

Service Description – Remote Hands

1 Recitals

The Remote Hands service (hereinafter the “RH Service”) is provided at the Customer’s request. The RH service offers immediate technical support to the Customer equipment located at the Provider’s Data Centres and preparation work before or during the installation of the Customer equipment in the Data Centre. The RH service is provided for all (passive or active) Customer equipment that is managed by the Customer and located at the CE Colo Data Centres.

As part of the RH service, the Provider’s technician provides basic support for the Customer equipment, such as basic configuration of the equipment (e.g. using a console), switching equipment on and off, setting up switches, pressing buttons and reading the display of equipment. The RH service is provided for equipment of all manufacturers and types. Activities expressly requested by the Customer are provided as part of the RH service. The scope of these activities is also based on the specific instructions of the Customer. The Provider’s technicians have a breadth of knowledge in providing support for ICT equipment. The RH service does not include the installation of Customer equipment. The RH service is only performed on the Customer equipment designated.

2 Rapid Response (RH)

The RH service is provided to the Customer 24x7. The RH service is provided to the Customer by the Provider’s technicians stationed directly in the Data Centre, and therefore the usual response time to RH service requests submitted by the Customer is a maximum of 1 hour, provided that the Customer makes the request during the regular business hours, but no later than 1 hour before the end of the business hours. The usual response time for requests made outside of regular business hours or less than 1 hour before the end of the usual business hours is a maximum of 2 hours from the Customer having made the request. The price for the provision of the RH service as agreed in the Customer Order Forms is charged to the Customer. This ensures that the RH service will be high-quality and promptly rendered. Customers requesting regular response in relation to their equipment, i.e. regular provision of the RH service (during and outside of business hours), may pre-pay for the RH service as part of the agreed regular monthly price of the RH service. In addition to the regular monthly price of the RH service, the Customers also pay to the Provider the hourly rate for the provision of particular activities as part of the provision of the RH service agreed in advance. The Provider always charges to the Customers at least 1 hour and, after that, every commenced 30 minutes. Customers may also agree on a regular monthly price for the RH service that will include a fixed number of hours in which the RH service will be provided during the agreed billing period, which will provide the Customer with the advantage of a lower hourly rate (when re-calculated on a per-hour basis). Where a regular monthly price has been agreed, no unused hours of the RH service will roll over to the next billing period.

3 Pre-scheduled Work

In the case of any extensive or complex Customer requests concerning the provision of the RH service, the Provider will, at first, submit the estimated budget and information on the scope of the services provided as part of the RH service, including a time schedule, to the Customer. If a written agreement is made as regards the estimated budget, the scope of the activities provided as part of the RH service and the time schedule, the Provider will perform the requested activities without any delay. In the case of such extensive and complex Customer requests, these activities may also include the installation and configuration of equipment, including the handling of any related problems. In the case of simple requests (such as the installation of a single server), it is sufficient to submit a request at least 24 hours in advance. The Provider will charge the agreed hourly rate for the performance of such simple activities. The Provider will perform these simple activities as part of the provision of the RH service only during business hours, unless expressly agreed otherwise between the Parties.

4 Liability

The Provider undertakes to use all reasonable efforts to comply with the Customer requests for the provision of the RH service; however, the Provider does not, in any case, bear any liability for the outcomes of the activities performed as part of the provision of the RH service that were performed on the basis of an express instruction from the Customer, both instructions submitted before the provision of the RH service and the instructions submitted to the Provider by the Customer during the provision of the RH service – this shall also apply to situations where the Provider should or could have been aware of the unsuitability of such instructions of the Customer. The Customer is not obliged, in any case, to inform the Customer of the unsuitability of the Customer’s instructions. The Provider may refuse the provision of the RH service at any time should the Provider have any doubts as to the scope, time or nature of the activities provided as part of the RH service or should the Provider have any doubts as to the correctness or suitability of any instructions or requests of the Customer concerning the provision of the RH service.

5 Declaration

The Provider reserves the right to unilaterally amend this document at any time in connection with any changes in the products and services or in connection with any other circumstances concerning the Data Centre and/or the provision of the Data Centre services. The Provider undertakes to inform the Customer of any amendments of this document in advance.