

APPENDIX 1

1. General conditions

1. Every protest against any invoice or order form will be sent to NUCLEUS bvba with registered (air)mail within 7 working days after the invoice/order date.

Without such protest the invoice/order will be considered as totally being accepted.

Any complaint about delivery or service cannot be called upon to postpone payment of the invoice.

2. The invoices are held to be paid no later than their payment date.

Not or partially paid invoices will lead to, without any prior notice, debt interests equal to the outstanding rate of a debit account within a Belgian bank plus 2%, with a minimum of 12% per year on the outstanding amount until the day of full payment. In this case the due amount will be raised without any prior notice with a non-payment cost of 15% of the due amount with a minimum of 125 €.

3. All our prices are net prices in Euro exclusive VAT. All taxes, rights and costs due at delivery or later, are being paid by the customer.

Our price offers are not binding unless stated otherwise. Offered prices are no longer valid beyond 30 days after the offer.

4. Cancellation of contract can only be done with a one month prior notice sent by registered (air)mail. This has to be received by Nucleus no later than 30 days prior to the end of the contract term. Without such a prior notice the contract is considered to be prolonged for one year.

5. NUCLEUS bvba cannot be held responsible for any consequence of the usage of the delivered electronic media, hardware or services, nor for problems caused by external factors not related to the delivered electronic media, hardware or services.

Where applicable, our services are covered by an SLA. The liability of Nucleus is in all cases covered by the penalty system in the SLA. Nucleus will take no other liability in case of interruption of our services.

The buyer recognizes that he was well informed before placing the order about all possibilities of the delivered software. The usage and sales conditions of standard software which was not development by NUCLEUS bvba but is being sold in reference to this contract shall be honored by the buyer. Not following these sales conditions cannot lead to any liability of NUCLEUS bvba.

The client has to have insurances for his equipment which is placed in our datacenters against all risks. The insurance has to mention a waiver of all claims against Nucleus and its clients concerning damage to the equipment. All handling to the equipment of the client, including all risks of these handlings, are only liable to the customer.

The client remains responsible for adequate backup of the data hosted on our servers. Nucleus will not be held responsible for the damage by data loss and is only held to restore the data on the backup medium without any charge only when data integrity was compromised by an event which is explicitly covered by our SLA.

6. All our work is being protected by copyright and international rights. Illegal duplication or distribution by any means of our electronic media is not allowed and shall be legally prosecuted by the full extinct of the law.

7. Delivery terms are only given as information. Delaying such delivery timings will not lead to dissolving the order neither will it lead to any discount.

8. Delivery is always at full risk and cost of the buyer.

9. Everything will be considered the full property of NUCLEUS bvba until full payment is received.

10. Registration of any domain will be considered done by the general conditions set by the involved ccTLD or TLD registrar. The buyer recognizes these general conditions which can be found on the Internet.

NUCLEUS bvba has no liability whatsoever for domains registered. The buyer will indemnify NUCLEUS bvba for all damage and costs caused by irregular domain registrations.

11. The hosting, colocation or other internet services provided by NUCLEUS bvba shall not be used for illegal activities. The buyer will indemnify NUCLEUS for all damage and costs caused by illegal activities. The activities of the client can neither be the cause of other illegal activities.

Illegal pornographic, copyright protected material or anything out of order in regard to good moral shall not be hosted in our network.

12. This contract resides under Belgian and European law.

If any article of this contract would be suspended, it will be replaced with an article with the same purpose.

Any legal proceeding will be treated by the courts of Antwerp.

Privacy:

Personal data will be recorded in our databases for administrative and commercial activities. The law of 8 December 1992 gives you the right to look into and if necessary correct this data which reflects on you.

Specific terms on the Nucleus products and services

1. Monthly rental prices can be adjusted to the official Belgian index as follows:

$\text{price} \times (\text{new index}) / (\text{index start contract})$

2. Power usage prices, including colocation prices in which power consumption is included, can be separately adjusted to the Belgian elindex:

$\text{power price} \times (\text{new elindex}) / (\text{elindex start contract})$

3. Power usage is calculated as follows:

We measure the power consumption in five minutes intervals. A weighted average is calculated from these measurements and is express in ampère.

When needed, kwh is calculated as follows:

$\text{kwh} = \text{ampere} \times 230 (\text{volt}) \times 24 (\text{hours/day}) \times 30.5 (\text{days/month}) / 1000$

2. Service level agreement

2.1. General conditions

This SLA is on a monthly basis. Each first day of the month the counters are reset to zero.
Announced maintenance will not be considered as downtime.

2.2. Calculation of the service levels

The availability of the Nucleus services is calculated with the following formula:

$B: = (Nt - Dt) / Nt \times 100\%$

Nt: = Time that the service should be up

Dt: = Time during the service was down

Maintenance frames are not taken into consideration.

2.3. Power

Description	<i>Availability of power to your equipment</i>
Service level	230 V is guaranteed for 99,99% Downtime caused by faults in the electric equipment of the customer is not considered in this SLA.

2.4. Connectivity

Description	<i>Network connectivity to your equipment</i>
Service level	Internet connectivity is guaranteed for 99.97%. A 100mbit switch port is being guaranteed, connected to one of our borderline switches. Faults in the network equipment of the customer are not considered in this SLA.

2.5. Security

Description	<i>Security of your equipment</i>
Service level	Access controls, door locks and video recording are available 24h/7d. This SLA is guaranteed for 99,99%.

2.6. Climate control

Description	<i>Climate control, controlling temperature and humidity of the colocation room</i>
Service level	An average temperature of 22°C is maintained. This can vary from 20° to 25°. An average humidity of 50% which varies from 40% to 60% is maintained. Both are 100% controlled.

2.7. Hardware

Omschrijving	<i>Dedicated hardware (if applicable)</i>
Service level	Dedicated hardware is guaranteed for 99.9%. Costs concerning replacing faulty hardware are covered as far as the hardware replacement itself.

2.8. Penalties

Compensation is given when the SLA is not reached. The total compensation is limited to 50% of the monthly service fee.

Unavailability of the SLA	Penalty in % of the monthly colocation fee
< 0,5%	5%
0,5 % - 1,5 %	10%
1,5% - 5 %	20 %
>5%	50%