

Services Specific Terms and Conditions

In addition to what is stated elsewhere in the Agreement the following specific terms and conditions apply for the specific Service stated below.

The description of, and the technical specification for, each Service is determined by Netnod (Specification of Services, as defined in the General Terms and Conditions).

1. IX

The Customer may at any time choose to upgrade or downgrade the Netnod IX Services on the Customer Portal. The agreed fee will be amended accordingly from Ready for Service of the up- or downgrade.

Netnod will provision upgrades at any time during the current Term.

In the event of a downgrade, such downgrade will be provisioned no earlier than from the start of the subsequent Term.

2. IX Remote

Netnod shall upon agreement with the Customer provide the Remote IX Service (the Netnod Virtual Local Area Network, VLAN) to the Customer. Any reference to "Service" in the General Terms and Conditions shall be applicable to the Remote IX Service.

3. Closed User Group (Owner)

Upon agreement with the Customer, Netnod will provide the Closed User Group Service to the Customer. The Closed User Group Service is subject to that the Customer (the owner of the Closed User Group, the "Owner") provides Netnod with a list of individuals that have the authority to approve new members ("Owner Approval List"). The Owner is responsible for notifying Netnod in writing without delay in case of any changes to the information therein.

The Owner approves new members of the Closed User Group ("Member") by duly concluding the document "Closed User Group - Approval of New Member" (Appendix 4 to the Closed User Group Order Form) and ensuring that this document is signed by the new Member. The Owner shall provide Netnod with the duly signed document before a new connection to the Closed User Group is configured by Netnod. The document must be signed by the Owner-appointed authorized signer in order to be valid.

The Owner is solely responsible for any information on new Members that is provided to Netnod.

Netnod will only connect Members that i) are approved by the Owner according to the document "Closed User Group - Approval of New Member (Appendix 4 to the Closed User Group) and ii) have signed the User Group Member Agreement (Appendix 7 to the Closed User Group Order Form).

4. Closed User Group (Member)

Upon agreement, Netnod shall provide the Member (a Customer) with the Closed User Group Service. The Service entails that specified and agreed parties (Members) can connect to the Service after approval from the Owner of the Closed User Group, i.e. the party that orders and initializes the User Group by entering into an agreement with Netnod.

Netnod will only connect Members approved by the Owner, and the Owner is solely responsible for any information on new Members that is provided to Netnod.

5. Netnod Time PTP, Direct, Remote & NTP Premium

Upon agreement with the Customer, Netnod shall provide the Customer with the Service Netnod Time, i.e. the correct time with a given accuracy as specified in the Specification of Service and as further detailed in the SLA for the specific Service. Netnod offers 3 different types of services by connecting to Netnod Clock nodes, delivered either from a physical interface or VLAN from an IX switch, from a Netnod Equipment or over a dedicated fiber, depending on the Customer requirements and as agreed by the parties.

5.1. NTP Premium

Connection to a specified number of NTP pools over the Internet and with an SLA as described in "Service Level Agreement - NTP Premium".

6. Transport - Regional DWDM & Metro DWDM

Upon agreement with the Customer, Netnod will provide the Customer with point-to-point connection across Netnod's infrastructure (pure optical layer, or physical layer) on a service level which is further detailed by the SLA for the specific Service.

6.1. Installation and Quality Control

Prior to delivery Netnod verifies the service quality and if possible coordinates all installation and quality control activities together with the Customer. Netnod has the right to change delivery date in case the Customer, or access provider, does not give access to the premises for installation and quality control in a timely manner.

6.2. Customer Acceptance Period

From the Actual Date of Delivery, the Customer has a period of 10 days to notify Netnod of any faults. If the Customer does not inform Netnod in writing of any faults during this time, the Transport Services are considered active and accepted. Billing will start from the Actual Date of Delivery, or, if relevant, the date when re-delivery is accepted by the Customer.

7. Netnod Co-Location Services

Upon agreement with the Customer, Netnod will provide access to, and right of use of, part of rack cabinets ("Co-Lo Space") at Netnod's premises in the scope agreed upon in the Order. In addition, Netnod will provide internet access as agreed by the parties.

By granting this right, Netnod permits the Customer to deliver, install and connect its equipment, and to inspect, repair or maintain said equipment within Netnod's premises and the Co-Lo Space.

Cost for electricity and cooling will be borne by Customer and charged by Netnod. The cost is based on the at every time agreed predetermined usage of power (kW) at the agreed price. The Customer acknowledges that the internet connection and the premises may only be used for infrastructure services and as permitted by applicable law. The Customer may not resell bandwidth for third party use.

The Customer may only install equipment which has been approved by Netnod prior to installation. Netnod will not allow equipment to be installed that is deemed unsuitable or which may place Netnod's, or any third party's data or equipment on the premises at risk. The Customer shall without delay and for the duration of the agreed Co-Location Services provide Netnod with current lists of the Customer's equipment installed and/or present on Netnod's premises.

The Customer will have access to its licensed space, upon separate agreement with Netnod, during Standard Business Hours, for the purpose of installing its equipment on the relevant rack units. Any cost for delivery, installation, operation and maintenance of Customer's equipment, as well as standard insurance coverage, shall be borne by Customer.

The Customer must at all times be accompanied by a representative of Netnod in order to access the premises.

The Parties acknowledge and agree that this Co-Lo Service Agreement will not confer on the Customer any tenancy rights, nor confer on Netnod any landlord obligations. The Customer agrees that the premises have reliable and sufficient power supply, air conditioning and security (agreed minimum standard). The Customer further acknowledges that Netnod reserves the right to refuse any person entry to Netnod's premises.

During and after the Term of the Co-Locations Service Agreement, all rights, title and interest to the Customer's equipment will remain with the Customer.

The Customer shall, upon termination of the Co-Location Service Agreement, remove its equipment from Netnod's premises within five (5) Standard Business Days.