

Contract N°

CONTRACT FOR THE SUPPLY OF SERVICES

This document represents the Terms of Use and General Conditions, it is a contract for the provision of services

This contract is stipulated between the supplier:

GLOBAL HOST 23 SRLS (Fiber 23)with operational headquarters in Via Arsenio Crespellani 57 cap; 00119-Roma.
P.IVA IT16629961000 Nr AGCOM 38648 AS57142;

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Name/ Company VAT

Address P.code City

e-mail @ defined as the "customer".

Our services can be purchased on the website www.fiber23.it, they are sold individually, as a package or personalized offers.

Service purchased

The transition from one package to another can be carried out at any time, but always based on the technical possibilities of the supplier at the time of the request, maintaining and respecting the same rules of this contract, also published on the website www.fiber23.it L Activation will be carried out within 2 days (valid for services colocation, IP transit) of payment confirmation, subject to demonstrable documentation.

Fiber 23. may change the cost for the services at any time

-IP TRANSIT
-COLOCATION
-IPV4
-CAGE

on which new taxes are determined or established. In the event of renewal of the contract, prices may change without notice.

1. Value of services and payment terms.

The contract has a duration relative to the agreed periodicity but not less than 3 months. Unless otherwise specified, the duration will be years , and runs from . Each modification is made on the basis of an additional deed report, signed by both parties.

The value of the services chosen by the customer amounts to € The services may be canceled and therefore refunded no later than 5 days from the date of activation of the same by e-mail to the commercial department.

After 5 days the customer will have another 15 days to withdraw from the contract without paying a penalty and without being refunded.

If these times are not respected, exceeding 30 days, the customer will be required to pay the supplier a penalty equal to 100% of the value of the remaining contract.

In case of non-payment within the deadline indicated on the invoice, Global Host 23 srls. has the right to block the equipment located in our Data Center for warranty purposes for 30 days, the time the customer has to pay the invoice(s).

If the customer does not pay the remaining balance within 30 days, the equipment owned by him located in our Data Center will become the property of the Fiber 23 company.

2. KW consumption reading

The cost of Housing & Colocation based on monthly consumption may vary without notice from the F i b e r 23 supplier, only if the service is based on consumption and not at a fixed kw cost.

Housing services may undergo increases but not more than 25% compared to the contract, without notice based on the Italian market.

3. Cancellation of the contract

Fiber 23 may cancel the provision of the services established by contract with the customer, immediately, irrevocably and with or without prior notification if:

1. The customer has not complied with, violated or treated inappropriately this regulation (including any Fiber 23 regulation) or breached Italian law;
2. The customer provided false information or false identity when registering;
3. The customer has not respected the conditions relating to the accuracy, clarity and validity of the registration data.
4. The customer does not repeatedly respond to communications sent by the supplier on the email declared at the time of registration;
5. The customer is involved in illegal activities, fraud or the sale of products or services that do not comply with legal requirements;
6. The customer, a representative/employee of the same, a partner (natural or legal person) or a representative/employee of the partner is involved personally or through third parties in activities that may cause damage to the image/reputation and identity of Fiber 23 .;
7. The customer has not paid the value of the service established by contract;

4. Use of services

All services offered by Fiber23 can be used for legal purposes only. The transmission, storage or presentation of information, data or materials that infringe Italian or international law is prohibited. Some examples, but not only, are:

1. 1. Material protected by copyright, trademark right, trade secret, public image or privacy right or any other proprietary right, without the express written consent of the relevant owner or (e) in violation of applicable law.
2. 2. Material that is, or may be: (a) threatening, harassing, degrading, hateful, intimidating, or otherwise harmful to the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious or tortious;
3. 3. Obscene, indecent, pornographic or otherwise objectionable material;
4. 4. Pirated software;
5. 5. Hacker programs or archives;
6. 6. Proxies and proxy platforms;
7. 7. Software for sending unwanted e-mails (SPAM);
8. 8. Download Mp3s, Films for which you do not have a copyright agreement. The customer agrees not to request compensation and not to hold Global Host 23 srls responsible for a claim arising from the use of a service that may cause harm to the customer or a third party.
9. Note: Posting and transmitting child pornography on our servers is strictly prohibited. This ban also remains for all sites that promote illegal activities. Furthermore, links to sites with the above-mentioned characteristics are also prohibited.

5. Suppor

Fiber23 reserves the right to set limits or extend any type of support provided for the contracted service and the times in which it is available. Please note that Fiber23 may establish general practices and restrictions on your use of the Service.

Fiber23 reserves the right to modify or discontinue the Service (or any component thereof) temporarily or permanently with or without notice at any time. You agree that Fiber23 will not be liable to you or any other party for any modification, suspension or discontinuance of the Service.

6. Applicable law and Force majeure

These Conditions and all disputes regarding the execution, interpretation and validity of this contract are subject to Italian law and the exclusive jurisdiction of the court of the place where the Owner is based.

Except for the payment obligation, neither party will be liable for any failure or delay in its actions governed by this agreement if they are due to a cause beyond its control such as (but not limited to) acts of war, acts of government, Internet disruption (not resulting from actions or inactions of Fiber 23), natural phenomena, earthquakes, embargoes, sabotage, labor disputes.

If Fiber23 is unable to provide the Service for a period of 30 consecutive days due to a continuing force majeure event, the customer may terminate the Service, but Fiber23 will have no obligation to do so.

7. Guarantees -Uptime SLA

The service offered by Fiber23.it guarantees an average data center uptime of 99.99%.

The compensation rate can be seen below, depending on the amount of uptime:

- 99.0% - 99.7%: 2% of the value of the services involved for the period paid by the customer.
- 98.0% - 98.9%: 4% of the value of the services involved for the period paid by the customer.
- 95.0% - 97.9%: 10% of the value of the services involved for the period paid by the customer.
- 90.0% - 94.9%: 20% of the value of the services involved for the period paid by the customer.
- 0.00% - 89.9%: 40% of the value of the services involved for the period paid by the customer.

If the customer assumes full responsibility for the administration of the services, eliminating the obligation of Global Host 23 srls to monitor and guarantee the connectivity of the equipment, we will take into account how much the uptime will be established, only the period of time in which the service it may be connected to the network.

For example, if a service was unavailable due to faulty code or software that was not working within parameters but the service was still connected to the network and could be accessed by the client via FTP or any other element of administration, the service is considered to be operational and compliant with the present requirements. Conditions and all disputes regarding the execution, interpretation and validity of this contract are subject to Italian law and the exclusive jurisdiction of the court of the place where the Data Controller is based.

Except for the payment obligation, neither party will be liable for any failure or delay in its actions governed by this agreement if they are due to a cause beyond its control such as (but not limited to) acts of war, acts of government, Internet disruption (not resulting from actions or inactions of Fiber 23), natural phenomena, earthquakes, embargoes, sabotage, labor disputes.

If Fiber23 is unable to provide the Service for a period of 30 consecutive days due to a continuing force majeure event, the customer may terminate the Service, but Fiber23 will have no obligation to do so.

Signature for Acceptance by both parties.

Supplier
Global Host 23 SRLS

Customer

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