

Hosts-Un Limited - Supplementary terms for the supply of Cloud Services (Supplement C)

1. PROVISION OF SERVICES

- 1.1 The Services set out in this Supplement shall be supplied by Hosts-Un Limited to the Customer on the terms and conditions set out in Hosts-Un Limited's Master Terms and the terms and conditions of this Supplement. All definitions set out in the Master Terms shall, unless otherwise specified below, have the same meaning when used in this Supplement.
- 1.2 The Service Schedules C1, C2 and C3 attached to this Supplement each cover specific Cloud Services. The **'Cloud Services'** comprise any or all of the Cloud Storage Services, Hosted Application Services, Colocation Services, Office 365 Services and/or Azure Services as set out in the Order and described in the attached Service Schedules.
- 1.3 This Agreement will be deemed effective on the Commencement Date set out on the Order and shall run for the Minimum Term as set out in the Order and for successive Additional Terms thereafter until terminated by either party according to the provisions of clause 11 of the Master Terms and clause 1.5 of this Supplement. For the purposes of this Supplement, the **'Minimum Notice Period'** means the minimum number of days' notice required to terminate this Agreement, as set out on the Order.
- 1.4 For the avoidance of doubt, if any additional Order for Cloud Services is raised subsequent to the issuance of the initial Order, a new Minimum Term shall arise in respect of the services covered by the additional Order.
- 1.5 In addition to the provisions of clause 11 of the Master Terms, this Agreement may also be terminated:
- (a) By either party, by giving the other party not less than the Minimum Notice Period in writing to terminate the Agreement on the last day of the Minimum Term or any Additional Term;
 - (b) By the Customer, by giving thirty days' notice in writing to Hosts-Un Limited to terminate the Agreement if Hosts-Un Limited makes changes to the terms of this Agreement which are materially disadvantageous to the Customer (save for any increases in the Charges) PROVIDED THAT notice is given by the Customer to Hosts-Un Limited within fourteen days of the effective date of the change(s).
- 1.6 Invoices for professional services for implementation will be raised by Hosts-Un Limited immediately following the Commencement Date, invoices for fixed periodic charges shall be raised in advance of the relevant period and invoices for all variable charges during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 1.7 The Customer agrees that the Customer shall be liable for cancellation Charges, which shall be paid by way of liquidated damages in the event that:
- (a) The Customer terminates this Agreement at convenience prior to the end of the Minimum Term or any Additional Term other than in accordance with the Minimum Notice Period, or Hosts-Un Limited terminates this Agreement prior to the end of the Minimum Term or any Additional Term by reason of the Customer's un-remedied breach of the terms of this Agreement, whereupon the Customer shall be liable for the:
 - (i) Payment of all outstanding set up charges, including the repayment of any discount that may have been applied; and
 - (ii) Payment of all Charges for the relevant Cloud Services due up to the end of the Minimum Term or the then-current Additional Term, as appropriate; and
 - (iii) Payment of any cancellation Charges set out in the Tariff;
 - (b) The Customer terminates this Agreement at convenience prior to the Service Live Date, whereupon the Customer shall be liable for all set-up costs and cancellation costs incurred by Hosts-Un Limited up to the date that Hosts-Un Limited received notice of the Customer's intention to terminate.

SERVICE SCHEDULE C1

CLOUD STORAGE

This is a Service Schedule as defined in the Master Terms. Where the Services set out in this Service Schedule form part of the Services to be supplied under the Agreement, this Service Schedule forms part of the Agreement.

1. ADDITIONAL DEFINITIONS

In this Service Schedule, references to clauses are to clauses of the Master Terms, and references to paragraphs are to the paragraphs of this Service Schedule.

2. CLOUD STORAGE – SERVICE SCOPE AND DESCRIPTION

- 2.1 The Company provides cloud storage on a flexible capacity allocation basis. The capacity provided is as listed on the Order.
- 2.2 Cloud storage is provided to the Customer for so long as the Agreement remains in force.
- 2.3 Cloud storage services are subject to payment by the Customer of the Company's Charges for installation and support Services, where appropriate, calculated at its rates as set out in the Order or as subsequently agreed between the parties from time to time.
- 2.4 The scope of the Services being provided by the Company is detailed in the Hosts Unlimited Cloud Storage Service Description Document. The Customer confirms that it has considered and retains full responsibility for all scenarios relating to cloud storage conditions and functionality of each related or dependent service and that the Company has no responsibility for any failure of any of these related or dependent services.
- 2.5 The Company will not provide any backup of data that is stored as part of this service unless this is specifically purchased as an additional service by the Customer.

3. SECURITY

- 3.1 The Company will maintain a secure storage environment. Logically deleted data is protected as part of the environment's normal security. Data storage hardware that may be removed from the storage service such as following a hardware fault, will be wiped securely either by physical destruction of the device or by cryptographic deletion where appropriate.

4. SERVICE LEVELS

- 4.1 The Company will use its reasonable endeavours to adhere to the following Response Times in respect of incidents as set out in the table below.

| <u>Event Type</u> | <u>Service Hours</u> | <u>Response Time</u> |
|--------------------------|--|--|
| Critical | 24/7/365 (Issue must be notified by telephone) | Within 15 minutes |
| Service Affecting | 24/7/365 (Issue must be notified by telephone) | Within 30 minutes |
| Routine | Working Hours | Within 30 minutes, measured during Working Hours |

4.2 The Company will use its reasonable endeavours to adhere to the following service levels in respect of the Services as set out in the table below.

- (a) The below table defines the SLA for the Cloud storage service.
- (b) Where connected equipment is also managed by the Company, the SLAs for those services apply and include the Cloud storage components within those environments.
- (c) Consumption of Cloud storage services relies on connectivity to the services. This SLA defines the provision of storage only and does not include such connectivity.

| <u>Measure</u> | <u>Service Hours</u> | <u>Response Time</u> |
|----------------------|--|----------------------|
| Service Hours | The hours during which the service and SLA is provided | 24/7/365 |
| Availability | % of the service hours during which service availability is guaranteed (excluding planned maintenance in clause 6 below) | 99.99% |

5. SERVICE CREDITS

5.1 Any Service Credits which fall due pursuant to this paragraph 5 are payable subject to and in accordance with clause 13 of the Master Terms.

| | <u>Service Hours</u> | <u>Target Availability</u> | <u>Fee Credits</u> |
|----------------------|--|----------------------------|---|
| Cloud Storage | 24/7/365 (Issue must be notified by telephone) | 99.99% | Pro rata proposition of the Monthly Charges for any Non-Availability Period |

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.

“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 4.2 above.

6. PLANNED MAINTENANCE

6.1 Save in a situation which is a Force Majeure event or in the case of an emergency, where the Company 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 Company 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 Company’s standard procedures which are available upon request by the Customer. In the case of a Force Majeure event or an emergency, no advance notice is required.

6.2 During the period of Planned Maintenance, the SLAs will not apply.

SERVICE SCHEDULE C2

HOSTED APPLICATIONS

This is a Service Schedule as defined in the Master Terms. Where the Services set out in this Service Schedule form part of the Services to be supplied under the Agreement, this Service Schedule forms part of the Agreement. In this Service Schedule, references to clauses are to clauses of the Master Terms, and references to paragraphs are to the paragraphs of this Service Schedule.

1. ADDITIONAL DEFINITIONS

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

- 1.1 **"Hypervisor"** – the software and service layer provided by the Company to deliver one or more Virtual Machines on a single server hardware platform in order to deliver a secure virtual hosting platform, predominantly for the Hosted Applications;
- 1.2 **"Hosted Applications"** – the business-line applications to be delivered on a hosted basis which allows the Customer to access and use these applications remotely, whether securely via a VPN, or via a web or other Customer software tool. The Hosted Applications will be agreed in the Order and may consist of Microsoft Exchange, the Sharepoint and Dynamics families of application servers, Office Communication Server (OCS), or other third party applications;
- 1.3 **"Hosted Applications Services"** – the services of the Company which provide the technology layer to deliver the Hosted Applications to the Customer on Virtual Machines;
- 1.4 **"Virtual Data Centre (vDC)"** – the capacity of Ghz or vCPUs, RAM and storage allocated to the Customer which can be assigned to Virtual Machine(s);
- 1.5 **"Virtual Machine(s)"** – an operating system and the Hosted Applications or Customer- applications sitting on that system that reside on a Hypervisor, which allows for more than one virtual implementation of that system and application software to reside on the same hardware platform.

2. RIGHT TO USE HOSTED APPLICATIONS AND NETWORK EQUIPMENT

- 2.1 The Company grants to the Customer the right for so long as the Agreement remains in force to:
 - (a) use the Hosted Applications delivered using either Virtual Machine Services or a Hypervisor platform for the purposes of running services into their business. Customers, or other related parties, have remote administrator and user-level access in accordance with the terms of the Agreement and the Company security and access policies and procedures at the specified Colocation Facility, and for use of the operating environment and software upon which the Hypervisor platform at the Company, Dedicated Hosting Services, and / or any Network Equipment reside; and
 - (b) run the Hosted Applications subject to payment by the Customer of the Company's Charges for installation and support Services calculated at its rates as set out in the Order or as subsequently agreed with the Customer from time to time. In default of agreement, the Company may charge for these services at its then-prevailing rates; and
 - (c) provide hosting CPU, memory and disk resources on a dedicated basis or within the Hypervisor platform to the specification agreed in the Order.

- 2.2 Installation of the Hosted Applications, Virtual Machines and / or any Network Equipment shall be carried out by the Company at the charge rates set out in the Order. Following installation of the Hosted Applications, Virtual Machines and / or any Network Equipment the Company will connect the Hosted Applications, Virtual Machines and / or any Network Equipment to the internet, via the Company Network unless otherwise requested not to. For the avoidance of doubt, the Customer agrees that it is not permitted to make such connection.
- 2.3 The following provisions also apply to the Hosted Applications, Virtual Machine and / or any Network Equipment:
- (a) The Customer may have administrative access and privileges, and access to the Hypervisor or Virtual Machine and any hosted applications via FTP and Windows Remote Desktop (Terminal Services);
 - (b) The exact supported versions of the operating system, code libraries and individual software applications, along with the default configuration parameters will be specified and notified to the Customer from time to time. If the Customer requires alternative versions of the relevant operating system, applications or individual libraries, this may be installed and configured on a bespoke basis at the Company's prevailing rates from time to time or as agreed in the Order.
- 2.4 Other Customer applications may be run in the normal user space using high TCP/UDP port numbers, subject to agreement with the Company. The Company reserves the right to apply process limits to protect the stability of the Hosted Applications Services where appropriate.

3. THE COMPANY'S OBLIGATIONS IN RESPECT OF THE HOSTED APPLICATIONS AND/OR NETWORK EQUIPMENT

- 3.1 The Company will provide the Customer with the following:
- (a) the Hosted Applications, Virtual Machine and / or any Network Equipment, which will be maintained in good working order for so long as it is located in the specified Colocation Facility in accordance with the Agreement and good industry practice;
 - (b) connectivity from the Hosted Applications, Virtual Machine and / or any Network Equipment to the global internet, private VLANs in the Colocation Facility, or other relevant WAN connectivity as requested on the Order;
- 3.2 In the event of loss of an operable system or application as a result of hardware or other failure, the Company will resolve the issue and provide a new base operating system and application install, in the same manner as a newly provisioned Hosted Application. In the event of loss of an operable operating system not as a result of hardware failure (e.g. as a result of Customer mis-configuration), the Company will provide a new base operating system install on a bespoke basis subject to the payment of Charges at the Company's then- prevailing rates. Configuration, management and support of backup and/or replication services are included subject to the Customer electing to purchase such Services alongside the Hosted Applications. Initiation of restoration of data from backup will be performed within 60 minutes of Customer request or agreement (in the event of the Company detecting a fault) with restoration of service dependent on the volume of data. Replication will allow for failover from the primary to secondary platform within 60 minutes of Customer request or agreement (in the event of the Company detecting a fault) or sooner if an automated failover solution is selected, and data will be replicated according to the snapshot interval as agreed with the Customer at time of provisioning.
- 3.3 The Company will monitor the IP network interface to the Virtual Machine and / or Network Equipment if provided with suitable access through firewalls or other devices. The service levels as described will only be adhered to if suitable monitoring is possible. If the Customer firewalls the Company's monitoring tools, the Customer is explicitly relinquishing the rights to the relevant service levels.

- 3.4 The Company will use reasonable endeavours to provide the Customer with an appropriate physical environment for the Hosted Applications, Virtual Machine and / or any Network Equipment including air conditioning and humidity control.
- 3.5 The Company will use reasonable endeavours to provide the Customer with a 24x7x365 secure environment with a fully manned site and CCTV.
- 3.6 Following the Commencement Date, the Company will undertake the initial installation of the chosen operating system and Hosted Applications as specified on the Order and the following will be provided:
- (a) a reasonable number of changes to the user accounts on the Hosted Applications, Virtual Machine and / or any Network Equipment (e.g. VPN remote access users);
 - (b) the configuration and management of relevant backup of the relevant directory and file paths on installation.
- 3.7 The Company reserves the right to charge administrative fees for additional configuration requests that are unreasonable in volume or nature.
- 3.8 The Customer acknowledges that the Company will only be able to install and support the operating system, Hosted Applications and library code on the Company supported hardware platforms.
- 3.9 As part of the Hosted Applications Services, the following applies to configuration changes:
- (a) Once in service, the Company will make simple configuration changes to the operating system and supported services within 24 hours of receiving a written request from the Customer's nominated contact;
 - (b) Where a change request is determined to be a complex change, a formal change control document will be agreed with risks and a roll back plan and works scheduled at a mutually agreed time between the Customer and Company. Such requests will be actioned during normal Working Hours. Configuration changes may be made outside these hours, on request by the Customer and may be charged at the Company's prevailing rates as set out in the Order, or as communicated by the Company to the Customer from time to time.
 - (c) The Company reserves the right to charge administrative fees for additional configuration requests beyond the average volumes per month referenced in the Acceptable Use Policy, as published on the Hosts Unlimited website.
- 3.10 The Company will monitor the Virtual Machine's main resources continually: processor load, memory utilisation and disc usage using a suitable monitoring tool.
- 3.11 The Company will monitor relevant test applications on a 24x7x365 basis to ensure the Hosted Applications Services are operational. The Company will monitor service response speed and latency for web services only.
- 3.12 Should any Hosted Application fail testing specified in paragraphs 3.10 and 3.11, the Company will take immediate action to diagnose and rectify the fault. If the fault is caused by any other application than those specifically managed by the Company, the Customer's nominated technical contact will be contacted during Working Hours. Outside Working Hours, the Company will contact the Customer's nominated 24x7 contact, where such contact has been communicated to the Company.

- 3.13 Unless otherwise agreed by the Company in writing, the responsibility for applying hot fixes and patches shall rest solely with the Customer.
- 3.14 The Hosted Applications, Virtual Machine and / or any Network Equipment will have a default ACL (Access Control List) based firewall applied. If a more flexible ACL list and/or stateful inspection, deep packet, or other forms of firewalling are required, they will be indicated on the Order and delivered as a Hosted Applications Service by the Company.
- 3.15 Where the Customer has selected or is receiving Router/Firewall Services from the Company, all inbound and outbound traffic on the firewall will be completely blocked by default. Customers must specify rules on the Order for the service, including any inbound/outbound IP address/subnet and port that they require opening. Up to ten (10) rules are included in the Charges. Any additional rules are subject to additional charges as set out in the Order or otherwise at the Company's prevailing rates of charge. The Customer may request in writing up to three (3) changes to the configuration per month. This policy ensures that there is always a written record of the Customer requesting firewall rules opened. The hosted firewall includes setup of stateful inspection Firewalling, DoS/DDoS protection, malformed packet protection, flood attack detection and anti-probing (port and address scan detection).
- 3.16 Any additional support or configuration services not provided as part of the Agreement may be provided by the Company to the Customer at the prevailing charge rates set out in the Order, or as communicated by the Company to the Customer from time to time on request.

4. TECHNOLOGY LAYER

- 4.1 The technology layer is supported by the Company as part of the Hosted Applications Services, but any business logic, consultancy or setup of the Hosted Applications to suit the Customer's specific requirements is not part of the Hosted Applications Services and will be undertaken separately for an additional charge.

5. SERVICE LEVELS

- 5.1 The Company will use its reasonable endeavours to adhere to the following Response Times and Fix Times respectively in respect of Events as classified in the tables below.

5.2 Incident Response Times

| <u>Event Type</u> | <u>Service Hours</u> | <u>Response Time</u> |
|--------------------------|--|---|
| Critical | 24/7/365 (Issue must be notified by telephone) | Within 30 minutes |
| Impacting Service | 24/7/365 (Issue must be notified by telephone) | Within 30 minutes |
| Routine | Working Hours | Within 30 minutes measured during Working Hours |

5.3 Hardware Fix Times

| <u>Event Type</u> | <u>Service Hours</u> | <u>Fix Time</u> |
|-------------------|--|-----------------|
| Critical | 24/7/365 (Issue must be notified by telephone) | Within 4 hours |

| | | |
|--------------------------|--|-----------------|
| Impacting Service | 24/7/365 (Issue must be notified by telephone) | Within 8 hours |
| Routine | 24/7/365 | Within 24 hours |

6. SERVICE AVAILABILITY

| | <u>Service Hours</u> | <u>Target Availability</u> | <u>Fee Credits</u> |
|---|--|----------------------------|--|
| Target Availability for each Component of a Non-Resilient Solution | 24/7/365 (Issue must be notified by telephone) | 99.87% | Pro rata proportion of the Monthly Charges for any Non-Availability Period |
| Target Availability for each Component of a Resilient Solution | 24/7/365 (Issue must be notified by telephone) | 100% | 5% of the Monthly Charge for every complete 30 Minute Period during the relevant calendar month. |

6.1 The above targets relate to the availability of the relevant Component (as defined below), measured on a calendar monthly basis. They are subject to paragraph 8 below and to clause 13 of the Master Terms.

6.2 In the table above:

- (a) **“30 Minute Period”** means a Non-Availability period of 30 concurrent minutes.
- (b) **“Component”** means an item of Customer Equipment which constitutes a component of the Hosted Application Service, such as a Virtual Machine or firewall, which is identified as a Component in the Order and for which a separately identified Charge is payable.
- (c) **“Monthly Charge”** means the recurring Charges for the relevant Component for the relevant calendar month, net of VAT.
- (d) **“Non-Availability”** means a period of time during which the relevant Component is unavailable in breach of the Target Availability Service Level set out in the table.
- (e) Whether the Service selected by the Customer is **resilient** or **non-resilient** will be indicated on the Order.
- (f) 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. SERVICE CREDITS

7.1 Any Service Credits which fall due pursuant to paragraph 6 above are payable subject to and in accordance with clause 13 of the Master Terms.

8. PLANNED MAINTENANCE

- 8.1 Save in a situation which is a Force Majeure event or in the case of an emergency, where the Company 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 Company 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 Company's standard procedures which are available upon request by the Customer. In the case of a Force Majeure event or an emergency, no advance notice is required.

SERVICE SCHEDULE C3

COLOCATION SERVICES

This is a Service Schedule as defined in the Master Terms. Where the Services set out in this Service Schedule form part of the Services to be supplied under the Agreement, this Service Schedule forms part of the Agreement. In this Service Schedule, references to clauses are to clauses of the Master Terms, and references to paragraphs are to the paragraphs of this Service Schedule.

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 Company for the purpose of hosting Customer Equipment.
- 1.3 **“Customer Equipment”** — Any physical devices owned by the Customer and located within the Company’s Colocation Facility.
- 1.4 **“Licensed Space”** — The space within the Company’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.
- 1.6 **“Full Rack”, “Half Rack”, “Quarter Rack”** — Standardised portions of a Rack which may form the Customer’s Licensed Space.
- 1.7 **“Remote Activity”** — Any activity such as installation, maintenance and repair of Customer Equipment which the Company performs at the request of the Customer.

2. COLOCATION SERVICES – SERVICE SCOPE AND DESCRIPTION

- 2.1 Hosts-Un Limited Colocation Services provide the Customer with private or shared space (Licensed Space) to host Customer Equipment within the Company’s Colocation Facility.
- 2.2 The scope of the Services being provided by the Company is illustrated in the Company’s Colocation Service Description Document. 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 Company.
- 2.3 The Colocation Services are provided to the Customer for so long as the Agreement remains in force.
- 2.4 The Colocation Services are subject to payment by the Customer of the Company’s Charges for installation and support services, as set out in the Order or as subsequently agreed between the parties from time to time.

- 2.5 Unless otherwise agreed the Company will use reasonable endeavours to perform the Colocation Services within five (5) Working Days from the Commencement Date.
- 2.6 Where diagnostic services are required to identify any issue or potential issue, the Company will only provide end-to-end diagnostics if the connectivity, hardware and software is entirely managed by the Company. If any elements are shown not to be managed by the Company, then any end-to-end diagnostic services will be halted.

3. THE COMPANY'S OBLIGATIONS IN RESPECT OF THE LICENSED SPACE

- 3.1 The Company grants to the Customer the right for so long as the Agreement remains in force to locate the Customer Equipment in the Licensed Space, and for these purposes to have Customer Equipment installed by the Company, subject to payment by the Customer of the Company's charges for installation services calculated at its standard hourly rates as set out in the Order, or as communicated by the Company to the Customer from time to time.
- 3.2 Where the Company is to connect the Customer Equipment to external networks, the Company 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.
- 3.3 Power will be delivered to the racks as specified in the Order. The Customer Equipment may not exceed the rating specified on the Order. Additional power required beyond the specified power feed referred to in the Order may be provided by the Company subject to separate quotation and written agreement by the parties.
- 3.4 Committed power will be set out in the Order and is charged per kilowatt hour (kWh). The Company will measure the consumption of a rack once a month; if this is found to be in excess of the committed power purchased, the Company reserves the right to charge for that excess at the prevailing rate. Any such charges will be rounded up to the nearest 0.1kW.
- 3.5 The Company will use reasonable endeavours to provide the Customer with contiguous Licenced Space.
- (a) Should the Customer wish to add additional Licensed Space at a later date, the Company cannot guarantee that this will be contiguous with the Customer's existing Licensed Space;
 - (b) 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.
- 3.6 For the Licensed Space the Company will provide the Customer with the following:
- (a) Rack space as a dedicated space with lockable door or allocation within a shared space;
 - (b) 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;
 - (c) 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 Company will not be liable to give Service Credits;
 - (d) Remote Activity- Support from the Company's on-site engineers who will act as the Customer's remote technical assistance. 15 minutes per Rack of free Remote Activity per 24-hour period is included in the Charges, noting that:

- (i) Unused Remote Activity time does not accrue;
- (ii) The free Remote Activity allowance cannot be transferred between Racks;
- (iii) Additional time is chargeable at the Company's standard rates or as otherwise agreed and set out on the Order;
- (iv) The Company 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 the Company's staff.

3.7 Remote Activity work requests must be raised by the Customer via a service ticket, which must clearly state what work is to be done as well as the prospective time frame for the work and the process to be followed. Activities that can be requested as part of the Remote Activity allocation are as described in the Colocation Service Description Document.

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

- (a) Such deliveries or collections must be booked with the Company in advance with at least 24 hours' notice;
- (b) The Company does not provide packaging;
- (c) The Company will store parcels after delivery or prior to collection for up to 72 hours after which additional storage will be charged at the Company's discretion.

3.9 The Company 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 Company will use reasonable endeavours to provide the Customer with a 24x7x365 secure environment with perimeter monitoring, CCTV, a proximity card access control system and a fire suppression system.

3.11 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 Agreement is in force, the Company 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 Company 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.

4. CUSTOMER WARRANTIES

4.1 The Customer warrants, represents and undertakes to:

- (a) Abide by the Company's Acceptable Use Policy at all times;
- (b) Ensure that all Customer Equipment is clearly labelled to allow unambiguous Remote Activity instructions to be followed.
- (c) At all times during the term of the Agreement have all rights and consents necessary to allow it to locate the Customer Equipment in the Licensed Space.
- (d) 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 Company will notify the Customer as soon as reasonably practicable (using either the 24 hour telephone number provided by the Customer on the Company'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:

- (a) any Force Majeure event including (but not limited to) explosions, fire, flood, force of nature or DDoS attack;
- (b) theft or burglary;
- (c) power failure;
- (d) cooling failure.

5.2 Any faults detected by the Company and notified to the Customer will be logged by the Company 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 Company'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 Company 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

| <u>Event Type</u> | <u>Service Hours</u> | <u>Response Time</u> |
|--------------------------|----------------------|---|
| Critical | 24/7/365 | Within 15 minutes |
| Impacting Service | 24/7/365 | Within 30 minutes |
| Routine | Working Hours | Within 30 minutes measured during Working Hours |

6.3 Service Availability

| | <u>Service Hours</u> | <u>Target Availability</u> | <u>Fee Credits</u> |
|----------------------------|--|--|--|
| Target Availability | 24/7/365 (Issue must be notified by telephone) | With single power feed: 99.99% With dual power feed: 99.99% | 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 13 of the Master Terms.

6.5 In the table above:

- (a) **“Monthly Charge”** means the recurring Charges for the relevant Services for the relevant calendar month, net of VAT.
- (b) **“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.
- (c) 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. SERVICE CREDITS

7.1 Any Service Credits which fall due pursuant to paragraph 6 above are payable subject to and in accordance with clause 13 of the Master Terms.

8. PLANNED MAINTENANCE

8.1 Save in a situation which is a Force Majeure event or in the case of an emergency, where the Company 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 Company 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 Company’s standard procedures which are available upon request by the Customer. In the case of a Force Majeure event or an emergency, no advance notice is required.

8.2 No Service Credits will be due and payable during any such period of planned maintenance.

9. INTERNET BANDWIDTH/DATA TRANSIT

9.1 The Company provides internet bandwidth/data transit to Customers on a per GB, per month basis. Additional charges will apply to any usage which exceeds the 95th percentile for the Customer’s allocated bandwidth.

10. TERMINATION AND DATA RETENTION

10.1 Upon termination of the Agreement, Customer Data and backup data shall be retained by the Company for a period of 14 calendar days, after which said data shall be irrevocably and irretrievably deleted.