Server Workgroup Edition (SAL)	A5K-01396	SQL Server Workgroup 2008 R2	http://bit.ly/2bRMRZ0
Visual Studio Professional (SAL)	C5E-00746	Visual Studio 2013 Professional	http://bit.ly/2c4wNR2
SQL Server Business Intelligence edition (SAL)	D2M-00502	SQL Server Business Intelligence 2012	http://bit.ly/2c0iF0H
Hosted Exchange Standard (SAL)	F08-00025	Exchange Server Enterprise 2010 or Exchange Server Standard 2010 (as applicable)	http://bit.ly/2c0iBdd
Core Infrastructure Server (CIS) Suite Data Center	FUD-00009	Windows Server 2012 R2 Data Center or Windows Server 2012 R2 Standard (as applicable)	http://bit.ly/2b8PNng or http://bit.ly/2c4uVri
Windows Server 2008 R2 Web Edition (Processor) (64-bit)	LWA-00135	Windows Web Server 2008 R2	http://bit.ly/2b8ARau
Windows Server Web Edition (Processor)	LWA-00135	Windows Web Server 2008 R2	http://bit.ly/2b8ARau
Windows Server Data Center (Processor)	P71-01031	Windows Server 2012 R2 Data Center	http://bit.ly/2b8PNng
Windows Server Enterprise (Processor)	P72-04169	Windows Server 2008 R2 Enterprise	http://bit.ly/2b8Bher
Windows Server Standard (SAL)	P73-03408	Windows Server 2008 R2 Standard	http://bit.ly/2c8q8nN
Windows Server 2012 Standard (Processor) (64-bit)	P73-04837	Windows Server 2012 Standard	http://bit.ly/2bVshVk
Windows Server Standard (Processor)	P73-04837	Windows Server 2012 R2 Standard	http://bit.ly/2c4uVri
Windows Server 2008 R2 Standard With SCOM (Processor) (64-bit)	P73-05075	Windows Server 2008 R2 Standard	http://bit.ly/2c8q8nN
SQL Server 2008 Web Edition (Processor)	TFA-00009	SQL Server Web 2008	http://bit.ly/2b8U7ro
SQL Server 2012 Web Edition (2 core license pack) (minimum 4 cores per server/ CPU)	TFA-00523	SQL Server Web 2012	http://bit.ly/2c0mpeK

23.2. Customer may not:

- reverse engineer, decompile, or disassemble any Microsoft software, unless such is expressly permitted by applicable law and then following at least thirty (30) days advance written notice to RN Solutions;
- perform any act which is not in compliance with the applicable Microsoft license terms;
- remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft's software or documentation; nor
- use the software on any device other than RN Solutions provided Dedicated Equipment or Instance.

23.3. For any Microsoft software used by Customer or its End User on a Dedicated Equipment or Instance in a Data Center (regardless whether provided by RN Solutions), Customer must immediately upon request of RN Solutions,



sufficiently demonstrate to RN Solutions's satisfaction, that it is authorized to use such software and that it or the End User uses such software in accordance with Microsoft's license terms.

24. RN SOLUTIONS BACKUP SERVICE

24.1. RN Solutions's backup service (the "Backup Service") is designed to

- (i) allow Customer to store a copy of Customer's server data (such as operating system, applications and data components) on a shared storage platform, and to
- (ii) facilitate Customer to restore the backed up data to Customer's server.

24.2. Customer shall be fully and solely responsible for

- (i) downloading the backup Software that is made available by RN Solutions as part of the Backup Service and installing this Software on the authorized number of Customer server(s) within the RN Solutions Network,
- (ii) configuring the Backup Service and said software,
- (iii) testing the Backup Service and said software regularly to determine if it is capturing Customer's server data properly and without any errors, and
- (iv) ensuring that there is sufficient storage room for Customer's backup data.

24.3. RN Solutions will charge Customer for any data traffic between Customer's server and the storage platform resulting from the use of the Back-up Service, in accordance with Chapter B (IP Connectivity).

24.4. The Backup Service is provided on an "as is" and "as available" basis, and RN Solutions does not guarantee that the Backup Services will be uninterrupted, timely, secure or error-free. Because of the technical limitations regarding backups on live servers and the possibility of data corruption, RN Solutions in no way guarantees the usability of any data from any given backup set.

24.5. RN Solutions grants Customer a non-assignable and non-exclusive license to use the Software made available to Customer by RN Solutions as part of the Backup Service. This license is for the sole purpose of enabling Customer to use the Backup Services as provided by RN Solutions, in the manner permitted by Agreement. Customer may not copy, modify or distribute any part of this Software, nor may Customer reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or Customer has RN Solutions's express written permission.

24.6. RN Solutions shall be entitled to erase and delete any and all backed up data from the shared storage platform upon the earlier of

- (i) the termination of the Agreement, and
- (ii) the termination of the Order for the Backup Service.

24.7. RN Solutions reserves the right to modify, suspend or discontinue the Backup Service at any time and without any liability to Customer. If RN Solutions decides to discontinue the Backup Service, it will provide prior notice to the Customer.