



SPECIFIC CONDITIONS I5 – COLOCATION SERVICES

These Specific Conditions govern the Colocation Services that may be provided by the Company under a Contract, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the "Conditions"), which shall be deemed to be incorporated into the Contract for the performance of any Colocation Services provided under these Specific Conditions.

1 DEFINITIONS

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only.
- | | |
|----------------------------------|---|
| "Access Policy and Procedure" | means the Company mandated policies and procedure for accessing the Data Centre, the current version of which is set out in the Annex to these Specific Conditions as updated, amended or replaced as notified to the Customer from time to time, together with any other rules and regulations issued by the Company from time to time in respect of the Data Centre or its use; |
| "Colocation Services" | means the Services provided by the Company to the Customer in accordance with these Specific Conditions; |
| "Colocation Space" | means the space specified in the Order Form or as later notified to the Customer from time to time and made available by the Company at the Data Centre for the installation of Customer Equipment by or for the Customer in accordance with the terms of this Contract; |
| "Company Equipment" | means the Racks and any servers and any other IT equipment and/or associated cabling that the Company supplies or otherwise makes available to the Customer for its use in connection with the Colocation Services, as identified on the Order Form, in respect of which ownership and title is retained by the Company or its lessors; |
| "Cross Connects" | means a cable run connecting the Racks to other rack spaces within the Data Centre and/or to the Data Centre network, as required; |
| "Customer Equipment" | means the Customer's servers and any other IT equipment and/or associated cabling that the Customer chooses to install in the Racks; |
| "Data Centre" | means the Site as identified in the Order Form or such other Site as notified to the Customer from time to time where the Colocation Space is situated; |
| "Diverse Internet Transit" | means the service of allowing network traffic to cross or "transit" between Data Centres; |
| "Maximum Power Draw" | means the maximum amount of electrical energy that the Customer Equipment is entitled to consume within the relevant Rack, as stated in the Order Form; |
| "Rack" | means one or more single cabinet positions, inclusive of dual under floor power connectors, rear distribution power strips, fan tray and a 800mm W x 1000mm D x 42U cabinet or a 600mm W x 1000mm D x 42U cabinet, as identified in the Order Form; |
| "Request Fulfilment" | means as defined in Specific Conditions X3 – Standard Operational Services; |
| "Remote Hands and Eyes Services" | means the Services that the Company agrees to provide to the Customer in accordance with paragraph 5; |
| "Service Desk" | means as defined in Specific Conditions X3 – Standard Operational Services; and |
| "Service Request" | means as defined in Specific Conditions X3 – Standard Operational Services. |
- 1.2 All other capitalised terms that are not defined in paragraph 1.1 shall have the meanings stated in the Conditions.

2 COMMENCEMENT DATE

- 2.1 The Commencement Date of the Colocation Services is the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences the provision of the Colocation Services to the Customer.

3 MINIMUM TERM

- 3.1 The Minimum Term for the Colocation Services is as set out in the Order form or, if no Minimum Term is specified, twelve (12) calendar months from and including the Commencement Date of the Colocation Services.

4 COLOCATION SERVICES

- 4.1 Unless provided in the Order Form that the Colocation Space and/or the Racks will be dedicated, the Colocation Space and/or the Racks will be syndicated (other areas or space within the Colocation Space and/or Racks may be accessed and/or used by the Company and/or made available by the Company to other customers of the Company from time to time).
- 4.2 The Company will:
- 4.2.1 make the Colocation Space and the Racks available to the Customer for the Customer's use in accordance with these Specific Conditions;
 - 4.2.2 where specified in the Order Form, provide caged areas within the Colocation Space that will have floor to ceiling meshed barriers with corresponding under floor barriers;
 - 4.2.3 where specified in the Order Form, provide resilient Diverse Internet Transit;
 - 4.2.4 where specified in the Order Form, provide Cross Connects from the Colocation Space, to enable access to the Company's and/or the Customer's data connectivity services and/or to the Customer's wide area network;
 - 4.2.5 where specified in the Order Form, provide Remote Hands and Eyes Services;
 - 4.2.6 provide power, cooling and humidity conditions for the Colocation Space; and
 - 4.2.7 provide fire detection at the Data Centre.
- 4.3 The Company will ensure that the Data Centre has and maintains ISO27001 accreditation.
- 4.4 The Company will ensure that the Data Centre is equipped with:
- 4.4.1 an access control security system;
 - 4.4.2 lockable Racks;
 - 4.4.3 24/7 CCTV; and
 - 4.4.4 24/7 on-site security staff.
- 4.5 The Customer acknowledges that this Contract does not confer a right of exclusive possession. Upon termination of this Contract the Customer will have no right to remain at or use the Colocation Space.
- 4.6 The Customer hereby unconditionally waives any and all rights or claims it may have howsoever arising including without limitation any rights that inadvertently arise at law to security of tenure under the Landlord and Tenant Act 1954 (as amended), as a result of the Customer's continuous occupation whether during the term of this Contract or thereafter.
- 4.7 Unless expressly stated to the contrary in the Order Form, the Company does not insure the Customer Equipment for loss, damage or otherwise.
- 4.8 The Company will monitor the average air temperature within the Colocation Space to ensure that it is within the ASHREA recommended standards.

4.9 Where the average air temperature within the Colocation Space meets or exceeds 32°C for a period of 30 minutes or more, the Company may, at its sole discretion, by notice in writing to the Customer, require that the Customer powers down the Customer Equipment.

4.10 Where the average air temperature within the Colocation Space meets or exceeds 35°C for a period of 30 minutes or more then without prejudice to any other right of the Company, the Company may at its sole discretion, without liability to the Customer and without prior notice, power the Customer Equipment down until further notice.

5 REMOTE HANDS AND EYES SERVICES

5.1 Where it is specified in the Order Form that the Company is to provide Remote Hands and Eyes Services as part of the Colocation Services, it will respond to Service Requests made by the Customer in accordance with paragraph 5.2 and provide such Services in accordance with this paragraph 5 and the Request Fulfilment process.

5.2 Where the Customer requires Remote Hands and Eyes Services, the Customer will log a Service Request with the Service Desk and provide clear and concise instructions for each Service Request for Remote Hands and Eyes Services. The Customer's Service Requests for Remote Hands and Eyes Services may be scheduled and/or requested on an ad hoc basis.

5.3 The Customer's Service Requests for Remote Hands and Eyes Services may include some or all of the following:

- 5.3.1 visual inspection of devices to access equipment states (e.g. status, lights, power lights, and cabling) or identifying information (e.g. serial numbers) and report on observations back to the Customer;
- 5.3.2 viewing of monitors and report of screen data back to the Customer;
- 5.3.3 rebooting of routers, servers or other Customer Equipment where the Customer provides written directions to the Company Personnel;
- 5.3.4 pressing of "any key" to clear a screensaver;
- 5.3.5 toggling switches or pressing buttons under the instruction of the Customer, where those switches or buttons are clearly marked;
- 5.3.6 plugging in look-back cables at Customer provided test point, providing a hard loop for the Customer to test circuits remotely;
- 5.3.7 re-seating or replacing components that are hot-swappable and modular, providing that no tools are required;
- 5.3.8 re-seating or replacing cables connecting the Customer Equipment (provided that such replacement cables have been provided by the Customer); and/or
- 5.3.9 disconnecting Customer Equipment from a network in the event of a network security event.

5.4 If a Service Request for Remote Hands and Eyes Services is made at a time when Company Personnel are unable to provide the requested Services immediately, the Customer will be informed and the work will be scheduled to be performed once the required resources become available, which will be within 2 (two) hours during Normal Working Hours and within 4 (four) hours outside of Normal Working Hours.

5.5 Where specified on the Order Form that the Company is providing Remote Hands and Eyes Services, such Remote Hands and Eyes Services shall be provided on a "per month" basis. Any unused Remote Hands and Eyes Services will not be carried over to subsequent months and will be forfeited.

5.6 Where it is not specified on the Order Form that the Company is providing Remote Hands and Eyes Services, but the Customer subsequently requests such Remote Hands and Eyes Services, or where the Customer exceeds their contracted "per month" allocation of Remote Hands and Eyes Services as set out in the Order Form and as referred to in paragraph 5.5, the Company will use its reasonable endeavours to provide such Remote Hands and Eyes Services in accordance with these Specific Conditions, subject to payment of additional Charges at the then prevailing rate.

6 ACCESS TO THE DATA CENTRE AND THE COLOCATION SPACE

6.1 Subject to paragraph 6.2 and the Customer's compliance with the Access Policy and Procedure, the Company will provide reasonable access to the Data Centre for the Customer Representatives 24 hours a day, seven days a week, 365 days a year in order for the Customer to install, maintain and operate the Customer Equipment in the Racks.

6.2 In connection with its access to and use of the Colocation Space, the Customer shall and shall procure that the Customer Representatives shall at all times comply with the Access Policy and Procedures. Any amendments made by the Company to the Access Policy and Procedures shall be notified in writing to the Customer.

6.3 In the event that the Company requires access to the Colocation Space in order to carry out any routine or emergency maintenance in respect of the Data Centre, the Company will, in the event of routine maintenance, notify the Customer in advance of such requirement. In the event that the Company requires access to the Colocation Space in the event of an emergency, the Company will endeavour to notify the Customer in advance of such emergency.

7 MAXIMUM POWER DRAW

7.1 Where any Rack is drawing more power than the Maximum Power Draw the Company may, at its sole discretion, by notice in writing to the Customer, require that the Customer reduces the power draw to below or equal to the Maximum Power Draw within 15 (fifteen) days of such notice.

7.2 Should the Customer not comply with paragraph 7.1 or where the Company has made a request under paragraph 7.1 in connection with any Rack four (4) times in any six (6) month period a power breach shall be deemed to have occurred (a "Power Breach").

7.3 In the event of a Power Breach, the Company may:

- 7.3.1 terminate the Colocation Services in connection with any Racks that have committed a Power Breach by providing five (5) Working Days' notice to Customer; and/or
- 7.3.2 charge the Customer for the excess power as follows:
 - (a) where the Maximum Power Draw in any month has been exceeded by between 1% (one percent) and 50% (fifty percent), by increasing the power Charges for the relevant Rack for that month by 50% (fifty percent); and
 - (b) where the Maximum Power Draw in the month has been exceeded by more than 50% (fifty percent), by increasing the power Charges for the relevant Rack for that month by 100% (one hundred percent).

7.4 In the event of an increase in the power Charges payable by the Company to the Company's power supplier or where any taxes or levies becomes payable by the Company based on the Data Centre's power consumption, the power Charges payable by the Customer for the Colocation Services will increase accordingly and such increase will not be subject to any limitation contained in the Conditions. The Company will provide the Customer with not less than 30 (thirty) days' notice of any increase in the Charges in accordance with paragraph 12.3.

8 SERVICE LEVELS

8.1 The following compensation scheme will be utilised for the availability of each Rack, being the available power for that Rack measured over a calendar month.

Table 1: Colocation Services Availability Target

Availability Achieved	Applicable Service Credit
≥99.99%	0% of the monthly Charge of the Rack
≥99.5% and <99.99%	5% of the monthly Charge of the Rack
≥99% and <99.5%	7.5% of the monthly Charge of the Rack
<99%	10% of the monthly Charge of the Rack

- 8.2 Any Service Credits to be paid to the Customer for Service Credits against the Colocation Services Availability in accordance with Table 1 above will be raised as a credit for the relevant amount, which may be set off by the Customer against the next invoice for Colocation Services.
- 8.3 The Company shall not be liable for any breach of the relevant Service Level in Table 1 above (or any associated payment of the Service Credits) or failure to perform the Colocation Services to the extent that the unavailability of any Rack is caused by the power draw from the Customer Equipment in that Rack exceeding the Maximum Power Draw.

9 EXCEPTED SERVICES

- 9.1 The Colocation Services do not include:
- 9.1.1 bandwidth and/or connectivity services;
 - 9.1.2 installing, maintaining, altering or removing Customer Equipment;
 - 9.1.3 altering the layout of the Colocation Space and/or altering existing caged areas or installing new caged areas within a Colocation Space;
 - 9.1.4 performing software or hardware configuration changes to the Customer Equipment, including but not limited to building servers;
 - 9.1.5 any initial installation of the cabling or power sockets for the Rack; and/or
 - 9.1.6 opening up any equipment cases for the Customer Equipment to determine hardware faults;
- (the "Excepted Services") and any such Excepted Services that may be agreed to be provided by the Company as additional Services on the request of the Customer shall be subject to the Company's additional Charges that will apply from time to time for such additional Services.

10 CUSTOMER OBLIGATIONS

- 10.1 The Customer shall:
- 10.1.1 keep the Colocation Space tidy and safe at all times and is responsible for ensuring that the Customer Equipment within the Colocation Space is operated in an orderly and safe condition;
 - 10.1.2 keep and maintain in good and substantial repair and condition the Colocation Space;
 - 10.1.3 comply with and ensure compliance by all of its Customer Representatives with the Access Policy and Procedures any other health and safety instructions of the Company at the Data Centre from time to time;
 - 10.1.4 ensure that the power draw from the Customer Equipment in a Rack does not exceed the Maximum Power Draw for that Rack;
 - 10.1.5 ensure that the Colocation Services are not used or operated in any way that infringes the rights of any person whether in statute or common law;
 - 10.1.6 unless otherwise expressly agreed to be provided as separate services by the Company under this Contract, be responsible for maintaining the Customer Equipment in good working order;
 - 10.1.7 comply with the technical and installation standards, electrical power management procedures and method statements on cable management and cable installation procedures applicable to the Colocation Space as notified to the Customer from time to time;
 - 10.1.8 not carry out any installation of, or modification, alteration or addition to, the Customer Equipment that would result in increases to the floor loading or environmental conditions of the Customer Equipment above the levels specified by the technical and installation standards applicable to the Colocation Space as notified to the Customer from time to time;
 - 10.1.9 make good any damage or disrepair to the Data Centre for which the Customer is liable or any unauthorised alterations to the Colocation Space promptly and in any event within 14 (fourteen) days after the date of written notice from the Company and if the Customer fails to comply with any such notice the Company may carry out the work, and the cost shall be reimbursed by the Customer on demand as a debt;
 - 10.1.10 maintain at all times a complete and accurate inventory of the Customer Equipment and supply to the Company a copy of the same together any updates to it from time to time;
 - 10.1.11 procure that the Customer Equipment is clearly marked and identified as belonging to the Customer;
 - 10.1.12 inform the Company if it becomes aware of any faults or matters likely to compromise the security of the Data Centre (including, without limitation, any disclosure of access information); and
 - 10.1.13 notwithstanding any consent by the Company for the Customer to make additions or alterations to the Colocation Space, make good and reinstate the Colocation Space in accordance with paragraph 11.1.3 upon termination of the Colocation Services.
- 10.2 The Customer shall not:
- 10.2.1 cause and shall procure that the Customer Representatives shall not cause or permit any nuisance or violation of Relevant Laws with respect to the Data Centre;
 - 10.2.2 make any structural alterations or additions whatsoever in on or to the Colocation Space;
 - 10.2.3 make any non-structural alterations or additions whatsoever in on or to the Colocation Space without the prior written consent of the Company (such consent not to be unreasonably withheld) except for:
 - (a) installation, maintenance or removal of Customer Equipment; and/or
 - (b) 'making-good' upon exit any additions or alterations to reinstate the Colocation Space in accordance with paragraph 11.1.3;
 - 10.2.4 use the Colocation Space except for the retention and operation of the Customer Equipment nor cause any injury, damage or nuisance to, or interference with any person or property including the Colocation Space and/or any equipment owned by third parties, which may from time to time be located in the same Colocation Space; and
 - 10.2.5 make any additions or alterations to any IT, mechanical or engineering equipment within the Data Centre that is not Customer Equipment without the prior written agreement from the Company and will engage the Company to make any changes to Company Equipment, including any upgrades to existing Racks (for example new power bars) or replacement Racks.
- 10.3 The Customer shall Indemnify, defend and hold the Company harmless against any and all costs, expenses including legal costs, liabilities, losses, damages, claims, demands and judgments resulting from any claim, action, suit or proceeding that the Company incurs or suffers relating to any damage to a third party's equipment in a Colocation Space caused by the Customer and/or the Customer's Representatives.
- ## **11 CONSEQUENCES OF TERMINATION**
- 11.1 Within 5 (five) days of termination of the Colocation Services the Customer will:
- 11.1.1 remove from the Colocation Spaces all Customer Equipment (excluding any Company Equipment) and any other Customer property;
 - 11.1.2 deliver or make available all Company Equipment to an authorised representative of Company; and
 - 11.1.3 return the Colocation Space to the Company in the same condition (including layout) as it was on the Commencement Date, unless otherwise agreed in writing by the Company as part of a relevant exit plan.
- 11.2 If the Customer does not remove Customer Equipment and its other property within such 5 (five) day period as referred to in paragraph 11.1, the Company will have the option to:
- 11.2.1 move any and all such property to secure storage and charge the Customer for the cost of such removal and storage;
 - 11.2.2 provided that the Company has given the Customer 15 (fifteen) days' notice in writing of its intention to do so, liquidate the Customer Equipment and any other Customer property in any reasonable manner to satisfy any unpaid sums due to the Company from the Customer. Any proceeds of sale that remain after the costs of the liquidation, including any expenses related to the removal, storage or sale, and the satisfaction of any unpaid sums owed by the Customer to the Company, will be returned to the Customer; and/or

- 11.2.3 continue to apply Charges for the Colocation Services until the Customer decommissions and removes the Customer Equipment and any other Customer property from the Colocation Space. The Company reserves the right to recover any additional costs incurred by the Company in relation to the Customer's failure to comply with paragraph 11.1.

12 CHARGES

- 12.1 The Charges for the Colocation Services and the power Charges are as set out in the Order Form, subject to paragraphs 7.3.2 and 12.3.
- 12.2 Unless otherwise provided in the Order Form, the Charges will be invoiced quarterly in advance with the first invoice issued by the Company on or around the Commencement Date for the Colocation Services and quarterly thereafter.
- 12.3 The Company shall be entitled to invoice the Customer monthly in arrears for any additional Charges arising in respect of excess power in accordance with paragraph 7.3.2.
- 12.4 The Company shall be entitled to invoice the Customer at any time for any additional Charges (including any additional costs incurred by the Company) under paragraph 11.2.3 and the Customer shall pay such invoice within 5 (five) days of the date of the invoice.

ANNEX

DATA CENTRE ACCESS POLICY AND PROCEDURES

- 1 This acceptable use policy sets forth the requirements for use of the Colocation Space. All visitors are required to comply with this policy. The suppliers to the Company of the internet data centres maintain the following rules in order to comply with local and national laws, guidelines for installation works, working environment, safety and fire regulations. Every person entering the Colocation Space is required to follow these rules:
 - a) **ONLY AUTHORISED CUSTOMERS AND PERSONNEL** are allowed into the Colocation Space. Every visitor must present a government issued photo ID (for example a driving licence or passport). Every visitor must have a personal access card. Wear the badge visibly and follow the instructions of the security personnel at all times. Access to other customer's rooms is prohibited. Tailgating (when a person tags along with another person who is authorised to gain entry into a restricted area) is not permitted.
 - b) **INFORM THE SERVICE DESK WHICH GOODS YOU WILL TAKE IN AND TAKE OUT.** All deliveries and removals must be agreed via the Service Desk prior to them taking place.
 - c) **ANNOUNCE IN ADVANCE WHEN YOU PLAN TO VISIT.** 24 (twenty-four) hours' notice is required. Report the start and end of your activities to the Service Desk.
 - d) **AVOID HAZARDOUS SITUATIONS.** Do not operate any equipment that may constitute a safety hazard. If in doubt, consult the Service Desk.
 - e) **CLOSE DOORS.** Inside doors must be closed at all times in order to ensure efficient gas extinguishing. Outside doors must be closed and locked for security.
 - f) **EVACUATE IMMEDIATELY WHEN THE ALARM GOES OFF.** In case of a fire alarm, the gas extinguishing system will automatically activate on completion or audible alarm.
 - g) **KEEP THE PREMISES CLEAN.** Inside the equipment rooms clean work is essential for the function of the Customer Equipment.
 - h) **DO NOT SMOKE.** The whole building is a no smoking area.
 - i) **DO NOT BRING FOOD.** Do not eat or drink in any of the equipment rooms or the corridors.
 - j) Any activity causing dust particles **IS NOT ALLOWED.** Please consult the Data Centre Manager for assistance. The automatic alarm may be triggered if you do not follow this instruction.
 - k) **LEAVE PACKAGING MATERIAL OUTSIDE** the equipment rooms. Unwrap boxes in the docking area. Packaging material must be removed from the facilities.
 - l) **STORAGE OF EQUIPMENT** is only allowed in the equipment or storage rooms. Please contact the Service Desk if you require assistance.
 - m) **REPORT ALL IRREGULARITIES AND ALARMS** to the Company Service Desk.
 - n) **RADIO DEVICES**
 - i. Inside the Colocation Space the use of GSM, GPRS, UMTS or other communications devices that work through radio communication ("Radio Devices") is prohibited to:
 - A. Prevent the unauthorised transfer of information that is of a business-sensitive nature to The Company or its customers. "Business-sensitive" refers to any information stored or processed by the Company, its customers or on behalf of its customers that is transferred to unauthorised parties that would cause a loss of reputation and business opportunity to either the Company or its customers;
 - B. Prevent the possibility of electronic or radio interference with equipment of the Company or its customers; and
 - ii. Visitors to the Colocation Space need to switch off all Radio Devices, including the standby mode, or leave them outside the Colocation Space.
 - o) Violation of this acceptable use policy is strictly prohibited. In the event of any actual or potential violation, the Company reserves the right to suspend or terminate, either temporarily or permanently, any or all services provided by the Company, to block any abusive activity, or to take any other actions as deemed appropriate by the Company in its sole discretion.
- 2 Customers who violate this acceptance use policy may incur criminal or civil liability. The Company or its Colocation Space supplier may refer violators to civil or law enforcement for prosecution, and will cooperate fully with applicable government authorities in connection with the civil or crime investigations of violations.
- 3 The Company reserves the right to suspend or terminate, either temporarily or permanently, any or all access provided by the Company for health and safety or security reasons at a Data Centre and/or to take any other actions as deemed appropriate by the Company in its sole discretion relating to health and safety or security.