DataOne
RELIABLE DATACENTER FACILITIES

CUSTOMER DOCUMENTATION

Terms and Conditions

DataOne

General Terms and Conditions governing colocation (housing), connectivity and management & support services provided by DataOne B.V.

Version	Published	Applies to
1.2	October 2026	All DataOne services

Contents

1. Definitions and scope
2. Formation of the agreement
3. Pricing and payment
4. Term, renewal and termination
5. Services provided by DataOne
6. Customer obligations
7. Acceptable use and notice-and-takedown
8. Ownership, risk and insurance
9. Access to the facility
10. Liability
11. Indemnification
12. Force majeure
13. Confidentiality
14. Privacy and data protection
15. Assignment
16. Governing law and disputes
17. Final provisions

1 Definitions and scope

1.1 In these Terms and Conditions: **DataOne** means DataOne B.V. (KVK 74775855, VAT NL860022158B01), registered at Bruynvisweg 11, 1531 AX Wormer, the Netherlands; **customer** means the party that enters into an agreement with DataOne; **facility** means the DataOne site where services are provided; **agreement** means any agreement between DataOne and customer for colocation (housing), connectivity and/or management & support services.

1.2 These Terms and Conditions apply to all offers made by, and all services of any kind provided by, DataOne to customer, including colocation (housing), connectivity and management & support services and any future service DataOne may offer, unless the parties agree otherwise in writing. Any purchasing or other conditions put forward by customer are expressly rejected.

1.3 If any provision of these Terms and Conditions is or becomes invalid or unenforceable, the remaining provisions remain in full force. The parties will in that case agree a replacement provision that reflects the intent of the original provision as closely as possible.

2 Formation of the agreement

2.1 All offers made by DataOne are without obligation unless expressly stated otherwise. An agreement is formed when customer signs DataOne's quotation, when DataOne confirms customer's order in writing (including by email), or by DataOne's actual performance of it.

2.2 Customer warrants the accuracy and completeness of the information it provides to DataOne, including company information required for identification and billing.

2.3 Where DataOne makes a test service available free of charge, it does so without any warranty or service level and may end it at any time. A test service does not by itself form an agreement for paid services.

3 Pricing and payment

3.1 All prices are in euros and exclusive of VAT, unless stated otherwise. DataOne invoices recurring fees monthly in advance and one-off fees upon delivery, unless agreed otherwise in writing.

3.2 Invoices are payable within the period stated on the invoice, or within 14 days of the invoice date if no period is stated. If payment is not made on time, customer owes statutory commercial interest on the outstanding amount, without the need for a notice of default, plus reasonable collection costs.

3.3 DataOne may adjust its rates once a year in line with the consumer price index (CPI) published by Statistics Netherlands (CBS), and otherwise with at least three months' notice. If customer does not agree to a rate change other than indexation, customer may terminate the agreement with effect from the date the change would take effect.

3.4 Customer may not suspend any payment obligation or set off amounts owed, except to the extent mandatory law provides otherwise.

3.5 DataOne may require a security deposit or other form of security from customer before entering into or continuing the agreement, in particular where customer's financial position reasonably gives DataOne cause to do so. The deposit is settled against any amounts still outstanding at the end of the agreement; any remainder is refunded to customer.

4 Term, renewal and termination

> **Term.** Automatic renewal; notice of termination six months before the end of the term.

4.1 Agreements are entered into for an initial term of 12 months, unless the parties agree a different term in writing. The agreement is then renewed automatically for successive periods of 12 months, unless either party terminates it in writing at least six (6) months before the end of the current term.

4.2 DataOne may terminate or suspend the agreement in writing if customer materially fails to perform an obligation under the agreement or these Terms and Conditions, and does not remedy this within a reasonable period after written notice of default.

4.3 DataOne may terminate or suspend the agreement with immediate effect, without notice of default, if: (a) customer violates the Acceptable Use Policy referred to in article 7; (b) customer is granted a suspension of payments or is declared bankrupt; or (c) customer has provided inaccurate or misleading information that was material to DataOne entering into the agreement.

4.4 Following termination of the agreement, customer must remove its equipment from the facility within a reasonable period, in consultation with DataOne. Equipment not collected after this period may be stored at customer's expense, or, after prior written warning, removed by DataOne.

5 Services provided by DataOne

5.1 DataOne makes available to customer the agreed space (rack units, part of a rack, or a private suite), electrical power, cooling and physical access security at the facility, for customer's own equipment ("colocation" or "housing").

5.2 Where agreed, DataOne provides IP connectivity at the agreed port speed, including network-level DDoS mitigation, and announces customer's own AS and IP prefixes on its behalf. DataOne manages routing on its own network; customer may request routing changes through DataOne's support. DataOne is not responsible for the availability or performance of third-party networks outside its own network.

5.3 Where agreed, DataOne additionally provides management & support services (including remote hands, receiving and racking equipment, cabling, and basic OS-level assistance), in the manner and at the rates agreed between the parties. Specific service levels, where applicable, are set out in a separate Service Level Agreement forming part of the signed agreement.

5.4 DataOne will perform the agreed services with reasonable skill and care, but does not guarantee uninterrupted or error-free service at all times. Planned maintenance is announced in advance where reasonably possible.

6 Customer obligations

6.1 Customer is responsible for the management, configuration and maintenance of its own equipment and any software and data installed on or processed through it, unless the parties have agreed otherwise in writing as part of management & support.

6.2 Customer warrants that its equipment complies with applicable technical, electrical and safety standards, and does not exceed the power and weight limits specified by DataOne.

6.3 Customer will treat the facility, and the equipment and facilities of DataOne and of other customers, with care, and comply with the house rules set by DataOne.

6.4 Customer warrants that it is entitled to use the AS number and IP prefixes it asks DataOne to announce, and will keep the related registry and routing records accurate.

7 Acceptable use and notice-and-takedown

7.1 Use of equipment placed with DataOne and of DataOne's network is subject to DataOne's Acceptable Use Policy (dataone.nl/acceptable-use-policy), which forms part of, and is incorporated into, this agreement. Conduct within the facility itself is additionally subject to DataOne's Facility

Guide, which customer receives and confirms upon gaining access to the facility.

7.2 Without prejudice to the Acceptable Use Policy, DataOne may, upon a credible report or its own finding of illegal content or activity, deny power, network or facility access to the equipment concerned immediately and without prior notice, without this giving rise to any liability of DataOne towards customer.

8 Ownership, risk and insurance

8.1 All equipment placed by customer at the facility remains the property of customer. The risk of loss, theft, misappropriation or damage to this equipment rests with customer, except to the extent caused by intent or willful recklessness on the part of DataOne's management.

8.2 Customer maintains adequate business liability insurance and insurance covering its equipment at the facility against loss, theft and damage, and provides proof of this to DataOne on request.

9 Access to the facility

9.1 Access to the facility is restricted to authorized persons only. Customer obtains access in accordance with DataOne's access policy, as set out in the Facility Guide (including identification, badge and escort requirements). DataOne may refuse entry to, or remove from the facility, any person who is not authorized or who fails to comply with this policy.

9.2 DataOne may at all times take measures, including temporarily denying physical access, in the event of an emergency or a reasonable concern of damage to the facility or to the equipment of other customers.

9.3 Anyone entering the facility does so entirely at their own risk, and must follow DataOne's safety instructions and the Facility Guide at all times. DataOne is not liable for any injury, loss or damage arising from access to or presence at the facility, except to the extent resulting from intent or willful recklessness on the part of DataOne's management, and without prejudice to any liability that cannot be limited or excluded under mandatory law.

> **At your own risk.** Entry to the facility is at your own risk, and limited to authorized, badged persons — see the Facility Guide for the full access procedure.

10 Liability

10.1 DataOne's total liability for direct damages, on any legal basis, is limited per event (a series of connected events counting as a single event) to the amount customer paid DataOne in the 12 months preceding the event giving rise to the damage, subject to a maximum of €50,000.

10.2 DataOne is not liable for indirect damages, including consequential loss, loss of profit, missed savings, loss of customers, loss of or damage to data, and loss due to business interruption.

10.3 The limitations in this article do not apply to damage caused by intent or willful recklessness on the part of DataOne's management, and are without prejudice to any liability that cannot be limited or excluded under mandatory law.

10.4 Any claim for damages against DataOne lapses if it is not reported to DataOne in writing within 90 days of the date customer discovered, or should reasonably have discovered, the damage. This period allows DataOne to investigate the matter and preserve relevant evidence while it is still available.

11 Indemnification

11.1 Customer indemnifies DataOne against all third-party claims, including reasonable legal costs, arising from or related to the content, use or processing of data by customer, or a breach by customer of these Terms and Conditions or the Acceptable Use Policy.

12 Force majeure

12.1 Neither party is obliged to perform any obligation if prevented from doing so by force majeure, including in any case: disruptions to electricity, internet or telecommunications facilities beyond DataOne's control, government measures, natural disasters, fire, war and terrorism.

12.2 If a force majeure situation continues for longer than sixty days, either party may terminate the agreement in writing, without this giving rise to any liability.

13 Confidentiality

13.1 The parties will keep confidential any information received from the other party that they know, or should reasonably know, to be confidential, and will use it only for the purpose for which it was provided. This obligation does not apply where disclosure to a third party is required by law or a court order.

14 Privacy and data protection

14.1 To the extent DataOne processes customer's personal data under the agreement, DataOne's Privacy Policy (dataone.nl/privacy-policy) applies. Where customer provides DataOne with the personal data of its own named contacts (such as site-access, billing or technical contacts), customer will inform those individuals that their data is processed as described in DataOne's Privacy Policy.

14.2 To the extent customer itself processes personal data on its equipment at the facility for which DataOne qualifies as a processor under the GDPR, the parties will, at customer's request, enter into a data processing agreement.

15 Assignment

15.1 Customer may not assign its rights and obligations under the agreement to a third party without DataOne's prior written consent. DataOne may assign the agreement to an affiliated company or a legal successor without customer's consent, provided the services are not materially affected.

16 Governing law and disputes

16.1 These Terms and Conditions and all agreements between DataOne and customer are governed by the laws of the Netherlands.

16.2 Disputes will be submitted to the competent court in the district where DataOne is established, without prejudice to either party's right to seek interim relief.

17 Final provisions

17.1 DataOne may amend these Terms and Conditions. An amended version takes effect thirty days after publication on dataone.nl, unless an earlier date is stated.

17.2 These Terms and Conditions replace all previous versions.

DataOne B.V. • KVK 74775855 • VAT NL860022158B01 • Bruynvisweg 11, 1531 AX Wormer, Netherlands • dataone.nl