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KIGALI-RWANDA**

**APPLICATION SERVICE PROVIDER LICENSE  
DATA CENTRE TIER III**

GRANTED TO

**HORUS LABS LTD**

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## **PREAMBLE**

The Regulatory Board;

Pursuant to Law N° 09/2013 of 01/03/2013 establishing the Rwanda Utilities Regulatory Authority (RURA) and determining its mission, powers, organization, and functioning;

Pursuant to Law N° 24/2016 of 18/06/2016 governing information and communication technologies;

Pursuant to the Regulation N° 013/R/EC-ICT/RURA/2021 of 25/02/2021 governing licensing in Electronic Communication, especially in articles 6 and 7;

Whereas Horus Labs Ltd is willing to provide Data Center Tier III Services in Rwanda

Based on the license application submitted by Horus Labs, along with a detailed business plan and technical proposals.

Hereby grants the **APPLICATION SERVICE PROVIDER LICENSE -DATA CENTRE TIER III** to:

**HORUS LABS LTD**

**Tel: +250791590697**

**Email: [raymondononiwu@gmail.com](mailto:raymondononiwu@gmail.com)**

## **CHAPTER 1: GENERAL PROVISIONS**

### ***1.1. INTERPRETATION***

In this License, the following terms have the following meanings:

**1° Affiliate:** any entity directly or indirectly controlling, controlled by, or under common Control with the Licensee;

**2° AI Data Centre:** A specialized computing facility designed to support Artificial Intelligence workloads, including machine learning model training, large-scale data analytics, and AI inference processing;

**3° Appendix:** any documents attached to the License. Such documents shall be deemed to form an integral part of the License;

**4° Busy Hour:** the period of one hour for which the traffic on the network concerned is highest compared with any other period of one hour over a day;

**5° Carrier Neutral Data Centre:** A data center that allows the interconnection between multiple electronic communications service providers and/or colocation providers.

**6° Cloud Computing Service:** a service that enables ubiquitous, convenient, on-demand network access to a shared pool of remote computing resources (e.g., networks, servers, storage, applications, and services). There are three main types of cloud computing services: 1. Software as a Service (SaaS); 2. Platform as a Service (PaaS), and Infrastructure as a Service (IaaS);

**7° Colocation Service:** a service that provides a secure environment where customers can rent space to store servers, racks, and other computing hardware with access to network connectivity. A Colocation Service provides the building, power, bandwidth, and physical security while the customer provides the servers.

**8° Control:** the ownership of more than fifty per cent (50%) of the share capital and/or voting rights of the entity in question and/or the ability to direct in practice the business of such entity, whether by ownership, contract or otherwise. The terms "Controlling" and "Controlled" shall have corresponding meanings;

**9° Data:** any stream of bits or bytes sent from one location to another using any means of technology, such as copper wire, optical fiber, laser, or radio.

**10° Data Center:** a facility composed of network computers, storage systems, and computing infrastructure that organizations use to assemble, process, store, and disseminate large amounts of data.

**11° Data Center Services:** the complete list of services that the legal entity owning and or operating a Data Center offers to its customers, including but not limited to Colocation Services, Cloud Computing Services, hosting services, including the hosting of other service providers (e.g., IXPs, Cloud Computing, Content, electronic communications service providers, enterprises);

**12° Dominant Organization:** except where the law or regulations provide otherwise, any Operator designated as a Dominant Organization by the Regulatory Board in accordance with the Regulatory Authority law;

**13° Effective Date:** The date on which this license takes legal effect;

**14° Force Majeure:** any event or happening which is unforeseeable, irresistible, and beyond the control of the Licensee and which causes the Licensee not to be able to comply with the obligations contained in the License terms and conditions on time including but not limited to natural disasters, acts of God or of public enemy, war or war-like operations, civil war or commotion, strikes, restrictions or limitations of materials or services necessary to provide the services covered under this License terms and conditions;

**15° GPU:** A Graphics Processing Unit (GPU) is a specialized high-performance processor designed to handle massively parallel computations, used to accelerate workloads such as artificial intelligence (AI), machine learning (ML), data analytics, scientific computing, and graphics rendering.

**16° High-Performance Computing (HPC):** Computing infrastructure optimized for intensive computational tasks using GPUs, TPUs, and specialized AI processors.

**17° ICT Law:** Law No 24/2016 of 18/06/2016 governing Information and Communication Technologies;

**18° ITU:** The International Telecommunication Union;

**19 ° License:** A legal document that gives the Licensee the right to install and operate the Licensed Network and provide the Licensed Services within the Licensed Territory;

**20° Licensee:** Horus Labs Limited;

**21° PUE:** Power usage effectiveness (PUE) is the most used and well-known Key Performance Indicator (KPI) for data centres. It is defined as the ratio of the overall annual energy consumption of the data centre facility to the annual IT equipment energy consumption.

**22° Private Data Center:** a legal entity or natural person that establishes and operates a Data Center for private use without making the Data Center available to the public or to end users for a fee, including but not limited to government and enterprise-owned and operated Data Centers;

**23° Regulatory Authority:** A national Organ with the mandate to regulate public utilities;

**24° Regulatory Board:** A supreme decision-making organ of the Regulatory Authority;

**25° Subscriber:** any individual or organization authorized contractually by the Licensee to initiate and/or receive the licensed services in exchange for monetary consideration;

**26° TPU:** A Tensor Processing Unit (TPU) is a specialized application-specific integrated circuit deployed in data centres to accelerate artificial intelligence and machine learning workloads by optimizing high-volume tensor and matrix computations used in neural network processing.

**27° Universal Access:** The widest possible access, on affordable terms and with minimum subsidy, to ICT services by the general public in all parts of the country;

**28° Universal Access Fund:** a fund that provides support for the creation of an enabling environment for people to have equal opportunity and access to Electronic Communication services;

**29° Tier:** refers to a standardized classification that indicates the level of reliability, redundancy, and availability of a data centre's infrastructure.

**30° Tier III:** 99.982% Availability Tier 1 + Tier 2 + Dual Powered equipment and multiple uplinks.

**31° Tier IV:** 99.995% Availability Tier 1 + Tier 2 + Tier 3 + all components are fully fault-tolerant, including uplinks, storage, chiller, HVAC Systems, Servers, and everything is dual powered.

**32° Uptime Institute:** An Independent organization that has established four (4) proprietary levels of Tier certifications for Data Centers covering design, construction, and operational sustainability. Tier I Data Centers are warehouses with power and back-up generators; Tier II Data Centers offer partial redundancy in power and cooling with 99.749% uptime; Tier III Data Centers allow for maintenance activities without disrupting operations with 99.982% uptime, and Tier IV Data Centers offer fully redundant infrastructure in addition to a 99.99% uptime guarantee.

**33° User:** a natural person or organization legitimately using a data center or cloud services.

## ***1.2. PURPOSE OF THE LICENSE***

**1.2.1.** This License confers on the Licensee the right to provide Tier III Data Center infrastructure and services.

**1.2.2.** The Licensee is authorized to establish and operate data centre facilities; provide colocation services to customers; provide cloud hosting and data storage infrastructure; offer interconnection services with telecommunications operators and internet service providers; and provide disaster recovery and backup infrastructure services.

**1.2.3.** The licensee is allowed to construct and operate Artificial Intelligence Data Centre infrastructure, provide high-performance computing (HPC) services, host AI model training and inference platforms, and provide AI cloud infrastructure services or any other service that may be approved by the Regulatory Authority.

## ***1.3. SERVICES CONCERNED***

The licensee has the right to establish and operate data centers to provide hosting services, whether for its own use or for others.

The licensee has the right to provide site rental (colocation) to customers inside Rwanda through the licensee's data centers.

The licensee has the right to provide cloud computing services for its own use or for others, subject to compliance with the conditions for providing cloud computing services.

The Licensee shall operate AI computing infrastructure, provide GPU and accelerator-based computing services, host AI training datasets and models, offer AI cloud computing services, and provide high-capacity storage and data processing services.

The Licensee shall not provide telecommunications services unless separately licensed.

The licensee has the right to directly connect with submarine cable systems through directly contracting infrastructure service providers to rent cables/capacities.



#### ***1.4. COMPLIANCE OBLIGATIONS***

The Licensee shall, at all times during the duration of the License, comply with the provisions of the License and all applicable laws, regulations, or instruments which currently exist or which may from time to time be issued by the competent authorities.

#### ***1.5. LEGAL STATUS OF THE LICENSE***

The Licence is personal to the Licensee and shall not be sub-licensed, assigned, transferred, or otherwise disposed of, in whole or in part, nor shall any right, interest, or entitlement therein be granted to any third party, except with the prior written approval of Authority. The Licensee shall ensure that the beneficiary of any transfer duly authorized by the Regulatory Authority complies fully with all provisions of the License.

#### ***1.6. DURATION, RENEWAL, AND TRANSFER OF THE LICENSE***

**1.6.1.** This License is issued for a period of fifteen (15) years starting from 1st April 2026 to 31st March 2041 and may be renewed by the Authority upon request of the Licensee, provided that the Licensee has (i) complied with the requirements of the License terms and conditions and with the applicable laws and regulations, and (ii) at least three (3) months prior to the expiry of the License, submitted its application for license renewal to the Licensor.

**1.6.2.** Upon expiry of the License, all infrastructure, facilities, and equipment purchased by the Licensee in order to construct or operate the Licensed Data center service and to provide the Licensed Services shall remain the property of the Licensee.

**1.6.3.** If the Licensee does not submit a request for renewal within the specified period, the license shall terminate upon expiry of the fifteen (15) years.

**1.6.4.** Three (3) months before the expiry of the existing license, the license holder may apply to the Regulatory Authority for renewal of a license, and the procedure for the renewal of a license is the same as that applicable to the granting of the original license.

**1.6.4.** The License is personal to the Licensee and may not be transferred or assigned to a third party without the prior written consent of the Regulatory Authority and the payment of any required fee. The Licensee shall ensure that the beneficiary of any transfer duly authorized by the Regulatory Authority complies fully with all provisions of the License.

## **1.7. ELIGIBILITY AND CHANGE OF OWNERSHIP**

The Licensee shall, for the duration of this License, continue to be a corporate body constituted under the laws of Rwanda. The Share capital and shareholding of the Licensee are as set out in **Appendix A** of the License.

## **1.8. TECHNICAL QUALIFICATIONS AND BUSINESS ADMINISTRATION**

**1.8.1.** The Licensee shall maintain adequately trained personnel and adequate infrastructure during the entire duration of the License to ensure compliance with the terms and conditions of the License;

**1.8.2.** The Licensee shall maximize the use of human and material resources during the entire duration of the License to ensure compliance with the terms and conditions of the License;

**1.8.3.** Upon request by the Regulatory Authority, the licensee must submit a report on Human Resource Development;

**1.8.4.** The Licensee shall ensure that:

- The administration and management of the business associated with the establishment, maintenance, and operation of the Data Centre infrastructure and services are conducted from the Republic of Rwanda, and
- Its business is conducted in a manner that the Regulatory Authority is satisfied on a normal commercial basis and at arm's length.

**1.8.5.** The issuance of this License shall not be construed as a commitment, guarantee, or assurance by the Government of Rwanda, or any public institution, that Government entities, agencies, or affiliated bodies shall procure, migrate, host, or maintain their data, applications, or services within the Licensee's Data Centre.

**1.8.6.** This License is granted in consideration of the Licensee's representation that it has conducted adequate financial, technical, and market risk assessments, including scenarios where Government organs or institutions do not migrate their services to the Licensee's infrastructure, and that such scenarios remain commercially viable.

## **CHAPTER 2: ESTABLISHMENT OF THE LICENSED DATA CENTRE**

### **2.1. INTEROPERABILITY, STANDARDS, AND SPECIFICATIONS**

**2.1.1.** The equipment and infrastructure used by the Licensee to install and operate the Licensed Data Centre shall comply with the applicable standards set down by the law and regulations of Rwanda or, where these are silent, by International Standards Bodies.

**2.1.2.** The Licensee shall comply with any regulation, technical specification, or rule issued by the Regulatory Authority that is applicable and appropriate for ensuring interoperability of the Licensed Services.

**2.1.3.** The Licensee shall have the right to market for connection to the Licensed Data Centre, provided that the Data Centre infrastructure (i) complies with technical, safety, marking, and other requirements specified by the relevant laws, and (ii) receives the prior approval of the Regulatory Authority.

**2.1.4.** The Licensee shall not be entitled to refuse the hosting to the Licensed data Centre of any Terminal Equipment which (i) complies with technical, safety, marking, and other requirements specified by relevant Laws, and (ii) receives the prior approval of the Regulatory Authority.

**2.1.5.** Upon request, the Licensee shall provide any Subscriber with installation and maintenance services for Terminal Equipment for colocation purposes. However, if it has not provided the Subscriber with the Terminal Equipment in question, the Licensee shall not have the obligation to maintain such Terminal Equipment.

## **2.2. DATA CENTRE INFRASTRUCTURE**

**2.2.1.** The Licensee shall have the right to construct its own Data Centre with an appropriate infrastructure in accordance with the ICT law and relevant regulations. The Licensee is also entitled to lease lines or infrastructure from third parties in order to ensure direct links between its equipment.

**2.2.2.** The Licensee shall, in the course of the construction of the Licensed Data Centre, comply with the relevant rules and standards applicable in Rwanda, including any safety requirements and right of use principles.

**2.2.3.** The Licensee shall ensure that the data centre infrastructure meets minimum standards, including redundant power supply systems, backup power generators, environmental control systems, fire suppression systems, physical security systems, and redundant network connectivity. Data Centre shall meet internationally recognized standards such as Tier III or equivalent, where applicable.

**2.2.4.** The AI Data Centre shall meet minimum technical requirements, including Tier III data center reliability standards, high-density server racks supporting GPU clusters, high-performance storage infrastructure, and advanced cooling technologies suitable for AI workloads.

**2.2.5.** Given the high energy consumption of AI workloads, the Licensee shall ensure redundant power supply systems, backup generators, scalable electrical capacity, and power monitoring systems.

**2.2.6.** The Network Infrastructure for the AI Data Centre must support Ultra-high bandwidth connectivity, low-latency networking infrastructure, multiple fiber connectivity providers, and direct peering with telecom networks.

### ***2.3. PROMOTION OF A REGIONAL CENTRE OF EXCELLENCE***

The Authority may, in addition to any national ICT standards that it may require, encourage Data Centre Service Providers to voluntarily adopt international standards and certifications as per **APPENDIX F** as a means to promote the local Data Centre market as a regional centre of excellence, attracting world-class Cloud Computing Service Providers, submarine cable systems, and multi-national enterprises.

The International standards of recognition as they relate to the Data Centre market include, but are not limited to, standards and certification programmes that:

- a) Specify requirements for all physical infrastructure, including, but not limited to, site location, architectural, electrical, mechanical, fire safety, telecommunications, security, and other requirements;
- b) Promote the resiliency of management information systems at Data Centres;
- c) Provide security frameworks to guide the implementation of security controls that protect customer data used in cash card transactions and protect organization operations and assets, individuals, and other organizations from a diverse set of threats and risks, including hostile attacks, human errors, natural disasters, and structural failures over computing platforms.

### ***2.4. CONNECTION TO RWANDA INTERNET EXCHANGE POINT***

#### **2.4.1 Right of Interconnection**

The licensee must directly or indirectly interconnect with the Rwanda Internet exchange point.

#### **2.4.2 Interconnection Agreement**

Technical and commercial arrangements for interconnection must be concluded by a written agreement between the licensee and the Rwanda Internet Exchange.

### ***2.5. NETWORK ACCESS***

The Licensee shall have the right to have reasonable access to the Electronic Communications Networks of other licensed operators for purposes of providing the Licensed Services, upon submitting a written request to the Operator concerned.

The Licensee shall have the obligation to provide reasonable access to the Licensed services to other Public Electronic Communication Network Operators for the purposes of providing duly licensed data Centre services, upon written request from the Operator concerned.

Technical and commercial arrangements for network access shall be based on a written agreement between the Licensee and the Operator(s) concerned, having regard to the applicable law and regulations and to the terms of each Operator's license.

## ***2.6. COLOCATION***

Any licensee shall provide colocation services to eligible service providers on fair, reasonable, and non-discriminatory terms. Colocation services shall enable third parties to install and operate their information technology equipment within the data centre infrastructure of the Licensee.

## ***2.7 COVERAGE AND ROLL OUT***

The Licensee shall install, operate, and maintain the Licensed Data center and provide the Services in line with **Appendix E. Coverage and rollout.**

The licensee shall submit to the Regulatory Authority a semester report on progress made regarding rollout and coverage obligations.

# **CHAPTER 3: PROVISION OF THE LICENSED SERVICES**

## ***3.1. CONTINUITY***

**3.1.1** The Licensee shall not interrupt the operation of the data centre services at any time during the license period. The licensee shall notify in writing the Regulatory Authority of its approval of any planned maintenance activity which interrupts the service two (2) days prior to the interruption and the reasons thereof. In addition, the licensee must notify the affected Subscribers of such an interruption of services, at least two (2) days in advance, and the anticipated date and time on which service will be re-established.

**3.1.2** Except in the event of Force Majeure, or where it has received the prior written consent of the Regulatory Authority to interrupt the provision of the Licensed Services, the Licensee must, for the entire duration of this License, provide the Licensed Services continuously, twenty-four (24) hours a day and seven (7) days a week.

**3.1.3** Whenever there is any unforeseeable service interruption or security incident, the licensee must notify the Regulatory Authority in accordance to the relevant regulations.

**3.1.4** If there is a complete interruption of services at the transit and international level, the Licensee must immediately, from the moment he/she became aware of it, report the interruption to the Regulatory Authority and establish the cause of such occurrence.

**3.1.5** The Licensee undertakes to take all measures necessary to guarantee the proper operation and protection of the Licensed Data Centre and to remedy promptly with the appropriate human and technical resources any interruption of part or all of the Licensed Services.

### ***3.2. QUALITY OF SERVICE OF THE LICENSED SERVICES***

**3.2.1** The Licensee undertakes to use all commercially reasonable endeavors to comply with both national and international standards of quality of service, in particular those set by the Regulatory Authority. Furthermore, the Licensee undertakes to comply with the quality of services requirements outlined in **Appendix B** and related rules and Regulations in force.

**3.2.2** The Licensee undertakes to install an effective quality of service-monitoring system for the Licensed Services based on internationally recognized standards and must allow the Regulatory Authority access to inspect and monitor data related to the quality of service of the Licensed Services.

**3.2.3** The Licensee must provide the Regulatory Authority with the results of measurements of quality of service on a periodic basis in accordance with applicable Regulations and when requested by the Regulatory Authority.

**3.2.4** The Licensee must maintain Quality of Service information records in a form provided in **Appendix F**.

**3.2.5** The performance standards as set out in **Appendix F** are subject to review from time to time if the Regulatory Authority believes that technological developments have made greater performance standards applicable to the Licensed System.

**3.2.6** The Licensee must notify the Regulatory Authority of the occurrence of any fact or event likely to materially affect the Licensee's ability to comply with Quality of service obligations including any change to the data Centre which may detrimentally affect the its performance and quality of service of the services as well as any insolvency-related event in respect of the Licensee or any preparatory steps being taken that might lead to an insolvency-related event, immediately upon the Licensee becoming aware of the event.

**3.2.7** The Licensee must regularly update its Data center infrastructure (hardware and software) to ensure that the quality of service and quality of experience are not compromised.

**3.2.8.** The licensee shall implement interoperable, real-time monitoring systems in alignment with ITU-T E.800. These systems shall ensure end-to-end QoS, timely incident reporting, and transparent regulatory oversight through the Authority's centralized monitoring platform.

**3.2.9.** The licensee shall implement systems capable of continuous (24/7/365) real-time monitoring of all critical infrastructure, including Power systems (grid supply, UPS, generators), Cooling systems (HVAC, liquid cooling where applicable), Network infrastructure (connectivity, latency, packet loss), Compute infrastructure (servers, GPUs, storage systems) and Security systems (physical and logical access controls).

**3.2.10.** The licensee shall classify incidents as critical Incident – causing service outage or major degradation; major Incident – affecting significant components without full outage; and minor Incident – limited or localized impact. The licensee shall notify the Regulatory Authority through any communication channel within 15 minutes of critical incidents, 1 hour for major incidents, and quarterly for minor incidents. The licensee shall submit the detailed incident report to the Regulatory Authority within 24 hours with root cause analysis and corrective measures.

**3.2.11.** The licensee shall retain the monitoring data for a minimum of twelve (12) months (operational data and incident-related data). The licensee shall provide data upon request by the Regulatory Authority, allow periodic audits and inspections, and ensure data integrity and protection.

### ***3.3. RELATIONS BETWEEN THE LICENSEE AND SUBSCRIBERS***

#### **3.3.1 Terms and Conditions**

The licensee must establish clear and fair terms and conditions for the provision of the licensed services. The Regulatory Authority shall have the power to review, require modification of, and approve, where necessary, such terms and conditions to ensure

compliance with applicable laws and regulations, and to safeguard the interests of consumers and fair competition.

### **3.4. Universal Access Fund**

**3.4.1** In this license, Universal Access shall have the meaning as provided under the relevant Presidential Order determining the administration, management, and functioning of the Universal Access Fund.

**3.4.2** The Licensee must install, operate, and maintain the Licensed services in accordance with the provisions of this license so as to ensure efficient and continuous Universal Access.

**3.4.3** The Licensee must pay a Universal Access Contribution to the Universal Access Fund in accordance with the relevant Presidential Order governing the functioning of the Universal Access Fund.

### ***3.5. DATA PROTECTION, CONFIDENTIALITY, AND SECURITY***

Every subscriber or user's data hosted by means of a data centre service must be protected, remain confidential to that subscriber and or user for whom the data is intended.

The Licensee must take appropriate measures to safeguard the security of those services and networks as per relevant laws and regulations.

Where there is a significant risk to the security of provided services, the service provider informs the subscribers of the risk, any appropriate measures that the subscriber may take to safeguard against that risk, and the likely costs to the subscriber involved in the taking of such measures.

Information provided for this purpose must be provided to the subscriber free of any charge other than the cost that the subscriber would have incurred for accessing the information.

The licensee is required to maintain and enhance the information security measures in accordance with the Law N<sup>o</sup> 058/2021 of 13/10/2021 relating to the Protection of Personal Data and Privacy, and other relevant laws and regulations, as may be amended from time to time.

The Licensee shall implement appropriate cybersecurity measures, protect customer data from unauthorized access, ensure compliance with national data protection laws,



and maintain systems to prevent data breaches. The Licensee shall cooperate with national cybersecurity authorities where necessary.

The Licensee shall implement advanced network security systems, intrusion detection and prevention systems, continuous monitoring of computing infrastructure, and secure access controls. The Licensee shall cooperate with national cybersecurity authorities.

The Licensee shall implement safeguards to ensure that AI infrastructure is not used for illegal surveillance activities, disinformation campaigns, and malicious AI applications. The Licensee shall cooperate with national authorities in preventing misuse of AI systems. The licensee must comply with all relevant laws and regulations.

In addition, the licensee must implement the minimum-security requirements outlined in **Appendix C**.

### ***3.6. NATIONAL DEFENSE, PUBLIC SECURITY, AND JUDICIAL POWER***

The Licensee must take all necessary measures to comply with any governmental requirements based on national defense and public security constraints or any request of a judicial authority or any other authorized authority, according to the relevant laws and regulations.

Measures and tools to facilitate any such request must be provided by the licensee.

### ***3.7. CRYPTOGRAPHY***

The Licensee may proceed for its own signals, and/or propose to its subscribers a service of cryptography in respect of the laws and regulations of Rwanda.

## **CHAPTER 4: MARKETING OF THE LICENSED SERVICES**

### ***4.1. FREEDOM TO SET TARIFFS AND ITS PUBLICATION***

**4.1.1** In accordance with Article 104 of the Law N° 24/2016 of 18/06/2016 Governing Information and Communication Technologies, the licensee must determine and publish tariffs for the use of services. A copy of each tariff, including all changes made thereto, is submitted to the Regulatory Authority.

**4.1.2** The submission of the tariffs to the Regulatory Authority must be done before they take effect. All tariffs must be in an itemized form.

## ***4.2. INVOICES***

**4.2.1** All Licensee invoices rendered in respect of the Licensed Services must be clear, concise, typed in French, English, or Kinyarwanda, and easy to understand. They must include precise details of all charges for the current billing period and the payment due date.

## ***4.3. SUBSCRIBERS' DATA***

**4.3.1** The Licensee must maintain a complete and accurate subscribers' database in accordance with relevant laws and regulations.

**4.3.2** The licensee may share subscribers' information with third parties by complying with the relevant laws and regulations.

## ***4.4. SUB-CONTRACTORS***

**4.4.1** In the scope of its contractual relations with sub-contractors, the Licensee shall warrant that these sub-contractors undertake to respect:

- Equal access and non-discrimination between Subscribers;
- Confidentiality of the stored information relating to Subscribers;
- Compliance with applicable laws and regulations.

**4.4.2** In all cases, the Licensee remains liable for the provision of the Licensed Services.

## ***4.5. NON-DISCRIMINATION BETWEEN SUBSCRIBERS***

**4.5.1** The Licensee must establish and guarantee the principle of equal treatment to all Subscribers whose conditions are the same, without discrimination or preference, and undertakes to provide the Licensed Services on a just and reasonable basis.

**4.5.2** The Subscribers may connect their Terminal Equipment to the respective termination points of the Licensed Network, provided that such equipment is compatible with the parameters established for such connection in accordance with the regulations of the Regulatory Authority and the instructions given by the Licensee.

## ***4.6 COMPETITION PROVISIONS***

### **4.6.1. Separation of Sales**

The licensee must not link the sales of the licensed services described in this license with the sales of other services that are not licensed; therefore, there must be separation of accounts.

## ***4.7 INSURANCE***

The Licensee shall, upon issuance of this License insure with a reputable insurance company against all loss or damage to the equipment and infrastructure of the Licensed Data center against all risks related to its activity.

The Licensee must maintain an adequate and enforceable insurance policy in respect of the Licensed Data Centre and its activities for the entire duration of the License.

## **CHAPTER 5: CONTRIBUTION AND FEES**

### ***5.1. UNIVERSAL ACCESS CONTRIBUTION***

The Licensee must pay to the Regulatory Authority an annual contribution to the Universal Access Fund in accordance with the relevant Presidential Order governing the administration, management, and functioning of the Universal Access Fund. This payment is made in accordance with the modalities determined by the Regulatory Authority.

### ***5.2. ANNUAL REGULATORY FEE***

The licensee must pay the annual regulatory fee equal to 1% of the annual turnover in accordance with the modalities provided in the relevant rules.

### ***5.3. OTHER FEES, TAXES, CONTRIBUTIONS, AND CHARGES***

The Licensee must pay any other fees, taxes, contributions, and charges that may become, from time to time, payable in accordance with the applicable laws and regulations of Rwanda.

## **CHAPTER 6: LIABILITY - MONITORING – PENALTIES**

### ***6.1. GENERAL LIABILITY***

**6.1.1** The Licensee is liable for any malfunction in, or directly resulting from, the provision of the Licensed service, for any breach of the obligations of the License, and for any infringement of applicable laws and regulations.

**6.1.2** The Authority shall bear no liability for the direct or indirect consequences to the Licensee of any decision the Authority may take pursuant to, or in respect of, the License, including, without limitation, any decision to impose a penalty or to modify the terms of the License.

### ***6.2. INFORMATION AND MONITORING***

**6.2.1** Upon written request and pursuant to the conditions determined by the Regulatory Authority, the Licensee must give to the Regulatory Authority any financial, technical, and business information and documents necessary for the fulfillment of the obligations determined by laws and regulations, as well as by the License.

**6.2.2** The Licensee must promptly communicate to the Regulatory Authority all information and documents required under applicable laws and regulations, as well as the terms and conditions of this License.

**6.2.3** The licensee must declare the revenues collected, submit a financial statement and pay regulatory fees in accordance with the Board Decision determining the contribution levied on the annual turnover of the regulated service.

**6.2.4** The licensee must submit its annual certified financial statement to the Regulatory Authority not later than three (3) months following the end of each fiscal year.

**6.2.5** The licensee must ensure that during the license period, the financial and commercial plan submitted to the Regulatory Authority is closely implemented as provided in **Appendix D**.

### ***6.3. INSPECTION***

**6.3.1** The Regulatory Authority may conduct or require an examination, investigation, or audit of any aspect of the Licensee's business relating to the licensed services or its compliance with relevant laws, regulations, terms, and conditions of this license. The Licensee must provide any assistance requested by the Regulatory Authority in relation

to any such examination, investigation, or audit. The Regulatory Authority may issue directions with regard to the manner in which such examination, investigation, or audit is carried out.

**6.3.2** In particular, the Regulatory Authority may authorize a person to carry out an examination, investigation, or audit, or may require the Licensee to arrange for an examination, investigation, or audit of any aspect of the licensed services to ensure compliance with the conditions.

**6.3.3** The Licensee must allow the Regulatory Authority's authorized representative to attend at, enter and inspect any premises under the Licensee's or any of its Affiliates in Rwanda, and to take copies of any Documents and to acquire any information in the control of the Licensee or any of its Affiliates in Rwanda, as may be required in order to carry out the examination, investigation or audit.

**6.3.4** The Licensee must provide and maintain, at no less than the reasonable technical standards set by either the Regulatory Authority or in use by the ITU, facilities to enable the Regulatory Authority to inspect, test, read or measure, as the case may be, any Data Centre Infrastructure installations, equipment (including, but not limited to testing instruments) or premises used or to be used for the provision of the service, and may at its option, and shall on the written request of the Regulatory Authority, and subject to the provision by the Regulatory Authority's reasonable prior written notice, provide a representative to be present at any such inspection, testing, reading or measurement.

#### ***6.4. SAFETY AND ENVIRONMENT OBLIGATIONS***

##### **6.4.1 Safety of personnel**

The Licensee must take all necessary measures to ensure the safety of its employees and other persons the employment of whom relates wholly or partly to the Licensed Services, of its customers, and of the public. In this respect, the Licensee must comply with any applicable laws and regulations of the Republic of Rwanda for the protection of employees.

##### **6.4.2 Environment Obligations**

**6.4.2.1** The Licensee must ensure that the installation, operation, and maintenance of the Data Centre are performed in accordance with applicable international and domestic environmental laws, regulations, and practices.

**6.4.2.2** The Licensee must take all necessary measures to ensure that the e-waste is segregated from other forms of waste and has appropriate mechanisms for e-waste management which complies with relevant laws and regulations in force.

**6.4.2.3** The licensee must maintain records of e-waste generated and make such records available for scrutiny by the Regulatory Authority and comply with all relevant policies, laws, and regulations governing e-waste in Rwanda.

### ***6.5. FINES***

The Licensee, in case of failure to comply with the terms and conditions of this license, must be liable for payment of any administrative fine imposed by the Regulatory Authority in accordance with the relevant laws and regulations.

### ***6.6. LICENSE SUSPENSION, WITHDRAWAL, AND OTHER NON-FINANCIAL PENALTIES***

In order to protect the public from any threat to public safety, public health, or in the interest of national security, the Regulatory Authority may suspend or restrict the licensee from the provision of licensed services or any associated facility.

Without prejudice to any other rights, the Regulatory Authority under this License or under any legislative, regulatory, or other legal text, reserves the following rights of suspension and withdrawal:

#### **6.6.1 Suspension, cancellation, and revocation of license**

In accordance with the relevant laws and regulations, the Regulatory Authority may suspend, cancel, and revoke the license issued in whole or in part, if:

- 1° the license-related fee is not paid;
- 2° the licensee has repeatedly and seriously violated provisions of relevant laws and regulations or its license terms and conditions;
- 3° the licensee no longer has sufficient financial resources to meet its obligations relating to its operation, or where the licensee fails to increase such financial resources within a period not exceeding three (3) months after knowledge of the case;
- 4° the licensee fails to rectify its conduct despite being requested to do so through an enforcement notice or a regulatory directive;

5° the licensee loses effective control of the license or the license ownership is passed to another person without the approval of the Regulatory Authority;

6° in case of fraud or intentional misrepresentation when applying for the license;

7° It is established that the licensee is engaged in or is supporting activities amounting to treason, terrorism, or any other national security-threatening action or omission.

### **6.6.2 Reduction of License Scope or Duration**

The Regulatory Authority is entitled to reduce the scope of the License or reduce the duration of the License where the Licensee demonstrates a continued failure to meet any service criteria specified in an enforcement notice issued by the Regulatory Authority.

### **6.6.3 Powers on suspension and restrictions in case of misuse of services**

In order to protect the public from any threat to public safety, public health, or in the interest of national security, the Regulatory Authority may suspend or restrict the licensee from the provision of licensed services or any associated facility.

## **CHAPTER 7: FINAL PROVISIONS**

### ***7.1. MODIFICATION AND CHANGE OF THE LICENSE***

#### **7.1.1 Service Criteria Modification**

In accordance with Article 49 of the Law N° 24/2016 of 18/06/2016 Governing Information and Communication Technologies, the Regulatory Authority has the power to make modifications or changes to a data center license, subject to the following conditions:

1° any modification or change carried out in an objective and non-discriminatory manner;

2° the requirement to comply with the provisions of a new law;

3° the requirement of any regulatory changes that are intended to ensure equal opportunities and effective competition in electronic communications markets in both rural and urban areas;

4° adjusting to the changes necessitated by existing market conditions;

- 5° the requirements of any technological developments or changes caused;
- 6° non-fulfillment of the license terms and conditions by the licensee.

The Regulatory Authority has the power to make modifications or changes to a data centre license to comply with the provisions of a new established Regulation governing data centre service provision.

### **7.1.2 Procedure for license modification**

The Regulatory Authority informs the Licensee of its intention to modify the License. Modifications shall take effect three (3) months from the date of notification to the Licensee. The Licensee has the right to negotiate modifications of this license. The License may also be amended upon a request by the Licensee due to justified reasons and in accordance with the relevant laws, regulations, and rules.

A request for amendment of the License due to justified reasons is submitted to the Regulatory Authority in writing. The request should contain exact reasons for requesting an amendment and an explanation of all anticipated effects of the same. If the requested amendment is related to general business conditions, the adopted amendment must apply to all licensees.

### ***7.2. TRANSPARENCY AND RIGHTS OF APPEAL***

The Licensee must enjoy a reasonable opportunity to make representations in respect of any decision made or, where reasonable in the circumstances, to be made by Regulatory Authority, pursuant to the terms and conditions of the License, which may materially affect the Licensee, including, without limitation, any decision to impose a financial penalty, any decision to modify the terms and conditions of the License, any refusal to renew the License, and any refusal to authorize a transfer of the License, any decision to suspend or to revoke or otherwise withdraw the License.

The Regulatory Authority shall take due account of any such representations made by the Licensee.

The Licensee has a right of appeal against any such decisions in accordance with RURA and administrative procedures.

### ***7.3. FORM OF COMMUNICATIONS***

All notifications, applications, requests, or other communications required or permitted under the License are communicated in writing to the address of the party concerned



or, where such recipient's address has changed, to the last address notified to the sender by the recipient by registered mail.

#### **7.4. OTHER CONSENTS**

Nothing in this License shall absolve the Licensee from any requirement in law to obtain such additional consents, permissions, authorizations or licenses as may be necessary for the construction and operation of the Licensed services, the provision of the Licensed Services and, more generally, the exercise of its rights or discharge of its obligations under this License, including, without limitation, any investment registration which may be necessary pursuant to applicable laws.

#### **7.5 UNLAWFUL USE**

- (a) The Licensee shall not knowingly use, or permit the use of the Licensed service for any purpose that violates applicable laws and regulations.
- (b) The Licensee must include a similar provision precluding the use of the Licensed Services in its contracts with Subscribers and other Operators.

#### **7.6. FORCE MAJEURE**

The Licensee shall not be considered to have failed to comply with any obligation whatsoever derived from the present License terms and conditions, including the obligations related to the coverage and roll out plan specified in **Appendix E** and Quality of Service objectives listed in **Appendix B** of this License terms and conditions, if the Licensee is prevented from performing its obligations due to any case of Force Majeure.

The Licensee must use all commercially reasonable endeavors to ensure the most rapid service restoration.

In case of force majeure, the Licensee is prevented from performing any of its obligations under this License, the Licensee must notify the Regulatory Authority of the nature of the force majeure and list the obligations it is prevented from performing as soon as reasonably practicable; and

Those obligations may be suspended by the Regulatory Authority, and the Licensee thereafter is not liable to perform those obligations, for so long as the force majeure continues, only if and to the extent that the inability to perform could not have been prevented by taking steps specifically required under this License or other reasonable

precautions and the inability cannot reasonably be circumvented by the Licensee at its expense through the use of alternate sources, work-around plans or other means.

### **7.7. TERMINATION OF LICENSE**

**7.7.1** This License may be terminated upon the request of the Licensee on terms and conditions to be approved by the Licensor.

**7.7.2** The License may be terminated by the Licensor:

- due to *force majeure* when the licensed activity cannot be performed after the cause of *force majeure* has been removed;
- after the expiration of the License validity period, provided that the Licensee does not submit a request for renewal of the License;
- in case of revocation of the License;
- where the Licensee is declared insolvent, enters into liquidation, or ceases to carry on the licensed activities;
- if force majeure persists for more than six (6) months.
- This License may be terminated at the request of the Licensee, where the Licensee voluntarily elects to cease the licensed activities, subject to prior written notice to the Licensor and compliance with such terms and conditions as may be approved by the Licensor, including the orderly winding down of operations.

### **7.8. COSTS**

The Licensee is responsible for all costs, expenses, and other obligations (financial or otherwise) related to the removal and disposal of the unused infrastructures, or regarding the exercise of its rights and the performance of its obligations under the License. The Authority shall bear no responsibility for such costs, expenses, or obligations.

### **7.9. WAIVER**

No waiver of any breach of any provision of the License shall be effective or binding unless made in writing. Any such waiver is limited to the specific breach concerned.

### **7.10. GOVERNING LAW**

This License is governed by and construed in accordance with the laws and regulations of the Republic of Rwanda.

## APPENDIX A: LICENSEE DETAILS AND SHAREHOLDING STRUCTURE

No	Name of Shareholder	Par Value Per Share	Number of Shares	Share Capital (FRW)	Share Group
1.	Raymond Uchenna Ononiwu	100	5,000	500,000	Ordinary Share

## **APPENDIX B: QUALITY OF SERVICE**

The Licensee must provide the required quality of service to its subscribers as per the following Key Performance Indicators:

<b>Performance Indicators</b>	<b>Threshold</b>	<b>Reporting</b>
Service Availability	≥ 99.982%. The percentage of time the data center services are operational. (≤1.6 hours of downtime/year)	Quarterly
Total Downtime	≤ 1.6 hours or 96 minutes annually. Total hours of service interruption per year	Quarterly
Mean Time to Repair (MTTR)	≤ 60 minutes. Average time to restore service after failure.	Quarterly
Power Availability	≥ 99.982%. Reliability of power supply	Quarterly
Cooling System Availability	≥99.982%. Uptime of cooling infrastructure	Quarterly
Network Availability	≥ 99.982%. Availability of internet connectivity	Quarterly
Network Latency	≤ 5 ms (Intra-data centre)	Quarterly
Carrier Diversity	≥ 2. Number of independent telecom providers	Quarterly
Power Usage Effectiveness (PUE)	≤ 1.5. Ratio of total energy to IT equipment energy	Quarterly
GPU Cluster Utilization	≥ 60%. The ratio of active GPU compute time to total available GPU capacity, measured over a defined period, reflects both infrastructure efficiency and service availability (ITU-T E.800)	Quarterly
Compute Availability	≥ 99.982%. The percentage of time the compute infrastructure (CPU, GPU, TPU, or AI accelerators) is fully operational and capable of processing workloads as intended, measured over a specified period.	Quarterly

## **APPENDIX C: MINIMUM INFORMATION SECURITY**

<b>No</b>	<b>Protection Areas</b>	<b>Minimum Requirements</b>
<b>1</b>	<b>Security controls to</b>	Appropriate Security Measures to guarantee the provision for the entire duration of the License

	<b>protect the network and systems of licensees and subscribers' information</b>	Documented Security Controls that have also been set in their Data Centre Systems
		Establishment of appropriate Layers in Data Centre Facilities
		Establishment of the segmentation of Layers in the Data Centre facilities
		Protection of the Management Plane
		Protection of the Control Plane
		Protection of the data plane
		Management and Protection of Data Centre Networks and Systems
		Third-party security management
<b>2</b>	<b>Security assessment and audit of the networks and systems of licensees</b>	Asset inventory and management
		Vulnerability Assessment and Management
		Conduct independent periodic internal Audits and submit reports
		Mitigation of risks leading to subscribers' loss of service
		Submission of the Security Assessment and Audit Reports
		Develop and implement Remediation Plans
<b>3</b>	<b>Effective management of incidents</b>	Incident Management and Sharing
		Monitoring and Compliance
		Reporting of security incidents

## **APPENDIX D: FINANCIAL AND COMMERCIAL PLAN**

### **1.0. HORUS LABS RWANDA'S FINANCIAL FORECASTS (FRW)**

Years	2026	2027	2028	2029	2030
Revenues	27,174,229,600	7,483,135,350	12,656,522,200	20,158,632,250	25,964,316,250
Cost of goods sold	662,547,050	919,692,950	1,581,619,400	2,199,860,250	2,469,312,300
Gross Profit	26,511,682,550	6,563,442,400	11,074,902,800	17,958,772,000	23,495,003,950
Other expenses	654,978,050	915,292,200	1,015,735,150	1,372,842,600	1,481,939,150
EBTIDA	25,856,704,500	5,648,150,200	10,059,167,650	16,585,929,400	22,013,064,800
Depreciation	3,175,028,750	3,378,028,750	3,784,028,750	4,190,028,750	5,408,028,750
Finance cost	1,747,982,250	1,747,982,250	1,747,982,250	1,398,385,800	1,048,789,350
Amortization	297,250,000	297,250,000	297,250,000	312,112,500	312,112,500
EBT	20,636,443,500	224,889,200	4,229,906,650	10,685,402,350	15,244,134,200
Income tax	0	62,968,976	1,184,373,862	2,991,912,658	4,268,357,576
Profit/Loss after Tax	20,636,443,500	161,920,224	3,045,532,788	7,693,489,692	10,975,776,624
Profit margin (%)	75.94	2.16	24.06	38.16	42.27
Growth in revenue		(19,691,094,250)	5,173,386,850	7,502,110,050	5,805,684,000
Growth in Rev. (%)		72.46%	69.13%	59.27%	28.80%
Average Rev Gr. (%)					21.19%

### **2.0. INVESTMENT PLAN**

Sources of Capital	% Stake	% Loan To Cost	Amount (USD)
<b>External Debt</b>		50%	10,000,000
<b>Equity</b>			
Owner equity	20.0%		2,000,000
External Equity	80.0%		8,000,000
<b>Total Sources</b>	<b>100%</b>		<b>20,000,000</b>

Use of capital	%	Amount (USD)
Amount Land Purchase Price	3%	600,000
Civil Works	10%	2,000,000
Hard Costs and Infrastructure	69%	13,720,000
Software and Licensing	3%	615,000
Working Capital	11%	2,200,000
Misc. & Transaction Costs	5%	865,000
<b>Total Sources</b>	<b>100%</b>	<b>20,000,000</b>

## APPENDIX E. COVERAGE AND ROLLOUT PLAN

<b>Timeline</b>	<b>Deliverables</b>
2026	1 MW Operational site
2027	3 MW Onboarding of the first multinational customer (s) 3 MW Total deployed capacity
2028	6 MW Reduction of carbon footprint by utilizing sustainable energy sources 6 MW Total deployed capacity
2029+	8 MW+ Interconnected Rwandan Data Center Mesh 8 MW Total deployed capacity Continuous deployment to meet national & regional demand for Compute & A.I.

**APPENDIX F: KEY INTERNATIONAL STANDARDS AND CERTIFICATIONS APPLICABLE TO THE DATA CENTRE AND CLOUD COMPUTING INDUSTRIES**

<b>S/N</b>	<b>INTERNATIONAL STANDARDS AND CERTIFICATIONS</b>
<b>1</b>	<b>ANSI/TIA-942</b> is a standard for Data Centres developed by the U.S. Telecommunications Industry Association, which is updated from time to time. The standard has been globally adopted with minor changes based on differences in national telecommunications equipment standards. The standard specifies minimum requirements for Data Centres, covering all physical infrastructure, including, but not limited to, site location, architectural, electrical, mechanical, fire safety, telecommunication, security, and other requirements.
<b>2</b>	<b>European Standard EN50600</b> Series is a certificate programme developed by the European standardization body CENELEC (European Committee for Electrotechnical Standardization) that provides a holistic approach for the planning, construction, and operation of Data Centres across Europe with a focus on physical security and availability. The EN 50600 assessment series defines four levels (1 to 4) for the design availability of the power supply and distribution system of the Data Centre
<b>3</b>	<b>THE 3EU DC CoC (European Code of Conduct for Data Centres)</b> initiative was developed in response to the escalating energy consumption in Data Centres and the imperative to mitigate associated environmental, economic, and energy supply security repercussions. Its objective is to educate and motivate Data Centre operators and owners to curtail energy consumption cost-effectively while safeguarding the mission-critical functions of these facilities.
<b>4</b>	<b>The International Data Centre Authority (IDCA)</b> is an independent organization that conducts research, develops standards, provides education, and offers certification programs for Data Centres, clouds, AI, blockchain, cybersecurity, IoT, and big data.
<b>5</b>	<b>LEED (Leadership in Energy and Environmental Design)</b> is the globally predominant green building rating system and the first green building rating system to address Data Centres. LEED sets standards for certification through a structured approach for the development of environmentally sustainable, highly efficient, and cost-effective green buildings, delivering benefits across environmental, social, and governance dimensions.
<b>6</b>	<b>Uptime Institute’s Tier</b> Standards are globally recognized standards for Data Center design, construction, ongoing operations, and overall performance.
<b>7</b>	<b>ISO 14001 (Family) Environmental Management.</b> ISO 14001 is the globally acknowledged benchmark for environmental management systems (EMS).
<b>8</b>	<b>ISO/IEC 27001:2022</b> Information security, cybersecurity, and privacy protection. This certification is widely acknowledged as the foremost credential for reinforcing information security, physical security, and



	business continuity.
<b>9</b>	<b>ISO/IEC 22237-1:2021 (Data Centre Facilities and Infrastructure).</b> This certification furnishes a comprehensive methodology for the holistic assessment and certification of Data Centres, encompassing evaluations from infrastructure to environmental considerations.
<b>10</b>	<b>ISO/IEC 27018: 2019 (Protection of Personally Identifiable Information (PII) in Public Clouds acting as PII processors).</b> This document establishes commonly accepted control objectives, controls, and guidelines for implementing measures to protect Personally Identifiable Information (PII) in line with the privacy principles in ISO/IEC 29100 for the public cloud computing environment.
<b>11</b>	<b>GDPR,</b> the EU General Data Protection Regulation, governs how the personal data of individuals residing in the EU may be processed and transferred.
<b>12</b>	<b>NIST 800-53 (Revision 5) Security and Privacy Controls.</b> This publication provides a catalogue of security and privacy controls for information systems and organizations to protect organizational operations and assets, individuals, and other organizations from threats and risks, including hostile attacks, human errors, natural disasters, structural failures, foreign intelligence entities, and privacy risks. The controls are flexible and customizable