

TTC TELEPORT Data Centers Operating Rules

Release 6, valid as of December 1, 2015

1. Introductory Provisions

1.1. This document sets obligatory rules, conditions and procedures related to the operation of DC1 Data Center located at 10, Tiskařská Street, 108 00 Prague 10, Czech Republic, and DC2 Data Center located at 10, Sazečská Street, 108 00 Prague 10, Czech Republic (hereinafter referred to as the *Telehouse*), run by TTC TELEPORT s.r.o., company ID 24271705 (hereinafter referred to as the *Provider*).

1.2. These Operating Rules are binding for any contractual partner of the Provider who has concluded the Colocation Agreement with Provider or its legal predecessor (hereinafter referred to as the *User*) or any other agreement with the place of performance within the Telehouse as well as for any other persons who enter Telehouse premises on their own or under authorization of a third person.

2. Admission Control Policy

1.3. All the Telehouse premises are subject to the procedure of the admission and movement control of authorized persons and visitors.

1.4. Only persons included in the valid list of authorized persons in the Provider's electronic admission system shall be allowed to enter the Telehouse premises and the roof area without authorised supervisor

1.5. Authorized persons may be persons over 18 years of age:

- Provider's authorized personnel, i.e. authorized employees of the TTC Holding companies,
- authorized personnel of a User that has concluded a valid Colocation Agreement with the Provider,
- authorised personnel of the Provider's suppliers,
- authorized personnel of the Telehouse services providers whose access is restricted to their specific activities (servicing, cleaning, security, etc.).

1.6. The authorized persons' data are recorded in the Provider's electronic admission system in accordance with the manual, which Users may request from the Provider.

1.7. User's technical contact person listed in the Service Specification document shall be responsible for records of the authorized persons' data in the admission system and for updating such data. Any change in the User's list of authorized persons made in the electronic admission system shall include the expiration time of the person's admission. The maximum period of admission validity is 12 months. After the expiration of admission validity, the person will be erased from the list by the admission system. Well before the erasure day the User shall be notified by an automatic e-mail message.

1.8. Persons not listed as authorized persons in the admission system may be allowed entrance at Provider's discretion, but as visitors only. Such persons may only carry out installation or servicing activities under supervision of the Provider's or the User's authorized person and they may not move freely around the Telehouse premises. The

User's authorized person must have its escort authorization recorded in the admission system.

1.9. The issued access authorizations shall be non-transferable. Any person moving in the Telehouse premises shall be obliged to visibly wear the badge they have received and to prove their identity and entrance admission if so requested by Provider's employees or authorized persons.

1.10. When entering the Telehouse premises, the authorized persons shall report to the reception desk to request for a badge / access chip, giving the name of the company that has concluded the Colocation Agreement or a similar agreement with Provider, for the performance of which such person is entering the Telehouse. The receptionist shall verify the identity of the person comparing information in their ID card or passport with data in the admission system. In the event of any doubts about the person's access authorization, the receptionist may contact the contractual partner to verify the person's authorization.

1.11. After successful authentication, the person shall be issued identification badge, keys and an access chip card or an access chip, which must be returned when the person leaves the facility. If a badge, access chip/card or keys get lost or stolen, Provider shall be entitled to require the respective contractual partner to pay the cost of restoring the system plus a CZK 5,000.00 fee.

1.12. The persons entering Telehouse must not be under the influence of alcohol or drugs, may not bring in any firearms, ammunition, explosives, inflammable or otherwise dangerous things and items that are in conflict with the generally binding regulations or that may endanger or restrict the operation of the Telehouse.

1.13. It is forbidden to bring in any food or drinks. The persons entering the technology area must wear clean shoes with light coloured soles not to leave any marks on the floor. If they enter the area in normal footwear, they are required to use shoe covers

or slippers available at the entrance.

1.14. It is strictly forbidden to bring any animals into Telehouse.

1.15. The Provider is entitled to refuse access to the Telehouse to individuals who have seriously or repeatedly breached the obligations laid down by these Operating Rules regardless of whether their names are or are not contained in the list of authorized persons, and such refusal shall not be considered as violation of the Provider's obligations or as a ground for any waiver for the contractual partner.

3. Movement of Persons

1.16. Any person entering the Telehouse area shall be obliged to follow these Operating Rules, the generally binding regulations related to occupational safety and health protection at work, the fire protection regulations, the Telehouse fire-fighting and alarm directive, the provisions of Decree No. 50/1978 Coll. for work on electrical installations and to refrain from any actions that might endanger safety and health of persons present or cause interruption of the Telehouse operation or any pecuniary or other harm. Any person working on the Telehouse roof shall adhere to the provisions of Government regulation No. 362/2005 Coll. on safety precautions for work at a height or above depth and Directive 2001/45/EC.

1.17. Any person entering the Telehouse premises shall be obliged to keep the space clean, things in order and to keep the escape ways free. Any persons who have finished their work are expected to put everything in original condition and to clean up after themselves. It is strictly forbidden to leave any objects in the facility. Equipment, material and temporary measuring instruments may only be located within each User's cabinets/racks. Any items left elsewhere in the facility without supervision and without the consent of Provider's authorized personnel may be removed by Provider without further notice and stored in the Telehouse storage room for fourteen days.

If not claimed by an authorized person within the given period and against the payment of a storage fee set by the Provider, such item will be disposed of at the expense of the person who has brought it into the Telehouse.

1.18. Users and other persons may only enter those areas of Telehouse they are allowed to according to their Agreement or areas where is or where going to be equipment operated or serviced by them in accordance with such Agreement.

1.19. Tampering or interfering in any way with the technical equipment of Provider or the other Users is strictly forbidden.

1.20. The entrance doors to the data centres and the technology halls are equipped with a self-closing system. It is forbidden to prevent the system from closing the door in any way.

1.21. When leaving any hall or technological area of the Telehouse, any person shall be obliged to switch the lights off and make sure the doors are closed.

1.22. Photography and video shooting is not allowed within the Telehouse unless an express consent has been obtained from the Provider who may grant an exception taking into consideration the rights and interests of other Users concerned. Such shooting may only take place under the supervision of Provider's authorised personnel. If Provider finds out that a recording has been made by a User or any person who has entered the Telehouse in the User's name without having a written consent of the Provider, such User shall be charged a fine of CZK 50,000.00 for each case of infringement. The User must immediately dispose of the record thus acquired. Moreover, the Provider shall be entitled to destroy without further notice any unapproved record, and, where appropriate, even the device on which it is stored.

4. Technology Installation and Operation

1.23. Any equipment to be placed in the technology hall must be unpacked and

cleaned in the area provided for that purpose prior entering the hall.

1.24. All installed User's equipment shall comply with the legal requirements and shall not compromise safe operation of the Telehouse as well as the other User's equipment in any way. All installed radio equipment shall comply with the requirements for protection of personnel against electromagnetic radiation. No User equipment may interfere with other equipment already installed. The Users shall be obliged to submit a measurement protocol proving compliance with the above requirements if requested by the Provider, and promptly remove any equipment upon Provider's request if there are doubts about its compliance.

1.25. Users are required to mount their devices into cabinets / racks so that any unused vertical spaces equal the whole rack units, so that the blanking panels of 1, 2, 3 or 5 U can be used at the side towards the cold aisle to cover the unused spaces in racks. The blanking panels for cabinets / racks will be provided and installed by Provider, unless agreed otherwise. The check and renewal of the blanking panels is carried by the Provider's personnel usually twice a day. Any blanking panels removed by Users when installing a new device shall be delivered to the personnel of the supervisory workplace (the Helpdesk) without undue delay.

1.26. Users are expected to install their equipment into cabinets / racks in proper direction of the airflow from the cold to hot aisles in order to ensure optimal cooling efficiency. It is recommended to consult the installation with the Provider's personnel. Should any User install its equipment in violation of this requirement, Provider shall be entitled, after notifying the User, to disconnect such device from the electricity supply. The User shall be obliged to remedy the situation within 24 hours.

1.27. Users may only install their data cabling inside their rented cabinets / racks or between their adjacent cabinets using cable access holes in the cabinet sides, if such holes are available, or in the cable trays above racks

provided for that purpose. If no holes or trays are provided, a User may ask the Provider to provide new at an agreed additional price. Any cable spares must be organized inside the User's cabinet, not outside.

1.28. Users are not allowed to lift the raised floor tiles and access the raised floor without an express consent of the Provider or install their cabling elsewhere than in the cable trays mentioned above (particularly not over the rack roofs or in the cable trays intended for other purposes). When installing the cables, Users shall comply with the instructions of the Provider. Violation of these obligations shall be considered a substantial breach of the Colocation Agreement and the Provider shall have the right to immediately withdraw from the Agreement.

1.29. Users are free to use tables with keyboards and monitors provided in the Telehouse. If there are not enough tables, Users can contact the Helpdesk personnel to ask for additional tables. Users are obliged to return the tables after using them. If a User has noticed or caused any damage to a table, keyboard or monitor, he shall report it immediately to Helpdesk personnel.

1.30. Users shall not exceed agreed input (cooling) power of their cabinets / racks or blocks (as specified in the Service Specification document). If the agreed input power has been exceeded, the User will be billed an additional fee of 50% of the monthly fixed fee for each cabinet, in which the agreed input power has been exceeded. In addition, Provider's liability for the breach of its obligations arising from the Colocation Agreement and these Operating Rules shall be suspended for the period of time when such input power is in excess of the limit. In addition, the Provider may immediately withdraw from the Colocation Agreement due to substantial breach of the same by the User.

1.31. Users shall be responsible for regular inspections and auditing of all electrical devices in their cabinets / racks, including power distribution units for compliance with the requirements of the valid legislation and technical standards. Provider may request

Users to prove such compliance.

1.32. Users and other persons performing any work in the technological areas of the Telehouse are obliged to follow instructions of the Provider's authorised personnel.

1.33. Users are obliged to allow Provider's authorized personnel to access the space rented by them and perform certain services (Telehouse technology maintenance, cleaning etc.) as well as check the fulfilment of User's obligations.

1.34. If the Service has been terminated, the User's equipment and all communication wiring/cables must be uninstalled and removed from the Telehouse premises on the termination day of the Colocation Agreement at the latest, if not stated otherwise in the Agreement. This shall be without prejudice to any Provider's right of retention.

1.35. In order to maintain the best possible energy efficiency (the PUE value or Power Usage Effectiveness), which has a direct impact on the price of the service for all Users, it is essential that all Users comply with the following:

- minimize the time of persons' staying in the hall
- organize cabling in a way not obstructing the airflow
- consult installation of equipment in the cabinet / rack with Provider's personnel, including the balanced phase load
- install blanking panels in spaces not occupied by devices
- power their devices in each cabinet / rack from two independent directions
- observe input power limits for cabinets / racks or halls
- keep energy consumption at the level of at least 70% of the limit stated in the Service Specification

- set the variable air flow control of the equipment fans so that they are in relation to the equipment's load (i.e. to reach difference between the intake and exhaust air temperature to 10°C at least)
- maintain order and cleanliness in the technology halls
- close the doors immediately after leaving any space (to maintain the system efficiency, dust protection etc.)
- use protective aids (shoe covers, hair-nets etc.)
- do not use electric appliances other than those approved by the Provider in the Telehouse technological halls (soldering irons, home appliances, vacuum cleaners etc.)
- do not bring in any objects able to endanger or limit the operation of Telehouse or reduce the PUE other than those agreed by Provider (sources of heat, humidity, noise or dust)
- take off outerwear in the room provided outside the hall

1.36. **Supplemental Equipment to the Rackhousing Service**

1.36.1. If agreed with User, Provider shall provide, as part of the Rackhousing service, installation of custom equipment for racks or halls (if a User has rented all racks in a hall) according to the requirements of the User at a pre-agreed price.

1.36.2. If a User or its supplier install specialized or uncommon equipment, they should do it under the supervision of the Provider's authorized personnel, considering fire safety, dustlessness and compliance with the airconditioned environment, and such supervision may be charged by the Provider.

1.37. **Installation of Long-Distance Fiber-Optic Cables**

1.37.1. If a User requires installation of the long-distance optical cable to the Telehouse,

the User shall first arrange for the project documentation at its cost. The Provider shall provide necessary assistance during the preparation of the project documentation. The installation may not start until the project documentation has been negotiated and approved by the Provider.

1.37.2. The cable reserve should only be left in the cable rooms. It is also possible to install splice closures there.

1.37.3. Occupying multiducts during HDPE duct installation, installation of optical cables to ducts and on the cable trays shall only be made in accordance with the approved project documentation, under the supervision of Provider's authorized personnel.

1.37.4. Users must only use the cable duct parts and the cable tray routes assigned to them and observe the cable colour code. Any changes in the approved documentation may only be made after having been discussed with and approved by the Provider's authorized personnel.

1.37.5. When installing the long-distance optical cables under the raised floor, it is necessary to comply with the safety requirements related to the raised floor stability. The floor square tiles may be removed by no more than five tiles at a time, always under the supervision of the Provider's authorized personnel.

1.37.6. Having finished the installation or any significant part of it, the User shall notify Provider who will check compliance with the project and instructions. In the case of non-compliance, the User must rectify the defects not later than 10 days after he has been requested to do so. If no rectification has been made, the Provider reserves the right to rectify the defects himself and charge the User for incurred costs.

1.38. **Installing Antennas on Antenna Carriers**

1.38.1. The Rackhousing service may (if agreed) include the right to install antennas on the Telehouse's antenna carriers.

1.38.2. Prior to installing antennas, the User shall prepare project documentation at its own cost. The project documentation shall describe antenna location and direction, the route of the lead antenna wire and the location of the indoor unit, as well as User's statement about the used frequency channel and the environmental impact of the equipment. The installation may not start until the project documentation has been negotiated and approved by the Provider.

1.38.3. Installation shall be carried out by the User or third party authorized by him under the supervision of the Provider. The User installing an antenna must take precautions to prevent interference of the other Users' antenna signals. If interference occurs, Provider shall disconnect the antenna in order to maintain the functionality of the previously installed devices and prompt the User to correct the situation.

1.38.4. Installation of the interconnecting cabling from the roof down to the technology hall shall be provided by the Provider.

1.38.5. Having finished the installation, the User shall notify the Provider who will check compliance with the project and instructions. In the event of non-compliance, the User must rectify the defects not later than 10 days after he has been requested to do so. If no rectification has been made, Provider reserves the right to rectify the defects himself and charge the User for incurred costs.

1.38.6. Should there occur colliding requests of two or more Users whose antennas would interfere with each other, priorities shall be as follows:

1. radio equipment operating in the frequency bands coordinated by the Czech Telecommunication Office (ČTÚ).
 2. lower weight antennas representing lower load on antenna carrier structures.
- Provider reserves the right to set different priorities in specific cases.

1.38.7. Any installed antenna that cannot be identified or any antenna installed at the location of which has not been negotiated and approved by the Provider may be removed

and stored by the Provider at the expenses of the User without further notice. Provider shall be entitled to charge such User the price for the service in accordance with the Colocation Agreement and a storage fee. If the User does not claim his antenna back against payment of the storage fee within 14 days from the day the User has been notified by the Provider, the Provider shall be entitled to dispose of such antenna at the expense of the User.

5. Safety

1.39. Each User shall be responsible for providing introductory instructions and regular follow-up instructions to any person entering Telehouse on User's behalf as regards occupational safety, health protection, fire protection and these Operating Rules.

1.40. Any person authorized to enter shall respect the safety of other persons and visitors as well as his own safety and shall see to it that all applicable provisions and rules related to activities carried out in the facility are observed. Furthermore, they shall make sure not to limit or interrupt the functioning of equipment of other Users, the Provider or property owner or to damage any equipment by the activity carried out by them.

1.41. If any person present in the Telehouse has become a witness or originator of an emergency (such as injury, fire, liquid leakage, power failure, damage to the Telehouse equipment, to another User's equipment or any other situation leading to or threatening to lead to damage), such person shall be obliged to immediately inform the Helpdesk personnel.

1.42. Fire Protection

1.42.1. Technological rooms of the Telehouse are equipped with automatic fixed fire-extinguishing system with the pressurized gas.

1.42.2. If a fire alarm goes off, all persons must immediately stop all activities they are carrying out and leave the Telehouse premises. Staying in the Telehouse area may be dangerous to life. The fire alarm is

indicated as a sound and also by visual signalling.

1.42.3. There is a strict ban on smoking and the handling of naked flames in the Telehouse premises. Other prohibited activities include grinding, cutting and any other activities producing smoke, dust or air ionization as these activities may cause false alarm activation of the fire extinguishing system. If in doubt about any intended activities, Users should consult such intention in advance in writing with Provider's authorized personnel.

1.42.4. If the fixed fire-extinguishing system has been actuated because of smoke or burning detected in User's equipment or due to other reasons on the part of a User, such User shall be obliged to compensate Provider for all costs and damage caused by the fire extinguishing system activation.

1.42.5. Everybody who has caused false actuation of the fire extinguishing system or carried out unauthorized intervention in the system shall be liable for any damage and extra costs so incurred.

1.43. Security Camera System and Personal Data Processing

1.43.1. The Telehouse premises are permanently monitored by the camera system with a digital video recording. By entering the Telehouse premises, every person grants its approval to being recorded by the Provider's recording equipment.

1.43.2. All personal data of the persons concerned shall be treated in accordance with the applicable legislation and Provider's registration with the Office for Personal Data Protection. For more information about the processing of personal data and any explanations or requests for redress may be submitted in written form by mail or through the Telehouse reception desk. Submissions received will be processed without undue delay.

6. Liabilities

1.44. The Telehouse premises including the

roofs represent a technological plant and persons entering these premises do so at their own risk. The Provider shall in particular not be liable for any damage or injury caused by their failure to comply with or ignorance of legal, technical and safety provisions or operational parameters of the Telehouse or any single device. Anyone who is in doubt about safety or adequacy of using technological equipment or any device shall be obliged to contact the Telehouse Helpdesk in advance.

1.45. Anybody entering the Telehouse premises shall be liable for any damage caused by them if behaving contrary to the generally applicable provisions, the Agreement, technical standards or these Operating Rules or any other internal policies of Provider.

1.46. Users and other contractual partners of the Provider shall be liable for actions of their authorized persons and visitors entering the Telehouse premises with such authorized persons. Users and other contractual partners of the Provider shall be in particular responsible for compliance with the Operating Rules by those persons and shall be obliged to compensate for any damage such persons may cause to Provider or the other Users.

1.47. Users shall be liable for damage caused as a result of installation, operation and servicing of their equipment in the Telehouse.

1.48. If any User, contractual partner or their authorized persons have granted a third person unauthorized access to server rooms, technology halls or cable spaces in the Telehouse or on the facility roofs, such User shall be liable for any damage caused by such third person to Telehouse equipment.

1.49. In the event of the concurrent liability of more persons under the previous paragraphs, all such persons shall be liable for the entire damage jointly and severally.

1.50. If any User, Provider's contractual partner or any other person have violated their obligations under these Operating Rules, the

Agreement concluded with them or technical standards or legal provisions despite being previously notified, the Provider shall be entitled to (a) banish such person from the Telehouse premises and (b) remedy the situation at the expense of the person responsible while not being liable for any damage, which may be caused to that person, in particular by disconnecting such person's equipment from the electricity supply.

1.51. If any User either itself or through its authorized persons has caused damage in the Telehouse premises to the Provider or a third person by violating its obligations under these Operating Rules or the Colocation Agreement concluded with such User, such conduct shall be deemed substantial breach of the Agreement, entitling Provider to immediately withdraw from the Colocation Agreement.

1.52. The Provider shall not be liable for any damage, loss or destruction of User equipment, except if Provider has caused such damage in violation of its obligations.

7. Provider's Contact Information

1.53. The Helpdesk is responsible for the uninterrupted operation of the Telehouse technologies, for receiving of Users' requests and addressing issues in assistance with Users and servicing companies. The Helpdesk personnel check all the technological equipment and rooms of the Telehouse as well as the Telehouse operating conditions.

1.54. The reception desk is responsible, among other things, for verification of access authorizations, issuing identification and access cards and keys, receiving correspondence and other documents and if necessary for arranging contact with individual staff members or Provider's departments.

1.55. Contacts to DC1:

Address:

Tiskařská 257/10, Prague 10, 108 00
Phone to Helpdesk: +420 234 054 401
Phone to reception: +420 234 054 111
E-mail: helpdesk@ttc-teleport.cz

Contacts to DC2:

Address:
Sazečská 595/10, Prague 10, 108 00
Phone to Helpdesk: +420 234 054 402
Phone to reception: +420 234 054 403
E-mail: helpdesk@ttc-teleport.cz