

## Service Agreement No. DCH-XXX/2010

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### I. Contracting parties

**The Provider:** COOLHOUSING s.r.o.  
registered address: Na Okraji 6, Praha 6, 162 00  
banking details: Komerční Banka, č.ú. 51-1028170217/0100  
represented by: Ing. Karlem Umlaufem  
registered in the Commercial Register at the City  
Court in Prague, Section C, Insert 4766  
Co ID : 14893983  
VAT reg: CZ14893983

### The Client:

permanent  
address / registered  
address

banking details:

Co ID :

VAT reg:

### II. The Subject of this Agreement

1. The Provider is obligated to provide the Client with services according to specifications included in appendix No. 1 of this Agreement and under conditions specified in this Agreement, as well in the General Trading and Business Conditions (hereinafter referred to as the "GTBC" only), which are an inseparable part of this Agreement.
2. The Client is obligated to offer to the Provider the necessary and required assistance and to pay the Provider the agreed price for the received service.

### **III. Provider Rights and Responsibilities**

1. Unless specifically requested by the Client, the Provider is not allowed to interfere with the data contents of the Client or to monitor electronic mail of the Client, except in a situation when requested by authorities of the Czech Republic (Court of law, the Police of the Czech Republic, etc.).
2. The Provider shall inform the Client about all events that prevent him from providing services to the Client as described in Item II of this Agreement, if he was aware about these events in advance, so the Client may apply relevant prevention measures. This shall mainly concern service interruptions due to maintenance of the network infrastructure, power blackouts, breakdowns, reconstructions of buildings, utility and power supply grids or reconstruction of spaces or rooms where these services are supplied. The Provider shall inform the Client about such situations on his webpage or via email.
3. The Provider shall have the right to interrupt or to stop providing his services immediately, if the Client uses the service to send spam or if he allowed a third party to use his service to send out spam.
4. The Provider may stop providing his services immediately if the Client uses his service to attack other servers ("DOS", "Smurf", "WinNuke", "LAND", "TearDrop", etc.) or if he compromises other subjects connected to the Internet network.

### **IV. Client Rights and Responsibilities**

1. The Client is not allowed to use the services provided in accordance with this Agreement to spread defective or harmful contents, which is defined in the General Trade and Business Conditions of the Provider.
2. The Client is obligated to observe technical parameters established by the Provider.
3. Requests of the Provider may be announced only by a person specified in appendix No. 2 of this Agreement and authorized by the Provider to do so. Request and announcement regulations are specified in appendix No. 2.

### **V. Payment Terms**

1. Proforma invoices shall be sent to the Client electronically.
2. Invoices shall be payable and due within 14 calendar days. The invoice is considered as paid when the applicable amount is withdrawn from the Client account.
3. Should the Client fail to pay the issued invoice in time, the Provider shall have the right to stop providing his services until the due amount is paid in full. The Provider shall have the right to charge the Client a service reinstatement fee according to a valid pricelist.

4. Should the Client fail to pay the relevant invoice in time, the Provider shall have the right to issue a contractual fine in the amount of 0.05% of the due amount per each delayed day. The invoice shall be considered as paid in full when the relevant amount is credited to the account of the Provider.

## **VI. Authorized Persons of the Client**

1. Only authorized persons of the Client are allowed to enter the Provider's property. A list of such persons shall form an inseparable part of this Agreement. Server house access regulations are also available on the webpage of the Provider.
2. Only authorized persons of the Provider listed in appendix No. 2 of this Agreement may request customer support services (usually server restart, setup of reverse DNS records, IP address assignment, etc.)

## **VII. Joint and Closing Provision**

1. This Agreement has been concluded for an indefinite period.
2. This Agreement may be withdrawn from by a cancellation or by withdrawal notice. The withdrawal period has been established at three months and shall commence on the first month following the month during which either party received the withdrawal notice via electronic mail or via registered mail. Paid deposits are non-refundable.
3. Either party may withdraw from this Agreement if the other party seriously violates regulations included in this Agreement. A serious violation is considered the failure of the Client to pay the relevant invoice. Further, a serious violation of provisions of this Agreement is a failure of either party to observe regulations included in this Agreement or in the "GTBC".
4. This Agreement has been produced in two original copies, whereas each contracting party shall receive one copy. This Agreement shall take legal effect when both contracting parties execute their signatures below.
5. These following appendixes are an inseparable part of this Agreement:
  - Appendix No. 1 - Specification of provided services
  - Appendix No. 2 - Contact persons and request and announcement regulationsCOOLHOUSING s.r.o. General Trade and Business Conditions and current pricelist (available in electronic form only at <http://www.coolhousing.net>)

In.....

On.....

.....  
The Provider

.....  
The Client

## **Appendix No. 1**

### **Specification of Provided Services**

1. The Provider is obligated to provide the Client with a server as specified below:

<b>Model:</b>
<b>Processor</b>
<b>Memory</b>
<b>Hard Disk</b>

2. **The server was assigned the following ID: DCH-**
3. **The Client shall rent the server. The server monthly rental fee is: XXXXX,- CZK /month**
4. The Provider shall provide Internet connection for the Client server via TCP/IP protocol, so his server may provide intrastate and interstate data services. The server connection parameters are:
- Dedicated /Shared connection parameters:
- 1 Gbps shared connection to NIX.cz
  - 32 Mbps shared transit connection
  - Maximum aggregation ratio 1:24
5. The Client has been assigned IPv4 and IPv6 addresses from the address space of the Provider:
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6. It is prohibited to propagate the assigned IP addresses in routing protocols used by other data service providers.
7. The Client may install the service by himself or the Provider may assist the Client with the installation. If the Provider assists the Client with the service installation, the Provider shall inform the Client about the installation. From this moment, the Client shall be the only one responsible for the maintenance of the server.
8. The provided services also include the maintenance of the server. In the case of a HW defect or a breakdown caused by regular operation and use, the Provider shall provide HW components no later than before the end of the following working day after the defect in question has been reported. The Provider is not responsible for data loss due to defect or breakdown of the HW.
9. The technology will be installed and placed in the data center of the Provider at the Stimbuilding complex, Vinohradská 190, Prague 3.

## Appendix No. 2

### Authorized Persons and Request and Reporting Regulations

1. Persons authorized by the Client to access the server:

Name:	Identification document:	Document number:	E-mail:

2. Electronic address where invoices and other relevant service information shall be received:

3. Authorized Persons and Request and Reporting Regulations

3.1. The Client shall send his request to: info@coolhousing.net Only authorized persons specified in Item 1 may send requests to this address.

**3.2. The Request must include:**

1. Identification information of the Client and the Agreement number
2. Number of the server that has a problem
3. Description of the request or the reported problem

3.3 After the report is stored in the message/report processing system, an automated reply is sent out as a confirmation of the receipt. The subject of the reply shows the request identifier starting with "#". **This identifier shown in the subject of the reply shall be used as a reference for any future communication relevant to the request.** If you send a new request, do not use the old identifier. A new identifier will be assigned to each new request!

3.4 A request may also be reported or communicated by calling the numbers below:

+420 777 31 00 00  
+420 777 31 09 70

3.5 Requests may be reported and communicated 24 hours per day.