

## Special Conditions for colocation

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### 1.0 General

Colocation is a hosting service where the Customer places their data equipment in STW's data rooms. This agreement regulates the relationship between ServeTheWorld AS (STW) and the Customer. The purpose of this document is to set out the specific terms and conditions that apply to colocation. These specific terms supplement the general terms and conditions. In the event of a conflict between the two, the specific terms shall prevail over the general terms.

Matters not defined in the specific terms fall under the general terms and conditions.

### 2.0 Equipment Requirements

The Customer is responsible for using standardized rack equipment that is compatible with the racks currently used by STW in its data rooms.

All installed equipment must be approved for use in data rooms and comply with applicable laws and regulations, STW's own policies and guidelines, as well as any third-party requirements related to the data room. The equipment must not pose a risk of overload, short circuit, or otherwise damage the electrical system, network, or other technical equipment in the data room. Use of any power source other than those provided by ServeTheWorld is prohibited.

ServeTheWorld reserves the right to deny placement of equipment that is deemed to pose a risk or inconvenience to the operating environment, personnel, or other material assets.

The Customer is always independently responsible for confirming with STW, prior to acquisition, that the intended equipment meets the current installation requirements for the data room.

Equipment that, upon installation or later, is found to violate these provisions may be removed or disconnected without prior notice. In such cases, STW will notify the Customer as soon as practicable.

### 3.0 Data Room Access

Customer personnel may be granted access to racks or rooms where only the Customer's equipment is located. Individuals who gain access to racks, rooms, or the data center are obligated to comply with the current rules and guidelines for the area. Each individual is responsible for staying informed of these rules and any updates. Rules and guidelines are available on-site or upon request to STW.

Access is personal and may not be transferred under any circumstances unless prior written approval has been obtained from STW.

In the event of a breach of current rules and guidelines, STW may charge the Customer for any additional costs and fees, whether imposed by a third party or as per STW's own price list.

### 4.0 Escort Service

Escort service means that STW personnel accompany authorized Customer personnel into data rooms or racks where the individual does not have personal access permission.

During such visits, the Customer's personnel must at all times follow all applicable procedures, guidelines, and instructions provided by STW staff.

If the Customer's equipment is placed in racks without a dedicated door, where other parties have also installed equipment, access is only granted through escort service. Under no circumstances is unescorted access to shared equipment permitted.

Escort service must be scheduled in advance. STW will invoice the Customer for the time spent, according to the applicable hourly rate. This includes any preparations, travel time, and related costs.

### **5.0 STW's Responsibility for Infrastructure**

STW shall ensure adequate capacity and is responsible for the operation and maintenance of infrastructure related to climate control, ventilation, and power supply.

STW is responsible for establishing and maintaining necessary security routines reasonably sufficient to prevent unauthorized access to the Customer's equipment and data at STW.

Furthermore, STW monitors the distribution of electrical loads across phases in multi-phase systems and has the right to reroute the Customer's power cables if deemed necessary to meet technical requirements or ensure proper load balancing.

### **6.0 Customer's Responsibility for Equipment Connection**

The Customer is responsible for connecting their equipment to the power outlets provided by STW.

If the rack or room is equipped with multiple power circuits for redundancy, the Customer must ensure that the equipment is correctly connected to all necessary circuits to achieve sufficient operational reliability.

The Customer is obligated to comply with the agreed maximum power consumption and must ensure that this limit is never exceeded.

### **7.0 Power Overconsumption**

If the agreed power consumption is exceeded, STW will invoice the Customer for the excess usage.

STW performs automatic or periodic manual measurements of the Customer's power consumption. If these measurements reveal overconsumption, the results will form the basis for invoicing.

If overconsumption is deemed technically unsafe, STW reserves the right to immediately disconnect the Customer's equipment without prior notice to protect infrastructure and maintain stable operations.

### **8.0 Availability**

If an availability guarantee is defined, the Customer may claim a reduction in the ongoing service costs for the affected service in the event of a breach of the guarantee.

No price reduction can be claimed for other services as a result of availability issues with the specific service.

The availability guarantee only applies when the Customer's equipment is properly connected to the available redundant power circuits.

### **9.0 Annual Price Adjustment**

The Provider will perform an annual price adjustment based on the Consumer Price Index (CPI), or a minimum of 2.5%, whichever results in the higher adjustment.

### **10.0 Damage and Liability**

The Customer is at all times responsible for any damage caused to STW's or third-party equipment, services, or other tangible or intangible assets, when such damage is directly or indirectly caused by the Customer's equipment, personnel, or representatives.

In case of damage, the Customer shall indemnify and hold STW harmless from any liability. If this is not possible, the Customer undertakes to step into STW's position and assume full liability towards third parties.

### **11.0 Liability**

The Customer may under no circumstances claim compensation beyond the amount the Customer has paid for colocation in the last 12 months, counted from the time liability was notified.

Compensation does not cover liability for indirect losses, including loss of profit, consequential damages, or other follow-on losses.

Claims for compensation must be submitted without undue delay. STW is not liable for damages in the event of Force Majeure.