

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.

1 Colocation Services – Service Scope and Description

- 1.1 Pulsant Colocation Services provides the Customer with dedicated or shared rack space (Licensed Space) to host Customer Equipment within a Colocation Facility.
- 1.2 The scope of the Services being provided by the Supplier is detailed in the Service Description - Colocation Document which also contains recommended specific considerations under the section “Service Dependencies and/or Related Services”. The Customer confirms that it has considered and accepts full responsibility for all scenarios relating to any failure conditions and functionality of each related or dependent service where those services are not provided by the Supplier.
- 1.3 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 AUP, security and access policies and procedures
- 1.4 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, clause 5 of the Conditions or as subsequently agreed between the parties from time to time.
- 1.5 Where diagnostic services are required to identify any issue or potential issue, the Supplier will only provide end to end diagnostics if the connectivity, hardware and software is entirely managed by the Supplier. If any elements are shown not to be managed by the Supplier, then any end to end diagnostic services will be stopped.

2 The Supplier's obligations in respect of the Licensed Space

- 2.1 The Supplier grants to the Customer the right for so long as the Contract remains in force to:
 - 2.1.1 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 calculated at its standard hourly rates as set out in the Order Form or as communicated by the Supplier to the Customer from time to time;
 - 2.1.2 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, the operating environment within which the Customer Equipment must function and the minimum standards of repair and maintenance that the Customer Equipment must be kept in, and subject to the following:
 - 2.1.2.1 if the Customer has Licensed Space of one (1) or more Full Racks, Half Rack or Quarter Rack systems, unrestricted, unescorted access is provided on a 24x7x365 basis; and
 - 2.1.2.2 if Licensed Space is provided in Units, then only escorted access is available during Business Hours.
- 2.2 The Customer may have, during Business Hours, up to two (2) hours escorted access in any given thirty (30) day period free of supervision Charges. Escorted access outside these hours, or in excess of two (2) hours escorted access, will be charged by the Supplier as additional Remote Hands time at the applicable rate, as set out in the Order Form or as communicated by the Supplier to the Customer from time to time.
- 2.3 Where the Supplier is to connect the Customer Equipment to external networks e.g. the internet, the Supplier will utilise one (1) Unit of any Licensed Space (for Racks, Half Rack or Quarter Rack Customers) for the provision of a single Cat5e patch panel. Internal cabinet space (in the vertical axis) will also be used for provision of power bars.
- 2.4 Licensed Space taken on a Floor Space basis does not include power, which will be provided by the Supplier on the basis set out in the Order Form or on terms otherwise agreed by the parties in writing.

- 2.5 Power will be delivered to the racks as specified by the Order Form. Where dual fed the Customer Equipment cannot exceed the rating specified on the Order Form. I.E. where a Rack is provisioned with a dual 16 Amp feed the maximum power available to the Rack is 16 Amps. Additional power required beyond the power allowance referred to in the Order Form may be provided by the Supplier subject to separate quotation and written agreement by the parties.
- 2.6 For Licensed Space taken on a per-Unit basis, Customer Equipment may only be fitted to the front mounting rails of the relevant rack system provided, and power is provided on the basis that the Customer Equipment power supplies are rated to no more than 400W per Unit of space taken.
- 2.7 For Licensed Space taken in Quarter, Half and Full Racks, the Supplier cannot take responsibility for the safety and stability of power and networking cables where the Customer chooses to have the Customer Equipment fitted to the rear mounting rails of any rack system provided.
- 2.8 For the Licensed Space the Supplier will provide the Customer with the following:
- 2.8.1 Power Supply - Operational and redundant electrical power supplies via UPS system as appropriate to the internationally accepted data centre tier standard applicable to the Co-Location Facility.
- 2.8.2 Climate - A designated "up-flow in to a cold aisle" air conditioning system capable of cooling the designated heat source, with
- 2.8.2.1 An average temperature of 23°C on the data floor. The temperature may fluctuate by +/- 2°C. 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 at the time the maximum outside temperature exceeds 35°C or the minimum outside temperature is lower than -6°C, the Supplier will not be liable to give Fee Credits.
- 2.8.3 Intelligent Hands - Provision of support from the Supplier on-site engineers who will act as the Customer's supervised hands. 15 minutes per customer of free Intelligent Hands per 24 hour period is included in the Charges. Additional time is included as specified on the Order Form or chargeable at £50 per half hour or part thereof. Note that the Supplier can withdraw without notice 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.
- 2.9 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.
- 2.10 The Supplier will use reasonable endeavours to provide the Customer with a 24x7x365 secure environment with a fully manned site, perimeter vibration sensors, 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 datacentre).
- 2.11 Unless otherwise agreed the Supplier will use reasonable endeavours to deliver these Colocation Services within five(5) Business Days of receipt of a signed copy of the Contract and payment of the relevant pro-forma invoices in accordance with Clause 5 of the Conditions.
- 2.12 Without prejudice to Clause 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 and / or to use the CPE in the Colocation Facility and / or to use the Connection 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.
- 2.13 The Supplier shall allow representatives of the Customer access to the Colocation Facility at any time in accordance with the AUP save that the Supplier may refuse access to the data centre in the case of Colocation Services in the event of emergency or if it has given the Customer prior notice that such access is denied.
- 3 The Customer warrants, represents and undertakes that it will:**
- 3.1 abide by the AUP at all times;
- 3.2 not use any part of the Colocation Facilities for any purpose other than for the location of the Equipment;

- 3.3 will 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.
- 3.4 keep the Rack(s) and/or the Cage 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;
- 3.5 not exceed the specified maximum limit of electrical power usage to each Rack as specified in the Order Form nor allow or do anything which would cause an interruption in power at the Colocation Facility or to the Services;
- 3.6 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;
- 3.7 ensure that the operation of the Dedicated Server and Network Equipment will comply with any reasonable written requirements of the Supplier so that same do not adversely affect any other equipment located at the Colocation Facility or the use of the Colocation Facility, and the Supplier Network by the Supplier or any third party;
- 3.8 not do anything that may:
- 3.8.1 compromise the security of the Colocation Facility;
- 3.8.2 be dangerous or cause any nuisance, inconvenience or other disturbance to others (including other Customers of the Supplier) at the Colocation Facility;
- 3.8.3 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; or
- 3.8.4 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;
- 3.8.5 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 Notification and logging of failures

- 4.1 The Pulsant Building Management Systems ("BMS") detect any problems or faults in any of the Colocation Services (except for cabling).
- 4.2 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:
- 4.2.1 any Event of Force Majeure including (but not limited to) explosions, fire, flood or DDoS attack;
- 4.2.2 theft or burglary;
- 4.2.3 power failure;
- 4.2.4 cooling failure.
- 4.3 Any faults detected by BMS and notified to the Customer will be logged by the Supplier and will receive a "ticket" number.
- 4.4 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.

5 Service Levels

- 5.1 The supplier will use its reasonable endeavours to deliver the following Response Times and Fix Times respectively in respect of Events as classified in the tables below.
- 5.2 INCIDENT RESPONSE TIMES

Event Type	Service Hours	Response Time
Critical	24/7/365 (Issue must be notified by telephone)	Within 15 minutes
Impacting Service	24/7/365 (Issue must be notified by telephone)	Within 30 minutes
Routine	Business Hours	Within 30 minutes measured during Business Hours

5.3 Service Availability

	Service Hours	Target Availability	Fee Credits
Target Availability	24/7/365 (Issue must be notified by telephone)	With single power feed: 99.99% With dual power feed: 100%	Pro rata proportion of the Monthly Charges for any Non-Availability Period

5.4 The above targets relate to the availability of the Services, measured on a calendar monthly basis. They are subject to paragraph 7 below and to clause 3.7 of the Conditions.

5.5 In the table above:

5.5.1 "Monthly Charge" means the recurring Charges for the relevant Services for the relevant calendar month, net of VAT.

5.5.2 "Non-Availability" means a period of time during which the relevant Services (Power and Cooling) is unavailable in breach of the Target Availability Service Level set out in the table.

5.5.3 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.

6 Fee Credits

6.1 Any Fee Credits which fall due pursuant to paragraph 5 above are payable subject to and in accordance with Clause 5 of the Conditions.

7 Planned maintenance

7.1 Save in situation which is an Event of Force Majeure or in the case of an emergency, where the Supplier considers (in its sole discretion) that it is necessary to carry out maintenance activities that will affect or can reasonably be expected to affect the Customer's operations, the Supplier shall notify the Customer at least 48 hours in advance of the commencement of the works detailing the nature of the work to be carried out and the timetable for completion of the works. These works will be carried out in accordance with the Supplier's standard procedures which are available upon request by the Customer. In the case of an Event of Force Majeure or an emergency, no advance notice is required.

7.2 No Fee Credits will be due and payable during any such period of Planned Maintenance.