

General Purchase Conditions IT & Systems



Special Provisions
Housing and Hosting

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Table of contents

Article 1 General	3
Article 2 Definitions	3
Article 3 Service levels	4
Article 4 Escrow	4

Article 1 General

- 1.1 These Special Provisions Housing and Hosting apply in addition to the General Provisions.
- 1.2 In the event of contradictions between an article of the General Provisions and an article of the Special Provisions Housing and Hosting, the article of the Special Provisions Housing and Hosting takes precedence.
- 1.3 These Special provisions Housing and Hosting do not relate to SaaS.

Article 2 Definitions

- 2.1 In addition to Article 1 of the General Provisions, the Special Provisions Housing and Hosting apply the following definitions.

Hosting	The supply and management of an adequate platform in accordance with SLA to keep one or more EANV applications running 24/7 and making them available to EANV. This platform includes everything described under Housing, including space on one or more Shared Servers and/or one or more VPSs. The service includes the provision and maintenance of operating systems and, if applicable, required middleware, such as IIS, .NET, Apache, MySQL.
Housing	The supply and management of an adequate infrastructure in accordance with SLA to keep one or more EANV servers running 24/7 and making them available to EANV. This infrastructure comprises at least sufficient, conditioned space for the servers, reliable power supply and emergency power supply as well as proper Internet connection, including the network equipment needed to connect the servers.
MTD	Maximum Tolerable Downtime; the maximum amount of time that a business process supported by the service may be disrupted without causing unacceptable harm.
RPO	Recovery Point Objective; the maximum amount of data loss, as measured by time.
RTO	Recovery Time Objective; the maximum amount of time during which the Other Party implements a solution.
SaaS	Software as a Service; this is based on the Other Party's provision of software at a distance as well as keeping it available to EANV via the Internet or another data network, without providing EANV a physical carrier to accompany the Software in question.

Shared Server A server or virtual server which is or can be used by third parties in addition to EANV.

VPS Virtual Private Server; a server or virtual server which only EANV can make use of.

Article 3 Service levels

- 3.1 If the Parties have agreed to Housing, the Parties then conclude an SLA for at least the following subjects: number of racks, cooling capacity, power, square metres, access procedures.
- 3.2 If the Parties have agreed to Hosting, the Parties then conclude an SLA for at least the subjects mentioned in Article 3.1 as well as the additional subjects: service definitions, availability (including availability definition (“uptime”), availability guarantee, operational and maintenance window and MTD), incident management (including incident categorisation and RTO), continuity management (including backup, recovery and RPO), maintenance, use, capacity management, monitoring, performance management, security management (including patch management) and reports.
- 3.3 If the Other Party wishes to make use of fall-back facilities, it is free to do so. EANV reserves the right to attach special conditions to the fall-back facilities.
- 3.4 Insofar as the Parties have not yet concluded an SLA, the Other Party will provide the services in a professional manner, according to the latest state of the art technology and in accordance with the market standard in force 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.