

Approved  
CEO  
Ltd "ALEXHOST»  
Scutaru Alexander  
date: 01.02.2014



## Regulation no. 1 on providing equipment collocation services

(hereinafter - Regulation)

date: \_\_\_\_/\_\_\_\_/\_\_\_\_

to the Agreement no. \_\_\_\_/\_\_\_\_ of \_\_\_\_/\_\_\_\_/\_\_\_\_

„Alexhost” SRL, as the provider, hereinafter referred to as the "**Operator**", represented by **Scutaru Alexandru, the Director**, and \_\_\_\_\_ represented by \_\_\_\_\_, the **Director**, hereinafter referred to as the "**Subscriber**", have mutually agreed to state the services to be provided by the **provider** and the price to be paid for these services by the **beneficiary** as follows:

### Article 1. Definitions

1.1. Hardware - software "System of Information and Reference Services" is created by the Operator in accordance with the Regulation on the provision of telematic services and Regulation on the provision of data transmission services, in order to provide the Subscriber the information on Service provision and/or provision of Products and information about the Operator. The System of Information and Reference Services include:

**Operator's WWW-Server** – Operator's official web site, at the address <http://www.alexhost.md> in the Internet network, registered as means of mass communication. The Subscribers can find on the Operator's WWW-Server, free of charge, 24 hours a day, all the information necessary for the conclusion and performance of this Agreement, and all the Operator's official documents are published there, etc.

**Control Panel** – Operator's evidence system (web interface), at the address <https://billing.alexhost.md/> in the Internet network, offered to the Subscriber, in order to carry out, during 24 hours, the following Services:

- offering information regarding the Services provided to the Subscribers and the Products ordered;
- offering information regarding the Tariffs used by the Subscriber and the Tariff Plans for the Services and Products;
- offering information about the status of the Personal Account;
- receiving information about the defaults preventing the use of the Services;
- ordering, control, changing and deactivation of Services, distance selling of Products;
- offering information regarding the setting up of the equipment in order to use the Services and the Products, etc.

**Personal account** – evidence data contained in the Operator's system regarding the payments made by the Subscriber for the Services used and the Products ordered.

**Datacenter** - specially designed rooms for the location of equipment, such as Servers and networks, for the provisions of the Services under this Agreement.

If there are multiple data centers, the Operator is entitled to choose the right room for the equipment that belongs to the Subscriber.

**1 Unit** – unit of measure of the equipment height which is equal to 44,45 mm.

### Article 2. General provisions

2.1. The equipment collocation services provided by the Operator are performed in several stages:  
first stage – the installation stage (stage of services delivery and installation works);

second stage – exploitation stage (stage of delivery of basic and additional services).

2.2. The Operator is entitled to modify (to extend proportionally) the terms of providing the installation services, basic and additional, if the Subscriber has not presented within the time limit set the documents required by the Operator and the information necessary for the provision of the services mentioned above.

2.3. The deadlines laid down in this Regulation shall be determined according to the time zone of Chisinau city, and the days off are determined according to the legislation in force.

2.4. For the purpose of interaction with the Subscriber, the Operator is entitled to involve third parties. This does not relieve the Operator from the obligations laid down in this Regulation and in the Agreement.

### **Article 3. Procedure of ordering the equipment collocation services**

3.1. To order the services the Subscriber has to fill in the corresponding request using the order form on the server's location on the Operator's WWW-Server. Based on the corresponding request, the Operator issues an invoice to the Subscriber for the advance payment and agrees with the Subscriber upon the terms and conditions of equipment collocation.

3.2. The Operator shall issue the invoice for the advance payment considering the cost of works and mounting services and payment for a month of use of the services, except for the cost of traffic, in accordance with Annex 1.4. Tariffs for the equipment collocation services. In case the Subscriber orders additional services, the invoice shall include the costs for additional services. At the request of the Subscriber, the invoice issued may contain a larger amount.

3.3. Prior to the day of equipment collocation (provision of installation services), the Subscriber shall:

- pay the invoice (advance payment) to the Operator's account;
- agree upon the terms of equipment delivery at the address specified by the Operator, by filling in the appropriate application on the Control Panel.

3.4. The Operator shall not receive the Subscriber's equipment, if the Subscriber has not fulfilled the conditions specified in this article.

In addition, the Operator may to receive the Subscriber's equipment, if the Subscriber has not delivered the equipment within the terms agreed with the Operator and/or delivered it to another address. If the Operator has accepted the Subscriber's equipment, even if the Subscriber has violated the conditions (one of the conditions) stipulated, the Operator is entitled, from the moment of receipt of the equipment and up to the early stage of installation, to charge from the personal account of the Subscriber, the cost for the equipment storage services, equal to 2,500 MDL per month for one (1) unit of equipment.

### **Article 4. Requirements to the Subscriber's equipment**

4.1. The Subscriber's Equipment located in the technical room of the Operator shall comply with the requirements specified below.

Subscriber's equipment shall undergo the expertise performed by the technical representative of the Operator, who is entitled to refuse the receipt of the equipment, to request its replacement or modification, in case of necessity.

4.2. The Subscriber's Equipment should be mounted in enclosures ready to be installed in a rack of servers or cabinet with 19" (inches). The width of the equipment must be equal to 475 mm and depth to 730 mm. At the request of the Operator's technical staff, the Subscriber must provide all the accessories needed to install the equipment in a rack or cabinet, except for the nut, washer and screw sets for 19" rack cabinets.

4.3. The equipment set shall comply with the technical requirements and electrical safety

requirements for the equipment located in telecommunication centers, as well as to have the certificates of conformity of the Standardization Service of the Republic of Moldova. At the request of the technical staff of the Operator, the Subscriber shall submit:

- the copy of a valid certificate of conformity, issued by the state authority authorized to perform the certification of the equipment concerned, with the seal and signature of the Subscriber;
- the documentation that ensures the conditions for installation, configuration and operation of the equipment transmitted, if these conditions are ensured by the Operator;
- the connection diagram of the Subscriber's equipment of third parties to the Operator's network infrastructure (port, lines of communication and the server console).

The Subscriber is obliged to supply the Operator, within the established terms, the information regarding additions and changes made in the maintenance documentation of the equipment.

4.4. The Operator shall provide uninterrupted power supply of the equipment with AC 220V and 50 Hz frequency. In case if the equipment installed requires other parameters of the source of electric current, the necessary converters are provided by the Subscriber. The power consumed must not exceed 400 Watts for one (1) unit of equipment height and 500 W for a unit of equipment with a height greater than one (1) unit. In case the Subscriber consumes power greater than 400 Watts per a unit of equipment with a height of one (1) unit or greater than 500 W per a unit of equipment with a height greater than one (1) unit, the Operator is entitled to refuse the provision of Services to the Subscriber or to charge, for any extra power consumption between 1 and 400 W per one unit of equipment, the monthly fee in the amount of 1340 MDL per month.

4.5. The equipment shall have the necessary fitting out to connect to port 10/100/1000Base-T Ethernet switch for half-duplex or full-duplex mode. For other options of connection of the equipment-necessary, all the necessary media-converters are provided by the Subscriber. The equipment is connected at speeds of 100Mbps/1Gbps in full-duplex mode, according to the connection scheme provided by the Subscriber. The Subscriber is obliged to execute the actions indicated by the technical staff of the Operator with regard to the configuration of the network interfaces of the equipment. The proper functioning (not more than 1% packet loss from the total number of IP packets) of the Ethernet switch ports is ensured at the peak demand of up to 70% of the established capacity of the port. Based on the results of the connection on switch port rent by the Subscriber shall not register data transmission errors, a higher rate of errors (more than 10% of the total number of IP packets) on a switch port is a ground for suspension of the service.

4.6. The Subscriber's equipment shall have a forced ventilation system with front air intake. The Operator is entitled to refuse the installation of the equipment with another ventilation system, as well as of the equipment without a ventilation system.

4.7. If the low-level software (BIOS) of the Subscriber's equipment has the option of „OFF” default state, when connecting the electricity to the power supply of the equipment, this option must be compulsory activated. The Operator's employees are entitled to check the fulfillment of this condition, being offered, in this respect, the necessary support by the representatives of the Subscriber.

4.8. In case the Subscriber's equipment parameters do not match the specified requirements, the Operator is entitled to refuse providing the Subscriber the equipment collocation services, or to provide such services in other conditions, if he has the necessary technical possibilities, with the additional agreement of the parties.

4.9. The Subscriber is obliged to repay the losses to the Operator caused by the properties of the equipment, if the Operator, during the collocation of the equipment, did not know or was not supposed to know these properties.

## **Article 5. The procedure of transmitting the equipment to the Operator**

5.1. For the purpose of placing the equipment in the technical room of the Operator, the Subscriber shall be obliged:

- to deliver the equipment by himself and at his own expense within the previously agreed terms at

the address indicated by the Operator;

- to ensure the completeness, functionality, and availability of Subscriber's equipment to be transmitted to the Operator, as well as its connection to the network infrastructure of the Operator;
- to offer the Operator the conditions necessary for verifying the completeness and functionality of the equipment;
- to transmit the equipment to the Operator, personally, having the identity card, or through an authorized representative.

5.2. The server and network equipment of the Subscriber shall comply with the requirements set out in the present Regulation, shall be transmitted to the Operator in the appropriate state, ready to be mounted, including the fixing elements.

5.3. Following the successful verification of the Subscriber's equipment (verification of compliance of the equipment with the requirements), the Operator accepts the equipment in accordance with the delivery and acceptance report signed by the empowered representatives of the Parties.

For each computer (server) of the Subscriber, there shall be drawn up a delivery and acceptance report. It preys on, it draws up a note of delivery-receipt separately for components, including for external security keys, USB flash drives, hard drives slide, hot-swap disks on the server, etc.

5.4. Drawing up of the delivery and acceptance report in case of sealing the equipment:

The Operator's technician shall seal the Subscriber's equipment with the Operator's seal, which is destroyed or irreversibly disfigured when trying to remove the seal or to open or remove the housing or other elements of the Subscriber's equipment. Each seal sticker has a unique identification number.

Subscriber's equipment is sealed on the points the cover of the housing is attached (fixing screws of the cover). In the absence of the fixing screws, there shall be sealed the junctions between the cover and the body, so that not to remove the cover without destroying the seal sticker. At least eight (8) seals shall be put on a computer (server) of the Subscriber.

The Subscriber shall put his signature on each seal affixed on the equipment. The Operator's technician shall register the fact of sealing of the Subscriber's equipment received, number of seals etc, there shall be affixed the signature of the Subscriber and the Operator's technician, who performed the sealing of the equipment.

After finishing the equipment sealing procedure, the empowered representatives of the parties shall sign the delivery and acceptance reports for the equipment, stating:

- the identifier of the Subscriber's equipment in the accounting system of the Operator (equipment name invented by the Subscriber, accepted by the Operator as an identifier);
- the height of the equipment unit (not indicated for accessories);
- name and surname of the technician who performed the sealing;
- the amount and number of the seals, as well as the place the seal stickers have been affixed.

5.5. Drawing up of the delivery and acceptance report without sealing of the equipment:

In the presence of the Operator's technician, the Subscriber dismounts and/or opens the equipment for the examination and description of the component and configuration of the equipment, the availability of relevant components, quantity, models, capacities and their serial number.

The Operator shall register the fact of examination and description of the equipment received from the Subscriber, the Subscriber and the Operator's technician, who received the equipment, shall affix their signatures.

After finishing the equipment sealing procedure, the empowered representatives of the parties shall sign the delivery and acceptance reports that indicate:

- the identifier of the Subscriber's equipment in the accounting system of the Operator (equipment name invented by the Subscriber, accepted by the Operator as an identifier);
- the height of the equipment unit (not indicated for accessories);
- the configuration and the component parts of the equipment are described: model and/or room;

central processing unit (CPU), quantity, serial and/or inventory numbers; the number of memory modules, the design, the serial and/or inventory numbers; disk drives, their quantity, model, capacity, serial and/or inventory numbers; other relevant information (the presence of the CD-ROM, etc.).

5.6. The manner and procedure for the preparation of the delivery and acceptance report of the equipment (with or without its sealing) is established only by the Operator.

5.7. The Operator has the right not to accept the Subscriber's equipment, if the Operator is unable to verify the identity of the Subscriber and/or his representative:

- the person who performs the transmission of the equipment does not have any identity document;
- the powers of the Subscriber's representative are not confirmed by corresponding documents;
- the documents confirming the powers of the Subscriber's representative are not prepared properly;
- the copies of the documents confirming the powers of the Subscriber's representative are not properly authenticated or are certified by people not having such rights.

List of documents confirming the powers of the Subscriber's representative, the manner and the procedure of preparation and authentication of these documents and the list of documents which, in accordance with the legislation in force, confirm the identity of the person, is published on the Operator's WWW-site.

## **Article 6. Terms of providing the basic and additional installation services**

### The installation phase:

6.1. The Operator provides the services and installation works within three days from the date of signing by the empowered representatives of the Parties of the delivery and acceptance report, whether not otherwise specified by an additional agreement made between the parties.

The installation and connection of the Subscriber's equipment is carried out, to the extent possible, right after the signing of the equipment delivery and acceptance report. The Operator is entitled to modify (or to extend proportionally) the terms of provision of the installation services, if the Subscriber has not delivered within the agreed time limit the documents and/or information requested by the Operator, needed for the above mentioned services.

6.2. The Operator shall ensure the presence of the employee or employees to carry out the installation works of the Subscriber's equipment. The installation and connection of the Subscriber's equipment is carried out exclusively by the Operator's technicians.

6.3. Upon starting the provision of installation services, the Operator charges from the personal account of the Subscriber the corresponding amount for the installation work and services in accordance with Annex 1.4. - Tariffs for equipment collocation services.

6.4. The installation and connection of the equipment requires the installation of the equipment in a rack or cabinet, connection of the source of electrical power supply, Ethernet network cable, connection of the supply, loading the operating system and verification (through external means) of the connection.

6.5. For the purpose of placing the Subscriber's equipment, the Operator shall provide the space required for the installation of the open communication racks, passive network equipment (cables, connectors, patch panels, patch cords of various kinds and other necessary items), electrical equipment (units of electricity distribution, power cables and other necessary items), mounting elements (screw nut bolt), as well as the tools required in accordance with the specifications of the Subscriber.

6.6. To organize the access from the Internet network to the Subscriber's resources and the access in Internet network of Subscriber's resources, the Subscriber's equipment is connected to the internal Ethernet network in the technical room of the Operator.

The Subscriber's equipment is connected to the network from the technical room using the Ethernet switch of port 100Mbps or 1Gbps, in full-duplex mode. To connect the Subscriber's equipment, the Operator provides the required number of ports on the Ethernet switch. The increasing of the number of ports in the Ethernet switch rented by the Subscriber shall be made at the additional request of the Subscriber, submitted from the Control Panel and shall be paid by the Subscriber in accordance with Annex 1.4. - Tariffs for equipment collocation services.

The multicast technology is prohibited and is not maintained in the Operator's Ethernet network.

6.7. To connect to the Subscriber's equipment to the Internet, the Operator, acting as a LIR (Local Internet Registry) under the contract concluded with the Reseaux IP Europeens Network Coordination Centre ( hereinafter - RIPE NCC), offers the Subscriber for use a block of addresses (IP unique public addresses – an amount of 32 bits, used as IPv4 protocols addresses) up to a maximum of four (4) IP addresses for a single computer (server). Use of IP addresses from other suppliers/operators/registers, etc. is prohibited.

The Subscriber's block of address may be extended for a fee, in accordance with Annex 1.4. - Tariffs for equipment collocation services and it is done in accordance with a request of the Subscriber submitted in the corresponding way from the Control Panel.

6.8. Upon completion of the above procedures, the Operator informs the Subscriber at the e-mail address indicated in the Control Panel about the connection of the equipment. Date and time of sending by the Operator of the e-mail mentioned is the date and time of completion of the installation phase.

#### The operational phase:

6.9. The operational phase shall begin not later than the working day following the end of the installation phase.

The Operator shall inform the Subscriber about the beginning of providing of basic and/or additional services by sending a corresponding notice to the email address of the Subscriber, indicated in the Control Panel. Date and time of sending of the notification by the Operator is the date and time of beginning of providing the basic and/or additional services.

The Operator's notices concerning the completion of installation phase and beginning of providing of basic and/or additional services may be sent together by the Operator (the Operator can send a single message to the Subscriber notifying about the completion of installation phase and beginning of providing of basic and/or additional services).

6.10. The payment for the basic services shall be made by the Subscriber in advance monthly, in the amount of 100% (one hundred percent) of the services value and is charged in full from the personal account of the Subscriber at the time of granting of rights to use the services. A prerequisite for acquiring the basic services constitutes the Subscriber's obligation to use these services continuously for the entire period of operation. It is believed that the services are provided at the time of granting the rights to use these services.

The period of operation of the basic services is the time calculated from the beginning of the provision of services during which the Subscriber is entitled to use the services pursuant to the payment made. When ordering additional services, the operational phase of the basic services is reduced in direct proportion to the volume of additional services.

The payment for the basic services is not returned, it represents the reimbursement of the cost supported by the Operator to ensure the Subscriber's rights to access the services concerned.

6.11. During the entire period of provision of equipment collocation services, the Operator ensures the operating and safety conditions of the Subscriber's equipment.

6.12. In case of any shut down of the Subscriber's equipment, the Operator is required to notify the Subscriber at least two (2) hours before the shut down at the email addresses mentioned in the Control Panel, and undertake the necessary measures to disconnect correctly the Subscriber's equipment.

6.13. The multicast technology is prohibited and is not maintained in the Operator's Ethernet network.

Also, the Subscriber shall be obliged:

- to use only one MAC address per dedicated connection port. In the case of connecting the switch equipment to the Operator's port, or using the virtual server technology, the number of MAC addresses allowed on the dedicated port is set separately;
- to exclude the use of Spanning Tree, Multicast, Broadcast Forwarding protocols and technologies, as well as all other types of Broadcast, except for ARP, for all interfaces connected to the Operator's network;
- to apply the standards which refer to the technology concerned, included in RFC2600 (Internet Official Protocol Standards STD0001) [ <http://www.rfc-base.org/txt/rfc-2600.txt>].

6.14. The Operator does not guarantee the acceptance of Subscriber's email from distant networks, the operation of which led to the introduction of such a network address into the email lists not being able to be received by the email delivery program of the Operator.

6.15. Other additional services are provided to the Subscriber in accordance with terms and conditions set out in Annex 1.4. - Tariffs for equipment collocation services.

### **Article 7. Maintenance and safety of the Subscriber's equipment**

7.1. The Operator undertakes to carry out properly the maintenance of the Subscriber's equipment located in the Operator's technical room, ensuring the safety, security and other conditions necessary for the normal functioning of the equipment, in accordance with the equipment operation requirements, licenses and other normative acts. For this purpose, the Operator shall ensure, at least, the continuous 24 hours functioning of: fire alarm and security systems, temperature and humidity monitoring system, and automatic fire suppression system, certified for use in the premises under tension, electrical safety systems, and security services.

7.2. The Operator is not responsible for the functionality of the Subscriber's equipment, unless the Subscriber's equipment failure caused by the Operator in the following cases:

- a) violation of electrical power supply requirements;
- b) violation of operating temperature requirements;
- c) damage caused by the Operator's staff.

In the case the Operator identifies any damage during the process of equipment operation, he is entitled to send the Subscriber an informative letter to the e-mail address indicated in the Control Panel.

7.3. The Operator is responsible for loss or damage of the Subscriber's equipment due to his own fault. The Operator is not responsible if the damage has occurred because of the Subscriber's poor quality equipment, information of which the Operator would not have and not supposed to have in the moment of collocation of the equipment (in technical room). Shall it occur due to Subscriber's (or his staff) failure to comply, the Operator is considered not at fault.

7.4. The Operator is responsible for loss or damage of the Subscriber's equipment located in the technical room, after the Subscriber has been informed about the obligation to evacuate his equipment, just in case of bad intention or negligence of the Operator.

7.5. In case of transmission of Subscriber's equipment for storage and/or location to a third party, the provisions of the Agreement remain in force, and the Operator is responsible for the actions of the third party, which has received the Subscriber's equipment for storage and/or location, as well as for his own actions.

7.6. The Operator is responsible for the total loss (destruction) of the Subscriber's property, to the extent of its actual value at the time of damage. In case of partial damage of the property, the Operator is responsible to the extent of the cost of repair or restoration of the damaged property (including the

replacement, during the period of repair, of the damaged components of the property) until reaching the condition before the damage.

7.7. In case any of the parties finds the equipment is missing, it is obliged to notify immediately the other party (in the shortest time possible).

7.8. The Operator is responsible for the damage caused to the Subscriber's equipment, both, in case such damage occurred because of the negligent and/or intended acts or omissions of the Operator and/or third parties, and in case of violation by the Operator of the technical requirements and rules of operation of the equipment.

7.10. If any divergences between the parties regarding the causes of the Subscriber's equipment damage, the Subscriber shall perform the testing and bear the costs, as being the only party of the Agreement entitled to carry out the technical expertise of the technical condition of the damaged equipment. In this case, technical expertise shall be performed either by the equipment manufacturer, or by the organization authorized by the damaged equipment manufacturer. The technical expertise report shall establish the repair and reconditioning cost.

7.11. If the technical expertise results state that the Operator is at fault for the damaged equipment, the Subscriber shall, within five (5) business days from the date of receipt of the expertise report, forward the Operator a copy of the original document. If the Operator agrees with the results of the technical expertise, he shall be obliged, within 5 (five) business days from the date of receipt of the original document, to transfer the Subscriber the cost for the equipment repair, in MDL, or the actual value of the damaged equipment, in MDL, if the balance value is less than the repair cost, to the Subscriber's account, according to the details indicated in the Control Panel or in the Subscriber's request. If the Operator does not agree with the results of the technical expertise or the declared value of the equipment, he is obliged, within five (5) days, to notify the Subscriber, in writing, for the Subscriber to be able to submit the dispute to the court.

7.12. If there are no divergences between the parties regarding the causes of the equipment damage, and if the Operator accepts his responsibility for the damaged equipment, equipment repair costs is determined through negotiations between the Operator and the Subscriber. The result of these negotiations shall be included in an equipment damage report, which shall specify the damage caused to the equipment, the time when it occurred, the causes of damage and the cost of repairs and reconditioning agreed by the parties.

#### **Article 8. The Subscriber's (his representatives) access to the equipment**

8.1. The Subscriber has the right of access to his equipment for the purpose of preventive, maintenance or other works. The Subscriber's representatives are also allowed to carry out the works mentioned. The list of the representatives (containing the name and surname) shall be submitted to the Operator in advance. The representatives shall have a Power of Attorney offered by the Subscriber, properly drawn up, offering the right to perform the works on the equipment (the rules and procedure of drawing up a power of attorney are published on the Operator's WWW-Server), as well as the identity card.

The Operator shall be notified about the preventive, maintenance or other works performed by the Subscriber and/or his representatives, at least twenty-four (24) hours prior, and in case of emergency (emergency access) - at least one hour prior, by sending a written authorized request by means of the Control Panel.

8.2. The working hours during which the Subscribers and their representatives are allowed to access the technical room are listed on the Operator's WWW-server. The equipment can be placed in or removed only if agreed with the Operator, and pursuant to a request submitted via the Control Panel, at least 24 hours prior the visit, and only on weekdays.

8.3. The physical access of the Subscriber and his representatives directly into the technical room is prohibited. The access to the equipment is performed by disconnecting the equipment from the power supply networks and the data transmission networks, its removal from the rack and transmission to the Subscriber, in a specially designed work place, which allows the connection to the mains electric power supply and Ethernet networks without changing the IP addresses. For carrying out of the works, the



Subscriber is provided a monitor, keyboard and a handling device of “mouse” type.

During the period the works mentioned are carried out, the operational phase shall not be interrupted, and the monthly fee for the services is charged from the Subscriber’s personal account in normal mode (without breaks). Upon completion of the works, the Operator shall install and connect the equipment of the Subscriber, without any charging.

8.4. The Subscriber’s access to the equipment via IPKVM is achieved through individual IPKVM Panel connected to the equipment and the access fee is of 170 MDL per hour. To carry out the works, the Subscriber is offered the panel access address and personal logging data for the equipment he wants to access.

During the period the works mentioned are carried out, the operational phase shall not be interrupted, and the monthly fee for the services is charged from the Subscriber’s personal account in normal mode (without breaks).

8.5. The access to the equipment for the purpose of conducting the preventive, maintenance or other works, may be assigned simultaneously to two representatives. The preventive, maintenance or other works shall be performed not more than five (5) times during a calendar month, and each piece of equipment (computers, servers) of the Subscriber may be accessed twice during a calendar month. The preventive, maintenance or other works shall be performed only from 10: 00 to 17: 00, local time. Emergency access is granted at the reasoned request of the Subscriber. The Operator will grant such an emergency access (urgent) if it is technically possible.

The duration of the above-mentioned works shall not exceed three consecutive hours. Additional visits and extended hours are allowed for a fee in accordance with Annex 1.4. - Tariffs for equipment collocation services.

8.6. The access to the equipment is allowed only in the presence of a representative of the Operator.

8.7. In the Operator’s premises, the Subscriber and its representatives are obliged:

- to comply with the generally accepted rules of behavior;
- to comply with the fire safety rules, sanitary-hygienic rules, ecologic rules, etc., and with the technical safety regulations, State Health Service requirements, as well as departmental rules and regulations and internal documents of the Operator regarding the technical room and the equipment provided by the Operator;
- to preserve the property of the Operator;
- to notify immediately the Operator of any damage, accident or other event that caused (or threatens to cause) damage to the technical room and/or other premises and/or equipment damage, or damage to any other equipment located in the technical room, and take all possible measures to prevent destruction or damage of property located in the technical room as well as of the technical room itself;
- to use the hardware, software and technical means provided by the Operator exclusively for the purpose intended. The Subscriber is fully responsible for the violation of the Operator’s and third parties rights with respect to the software and/or for the damage or loss of the equipment and technical means provided.

8.8. In the Operator’s premises, the Subscriber is expressly prohibited:

- to smoke outside the specially arranged and agreed places;
- to throw waste not in the places specially designed for this purpose;
- to bring drinks and food in the technical room;
- to bring (carry) inside the building where the technical room is located, explosive materials, flammable and combustible liquids and materials, weapons, ammunition and toxic substances.

8.9. The Subscriber shall be solely responsible for all actions (failure to act) of his representatives.

## **Article 9. Procedure of placement and removal of the Subscriber's equipment**

### Procedure of placement of the new and/or additional equipment.

9.1. The Subscriber is obliged to notify the Operator about the impending placement of new and/or additional equipment, by submitting a corresponding request from the Control Panel.

The location by the Subscriber of new and/or additional equipment changes the quantity of services previously ordered and supplied by the Operator only if technically possible.

9.2. For the location of the new and/or additional equipment, the Subscriber must pay in advance the cost of services and installation works and the cost for one month of basic services for the new and/or additional equipment, except for the cost of traffic, in accordance with Annex 1.4. - Tariffs for equipment collocation services. If the Subscriber orders additional services for his new and/or additional equipment, the Operator shall issue an invoice including the cost for additional services. At the Subscriber's request, the Operator may issue an invoice for a larger amount.

The payment may be automatically transformed into an approved transaction if the Subscriber's Account proves sufficient funds, amount which is considered enough to cover all ordered services and equipment's installation expenses - in addition with monthly basic and additional service charges.

9.3. Prior to the day of new and/or additional equipment location (the provision of the new and/or additional equipment installation services), the Subscriber shall be obliged:

- to pay the invoice issued by the Operator (to make the advance payment for the new and/or additional equipment services), or to ensure the personal account proves sufficient funds to pay for all services ordered;
- to coordinate the terms of equipment delivery at the address specified by the Operator, by filling in the appropriate application on the Control Panel.

9.4. The Operator will not receive the Subscriber's equipment, if the Subscriber has not fulfilled the conditions specified in section 9.3.

The Operator may not to receive the Subscriber's equipment, if the Subscriber has not delivered the equipment within term agreed with the Operator and/or delivered it at an address, other than that agreed with the Operator. In this case, if the Operator has accepted the Subscriber's equipment, even if the Subscriber has violated the conditions (one of the conditions) stipulated, the Operator is entitled, from the moment of receipt of the equipment and up to the early stage of installation, to charge from the personal account of the Subscriber, the cost for the equipment storage services, equal to 2,700 MDL per month for one (1) unit of equipment.

9.5. The procedure of transmission and registration of the equipment transmission, the conditions of providing the installation service and/or additional services are described in the relevant articles of this Regulation.

### The procedure of equipment replacement.

9.6. The Subscriber is obliged to notify the Operator about the possible replacement of the equipment, by submitting a corresponding request on the Control Panel.

9.7. In case of equipment replacement, the Subscriber must pay in advance the cost of installation works, in accordance with Annex 1.4. - Tariffs for equipment collocation services.

If the Subscriber's account proves sufficient funds to pay all the services ordered, the Operator can charge the installation fees from the personal account of the Subscriber.

9.8. Prior to the day of equipment replacement (provision of installation services), the Subscriber shall be obliged:

- to pay the invoice issued by the Operator (to make the advance payment for the new and/or additional equipment services), or to ensure the personal account proves sufficient funds to

- pay for all services ordered;
- to agree the terms of equipment delivery at the address specified by the Operator, by filling in the appropriate application on the Control Panel.

9.9. The Operator has the right not to transmit the old equipment to the Subscriber and not to receive the replacement equipment, if the Subscriber has not fulfilled the conditions set out in section 6.1. of this article.

9.10. If replacing the equipment with another equivalent equipment (without changing the volume of basic services), sections 9.7 to 9.9. of this article shall not apply.

9.11. The procedure of transmission and registration of the equipment transmission, the conditions of providing the installation service and/or additional services are described in the relevant articles of this Regulation.

#### The procedure of equipment removal.

9.11. The Subscriber is obliged to notify the Operator about the possible removal of the equipment, by submitting a corresponding request from the Control Panel.

9.12. Prior to the day of equipment removal, the Subscriber is obliged to repay the debt to the Operator for all the services, if any. The Operator is entitled to withhold the Subscriber's equipment up to the repayment of Subscriber's debt for all the services.

9.13. The Operator shall transmit the Subscriber's equipment in accordance with a delivery and acceptance report signed by the empowered representatives of the parties.

9.14. The Operator may not transmit the Subscriber's equipment, if the Operator is unable to verify the identity of the Subscriber and/or his representative or:

- the person who intends to take the equipment does not have any identity document;
- the powers of the Subscriber's representative are not confirmed by corresponding documents;
- the documents confirming the powers of the Subscriber's representative are not prepared properly;
- the copies of the documents confirming the powers of the Subscriber's representative are not properly authenticated or are certified by people not having such rights.

List of documents confirming the powers of the Subscriber's representative, the manner and the procedure of preparation and authentication of these documents and the list of documents which, in accordance with the legislation in force, confirm the identity of the person, is published on the Operator's WWW-site.

#### **Article 10. Maintenance and other works on the equipment and/or Operator's technical premises**

10.1. The Operator is entitled to suspend the provision of services during the period necessary for performing the maintenance and/or preventive works on the equipment, networks, and its premises, provided that a prior notification is sent to the Subscriber by e-mail at the address indicated in the Control Panel, **at least 48 hours before** the beginning of works. The total period of services inaccessibility, due to maintenance works, must not exceed ten (10) hours per month.

The performance of the maintenance and/or preventive works does not constitute cancellation of services and cannot be considered as a breach of Operator's obligations under the Agreement and the annexes thereto.

10.2. If necessary, the Operator is entitled to perform emergency works requiring the emergency disconnection of the Subscriber's equipment, provided that the risk for the safety of the connected equipment is greater than the risk for the disconnected equipment. In such cases, the Operator must notify the Subscriber regarding the disconnection of the equipment at least 8 hours before performing the works, by phone and/or e-mail, according to the data given in the Control Panel.

10.3. The Subscriber agrees that he could be affected by the actions undertaken by the Operator in

order to prevent negative effects of third party actions that impair the system for provision of the services by the Operator. In this case, the Subscriber shall not have any claim against the Operator and the actions undertaken by him. The Operator, in turn, shall ensure the Subscriber of the efforts made to reduce such negative effects.

### **Article 11. Other conditions**

11.1. In case of Agreement termination and/or refusal of equipment collocation services, the Subscriber must remove the equipment from the technical room of the Operator within 3 (three) days from the date of submitting of the relevant Operator's request via email to the Subscriber's address indicated in the Control Panel.

If the Subscriber violates the terms of equipment removal, the Operator is entitled to require the Subscriber to pay the equipment storage costs equal to 1780 (one thousand seven hundred and eighty) MDL per month for one (1) unit of equipment. In this case, the Operator is entitled to charge the storage cost from the personal account of the Subscriber.

The Operator may not transmit the Subscriber's equipment up to the repayment of the debt to the Operator, including the equipment storage cost.

11.2. The Operator may keep the equipment until the Subscriber's personal account registers a debt amounting to not more than 25 000 (twenty-five thousands) MDL. If the Subscriber's debt to the Operator for the services (including the equipment storage services) exceeds 25 000 (twenty-five thousands) MDL, the Operator may convert the Subscriber's equipment into his own property. Positive difference (if any) between the cost of the equipment and the Subscriber's debt to Operator is considered the penalty to be paid by the Subscriber to the Operator for the payments delay.

11.3. The Operator, having all the rights under the Agreement, may immediately cease providing the services to the Subscriber, with or without prior notice, without disassembling of the equipment and/or deactivation of the software and/or hardware of the Subscriber if:

- the Subscriber's equipment presents any defects or does not comply with the technical requirements in force, technical norms, operating rules of equipment or in case of occurrence of circumstances of force majeure which prevent qualitative servicing of the equipment of the Subscriber;
- the Subscriber uses the Operator's technical room for any illegal purposes or benefits illegally from the services, exploits the equipment provided violating the rules of operation or uses non-certified equipment;
- the Subscriber causes substantial damage to the technical room as a result of his actions or omissions;
- the Subscriber performs other actions prohibited by the Agreement, its annexes and/or legislation in force;
- the Subscriber perform other actions not covered by the Agreement and its annexes, which represent a criminal or administrative offence, or which violate the rights and legitimate interests of third parties;
- If the Operator receives a request in this regard or appropriate instructions from any state authority, regulating authority or other competent authority.

11.4. The Operator, having all the rights under the Agreement, may immediately cease providing the services to the Subscriber, with or without prior notice, without disassembling of the equipment and/or deactivation of the software and/or hardware of the Subscriber, if the personal account of the Subscriber indicates a zero or negative balance (debt on services payment).

If the Subscriber does not pay the debt to the Operator, within ten (10) days from the date the services have been suspended and/or the software and/or hardware has been deactivated, the Operator may dismantle the equipment and start the procedure of charging the equipment storage cost, equal to 2700 (two thousand seven hundred) MDL per month, for one (1) unit of equipment. In this case, if the Subscriber pays off the debts and wants to restart the services, he will have to pay the cost for the installation and service

works.

11.5. The Operator does not check the content of information stored, published or disseminated by the Subscriber using the services provided, and assumes no liability for the accuracy, quality and content of such information.

The Operator is not responsible for the content of the information centers, created and maintained by the Subscriber or users, and does not engage in any kind of prior censorship. In case of any violations of the legal provisions, the Operator may suspend the services provision without any prior notice.

11.6. The services remain suspended and/or the software or hardware means remain deactivated for the entire period until the Subscriber fulfills the requirements of the Operator regarding the remediation of the violations. This does not preclude the Subscriber to execute its duties under the Agreement, including the obligation relating to the monthly payment. The Subscriber undertakes to cover all losses and expenses incurred by the Operator because of suspension and restart of the services.

The period of time in which the provision of services has been suspended, due to the violations of the Agreement conditions and the annexes thereto, shall not be considered break of services provision and cannot be considered as a breach of the Operator's obligations under the Agreement and the annexes thereto.

### Article 13. Tariff plan

The prices included in the parameters, the tariff plan, can be found on the company's official website <http://alexhost.md/ro/colocation.html>

Service	Service description	Price per month	Contracted service
Power supply			
Internet - 100Mbit port			
Rack space			
Assigned IP addresses			
Networks announcement (ipv4/ipv6)			
<b>Total</b>			

### Article 14. Details and signatures of the parties

#### Operator

C.S. "Alexhost" S.R.L.

Chisinau mun., 127, 31 August 1989 Street, 4<sup>th</sup> floor, off. 428

Fiscal code: 1013600031708

C.B. "Victoriabank" JSC, branch no. 29

VICBMD2X490

Bank account: 2224229262

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#### Subscriber

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