

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 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 in order to provide an additional level of security in a shared Colocation Facility.
- 1.2 **“Colocation Facility”** — A datacentre owned and 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 licenced for the Customer’s exclusive use, whether this be a private suite of racks or a portion of a shared rack.
- 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.

2 Colocation Services – Service Scope and Description

- 2.1 Pulsant Colocation Service provides the Customer with private or shared space (Licensed Space) to host Customer Equipment within the Supplier’s Colocation Facility.
- 2.2 The management scope of the Services being provided by the Supplier is illustrated 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.
- 2.3 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.
- 2.4 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.
- 2.5 Unless otherwise agreed the Supplier will use reasonable endeavours to deliver 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.
- 2.6 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.

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 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.
 - 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 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.
- 3.3 Where the Supplier is to connect the Customer Equipment to external networks, e.g. the Internet, the Supplier will utilise one (1) unit of the Licensed Space for the provision of a single Cat 5e patch panel. Internal cabinet space (in the vertical axis) will also be used for provision of power bars.
- 3.4 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.
- 3.5 Committed power will be set out in the Order Form and is charged per kilowatt hour (kWh) or Amp. In the event the Customer consumes over their committed power allowance they will be charged in arrears for that consumption at the then prevailing rate for excess power. Any such charges will be rounded up to the nearest kWh or half Amp.
- 3.6 The Supplier does not 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.
- 3.7 The Supplier will use reasonable endeavours to provide the Customer with contiguous Licenced Space.
 - 3.7.1 Should the Customer wish to add additional Licensed Space at a later date, the Supplier cannot guarantee that this will be contiguous with the Customer's existing Licensed Space.
 - 3.7.2 The Customer may, at a cost, reserve additional floor space within the Colocation Facility to allow for future contiguous expansion of their Licensed Space; any reserved space will be specified on the Order Form.
- 3.8 For the Licensed Space the Supplier will provide the Customer with the following:
 - 3.8.1 Rack space as a dedicated space with lockable door or allocation within a shared space.
 - 3.8.2 Power Supply - Operational and redundant electrical power supplies via UPS system as appropriate to the internationally accepted data centre tier standard applicable to the Colocation Facility.
 - 3.8.3 Climate - A designated "up-flow in to a cold aisle" air conditioning system capable of cooling the designated heat source, with 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.
 - 3.8.4 Remote Hands - Support from the Supplier's on-site engineers who will act as the Customer's remote technical assistance. 15 minutes per Rack of free Remote Hands per 24-hour period is included in the Charges, noting that:
 - 3.8.4.1 Unused Remote Hands time does not accrue.
 - 3.8.4.2 The free Remote Hands allowance cannot be transferred between Racks
 - 3.8.4.3 Additional time is chargeable at the Supplier's standard rates or as otherwise agreed and set out on the Order Form.

3.8.4.4 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.

3.9 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.

3.9.1 The Supplier assumes no responsibility for the outcome of following Customer instructions.

3.10 The Supplier will receive and dispatch parcels at the Colocation Facility on the Customer's behalf, noting that:

3.10.1 Such deliveries or collections must be booked with the Supplier in advance with at least 24 hours' notice.

3.10.2 The Supplier does not provide packaging.

3.10.3 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.

3.11 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.

3.12 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).

3.13 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 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.

3.14 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 Colocation Facility 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.

3.15 The Customer must specify those contacts who are allowed access to the Customer Equipment or who are authorised to approve access requests and must ensure that this information is kept up to date; the Supplier reserves the right to refuse access to any Customer representative who has not been explicitly specified by the Customer.

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 and Fix Times respectively in respect of Events as classified in the tables below.
- 6.2 INCIDENT RESPONSE TIMES

Event Type	Service Hours	Response Time
Critical	24/7/365	Within 15 minutes
Impacting Service	24/7/365	Within 30 minutes
Routine	Business Hours	Within 30 minutes measured during Business Hours

6.3 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

6.4 The above targets relate to the availability of the Services, measured on a calendar monthly basis. They are subject to paragraph 8 below and to clause 3.7 of the Conditions.

6.5 In the table above:

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

6.5.2 "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.

6.5.3 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.

7 Fee Credits

7.1 Any Fee Credits which fall due pursuant to paragraph 6 above are payable subject to and in accordance with Clause 5 of the Conditions.

8 Planned maintenance

8.1 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.

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