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**T2S, T2, TIPS, ECMS AND POTENTIALLY OTHER MARKET  
INFRASTRUCTURE SERVICES AND APPLICATIONS**

**HOSTING TERMS AND CONDITIONS**

**- Attachment 1.3 to the Concession Contract -**

## **1 Objective**

In line with the Technical Requirements listed in the Attachment 1.1 of the Concession Contract, the NSP is responsible for the external connectivity between Directly Connected market participant Actors and the ESMIG Services and Applications Platform. Therefore, the NSP will install the needed communication lines and network components for routing and encryption of the ESMIG Services and Applications related traffic in the primary and secondary 4CB Hosting Sites in the two Regions. The ESMIG Services and Applications Sites are hosted by Banca d' Italia ("**BdI**") and by Deutsche Bundesbank ("**BBk**") for the Eurosystem.

## **2 Preparation of Installation of Components**

The NSP will provide to the Eurosystem a written list of all the components, including the number of racks and switches it will provide, with all their needs in respect of space, power, climatic resources, environmental controls, network connection etc. which are necessary for the provision of the Connectivity Services and which will be installed in each data centre. The Eurosystem once approved the inventory proposed by NSP, will provide the necessary space, power, climatic resources etc. for the installation of the components in the ESMIG Services and Applications Sites. The NSP will provide such a list at the latest thirty (30) Business Days before the installation of any devices at the ESMIG Services and Applications Sites to allow BdI and BBk sufficient time to prepare the ESMIG Services and Applications Sites in accordance with the description laid down in the said note.

The NSP and the Eurosystem will agree on the organizational details of the installation of the components at each data centre on the basis of the list of components.

## **3 Provision and Installation of Components**

### **3.1 Provision of Components**

The NSP shall be responsible for the provision of the components of its NSP Infrastructure as notified by the NSP, in accordance with clause 2.

The NSP will provide the necessary components for the NSP's Solution for ESMIG Services and Applications Connectivity as detailed in the List of Components to the Eurosystem. The components will be provided at the data centres located at:

- Banca d'Italia [concrete location of primary site; concrete reserved area]
- Banca d'Italia [concrete location of secondary site; concrete reserved area]

- Deutsche Bundesbank [concrete location of primary site; concrete reserved area]
- Deutsche Bundesbank [concrete location of secondary site; concrete reserved area]

### **3.2 Installation of Components**

The NSP will install the devices in the specific areas in the data centres at the ESMIG Services and Applications Sites where Bdl's and BBk's own equipment is also in use as agreed between Bdl / BBk and the Eurosystem. The NSP will perform the installation and setup of all necessary components and devices in its sole responsibility.

The connection to power supply and climatic control as well as the connection to the TARGET internal network will be based on conditions already in place at each data centre and used for Bdl and BBk components. The NSP shall verify and declare the suitability of these conditions for the installation and use of the components installed by the NSP for the provision of the Connectivity Services.

## **4 Access to and Use of the Components**

The NSP shall use remote access to its components installed on the ESMIG Services and Applications Sites. Physical access by the NSP's staff to the NSP's components on the Eurosystem's premises will be limited to the extent absolutely necessary. As far as physical access is necessary, it will be granted by the Eurosystem's on the basis of, and in accordance with the rules of access in place at each data centre. The NSP will be provided with these rules upon the installation of the components at the ESMIG Services and Applications Sites and declares to acknowledge these rules. Physical access to the TARGET Service Sites will be restricted to authorized personnel only. Access authorization must be requested by the NSP (information to be communicated: Name, Surname, Birth Date, ID number). Authorized personnel of the NSP shall always be escorted at the TARGET Service Sites by, and under the surveillance of, staff members of the hosting Institution ( Bdl or BBk) . Physical access to the TARGET Service Sites is possible on each day from 08:00 AM to 05:00 PM; access outside these hours is possible only in case of emergency.

The NSP will perform the end-to-end monitoring of the components (HW and SW) under its responsibility; NSP shall inform the ESMIG Services and Applications Operator in case of issue thereof in accordance with the applicable procedure(s) set out in the agreed Operations Manual (which includes also the escalation procedure).

The ESMIG Services and Applications Operator shall monitor the hosting Infrastructure (i.e. the connection to power supply and climatic control as well as the connection to the TARGET internal network) and, in the event of a natural disaster or other unforeseen circumstances of force majeure, as described in article 15 of the Concession Contract, which may adversely affect the continuity of the

hosting operations, the ESMIG Services and Applications Operator shall inform the NSP thereof in accordance with the applicable procedure(s) set out in the agreed Operations Manual (which includes also the escalation procedure).

The ESMIG Services and Applications Operator will inform the NSP reasonably in advance about any scheduled interventions or other activities that may adversely affect the hosting or operation of the NSP Infrastructure at the TARGET Sites.

Structural alterations within the Bdl and BBk premises for the installation of the NSP's components which are necessary for the provision of the Connectivity Services will be limited to the extent absolutely necessary for the installation and use of the components. If such structural alteration will be necessary, the NSP shall request the Eurosystem's consent to such alteration. The NSP shall bear the costs for such alteration, including any costs for returning the structure of the respective data centres to the original state upon the termination or expiration of the Concession Contract and / or these Hosting Terms and Conditions.

Each Party shall ensure, within its respective domain of responsibility under this Contract, that it does not adversely affect the operations of the other Party or of another NSP.

## **5 Security**

The ESMIG Services and Applications Operator and the NSP shall agree on the security controls and arrangements, covering inter alia physical security, information security and confidentiality and application security. These controls and arrangements will be documented in the Operations Manual which is considered valid and enforceable only if expressly agreed by the Parties in writing.

## **6 Liability**

The hosting of the NSP's equipment and components as specified above shall not be considered as a contract of safekeeping. The Eurosystem or the Eurosystem Central Bank hosting the NSP's equipment and components shall not have any obligation to safeguard, maintain or insure the NSP's equipment or any other obligation with regard to the NSP's equipment which is not expressly provided for in these Hosting Terms and Conditions or otherwise agreed by the Eurosystem and the NSP.

## **7 Governance, Change Management and Communications**

The ESMIG Services and Applications Operator and the NSP shall agree the governance, change management and communications arrangements, which will underlie the relationship of the Parties in connection with the hosting of the NSP Infrastructure; these arrangements will be documented in the Operations Manual. Any change to this Contract shall only be valid and enforceable if expressly agreed by the Parties in writing.

## **8 Assistance**

Without prejudice to either Party's obligations under this Contract, the Parties shall cooperate closely and transparently in order to enable each other to perform their respective obligations and responsibilities under this Contract in a timely and orderly manner. Each Party shall perform its obligations and responsibilities and exercise its rights and remedies under this Contract in good faith. Each Party shall, without undue delay, give the other Party notice of any facts, events, circumstances or other information that may reasonably be expected to materially affect its or the other Party's ability to perform its obligations and responsibilities under this Contract or, in the case of the NSP, the provision of the TARGET and ECMS Connectivity Services to the ESMIG Services and Applications Sites.

## **9 Holding of NSP infrastructure**

Unless otherwise agreed by the Parties, the NSP shall hold the NSP infrastructure at the TARGET Sites in accordance with this Contract until the expiration or termination of this Contract. Upon the expiration or termination of this Contract, the NSP shall continue to hold the NSP Infrastructure at the TARGET Sites and shall use reasonable efforts to ensure an orderly transition of the connectivity services to the Eurosystem or to such other persons or entities designated by the Eurosystem to assume the provision of the Connectivity Services (the "Successor Network Service Provider") until such time as the Eurosystem has notified the NSP of the completion of the transition to the Successor Network Service Provider but in no event longer than two (2) years from the effective date of the termination or the expiration of this Contract (the "Transition Period"). During the Transition Period, the Network Service Provider shall, in particular, provide to the Eurosystem or the Successor Network Service Provider any information or documentation reasonably required to render the Connectivity Services.