

# General Terms and Conditions of Hosting Services

## Servergarden Kft.

Effective date: 14.02. 2018

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## **1. Name and establishments of Provider**

Name of the Provider: Servergarden Kft. (hereinafter: Servergarden)

Company registration number: 01-09-186097

Registered office: 1023 Budapest, Lajos utca 28-32.

Locations(s) of service provision: specified on the website [www.servergarden.hu](http://www.servergarden.hu).

Hereinafter: Provider

The General Terms and Conditions (hereinafter: GTC) shall enter into force on August 1, 2014 and shall be effective for an indefinite period of time.

## **2. Contact details of the customer support service**

The customer support service is available between 09:00 and 17:00 on each business day

Telephone: +36-1-432-3133

E-mail: [info@servergarden.hu](mailto:info@servergarden.hu) ( for general cases in working hours)

Mailing address: Servergarden Kft, 1106 Fehér út 10. 2/208

Headquarter: 1023 Budapest, Lajos utca 28-32.

### **Contact details of the technical support service**

The technical support service is available between 00:00 and 24:00 on each day of the week

Telephone: +36-1-432-3133

E-mail: [support@servergarden.hu](mailto:support@servergarden.hu)

## **3. Specification of the services provided by the Provider**

Specification, purpose, general characteristics and brief description of the services.

3.1. The present GTC serves for summarizing the general terms and conditions of the hosting services provided by the Provider. Parties record the conditions different from the GTC in the unique subscriber agreement in writing; nevertheless, the present GTC shall apply to all questions not regulated by the unique agreement.

3.2. Our data centers provide high security physical and technical operation environment for the placement and servicing of IT equipment. Purpose of the service: provision of optimal operation environment, as well as internet and data connections. In addition to the infrastructural base service, other value-added services may be used, as well.

3.3. The list of services provided by the Provider is included in Schedule 1 hereof.

## **4. List of data required for the conclusion of the agreement, term and contents of the agreement**

### **4.1. Precondition to the conclusion of the agreement**

The basic condition of the conclusion of the agreement is that the Client shall provide the Provider with its data required for its identification:

4.1.1. In the case of the Client, these data shall be the followings: name, registered office, mailing address, tax number.

Details of the contact person: administrative/technical contact person: name, e-mail, phone number, ID card number.

4.1.3. The Provider reserves the right to verify the veracity of the data submitted. In the event the Client fails to submit the data required for the conclusion of the agreement, or submits false data to this end, then the agreement shall be invalid with retroactive effect from the date of its conclusion, but the Parties shall settle with each other in respect of the services provided in the meantime.

### **4.2. Term and Contents of the Agreement**

4.2.1. As a general rule, the agreement shall be concluded for an indefinite term. An agreement for a definite term may also be concluded upon the mutual agreement of the Provider and the Client.

4.2.2. Process of conclusion of the agreement:

Client acknowledges that in the event Client fails to provide the data set out in section 4.1. then Provider shall be entitled to refuse the order or to terminate the concluded agreement with immediate effect.

#### 4.2.2.1. – Submission of the order in e-mail

In the case of placement of the order in e-mail, the agreement is concluded by and between the Parties, as follows:

- the Client sends its order in e-mail to the Provider; the Provider shall prepare a unique agreement in line with the service ordered and data submitted by the Client, and shall send it to the Client for signature to its specified mailing address. Parties shall consult with each other in writing (e-mail) on the contents of the unique agreement prior to the finalization and execution of the agreement.
- in case the Client accepts the unique agreement, the Client shall duly sign and return it to the Provider in one of the following means of returning:
  - via telefax – copy (signed)
  - in a scanned form – copy (signed)
  - in postal mail – original (signed)
- the Provider shall, on the basis of the signed agreement received in any of the formats enlisted above, commence the installation of the service without any delay from the receipt of the agreement
- the Provider shall, without any delay, sign the signed agreement received in any of the formats enlisted above, and send the signed agreement to the mailing address of the Client.

The effective (commencement) date of the agreement shall be the date of the technical delivery of the service, of which Servergarden shall inform the Client without any delay in e-mail.

#### **4.2.2.2. Process of the conclusion of the agreement online**

In case the agreement is concluded online, the agreement is concluded by and between the parties, as follows:

The agreement is concluded between the parties upon the confirmation by the Provider of the electronic order submitted by the Client online; the confirmation shall take place within 3 business days, and with contents identical to the order, provided that all required data are available. The Provider shall, simultaneously with the confirmation of the order, commence the installation of the service without any delay. In the event the Provider intends to diverge from the contents of the order, the Provider shall notify the Client of such change, the Parties shall consult with each other in writing in respect of the precise contents of the order acceptable for the Provider, as well.

The effective date of the agreement shall be the date of the technical delivery of the service, of which Servergarden shall inform the Client without any delay by electronic means.

4.2.3. The agreement for a definite term shall automatically, with the conditions set out in the service agreement, automatically transform into an agreement for an indefinite term upon the expiry of the definite term, provided that the Client continues to use the service for at least one calendar day following the expiry of the term, and fails to notify the Provider in writing within 30 days prior to the expiry, or on the date of expiry of the agreement at the latest, that the Client does not intend to transform the agreement for a definite term into an agreement for an indefinite term.

### **4.3. Responsibility of the Client**

4.3.1. The Client shall not transform the use of the service to third parties.

4.3.2. The Client shall not be entitled to transfer or assign its rights under the service agreement.

4.3.3. The Client shall be fully responsible for the use of the services, which are accessed with the own password of the Client

4.3.4. The Client shall be fully responsible for keeping its password confidential. The Provider shall keep the password of the Client confidential vis-à-vis third parties. The Provider shall disclose the password of the Client only to the Client.

## **5. Specific cases of amendment of the agreement**

### **5.1. Unilateral amendment**

5.1.1. Provider shall be entitled to unilaterally modify the GTC in case this is necessary for the improvement of the quality of the service on the basis of the customer requests received. Furthermore, Provider shall be entitled to unilaterally amend the GTC, in the event such modification is substantiated due to the change of laws or the resolutions of the authorities or any material change to the circumstances.

5.1.2. In the case of a substantial amendment, Provider shall, 30 days prior to the effective date of the amendment, publish the amendment to the GTC on its website, and notify the Client thereof in e-mail. Substantial amendment shall mean, in particular, any amendment pertaining to the target quality values and to the increase of the fees of the service.

5.1.3. In case the unilateral substantial amendment contains provisions disadvantageous for the Client, the Client shall be entitled to terminate the agreement within 15 days from the notification without any further legal consequences. In such a case the Client shall not be entitled to terminate the

agreement in the event the Client undertaken to use the service for a specified period of time and concluded the agreement with the consideration of the resulting discounts, and the amendment does not affect the discounts granted. In the event the amendment affects the discounts granted, and the Client terminates the agreement, the Provider shall not be entitled to reclaim the amount of the discount attributable to the period of time following the termination.

5.1.4. Provider is not be obliged to apply the notification deadline set out in the present section to those amendments of the general terms and conditions, when the amendment of the general terms and conditions becomes necessary due to the introduction of a new service, and the amendment does not affect the conditions of the general terms and conditions pertaining to the services already provided, or when the amendment aims only for the reduction of any service fee.

## **5.2. Bilateral amendment**

In any other cases the Provider shall be entitled to initiate a bilateral amendment, in such a case the failure of the Client to make a statement, shall mean the acceptance of the amendment by conduct, save for the cases set out in a separate law or regulation. In the event of dispute, the Provider shall bear the burden of proof that it notified the Client of the amendment in a proper way and time.

## **5.3. Change to the data of the Client**

The Client shall notify the Provider in writing of any changes to its data, its representative, legal status, management, within 8 business days from the occurrence of the change. The Client shall inform the Provider in writing of any liquidation, winding-up or bankruptcy proceedings against the Client without any delay upon the launch of the proceedings. Provider accepts no liability for the damages arising from the failure to notify the Provider of the change to the said details of the Client, but the Provider shall be entitled to claim for the compensation of its damages from the Client occurred in relation to such failure.

## **6. Cases and conditions of the restriction of the service, the reduction of the quality or other characteristics of the service**

6.1. In the event of an invoice of the Client remains unpaid for over 15 days, the Provider shall not serve the new needs of the Client.

In the case of fees unpaid by the Client, the Provider shall be entitled to hold a lien on the Client's assets and property placed at the place of provision of the service as a result of fulfillment of the present terms and conditions, to the extent of the value of unpaid fee and any additional costs. The Provider shall be entitled to block the removal of hypothecated property as long as Provider's lien remains in effect. The Client shall be entitled to object the existence or scope of the lien in writing, and to object that the Provider blocked the removal of other assets in addition to the assets providing full cover to the claim of the Provider.

6.2. Having regard to the above, the Client shall be entitled to place only those assets and property at the place of provision of the service, which are exclusively owned by the Client (with a ownership ratio of 1/1), otherwise the Client shall, upon the conclusion of the unique agreement, inform the Provider in the form of a written statement of the property law issues, and of any other facts preventing the enforcement of the lien, if any.

6.3. In case the Client removes his hypothecated asset without the written permission of the Provider, and fails to provide any other proper security, Provider shall be entitled to claim to return the asset without any delay and to the cost of the Client, and simultaneously therewith the lien shall revive.

6.4. All issues relating to the lien and not regulated above shall be governed by the prevailing provisions of the actual Civil Code of Hungary.

6.5. Provider shall be entitled to restrict the service or reduce its quality or other characteristics in the following cases, with the prior or simultaneous notification of the Client:

6.5.1. In case of a default of payment of 15 days, the Provider shall be entitled to suspend the provision of the service for 30 minutes as a warning once a day between 8:00 and 16:00; in case of a default of payment of 30 days, the Provider shall be entitled to terminate the provision of the service. Provider shall inform the Client via its specified e-mail address 5 days prior to such suspension or termination. Provider shall not be liable for the unsuccessful notification due to an unnotified change to the data.

In case of a default of payment exceeding 60 days, the Provider shall be entitled to hold a lien on the Client's assets placed in the premises of the Provider, irrespective of the value of the assets and the amount of the debt. The Provider shall be entitled to block the removal of hypothecated property as long as Provider's lien remains in effect.

6.5.2. In case the Client pays up the unpaid fee (or undertakes the payment in installments), and after the payment of the debt the Client notifies the Provider of its need to reconnect the service, then the Provider shall, without any delay, terminate the restriction or reduction of the quality or other characteristics of the service. During the release from the restriction the Provider shall reactivate the service in consideration for a reconnection fee of HUF 5,000.

In case the Client requests the deferment of the payment before falling due, or upon the notification by the Provider in e-mail or via telephone at the latest, and undertakes the payment of the default penalty, and provides sufficient guarantee of the above, Provider will not apply the above restrictions until the 30<sup>th</sup> day following the expiry of the payment deadline.

6.5.3. In the event the Client obstructs or hazards the proper operation of the network of the Provider, in particular, if

- A DOS/DDOS attack or any other attack hazarding the network takes place.
- Endangering the safe and stable operation of the Provider
- An attempt to gain unlawful access to the system of the Provider or to any other external system
- The Client sends unsolicited mail by using the service provided for the Client. Unsolicited mails mean those electronic messages, which:
  1. contain commercial or other information and the recipients did not expressly request the receipt of such e-mails.
  2. Bulk e-mail sent in large quantity, the contents of which are largely identical, and the recipients did not expressly request the receipt of such e-mails.
- The Provider shall be entitled to refuse the receipt or forwarding of such unsolicited commercial or unsolicited bulk mails for the protection of its network and systems with the use of software and/or hardware devices.



- The Client sends an electronic mail with the following characteristics by using the service provided for the Client:
  1. contains intentionally false or hidden sender e-mail address.
  2. contains an attachment infected with a virus
  3. contains an attachment, which is an executable file, which carries out an activity contrary to the interest of the recipient(s) or the Provider, and such activity may take place despite the good faith will of the recipient.
  4. the content of which is insulting as to the social values and human dignity, such as e-mails with misleading, vulgar, sexual, violent contents, inciting illegal activities, or religious or political conflicts.
- The Client attempts or carries out the unauthorized collection, forwarding of information, or the intrusion to other computer systems by using the service provided for the Client, in particular:
  1. unauthorized viewing, acquiring of the data, files, stored on the personal computer or server of the internet users, or used in the course of using the Internet, which are not public or serve as business secret, or the attempt thereof,
  2. unauthorized alteration of the data, files stored on the personal computer or server of the internet users, or the attempt thereof,
  3. unauthorized uploading, or the attempt of uploading, of data or files to the personal computer or server of the internet users, which may compromise the Client or adversely affect the operation of the computer,
  4. unauthorized use of computers owned by third parties, and the resources thereof for own purposes (e.g. proxy, e-mail servers, printers, network gateways and other connected hardware devices).
- The Client, by using the service provided for the Client, stores or forwards data or documents on the server of the Client, which are:
  1. acquired without authorization, infringe copyright
  2. insulting as to the social values and human dignity, such as contents with misleading, vulgar, sexual, violent contents, inciting illegal activities, or religious or political conflicts,
  3. violate the Fundamental Law of Hungary or the laws and regulations in effect,
  4. may mislead anyone as to the characteristics of the product, the contents of the service, offered by the Client, or the price thereof.

6.5.4. In case a disclosure takes place with use of the devices of the Provider, which does not violate the above rules, but causes significant social resistance or harms the business interests of the Provider to a large extent, Provider reserves the right to identify the person committing the disclosure, and enter into negotiations with him in order to stop the disclosure, and publish the fact thereof.

6.5.5. In case the Client resells the service to third parties without the consent of the Provider.

6.5.6. In case the Client cannot be contacted at the contact addresses (e-mail, telephone, mailing address).

6.5.7. In case the Client has more subscriptions, and violates the present general terms and conditions or the unique agreement with respect to any of these subscriptions, then Provider shall be entitled to simultaneously apply the above specified sanction with respect to all subscriptions of the Client with immediate effect.



## **7. Cases of suspension of the service**

7.1. The service may be suspended due to a reason within the sphere of interest of the Provider.

7.2. In case the Client uses the service in a manner, which results in affecting the service or the quality thereof in any way whatsoever, or violates the ethical rules of the internet, then the Provider may suspend the provision of the service.

7.3. In case the Client operates the device used for the service in a way diverging from the agreement, transforms it, or connects another device to it in an unauthorized way, then the Provider may suspend the provision of the service.

Only pre-announced maintenance works shall be carried out; not pre-announced maintenance works are allowed upon the notification of the Client 5 days in advance.

7.4. The Provider may charge the fee set out in Schedule 3 for the re-provision of the availability of the service.

7.5. The Provider accepts no liability for the damages caused by the suspension of the service due to a reason within the sphere of interest of the Client.

7.6. Suspension of the service due to a reason within the sphere of interest of to the Provider.

7.6.1. In case the service is suspended due to the alteration, renovation, replacement, maintenance of the network – in the lack of other technical solution – and the Client is notified in advance, 15 days prior to such suspension, the duration of this outage shall not exceed 1 day per occasion and per calendar month (“regular maintenance”). The duration of this suspension shall not be considered in the calculation of the uptime.

7.6.2. Regular maintenance shall mean the maintenance activities for keeping our technical devices in operable state, which ensures the continuous compliance with the quality target values due to the maintenance. The regular maintenance periodically increases the operation safety, which otherwise gradually reduces due to the operation; thereby the regular maintenance slows the amortization of the technical devices. The regular maintenance encompasses those activities, which require maintenance works for the prevention of the failure of the support equipment required for the provision of the service. (E.g. disk extension etc.)

7.6.3. Regular maintenance works may be carried out between 24-06h on Tuesdays and Thursdays each week, maintenance works not falling within the above period require the notification of the Client 15 days in advance.

## **8. Cases of termination of the service agreement**

### **8.1. Rules of termination by the Client**

8.1.1. The Client shall be entitled to terminate, at any time, the agreement for indefinite term in writing without cause, with a notice of 30 days. The date of termination of the service agreement is the 30<sup>th</sup> day following the receipt of the written notice of termination by the Provider.

8.1.2. The termination of the agreement by the Client shall not relieve the Client from meeting its fee payment obligations incurred during the term of the service agreement, and the Provider shall provide the service during the period of notice, as well.

8.1.3. The Client shall be entitled to terminate the agreement with immediate effect upon the serious breach of the Provider, provided that the Provider fails to cure its breach within 15 days from the receipt of the prior written demand of the Client. In case of termination with immediate effect, the agreement shall terminate at the date of the notice of termination.

## **8.2. Rules of termination by the Provider**

8.2.1. The duration of the notice of termination by the Provider shall be 30 days with the exception of the cases set out in Section 8.2.3. The Provider shall send the notice of termination of the agreement in written form.

### 8.2.2. Termination with immediate effect

The Provider may terminate the service agreement with immediate effect in case the past due debt of the Client exceeds 45 days. Provider shall notify the Client of the past due debt on the 1<sup>st</sup> day following the payment deadline set out in the payment request letter, and if unsuccessful, the notification shall be repeated on the 5<sup>th</sup> day, and if unsuccessful, further notification shall be given on the 10<sup>th</sup> day, then the Provider may restrict the service from the 15<sup>th</sup> day as detailed in Section 6.5.1 of the present GTC. In case of past due unpaid fee exceeds 30 days, in addition to the restriction of the service, the Provider shall deliver a last payment request, in which the Provider shall inform the Client that failure to meet its payment obligation within the additional deadline of 15 days set out in the request shall result in the termination of the agreement by the Provider with immediate effect.

8.2.3. Provider shall be entitled to terminate the service agreement as set out above with a notice period of 15 days in case of breach, if

- the Client resold the service to a third party without the consent of the Provider.
- the Client failed to pay the past due fee even after the notice warning of the legal consequences. The supplementary payment deadline set out in the notice shall be 30 days.

8.2.4. In case the Client pays up its past due amount within the supplementary deadline, then the Provider shall not terminate the agreement.

8.2.5. The Parties shall not be entitled to terminate the agreement for a definite term with ordinary notice of termination.

8.2.6. The service agreement may also be terminated with the mutual agreement of the Parties, and terminates upon the termination of any contracting Party without legal successor.

8.2.7. After the termination of the agreement the Provider may enter into a new service agreement only if the Client owes no past due fee arising from the use of the service, or if the termination of the former service agreement was not due to the fault of the Client, and such termination did not take place within 1 year. If the Client paid its debt only with significant delay, and the agreement was terminated by the Provider due to the breach of the fee payment obligation, then the Provider shall

be entitled to bind the conclusion of the new agreement to the payment of the former debt of the Client and up to the twice of the amount thereof as advance payment.

8.2.8. The termination of the agreement shall not relieve the Client from meeting its fee payment obligations occurred during the term of the agreement. In case of the overpayment by the Client, the Provider shall repay the fee, to the extent of the overpayment, to the bank account number or mailing address set out in the written request of the Client.

8.2.9. In case the service agreement is terminated (either by the Provider or by the Client), then the Provider shall notify the Client, either in the notice of termination, or within 15 business days from the receipt of the notice of termination of the Client, that upon the expiry of the notice period the device will be deinstalled, and further 2 weeks are available for the removal thereof by the Client – provided that the Provider waives its lien. In case the Client fails to make arrangements within the deadline for the removal, Provider shall be entitled to destroy the device after a further grace period of 2 weeks. The costs of the destruction shall be borne by the Client.

8.2.10. Client shall notify the Provider in case the Client receives no invoice, since the lack of receipt thereof shall not relieve the Client from the payment for the service.

8.2.11. In the case of a commitment involving a loyalty period, the services can be used against a discounted fee. In case of a termination by the Client, or termination due to a breach of, or a reason within the sphere of interest of, the Client, the Provider may oblige the Client to pay liquidated damages with the following conditions:

In the case of a discount for 18 months:

- In case the agreement is terminated within 18 months from the conclusion, the Client shall pay for the Provider the difference between the fee for the time elapsed under the agreement for an indefinite term and under the agreement for 18 months as a past due lump sum.

In the case of a discount for 36 months:

- In case the agreement is terminated within 36 months from the conclusion, the Client shall pay for the Provider the difference between the fee for the time elapsed under the agreement for an indefinite term and under the agreement for 36 months as a past due lump sum. The first 6 months of the term of the agreement qualify as a “probationary period”, during which the agreement can be terminated with a period of notice of one month without any further legal consequences.

## **9. Availability of the technical support, undertaken troubleshooting target values, process of registration of the error reports**

9.1. Provider shall operate a technical support (troubleshooting) service and customer support service continuously in 24 hours a day, 365 (366) days a year, where the Client may directly report the failure of the service. The procedure applied by the technical support (troubleshooting) service and the customer support service is identical in the course of error or miscellaneous reporting. In the present GTC the expressions the technical support (troubleshooting) service and the customer support service shall have identical meaning.

9.2. The customer support service shall be available for the user as long as the Client pays the fees for all services used, in accordance with the present GTC.

9.3. The Client may report the error at the locations, addresses, phone numbers and e-mail addresses of the customer support service. The Provider shall, without any delay following the detection of the error, commence the localization and elimination of the error, and shall carry out such activity continuously until the successful completion of the troubleshooting. The troubleshooting deadline shall be up to 72 hours from the detection of the error, or the period of time needed due to the nature of the error.

9.4. The Provider shall record the error reports, the results of the error localization procedure, and the measures made on the basis of the troubleshooting in a retrievable manner, and, and shall retain such recording for one year at least in compliance with the data protection laws and regulations.

The registry shall include:

- notification address or other identifier of the Client,
- description of the error,
- date and time of the error reporting (year, month, day, hour),
- cause of the error,
- mean, date, time of the troubleshooting (year, month, day, hour),
- mean, date and time of the notification of the Client.

9.5. On the basis of the inspection carried out the Provider shall, without any delay, notify the Client of the followings with proper reasoning:

- the error was not detectable during the inspection, or the error occurred due to a reason within the sphere of interest of the Client;
- the Provider commenced the troubleshooting (repair);
- the Provider cannot undertake to repair the error within the availability time, and therefore Provider grants a reduction of a specified percentage of the monthly fee.

9.6. Troubleshooting target values

The Provider shall repair the error reported by the Client, proven to be real as a result of the Provider's error localization procedure, within the deadline under the present GTC. If the repair was not possible at the date and time agreed by the Provider and the Client due to a reason beyond the control of the Provider, the deadline available for the repair of the error shall be extended with the duration of the outage.

9.6.1. In case of delayed or defective performance of the agreement, the Provider shall be liable for the loss of the value of the assets of the Client. This means the value, with which the existing assets of the Client are reduced due to the injury caused by the Provider. The Provider shall not be obliged to compensate the loss of profits, and the compensation or cost required for the reduction or elimination of the pecuniary and non-pecuniary disadvantage suffered by the Client.

9.6.2. The provider shall not be obliged to compensate that portion of the damage, which was caused by the fact that the Client did not act reasonably for eliminating or reducing the damage.

9.6.3. In case the service cannot be used as a result of the error, and therefore the Provider does not reach the annual level of availability set out in Schedule 2 of the present GTC, the amount of the liquidated damages for each day of defective performance in exceedance of the troubleshooting target value shall be the daily amount of the average of the fee paid by the Client under the service agreement in relation to the subject service in the six months preceding the reporting of the error. In case the legal relationship pertaining to the service is less than six months, the daily amount shall be calculated on the basis of the daily average of the fee paid during the entire term of the service legal relationship. If the Client can use the service only in quality lower than the quality undertaken by the Provider, the Provider shall pay the half of the liquidated damages set out in the present section.

#### Lump-sum settlement for full data loss

Provider shall pay the Client lump-sum settlement if it is proven that any full data loss is due to the fault of the Provider. The amount of the lump-sum settlement shall be equal to the subject monthly fee of the Service, or in the case of prepayment, the portion of the fee attributable to the subject month. The Client acknowledges that due to the nature of the provision of the Services, the Provider shall accept no further liability for damages caused by data loss or for the costs required for the elimination of data loss, save for the cases where the exclusion or restriction of liability is not permitted by the Hungarian laws in force.

9.6.4. In case of monthly fee payment obligation, the Provider shall credit the amount of the liquidated damages as a lump sum in the course of the settlement of the next month.

9.7. As the fulfillment of the obligation to prevent and mitigate the damages, the Client undertakes to inform the Provider without any delay in the event the Client detects that the service of the Provider does not operate or does not operate satisfactorily. The Provider shall not be liable for the damages and/or costs arising from the failure or delay of the Client in respect of this obligation.

9.8. Provider shall use its best endeavors in order to ensure the all-time efficiency and continuity of the service. The Provider shall not be liable under the present agreement for the damages occurring due to malfunctions and insufficiencies of its service occurred due to a reason beyond the control of the Provider.

9.8.1. If the failure, malfunction of the hosting service occurred due to a failure attributable to another provider (e.g. telecommunications provider), then Provider undertakes to notify the Client thereof by electronic means, provided that the Client submitted a cellular phone number or e-mail address (e-mail, text message).

9.8.2. In respect of the damages caused by the Client or any other third party to the Provider (whether in agreement, tort, or otherwise), the prevailing, effective provisions of the Civil Code of Hungary shall apply to the issues pertaining to the damages and liability. Client acknowledges and accepts that the Provider does not control, and does not accept liability for, for the contents of the information flowing through the host computers, network hubs and PoP points (i.e. Points of Presence) of the Provider ("Provider Internet Network") and through the Internet, including the loss of data due to operation malfunctions caused by software, hardware failures, viruses, or due to external intrusions. Client represents and warrants that the use of the services by the Client does not infringe copyrights, other intellectual property rights, other moral rights or titles of the Provider or any other third party;

furthermore the Client shall be responsible for the operation of the software installed by the Client, as well as for the contents of the data stored on the server. In case a third party lodges such a claim for restriction, the Client shall directly act for the protection of the lawful interests of the Provider, and the liability of the Client for damages shall also prevail.

9.8.3. Force majeure: Neither party shall be responsible for meeting its contractual obligations in the cases where unforeseeable circumstances occur beyond the control of any of the parties (force majeure), which prevent the fulfillment of the agreement, or the use of the service. Such circumstances mean, in particular: acts of war, revolt, sabotage, bombing, severe disruption of energy supply, or natural disaster, server attack, hacker attack, unauthorized accesses, strike, act in compliance with the order adopted by the bodies empowered under the Act on National Defense or the Act on Police, or a malfunction beyond the control of the Provider.

9.9. Provider reserves the right to make sound recordings of the calls incoming to the phone numbers of the customer support service; and Provider shall inform the caller in each case before the commencement of the recording. In case the caller does not consent to the sound recording, the subject case may be administrated only in person. The Provider shall – in case the Provider recorded the conversation – shall, within the term of the storage, provide the caller with the sound material upon its request. The Provider shall store the recorded sound materials for one year following the date of the recording.

## **10. Resolution of disputes related to the service**

In any event of dispute the provisions of the prevailing, effective provisions of the Hungarian laws shall apply, provided that the unique agreement or the present GTC contains no provisions for the subject matter. Having regard to the civil law obligation of good faith and cooperation, as well as the intended purpose of their agreement, the Parties shall primarily try to resolve their disputes within the framework of negotiations. If the Parties cannot resolve the disputed matters within a reasonable period of time from the commencement of the negotiations, the parties submit themselves to the courts competent on the basis of the location of the registered office of the Provider.

## **11. Fee of the services, terms of payment**

### **11.1. Means and intervals of invoicing, date of delivery of the invoices**

11.1.1. The actual list prices of the services provided by the Provider are set out in Schedule 3 of the GTC.

11.1.2. Provider shall issue an e-invoice for the Client by default, which shall include the fees set out in the individual terms and conditions. If expressly requested by our Client, we may issue hard copy invoice, but in such a case the postage cost of invoicing shall be borne by our Client.

The invoice shall be paid by the Client within the payment deadline set out in the invoice. (In the case of server hosting, up to 30 days are available from the execution, then the invoicing will definitely commence.)

11.1.3. Invoicing process



The commencement date of the agreement shall be the date of placement of the order, while the commencement of the service itself shall be the date of the receipt by the Provider of the service fee set out in the payment request letter.

In case our Client places the order pertaining to the requested service between the 1<sup>st</sup> and the 20<sup>th</sup> day of the subject month, then a fractional monthly payment request letter shall be issued in respect of the subject month with a payment deadline of 4 days.

In case our Client places the order pertaining to the requested service after the 20<sup>th</sup> day of the subject month, then a time-proportionate fractional monthly invoice for the subject month, as well as a full monthly invoice for the next month will be issued with a payment deadline of 4 days.

The effective and due date of the invoice shall be the first day of each month, and the payment request letter shall be generated 8 days prior to that date. (In the case of a month of 30 days, the letter is generated on the 23<sup>rd</sup> day; and on the 24<sup>th</sup> day in the case of a month of 31 days, as appropriate.)

The electronic invoice is issued for our Client after the payment of the amount set out in the payment request letter; the invoice will set out the date of the crediting of the amount received by us, and this will also mean the date of the invoice, the payment deadline and the date of payment.

Notifications applied in relation to the invoicing process:

- upon the placement of the order when the payment request letter is issued
- 2 days prior to the expiry date
- 1, 5 and 10 days following the expiry date
- 8 days prior to the invoicing date, upon the generation of the payment request letter.
- Upon effecting the payment (notice of thanks)

In case there is default in payment of the invoice, the Provider shall be entitled to charge a default interest equal to the double of the central bank base rate.

### **Crediting of incoming funds**

Credit card

The service fee is credited instantly upon payment.

Supported card types:

Visa

Visa Electron

MasterCard

PayPal

The service fee is credited instantly upon payment.

PayPal is the most popular online payment scheme worldwide, which may be used immediately after a free sign up process.

Bank transfer

The service fee is credited within 2-4 business days.

It is important that the reference number of the pro forma invoice shall be included in the reference section of the wire transfer instructions form.

The ordered service may be cancelled with immediate effect within 4 days from the placement of the order; in such a case the amount(s) paid in consideration for the service are repaid/transferred back to the account of the Client within 2 days.

## **11.2. Monthly service fees**

11.2.1. Monthly service fee shall mean the fee calculated for all invoicing periods commenced, which is paid by the Client for the availability of the service used. The Provider shall also be entitled to invoice full monthly fee even if the Provider is forced to restrict the service due to reasons within the sphere of interest of to the Client.

11.2.2. In case the agreement enters into force mid-month, the monthly service fee shall be paid time-proportionately. In such a case the amount of time and the quantity of discounts included in the base fee of the service shall be reduced time-proportionately, as well.

11.2.3. In respect of the monthly service fee, the Client may pay the service fees in advance for 6 and 12 months, in such a case the Provider may grant a fee discount within the framework of a unique agreement. In case the Provider is forced to restrict the service due to a reason within the sphere of interest of the Client before the expiry of the term of 6 or 12 months, then Provider shall be entitled to cancel the fee discount and invoice the proportionate part of the monthly service fees and discounts payable from the beginning of the subject term and ending on the first day of the suspension of the service.

## **11.3. One-time fees**

In accordance with the terms of fee payment of the chosen service, the Provider may charge a one-time fee, which shall be paid in accordance with the first due invoice.

## **11.4. Unique fee for large consumption**

In case the Client needs a power consumption exceeding 500W/computer, then the service fee shall be subject to a unique agreement.

## **11.5. Modification of the billing period**

The Provider shall have the right to modify the billing period. The respective notification shall be sent to the Client in written or electronic form 15 days prior to the implementation of the new billing period. The Client may request information on the prevailing, actual billing cycles from the Servergarden customer support service.

## **11.6. Default interest**

The Provider reserves the right to charge a default interest at a rate set out in the prevailing, effective laws, or in the case of legal entities or business associations without legal personality, at a rate equal to the double of the actual central bank base rate, for a period commencing on the first date of delay and ending on the day of payment of the debt, provided that the Client fails to meet the payment deadline set out in the invoice.

## **11.7. Mediated service**

In case the Provider also provides mediated services for the Client in relation to its services provided under the present GTC, then the Provider may clearly indicate the fact of the mediated service in the invoice.

Client acknowledges that Provider uses third party services for the provision of its services, which are resold to its clients as mediated services.

## **12. Notification procedure**

### **12.1. Notification procedures**

12.1.1. The Provider may meet its obligation to notify the Client by notification in e-mail, as well.

12.1.2. The Provider shall publish on its website the general terms and conditions, as well as the amendments thereto.

## **13. Data protection provisions**

### **13.1 Data Controlling by the Provider**

13.1.1 Provider shall carry out the controlling of the data of its Partners in accordance with the principles set out in Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: "GDPR").

13.1.2 The detailed rules of the controlling activities of Provider are set out in the prevailing Privacy and Data Security Policy and the Notice on the Processing of the Data of Partners, both documents are available on the website of Provider.

### **13.2 Data Processing by the Provider**

Provider hereby informs its Partners that in the case of the following services, the Provider carries out data processing activities under the GDPR in respect of the data stored on the server by the Partner.

- Operation by system administrators
- Virtual server rental
- Storage space service
- Storage service

In the course of the use of the service provided by Provider, the Partners are allowed to store personal data in accordance with the laws and regulations in force, as well as the GDPR. In such a case the Partner shall qualify as Controller, while the Provider shall qualify as Processor. The Partner, as Data Controller, shall be responsible for the lawfulness of the data controlling and for the compliance with GDPR – including, but not limited to the information of the data subjects.

For the purposes of the present section 13, the Provider shall be hereinafter referred to as “Processor”, and the Partner shall be hereinafter referred to as “Controller”.

Subject of controlling: the data processing covers the provision of technical infrastructure for the data controlling carried out by the Controller in the course of the service used by the Controller.

Term of controlling: the term is determined by the Controller, but it shall not exceed the term of the provision of the specific service plus the term of availability of the respective backups.

Type of personal data, categories of data subjects: determined by the Controller; the forwarding is carried out by the Controller by uploading the contents containing personal data to the infrastructure of the Processor.

For the sake of data safety, the Processor draws the attention to the critical importance of the regular and up to date updating of the program codes.

In order to maintain and ensure the operation of the systems, Processor records the temporary technical files (log files, web server traffic log etc.) created in the course of the use of the service by the Controller and by third parties, and Provider shall not endeavor to identify specific persons on the basis of the data acquired in the course of its activities.

Controller shall be obliged to keep records of, and notify the supervisory authority in connection with, the personal data breaches affecting the data controlled by the Controller.

Processor shall ensure the confidentiality, integrity and resilience of its systems.

#### Processing of Controller Personal Data

The Processor shall:

- comply with all applicable data protection laws and regulations in the course of processing of Controller Personal Data;
- carry out data controlling activities only for the provision of the service used by Controller;
- process the personal data only on behalf of, and only in accordance with the instructions given by, the Controller, including the forwarding of the personal data to third countries, unless the data controlling is required by the laws applicable to the Processor; in such a case the Processor shall, to the extent permitted by the applicable laws, inform the Controller of the subject legal requirement prior to the subject processing of the personal data;
- maintain the confidentiality of the personal data processed on the basis of the service
- without prejudice to the service provided by the Processor to third party partners, provide the Controller with all information that is required for supporting the compliance with the obligation set out in Article 28 of GDPR, in addition, which enables and facilitates the audits carried out by the Controller or by an auditor appointed by the Controller, including on-site audits.

## Staff of the Processor

The Processor shall, by taking reasonable steps, ensure that those employees, agents or contractors of the Processor and of any sub-processor, who have access to the personal data, are reliable and bound by confidentiality obligation.

The Processor shall ensure that the access to the personal data shall be restricted to those persons, who need to know, and need to access, the subject personal data, to the extent such knowledge and access is required for the fulfillment of the objectives set out in the agreement entered into by and between the Parties, and for being in compliance with the applicable laws.

## Security

Having regarded to the state-of-art nature, the costs of implementation, and the nature, scope, connections and purposes of the data processing, as well as the risk of variable probability and gravity that affects the rights and freedoms of natural persons, the Processor shall implement appropriate technical and organizational measures in relation to the personal data in order to ensure the level of security corresponding to the subject risk, including the measures set out in Article 32(1) of GDPR, as the case may be.

The Processor shall assist the Controller in fulfilling its obligations under Articles 32-36 of GDPR, considering the nature of the controlling and the information available to the processor.

In the course of any personal data breach, the Processor shall cooperate with the Controller, shall take reasonable steps in accordance with the instructions given by the Controller in order to contribute to the inspection, mitigation and remediation of the subject personal data breach.

## Involvement of sub-processors

The Processor shall be entitled to involve sub-processors. In the course of the involvement of sub-processors, the Processor shall comply with the criteria set out in paragraphs (2) and (4) of Article 28 of GDPR.

## Deletion or Returning of Personal Data

The Processor shall, within 5 (five) days from the discontinuation of the provision of any Service that involves the processing of Personal Data (the "Discontinuation Date"), call the Controller to make a statement in written form from 10 (ten) days of receipt as to which of the following obligations is requested from the Processor/Sub-processor by the Controller:

- (a) return the full copy of all Controller Personal Data via secure file transmission, in a format reasonably specified by the Controller, for the Processor; and (b) delete and request the deletion of all further copies of the personal data processed by the Processor or any sub-processors; or
- delete and request the deletion of all further copies of the personal data processed by the Processor or any sub-processors.

The Processor shall, within 15 (fifteen) days from the receipt of the written statement sent by the Controller, comply with the request set out in the written statement delivered in accordance with the above. In case the Controller fails to make the above statement within the applicable deadline,

the Processor shall act in accordance with the above within 15 (fifteen) days from the business day following the last day of the deadline.

The Processor or any Sub-processor may retain the personal data to the extent, and until the deadline, set out in the applicable laws, and shall, in all cases, maintain the confidentiality of all such personal data, and shall ensure that the processing of such personal data shall be limited to the purpose(s) set out in the applicable laws that require their retention; and therefore processing for other purposes shall be prohibited.

The Processor shall, within 20 (twenty) days from the receipt of the written statement of the Controller / or from the business day following the last day of the deadline of making the statement, provide the Controller with a written statement that it has fully complied with the present section.

## **14. Insurance of Client devices**

We have insurance in place covering the devices of our clients placed in the Docler server room. (Combined liability and electronic devices insurance)

In order to obtain coverage, we request our clients to submit the itemized list of the devices to be insured (with the specification of the name, type, count, value), which we forward to the insurance company. In case we are not provided with the detailed list is until the commissioning of the server at the latest, then the insurance will not be available. We draw the attention of our clients that following the occurrence of the damage the insurance company will require the document (invoice) supporting the purchase value of the specified assets; such document shall be presented to the insurance company upon the occurrence of damage.

### **14.1 Amount of insurance, valuation methods**

The determination of the amounts of insurance is one of the most essential elements of an insurance agreement. Its importance is based on that the amounts of the insurance are directly proportional to the amounts that can be claimed in the event of damage. Consequently, particular attention shall be paid to the correct determination of the amounts of insurance in order that the agreement shall reflect the real, actual situation.

When the value of the insured asset is established at the time of the conclusion of the insurance agreement, it shall be kept in mind that during the payout of the claims the insurance company is entitled to inspect the underinsurance in relation to the valuation method set out in the agreement, i.e. to check whether the asset values under the valuation method specified by the insured party in the agreement (new replacement value or gross book value) are true. If not – i.e. the insurance amount set out in the agreement is lower than the new replacement value or gross book value upon the occurrence of the damage – then it may result in the payment of prorated damages in unfavorable cases.

Prorated (proportional) damages means that in accordance with the mutually determined and agreed valuation method (new replacement value or gross book value), the insurance company shall be entitled to compensate the damage pro rata the proportion of the value set out upon the conclusion of the insurance agreement (amount of insurance) and the actual value at the occurrence of the damage.

- new replacement value means the value required for the re-construction, re-procurement, re-production of the insured asset to its original state at the occurrence of the damage,
- gross book value means the acquisition value of the insured asset, which serves as the basis of the fee payment and the ceiling of the amount of damages.

## **1. Schedule 1: DESCRIPTION OF THE SERVICES**

### **The hosting service of Servergarden**

In the course of the provision of the service Servergarden participates as data controller as regards the partner data and as data processor as regards the data stored on the server.

The hosting service of our company is available in two locations in Budapest. Our partners may place their servers connected to our network in our air conditioned server rooms with outstanding infrastructure, thereby providing optimal operating conditions and high speed internet connection for their devices.

We provide physical access to the servers 24 hours a day. In case of failure, IP console, administrator available on the telephone, and continuous network support will be at the Client's assistance. The servers can be placed on shelves or in rack cabinets.

Thanks to the geographic distance between the server rooms, there is excellent opportunity to place devices serving high availability (HA) services. The server rooms are interconnected with redundant optical connections. All IP addresses on our network – or even the own private addresses of our clients – are accessible from all locations and can be “taken over” by the devices – irrespective of the physical distance between the server rooms.

Hosting locations

High performance density, rack cabinet-based solutions (10kW/rack):

H-1101 Budapest, Expo tér 5-7., Hungary

Medium performance density, metal shelf-based solutions:

H-1132 Budapest, Victor Hugo utca 18-22., Hungary

We provide our hosting service in the form of mediated service.

### **Server rental service**

With our server rental service you can use the device meeting your needs without investment. Without purchasing a new server you can increase the RAM size, CPU speed, HDD size, or change the available bandwidth capacity. If needed, we also undertake the installation and maintenance of the operating system running on the servers, as well as the applications running thereon.

Parameters

- The specified server configuration can be modified at any time as needed
- We locate the rented servers under the same security and technical conditions, that of our server hosting service
- 10 GB backup FTP storage space is available for the service
- We will provide the server within 24 hours on business days
- In case a rapid plan is ordered on a weekday, we will provide the server within 1-hour deadline



- We subject each new server to 48-hours testing
- We provide a replacement server in the event of failure
- The fees of our services include the hosting costs, as well

Service SLA-99,9%

The base service fee includes an aggregate bandwidth of 32 TB/month by default, comprised of 90 per cent domestic (Hungarian) and 10 per cent international bandwidth. In case the actual bandwidth use of the Client exceeds the above limit, then the Provider shall provide its Client with a quotation on the provision of further international bandwidth for an additional fee under a separate plan. In case the Client fails to accept the bandwidth exceedance charge set out in the quotation within 5 calendar days, but its actual bandwidth continues to exceed the aforementioned limit, then the Provider shall be entitled to terminate the agreement with immediate effect.

### **Redundant internet connection (Virtual Port Channel - VPC)**

In all Hungarian server rooms each average server is connected to a switch. In case of fault of the switch, the service hosted on the server is halted until the repair or replacement of the switch, therefore irrespective of the redundancy of the internet connection, “the provision of internet to the server” is not redundant. If needed, the servers placed in our server room can be connected to two separate switches, and upon the failure of any switch the other one takes over its role within 20 ms.

The background of this technology is based on that the routers of Servergarden are connected both to the routers in our server room and to our core routers at Dataplex.

A further advantage of the service is that the bandwidth is increased from the usual 1 Gigabit to 2 Gigabits without additional costs, and the undertaken availability of the internet connection is increased by 5-fold (from 99.95% to 99.99%).

The service is available only in the server room located at District X, Expo tér 5-7., Budapest. The service requires technical consultation in order to specify the precise configuration, and the consultation is included in the fee of the service.

### **Operation by System Administrators**

In the course of the provision of the service Servergarden participates as data controller as regards the partner data and as data processor as regards the data stored on the server.

Client acknowledges that the fees of the operation by system administrators may be changed up to 2 times a year subject to the market prices without separate notice.

basic level backup (the backup covers the configuration files; the backup of client data may be covered by an additional agreement)

Description of server operation

The operation of the servers and the server environment running thereon includes the installation, configuration, updating of the operating systems and packet filtering firewalls, as well as the

continuous monitoring, supervision and the immediate commencement of troubleshooting in the occurrence of any problem, 24 hours a day.

The fee of the system administrator service includes the following system engineer man-hours:

- in the case of rental of a physical server: up to 5 system engineer man-hours/month
- in the case of rental of a VPS: up to 2 system engineer man-hours/month

The monthly system engineer man-hours per month attributed to each plan are usable only in the subject month and cannot be carried over to subsequent months.

These man-hours may be exceeded in accordance with the needs of, and upon consultation with, the Client, and the man-hours of exceedance shall be invoiced at the system engineer hourly rate set out on the website of Provider.

Details of operation by system administrators:

- installation
- configuration
- updating
- continuous monitoring
- supervision of operating systems (linux, windows)
- installation of packet filtering firewalls

The server operation service includes the operation of Linux, Windows, and VPS servers (together with VPS hosting service), may it be Linux VPS or Windows VPS. Details of the operation by system administrators in the case of Linux OS:

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Available Linux OS types: Debian/Ubuntu/CentOS/Fedora

Available servers:

- Web server: Apache [ optional: Nginx ]
- CGI: PHP [ optional: perl, python, ruby ]
- Mailing system: Postfix and Dovecot / Courier
- DNS server: Bind
- Database server: MySQL [ optional: PostgreSQL ]
- FTP server: PureFTPd
- Spam and antivirus: Amavis and spamassassin
- Available Control Panel upon request: ispConfig [ optional: CentOS Web Panel – only in the case of CentOS 6.5]

Further optional servers and applications:

- OpenVPN server [up to 5 users]
- PPTP server [up to 5 users]
- Memcached
- Redis
- FFmpeg
- MongoDB
- Red5
- Tomcat
- JBoss

Within the framework of the operation by system administrators, we provide backup free of charge up to 30 GB, this generally covers server configuration and system files.

The backing up of Client content is subject to a separate agreement (database, mail, web), which shall be requested in advance, upon the placement of the order for the service; the rates of this ancillary service are set out on the website of the Provider.

Details of the operation by system administrators in the case of Windows OS:

- Windows Server operation on the basis of Windows server 2012 R2.
- Database server operation via MSSQL
- Mail server operation via Exchange.
- Web server, ftp server operation on IIS.
- DNS server, Active Directory operation.

In case the Client has admin right, the Provider shall accept no liability for the operation of the server.

Elements of the server operation service

In addition to the operation of Linux and Windows servers, the server operation service may also encompass the operation of VPS servers (with VPS hosting), may it be Linux VPS or Windows VPS.

- Installation of Debian/Ubuntu Linux, Windows operating systems
- Configuring and updating of servers (we install and operate LAMP environments by default, unique infrastructure may also be established on the basis of a unique agreement)
- System administration activities
- Advanced monitoring

The Provider is responsible for the server and the running environment operating thereon, but does not operate the applications uploaded by the client, and accepts no responsibility for problems and loss of performance caused by the malfunction of the application.

Advanced server monitoring

- Nagios-based monitoring
- Active monitoring of ports in any number
- Unique checking scripts
- Unlimited number of e-mail notifications on the downtime of the server functions
- SMS notification on the downtime of the server functions

## **Virtual server rental (VPS)**

In the course of the provision of the service Servergarden participates as data controller as regards the partner data and as data processor as regards the data stored on the server.

The VPS Service means that the Client is given access to a virtual server on a shared server; the service is limited by VPS plans on grounds of the subject technology. The plans are set out on the website of the Provider. Although it operates on a shared server, the VPS, as a stand-alone unit, provides performance, RAM, storage space and functionality equivalent to a physically stand-alone server. It can run any online service, there are no special requirements and the ordered resources are always available.

The processor load of the server running the VPS service shall not permanently and repeatedly exceed the 90% of the entire CPU time of the Server due to the applications used by the Client. Upon reaching this limit, the Provider shall be entitled to limit the Service.

Provider provides backup service for VPS only upon separate request for quotation and in consideration for a separate fee. The Client shall be responsible for creating backups of the files and contents of the VPS. Provider creates backups only in system snapshot image files, which may be recovered as a whole, by overwriting the changes between last snapshot and the actual state of the running VPS, and therefore the recovery of individual files cannot be performed. Provider shall accept no liability for the failure of its backups, and therefore Client is advised - both on the website and in the present GTC - of the importance of performing individual backups.

Provider shall accept no liability for any damage caused by reaching and exceeding the VPS limits and by the results thereof.

Provider shall be responsible for the maintenance and upkeep of the physical server on which the VPS runs, while the software supply, software operation and updating of the server shall be the responsibility of the Client, the same as if leasing or purchasing an own server. The VPS runs a proprietary operating system, and the Clients are provided with superuser access. Thereby the setting up and configuration of the server is easier.

In the case of Windows VPS the Provider has no access to Client data, but the Provider shall have the right to install an agent for system-level monitoring.

Client shall acknowledge being responsible for the non-infringing nature of the software running on the Windows VPS.

Advantages of VPS:

- quick commissioning
- simply extensible, flexible
- secure due to the backups
- no investments costs
- the Client is relieved from the operation of the hardware, since this is the responsibility of the Provider

The VPS downgrade is not supported, this feature can be executed by placing a new order and carrying out a migration, which shall be performed by the Client if the Client is not subscribed to the server operation service. The subscription of the VPS service(s) subject to the downgrade may be terminated only after the completion of the migration.

Provider creates backups of the VPS on a daily basis, which are retained for three days.

Client acknowledges that the backups are created for using in the event of defect of its own servers; the Provider may, if possible, make these backups available to the Client, but the Provider shall accept no liability for the quality and availability of these backups.

## **Software rental - Microsoft SPLA**

In the course of the provision of the service Servergarden participates as data controller as regards the partner data.

Microsoft has recently introduced a new licensing structure, the Service Provider License Agreement (SPLA). This structure enables our Clients to use the software for a monthly fee in the form of mediated service. The software rental structure entails many advantages, both in respect of technology and costs.

Almost the entire portfolio of Microsoft is available in this structure (Windows, SQL), which always offers the most recent versions and patches. This structure does not require any investment, you always pay only for the software you use, furthermore, it can be flexibly extended or customized, applications can be simply and quickly added to, or removed from the licensed assets.

The joint structure of the SPLA and Servergarden enables you to use servers and solutions in the quantity, and as long as you need.

Advantages:

- No investment costs
- Monthly fees are payable, but only to the extent of the actual use
- Competitive and calculable costs

- The licenses may be modified on a monthly basis
- In the case of operation, the installations and security updates shall be carried out by the provider without additional costs
- Versions and number of users (licenses) may be ordered or amended at any time
- One framework agreement makes you available all software you would like to use (Office, server products, mailing, file and printer operation, applications in respect of internet service provision)

The Client acknowledges that the SPLA fees may vary subject to the changes to the exchange rate of the Hungarian forint and the pricing changes of Microsoft SPLA.

The SPLA software rental service may be used only together with the server operation service.

The SPLA software rental service may only be used together with the server operation service, and the Client shall provide the Provider with admin rights on the devices subject to the licensing in accordance with the obligations of the Provider under the licensing framework set out by Microsoft.

## **Storage Space Service - Servergarden**

In the course of the provision of the service Servergarden participates as data controller as regards the partner data and as data processor as regards the data stored on the server.

Our service provides continuous operability and accessibility for our Clients' websites and email accounts under an optional domain name.

If you don't have a domain name, please choose one. You can check the availability of your desired domain name here, whether is it available or already registered by someone else. We register the chosen domain name.

- Following the registration of the desired domain name, the web pages can be uploaded to our servers via FTP connection.
- Our Clients may create e-mail addresses belonging to the domain name by using a web-based admin interface or with the assistance of our support personnel.
- Mails can be read by using a mailing application (POP3, IMAP) or on the webmail interface.

### Static storage space

.hu, .eu, .com, .net domain registration + maintenance  
 1000 Mbyte storage space (up to 30 mailboxes)  
 web-based mail administration interface ("mailadmin")  
 POP, IMAP or webmail client  
 data backup  
 1000 Mbyte web storage space  
 FTP access  
 visit statistics

### Active storage space

.hu, .eu, .com, .net domain registration + maintenance  
 1000 Mbyte storage space (up to 30 mailboxes)  
 web-based mail administration interface ("mailadmin")

POP, IMAP or webmail client  
data backup  
1000 Mbyte web storage space  
FTP access  
visit statistics  
optional PHP4 or PHP5  
MySQL database use

Mail storage

.hu, .eu, .com, .net domain registration + maintenance  
1000 Mbyte storage space (up to 30 mailboxes)  
web-based mail administration interface ("mailadmin")  
POP, IMAP or webmail client  
data backup

## **Domain registration**

In the course of the provision of the service Servergarden participates as data controller as regards the partner data.

Client may apply for domain registration via the Provider. With the submission of the application the Client declares to accept the policy required by the registration authority of the selected TLD (top level domain, i.e. domain name ending). (E.g. the Council of the Hungarian Internet Providers (ISZT, website: [www.domain.hu](http://www.domain.hu)) in the case of the .hu TLD, or the ICANN (website: [www.icann.org](http://www.icann.org)) in the case of the .org TLD), etc. as the case may be.)

The Client declares to accept the resolutions of the Provider and the Registrar of the subject TLD in the issues related to the application for, delegation and maintenance of the domain (e.g. the domain will be blocked and added to the domain name drop list in case of submission of false data).

Client shall submit a signed domain application form to the Provider or submit the application electronically via the website of [Servergarden.hu](http://Servergarden.hu) in compliance with the laws and the rules published on the website [domain.hu](http://domain.hu). Provider shall use its best endeavors to arrange for the registration of the domain name as soon as possible. The Client accepts criminal law liability for the contents under the domain and for the data submitted.

In case the Client has already met its payment obligation and submitted the application for registration either electronically or in hard copy, the Client may call the Provider to register the domain provided that the registration has not yet commenced.

Provider shall accept no liability for the failure of the domain registration initiated by the Provider or for the expiration of the domain name. In such a case, Provider shall refund the Client the paid domain registration fee relating to the failed domain registration.

Client accepts that on the basis of the rules of [domain.hu](http://domain.hu) in force, the .hu domain may be extended by the Provider on an annual basis only, regardless if the registration fee has been paid by the Client for multiple years. Client undertakes not to transfer the domain to another provider during the period covered by the already paid fee in order to allow the Provider to extend, renew the domain for the period(s) already paid.

However, if the Client transfers the domain to another provider, the Client declares to permanently waive any and all financial and other claims from the Provider.

The electronic delegation of the .hu domain is applicable to the delegation of a new, previously nonexistent domain, therefore it does not apply to data modification, transfer or other domain-related service.

Domain registration at a discounted rate for our clients.

.hu (new)  
.hu registration (for 2 years)  
.hu extension, transfer  
.eu (new)  
.eu registration or extension  
.com, .net, .org (new)  
.com .net and .org registration or extension  
.info, .biz (new)  
.info, .biz registration or extension

#### Discounts

- We offer a discounted rate if large quantities of domains (above 50 domains) are registered
- We offer a discounted rate for the registration of the domain names requested by our Clients using our server hosting or dedicated server service!

The clients of Servergarden requesting the delegation of an Internet domain under the .hu top level domain shall make the following statement:

- I am familiar with, accept and shall comply with the Domain Registration Rules and Procedures in force any time;
- I shall accept the decisions of the Registry and the Registrar in issues relating to the application for, delegation and maintenance of the domain;
- I acknowledge that in case of disputes relating to the conformity of the applications to the Domain Registration Rules and Procedures the Registrar and the Registry will submit themselves to the decision of the Alternative Dispute Resolution Forum;
- In the disputes related to the chosen domain name I submit myself to the decision of the Alternative Dispute Resolution Forum; and I acknowledge that I can claim for legal remedies only against the Applicant in the legal dispute launched against me in relation to the chosen domain name; furthermore, neither the Registrar nor the Registry are responsible for the implementation of decision brought during the alternative dispute resolution;
- I guarantee that I have completed the application form with real data. I accept that the delegation of the domain is to be revoked in case the data provided are false or I fail to notify the Registrar about changes in data;
- I have read the application form in its entirety and signed it approvingly.

#### **Storage**

In the course of the provision of the service Servergarden participates as data controller as regards the partner data and as data processor as regards the data stored on the server.



The data stored in the storage are not backed up and replicated by Servergarden; the client shall be responsible for the backing-up thereof.

Our Storage service is provided on SAN (iSCSI) devices constructed with redundant items with SSD Tiering support.

The service may be provided at 1Gbit/s (copper cable) or 10Gbit/s (fiber cable) within a redundant network setup.

## **Other descriptions related to the use of services**

### Saving of server data

Within the framework of this service we save the data on the server up to 30 GB free of charge, above that volume we provide the service on the basis of a separate agreement by charging an additional fee.

### Protection of intellectual properties

The server, router, firewall etc. configurations operated and set up by the Provider shall qualify as the intellectual properties of the Provider, and constitute the trade secret of the Provider, therefore the Provider shall not disclose such configurations to the Client even if the Client terminates the operation (by system administrators) service.

### Backups

Client acknowledges that Provider creates its backups to be used in the event of malfunction of its own servers, although the Provider may grant the Client access to these backups as possible, but accepts no liability for the quality and availability of these backups.

### Hot backup ftp service

We do not create separate backups of the contents uploaded to the hot backup storage area.

## **2. Schedule 2: OBLIGATIONS OF THE PROVIDER IN RELATION TO THE CONDITIONS, CAPABILITIES AND COMPETENCES OF THE DATA CENTERS**

### **Operator and installation room**

The Clients can access their servers placed in the server room through the console port located in the operator and installation room. A display, a keyboard and a mouse is placed in the room to be used by the clients for the communication with the computers. The operator and installation room can be used on all days of the year, in 0-24 hours at times previously agreed with the system administrators or operators of Servergarden.

### **Security of Client Data**

The data of the Clients, stored on their devices and/or transmitted with the involvement of the Provider, qualifying as business secret and/or personal data shall be managed by the Provider under its general obligation for the protection of business secrets, under which the Provider shall protect the business secrets of its Clients in a way identical to those of its own business secrets.

### **Service Levels**

Provider undertakes to provide the following quality target values at an annual level in respect of the subject areas/services.

Availability of electricity - 99.999 %

Guarantee of the tempered temperature – 99.999 %

Availability of the Internet connection – 99.95 % - In case VPC is used 99.99%

Availability of the internal network - 99.95%

Presence of an operator - 0-24h

Security service - 0-24h

The calculation of the annual availability target value takes place on the basis of the statistics of the provider. The number of hours of defective performance is the duration between the commencement of all service outages in the subject year and the elimination of the respective failure, if occurred within the sphere of interest of the provider.

Definitions used in relation to the availability levels:

- Technical support service, which receives client complaints 24 hours a day received on phone, in writing or in e-mail.
- Online support service: [support@servergarden.hu](mailto:support@servergarden.hu) All customer support service tasks/cases are available in this channel between 0-24 hours.
- Operator: That employee of Servergarden, who shall supervise and monitor the services used. In critical cases he requests the assistance of the system administrator.
- System administrator: That employee of Servergarden, who shall operate the services used.

In the calculation of the availability, the downtime caused by the failure shall be disregarded if the failure occurred due to:

- a reason occurring within the sphere of interest of the client
- force majeure
- another reason occurring beyond the control of the provider (in particular: weather conditions, accident, fire, severe disruption of energy supply, tampering, theft),

and the following shall also be disregarded:

- the duration of the outage if it occurred due to a reason within the sphere of interest of the client,
- the downtime occurring due to scheduled maintenance,
- the duration of the restriction of the service due to the breach of the client.

### **Obligations of the Provider**

The Provider shall ensure the continuous operation of Servergarden for its Clients with the following conditions.

#### **Building**

The hosting activity of Servergarden is carried out in the data center situated at 1101 Budapest Expo tér 5-7, which is the highest performance density server room of Hungary (300 sqm, 1 MW, 3.33 kW/sqm)

The false floors, suspended ceilings and the door system are the physical boundaries of the devices that may be placed in the building.

The building and the built-in server equipment was constructed with the consideration of utmost security and availability. Our engineers monitor the diverse technical systems of the data center 24 hours a day. This is supported by our building monitoring system, which enables instant information queries on each electric and machinery system, as well as alarms and escalation options in the event of failure.

#### **Electronic system**

The building is connected to the electric grid with a double power supply from the regional electricity provider ELMŰ, which is protected by uninterruptible power supply (UPS) and a generator system against the potential power outages.

Upon detecting the electricity outage the generators automatically start in the number corresponding to the actual load.

Characteristics of the electric system:

- Redundant (1+1) uninterruptible power supply (4x 500kW)
- Dual power supply from the ELMŰ regional electricity supplier company (2x 2.5MVA) (2x 2.5MVA)
- 2.5 MVA Diesel Aggregator, with diesel reserve for 24 hours

## **Machinery system**

Air conditioning system: Redundant (2+1) climatization  $22\pm 2$  °C,  $45\pm 10$  rH% (3x 500kW)

The fresh air supply of the building is provided by high performance air handling units. These units purify, pre-heat or cool the fresh air to be supplied to the premises. The purification of the supplied air is extremely important due to the purification level of the internal environment (dust-proof).

We provide constant  $22$  °C  $\pm$   $2$  °C at the client areas.

## **Fire alarm and fire extinguisher system**

The complex is equipped with one of the most advanced, currently available fire alarm and extinguisher system.

- VESDA aspirating fire alarm system
- INERGEN gas fire suppression system

Upon the detection of fire, the extinguishing commences within 30 seconds, for which the system uses Inergen (nitrogen-based) gas. The extinguishing is carried out by oxygen extraction, thereby reducing the oxygen content of the air to a level, which makes impossible the further spreading of fire. This is supported by the special wall and door system, with a fireproof duration of one hour at least. The fire extinguisher system uses intelligent, automatic valve control; thereby it exhausts the extinguisher gas only into the necessary airspaces, sectionalizing the airspaces under the false floor and between the false floor and the suspended ceiling.

The gas is harmless to the environment, human life and the devices; people can enter the location of the fire after a very short period of time from the extinguishing, there is no need to clean up the residue waste caused by the extinguishing.

The fire extinguishing system is in permanent connection with the Metropolitan Fire Department, where the fire alarms are transmitted automatically, so after the verification of the fire alarm the fire brigade on duty can be dispatched instantly with proper resources.

## **Security system**

The data center is continuously monitored in 24 hours a day by guards on service; both the external environment and the key premises of the facility are monitored on CCTV system. The video recordings are archived and can be retrieved. Continuous and logged patrol ensures the local, personal and regular surveillance of the critical points of the facility.

All persons are allowed to enter the building only after personal identification and they shall wear active personal identification cards (badges), so their entry to, exit from the building and their movement between the zones is monitored and logged.

Both the false floors and the suspended ceiling are protected against unauthorized intrusion with motion detectors on the basis of division into zones.

## **Disaster management**

Due to its location, the data center is protected against most of the disasters. The structure of the building and the installed safety equipment provide protection against natural disasters.

The complex is equipped with a lightning protection system and filters protecting the electric system. The distance from running waters and the sewer system surrounding the building complex provides security against flooding or other damages caused by water; the sewer system enables stormwaters to flush without causing any damage to the building or the equipment placed therein.

There is no high-traffic road in the direct proximity of the building, but the roads in the proximity of the building ensure the fast access to the complex, and problem-free on-site access in the case of transportation. A railway line is situated adjacent to the building.

### **3. Schedule 3: FEES OF HOSTING SERVICES**

The relevant fees of Servergarden's services are available on [www.servergarden.hu](http://www.servergarden.hu) page.

Provider shall be entitled to modify the fees of the ordered services in accordance with the fees of the services published on its website.

Provider shall inform the Clients of the change to the service fees published on the website in a manner identical to the information regarding the amendments to the present GTC. In case of fees determined on a case by case basis, the Provider and the Client shall agree on the fee modification within the framework of an amendment of the underlying service agreement.

### **4. Schedule 4: PHYSICAL ACCESS CONTROL REGULATIONS**

#### **Purpose of the process description**

The purpose of the regulation is to protect the information technology devices placed in the data centers (1101 Budapest Expo tér 5-7) against unauthorized physical access, and to set out the access-related activities, and the responsibility for the tasks completed.

#### **Scope of the process description**

The scope of the regulation shall cover the server rooms of the Provider set out in Section 1.1 (hereinafter: Servergarden server room), as well as the information technology devices operating therein.

The personal scope of the regulation shall cover the employees of the Provider.

#### **Definitions and terms**

Within the context of the present regulations, information technology devices of the Provider Servergarden shall mean those computers of general and special purpose, the peripherals and other accessories thereof, which are owned by the Provider and operate in the Servergarden server rooms (data centers).

Within the context of the present regulations, external information technology devices shall mean those computers of general and special purpose, the peripherals and accessories thereof, for which the Provider provides the server room environment needed for the operation in the Servergarden server room within the framework of an agreement.

Within the context of the present regulations, Servergarden coworkers shall mean those employees and contractual partners of the Provider, who have been entrusted to operate the information technology devices in Servergarden.

Within the context of the present regulations, Client shall mean a legal or natural person, or any other organization without legal personality, in contractual relationship with the Provider, for whom or which the Provider provides hosting service.

Within the context of the present regulations, external worker shall mean those employees and contractual partners of the Client, to whom the Client authorized the physical access to its information technology devices at Servergarden, and in the case of the devices owned by the Provider, external worker shall mean those Provider coworkers, to whom the Provider authorized the physical access to the information technology devices at Servergarden, and who are not employed by Servergarden.

Within the context of the present regulations, maintainers shall mean those employees and contractual partners of the Provider, who carry out the activities related to the provision of the server room infrastructure.

## **General instructions and rules of use**

Servergarden coworkers and external workers are allowed to stay in the Servergarden server rooms only for the purpose of working.

Entry into the datacenter of Servergarden shall be logged in all cases.

External workers are allowed to stay in the Servergarden server rooms only if accompanied by a Servergarden coworker. In case of entry by external workers, the accompanying Servergarden coworker shall always check the identity and access right of the entrant in all cases.

Upon the detection of any acts violating the present regulations or the consequences thereof the manager of Servergarden shall be notified and the event shall be recorded in the security log.

## **Order of entry to the Servergarden server room**

Each coworker shall use their personal magnetic card or entry permit (pass) for entering the Servergarden server room, even if more persons enter at the same time.

In the lack of magnetic card or entry permit (pass) even the Servergarden employee is allowed to enter only if accompanied by another Servergarden employee – having a magnetic card or entry permit (pass) – and the entry shall be logged.

Each coworker shall use their personal code for activating and suppressing the alarm system.

The door of the Servergarden server room shall be held open only during the time necessary for the entry/exit, and it shall be ensured that the door is properly closed.

The moving of the computers and server room equipment in or out of the server room shall be organized in a way to ensure that the doors opened due to the moving shall be continuously supervised by at least one Servergarden coworker. In case during the moving persons other than Servergarden coworkers also have to enter the server room, it shall be ensured that after the completion of the moving no unauthorized person remained in the server room.

In case the security system signs that the door remained open, the Servergarden system administrator on duty shall ensure that no unauthorized person entered the server room.

## **Order of entry to the Servergarden server room in the event of emergency**

In the event of a fire alarm, after the sound of the alarm signal the opening of the door of the server room may be attempted only if,

- somebody is present in the server room,
- it can be assumed that somebody is present in the server room.

In the event of power outage, the fault of the access control system or security system, the Servergarden employees on duty shall prevent the entry into the Servergarden server room in person, to this end the duty in the Servergarden server room shall be organized in a way that the attempt of unauthorized access shall be perceivable.

In the event of emergency no external worker shall enter the server room. In the event of emergency the Servergarden employees are allowed to stay only for the purpose of life saving, the remediation of emergency, and for the prevention of unauthorized entry.



It is prohibited to remove computers and equipment from the server room in the event of emergency.

### **Order of opening of the rack cabinets**

The rack cabinets of the server room shall be kept locked; the rack cabinets shall be opened and closed only by the Servergarden coworkers.

The rack cabinets shall be opened only for the duration of the work.

External workers may have access to their own equipment operating in the rack cabinet only with the presence of a Servergarden coworker. The keys of the rack cabinets shall not be handed over to external workers.

Only those rack cabinets shall be opened to the external worker, for which the subject external worker has the permit.

### **Moving, repairing of devices**

External workers may move in and out the devices of the Client only with the written authorization of the Client. The written authorization can be given for the subject case, or for the term of the assignment of the external worker.

New computers may be placed in the server room only upon the presentation of the facsimile of the underlying agreement, and with the specification of the hardware configuration.

Servergarden coworkers may move in and out the devices of the Client only with written authorization given for the subject case, provided that the present GTC does not provide otherwise.

Repairs in the server rooms of Servergarden may take place only with the replacement of the affected module. Repairs of a larger scale may take place in the preparatory room of the server room.

In case of the final failure of the storage device or media owned by Servergarden, provision shall be made for the destruction of the device. The manager of Servergarden shall order the destruction of the device or media.

The devices or modules may be moved in and out only with the delivery note, where the clearly identifiable marking of the device or module shall be specified.

The modification of the device configuration, the internal moving of the devices or modules shall be documented, where the clearly identifiable marking of the device or module shall be specified.

Devices, modules or components can be taken in or out of the storage of Servergarden only by the manager or warehouse clerk of Servergarden.

### **Security logging**

The entry into the server room, as well as the moving of devices in or out of the server room shall be logged.

The entry and exit of Servergarden coworkers shall be logged in the Security Log.

In case of entry and exit of external workers and maintenance personnel the following data shall be recorded: the date and time of entry and exit, the purpose of stay in the server room, the identifier of the rack cabinet(s) opened, name of the accompanying Servergarden coworker, the parameters

enabling the clear identification of the external worker or maintenance person (name, ID card number, company name).

In case devices are moved, the following data shall be recorded: date and time of moving in or out, manufacturer, type, serial number, other parameter capable of identification of the device, the facsimile of the authorization (if authorization was given) and the log number in the case of electronic logging.

The granting, cancellation, modification of access rights shall be logged with the specification of the affected person, the modification of the access right as well as the date and time.

The comments made and measures taken in the course of the review of the Security Log and its schedules shall be logged with the specification of the person of the reviewer, the date and time of the review, the outcome of the review and the measures taken.

Any events in violation of the rules shall be logged with the specification of

- the person detecting the event,
- the date and time of detecting the event, and
- the irregular event.

It is prohibited to subsequently modify the entries of the log.

The copy of the log entries, after the entry was made, shall be forwarded to the location specified by the manager of Servergarden for the purpose of archiving.

One hard copy or electronic version of the log shall be available in the server room.

The logs of the access control system shall be requested from the security service and shall be attached to all copies of the log.

The log entries shall be stored for at least 5 years from the date thereof.

## **Order of notification**

In the occurrence of any event violating any provision of the present regulations the manager of Servergarden shall be notified, as well as the system administrator on duty, provided that not this system administrator detected the event.

In case the attempt of unauthorized access is against a device or system of any Client, the subject Client shall be notified of such attempt.

## **Responsibilities, powers**

### **Authorization**

Only the manager of Servergarden shall be entitled to permanently permit the access to the Servergarden server room, and the revoking of the permit is the power and duty of the manager of Servergarden. The list of persons with permanent access permit shall be posted in a visible place in the server room.

The granting of the access permit for an external worker shall be subject to the issuance of a duly signed statement by the Client as to the person and powers of the external worker. The manager of

Servergarden shall permit the access of external workers, or makes arrangements for revoking the permit, if necessary. The list of external workers with access permit shall be attached to the log as a schedule, and shall be updated continuously.

The moving of devices not owned by Servergarden shall be authorized by the owner of the device.

### **Responsibility**

The manager of Servergarden or his agent shall be responsible for the regular checking of the proper operation of the access control system/security log, and for checking whether the responsible colleagues are capable of operating the system in accordance with the regulations.

The Servergarden coworkers shall be responsible for the security supervision of the persons accompanied or admitted by them into the server room, for logging the security events came to their knowledge, and for notifying the competent persons.

### **Auditing**

The log entries, the access logs shall be supervised regularly or in case of security issues in order to detect the attempts of unauthorized access.

Amendments and exceptions

The written consent of the manager of Servergarden shall be required for any divergence from, or amendment to the regulations.

### **Use of the network**

The Provider shall manage the personal data of the Client securely.

The Client shall, within 5 business days, inform the Provider of any changes that may affect any activity set out in the present agreement.

The Client shall do its best in order to ensure that only controlled services are operating on the server computers placed by the Client.

The Client shall bear full financial and moral responsibility for the financial and moral damages caused directly by, or by the server placed by, the Client.

The Provider may take countermeasures and introduce restrictions in order to prevent, deter or protect against attacks against the Client; and shall inform the Client thereof. The measures shall only serve for protection.

In case of incoming or outgoing traffic of an extreme volume to, or from, the Client, the Provider shall be entitled to limit the access to the server without separate notification. In case of incoming (D)DOS attack, subject to the direction of the incoming traffic, this may result in a blackhole request announced to the transit providers, or a full blockage (from BIX and transit directions). In case the traffic originates from the Client, this may result in the limitation of the bandwidth of the Client, the blocking of the availability of specific domains, or by providing full access. The Provider lifts these restrictions to the request of the Client, in case of unwanted traffic originating from the Client, after the troubleshooting on the side of the Client, and in case of incoming (D)DOS traffic, with an attempted release by 4 hours, then shall notify the Client of the result, but shall re-enact these restrictive measures without any delay in case the unwanted traffic still persists.

After the assessment of the volume of the traffic, the Provider shall have the right to limit specific ports/packets, but the application of this setting is subject to the individual assessment of the Provider following the request of the Client, since this type of filtering cannot be provided by default as a part of the services used.

The Provider shall not be liable for the external attacks arriving from, or suffered by, the Client.

The Client shall be liable for the attacks initiated from the Client, irrespective whether such attacks affect the Provider or any third party.

The Provider shall not filter the traffic, save for on the basis of the agreement of the Parties: for the prevention, protection and deterring of attacks and for the uninterrupted provision of the service.

Handling of abuse complaints.

In case the Client endangers or hinders the proper operation of the network of the Provider, Provider shall be entitled to restrict its services. Those services shall be restricted, on which the abuse has been detected, or about which an external complaint has been received. If possible, the Provider shall apply port restriction in response to the abuse, in case it is not possible, then Provider shall suspend the entire affected network connection.

Client shall eliminate the activity threatening the network within a reaction time of 1 hour in business hours (Mon-Fri 8:00-17:00), and within 2 hours out of business hours. Provider shall, by default, notify the Client of the network abuse in a ticket, and then if no change occurs within 20 minutes, Provider shall call the contact telephone number specified in the service agreement. In the event no change occurs until the elapse of the reaction time, Provider shall impose a restriction, and Provider shall, without any delay, notify the Client of the restriction – in e-mail or by telephone. The Provider may also introduce such restrictions on the basis of a legal provision or a resolution of an authority.

The Provider shall use its best endeavors in order to revoke the above restrictions on the day following learning of the cessation of the reason of the restriction at the latest.

In case the activity of the Client violates the rules and directives set out in the present agreement and its schedule, the Provider shall have the right to terminate the service without any delay, and without any advance warning.

With the signature of the present agreement the Client accepts that it is prohibited to:

- abuse the network resources and thereby to impair the performance of the network,
- use the service in a way infringing the law,
- violate the directives of any network location, to which the Client connects through the network of the Provider,
- impair the security of any other computer network,
- access or attempt to access any network location without authorization,
- use the account/access of any other user without authorization, or to restrict/prevent the user in the use of his account/access,

- intentionally overload, disrupt the operation of any network device,
  - intentionally distribute or threaten anybody with the distribution of computer viruses,
  - use the service for activity capable of defamation, libel, unfair activity, for using deceit, deception, or trickery,
  - threat or intimidate others through the service,
  - use the service for an activity resulting in any infringement of copyrights,
  - collect data from other users without the prior consent of the user (“sniffing”)
- The Provider shall be entitled to monitor the traffic of the network to the effect of the events negatively affecting the security and uninterrupted operation of the network, and in order to ensure the secure and uninterrupted operation of the network; the Provider shall be entitled to use the information collected this way only for the purpose identical to those of the traffic monitoring.
- For reasons of invoicing and security, the Provider shall be entitled to regularly record data pertaining to the data traffic of the Client; Provider shall treat such data as business secret and use them only for the above purposes.

### **Electronic mailing**

With the signature of the present agreement the Client accepts that it is prohibited to:

- use the network of the Provider for sending unsolicited electronic mails,
- use the network of the Provider for collecting replies to unsolicited electronic mails,
- advertise any product or service in a way infringing the law through the network of the Provider,
- advertise the web pages stored on the servers placed by the Client, in a manner which may violate the present guidelines of service,
- alter or remove the headers of e-mails in any way,
- send mailing bombs for the purpose of restricting the user access,
- send “snowball” mails through the network of the Provider.