

COLOCATION SERVICES TERMS OF USE

Version 2.0 - Date: 20/02/2020

DEFINITIONS

- **Colocation Services:** Any colocation service provided to the Customer by Lamda Hellix.
- **Customer:** Any Lamda Hellix customer that receives Colocation Services.
- **Space:** The physical space allocated to the Customer in the context of the provided Colocation Services.
- **(Customer) Equipment:** Any equipment that belongs to the Customer (or to its own customers), installed by the Customer within its allocated Space.
- **(Lamda Hellix) Infrastructure:** Any Lamda Hellix infrastructure or equipment which implements or supports the provided Colocation Services.
- **Facility:** Every Lamda Hellix mission critical Facility, including its surroundings.

COLOCATION SERVICES

Colocation Services include:

- Hosting services including power, electricity, cooling and other support services.
- Interconnection services within Lamda Hellix data center campus, between the racks of the Customer or with other Customers, directly or through MMR.
- Smart Hands services.
- Special hosting services (e.g. installation of antennas on the terrace, of external cables etc.).

The following terms of use apply to the Colocation Services:

PHYSICAL ACCESS

1. The Customer designates in writing one or more Access Permit Managers, who specify in writing the persons that are permitted to enter the Facilities on Customer's behalf and access its Space. Access permits may be permanent or temporal, i.e. valid for specific time duration.
2. Lamda Hellix may prohibit the entrance to the Facilities to persons without an appropriate, valid access permit. Lamda Hellix bears no responsibility for the consequences of this prohibition (e.g. failure or delay in the performing the corresponding physical works).
3. Physical access to the Facilities and physical works performed within them are governed by the effective version of the Facility Rules, posted at Lamda Hellix website, <https://www.lamdahellix.com/>. The Customer makes sure that the persons visiting the Facilities on its behalf are aware in advance of the fact that they must consent to those rules in order to enter the Facilities and takes full responsibility in case they don't abide.

SPACE

4. Lamda Hellix reserves the right to access the Customer's Space (suites, cages, racks etc.) throughout the duration of the Colocation Services and solely for the purpose of provisioning, operation or debugging of those Colocation Services. Except in cases of emergency (e.g. fire), it is explicitly stated that Lamda Hellix will never install, modify or interfere with the Customer's equipment without prior Customer's consent.
5. Lamda Hellix reserves the right, upon written notice of at least 30 calendar days, to relocate the Space where the Colocation Services are provided to the Customer, asking the latter to move the affected

Equipment. The time of the relocation will be agreed with the Customer and every reasonable effort will be made to achieve the minimum disruption for the latter. Costs and expenses arising from this relocation will be covered by Lamda Hellix.

6. The Infrastructure is exclusively managed and maintained by Lamda Hellix. If the Customer notices that the Infrastructure needs to be serviced or repaired, Lamda Hellix should be notified in writing so as to proceed to the relevant actions. Should such works become necessary after the Customer's act or omission, the Customer shall pay the cost of the repair.

USE

7. The Customer may use the Colocation Services and the Infrastructure provided by Lamda Hellix (rack, power supply, PDUs etc.) only in the appropriate manner and only for lawful purposes. It is prohibited to use the Space in a way other than the anticipated, to use a power feed other than the allocated or adjust or modify the Infrastructure in order to alter the provided Colocation Services.
8. The Customer is required to install its Equipment according to the instructions of Lamda Hellix personnel and in a way consistent to the technical design of the Facilities and Infrastructure. The proper use of cold and hot aisles is crucial, including directing the hot air flow towards the hot aisle and using blanking panels to seal unused rack slots towards the cold aisle. Storage of flammable materials such as packaging or stationery within the Space of the Customer, is explicitly forbidden.
9. The Customer must ensure that its Equipment adheres to the applicable specifications of the Greek and European legislation, is always in the mint operating condition and it is properly insured in accordance to its contract with Lamda Hellix.
10. The Customer must comply to instructions of Lamda Hellix personnel in case of any electromagnetic interference of its Equipment towards third party equipment. Permanent use of wifi, Bluetooth etc. by the Customer's Equipment without prior written consent of Lamda Hellix is prohibited. The use of wifi is exclusively allowed for guest's equipment (cell phones, tablets, laptops) during their visit, solely for purposes related to their visit, and only through the guest wireless network provided by Lamda Hellix.
11. Closed Circuit Television (CCTV) installations are only permitted with the written consent of Lamda Hellix and provided that they supervise solely the interior of the Customer's Space. Sound monitoring of the surrounding space and audio recording are entirely prohibited.
12. The Customer must maintain its Space clean and tidy, its Equipment and cables in order within the rack and the rack doors shut and locked. The Customer should immediately remove and dispose its garbage. Lamda Hellix reserves the right to dispose any garbage left at the Facility in violation of the foregoing with costs incurred by the Customer.
13. Lamda Hellix does not control and cannot be aware of the way that the Customer is using the Colocation Services since it has no access to the Customer's Equipment, software, applications or data hosted within the Customer's Space. Lamda Hellix has no responsibility upon the usage of the Colocation Services or the provided Space, the Equipment of the Customer, the software running on it, the licenses, the data stored, processed or transmitted, the services that the Customer provides, the legitimacy of those services, the compliance of the copyright legislation etc.
14. The use of Colocation Services does not constitute in any way a lease or rent of property or real estate.

POWER – ENERGY – COOLING

15. The Customer must maintain the power or energy consumption of its Equipment within the commercially agreed limits and below the maximum agreed power level. Violation of the maximum agreed power level may cause disruptions or deviations from the guaranteed service levels of the electric power and cooling services, for which Lamda Hellix is not to be held responsible. In the event of a regular breach of the commercial agreement or the maximum power lever, the Customer is obliged to extend the commercial agreement accordingly.
16. In case the Customer performs an action that may result in a consumption change greater than 0.5KVA, such as the installation of

new equipment, the massive power-up of inactive equipment etc., Lamda Hellix must be informed adequately in advance, in order for the latter to make any necessary adjustments to the cooling of the Space.

MODIFICATION OF THESE TERMS

17. Lamda Hellix reserves the right to unilaterally modify these terms at any time. The updated version of the Terms of Use is posted at Lamda Hellix website, <https://www.lamdahellix.com/>. Each new version is effective immediately, unless stated otherwise in the relevant contract between Lamda Hellix and the Customer.



LAMDA HELLIX
DATA CENTERS