

## **Special conditions: Colocation & IP Services**

### **§1 – Specifications**

1.1 - Colocations in this context means the placements of own devices in a data center of the provider. The data center is a closed room designed for the operation of IT technology. In particular, this means air conditioning and uninterruptible power supply as well as protection against unauthorized access.

1.2 – All services that enable a device to access the Internet or a part of it are defined as IP services. This access takes place by assigning a unique address based on the Internet Protocol (IP). This address allows the device to exchange data packets with other devices that can be reached on the Internet.

1.3 – The provider guarantees compliance with the standards defined in the respective service level agreements. If no SLA are defined, the “Service Level Agreements – Basics” automatically apply.

1.4 – The Service details as well as the site result from the contract documents.

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### **§2 - Duties of the provider**

2.1 - The provider is obliged to grant the customer unrestricted access to the data center. The period between registration and access results from the reaction times of the respective valid service level agreements. The duration of the stay is limited to necessary interventions in the systems of the customer and can be limited in individual cases to 24 hours. The admission of further persons is to be announced at least 48 hours before and can be denied justified by the provider.

2.2 - The customer is provided with access to the administration interface, which enables him at any time to use or view the real-time traffic accounting, the rescue system, the installation manager, the RDNS & DNS administration, the web reset control and the billing data. It is within the customer's responsibility to ensure that the systems he wants to use for access fulfill all necessary conditions therefor. The access may be limited due to maintenance in exceptional cases.

2.3 - The customer will be provided with IP addresses according to contractual agreement and in accordance with the RIPE guidelines. He gets the possibility to configure null routes of his own IPs.

2.4 - The Internet connection is provided via the network of the provider.

2.5 - The customer is entitled to a separate virtual network (VLAN) when operating multiple servers. This is set up by the provider without further agreement. The customer will not incur any disadvantages, nor will the connection be impaired in any way. He does not have to make any changes to his technology or network settings.

2.6 - The provider ensures telephone and email support within the scope of the contractual obligations to the best of its knowledge and belief. Unless otherwise agreed, remote hands and services are billed by technical staff of the provider according to the respective price lists.

2.7 - In case of attacks on the server or through the server, the provider is allowed to partially or completely demarcate these from the network until they are rectified. In general, the provider will block attacked IP addresses of the customer automatically. This is primarily to protect the customer from financial loss due to excessive use of the line.

2.8 - It is the responsibility of the provider to ensure the flawless condition of the technical infrastructure. This include power supply, air conditioning, server cabinets and network technology operated by Accelerated.

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### **§3 - Obligations of the client**

3.1 - The customer must ensure that the technology used is suitable for its respective purpose and meets the contractually defined parameters. This includes in particular the agreed mounting form. It is also up to the customer to take care of the technical and physical condition of his systems or to entrust the provider with the maintenance. The customer is liable for any damage caused by his technology.

3.2 - The provider must be given copies of valid photo IDs of all authorized persons to access the datacenter. He is also released from all voluntary and legal data protection provisions for the transfer of these copies to any third party who are in contractual relationship with the provider and carry out personal access control in his name. These include property operators, security companies and service providers who are responsible for security during their stay.

3.3 - During and after a stay in the data center, the customer is fully liable for negligent and intentional damage caused to the provider as a result of his actions or omissions. This liability also includes any other persons who gain access on the grounds of legitimization from the customer.

3.4 – The removal of items from the data center is permitted only with the prior consent of the provider. Activities of the customer are in any case limited to own devices. Third-party devices may under no circumstances be touched, moved, used or changed.