

## SERVICE SCHEDULE

### COLOCATION SERVICES

This is a Service Schedule as defined in the Conditions. Where the Services set out in this Service Schedule form part of the Services to be supplied under a Contract (as defined in the Conditions), this Service Schedule forms part of the Contract.

In this Service Schedule, references to Clauses are to Clauses of the Conditions, and references to paragraphs are to the paragraphs of (i) this Service Schedule or (ii) whichever other document is specifically referred to. Words and expressions in this Service Schedule shall have the same meaning as defined in the Conditions.

#### 1 Additional Definitions

In this Service Schedule the following words and expressions shall have the following meanings:

- 1.1 **“Cage”** — A lockable enclosure placed around the Customer’s Licensed Space to provide an additional level of security in a shared Colocation Facility.
- 1.2 **“Colocation Facility”** — A data centre operated by the Supplier for the purpose of hosting Customer Equipment.
- 1.3 **“Customer Equipment”** — Any physical devices owned by the Customer and located within the Supplier’s Colocation Facility.
- 1.4 **“Licensed Space”** — The space within the Supplier’s Colocation Facility that has been licensed for the Customer’s exclusive use.
- 1.5 **“Rack”** — A physical framework designed to house servers and other computing equipment.
  - 1.5.1 **“Full Rack”, “Half Rack”, “Quarter Rack”** — Standardised portions of a Rack which may form the Customer’s Licensed Space.
- 1.6 **“Remote Hands”** — Any activity such as installation, maintenance and repair of Customer Equipment which the Supplier performs at the request of the Customer.
- 1.7 **“Unapproved Visitor”** — Any named individual for whom the Customer has submitted an access request but who has not been nominated in advance as an Approved Visitor.

#### 2 Colocation Services – Service Scope and Description

- 2.1 Pulsant Colocation Services provide the Customer with Licensed Space to host Customer Equipment within the Supplier’s Colocation Facility.
- 2.2 Pulsant Colocation Services are provided to the Customer for so long as the Contract remains in force in accordance with the terms of the Contract and the Supplier’s Acceptable Use Policy, security, and access policies and procedures.
- 2.3 Pulsant Colocation Services are subject to payment by the Customer of the Supplier’s Charges for installation and support services, as set out in the Order Form or at clause 5 of the Conditions.

#### 3 The Supplier’s obligations in respect of the Licensed Space

- 3.1 The Supplier grants to the Customer the right for so long as the Contract remains in force to:
  - 3.1.1 Locate the Customer Equipment in the Licensed Space, and for these purposes to install such Customer Equipment under the Supplier’s supervision, or to have it installed by the Supplier subject to payment by the Customer of the Supplier’s charges for installation services as set out in the Order Form.
  - 3.1.2 Have access to the Customer equipment in the Licensed Space in accordance with these Conditions together with the security and access policies and procedures at the Colocation Facility.
- 3.2 Where the Supplier is to connect the Customer Equipment to external networks, e.g., the Internet, then the Supplier will utilise and the Customer will provide (a) one (1) unit of the Licensed Space for the provision of a single patch panel and (b) internal cabinet space (in the vertical or horizontal axis) for the provision of power bars.

- 3.3 Power will be delivered to the Racks as specified by the Order Form. The Customer Equipment cannot exceed the rating specified on the Order Form. Where a Rack is provisioned with a dual feed the maximum power available is equal to the power provisioned on a single feed. It is recommended to use a maximum of 80% of this rating to ensure that the breaker does not trip in normal operation.
- 3.4 Additional power required beyond the specified power feed referred to in the Order Form may be provided by the Supplier subject to a separate Order.
- 3.5 Committed power will be set out in the Order Form and is charged per kilowatt (kW). The Supplier will measure the consumption of a Rack once a month, if this is found to be in excess of the committed power purchased, the Supplier reserves the right to charge for that excess at the prevailing rate for the monthly billing period in which the measure was taken. Any such charges will be rounded up to the nearest 0.1kW.
- 3.6 Licensed Space may be provisioned throughout the agreed Colocation Facility. Except where the location of the Licensed Space is agreed within the Order Form, both initial and additional Licensed Space may be provided as non-contiguous space.
- 3.7 For the Licensed Space the Supplier will provide the Customer with the following:
- 3.7.1 Rack space as a dedicated space with lockable door or allocation within a shared Rack.
  - 3.7.2 Power Supply - Operational and redundant electrical power supplies via UPS system as described in the relevant specification document for the Colocation Facility.
  - 3.7.3 Climate – Temperature and humidity will be maintained in accordance with recommended levels according to the latest version of ASHRAE Environmental Guidelines for Datacom Equipment Class 1. This temperature range is only applicable where the outside temperature is no higher than 35°C and no lower than -6°C. For the avoidance of doubt, if the outside temperature exceeds 35°C or is lower than -6°C, the Supplier will not be liable to give Fee Credits or for any Loss caused by a failure of cooling.
  - 3.7.4 Remote Hands - Support from the Supplier's on-site engineers who will act as the Customer's remote technical assistance.
    - 3.7.4.1 An "inclusive pool" of free Remote Hands time of thirty (30) minutes for the first contracted Rack, fifteen (15) minutes per Rack thereafter, up to a maximum of five (5) hours in a calendar month per Customer is included in the Charges, noting that:
    - 3.7.4.2 A Customer's "inclusive pool" of time is calculated on the total quantity of billed Racks across all Contracts at the end of the calendar month. This calculation excludes any Licensed Space less than a Quarter Rack or provided by the Supplier in third-party Colocation Facilities
    - 3.7.4.3 The "inclusive pool" of time can be used on any Licensed Space, including Licensed Space per 1U (rack unit) in a shared Rack, but cannot be used on Racks provided by the Supplier in third-party Colocation Facilities.
    - 3.7.4.4 "Inclusive pool" time may only be used in the calendar month in which it is calculated.
    - 3.7.4.5 The minimum and incremental charging increments per Remote Hands request is thirty (30) minutes per engineer. If a request requires the effort of more than one Supplier engineer, the minimum and incremental charge will equal thirty minutes per engineer engaged.
    - 3.7.4.6 The total available Remote Hands time in a calendar month will be equal to any contracted time plus the calculated "inclusive pool" time.
    - 3.7.4.7 Time used beyond the contracted and "inclusive pool" Remote Hands time will be charged at the Supplier's standard rates for Remote Hands.
    - 3.7.4.8 Customers will receive notice of the actual time spent delivering the Service when the relevant service ticket is resolved.
    - 3.7.4.9 The Supplier can decline to provide this Service if the condition of any Racks or cages, or any of the cabling, wiring or equipment therein, are deemed to represent a health & safety risk to Supplier's staff.

- 3.7.4.10 The Supplier will schedule Remote Hands requests in advance and in agreement with the Customer. Where a Customer request is urgent, the Supplier will schedule the work as soon as reasonably possible.
- 3.7.4.11 Remote Hands work requests must be raised by the Customer via a service ticket, which must clearly state what work is to be done, to which equipment, as well as the time frame for the work and the process to be followed. Normal activities that can be requested as part of the Remote Hands allocation are as described in the "Service Description - Colocation" document.
- 3.7.5 The Supplier assumes no responsibility for the outcome of following Customer instructions.
- 3.8 The Supplier will receive and dispatch parcels at the Colocation Facility on the Customer's behalf, noting that:
  - 3.8.1 Such deliveries or collections must be booked with the Supplier in advance with at least 24 hours' notice.
  - 3.8.2 The Supplier does not provide packaging, but preparation for collection will be charged under Remote Hands.
  - 3.8.3 The Supplier will store parcels after delivery or prior to collection for up to 72 hours after which additional storage will be charged at the Supplier's discretion.
  - 3.8.4 The Supplier accepts no liability whatsoever for damage to or missing Customer parcels and equipment prior to installation in the Licensed Space.
- 3.9 The Supplier will use reasonable endeavours to provide the Customer with an appropriate physical environment for the Customer Equipment including air conditioning and humidity control.
- 3.10 The Supplier will use reasonable endeavours to provide the Customer with a 24x7x365 secure environment with perimeter monitoring, CCTV, proximity card access control system, fire suppression system (technical details and choice of fire suppression materials will vary according to the Customer choice of Colocation Facility).
- 3.11 Without prejudice to paragraph 3, the Customer acknowledges and agrees that whilst the Customer will have the exclusive right, as applicable to the Services they are receiving, to locate the Customer Equipment in the Licensed Space in the Colocation Facility for so long as the Contract is in force, the Supplier is entitled to use all other parts of the Colocation Facility as it sees fit, and in particular to install or permit the installation there of equipment which is owned or used by the Supplier or by any third party, provided always that this does not adversely affect the Customer's use of or ability to access the Customer Equipment.
- 3.12 The Supplier shall allow representatives of the Customer access to the Colocation Facility on receipt of an access request, in accordance with the Supplier's Acceptable Use Policy and as defined in this paragraph 3.12.
  - 3.12.1 The Customer must specify those individuals who are allowed access to the Customer Equipment ("Approved Visitors") and those individuals who are authorised to approve access requests. The Customer must ensure that this information is kept up to date.
  - 3.12.2 The Supplier reserves the right to refuse access to any Customer representative who has not been specified as an Approved Visitor or who does not have an access request approved by an authorised person.
  - 3.12.3 Except as otherwise restricted in this paragraph 3.12, Approved Visitors will be granted unescorted access to the Licensed Space at any time on receipt of an access request.
  - 3.12.4 Customers who have purchased Licensed Space per 1U (rack unit) in a shared Rack will always be accompanied by a member of the Supplier's staff, which should be raised by the Customer as a Remote Hands request and will be charged at the Supplier's standard hourly rate.
  - 3.12.5 Customer representatives who are not designated as Approved Visitors ("Unapproved Visitors") will be granted access to the Licensed Space on receipt of an access request. This access is granted subject to the following conditions:
    - 3.12.5.1 Unapproved Visitors will be accompanied by a member of the Supplier's staff at all times, which will be charged as Remote hands at the Supplier's standard hourly rate.
  - 3.12.6 The Supplier may refuse access to the Colocation Facility in the event of emergency or if it has given the Customer prior notice that such access is denied.

#### **4 The Customer warrants, represents and undertakes that it will:**

- 4.1 Abide by the Supplier's Acceptable Use Policy, security and access policies and procedures at all times.
- 4.2 Not use any part of the Colocation Facility for any purpose other than for the location of the Customer Equipment.
- 4.3 Work with the Supplier to ensure that adequate ventilation space is provided within the Licensed Space for dissipation of heat generated by the Customer Equipment in accordance with good industry practice.
- 4.4 Keep the Licensed Space, including all Racks and Cages therein and all fixtures and fittings therein in good condition and on expiry or termination of the Contract return it to the Supplier in its original condition, fair wear and tear excepted.
- 4.5 Ensure that the operation or condition of the Customer Equipment will comply with any reasonable written requirements of the Supplier from time to time so that the Customer Equipment does not adversely affect any other equipment located at the Colocation Facility or the use of the Colocation Facility by the Supplier or any third party.
- 4.6 Ensure that any Customer Equipment which is configured with dual power supplies is independently connected to the A and B dual power feeds, (where dual power feeds have been presented to the Customer as set out on the Order Form).
- 4.7 Follow the Supplier's requirements for the placing of Customer Equipment within Racks such that it maintains the integrity of designated "cold" and "hot" aisles within the Colocation Facility.
- 4.8 Not do anything that may:
  - 4.8.1 compromise the security of the Colocation Facility;
  - 4.8.2 be dangerous or cause any nuisance, inconvenience or other disturbance to others (including other customers of the Supplier) at the Colocation Facility;
  - 4.8.3 place the Supplier in breach of any covenants relating to the Colocation Facility or insurance clauses as notified to it by the Supplier from time to time;
  - 4.8.4 affect the service availability or performance of the Supplier's Services (or services to other customers of the Supplier) by installing or configuring any equipment or service;
- 4.9 Ensure that all Customer Equipment is clearly labelled to allow unambiguous Remote Hands instructions to be followed.
- 4.10 At all times during the term of the Contract have all rights and consents necessary to allow it to locate the Customer Equipment in the Licensed Space.
- 4.11 Ensure that all Customer Equipment is insured by the Customer at the appropriate level and by a reputable insurance company.

#### **5 Notification and logging of failures**

- 5.1 The Supplier will notify the Customer as soon as reasonably practicable (using either the 24 hour telephone number provided by the Customer on the Supplier's security access procedure form or the online portal ticket system) in the event that any of the following events have occurred and have affected the Colocation Services:
  - 5.1.1 any Event of Force Majeure including (but not limited to) explosions, fire, flood, force of nature or DDoS attack;
  - 5.1.2 theft or burglary;
  - 5.1.3 power failure;
  - 5.1.4 cooling failure.
- 5.2 Any faults detected by the Supplier and notified to the Customer will be logged by the Supplier and will receive a "ticket" number.

- 5.3 Any faults or problems detected by the Customer must be reported immediately by the Customer (and in any event within 24 hours of detection by the Customer) to the Supplier's Network Operations Centre ("NOC") using the online portal ticket system or (in the event that it is not working) using a telephone number provided to the Customer. The fault or problem will then be logged by the NOC, and the Customer will receive a ticket number.

## 6 Service Levels

- 6.1 The Supplier will use its reasonable endeavours to deliver the following Response Times in respect of incidents as set out in the table below.

Event Priority	Definition	Service Hours	Response Time
<b>P1</b>	<ul style="list-style-type: none"> <li>Total loss of production service; or</li> <li>A significant revenue, operational, or safety impact on the entire company; or</li> <li>Service degraded, affecting the entire company</li> </ul>	24/7/365	Within 15 minutes
<b>P2</b>	<ul style="list-style-type: none"> <li>Partial loss of service affecting the company; or</li> <li>Service degraded, affecting multiple departments or a single site; or</li> <li>There is the potential of significant revenue, operational, or safety impact to the company if not resolved quickly</li> </ul>	24/7/365	Within 30 minutes
<b>P3</b>	<ul style="list-style-type: none"> <li>Service degraded, affecting non-production services; or</li> <li>Loss of service affecting a single user</li> </ul>	Business Hours	Within 1 Hour
<b>P4</b>	<ul style="list-style-type: none"> <li>Degraded service affecting a single user</li> </ul>	Business Hours	Within 2 Hours
<b>P5</b>	<ul style="list-style-type: none"> <li>Request for information</li> </ul>	Business Hours	Within 4 Hours

- 6.2 The Supplier will use its reasonable endeavours to deliver the following Service Levels in respect of the Services as set out in the table below.

Measure	Description	Value	Fee Credits
<b>Service Hours</b>	The hours during which the service and SLA is provided	24/7/365	
<b>Target Availability — Single Power Feed</b>	% of the service hours during which service availability is guaranteed (excluding planned maintenance)	99.99%	Pro rata proportion of the Monthly Charges for any Non-Availability Period
<b>Target Availability — Dual Power Feed</b>	% of the service hours during which service availability is guaranteed	100%	Pro rata proportion of the Monthly Charges for any Non-Availability Period

## 7 Fee Credits

- 7.1 Any Fee Credits which fall due to paragraph 6.2 above are payable subject to and in accordance with the terms contained in the Conditions.
- 7.1.1 A pro rata proportion shall be calculated according to the number of complete minutes in the relevant calendar month and the number of complete minutes of Non-Availability in that calendar month.
- 7.1.2 "Monthly Charge" means the recurring Charges for the relevant Services for the relevant calendar month, net of VAT.
- 7.1.3 "Non-Availability" means a period of time during which the relevant Service is unavailable in breach of the Availability Service Levels set out in paragraph 6.2 above.
- 7.1.4 "Availability" means the percentage of the Service hours during which Service availability is guaranteed, not including Planned Maintenance.
- 7.1.5 "Availability" refers to Availability of the Colocation Service infrastructure only; loss of Service due to failure of any part of the Customer Equipment is specifically excluded.