This Service Specification Schedule sets out the specifications of Services provided by GIG.TECH, and further details Customer's and GIG.TECH's obligations in connection with such Services. GIG.TECH's Sales Terms and Conditions, Support and Service Levels and policies and guidelines with respect to the use of its Services (the "Policies") are also part of the Sales Contract and apply to the Services and any Equipment provided by GIG.TECH.

CHAPTER A. DEFINITIONS

1. DEFINITIONS

1.1. All words capitalized herein that are defined in the Sales Terms and Conditions, the Support and Service Levels and the Policies shall have the meaning assigned to them therein; other capitalized words shall have the following meaning:

95th Percentile means the outcome of the mathematical calculation to evaluate the regular and sustained utilization of a connection, according to which: the monthly samples are sorted; the top 5% (approximately 450) samples are discarded; and the highest remaining value is used as the basis for the Service Fee for that month.

Circuit means a point-to-point connection.

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

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

Committed Bandwidth means the Bandwidth usage committed to by Customer on a monthly basis, as specified in the Contract Overview

Committed Data Traffic means the Data Traffic committed to by Customer on a monthly basis, as specified in the Contract Overview

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

Connection Port means the GIG.TECH provided dedicated physical connection into the Network for the use of the Customer and exchange of Customer's traffic. Customer can not exceed the physical port size set out in the Contract Overview.

DDoS means Distributed Denial of Service; a DDoS attack is a cyber-attack where the perpetrator seeks to make a machine or network resource unavailable to its intended users, such as to temporarily or indefinitely interrupt or suspend services of a host connected to the Internet.

Demarcation Points means the handover point at which Customer shall have access to the Ethernet Service.

Ethernet Service means a Service providing Circuits carrying traffic between Demarcation Points within the GIG.TECH Network and provides the possibility to create a private network that connects two (2) or more racks in GIG.TECH Data Centers. Unless otherwise agreed between Parties in writing, the Ethernet Service shall not include Cross-Connects.

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

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

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

Floating IP address is a dynamically re-routable Internet protocol address.

Footprint means a specific area of floor space in a Data Center, indicated and specified by GIG.TECH, for the placement of Customer's Rack. **GB** means 1×10^9 bytes.

Gbps or **Gbit** means 1×10^9 bits per second.

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

Inbound Traffic means the datastream from the Internet to the Customer's infrastructure.

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

Instance means a virtual machine instance in which the hardware of a machine is virtualized. The Instance runs on a Cloud Platform. **IP Connectivity** means a connection to the Internet, the Service described and specified in Chapter B.

IP means internet protocol address.

GIG.TECH Cloud Connect means the GIG.TECH provided Service which allows Customer to connect its infrastructure in a third-party Cloud provider to its GIG.TECH infrastructure through Private Network.

Managed Private Cloud means a Cloud Platfom that is custom built by GIG.TECH for Customer and which is dedicated in part or in its entirety for Customer's use.

MB means 1×10^6 bytes.

Mbps or Mbit means 1×10^6 bits per second.

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

Metro Area means a city and its surrounding suburbs.

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

Outbound Traffic means the datastream from the Customer's infrastructure to the Internet.

Pps means packets per second.

Protected Circuit means a Wavelength Service that has sufficient means of switching to an alternate path in order to maintain or restore the Wavelength Service in the event of an interruption on the main path.

Public Cloud Service means a Service provided by GIG.TECH consisting of the provision of one or more Instances. For the avoidance of doubt, Public Cloud Service shall include the Services offered by GIG.TECH under the name "Virtual Server" and "Cloud Server" that is offered under the brand Whitesky.cloud

Private Cloud Service means (as appropriate) the Service provided by GIG.TECH consisting of the provision of (i) a Managed Private Cloud, and/or (ii) a Private Cloud Resource Pool.

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

Private Network means the connection between two GIG.TECH Services in the same Data center which allows data exchange between them and it is not using the internet.

Rack means a cabinet or rack or a dedicated Footprint.

Scrubbing Thresholds are used in the DDoS IP Protection Service to determine if DDoS attack traffic to an IP address is scrubbed (attack size < Scrubbing Threshold) or if the attacked IP address is null-routed (attack size > Scrubbing Threshold). Scrubbing Thresholds are measured in Gbps for TCP and UDP volumetric attacks and in Pps for protocol-based attacks.

TB means 1×10^{12} bytes.

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

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

CHAPTER B. IP CONNECTIVITY

2. SERVICES

2.1. Customer may resell the IP Connectivity to its End Users, but shall not resell IP Connectivity in its entirety to a single End User without GIG.TECH's prior written approval, which may be granted or withheld in GIG.TECH's sole discretion.

2.2. Unless otherwise approved by GIG.TECH in writing, Customer is only permitted to use GIG.TECH provided connectivity options for Colocated Equipment, Instances and Dedicated Equipment.

3. BANDWIDTH AND DATA TRAFFIC

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

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

3.2. Extra Data Traffic and Extra Bandwidth will be charged to Customer in accordance with the 'surcharge rate' specified in the Contract Overview, or in the absence thereof, in accordance with GIG.TECH's standard rates.

3.3. The IP Connectivity Service is billed to Customer on a per server or on an aggregated basis, as set forth in the Contract Overview.

3.4. Customer shall not be entitled to receive any compensation or restitution in the event the Utilized Data Traffic or Utilized Bandwidth falls below the Committed Data Traffic or Committed Bandwidth respectively, nor is Customer entitled to transfer any unused parts of the Committed Data Traffic or Committed Bandwidth to another month or to Dedicated Equipment/Instances other than for which the Committed Data Traffic or Committed Bandwidth applies.

3.5. Utilized Data Traffic shall (for the purpose of determining the Service Fee) be rounded up to the full GB upwards.

3.6. For IP Connectivity Services with Committed Data Traffic of 100TB or 250TB, the following shall apply: (a) the IP Connectiviy Service is based on a limited time offering, and GIG.TECH may (prematurely) cancel, modify, or withdraw said Service at any time, after fourteen (14) days' notice to Customer, (b) the IP Connectivity Service is provisioned to end-user Customers only and may not be resold, shared, or loaned by Customer to any 3rd party, and (c) Customer shall not be entitled to use the IP Connectiviy Service for the purpose of operating content delivery networks and/or streaming media services.

4. UPGRADE / DOWNGRADE / SWITCH

4.1. Subject to the provisions of the Contract Modification procedure set forth in Clause 5 of the Sales Terms and Conditions and the provisions of this Clause 4, Customer may request an upgrade/downgrade/switch with respect to IP Connectivity.

4.2. Subject to GIG.TECH having sufficient capacity at the time of Customer's request, and without prejudice to the provisions of the Contract Modification procedure, Customer may request to upgrade the Committed Data Traffic or Committed Bandwidth at any time. If GIG.TECH has determined that it has sufficient capacity to accept Customers request, the upgrade will become effective: (a) the first day of the month in which GIG.TECH has accepted Customer's request, in the event that Customer's written request was received by GIG.TECH before the 20th day

of that month; or (b) the first day of the month following the month in which GIG.TECH has accepted Customer's request, in the event that the Customer's request was received by GIG.TECH on or after the 20th day of that month.

4.3. Customer is allowed to downgrade the Committed Data Traffic or Committed Bandwidth at the end of the Initial Term or renewal Term of the applicable Contract.

4.4. Without prejudice to the generality of the provisions set forth above in Clause 4.1, Customer shall not be entitled to switch between Data Traffic and/or Bandwidth, unless such switch has been accepted in writing by an authorized representative of GIG.TECH.

5. MONITORING

5.1. GIG.TECH's monitoring platform measures Customer's Inbound Traffic and Outbound Traffic every 5 minutes at the Interconnection Point. GIG.TECH's Service Fees shall be based on this data.

6. USE OF IPS

6.1. IP Connectivity includes the number of GIG.TECH IPs as specified in the Contract Overview GIG.TECH may make additional IPs available to Customer, subject to an additional Service Fee.

6.2. Customer is aware that a shortage of IPv4 IPs exists. Customer shall therefore use IPv4 IPs in a conservative manner as this is being propagated by the IANA and its RIR's (Regional Internet Registries).

6.3. Customer shall only use GIG.TECH IPs that have been assigned by GIG.TECH to Customer in writing.

6.4. Customer shall only have the temporary right of use of IPs and shall not be entitled to transfer the IPs to another internet service provider. Upon a written notice of at least two (2) months: (i) GIG.TECH may exchange the IPs that are being used by Customer; and/or (ii) in case (in GIG.TECH's sole determination) an excessive number of GIG.TECH IPs has been assigned to Customer, GIG.TECH shall be entitled to decrease the number of IPs.

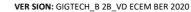# CHAPTER C. DEDICATED EQUIPMENT

8. DEDICATED EQUIPMENT

8.1. With respect to all Dedicated Equipment, GIG.TECH shall at any time be entitled to replace Equipment, with alternative Equipment, provided that (i) the technical specifications of such alternative Equipment are (in GIG.TECH's sole determination) equal to, or equivalent to, or better than the technical specifications of the Equipment specified in the Contract Overview; and (ii) this shall (unless otherwise agreed) not result in an increase in the Service Fees for lease of the Dedicated Equipment.

8.2. In respect of Dedicated Equipment provided by GIG.TECH, the Initial Software Installation will be performed by GIG.TECH on a best efforts basis. GIG.TECH is not liable to Customer for any damage resulting from any incorrect Initial Software Installation, unless such damage is the direct result of gross negligence or wilful misconduct on the part of GIG.TECH.

8.3. Subject only to any agreed Initial Software Installation by GIG.TECH and the restoration of the OS under the Support and Service Levels, Customer shall as of the Delivery Date referenced in clause 6.3 of the Sales Terms and Conditions be fully and solely liable as well as responsible for (i) any corrective and preventive maintenance, installation, updating, monitoring and configuration of the software (including the OS) installed on the Dedicated Equipment, (ii) supporting, updating, configuring and managing Dedicated Equipment, (iii) migration of customer's systems and data from and to the Dedicated Equipment, (iv) disaster recovery arrangements for the systems and data stored on the Dedicated Equipment, and (v) backing up the systems and data stored on the Dedicated Equipment.

8.4. If Customer has a Contract for lease of Equipment on a hourly billing basis, the lease duration (for the purpose of determining the Service Fee) shall be rounded up to the full hour upwards.

8.5. GIG.TECH will charge Customer for all data Traffic generated from and to the Dedicated Equipment in accordance with Chapter B (IP Connectivity), with the exception of traffic between Customer's Dedicated Equipment for which Customer has ordered and configured, the private networking option.

8.6. GIG.TECH may discontinue Equipment offerings at any time without prior notice to Customer.

8.7. GIG.TECH will not touch, maintain, use, upgrade, repair or operate Dedicated Equipment, except as required: (i) as part of Standard Support and Advanced Support Services provided by GIG.TECH, and/or (ii) in an Emergency; and/or (iii) for security purposes, and/or (iv) to comply with an order or ruling or decision or approval from a court, any law enforcement authority or any (other) governmental authority; (v) to relocate or replace Equipment in accordance with the terms of the Sales Contract and/or (vi) to enforce the Policies.

CHAPTER D. COLOCATION SERVICE

9. HOUSING SPACE

9.1. GIG.TECH licenses Housing Space set forth in the Contract Overview to Customer subject to the Sales Terms and Conditions herein, for the purpose of installing, operating, and maintaining Colocated Equipment therein.

9.2. Customer's use of the Housing Space shall at all times be subject to this Chapter and the conduct standards and operational procedures for the Data Center as amended from time to time and as published and/or made available to Customer by GIG.TECH in writing. Customer shall ensure that its employees, agents, contractors, End Users and invitees will receive and will comply with these standards and procedures.

9.3. Customer shall not sublicense or resell or otherwise grant any rights to any third party, further to which the third party would be permitted to install or operate equipment in the Housing Space for its own benefit, without written consent from GIG.TECH.

9.4. Customer shall not place or attach its logo or any signs on or in the Data Center or Housing Space without the prior written consent of GIG.TECH, which GIG.TECH may withhold in its sole discretion.

9.5. Housing Space which is not being used by Customer may be used by GIG.TECH for other purposes than operating Colocated Equipment. Upon a two (2) Business day notice by e-mail, GIG.TECH will remove GIG.TECH's Equipment.

9.6. Customer shall not be entitled to use or place its own Rack, except with GIG.TECH's prior written consent. Should GIG.TECH grant such consent, Customer shall ensure that its Rack complies with GIG.TECH's standards, and shall be placed on the Footprint indicated by GIG.TECH.

9.7. Customer shall in no event modify, move, disconnect, replace, or remove any equipment, fixture, or other property of GIG.TECH or any other party in the Data Center. In the event that Customer violates the obligations under this clause, Customer shall, without a notice of default being required, forfeit an immediately due and payable penalty of EUR 25,000 (twenty-five thousand euro) for each such violation, notwithstanding any other rights GIG.TECH may have, such as the right to terminate this Sales Contract and/or the right to claim performance and/or compensation of damages suffered.

9.8. Customer shall give GIG.TECH a prior written notice by e-mail at least two (2) Business days before removing any Colocated Equipment from the Housing Space. GIG.TECH has the right, but not the obligation, to investigate whether the Customer is authorized to remove Colocated Equipment from the Housing Space. GIG.TECH may also prevent Customer from removing any Colocated Equipment, if Customer is in breach of its payment obligations under the Sales Contract.

9.9. GIG.TECH will not touch, maintain, use, upgrade, repair or operate Colocated Equipment, nor will it access the Housing Space, except as required: (i) as part of Remote Hands Services provided by GIG.TECH, and/or (ii) in an Emergency; and/or (iii) for security purposes, and/or (iv) for relocation purposes, in accordance with Clause 15 of the Sales Terms & Conditions; and/or (v) to comply with an order or ruling or decision or approval from a court, any law enforcement authority or any (other) governmental authority; and/or (vi) to enforce the Policies.

9.10. Customer shall not make any alterations to the Housing Space or the Data Center, or make construction changes or material alternations to the interior or exterior portions of the Housing Space or the Data Center, including without limitation the installation of walls, partitions, drop ceilings, lighting, HVAC, plumbing, or any electrical distribution or power supplies.

9.11. Customer shall ensure that all Colocated Equipment shall be rack-mountable, meets industry standards and complies with any applicable safety and other legislation and regulations. In the event in GIG.TECH's opinion the Colocated Equipment causes an Emergency, GIG.TECH shall be entitled to immediately remove such Colocated Equipment without prior notice or warning to Customer and without incurring any liability therefore towards Customer.

10. **INTERCONNECTIONS**

10.1. Customer is not allowed to install and/or have installed any connection other than the connection which has been installed and approved by GIG.TECH. Customer may request from GIG.TECH in writing that GIG.TECH permit another provider with or without a presence in the Data Center in order to establish a connection to the Housing Space. GIG.TECH may grant or deny any such request in its sole discretion.

10.2. In-Data Center Cross-Connects: All physical interconnections to and from Colocated Equipment within the Data Center shall be made by GIG.TECH. Customer may request GIG.TECH to make interconnections between Colocated Equipment and (a) GIG.TECH's equipment; (b) the equipment of any local telecommunication service providers in the Data Center; and/or (c) the equipment of any Customer or provider of Customer's located in the Data Center. GIG.TECH may accept or decline Customer's request in its sole discretion. GIG.TECH shall charge Customer for the cost of all interconnections, as an additional Service Fee. Customer shall coordinate with GIG.TECH the exchange of technical information relating to its interconnection requirements in order for GIG.TECH to provide and install the relevant interconnect facilities. Customer agrees to provide GIG.TECH with at least ten (10) days prior written notice of any interconnection required by Customer. GIG.TECH shall use its best efforts to perform interconnections within fifteen (15) business days after receipt of an interconnection Service Request from Customer, subject to its acceptance of such request.

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

10.4. Local Loop Provisioning Service: In order to utilize data services purchased by Customer from GIG.TECH, Customer may request GIG.TECH to order, provide, and manage local loop connections between Colocated Equipment and local exchange or competitive access providers in the Data Center. GIG.TECH may accept or decline Customer's request in its sole discretion.

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

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

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

11. SERVICE INTERRUPTIONS

11.1. In case of an interruption or failure of any of the electrical power, back-up power, and/or HVAC serving the Housing Space and/or Colocated Equipment, GIG.TECH shall use commercially reasonable efforts to restore the affected Services as soon as possible. If GIG.TECH elects, it may substitute reasonably equivalent Services. Notwithstanding the foregoing, Customer understands and agrees that the utility systems (including the provision and maintenance of a back-up generator, electrical system and equipment, and heating, ventilating and air-conditioning system and equipment) serving the Data Center and the Housing Space may be the responsibility of third parties from whom GIG.TECH leases or licenses the Data Center, and that such systems are not within GIG.TECH's responsibility or control. Accordingly, Customer agrees that the Data Center specifications provided to Customer by GIG.TECH are targets only, which GIG.TECH shall use its best efforts to achieve. GIG.TECH shall have no liability to Customer for the unavailability, or failure of the electrical power, back-up power, and/or HVAC serving the Housing Space and/or Colocated Equipment or any utility or other system serving the Data Center and/or the Housing Space, other than the Service Credits as described in the Support and Service Levels.

12. DAMAGE; REPAIR

12.1. Customer shall compensate GIG.TECH for the costs of any damage or destruction caused by Customer, its employees, agents, End Users, contractors, or invitees to the Housing Space, or the Data Center, or to the property of GIG.TECH or any third party. Customer shall pay such amounts to GIG.TECH within five (5) business days of receipt of an invoice for such fees from GIG.TECH. Notwithstanding the foregoing, Customer shall not be responsible for any reasonable wear and tear of the Housing Space caused by Customer's occupancy and use thereof pursuant to this Chapter.

12.2. Customer shall immediately report to GIG.TECH any damage or destruction of the Housing Space, the Data Center, or to the property of GIG.TECH or any third party.

12.3. If the Housing Space becomes damaged by fire or any other casualty, or if Customer's use of the Housing Space is interfered with due to damage to the Data Center, the Services Fees for the Colocation Services payable by Customer shall abate or be reduced proportionately for the period in which, by reason of such damage, there is substantial interference with Customer's use of the Housing Space, to the extent Customer may be required to discontinue its use of the Housing Space. Such abatement or reduction shall end if and when (i) GIG.TECH has substantially restored the Housing Space (exclusive of Customer's fixtures, furnishings, Colocated Equipment and the like or work performed therein by Customer) to substantially the condition in which the Housing Space was in prior to such damage; and/or (ii) the interference with Customer's use of the Housing Space has been eliminated. If the damage cannot reasonably be repaired within thirty (30) days from date on which the damage occurred, or if any part of the Housing Space, or those parts of the Data Center providing access to Housing Space, is taken by an exercise of the right of eminent domain, then either party shall have the right to terminate the Contract by giving written notice to the other of its election so to do.

12.4. Customer shall immediately report to GIG.TECH any damage or destruction of Equipment which is not Customer's property.

13. SPECIFICATIONS

13.1. Housing Space:
   a) Customer Footprint: W x D = 60cm x 100cm (max H = 2200cm)
   b) Customer Rack: W x D x H = 60cm x 90/100cm x 2200cm
   c) GIG.TECH Rack: W x D x H = 60cm x 90/100cm x 2200/2600cm
   d) U = approximately 4,5cm; A GIG.TECH Rack may be used to provide Housing Space to more than one (1) Customer.

13.2. Fire detection and suppression system: Provision of a fire detection and suppression system.

13.3. Power:
   a) Unless specified otherwise in the Contract Overview: no-break 1 x 16 Amps of 230v AC UPS and Diesel generator backed mains power (A feed) per Rack/Footprint.
   b) Should the Contract Overview not mention a Basic Power, the value will be 6.08 Amp (1.4kVA) per Rack/Footprint. If Customer only uses part of the Rack, the included Basic power usage will be determined pro rata; each U represents 1/46 of total Basic Power.
   c) Customer is not allowed to use more power than the Basic Power. Should Customer use more power than the Basic Power usage level, then: (i) Customer shall lower the power usage within three (3) days after being notified by GIG.TECH; and (ii) Customer shall pay a penalty for the power used in excess of the Basic Power of ten (10) times the normal power fee, charged at 0.1 Amp increments.
   d) The A feed shall be used as the main power feed. When available, the B feed shall be used as a backup power feed, and not as an additional main power feed.
   e) The UPS battery back-up system will provide a minimum of 5 minutes of AC power as detailed above.
   f) The diesel generator will provide a minimum of 24 hours of AC power as detailed above, before requiring its fuel to be replenished.
   g) Additional Power Fees: Customer may submit a Change Request to GIG.TECH if additional power is desired. Additional power shall at all times remain subject to availability.

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

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

CHAPTER E. CLOUD SERVICES

14. GENERAL

14.1. Any Initial Software Installation by GIG.TECH will be performed on a best efforts basis. GIG.TECH is not liable to Customer for any damage resulting from any incorrect Initial Software Installation, unless such damage is the direct result of gross negligence or wilful misconduct on the part of GIG.TECH.

14.2. Subject only to any agreed Initial Software Installation by GIG.TECH, and the restoration of the OS under the Support and Service Levels, Customer shall as of the Delivery Date referenced in clause 6.3 of the Sales Terms and Conditions, be fully and solely liable as well as responsible for (i) any corrective and preventive maintenance, installation, updating, monitoring and configuration of the software (including the OS) installed on the Instances, (ii) supporting, updating, configuring and managing an Instance, (iii) migration of customer's systems and data from and to the Instance, (iv) disaster recovery arrangements for the systems and data stored on the Instance, and (v) backing up the systems and data stored on the Instance.

14.3. GIG.TECH reserves the right at all times to select, and throughout the term of the Sales Contract to alter, the (virtualization) technologies and methods (including software and middleware) of the Cloud Platform, in substitution for the technologies and methods set forth in the Contract Overview, provided that: (i) this does not result in an increase of Service Fees, and (ii) this will not result in a decrease of Compute Capacity, memory, and/or storage capacity (in respect of Public Cloud Services) or resources of the Private Cloud Resource Pool (in respect of Private Cloud Services).

14.4. GIG.TECH will charge Customer for all data Traffic generated in connection with the Cloud Services in accordance with Chapter B (IP Connectivity), with the exception of Traffic generated in a private network provided by GIG.TECH or Traffic generated in a private network that is part of a Private Cloud Service.

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

15. PUBLIC CLOUD SERVICES

15.1. GIG.TECH will provision the number and type of Instances described in the relevant Contract Overview as of the Delivery Date. The Contract Overview shall for each Instance set forth the agreed upon: (i) Compute Capacity, (ii) memory, (iii) storage capacity, and (iv) IP Connectivity.

15.2. In respect of Public Cloud Services, the network component, storage and server systems of a Cloud Platfrom are offered to Customer on a shared basis. GIG.TECH shall use reasonable efforts to provide Compute Capacity for Public Cloud Services with an average overbooking factor of no more than 3.5 (measured on a per Cloud Platform basis).

16. PRIVATE CLOUD SERVICES

16.1. GIG.TECH will provide the Private Cloud Resource Pool as identified in the Contract Overview as of the Delivery Date. Customer may freely assign the resources within the Private Cloud Resource Pool to Instances and/or infrastructure components that Customer deploys.

16.2. GIG.TECH shall deliver the Cloud Platform for Managed Private Cloud Services in accordance with the specifications set forth in the Contract Overview, this Service Specifications, the standard GIG.TECH configuration for Managed Private Cloud (as updated from time to time) and all other documentation containing configuration specifications agreed in writing between Parties.

16.3. GIG.TECH shall patch, update and/or upgrade the software of the Cloud Patform with the latest software release supported, tested and validated by GIG.TECH.

17. UPGRADE/DOWNGRADE/CHANGE

17.1. Customer may request an upgrade/downgrade/switch:
   a) in respect of a Public Cloud Instance, of the (i) Compute Capacity, (ii) memory, and (iii) storage capacity; and
   b) in respect of Private Cloud Services, of the resources of the Private Cloud Resource Pool.

17.2. Any upgrade/switch/downgrade shall always be subject to the combinations in which the components set forth in clause 17.1 under a) and the resources of the Private Cloud Resource Pool are offered by GIG.TECH. GIG.TECH may accept or decline the request for the upgrade/switch/downgrade in its sole discretion. An upgrade/switch/downgrade shall at all times be subject to the availability of an upgrade/switch/downgrade option for the respective Cloud Service (as determined by GIG.TECH).

17.3. Any upgrade/downgrade/switch referenced in clause 17.1 shall be subject to the provisions of the Contract modification procedure, Customer shall be allowed to upgrade at any time. Customer is allowed to downgrade at the end of the Initial Term or renewal term of the applicable Sales Contract.

CHAPTER F. GIG.TECH CLOUD CONNECT SERVICES

GIG TECH NV.

18. GENERAL

18.1 GIG.TECH Cloud Connect Services consist of a virtual Circuit which connects Customer's GIG.TECH Services with infrastructure in a third party Cloud provider.

18.2 On or prior to the Delivery Date, GIG.TECH will test the GIG.TECH Cloud Connect Services. If GIG.TECH deems the GIG.TECH Cloud Connect Services to be in conformance with the Contract Overview and the agreed specifications, GIG.TECH will provide a statement to Customer that the GIG.TECH Cloud Connect service is ready for Customer's use.

18.3 Customer must, within 72 hours from the receipt of notification, provide written notice to GIG.TECH that the GIG.TECH Cloud Connect Service does not materially comply with the Contract Overview and the agreed specifications. If such notice is not received by GIG.TECH, the GIG.TECH Cloud Connect Services shall be deemed automatically to be accepted by Customer, resulting in Delivery and Contract Start Date.

18.4 In case GIG.TECH agrees that the Customer notified timely the material default further tests of the GIG.TECH Cloud Connect Services will be scheduled, and a new Delivery Date will be set. Notwithstanding anything to the contrary, minor defaults shall not constitute any nonacceptance or postponement and/or prevention of automatic acceptance as in Clause 18.3, and in addition Customer's use of the GIG.TECH Cloud Connect Services for other purposes than testing purposes will be deemed to constitute automatic acceptance of the GIG.TECH Cloud Connect Services, resulting in Delivery and Contract Start Date.

19. UPGRADE/DOWNGRADE

19.1. Subject to the provisions of the Contract Modification procedure set forth in Clause 5 of the applicable Sales Terms and Conditions, Customer may request an upgrade/downgrade with respect to GIG.TECH Cloud Connect Services.

19.2. Subject to GIG.TECH having sufficient capacity at the time of Customer's request, and without prejudice to the provisions of the Contract Modification procedure, Customer may request to upgrade the Committed Bandwidth at any time. If GIG.TECH has determined that it has sufficient capacity to accept Customers request, the upgrade will become effective: (a) the first day of the month in which GIG.TECH has accepted Customer's request, in the event that Customer's written request was received by GIG.TECH before the 20th day of that month; or (b) the first day of the month following the month in which GIG.TECH has accepted Customer's request, in the event that the Customer's request was received by GIG.TECH on or after the 20th day of that month.

19.3. Customer is allowed to downgrade the Committed Bandwidth at the end of the Initial Term or renewal Term of the applicable Contract.

19.4. Without prejudice to the generality of the provisions set forth above in Clause 19.1, Customer shall not be entitled to switch between Data Traffic and/or Bandwidth, unless such switch has been accepted in writing by an authorized representative of GIG.TECH.

20. SERVICES FEES

20.1. GIG.TECH shall invoice Customer at a pay as u use basis.

CHAPTER H. POINT-TO-POINT CONNECTIVITY SERVICES

23. GENERAL

23.1. GIG.TECH offers Point-to-Point Connectivity Services that can be distinguished into Ethernet Services and Wavelength Service.

23.2. The Ethernet Services can be distinguished into Long-haul Ethernet and Metro Ethernet. Long-haul Ethernet is a connection between two (2) GIG.TECH Data Centers in two (2) different Metro Areas. Metro Ethernet is a connection between two GIG.TECH Data Centers or Network PoPs in the same Metro Area. Ethernet Services apply to Dedicated Equipment in private racks or Colocated Equipment.

23.3. Wavelength Service means the Services consisting of the provision of fiber-optic, transponder based point-to-point connectivity over a dedicated Circuit, which enables end-to-end transportation of a high capacity Ethernet signal between two Connection Ports.

23.4. The specific Point-to-Point Connectivity Service is specified in the Contract Overview.

23.5. On or prior to the Delivery Date, GIG.TECH will test the Point-to-Point Connectivity Service, or cause the Point-to-Point Connectivity Service to be tested. If GIG.TECH deems the Point-to-Point Connectivity Service to be in conformance with the Contract Overview and the agreed specifications, GIG.TECH will provide a statement to Customer that the Point-to-Point Connectivity Service is ready for Customer's use. Customer must, within 72 hours from the receipt of the statement, provide written notice to GIG.TECH of its non-acceptance of the Point-toPoint Connectivity Service on the basis that the Point-to-Point Connectivity Service does not comply with the Contract Overview and the agreed specifications. If a notice of non-acceptance is not (timely) received by GIG.TECH, the Point-to-Point Connectivity Service shall be deemed to be accepted by Customer. Upon timely receipt by GIG.TECH of a notice of non-acceptance, further tests of the Point-to-Point Connectivity Service will be scheduled, and a new Delivery Date will be set. Notwithstanding anything to the contrary, any Customer use of the Point-toPoint Connectivity Service for other purposes than testing purposes will be deemed to constitute acceptance of the Point-to-Point Connectivity Service.

23.6. Customer will use the Point-to-Point Connectivity Services in full compliance with all applicable laws, rules and regulations and all applicable franchises, rights of way, leases, licenses, franchises and contracts and other obligations to third parties with respect to the Network. At Customer's sole cost and expense, Customer will obtain and maintain in effect during the Term all rights, leases, licenses, perm permits and governmental or non-governmental approvals necessary for the use of the Point-to-Point connectivity Services.

23.7. The provisions of clause Chapter D.10 (Interconnections) apply to the Point-to-Point Connectivity Services.

24. SERVICE FEES

24.1. GIG.TECH shall invoice Customer at a pay as u use basis.

24.2. The Service Fees for the Point-to-Point Connectivity Services shall include the following components:
   a) the agreed non-recurring installation and/or setup Service Fees;
   b) the fixed monthly Service Fee shall cover the use of the Point-to-Point Connectivity Service.

24.3. All monthly recurring Service Fees shall be payable as of the Delivery Date and thereafter monthly in advance.

CHAPTER J. OTHER SERVICES

28. FIREWALL AND LOAD BALANCING

28.1. Unless otherwise agreed in the Contract Overview, Customer shall at all times be solely responsible for the configuration and maintenance of all virtual/hardware firewalls and load balancers, irrespective whether such firewall/load balancer is provided or leased by GIG.TECH to Customer.

28.2. Customer may request GIG.TECH to carry out the initial installation of a hardware firewall and/or hardware load balancer. In case said hardware firewall/load balancer is leased by GIG.TECH to Customer, the configuration shall be performed as part of the Advanced Support Services, and in case said firewall and hardware load balancer is part of the Colocated Equipment, the configuration shall be performed as part of the Remote Hands Services.

28.3. Customer may receive or request, as part of the Cloud Services, a virtual firewall and/or load balancer. It shall be Customer's sole responsibility to configure and manage the virtual firewall and/or load balancer. GIG.TECH shall offer the functionality to perform such management and configuration through the Customer Portal.

28.4. Customer understands and agrees that a firewall is only part of the security of Dedicated Equipment, Colocated Equipment or Instances, and that Customer shall be responsible for taking adequate measures to protect its Dedicated Equipment,Colocated Equipment and Instance(s).

28.5. Regardless whether the initial configuration is performed by GIG.TECH, Customer shall be solely responsible for testing whether the hardware/virtual firewall and load balancer is adequately configured.

29. SSL

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

31. DOMAIN NAMES

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

31.2. Customer shall comply with the policies, guidelines, terms and conditions applied from time to time by the organization or entity which shall be responsible for the management (registration and/or distribution and/or giving into use) of an (Internet) domain, such as – for example – ICANN. By registering a domain name through GIG.TECH, Customer shall (in addition to the Sales Contract with GIG.TECH) enter into a Sales Contract with the registry of the relevant domain name. The general terms and conditions used by such registry (as amended from time to time by the registry) shall be an integral part of said Sales Contract with the registry, and Customer agrees to comply in all respects with all provisions set forth in said general terms and conditions.

31.3. As a condition to the continued registration of the domain, Customer must keep the registration information current, complete and accurate.

31.4. In the event Customer's End User is the holder/registrant of a domain name registered through GIG.TECH, Customer represents that it is fully authorized to act on behalf of the End User, and Customer shall indemnify GIG.TECH against all claims and demands of the End User in relation to said domain name(s). Without limiting the generality of the foregoing, Customer's End User may directly request GIG.TECH to perform administrative changes in relation to the domain names registered in its name(including change of address, change of domain name holder, etc), and GIG.TECH may accept and deny such requests in its sole discretion without Customer's consent.

31.5. GIG.TECH does not guarantee that Customer will be able to register or renew a desired domain name, even if an inquiry indicates that a domain name is available for registration, because GIG.TECH cannot know with certainty whether or not the domain name which Customer is seeking to register is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases.

31.6. GIG.TECH's delivery of the domain name registration service depends upon its computer system, the computer system of its subcontractors and the computer system of GIG.TECH's registrar. GIG.TECH does not guarantee that these computer systems are error-free, and GIG.TECH shall in no event be liable vis-à-vis Customer for any damages resulting from errors occurring in these systems.

31.7. GIG.TECH may charge Customer for all administrative actions that Customer or the domain name holder requests GIG.TECH to perform in connection with the domain name.

32. MICROSOFT SOFTWARE

32.1. The use by Customer of Microsoft computer software and associated documents provided to Customer by GIG.TECH, is governed by Microsoft's license terms. The latest version of such license terms are available here: https://www.microsoft.com/en-us/legal/intellectualproperty/copyright/default.aspx. A URL to license terms for the most commonly GIG.TECH-provided Microsoft software is available in the table below:

GIG TECH NV.

MICROSOFT PRODUCT	SKU	DOCUMENT NAME	TERMS
Office Standard (SAL)	021-08183	Office Standard 2013	
SQL Server Standard Edition (Processor)	228-03159	SQL Server Standard 2008 R2	
SQL Server Standard Edition (SAL)	228-05018	SQL Server Standard 2012	
Windows Remote Desktop Services (Replaces Windows Terminal Server) (SAL)	6WC-00002	Windows Server 2012 R2 Datacenter or Windows Server 2012 R2 Standard (as applicable)	
SQL Server 2012 Standard Edition (2 core license pack) (minimum 4 cores per server/CPU)	7NQ-00302	SQL Server Standard 2012	
Hosted Exchange Enterprise (SAL)	9MC-00001	Microsoft Exchange Server 2010 Standard, Enterprise and Trial	
SQL Server Workgroup Edition (Processor)	A5K-01384	SQL Server Workgroup 2008 R2	
SQL Server Workgroup Edition (SAL)	A5K-01396	SQL Server Workgroup 2008 R2	
Visual Studio Professional (SAL)	C5E-00746	Visual Studio 2013 Professional	
SQL Server Business Intelligence edition (SAL)	D2M-00502	SQL Server Business Intelligence 2012	
Hosted Exchange Standard (SAL)	F08-00025	Exchange Server Enterprise 2010 or Exchange Server Standard 2010 (as applicable)	
Core Infrastructure Server (CIS) Suite Datacenter	FUD-00009	Windows Server 2012 R2 Datacenter or Windows Server 2012 R2 Standard (as applicable)	
Windows Server 2008 R2 Web Edition (Processor) (64-bit)	LWA-00135	Windows Web Server 2008 R2	
Windows Server Web Edition (Processor)	LWA-00135	Windows Web Server 2008 R2	
Windows Server Datacenter (Processor)	P71-01031	Windows Server 2012 R2 Datacenter	
Windows Server Enterprise (Processor)	P72-04169	Windows Server 2008 R2 Enterprise	
Windows Server Standard (SAL)	P73-03408	Windows Server 2008 R2 Standard	
Windows Server 2012 Standard (Processor) (64bit)	P73-04837	Windows Server 2012 Standard	
Windows Server Standard (Processor)	P73-04837	Windows Server 2012 R2 Standard	
Windows Server 2008 R2 Standard With SCOM (Processor) (64-bit)	P73-05075	Windows Server 2008 R2 Standard	
SQL Server 2008 Web Edition (Processor)	TFA-00009	SQL Server Web 2008	
SQL Server 2012 Web Edition (2 core license pack) (minimum 4 cores per server/ CPU)	TFA-00523	SQL Server Web 2012	

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

32.3. For any Microsoft software used by Customer or its End User on a Dedicated Equipment or Instance in a Data Center (regardless whether provided by GIG.TECH), Customer must immediately upon request of GIG.TECH, sufficiently demonstrate to GIG.TECH's satisfaction, that it is auhorised to use such software and that it or the End User uses such software in accordance with Microsoft's license terms.