OPERATING RULES OF HOSTING CENTRES

Effective from 21.6.2014

Article 1
Introductory provisions

(1) O2 Czech Republic a.s., having its registered office at the address Za Brumlovkou 266/2, 140 22 Prague 4 – Michle, business ID No: 60193336, Tax ID No: CZ60193336, entered in the Companies Register of the Municipal Court in Prague, section B, volume 2322 (referred to hereinafter as the "Provider"), issues these Operating Rules of Hosting Centres (referred to hereinafter as “Operating Rules”) regulating the fundamentals of access and conditions for movement and behaviour on the premises of the Hosting Centre (referred to hereinafter as “Hosting Centre”).

(2) Address of Hosting Centres:

Hosting Centre Nagano
K Červenému dvoru 25/3156
130 00, Prague 3 – Strašnice

Hosting Centre Chodov
V lomech 2339/1
149 00 Prague 4 – Chodov

Hosting Centre Hradec Králové
Akademika Bedrny 365/10
500 03 Hradec Králové

Article 2
Authorised Workers of the Customer and third parties accompanied by them

(1) Authorised Workers of the Customer means persons specified in the List of Authorised Workers of the Customer, which constitutes an integral part of the Hosting Services Provision Contract. The Customer has the right and duty to keep the List of Authorised Workers of the Customer up to date.

(2) Magnetic entry cards or entry permits are issued and activated for the Authorised Workers of the Customer. The Authorised Workers of the Customer are obliged to announce the loss or theft of magnetic access cards or entry permits without delay to the workers of the Provider or the non-stop technical support of the Hosting Centre. The Customer is billed a charge of CZK 300 for the loss of a magnetic entry card.

(3) The Provider will afford access to the premises of the Hosting Centre only to Authorised Workers of the Customer, and in necessary cases to third persons accompanied by the Authorised Workers of the Customer. For third persons it is necessary to perform additional authorisation by filling in a protocol concerning responsibility for the third persons in the Hosting Centre.

(4) The Customer is obliged to acquaint the Authorised Workers of the Customer with these Operating Rules, and the Authorised Workers of the Customer are obliged to adhere always to the conditions designated in these Operating Rules and to ensure that the third persons accompanied by them are also acquainted with them and adhere to them.

(5) The Customer is obliged to ensure that the Authorised Workers of the Customer are demonstrably familiarised with the fire and safety regulations displayed on the premises of the Hosting Centre. The Authorised Workers of the Customer are obliged always to adhere to the instructions designated in the fire and safety regulations and to ensure that third persons accompanied by them are also acquainted with them and adhere to them.
(6) The Provider is not responsible in the premises of the Hosting Centre of the Provider for any harm to the health of Authorised Workers of the Customer or third parties whom they accompany resulting from non-adherence to generally valid fundamentals of safe behaviour, breach of legal or other regulations for ensuring occupational health and safety (OHaS), the Operating Rules, or fire and safety regulations with which they have been acquainted. Neither is the Provider liable if any injury occurs in connection with the use of alcoholic drinks or habit-forming substances.

(7) The Authorised Workers of the Customer and the third persons whom they accompany are obliged to inform the workers of the Provider of shortcomings and faults at the workplace or the performance of such activities or work which could threaten occupational health and safety and to participate in their elimination according to their possibilities; to announce to the workers of the Provider without delay their injury if their state of health allows it and the injury of another person which they witnessed and to cooperate on the investigation of their causes.

Article 3
Entry to Hosting Centre

(1) The Authorised Workers of the Customer and third parties whom they accompany may enter the Hosting Centre 24 hours a day, 7 days a week.

(2) Authorised Workers of the Customer equipped with magnetic entry cards prove their identity by placing the card on the read zone of the security equipment located at the entry room with reception. After successful verification of card validity, the security equipment will permit entry to other premises of the Hosting Centre. In other areas of the Hosting Centre there are other security devices allowing entry to individual rooms and halls. The Authorised Workers of the Customer equipped with magnetic entry cards can be called upon by the security service to submit personal documents to prove identity.

(3) Authorised Workers of the Customer not equipped with magnetic entry cards request the issue of temporary visitor magnetic entry cards during every visit to the Hosting Centre. The security service will issue them with these cards on the basis of verification of their identity and checking of their entry in the List of Authorised Workers of the Customer. If the applicant for entry is not given on the List of Authorised Workers of the Customer, he will not be allowed entry. Authorised Workers of the Customer equipped with permits for entry then proceed in the same way as Authorised Workers of the Customer equipped with magnetic entry cards, but when they leave the Hosting Centre they surrender the visitor magnetic entry cards to the security service.

(4) Along with the Authorised Workers of the Customer and the workers of the Provider, third persons accompanied by the Authorised Workers of the Customer perform additional authorisation by filling in a protocol concerning responsibility for the third persons in the Hosting Centre and then ask for the issue of visitor magnetic entry cards. The security service issues them these cards. Third persons accompanied by Authorised Workers of the Customer equipped with permits for entry then proceed in the same way as Authorised Workers of the Customer equipped with magnetic entry cards, but when they leave the Hosting Centre they surrender the visitor magnetic entry cards to the security service.

(5) Third persons may only move and stay on the premises of the Hosting Centre if accompanied by the Authorised Workers of the Customer, and the Authorised Workers of the Customer are fully responsible for all their activity and behaviour and for any damage they cause.

(6) Authorised Workers of the Customer and third persons accompanied by them who do not submit personal documents at the request of the security service will not be allowed entry to the Hosting Centre.

(7) In the case of unauthorised use of an entry identification card, it will be seized by the workers of the Security Service or responsible worker of the Provider.

(8) In the Hosting Centre a Customer can rent an Unmanned Keybox - box for keeping keys to the equipment. Access to the relevant box is possible only with the magnetic entry card. Access monitored non-stop, and records about the use of the box are kept.
(9) Before entry to the hosting hall the Authorised Workers of the Customer and third parties accompanied by them are obliged to use the protective footwear/overshoes available in the entry room with reception.

(10) It is forbidden to enter the Hosting Centre with food, drinks, animals, large luggage or weapons, flammable substances, explosives or other dangerous items and substances.

(11) In the entire object of the Hosting Centre it is forbidden to smoke or handle naked flames.

(12) In the entire building of the Hosting Centre it is forbidden to take photographs, make video recordings or make other recording without the prior written consent of the Provider.

(13) Authorised Workers of the Customer and third persons accompanied by them whom the workers of the security service or Provider justifiably believe to be under the influence of alcohol or other narcotics will not be allowed into the Hosting Centre.

(14) The movement of Authorised Workers of the Customer and third persons accompanied by them in the Hosting Centre is monitored by cameras, which are monitored by the workers of the Provider. The security service keeps the recordings from the camera for a period of 30 days.

(15) The Authorised Workers of the Customer and third persons accompanied by them may remain on the premises of the Hosting Centre for the period necessary for the performance of work on the Equipment of the Customer for which they are authorised by the Technical and Servicing Specifications and Conditions.

(16) The Authorised Workers of the Customer and third persons accompanied by them may move on the premises of the Hosting Centre only in the manner necessary for the performance of work on the Equipment of the Customer for which they are authorised by the Technical and Servicing Specifications and Conditions.

(17) The Authorised Workers of the Customer and third persons accompanied by them may move on the premises of the Hosting Centre only in the manner necessary for the performance of work on the Equipment of the Customer for which they are authorised by the Technical and Servicing Specification and Conditions.

(18) The Authorised Workers of the Customer and third persons accompanied by them must not in any manner threaten or disturb the activity of other Equipment of Customers. Neither may the Authorised Workers of the Customer and third persons accompanied by them interfere with the double floor, i.e., open it, enter the space in the double floor, and in particular they must not in any way interfere with the systems installed in the spaces of the DC (cabling, power etc.), or in any way interfere with this equipment or disturb or influence other equipment of the Provider.

(19) Things which are not necessary for the performance of the work for which the Authorised Workers of the Customer and third persons accompanied by them are authorised by the Technical and Servicing Specification and the Conditions must be left in the premises designated by the Provider. These premises are locked, and access to the keys is only possible via the security service.

(20) The Customer is obliged to announce the installation or change of installation of Customer Equipment in advance to workers of the Provider or to non-stop technical support of the Hosting Centre. If this does not involve a servicing intervention it is necessary to announce it 3 working days in advance, and in the case of the installation of a larger number of devices, it is necessary to announce this and discuss it with the responsible workers of the Provider one month in advance.

(21) The Provider is authorised to require of the customer precise technical parameters of the located equipment, such as electrical power, dimensions and weight of equipment, heat output of equipment and, last but not least, the unique identifier of the equipment (serial number). The Provider also reserves the right to mark the located equipment with its own identification equipment, marking. All equipment is subject to recording.

(22) Requirements for increased electrical power input or any other special requirements must be specified in detail in the Technical and Servicing Specification in such a way that it is possible to make the alterations before the actual installation of the Customer Equipment. The subsequent alteration of power supply is performed only when the Customer Equipment is switched off, and the Customer is thus exposed to the risk of an operational outage.
Floor management, or the rules for the location of the customer technologies, comes fully within the competence of the Provider's workers. The Customer does not have freedom in the location of its equipment from the aspect of position in the hosting halls. Depending on the type and scope of service or perspective of further development, the equipment of the Customer may be located anywhere in the hosting halls. The location is specified in the Handover Protocol of hosting services.

The Authorised Workers of the Customer and third persons accompanied by them do not have access to the double floor of the hosting halls.

Before the Authorised Workers of the Customer and third persons accompanied by them leave the Hosting Centre, the worker of the Provider visually checks the state of the hosting premises. The Authorised Workers of the Customer and third persons accompanied by them are obliged to abide by the instructions of the Worker concerning cleanliness and order on the premises of the Hosting Centre.

If the Customer wants to take away its own equipment, it must announce its intention in advance to the Provider, who will ensure the making out of protocols concerning the receipt/issue of Customer Equipment.

Article 4
Use of shared resources

(1) In every hosting hall in the Hosting Centre, the Authorised Workers of the Customer have at their disposal a monitor, keyboard and mouse on a mobile table. In the room for remote installation and configuration of technology a monitor, keyboard, mouse and also computer with monitor and keyboard connected to the internet and basic set of tools and screws (referred to hereinafter as "Shared Resources") is available.

(2) All Authorised Workers of the Customer have the right to use the Shared Resources.

(3) If other Authorised Workers of a Customer need the Shared Resources, and the first Authorised Workers of a Customer have been using them for more than 30 minutes, the right to use the Shared Resources moves to the next Authorised Workers of a Customer in the queue.

(4) In the event that the Authorised Workers of the Customer need to perform time-consuming alterations to the Customer Equipment directly on the premises of the Hosting Centre, it is necessary to announce it to the workers of the Provider or non-stop technical support of the Hosting Centre at least 3 working days in advance. In such a case, the Provider will ensure for it a monitor, keyboard and mouse for its purposes.

(5) The workers of the Provider are authorised to order that the Customer Equipment be brought into the room for remote installation and configuration of technology for repair.

Article 5
Článek 1 Concluding provisions

(1) Other rights and duties are defined in the Hosting Services Provision Contract, of which these Operating Rules are an annex.

(2) The Operating Rules may be changed by the Provider. The Provider will announce changes to the Operating Rules one (1) month in advance in a suitable manner, for example, by notification on Provider's internet pages, notification in premises of Hosting Centre etc. The valid Operating Rules are available in the entry room with reception of the Hosting Centre.

(3) The Operating Rules become valid and effective on the date 21. 6. 2014