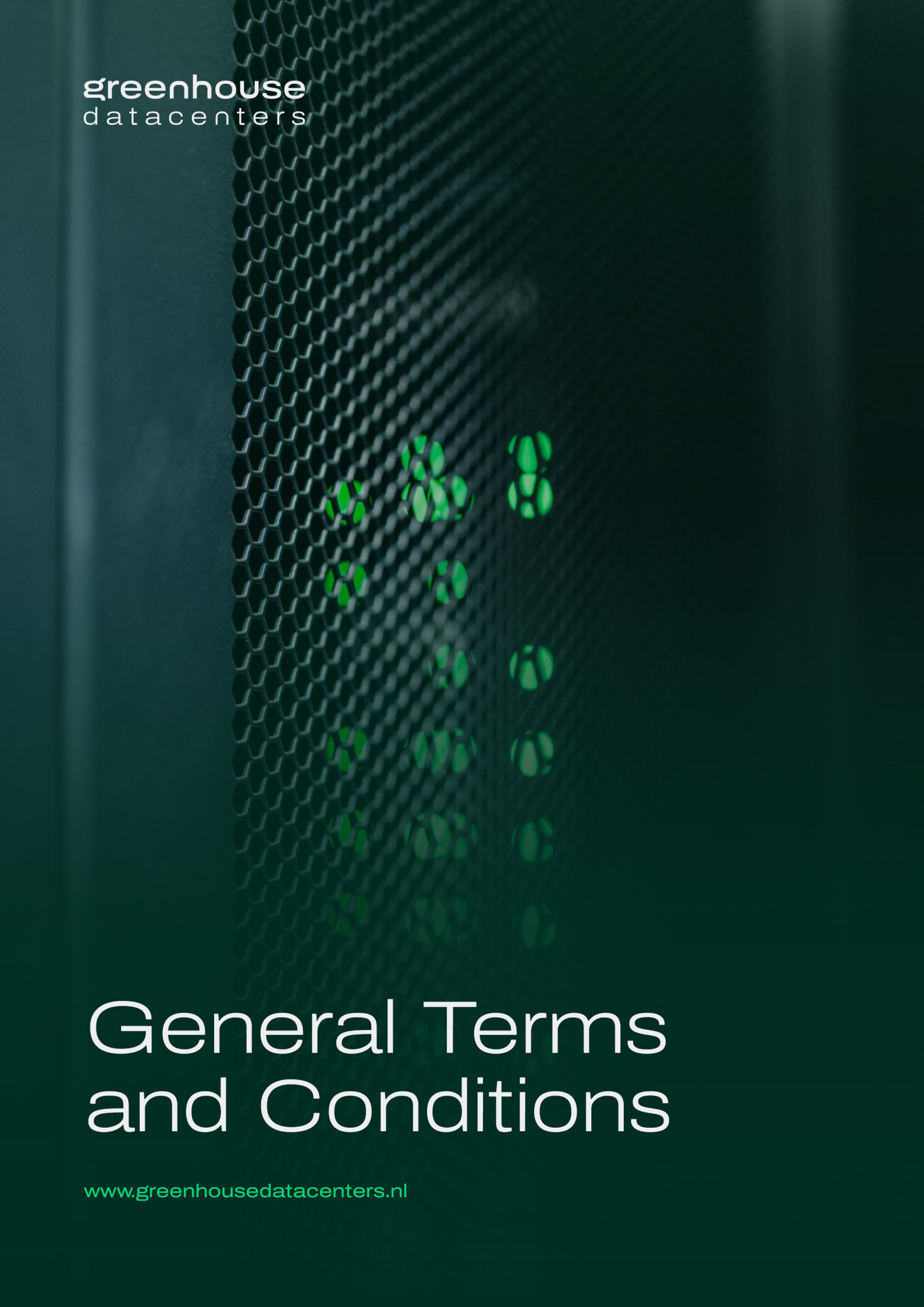

greenhouse
datacenters

General Terms and Conditions

www.greenhousedatacenters.nl

1 DEFINITIONS

In the Greenhouse Datacenters General Terms and Conditions, the Quotation (plus any appendices) and Service Description & SLA, the capitalized terms below have the following meanings:

Agreement: An Offer signed by Parties in which all specific agreements about the Service have been enshrined.

Attachment: an appendix to a Quotation.

Colocation Space: a space in the Data Center in which 19inch equipment is placed in the Racks for a fee by the Customer.

Commencement Date: the date specified as the commencement date in the Agreement or, in the absence thereof, the date on which delivery of the Services and/or Ancillary Services commences.

Complementary Services: the provision of secondary services in addition to the Services, including but not limited to the installation of cabling, performance of Remote Hands Services and otherwise, as agreed and further specified in the Agreement.

Customer: a company that concludes one or more Agreements with the Supplier or a company that receives an Offer from Supplier.

Data Center Services: the facilities the Data Center has available.

Date of Usage: the date on which the Service is activated.

Greenhouse Datacenters General Terms and Conditions (GTC): this document, in which the Supplier's General Terms and Conditions are described.

House Rules: the rules and standard procedures that apply to the presence in and use of the Data Center for Customers and third parties, as described in the document House Rules Greenhouse Datacenters.

Malfunction: the occurrence of an interruption in the Service that has not been notified in advance to the Customer by the Supplier as being scheduled maintenance.

Monthly Charges: monthly charges to be paid by Customer to Supplier for the use of the Service.

Parties: The Supplier and the Customer together.

Party: The Supplier or the Customer individually.

Quotation: A formal offer drawn up at the request of a Client.

Rack: The Supplier's owned housing for 19-inch rackmountable equipment. A standard Rack is assumed to be 60 cm wide, 120 cm deep with at least 42 units. However, in consultation with the Customer, Supplier may agree to deviate from this standard.

Remote Hands: A Supplier's employee who is available to the Customer to carry out simple operations within a Rack.

Service: the specific Service delivered by the Supplier and agreed to by the Customer, as set forth in the Agreement.

Service Description & SLA (SLA): The document describing the procedures and service levels relating to the management, maintenance and repair of the Service.

Setup Costs: One-off installation costs to be paid by Customer to Supplier for the preparation of the Service or part of the Service.

Supplier: Greenhouse Datacenters B.V., based in Naaldwijk, the Netherlands.

Terminal Equipment: the equipment and any associated software of Supplier or one of its suppliers that serves as the connection point, which the Customer may use.

2 APPLICABILITY

1. These General Terms and Conditions apply to all Offers and Quotations of the Supplier and to all Agreements between Supplier and Customer concerning the Service. Any general terms and conditions of the Customer, including purchasing conditions, do not apply to them, unless the Supplier has explicitly accepted them in writing.

2. In the event of any conflict between the provisions of the Quotation and the GTC, SLA or any appendices, the following order of precedence will apply:
    1. the (signed) Offer;
    2. the Appendices;
    3. the Service Description & SLA; 4. the General Terms and Conditions.
3. The Supplier is entitled to amend these GTC, subject to sending the Customer the amended terms and conditions.

3 ENTER INTO AGREEMENTS

1. All Supplier's Quotations are without obligation, unless stated otherwise.
2. Agreements are only valid if the content of the Agreements has been laid down in writing by the Parties and if the Offer has been signed by representatives of the Parties.

4 DELIVERY OF THE SERVICE

1. After the Agreement has been concluded, the Supplier shall provide the Service as soon as possible. In doing so, the Supplier shall take the Customer's reasonable wishes into account. The delivery times specified by the Supplier shall never be fatal deadlines, unless explicitly agreed otherwise in writing.
2. The Customer shall provide the Supplier with all documents, data, information carriers and all other materials necessary for the delivery of the Service in a complete, sound and timely manner.
3. The Customer shall follow the Supplier's instructions regarding the provision of the Service.

5 IDENTIFICATION DETAILS

1. In order to be able to use the Service, the Supplier shall make identification data, addressing data and/or codes (hereinafter collectively "the Data") available to the Customer. Customer shall handle the Data with care and protect them against loss and theft and against inspection or use by third parties without the consent of the Customer. In the event of loss, theft, unlawful use by third parties and/or other forms of unlawful use of the Data, Customer shall immediately notify the Supplier so that Parties can take appropriate measures. The Supplier shall not be liable for damage resulting from loss, theft, unlawful use by third parties and/or other forms of unlawful use of the Data.
2. The Customer shall pay all compensations resulting from the use of the Service by means of the Data that the Supplier has made available to the Customer.
3. If the Supplier has reason to suspect that the Customer's Data has been misused, the Supplier may give the Customer instructions that must be carried out.
4. If it is established that the Customer has not complied with the provisions of article 5 paragraph 1, 2 and/or 3 of these GTC or that the Customer has not complied with the instructions as referred to in the previous paragraph, the Customer is immediately in default and the Customer is obliged to compensate all damage suffered by the Supplier as a result.

6 ACCESS AND SECURITY

1. Without prejudice to what is provided elsewhere in these GTC and/or other rules regarding access and security in force in Supplier's Data Center, Customer shall in principle have access to the Data Center and the Colocation Space 24 hours a day, 365 days a year, subject to conditions:
   - Customer is not imputably in breach of the Agreement;
   - Access shall only be granted to Customer's employees who have been registered with the Supplier;
   - Supplier may refuse access to third parties brought by Customer;
   - Supplier reserves the right to remove Customer's employees if they violate the House Rules and/or fail to comply with Supplier's reasonable instructions.
2. In order to obtain the access referred to in the previous paragraph, Supplier shall make access codes and/or passes available to Customer. The provisions of article 5 of these GTC shall also apply to these access codes and/or cards. The Customer is responsible for any use of access codes and/or badges by Customer's personnel, third parties and/or unauthorized persons. In the event that the Customer suspects or knows that access codes and/or badges are misused and/or (may) be used by unauthorized persons, as well as in the event of theft or loss of access codes and/or badges, it shall inform Supplier as soon as possible, without prejudice to the Customer's own responsibility to take appropriate measures.
3. The Customer is not permitted to use any hardware or software which may cause damage to the Service, the Terminal Equipment or the Network, to the Supplier or to a third party, or which may cause a Malfunction in the Service.
4. Customer is not allowed to make any changes to the Data Center, the storage facilities in the Data Center and/or otherwise, without the Supplier's explicit written consent. The Customer is allowed to move the Equipment in the Racks.
5. Customer shall behave within the framework of this Agreement and/or these GTC in accordance with:
   - The Customer's obligations under the SLA;
   - The Supplier's House Rules and all other reasonable conditions set by Supplier to Customer;
   - The instructions of any authority, government body or employee to monitor compliance with relevant legislation.
6. The Customer is not permitted to use the Data Center for purposes other than those Parties have agreed upon in the context of the Agreement and/or these GTC, i.e. the accommodation of ICT equipment.
7. Customer acknowledges that (i) Customer has assumed in the calculation of the rates for the provision of the Services that the Power Consumption by the Equipment will not exceed the agreed Power Consumption and that (ii) if the Power Consumption by the Equipment does exceed the Power Consumption, this will have a negative effect on the available capacity of other users of the Supplier's Data Center.

7 USE OF THE SERVICE

1. The Customer is not permitted to resell and/or re-let and/or supply the Service, unless otherwise agreed in writing between the Parties.
2. The Customer must ensure that he uses the Service and any associated Terminal Equipment with due care. The Customer shall follow any instructions given by the Supplier for the use of the Service and any associated Terminal Equipment.

8. If the Equipment exceeds the agreed power consumption, Customer shall owe Supplier an immediately payable penalty, without further notice of default, of the exceeding of the agreed power consumption multiplied by the then applicable rate for power consumption + 50% of this amount, excluding VAT.

8 DELIVERY AND STORAGE OF GOODS

1. Customer shall be entitled to deliver goods, or have goods delivered to Supplier in the Data Center, that are intended to be used in the Data Center. Supplier will then store the goods. Before the Customer can deliver these goods (or have them delivered) to Supplier, he must register these goods in accordance with the procedure “Register goods”.
2. The Client’s goods are received and stored at all times at the expense and risk of the Client. The Client must therefore properly insure himself against the risk of destruction, damage, theft or any other risk relating to these goods.

9 SERVICE AND MAINTENANCE

1. Supplier shall endeavor to maintain the Service for 7 days a week and 24 hours a day, to the extent that it can reasonably be required of it and with the exception of the time required for maintenance work.
2. The Customer must report Malfunctions in the functioning of the Service to the Supplier as soon as reasonably can be required.
3. The Supplier shall try to remedy a Malfunction in the Service as soon as possible after the Malfunction has been reported by the Customer.
4. The Supplier does not warrant in any way that the Service it provides is suitable for any purpose, nor does it make any other warranties other than those set out in the (written) Agreement, the SLA or these GTC.
5. The costs of the fault clearance in the Service shall be at the expense of the Supplier, unless:
   - The Customer has made incompetent use of the Service;
   - The Customer has caused the Malfunction of the Service through its own fault;
   - The Customer has acted contrary to the Agreement or the GTC regarding the use of the Service;
   - The costs can otherwise be attributed to the Customer.

10 PRIVACY

Supplier shall store and process Customer’s personal data in accordance with the Personal Data Protection Act. This is subject to the Supplier’s privacy statement as published on its website.

11 MAINTENANCE

1. Each Party shall be obliged to maintain the confidentiality towards third parties of information of a confidential nature, in whatever form, obtained from and about the other Party.
2. Within the framework of the Agreement, the Parties have no duty of confidentiality with regard to information that:
   - Was already demonstrably known to the Party and has been lawfully acquired;
   - Has been lawfully collected by the Party independently of the other Party;
   - Has been lawfully obtained by the Party without a duty of confidentiality from a third party, unless this third party has thereby violated a duty of confidentiality towards the Supplier;
   - Has already been released into the public domain by the rightsholder.

3. Provision of confidential information to third parties may only take place in the following cases:
   - To other employees and employees of the company's own company and to third parties, only to the extent necessary for the performance of the Agreement;
   - To other third parties, if the Party providing the information has given its prior written consent;
   - To third parties, if it is claimed under a statutory regulation of the Party and is communicated to the other Party after direct notification of such a claim.
4. As far as third parties are involved in the execution of the Agreement, the Parties must guarantee that these third parties and their personnel are subject to corresponding confidentiality provisions.

12 MODIFICATION AND RELOCATION

Any modification in the invoice and/or business address and/or correspondence address and other administrative details of the Customer must be communicated in writing to the Supplier as soon as possible, but in any event no later than 2 weeks before the actual change takes place.

13 MODIFICATION IN A SERVICE

1. Supplier is entitled to modify the technical characteristics of a Service.
2. Supplier shall announce a modification with due observance of a reasonable period of time, unless this is not reasonably possible.
3. If the modifications referred to in this article result in such a major change in the Customer's business operations and/or the functionality of the Service, the Customer shall make this known to the Supplier.

14 FEES AND PRICE CHANGES

1. In addition to the agreed prices, the Supplier may charge costs for specifications of the invoices, for contract takeovers, change in ascription and similar transactions, to the extent that such costs are to be incurred within reason.
2. Amounts as mentioned in the Agreement and as referred to in this article are in Euros and are exclusive of VAT, unless stated otherwise.
3. Insofar as the agreed compensations are related to a certain period and are not due over a complete period, the Supplier may charge a pro rata amount per calendar day.
4. The Supplier is entitled to increase its prices per calendar year by the percentage that is equal to the increase in the consumer price index of the CBS in the Netherlands (Central Statistical Office).
5. In addition to the annual price indexations, Supplier reserves the right to modify the agreed energy consumption tariff (kWh) once a year on the basis of special circumstances, such as cost increases and market developments, after informing Customer in writing at least four weeks in advance. If the price increase is higher than 10% and the Customer does not wish to agree, the Customer is entitled to terminate the Agreement in writing within 14 days of the date of the notification referred to in this article, by the date on which the price increase would take effect.

15 PAYMENT

1. Unless explicitly agreed otherwise, the Supplier shall:
   - Charge Setup Costs, including installation costs, activation costs and other non-recurring costs from the date of signature of the Agreement;
   - Charge all recurring costs from the Date of Use or the date of signature of the Agreement, whichever is earlier, on a monthly basis in advance;
   - Charge additional services, including energy costs, on a monthly basis in arrears.

2. The Setup Costs must be credited to the Supplier's bank account no later than the day before the Date of Use.
3. Supplier shall invoice the fees owed by the Customer. In doing so, Supplier may issue electronic invoices. Unless otherwise agreed, payment must be made within 30 days of the invoice date, but at the latest before the commencement date of the new period in question. The moment of payment shall be deemed to be the moment that the amount due has been received by the Supplier in the bank account designated by it. Costs related to the payment are for the account of the Customer.
4. If the Customer is of the opinion that the amount of the invoice is incorrect, the Customer must notify Supplier of the objections in writing before the due date of the invoice. After receipt of the objection the Supplier shall investigate the correctness of the invoice amount.
5. All payment terms are always considered to be firm deadlines. If the Customer fails to pay any amount owed by him on time, he shall be in default without the need for a separate notice of default and the Customer shall owe statutory interest on the outstanding amount, to be calculated from the due date of the invoice.
6. If the Customer fails to fulfil its obligations towards Supplier, insofar as necessary after notice of default, all judicial and legal extrajudicial costs, including the costs of lawyers, lawyers and collection agencies involved in the collection of the claim, shall be for the Customer's account.
7. All claims of Supplier shall be paid by Customer without any recourse to set-off, suspension or dissolution.

16 INTELLECTUAL PROPERTY

1. All intellectual or industrial property rights to all software, equipment, analyses, designs, documentation, reports, Quotations, preparatory material, etc. made available pursuant to the Agreement shall rest exclusively with the Supplier or its licensors.
2. Supplier shall indemnify Customer against any legal action based on the allegation that works made available by Supplier infringe an intellectual or industrial property right applicable in the Netherlands, on the condition that Customer immediately informs Supplier in writing of the existence and content of the legal action and leaves the handling of the case, including the making of any settlements, entirely to Supplier. To this end Customer shall provide the necessary power of attorney, information and cooperation to Supplier to enable Supplier to defend itself, if required in the name of Customer, against these legal claims. The obligation to indemnify lapses if and insofar as the infringement in question is related to changes made by the Customer to the works or caused to be made by third parties.

17 FORCE MAJEURE

1. Supplier shall not be obliged to fulfil any obligation towards Customer if it is prevented from doing so as a result of a circumstance for which it is not to blame, nor for which it is responsible by virtue of law, legal act or generally accepted views.
2. Circumstances that are not for the Supplier's account include, but are not limited to, a failure in the supply of energy or materials, transport delay, a strike, failure and/or late delivery by suppliers of their service and/or product and/or failures in a service and/or product of a supplier, fire, explosions, floods, earthquakes, terrorism and damage to cables due to earthworks.
3. In the event of temporary force majeure, Supplier is entitled to extend the delivery time or the period within which the activities had to be performed by the time during which the temporary impediment to delivery or performance applies. If the temporary force majeure lasts longer than six months, the Customer will be entitled to terminate the Agreement. However, the latter right shall lapse as soon as the situation of temporary force majeure has been lifted and the right of termination has not yet been invoked.

18 LIABILITY

1. The Supplier accepts legal obligations to pay compensation only to the extent that this is apparent from this article.
2. The cumulative liability of Supplier, based on any legal basis whatsoever, cannot result in Supplier having to pay Customer an amount of money that exceeds one (1) times the monthly fee payable by Customer (excluding VAT), with a maximum of € 10,000 (ten thousand euros).
3. Liability of Supplier for indirect damage, including consequential damage, loss of profit, missed savings, damage due to business stagnation, loss, exchange or damage to electronic data and/or damage due to delays in the transport of data traffic is excluded.
4. Liability of the Supplier on account of attributable failure to perform an Agreement shall only arise if Customer immediately and properly gives the Supplier notice of default in writing, whereby Customer gives the Supplier a reasonable period to still fulfil its obligations, and the Supplier continues to fail imputably in the fulfilment of its obligations even after the expiry of that period. The notice of default must contain a description of the shortcoming that is as detailed as possible so that the Supplier is able to respond adequately.
5. A condition for the existence of any right to compensation shall always be that the Customer reports the damage to the Supplier in writing as soon as possible, but at the latest within two weeks after the damage has arisen.
6. The Customer shall be obliged to indemnify the Supplier against claims by third parties, including its employees, for compensation of damage, for whatever reason.
7. If the Supplier engages a third party for the performance of the Agreement, the Supplier is not liable for any errors made by this third party. If such third party wishes to limit its liability, Supplier shall have the power to accept such limitation of liability also on behalf of Customer.
8. The Customer's rights of action expire 6 months after delivery of the Services.

19 RISK AND INSURANCE

1. Damage, loss, wear and tear, theft or aging of Customer's hardware which Customer has placed with Supplier shall be at Customer's risk.
2. The Customer shall take out its own business liability insurance for the hardware it places with Supplier and any other insurance that Customer deems useful to insure against damage, theft or loss, and keep it for the duration of the Agreement. The costs of this insurance are for the Customer.
3. At Supplier's request, the Customer must be able to show this information.

20 SUSPENSION

1. The Supplier reserves the right to temporarily put the Service out of operation and/or to restrict its use if the Customer fails to fulfil an obligation from the GTC or the Agreement to the Supplier in respect of the said Service. The Customer's obligation to pay the fees shall remain in force during the period of suspension.
2. The Service will be reconnected and/or made available if it appears that the Customer has fulfilled his obligations within a period set by the Supplier and has paid the amount set by the Supplier for reconnection and/or making the Service available.

21 DURATION AND TERMINATION

1. An Agreement is tacitly renewed for a period of one year at the end of the agreed term, unless notice of termination is given in writing at the end of the agreed term, or extended term, with due observance of a notice period of three months.

2. Each of the Parties has the right to terminate the Agreement with immediate effect, without judicial intervention and without notice of default, if:
    - The other Party has applied for (provisional) suspension of payment or this has been granted to him;
    - The other Party has been placed in a state of bankruptcy, or the statutory debt rescheduling arrangement has been applied to him, or a bankruptcy petition has been filed;
    - The business of the other Party is liquidated or the business activities of the other Party are actually discontinued;
    - The other Party is in default.
3. Any termination of the Agreement must be in writing.
4. The foregoing shall not affect the Supplier's authority to rescind this Agreement on the grounds of a breach by Customer of its obligations under the Agreement, the Annexes and the GTC.

22 EFFECTS OF TERMINATION

In the event of termination of the Agreement, for any reason:

- Immediately after termination of the Agreement, Supplier shall take the identification data, addressing data and/or codes provided by it in accordance with article 6 of these GTC;
- Supplier may charge Customer reasonable termination costs;
- All obligations which either explicitly or by virtue of their nature are to remain in force shall remain in full force and effect.

23 TRANSFER

Without the Supplier's prior written consent, the Customer shall not be entitled to transfer the rights and obligations under the Agreement to a third party.

24 GENERAL TERMS AND CONDITIONS

1. If any provision of these GTC is null and void or annulled, the remaining provisions of these GTC shall remain in full force and effect.
2. Customer and Supplier shall then consult in order to agree on a new provision to replace the void or annulled provision, whereby the purpose and purport of the void or annulled provision shall be observed as much as possible.

25 FINAL PROVISION

1. The Supplier's records shall provide full evidence between the Parties, subject to evidence to the contrary.
2. All disputes arising from or in connection with the (performance of) an Agreement between Supplier and Customer and/or these GTC shall be submitted exclusively to the competent court of the District Court of The Hague.
3. The Agreement(s) between the Supplier and the Customer, these GTC and all resulting Agreements shall be governed exclusively by Dutch law.

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Why Greenhouse Datacenters?

Greenhouse Datacenters offers carrier-neutral solutions with complete freedom of carrier choice for optimal flexibility. Our certified network architects deliver tailored solutions that match your specific needs, with redundant network paths and multiple carrier options. With scalable, future-proof technology and an optimal balance of price and quality, we help your organization grow efficiently.

Contact

Ready for a no-obligation conversation about your connectivity requirements?
Our network architects are ready to help.

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