# General Purchase Conditions IT & Systems
# Special Provisions Housing and Hosting

March 2024

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## Article 1      General

1.1      These Special Provisions Housing and Hosting apply in addition to the General Provisions.

1.2      In case of conflict between the General Provisions and the Special Provisions Housing and Hosting, the Special Provisions Housing and Hosting shall prevail.

1.3      These Special Provisions Housing and Hosting do not cover SaaS.

## Article 2      Definitions

2.1      In these Special Provisions Professional Services, in addition to article 1 of the General Provisions, the terms below have the following meaning:

| | |
|---|---|
| **Escrow** | The periodic deposit of (a copy of) the Data with an independent custodian so that EANV, upon fulfilment of one or more of the conditions set out in the escrow arrangement/agreement, can obtain access to the Data from the custodian without the cooperation of the Supplier. |
| **Hosting** | Provision of an adequate platform to keep one or more of EANV's applications running and available 24/7 to EANV. This platform includes everything described under Housing, including space on one or more Shared Servers and/or one or more VPS. The services also include the provision and maintenance of platforms such as Platforms as a Service (PaaS) and Infrastructure as a Service (IaaS) and, if applicable, required middleware (such as IIS, .NET, Apache or MySQL). |
| **Housing** | Provision of an adequate infrastructure to keep one or more of EANV's servers running and available 24/7 to EANV. This infrastructure includes at least sufficient conditioned space for the servers, a reliable (emergency) power supply and an adequate internet connection, including the necessary network equipment to connect the servers. |
| **MTD** | Maximum Tolerable Downtime; the total time a business process supported through the service may be disrupted without unacceptable consequences. |
| **RPO** | Recovery Point Objective; the maximum acceptable amount of data loss measured in time. |
| **RTO** | Recovery Time Objective; the maximum acceptable time within which Supplier implements a solution. |
| **SaaS** | Software as a Service; as defined in the General Provisions. |
| **Shared server** | A (virtual) server that (may) be used by third parties in addition to EANV. |
| **VPS** | Virtual Private Server; a (virtual) server that only EANV can use. |

## Article 3      Service Levels

3.1      If Housing is part of the Agreement, the Parties shall enter into an SLA regarding at least the following: number of racks, cooling capacity, power, square meters and access procedures.

3.2      If Hosting is part of the Agreement, the Parties shall enter into an SLA regarding at least the topics

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mentioned in paragraph 1 and, in addition, the following: maintenance, use, availability, service description, availability management (including MTD, backup and recovery), RPO, RTO, capacity management, performance management, security management and reporting.

3.3     Supplier shall maintain fallback facilities for the purpose of service provision. EANV may impose special requirements on the fallback facilities.

3.4     Until the Parties have concluded an SLA, the Supplier shall perform the services in a professional manner, in accordance with the latest technology and in accordance with the market standard applicable at that time.


## Article 4          Escrow

4.1     EANV may at all times require for the Other Party to hold Data in Escrow by a professional Escrow Custodian to be approved by EANV in accordance with an Escrow arrangement for Data also to be approved by EANV, even if this had not initially been agreed. All reasonable costs associated to the above will be borne by EANV. The Other Party also undertakes to deposit the amended Data with the same Custodian at the times set out in the Escrow arrangement for Data.

4.2     If an agreement has been made on Escrow for Data, the Other Party will provide EANV with a written confirmation from the agreed custodian no later than on an agreed date showing that all data has been deposited with that custodian.

4.3     EANV will be entitled to require all Data held in Escrow to be surrendered, if (i) the Other Party is declared bankrupt, ceases to exist, or is taken over by a third party that does not consider itself to be bound by the Agreement or imposes unreasonable conditions to the continuation of the Agreement, or (ii) the Agreement is terminated, will be terminated within one month, or will not be extended.

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