

## **Service Provision Agreement No: "DCH- /2009" Dedicated Server**

### **I. Parties to the Agreement**

**Provider:** COOLHOUSING s.r.o.

**Address:** Na Okraji 6, Praha 6, 162 00

**Bank account:** Komerční Banka, č.ú. 51-1028170217/0100

**Represented by:** Ing. Karel Umlauf

Entered in the Register of Companies at the Prague Municipal court, section C, item 4766

**CO ID:** 14893983

**VAT reg.:** CZ14893983

### **Client:**

**Address:**

**Bank account:**

**CO ID:**

**VAT reg.:**

### **II. Recitals**

1. The Provider herein pledges to provide services as specified in Annexe 1 of this Agreement and under conditions given in the text of this Agreement, whose integral part is the General Business Conditions of Coolhousing s.r.o. (farther as „GBC”).
2. The Client herein pledges to provide requisite co-operation for utilization of the service to the Provider (typically forthwith correct network parameters

setting etc.) and to do the agreed service remuneration to the Provider in time.

### **III. Provider's Rights and Obligations**

1. The Provider is not entitled to interfere with the Client's server contents or to monitor its electronic mail, with the exception of interference on demand from authorized justice bodies (Court, Police, etc.).
2. The Provider informs the Client about all circumstances precluding the service providing according to the provision II of this Agreement, on condition, that the Provider knows about these facts in advance, so that the Client could take necessary measures. This concerns in particular a suspension of the service providing because of necessary network infrastructure maintenance, power outage, accident, premises maintenance, etc. The Provider informs the Client via websites and/or e-mail.
3. The Provider is entitled to suspend the operation of the Client's server immediately in case the Client misuses the provided services for unsolicited e-mail – Spam - distribution, or mediates the distribution of such unsolicited e-mail to third party.
4. The Provider is entitled to suspend the service providing to the Client immediately in case the Client's abuse of the service to attacks ("DOS", "Smurf", "WinNuke", "LAND", "TearDrop", etc.), to compromise of other entities or to monitor and test other servers in the network.

### **IV. Client's Rights and Obligations**

1. The Client's obligation is not to use the service provided by this Agreement to propagate any Objectionable contents, whose definition is part of Provider's General Business Conditions.
2. The Client is obliged to comply with the network setting assigned to him by the Provider.
3. The Client's demands can be reported only by an authorised person according to Annexe 2 to this Agreement. The rules for reporting are also given in Annexe 2.

### **V. Payment Conditions**

1. In case of the Client's failure to pay an invoice by the due date, the Provider is entitled to suspend the service by this Agreement until the outstanding amount of the invoice is fully paid. Provider is entitled to charge extra fee for the service re-establishment.
2. The invoice is due in fourteen (14) calendar days. The due date is the date the Provider's account is credited with the relevant sum.

3. In case of the Client's late payment, the Provider is entitled to demand interest on delay in value of 0,05 per cent of the sum owed for each day of the delay.

## **VI. Authorized personnel**

1. Only authorized personnel whose list forms Annex 2, an integral part of this Agreement, are entitled to server room admission.
2. Authorized persons only, listed in an Annex 2 to this Agreement, can demand the customer service (typically a server reboot, reverse DNS records settings, IP addresses assignment etc.).

## **VII. Final Provisions**

1. This Agreement validity is for an indefinite period of time.
2. The Agreement can be cancelled by withdrawal or termination. The termination period is three months and begins on the first day of the month following the month in which one of the parties hereto received a termination notice in a registered letter. Advance payment are not refundable.
3. Withdraw from the Agreement can be in case of the substantial breach, whereas a delayed payment will be considered as a substantial breach to the Agreement. Other types of substantial breach will also include a serious breach of duties stemming from this Agreement or the "GBC".
4. This Agreement is made out in two copies, each of the party will receive one. The Agreement takes effect on the day of signature by both parties.
5. The following annexes form an integral part of this Agreement:
  - Annexe 1 - Specification of Provided Services
  - Annexe 2 – Contacts and Rules for Reporting Requests
  - General Business Conditions of Coolhousing s.r.o. and actual price list under the website [HTTP://www.coolhousing.net](http://www.coolhousing.net)

In.....

Date.....

.....  
Provider.....  
Client

## Annexe 1

### Provided Services Specification

1. The Provider will supply following assets and lease it to the Client:

Assets specifications:	Qty
<b>CPU:</b>	
<b>RAM:</b>	
<b>HDD:</b>	

**2. This assets is assingnet this ID: DCH-..../2009**

**3. The assets is leased to the Client for: € 190,-/month**

There is a € 3,- purchase option applicable to the leased assets at the end of the 14 months lease period based on the precondition of intime service remuneration during the whole lease period.

4. The Provider ensures the Client's Assets connectivity with the TCP/IP protocol provide data services both inland and internationally.

Shared connectivity parameters:

NIX.CZ peering:	100 Mbps
Transit IN:	8 Mbps
Transit OUT:	8 Mbps

Dedicated connectivity parameters:

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5. Assigned IP address:

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6. It is strictly forbidden to use the assigned IP addresses in the routing of another provider.

7. Clients is informed promptly of the service establishment and from this moment on the assets are under an exclusive administration care and responsibility of the Client.

8. Provider's HW warranty is an part of the provided service. For routine operation resulted hardware failure only, Provider ensures supply of spare hardware components by the end of the next business day following the defect notification. No warranty is applicable if the HW failure is result of Client's wn improper HW manipulation. The Provider could under no circumstances be hold liable for loss of data due to a hardware fault.

9. The service is provided at the Provider's data centre located at Stimbuilding, Vinohradská 190, Prague.

## Annexe 2

### Authorized Personnel and Reporting Request Rules

1. List of Client´s personnel authorized to access the HW assets

Name:	ID type:	ID No:	E-mail:

2. Client´s e-mail address for invoicing and business information dispatch:

3. Rules of Request Reporting

3.1. Send your requests by e-mail to: [info@coolhousing.net](mailto:info@coolhousing.net). Authorized personnel only is entitled for requesting.

3.2. Any request must contain:

1. Client´s identification and **Service Provision Agreement No.**
2. The assets´s ID
3. Request description

4. An auto-reply confirms the request acceptance. This message contains in the message subject an unique request identifier beginning with „#“. This identifier is to be kept in the subject of all following communication on the request. When submitting a new request the old identifier must be omitted.

5. Requests might be also submitted to hotline numbers:

+420 777 310 000

+420 775 310 970

6. Requests are accepted 24 hours a day.