

# RULES FOR THE PROVISION OF SERVICES FOR THE COLOCATION OF EQUIPMENT IN THE PARKOVYI DATA CENTER

## 1. General Part

1.1. The Rules for the Provision of Services for the Colocation of Equipment in the PARKOVYI Data Center (hereinafter referred to as the Rules) regulate the procedure and the sequence of actions of authorized persons, as well as regulate other technical issues related to the provision of services for the colocation of equipment in the PARKOVYI Data Center.

## 2. Terms and Definitions

2.1. In these Rules, the terms are used in the following meanings:

**Contractor** – ANTE MEDIAM Limited Liability Company.

**Client** – a legal or natural person who has concluded a Contract with the Contractor for the provision of services for the placement of equipment (colocation).

**PARKOVYI Data Center** – the Data Processing Center, an engineering and transport infrastructure facility (specialized technical site) of the Contractor. The PARKOVYI Data Center located at the address: 16a, Parkova Doroha Street, Kyiv, Ukraine.

**Services for the Colocation of Equipment** – the Services that include is the colocation of the Client's equipment in the telecommunication cabinet/rack, its connection to the uninterruptible power supply network and to other networks, as defined in the Contract. There are **the following types of the colocation** of the Client's equipment:

- Colocation of the Client's equipment in the part of the telecommunication cabinet/rack "**per unit**" in the PARKOVYI Data Center;
- Colocation of the Client's equipment in the telecommunication cabinet/rack **in the common hall** in the PARKOVYI Data Center;
- Colocation of the Client's equipment in the telecommunication cabinet/rack **in the common shielded hall** in the PARKOVYI Data Center;
- Colocation of the Client's equipment in the telecommunication cabinet/rack **in the separately shielded hall** in the PARKOVYI Data Center.

**Hall** – a premise in the PARKOVYI Data Center designed for the colocation of the telecommunication cabinets/racks and/or other equipment. The hall is equipped with an uninterruptible power supply, a fire extinguishing system, climate control and protection systems.

**Shielded hall** – a premise in the PARKOVYI Data Center designed for the colocation of the telecommunication cabinets/racks and/or other equipment. The shielded hall is equipped with an uninterruptible power supply, a fire extinguishing system, climate control and protection systems and complied with the requirements of the Rules of Technical Protection of Information for Bank Premises, where electronic banking documents are processed, approved by the Regulation of the National Bank of Ukraine dated 04.07.2007 No.243, registered by the Ministry of Justice of Ukraine on 17.08.2007 under No.955/14222, and has the appropriate Protocol of attestation tests of the server room efficiency.

**Separate shielded hall** – a premise in which the equipment of only one Client is co-located in the telecommunication cabinets/racks.

**Common shielded hall** - a premise in which the equipment of two or more Clients is co-located in the separate telecommunication cabinets/racks.

**Telecommunication cabinet/rack** – the universal constructions for the colocation typical telecommunication equipment or server equipment of the Clients.

**Internet** – a worldwide public access information system that is logically connected with the global address space and is based on the Internet Protocol, defined by international standards.

**Software** – the software.

**SPAM** – a mass mailing of electronic mail messages, mainly of an advertising nature.

**IP address** – the logical address of the device on the Internet.

**Uninterruptible power supply system** – a system that provides users with an uninterrupted supply of power with defined parameters.

**Equipment** – a telecommunication and other equipment of the Client that are transferred in accordance with the Act of Acceptance and Transfer of Equipment for the colocation to the telecommunication cabinet/rack in the PARKOVYI Data Center.

**Client's Representative** – a person designated by the Client in the List of Authorized Representatives of the Client, which is an annex to the Contract and its integral part.

**Contractor's Technical Department Employee** – an employee of the Contractor who has the necessary knowledge and is directly involved in the provision of the Services.

**Ticket System** – an information system operates at the following address: <https://ticket.datapark.ua/scp> and is designed to process Client requests regarding technical, financial or organizational issues. Access to the Ticket System is available to all Clients upon prior registration at the above address.

**1U (1 unit)** – 1.75 inches = 44.45 mm – a standard unit of measurement for the height of a rack-mounted device.

**PUE (Power Usage Effectiveness)** – the ratio of the total amount of electricity used at the PARKOVYI Data Center to the amount of electricity used by the Client's equipment.

### 3. General rules

3.1. Acceptance of the equipment is provided on the territory of the PARKOVYI Data Center at the following address: 16a, Parkova Doroha Street, Kyiv, Ukraine.

The Client's representative shall be admitted to the PARKOVYI Data Center for installation and configuration of the equipment only if the data of this person are specified in the Contract (including surname, name and patronymic, position, contact telephone numbers and e-mail address), with the obligatory presentation of a document proving the identity of this person.

The responsible person of the PARKOVYI Data Center accepts the equipment from the Client's authorized representative according to the list specified in the Act of Acceptance and Transfer of Equipment.

The Contractor shall have the right to refuse to accept the equipment in the absence of the signature of the authorized person on the Acts of Acceptance and Transfer of Equipment, in the absence of essential data on the equipment (name of the equipment, serial number, quantity and estimated cost of the equipment (according to accounting data, etc.), the passport capacity of the equipment for the colocation of equipment "by unit") in printed format, as well as in the event that the authorized person refuses to present an identity document.

3.2. The Client's equipment must be assembled in enclosures prepared for installation in a 19-inch wide server cabinet/rack and comply with fire safety standards. The Client must provide all necessary materials for installation of the equipment in the cabinet/rack. The equipment that needs to be connected to the power supply system shall be completed with a power cable (cable type PC-189-6, or other, as agreed with the Contractor).

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3.4. The Client independently prepares the equipment for connection in accordance with its technical requirements. An employee of the Contractor's technical department may inspect the

internal contents of the equipment before the Client seals the telecommunication cabinet/rack, in which it will be located.

3.5. The Client's representative shall install and connect the equipment to the power supply under the supervision of the Contractor's technical employee.

The installed equipment shall be assigned an equipment identifier, which the Client shall use in future when contacting the Contractor, in accordance with the procedure established by the Rules, on issues related to the operation and maintenance of the installed and connected equipment.

The serial number of such equipment may be used as an identifier of the equipment, and in case of its absence - any unique sequence of numbers and/or letters that the Client independently determines in the Act of Acceptance and Transfer of Equipment.

3.6. The total load on the floor must not exceed 800 kg/m<sup>2</sup>, regardless of whether the equipment in the cabinet/rack is from one or more Clients.

3.7. In order to ensure the projected air conditioning mode of the server cabinets/racks, the Client undertakes to locate the switching (copper and optical) inside the cabinet/rack in cable organizers or without creating free air intake from the "cold" corridor and release to the "hot" corridor.

3.8. Do not store in the cabinets/racks any tools, components, fasteners, boxes or other materials that are not used for installation in the server cabinet/rack.

3.9. It is forbidden to install the equipment without special fasteners, one unit of equipment on top of another. If the equipment is not supplied with a special mount, it must be installed on a server shelf.

3.10. The front side of the telecommunication cabinet/rack shall be closed with false panels provided by the Contractor.

3.11. The equipment shall be installed in accordance with the markings of the units on the sides of the telecommunication cabinets/racks.

#### **4. Procedure for connecting the equipment to the power supply**

4.1. The Client's equipment must comply with the technical and electrical safety requirements applicable to the equipment located at the communication nodes. The PARKOVYI Data Center provides power supply with a voltage of 220V with a frequency of 50Hz. If the equipment to be installed requires other power supply parameters, the necessary converters shall be provided by the Client.

4.2. The Contractor shall provide the Client with a power supply to the cabinet/rack on two independent inputs with 72 (type C13) and 12 (type C-19) sockets each.

4.3. The Client is allowed to locate equipment with a total capacity of no more than 8 kW on a cabinet/rack, if otherwise not defined in the Contract.

4.4. The Client must coordinate the equipment connection scheme and load distribution to the cabinet/rack power supply network with an employee of the Contractor's Technical Department.

4.5. It is forbidden to install electrical extension cords or electrical splitters inside the cabinet/rack.

#### **5. Procedure for providing Internet access services or information transport services**

5.1. The Client's equipment must be able to connect to the Ethernet switch via a twisted pair cable of category 6/5e (RJ-45 connector) or an optical cable with an LC (single mode) connector (SFP/SFP+ connector). If the equipment has a different interface, all the necessary components shall be provided by the Client. The equipment is connected at a speed of 10/100/1000/10000 Mbit/s, Full Duplex.

5.2. If the Client uses an optical connection to connect to the Contractor's equipment, the Client shall provide the Contractor with an optical module SFP or SFP +.

5.3. The Client is obliged to perform the actions specified by the employees of the Contractor's Technical Department to configure the network interfaces of the equipment.

5.4. The Contractor shall provide the Client with the Internet access service identifier, which the Client shall use in his/her requests.

5.5. According to the results of the connection, no data transmission errors shall be recorded on the switch port provided to the Client for use. A high amount of errors on the switch port (more than 4000 errors within 1 hour) shall be grounds for disconnecting the Contractor from the switch, with prior notification to the Client.

5.6. The Client is obliged to take all the necessary measures to prevent cases of violation of the ethics of the Internet.

packets with an incorrect source address (IP Spoofing) are sent out from the equipment;

- Domain Name Service (DNS) packets with deliberately modified data are emanating from the equipment;
- Malware or malicious code is present on the server;
- the server contains and/or runs programmes specifically designed to provide unauthorized access to information or computers;
- e-mail messages are sent from the server on behalf of addresses not belonging to the Client's network (domain);
- the server sends spam via e-mail or instant messaging services (ICQ, SMS, etc.);
- the server transmits information that has no content and creates a parasitic load on equipment and channels in volumes exceeding the amount necessary to diagnose network connectivity and the reach of individual networks;
- DDoS (Distributed Denial of Service) attack of any type is carried out from the server;
- Network scanning is performed by the server to identify lists of open ports, network structure, etc.;
- the server contains false information, other people's contact details, copyrighted information, pornographic or anti-social materials, or materials calling for terrorist actions or any other illegal acts.

5.7. In case of detection of the above situations, the Client is given a warning by e-mail at the contact email addresses defined in the Contract.

5.8. If the Client fails to eliminate the cause of the violation within 3 hours, or in exceptional cases by phone, the Client shall be given a second warning and the service shall be fully or partially restricted until the cause is eliminated, also the issue of termination of the Contract may be considered.

## **6. Procedure for providing physical optical connection (switching) services**

6.1. The Client shall have the right to order additional physical optical connections (switching) to the equipment of third persons. The technical ability to perform such connections is determined by the Contractor at the time of receipt of the order. Additional optical connections shall be made if agreed by the Client and authorized representatives of third persons. An employee of the Contractor's Technical Department performs connections using the switching cabinet/rack of the main distribution area of the PARKOVYI Data Center.

6.2. The corresponding record of the connection is made in the cable log of the Contractor, the identifier which is provided to the Client and authorized representatives of third persons.

6.3. The dissolution of the connection occurs only at the request of the Customer.

## **7. Procedure for physical access to equipment and its operation**

7.1. The Client's specialists shall independently monitor the security and relevance of their equipment and the software (hereinafter referred to as "Software") used in their work. They shall update the Software versions or make changes to the configuration in accordance with the instructions and requirements published by the Software developers and/or Internet security services.

7.2. The Contractor does not perform physical access to the equipment or perform other actions that involve breaking the seals.

The Contractor does not perform physical access to the equipment in the Client's telecommunications cabinet (including the equipment case).

The Contractor does not interfere with the administration process (changing settings, etc.) and the operation of the Software used by the Client.

The Contractor may block the operation of certain software tools on the Client's equipment only by external means, for example, by changing the settings of the switch or router, and shall notify the Client thereof.

7.3. If it is necessary to repair the Client's equipment, the equipment shall be returned to the Client, and the Parties shall draw up and sign the Act of Acceptance and Transfer (Return) of Equipment. The procedure for re-location of the equipment (after repair, etc.) shall be identical to the procedure for connection. In this case, the connection payment shall not be charged again, and the monthly payment shall be charged in full.

7.4. The Client may provide written instructions, according to which the employees of the Contractor's Technical Department may perform the relevant actions. The Instructions shall be valid after the official request of the Client's representative. The means of prompt exchange of information relating to the provision of the Contractor's services shall be agreed with the Client separately.

7.5. In order to access the premises of the PARKOVYI Data Center, the Client's Representative must have an identification document.

The intention to visit the PARKOVYI Data Center and carry out any work with the installed equipment, the Client's representative informs the Contractor on the Ticket System or email support@datapark.com.ua, indicating the type/nature of the work, at least 24 (twenty-four) hours before their start.

Such notification shall contain the Name, Surname of the person, position, contact telephone numbers and email addresses. At the same time, no more than two persons of the Client are allowed to enter the premises of the PARKOVYI Data Center for a period not exceeding two hours. Scheduled work of the Client in the premises of the PARKOVYI Data Center is allowed up to 4 (four) times per month. All other additional visits shall be agreed upon separately with the Contractor.

If it is necessary to drive to the central entrance of the PARKOVYI Data Center, the Client shall also indicate the car brand and its state number. The vehicle driving a car into the territory of the PARKOVYI Data Center is possible only in a case of loading and unloading of the Client's equipment.

If the Client needs to carry out unscheduled work on its equipment that can only be performed directly at the premises of the PARKOVYI Data Center, and if such need arises outside the specified standard time period allocated for the visit, the Client's representative shall notify the Contractor's Technical Department employee on duty via the Ticket System or email support@datapark.com.ua. The Contractor's employee shall register the request and draw up the necessary application for admission.

7.6. To carry out the work, if necessary, the Client's equipment shall be switched off and moved to a specially equipped workplace. At the workplace, the equipment shall be connected to the power

supply network and appropriate communication lines. A monitor, keyboard and mouse are provided for the work. The access of the Client's representatives to the technological premises shall be supervised by an employee of the Contractor's Technical Department. The Client's representatives shall have the right to bring to the premises of the PARKOVYI Data Center only the equipment they need for work.

7.7. The Client is prohibited from independently laying communication lines outside the rented cabinet/rack, except for communication lines within separate shielded halls.

7.8. The Client is prohibited from interfering with the equipment and communication lines of the own infrastructure of the PARKOVYI Data Center.

7.9. If during the work there is a violation of seals and the equipment remains on the territory of the PARKOVYI Data Center, the Client's representative after the work is completed seals his equipment.

Otherwise, the procedure for re-location of equipment (after repair, etc.) does not differ from the connection procedure.

At the same time, the payment for connection is not re-invoiced, and the monthly payment is charged in full.

7.10. When the fire extinguishing system is activated (light indication and voice notification), all the Client's representatives without exception shall leave the premises and territory of the PARKOVYI Data Center. Restoration of access to the Client's equipment is possible only with the permission of the duty officer of the Contractor's Technical Department.

7.11. While on the territory of the PARKOVYI Data Center, the Client's representatives are forbidden to:

- smoke;
- make any kind of photo or video recording;
- consume food and drinks;
- operate equipment or perform works that may cause damage to the premises and equipment of the PARKOVYI Data Center or be dangerous to people;
- connect to equipment that does not belong to the Client;
- make changes to the switching of equipment;
- switch on or off the engineering equipment of the PARKOVYI Data Center.

## **8. Specifics of the procedure for physical access to equipment in shielded halls**

*(in accordance with the NBU Board Resolution No. 243 of 04.07.2007 "On Approval of the Rules for Technical Protection of Information for Bank Premises Where Electronic Banking Documents are Processed" <http://zakon4.rada.gov.ua/laws/show/z0955-07>).*

8.1. Sealing of a separate shielded hall or a telecommunication cabinet/rack in a common shielded hall shall be performed by the Client's representative in the presence of an employee of the Contractor's Technical Department after the equipment is transferred and connected.

8.2. The Contractor shall not have access to the separate shielded hall of the Client. In order to perform preventive or other maintenance work on its infrastructure, the access of employees of the Contractor's Technical Department to a separate shielded hall shall be performed with the consent of the Client by notifying the Client's representative by email of the upcoming preventive maintenance work in the Client's shielded hall at least 24 (twenty-four) hours before the start of the work. The presence of the Client's representatives is possible upon request.

8.3. The Contractor has access to a common shielded hall to perform preventative or other maintenance of its own infrastructure.

8.4. The Client's representative shall agree on the exact time and date of the works in a separate shielded hall with the employees of the Contractor's Technical Department, which shall not exceed 4 working days from the date of their commencement.

8.5. In the case of emergency situations, such as fire, leakage of coolant, etc., which may damage the Contractor's equipment and the Client's equipment, in order to prevent further development of the accident and minimize its consequences, the Contractor shall be entitled to access the shielded hall and immediately notify the Client.

8.6. For the Client's access to the separate shielded hall, the Contractor shall provide the latter with an electronic access card. The Client's specialists shall have access to the separate shielded hall without the supervision of the employees of the PARKOVYI Data Center, but in compliance with other requirements of these Rules. All other additional visits shall be agreed upon separately with the Contractor.

8.7. The access of the Client's representatives to the common shielded hall shall be supervised by an employee of the Contractor's Technical Department.

8.8. The Contractor shall provide physical protection of a separate telecommunication cabinet/rack in a common shielded hall by installing locks or any other devices on the cabinet/rack and handing over the keys to the Client. At the same time, one copy of the key shall be stored by the Contractor.

8.9. The facts of opening/closing of the shielded hall shall be registered in the relevant logbook of the Contractor, indicating date and time of opening/closing; name of the person who visited the premises, signature, description of the reasons for access, etc.

### **9. Procedure for disconnecting the Client's equipment**

9.1. In case of termination of Services to the Client, as well as in case of replacement of the Client's equipment, an employee of the Contractor's Technical Department may disconnect the Client's equipment.

9.2. The equipment shall be switched off in a manner deemed appropriate by an employee of the Contractor's Technical Department, unless the Client has informed the Contractor in advance of the method of switching off the equipment. After such a shutdown, the Client shall be responsible for the correct operation of the Software on its equipment.

9.3. In case of expiry of the Contract, its early termination or termination by agreement of the Parties and in other cases provided by the Contract, the Contractor shall return the equipment to the Client, provided that the latter has no debts to the Contractor for the services provided, payment of penalties and other monetary obligations.

The Contractor hereby notifies the Client of the security of its claim for the recovery of debts for the provided services, penalties and other monetary obligations arising from to the maintenance of the Client's equipment, which was transferred in accordance with the Act of Acceptance and Transfer of Equipment, in accordance with the provisions of Paragraph 7 of Chapter 49 of the Civil Code of Ukraine.

In case the Client fails to fulfill its obligation to pay for the services provided, penalties and other monetary obligations, the Contractor shall be entitled to satisfy its claims for the recovery of debts for the services provided, penalties, other monetary obligations, from the value of the Client's equipment in accordance with Article 597 of the Civil Code of Ukraine.

9.4. After disconnecting the equipment, the Client shall collect its equipment from the PARKOVYI Data Center according to the Act of Acceptance and Transfer (Return) of Equipment within 1 (one) business day.

### **10. Application form of the Client**

10.1. The Client shall in its requests to the Contractor indicate its Client ID and the ID of the Service or the ID of the equipment for which the request is made.

10.2. Operational technical issues, as well as minor disagreements on technical issues of using the Contractor's Services shall be resolved, if technically possible, by contacting the relevant specialists of the Client through the priority use of the Ticket System, e-mail correspondence with the Contractor's Technical Support Service (support@datapark.com.ua) and by phone /044/ 377-77-70.

Any request of the Client's representatives on technical issues shall be registered by the Contractor's Support Service in the prescribed manner. The Contractor shall ensure the correct registration of requests, prompt resolution of the declared technical problems and provision of responses to requests.

### **11. The exchange of messages**

11.1. The exchange of messages in the Ticket System or electronic messages sent by the Parties to each other by email from the email addresses authorized persons of the Parties specified in the Contract, shall be recognized by the Parties as the exchange of documents and information.

11.2. Messages in the Ticket System or electronic messages sent by the Client from email addresses other than those defined in the Contract shall not be considered by the Contractor, and no responses to such messages shall be provided.

11.3. A message of the Ticket System or an electronic message shall be deemed received from the moment when the Party to whom the message is addressed has the opportunity to access it, namely from the moment the message is received by the server ensuring the functioning of the Ticket System or the electronic message is received by the mail server used by the addressee to receive e-mail.

11.4. Any files attached to the Ticket System message (attachments) or attached to an email message (attachments) are an integral part of this message.

### **12. Contact details**

12.1. Contractor's technical assistance contact details:

Ticker system	<a href="https://ticket.datapark.ua/scp">https://ticket.datapark.ua/scp</a>
Email	support@datapark.com.ua
Phone number	+380(44)377-77-70
WEB page	<a href="https://datapark.ua">https://datapark.ua</a>



