

LEASE AGREEMENT SPACE for  
NETWORK SERVICES

Contract#: 310..

The undersigned

**FOM Instituut SAF/Nikhef**  
registered office in Amsterdam, Science Park 105  
in this matter legally represented by Mr. A.J. van Rijn, Institute manager

hereinafter referred to as 'lessor',

and

..

..

in this matter legally represented by ..

hereinafter referred to as 'lessee'

agree the following:

**Article 1 SUBJECT**

**1.1** Lessor leases to lessee, and lessee leases from lessor, rack-space in 19"-unit, with the maximum of a [...] data unit, for network services and/or data transmission in space **H140** situated at the first Floor of the NIKHEF building, Science Park 105, as further indicated on the drawing of the leased certified by both parties and attached to and forming part of this agreement, hereinafter referred to as 'the leased'.

**Article 2 DURATION AND TERMINATION OF THE AGREEMENT**

**2.1** This agreement is effected as from the date on which this agreement is signed and is entered into for an indefinite period of time.

**2.2** The agreement can be terminated against the first day of a calendar month, while taking in account a notice period of at least six months.

**2.3** Notice of termination must be given by means of a bailiff's notification or by registered letter.

**2.4** If the leased is used for other purposes than agreed in Article 7 paragraph 3 or if lessee does not fulfill other obligations as mentioned in Article 7 of this agreement, then the lessor is entitled to – contrary to paragraph 2 – cancel this agreement in the manner stipulated in paragraph 3, without any prior notice of default therefore, at the first day of the month following the discovery of the default. The lessee must have vacated the leased at the aforementioned date and delivered it in the manner as stipulated in Article 10 of this agreement.

**Article 3 FEE**

**3.1** The rent lessee is indebted to lessor amounts to € 995 (in words: nine hundred and ninety five euro's) per month per [...] data unit, excluding turnover tax.

**3.2** The lessor is entitled to adjust the rental fee mentioned in the previous provision once per calendar year, on **1 January**, based on the consumer price index figure (CPI), list of total spending, as fixed and published by Statistics Netherlands (CBP) based on the most recent time base. The rental fee is not adjusted if the adjustment would result in a lower rental fee than the last valid one.

**3.3** If the used capacity is more than what is stated in accordance with article 7.4, lessor charges the surplus to the account of the lessee. The price per kWh (kiloWatt-hour) is € 0.50 (in words: fifty eurocents) excluding turnover tax.

**3.4** The lessor is entitled to increase the price per kWh mentioned in the previous paragraph once per calendar year, on **1 January**.

#### Article 4 PAYMENT

**4.1** Lessor charges lessee for all payments due to lessor under the heading of this agreement, using an itemized invoice. Payment has to be made in advance per year.  
Invoices will be sent to:

**Name**  
**Address**

**attn:**

The following invoice text has to be used:

Invoice concerning the lease of [...] **data units** rack-space necessary for the placement of a router and aiding equipment for the connection with AMS-IX and/or data transmission.

Payment is made within a term of thirty days, to be calculated as from the date of the invoice.

**4.2** If lessee has not paid within the date stated in the written notice of default, then lessor is entitled to clear the concerned rack.

#### Article 5 PROPERTY/RIGHT OF SUPERFICIES

The business equipment placed in/on the leased by lessee is and remains the property of the lessee.

#### Article 6 OBLIGATIONS OF THE LESSOR

**6.1** Lessor grants lessee entrance to the leased for the placement, keeping and maintenance of business equipment in the leased 19"-rack space.

**6.2** Lessor also grants permission to place cables during the installation, as determined in consultation with and after approval of the lessor. If lessee wants to make later adjustments to the leased or place new or other cables, then to this effect he is to start consultation with and ask for approval of the lessee again.

**6.3** The performance of the necessary maintenance activities for the business equipment shall only be carried out by or on account of the lessee. The lessor shall grant permission to lessee or the persons authorized by lessee for carrying out those activities which are necessary for adequate functioning of the business equipment. Prior to the delivery date of the leased lessee shall provide lessor with a list containing the names of the authorized persons, in conformity with the applicable entrance regulations.

#### Article 7 OBLIGATIONS OF THE LESSEE

**7.1** All costs resulting from the installation, keeping and maintenance of the business apparatus are at the expense of the lessee.

**7.2** Lessee sees to adherence to the (legal) obligations, which the (local) authorities impose or will impose concerning the business equipment.

**7.3** The leased may only be used for business equipment related to network services and/or data transmission.

**7.4** The electrical capacity used by the business equipment of lessee may amount to a maximum of 1,5 kW per data unit. If no more than a part of the data unit is leased, then this maximum capacity consists of a pro rata share of the 1,5 kW. If more data units are rented, the maximum capacity is the number of data cabinets times 1.5kW. Lessee may only exceed the maximum capacity after written permission of the lessor.

**7.5** Lessee should at all times provide opportunity to the lessor for maintenance of the leased.

#### Article 8 CHANGE OF APPEARANCE OR ARRANGEMENT

**8.1** Building and other provisions in, at or on the leased which are regarded as necessary by lessee will be carried out by or on behalf of lessee at the risk and expense of lessee and after written approval of the lessor. Lessor can such attach conditions to an approval to be given as he regards necessary in order to guarantee a proper course of affairs in the building of which the leased forms a part. Lessor can also attach such conditions

to an approval to be given as he regards as necessary for a proper course of affairs in, around and near the buildings where the cable route is located.  
The approval can only be refused on reasonable grounds.

**8.2** Regarding the performance of activities as referred to in the previous paragraph lessee is responsible for meeting the requirements set by the government as also for any required license to be obtained. The costs in respect thereof are fully at the expense of the lessee.

**8.3** If lessor intends to move the cable route because of compelling reasons then lessor shall enter into consultation with lessee on this subject. The costs following from moving this cable/cable connection points and other business equipment are at all times at the expense of the lessee.

## Article 9 TAXES

No other taxes apply to the contract except for the turnover tax mentioned in Article 3.

## Article 10 DELIVERY

At the termination of the lease agreement or of the use of the leased lessee is obliged to deliver the leased to the satisfaction of the lessor in good and original condition, completely vacated and free of use and decently cleaned. Lessee is obliged to remove all matters applied to, at or on the leased by him (including cabling) at his own expenses.

## Article 11 LIABILITY

**11.1** In no case is lessor liable for the consequences of the (temporarily) non-functioning of the business equipment, cables and other provision of lessee, due to whatever cause, unless the damage is the result of intent or conscious recklessness of lessor. These consequences include all costs (consequential) loss, loss of profit and turnover suffered by lessee.

**11.2** Lessee is liable for all losses resulting from the placement, construction and maintenance of the cables and also losses caused to thirds following from the activities for the placement of and maintenance of the cables.

**11.3** Lessee is liable for all losses resulting from installation and/or maintenance activities on equipment performed by lessee or thirds working for lessee.

**11.4** Lessee indemnifies lessor against all claims made by thirds, which are directly or indirectly related to this agreement and/or the performance thereof, including but not restricted to claims for losses caused by thirds or loss suffered as a result of the agreement.

## Article 12 SPECIAL PROVISIONS

**12.1** Adjustments of and/or additions to this agreement are only legally valid when agreed in writing and signed by both parties.

**12.2** Lessee conforms to the entrance regulation as laid down in "Entrance Protocol Nikhef housing site" of April 2003.

As agreed and drawn up in duplicate and signed,

in **Amsterdam**, on

date: .... date: ...

On behalf of the lessor,

On behalf of the lessee,

Mr. A.J. van Rijn

[.....]