

# BT Compute Telehousing Schedule to the General Terms

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## A note on 'we' and 'you'

'We', 'us' and 'our' mean BT.

'You' and 'your' mean the Customer.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us' or 'we both' mean one or both Parties, whichever makes sense in the context of the sentence.

## Part A – The Service

### 1. Service Summary

We'll provide to you a Footprint in a Site in a controlled environment suitable for the installation of the Customer Equipment, comprised of:

- 1.1 all of the service standard components set out in paragraph 2 as set out in any applicable Order; and
  - 1.2 any of the service options set out in paragraph 3 that are selected by you as set out in any applicable Order,
- (the "Service").

### 2. Service Standard Components

We'll provide to you all of the following service standard components in accordance with the details set out in any applicable Order:

#### 2.1 Footprint

- 2.1.1 The Service will include a minimum of one Footprint. The number of Footprints to be supplied to you are set out in the Order.
- 2.1.2 Each Footprint will be on a raised floor unless otherwise indicated in the Order.
- 2.1.3 The maximum floor loading for each Footprint is 400kg ("**Maximum Floor Loading**"), unless otherwise indicated on the Order.

#### 2.2 Environment

- 2.2.1 Sites offer the following facilities:
  - (a) forced air cooling supplied to each Footprint;
  - (b) maintenance of an average room air temperature at 22 degrees Celsius within a tolerance of plus or minus three degrees Celsius; and
  - (c) cooling for a heat load of 0.733kW per square metre ("**Maximum Heat Output**"). This equates to 2kW of cooling for each Rack in Global Switch East. In Global Switch North the cooling for a heat load of 0.45kW per sq m equating to 1kW per rack.
- 2.2.2 Where the facilities that are available in a Site differ from the facilities described in paragraph 2.2.1, such variations will be set out in the Order.

#### 2.3 Fire Detection and Suppression

- 2.3.1 Each Site is equipped with:
  - (a) a high sensitivity smoke alarm system;
  - (b) monitoring and alarm equipment; and
  - (c) portable fire extinguishers.

#### 2.4 Site Security

- 2.4.1 Security Guards - security guards patrol the Site 24x7x365. The Site is monitored by closed circuit TV cameras with alarms interconnected to an on-site monitoring system.
- 2.4.2 Electronic Access Cards ("**EAC**")

2.4.3 For operational reasons Electronic Access Cards may be provided to you on the Service Start Date or when you visit the Site.

### 2.5 Procedures for Access to Sites with Security Guards

2.5.1 Upon arrival, Visitors will be checked in against the required logs and asked to provide identification in the form of a valid passport, UK photocard driving licence. Visitors will be checked against a list authorised by both of us before entry is permitted.

### 2.6 General Access

2.6.1 You must pre-book any access to the Site with a minimum 24 hours prior notice to us. Booking must be registered by telephoning or emailing the Service Centre, logging a visit request and obtaining a ticket/docket number.

## 3. Service Options

We'll provide to you any of the following options that are set out in any applicable Order and in accordance with the details set out in that Order:

### 3.1 Racks

3.1.1 We'll provide you with Racks for use on your Footprint(s). Racks provided by us are fitted with lockable front and rear doors and one key.

### 3.2 Power

3.2.1 We'll provide a Resilient Power Feed to the Racks or Footprints. You're responsible for connecting the Customer Equipment correctly to the Resilient Power Feed as set out in paragraph 8.2.13. The power rating at each Rack (per electrical feed) will be 230/240V AC.

3.2.2 Each 230/240V AC electrical feed is fused in the power distribution units at 16 amps. Where Racks are provided by us, the Resilient Power Feed will terminate on separate power strips within the Rack. Where Racks are provided by you, the Resilient Power Feed will be terminated in two separate commando sockets located under the raised floor. The maximum recommended power load must not exceed the figures set out in paragraph 3.2.4, or as indicated in the Order.

3.2.3 Electrical feeds to the Customer Equipment will be backed up by the use of a standby generator and uninterrupted power supplies.

3.2.4 The maximum gross power consumption should be no more than 2kW for each Footprint in Global Switch East and no more than 1kW for each Footprint in Global Switch North ("**Maximum Power Load**").

### 3.3 Remote Hands

3.3.1 This Service option is only available if you order a Rack to be supplied by us for use on the Footprint.

3.3.2 "**Remote Hands**" means assistance by us to carry out routine tasks on your behalf at the nominated Footprint in accordance with your instructions. Such tasks may include:

- (a) lamp status checking;
- (b) power recycling;
- (c) button pushing; and/or
- (d) removal/insertion of cords, cables and plugs.

("Remote Hands Tasks").

- 3.3.3 Where ordered and indicated in the Order, you may request us to perform Remote Hands Tasks for two hours per month or multiples thereof ("**Remote Hands Service Quota**"). Each request to perform any Remote Hands Tasks will be classified as taking 30 minutes and will be deducted from the Remote Hands Service Quota accordingly. Requests to perform Remote Hands Tasks in excess of the Remote Hands Service Quota will be subject to an additional Charge. Any unused portion of the Remote Hands Service Quota will not be carried forward to the next consecutive month.
- 3.3.4 We may, in our sole discretion, require you to confirm the details of a Remote Hands request in writing, email or fax.
- 3.4 **Media Handling**
- 3.4.1 We will insert and remove back-up compact discs and/or tapes provided by you at the relevant Rack in multiples of 10 tapes ("**Media Handling**"). The schedule of frequency of changes and location of tapes ("**Tape Change Schedule**") shall be provided by you and set out in the Order.
- 3.4.2 All Media Handling will be performed at the relevant Rack between the hours of 0900 and 1200 (midday) on the relevant Business Day.
- 3.4.3 Used compact discs and tapes will be stored in your Rack.
- 3.4.4 In an emergency and on your request to the Service Centre, we will recover your media, if available in the Rack, within four Business Hours of the request and carry out your reasonable instructions with regards to the insertion and storage of those compact discs and/or tapes. This shall be carried out at an additional Charge.
- 3.5 **Internal Cabling**
- 3.5.1 Subject to any technical constraints, where possible we will arrange for Internal Cabling at an additional Charge. The connection to the Customer Equipment at the Footprint and connection to the BT Network or any third party network is not part of the Service.
- 3.5.2 We may, in our sole discretion, make an additional Charge for any other necessary installation work for wiring within the Site where it is as a result of a request or requirement by you.
4. **Service Management Boundary**
- 4.1 We'll provide and manage the Service as set out in Parts B and C of this Schedule and as set out in the Order up to the Rack, which is located in the Footprint. We'll have no responsibility for the Service outside the Footprint ("**Service Management Boundary**").
5. **Associated Services and Third Parties**
- 5.1 If we provide to you any service(s) other than the Service, this Schedule will not apply to those service(s) and those service(s) will be governed by their separate terms and conditions.
6. **Specific Terms and Conditions**
- 6.1 **Termination for Convenience**
- For the purposes of clause 17.3 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Service or any Order by giving 90 days' Notice to the other.
- 6.1.1 The following clause replaces clause 18 of the General Terms:
- 18.1 Subject to clause 22, you may terminate the Contract, a Service or any Order, at any time after the Service Start Date without cause by giving 28 days' prior Notice to us.
- 18.2 Subject to clause 22, we may terminate the Contract, a Service or any Order at any time after the Service Start Date without cause by giving 28 days' prior Notice to you.
- 6.2 **Minimum Period of Service and Renewal Periods**

- 6.2.1 Unless one of us gives Notice to the other of an intention to terminate the Service at least 90 days' before the end of the Minimum Period of Service or a Renewal Period ("Notice of Non-Renewal"), at the end of the Minimum Period of Service or any subsequent Renewal Period, the Service will automatically extend for the Renewal Period, and both of us will continue to perform each of our obligations in accordance with the Contract.
- 6.2.2 In the event that one of us gives a Notice of Non-Renewal, we'll cease delivering the Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 6.2.3 We may propose changes to this Schedule by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").
- 6.2.4 Within 30 days of any Notice to Amend, you'll provide us Notice of your intention to:
- (a) agree to the changes we proposed, in which case those changes will apply from the beginning of the following Renewal Period;
  - (b) request revisions to the changes we proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
  - (c) give a Notice of Non-Renewal.
- If both of us haven't reached agreement in accordance with clause (b) by the end of the Minimum Period of Service or the Renewal Period, as applicable, the existing terms of this Schedule will apply from the beginning of the following Renewal Period unless either of us elects to give a Notice of Non-Renewal.

### 6.3 Use of Customer Space

- 6.3.1 You acknowledge and agree that nothing in this Schedule is intended to create any relationship of landlord and tenant between us and you will have no right of exclusive possession of nor prohibit or restrict entry to the Footprint by us. We will at all times retain control of, and all legal interest in the Footprint and you will not use the Footprint or the Site for any purpose other than stated in this Schedule.

### 6.4 Insurance

- 6.4.1 You shall effect and maintain insurance throughout the duration of this Service in respect of:
- (a) the Customer Equipment in an amount equivalent to its full replacement value; and
  - (b) public and product liability insurance for not less than £5,000,000 per incident.
- 6.4.2 You accept and acknowledges that the Customer Equipment is at your risk for the duration of the Service .
- 6.4.3 You shall provide to us on request a certificate of insurance to evidence that the insurances referred to in paragraph 6.4.1 are in full force and effect.
- 6.4.4 If you fail to provide satisfactory evidence of insurance, we shall be entitled to require you to amend your insurance or to purchase, at your expense, insurance to meet your obligations under this paragraph 6.4.

### 6.5 Limitation of Liability

- 6.5.1 You accept that we are under no obligation to edit, review or modify the Customer Information or Third Party Information and that we do not examine the use to which the Service is put. However, we may, in our sole discretion, suspend access to any Customer Information or Third Party Information following notice to you if we reasonably believe that there may be a breach of either this Contract, any Applicable Law or any third party right.
- 6.5.2 We exclude all liability of any kind in respect of Customer Information, Third Party Information, and any other material on the Internet which can be accessed using the Service. We are not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of the Service or on the Internet.
- 6.5.3 We are not liable to you for any loss, liability, claim, legal proceeding or damage which you suffer as a result of the failure to supply the Service because of an emergency, for reasons of health and safety or for operational maintenance or improvements or for any suspension of the Service by us in accordance with this Contract.
- 6.5.4 We are not liable to you either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including Internet Registration Authorities) or for faults or failures of their equipment.
- 6.5.5 We are not liable to you for any loss, liability, claim, legal proceeding or damage which you suffer as a result of your failure to correctly connect the Customer Equipment to the Resilient Power Feed as set out in paragraph 8.2.13.
- 6.5.6 We will not be liable for failure to supply or a delay in supplying the Service in the event of:
- (a) a refusal or delay by a third party to supply a communications service to us and where there is no alternative service available at reasonable cost; or
  - (b) we are prevented by restrictions of a legal or regulatory nature from supplying the Service.

If any of the events set out in this paragraph 6.5.6 continue for more than three months we may serve notice on you terminating the Contract.

- 6.6 You will indemnify us against all Claims, losses, damages, costs, expenses and liabilities (including arising from any breach of confidence or in connection with any infringement of intellectual property rights) arising from or in connection with:
- (a) any Customer Information, Third Party Information or other content or communication sent, provided or stored in connection with the Service;
  - (b) the installation, maintenance or use of any software or other material installed by or on behalf of the Customer;
  - (c) where applicable, any injury or damage to the Site or the BT Equipment used for the provision of the Service or other equipment belonging to BT or a third party which is located on the same Site.

### 6.7 Use of the Service

6.7.1 The Service is provided solely for your own use and you will not resell or attempt to resell the Service (or any part or facility of it) to any third party.

6.7.2 You're solely responsible for any obligation or liability arising out of transactions of any kind entered into between you and any third party accessing or acting in reliance on the Service, Customer Information, or Third Party Information. We will not be a party to, or in any way be responsible for, any transaction between you and any third party.

6.7.3 You're responsible for the acts and omissions of all employees in connection with the Service and are liable for any failure by any employee to perform or observe the terms and conditions of the Contract, including any instructions issued under paragraph 8.2.15.

6.7.4 You're responsible for the creation, maintenance and design of all Customer Information.

6.7.5 You must ensure that the Customer Information and any Third Party Information does not include any information or material, any part of which, or the accessing of which, or use of which would be a criminal offence or otherwise unlawful. In particular you're responsible for obtaining all necessary licenses and consents (including, but not limited to, those from owners of copyrights or performing rights).

6.7.6 You must comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer and which relate to the provision of Customer Information or Third Party Information.

6.7.7 The Service must not be used:

- (a) in any way that does not comply with the terms of any legislation or any licence applicable to you or that is in any way fraudulent or unlawful;
- (b) in any way that does not comply with instructions given by us under paragraph 8.2.15 or any other public telecommunications operator or other competent authority, in the country where the Service is provided;
- (c) to send, knowingly receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
- (d) in any way that causes annoyance, inconvenience or needless anxiety;
- (e) to send or provide unsolicited advertising or promotional material, or to knowingly receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party;
- (f) other than in accordance with the acceptable use policies of any connected networks and the Internet standards; or
- (g) otherwise in a way that causes us loss or damage.

6.7.8 If you use:

- (a) the Service in contravention of paragraph 6.7; or
- (b) the Service in any way which, in our opinion, is, or is likely to be, detrimental to the provision of the Service to you or any other customer and you fail to take corrective action within a reasonable period of receiving Notice from us;

we may suspend the Service with immediate effect. In the event that we suspend the Service, we will notify you as to why the Service has been suspended, and you will be required to rectify the problem within a reasonable period of such notification. Where you fail to rectify the problem within a reasonable period of notice to do so, we may terminate the Contract in accordance with Clause 19 of the General Terms.

### 6.8 Review of Charges

6.8.1 The following clause replaces clause 12 of the General Terms:

12.1 Subject to clause 12.2 below, we may, in our sole discretion, at the end of the Minimum Period of Service, revise the Charges on 28 days' written notice to you. In addition, we may, in our sole discretion, increase the Charges by four per cent per annum on the anniversary of the Service Start Date without Notice.

12.2 You acknowledge and agree that where our suppliers impose an increase in charges on us within the Minimum Period of Service, we may, in our sole discretion, revise the Charges on 28 days' written notice to you.

- 6.9 You acknowledge that the Internet is independent of the Service and use of the Internet is solely at your risk and subject to Applicable Law. We have no responsibility for any information, software, services or other materials you obtain by using the Internet.
- 6.10 If we are entitled to terminate this Contract under the provisions in clause 19.1 of the General Terms, we may, on giving prior notice where practicable, suspend the Service without prejudice to such rights. Where the Service is suspended under this paragraph 6.10 you must continue to pay the Charges for the Service until this Contract is terminated.
- 6.11 We may for operational reasons change the codes or numbers used by us for the provision of the Service or the technical specification of the Service, provided that any change to the technical specification does not materially degrade the performance of the Service.
- 6.12 You warrant that you have all necessary rights, title, consent and approvals to place the Customer Equipment at the Site and that the provision of the Service to the Customer Equipment by us will not infringe any third party rights, including without limitations any Intellectual Property Rights.

### 6.13 Notices

6.13.1 The following clause replaces clause 26 of the General Terms.

26.1 Except for Notices given under paragraphs 6.11 and 8.2.15 of the Schedule, any Notices required to be given under the Contract will be in writing, in English and delivered by hand, by prepaid first class post, by recorded delivery or by commercial courier to the following addresses:

26.1.1 to us at:

Data Centre Services

TKS/F18/01

109-117 Long Road

Cambridge

CB2 2HG

or to any alternative address which we notify to you.

26.2.1 to you at the address to which you ask us to send invoices, or if you are a limited company your registered office.



26.2 Each Party will promptly notify the other by giving Notice of any changes to its contact details.

26.3 Notices given under the Contract are deemed to have been duly received if:

26.3.2 delivered by hand or by courier, when left at the address and a delivery receipt is signed on behalf of the addressee; or

26.3.2 sent by prepaid post or recorded delivery, three Business Days after posting.

## Part B – Service Delivery and Management

### 7. Our Obligations

#### 7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, we:

- 7.1.1 will provide to you contact details for the helpdesk that you'll be able to contact 24 hours per day, 365 days a year to submit service requests, report Incidents, and where applicable log Remote Hands, Visitor access and Media Handling requests and ask questions about the Service ("**Service Centre**"); and
- 7.1.2 will provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start ("**Customer Committed Date**") and will use commercially reasonable endeavours to meet any Customer Committed Date.
- 7.1.3 where the Site is located within the EU and EFTA, dispatch any Purchased Equipment for delivery to the applicable Sites as set out in the Order;
- 7.1.4 where the Site is located outside the EU and EFTA, deliver any Purchased Equipment to the applicable port of entry in the destination country in accordance with paragraph 16.3.2. You'll act as the importer of record and we'll be the exporter of record; and
- 7.1.5 if agreed between both of us as set out in the Order, install any Purchased Equipment at the applicable Sites.

#### 7.2 Commissioning of the Service

Before the Service Start Date, we'll:

- 7.2.1 configure the Service;
- 7.2.2 install and connect the power supply to the Footprint or our supplied Rack (but not the Customer Equipment), (where power is ordered as indicated in the Order); and
- 7.2.3 after we've completed the activities in this paragraph 7.2, confirm to you the Service Start Date.

#### 7.3 During Operation

On and from the Service Start Date, we:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of the Contract if we detect or if you report an Incident;
- 7.3.2 will log a Remote Hands request and will use reasonable endeavours to respond within two hours during Business Hours and within four hours outside of Business Hours;
- 7.3.3 or the Site Owner may carry out Planned Maintenance from time to time and will endeavour to inform you at least 72 hours before any Planned Maintenance within the data centre, however you agree that we may inform you with less notice than normal where emergency Planned Maintenance is required;
- 7.3.4 may allocate to you password(s) and EACs to be used in connection with the Service, but the EACs will remain our property at all times;
- 7.3.5 may, in the event of a security breach affecting the Service, or at our sole discretion, require you to change any or all of your passwords or security checkwords. We don't guarantee the security of the Service against unauthorised or unlawful access or use; and
- 7.3.6 may, in our sole discretion, suspend a User ID, password or withdraw access from an EAC (whatever the case may be) where we reasonably believe that password or EAC security has not been maintained, or on expiry or termination of the Service. We will notify you as soon as possible after we have suspended a password or withdrawn access from an EAC.

### 8. Your Obligations

#### 8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service by us, you'll:

- 8.1.1 provide us with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("**Customer Contact**"), but we may also accept instructions from a person who we reasonably believe is acting with your authority. You will notify us of any changes to the Customer Contact details in writing as soon as practicable;
- 8.1.2 ensure that the Customer Contact will be available during the period of implementation of the Service and during Business Hours. You acknowledge that if the Customer Contact is not available at all such times, we may not be able to meet the applicable response and restoration times (including any referred to in Part C of the Schedule);
- 8.1.3 provide us with any information reasonably required without undue delay;
- 8.1.4 provide us with access to Customer Site(s) during Business Hours, or as otherwise agreed, to enable us to set up, deliver and manage the Service;
- 8.1.5 complete any preparation activities that we may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 8.1.6 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:
  - (a) inform your employees and Users that as part of the Service being delivered by us, we may monitor and report to you the use of any targeted applications by your employees and/or Users; and
  - (b) ensure that your employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that we'll not be liable for any failure by you to comply with this instruction and indemnify us from and against any Claims or action brought by your employees or Users against us arising out of the delivery of Services by us.
- 8.1.7 where Purchased Equipment is delivered to a Site that is not located within the EU or EFTA, clear the Purchased Equipment through the applicable customs authority in the destination country and will be liable for any import tax, duty and/or excise duty incurred;
- 8.1.8 provide us with the name and contact details of at least one individual who will be responsible for receiving the Purchased Equipment at the Site;
- 8.1.9 until ownership in any Purchased Equipment transfers to you in accordance with paragraph 16.3:
  - (a) keep the Purchased Equipment safe and without risk to health;
  - (b) only use the Purchased Equipment, or allow it to be used, in accordance with any instructions we may give and for the purpose for which it is designed;
  - (c) not move the Purchased Equipment or any part of it from the Site;
  - (d) not make any alterations or attachments to the Purchased Equipment without our prior written consent. If we give our consent, any alterations or attachments will become part of the Purchased Equipment;
  - (e) not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
  - (f) not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of us for the repair of the Purchased Equipment or otherwise;
  - (g) not claim to be owner of the Purchased Equipment and ensure that the owner of the Site will not claim ownership of the Purchased Equipment, even if the Purchased Equipment is fixed to the Site;

- (h) obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;
- (i) indemnify us against all claims and proceedings arising from your use of the Purchased Equipment or if the Purchased Equipment is damaged, stolen or lost. You'll keep us informed of anything which may affect our rights, or involve us in any proceedings, loss or liability;
- (j) ensure that the Purchased Equipment appears in our name in your accounting books; and
- (k) if there is a threatened seizure of the Purchased Equipment, or anything listed in clause 18.3 of the General Terms applies to you, immediately notify us and we may take action to repossess the Purchased Equipment. You'll also notify interested third parties that we own the Purchased Equipment.

### 8.2 Service Operation

On and from the Service Start Date, you'll:

- 8.2.1 ensure that Users report Incidents and Remote Hands requests to the Customer Contact and not to the Service Centre;
- 8.2.2 ensure that the Customer Contact will take Incident reports and Remote Hands requests from Users and pass these to the Service Centre using the Service Centre telephone number and quoting the relevant passwords, be responsible for any issues relating to the Service, including providing us assistance and information during implementation of the Service and be available for all subsequent Incident management communications;
- 8.2.3 be responsible for providing all suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service, other than as specifically specified as our responsibility in the Order;
- 8.2.4 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service in accordance with paragraph 14.9;
- 8.2.5 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
  - (a) connected using the applicable BT Network or third party termination point, unless you have our permission to connect by another means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment; and
  - (b) adequately protected against viruses and other beaches of security;
  - (c) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of our supplier's or subcontractor's network or equipment; and
  - (d) approved and used in accordance with relevant instructions and Applicable Law;
- 8.2.6 immediately disconnect any Customer Equipment, or advise us to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.2.7 ensure that the network terminating point is delivered to your Rack on the data centre floor;
- 8.2.8 distribute, manage and maintain access profiles, passwords, User IDs (if applicable), security checkwords, EACs allocated by us and other systems administration information relating to the control of Users' access to the Service;
- 8.2.9 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;

8.2.10 ensure the security and proper use of all valid User access profiles, passwords, User IDs, security checkwords and EACs (including changing such passwords and security checkwords on a regular basis) and other systems administration information used in connection with the Service and:

- (a) inform us immediately if a User ID, security checkword or password allocated by us has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way or if an EAC has been lost, stolen or misplaced. You will pay all our reasonable expenses in providing a replacement EAC as notified to you;
- (b) take all reasonable steps to prevent unauthorised access to the Service;
- (c) not change or attempt to change a User ID;
- (d) satisfy our security checks if a password or security checkword is lost or forgotten or if you wish to change a password or User ID allocated by us;
- (e) take all necessary steps to ensure that passwords are kept confidential ;
- (f) take all necessary steps to ensure that EACs are not provided to unauthorised people;
- (g) take all necessary steps to ensure that the Customer will not keep the address of the Site with the EACs;
- (h) if you are provided with a PIN number with the EACs, be responsible for maintaining the security of that PIN number and not keep the PIN number with the EAC.;

8.2.11 if we request you to do so in order to ensure the security or integrity of the Service, change any or all security checkwords or passwords allocated by us and/or other systems administration information used in connection with the Service;

8.2.12 acknowledge and agree that we may, in our sole discretion, treat a failure to comply with paragraphs 8.2.10 and 8.2.11 as a material breach in accordance with clause 19.1.1 of the General Terms;

8.2.13 where we have provided a Resilient Power Feed to the Footprint or Rack, be responsible for connecting Customer Equipment correctly to the Resilient Power Feed, which means that the Customer Equipment must be connected to both power feeds comprising the Resilient Power Feed. We are not responsible for any loss of power on Customer Equipment that is not correctly connected to the Resilient Power Feed;

8.2.14 as soon as reasonably practicable, inform us of any changes to the information that you supplied when ordering the Service; and

8.2.15 comply with any instructions we notify to you which we believe are necessary for reasons of health, safety or the quality of any telecommunications service provided by us to you or any other customer. If you fail to follow such instructions within a reasonable time of such notification, we may treat such failure in accordance with clause 19.1.1 of the General Terms.

### 8.3 Access and Visitors

8.3.1 You will provide us with a list of all Visitors who will be entitled to enter the Site with appropriate proof of identity in accordance with this Schedule. You will promptly inform us of any changes to the list of Visitors.

8.3.2 You will procure that Visitors to the Site:

- (a) are suitably competent to carry out the necessary tasks;
- (b) will follow our instructions within the Site including all Site Regulations;
- (c) will not cause any change to or interfere with the Site or the equipment of any of our third party customers; and
- (d) will do nothing to cause the Site to be in anything other than a clean and tidy condition.

8.3.3 We and the Site Owner may, in our sole discretion, refuse access to the Site or remove from the Site any Visitor whose admission or presence is or would be, in the reasonable opinion of either us or the Site Owner, detrimental to the security of the Site or in respect of whom you have failed to request a right of access from us. In addition:

- (a) neither we nor the Site Owner will be responsible for the consequences of any such refusal or failure or delay by you in notifying of your access requirements; and
- (b) We'll not be responsible for the consequences of any refusal or delay by us or the Site Owner to permit entry or any request by us for a person to leave the Site;

8.3.4 You'll be solely responsible for the acts or omissions of any Visitor to the Site and will indemnify us in respect of any damage or loss to either the Site, the BT Equipment or any third party equipment, caused by any Visitor.

### 9. Notification of Incidents

Where you become aware of an Incident:

- 9.1 the Customer Contact will report it to our Service Centre;
- 9.2 we'll give you a unique reference number for the Incident ("**Trouble Ticket**");
- 9.3 we'll inform you when we believe the Incident is cleared, and will close the Trouble Ticket when:
  - 9.3.1 you confirm that the Incident is cleared within 24 hours of being informed; or
  - 9.3.2 we've attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you haven't responded within 24 hours of our attempt to contact you.
- 9.4 If you confirm that the Incident is not cleared within 24 hours of being informed, the Trouble Ticket will remain open, and we'll continue to endeavour to resolve the Incident and, where appropriate, we'll continue to measure Unavailability of Power, until the Trouble Ticket is closed as set out in paragraph 9.3.

### 10. Invoicing

- 10.1 We'll invoice you for the Charges for the Service as set out in paragraph 10.2 in the amounts and currency specified in any Orders.
- 10.2 Unless stated otherwise in an applicable Order, we'll invoice you for:
  - 10.2.1 Installation Charges, within 28 days of the Service Start Date;
  - 10.2.2 Recurring charges for the first quarter, calculated from the Service Start Date, within 28 days of the Service Start Date;
  - 10.2.3 Recurring Charges, except Usage Charges, quarterly in advance on the first day of the relevant quarter (for any period where Service is provided for less than one quarter, the Recurring Charges will be calculated on a daily basis);
  - 10.2.4 Usage Charges, quarterly in arrears on the first day of the relevant quarter, calculated at the then current rates;
  - 10.2.5 any Charges for any Purchased Equipment on the Service Start Date, and those Charges which will apply from the date of delivery of that Purchased Equipment;
  - 10.2.6 De-installation Charges within 60 days of de-installation of the Service; and
  - 10.2.7 any Termination Charges incurred in accordance with paragraph 11 upon termination of the relevant Service.
- 10.3 We may invoice you for any of the following Charges in addition to those set out in the Order:
  - 10.3.1 Charges for investigating Customer reported Incidents where we find no Incident or that the Incident is outside the Footprint, or is not caused by us or is caused by the Customer Equipment or is under your responsibility;
  - 10.3.2 Charges for commissioning the Service as set out in paragraph 7.2 outside of Business Hours;

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10.3.3 Charges for restoring Service if the Service has been suspended in accordance with clause 10.1.2 of the General Terms;

10.3.4 Charges for cancelling the Service in accordance with clause 16 of the General Terms;

10.3.5 Charges for expediting provision of the Service at your request after you've been informed of the Customer Committed Date; and

10.3.6 any other Charges set out in any applicable Order or otherwise agreed between both of us.

10.4 We may, at any time, require you to pay a deposit or provide a guarantee as security for payment of future invoices.

### 11. Charges at the End of the Contract

11.1 If you exercise your right under clause 17 of the General Terms to terminate the Contract or any Service, for convenience, you'll pay us:

11.1.1 all outstanding Charges for Service rendered;

11.1.2 De-installation Charges

11.1.3 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment;

11.1.4 an amount equal to X per cent of the Recurring Charges which would have been payable for the remainder of the Minimum Period of Service had the Service not been terminated, where X per cent is calculated in accordance with the table below:

No. of Months expired of the Minimum Period of Service identified on the original sale Order, calculated from the Service Start Date up to the effective date of termination identified on the cessation form completed by you	12 Month Minimum Period of Service	24 Month Minimum Period of Service	36 Month Minimum Period of Service	48 Month Minimum Period of Service	60 Month Minimum Period of Service
Terminate 0 - 3 Months	64%	55%	49%	45%	42%
Terminate 4 - 6 Months	68%	56%	50%	46%	43%
Terminate 7 - 9 Months	80%	58%	52%	47%	43%
Terminate 10 - 12 Months	100%	60%	53%	48%	44%
Terminate 13 - 15 Months	N/A	63%	54%	49%	45%
Terminate 16 - 18 Months	N/A	68%	56%	50%	46%
Terminate 19 - 21 Months	N/A	79%	58%	52%	47%
Terminate 22 - 24 Months	N/A	100%	60%	53%	48%
Terminate 25 - 27 Months	N/A	N/A	63%	54%	49%
Terminate 28 - 30 Months	N/A	N/A	68%	56%	50%
Terminate 31 - 33 Months	N/A	N/A	79%	58%	51%
Terminate 34 - 36 Months	N/A	N/A	100%	60%	53%
Terminate 37 - 39 Months	N/A	N/A	N/A	63%	54%
Terminate 40 - 42 Months	N/A	N/A	N/A	68%	56%
Terminate 43 - 45 Months	N/A	N/A	N/A	79%	58%
Terminate 46 - 48 Months	N/A	N/A	N/A	100%	60%
Terminate 49 - 51 Months	N/A	N/A	N/A	N/A	63%
Terminate 52 - 54 Months	N/A	N/A	N/A	N/A	68%
Terminate 55 - 57 Months	N/A	N/A	N/A	N/A	79%
Terminate 58 - 60 Months	N/A	N/A	N/A	N/A	100%

11.1.5 all incremental charges incurred by BT from a supplier due to the early termination; and

11.1.6 during the first 12 months of the Minimum Period of Service only:

- (a) any waived Installation Charges for the part(s) of the Service(s) that will be terminated.

11.2 On the last day of the Minimum Period of Service or any Renewal Period, we'll invoice you for:

11.2.1 any outstanding Charges for Service rendered;

11.2.2 De-installation Charges; and

11.2.3 any other Charges set out in the Order.

### 12. Service Amendment

12.1 Except in the circumstances set out in paragraphs 6.2.3, 6.2.4, 6.11 and 12.2 of this Schedule, if either party wishes to vary the specification of the Service it must notify the other party in writing, detailing the proposed change and the reason for it and

- (a) the parties will discuss the proposed change;
- (b) within a reasonable time of receipt of a proposed change, or the date of the discussions under paragraph 12.1(a) above, the receiving party will notify the other party in writing whether the proposed change is feasible and the likely financial, contractual, technical and other effects of the proposed change;
- (c) within a reasonable time of notification of the effects of a proposed change, the receiving party will advise the other party whether it wishes the Contract to be amended to incorporate the change;
- (d) where the parties agree a change to the Contract, it will be recorded in writing and will form part of this Contract when signed by both parties.

12.2 Where the Contract is entered into in a country where we are obliged by law or by our agreement with a public telecommunications operator to trade with all our customers for the Service on the same or particular terms then paragraph 12.1 will not apply and we may amend this Contract on 28 days notice to you.

### 13. IP Addresses, Domain Names and Telephone Numbers

13.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Service will at all times remain our property or the property of our suppliers and will be non-transferable. All of your rights to use such IP Addresses and/or Domain Names will cease on termination or expiration of the Service.

13.2 We cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and we have no liability for any failure in the Domain Name registration, transfer or renewal process.

13.3 You warrant that you are the owner of, or are authorised by the owner of the trade mark or name that you wish to use as a Domain Name.

13.4 You must not use a Domain Name or URL that infringes the rights of any person in a corresponding trade mark or trade name.

13.5 You are responsible for all fees associated with registration and maintenance of your Domain Name, and will reimburse us for any and all fees that we pay to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.

13.6 We may, in our sole discretion, require you to select a replacement Domain Name or URL and may either refuse to provide or may suspend Service if, in our opinion, there are reasonable grounds for us to believe that the Domain Name or URL is, or is likely to be, offensive, abusive, defamatory, obscene, in breach of the provisions of paragraph 13.4 or otherwise unlawful.

### 14. BT Equipment



- 14.1 BT Equipment will remain our property at all times .
- 14.2 If we are held responsible for compensating you for the cost of any lost or damaged Customer Equipment in the Footprint, we'll only be responsible for compensating you for the cost of the lost or damaged Customer Equipment that is set out in the last agreed Rack Layout Diagram.
- 14.3 You will not use BT Equipment other than in accordance with our written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by us) to do so. You'll be liable to us for any loss of or damage to BT Equipment or any third party equipment, except where the loss or damage is a result of fair wear and tear or caused by us. You will not move or relocate any BT Equipment without our prior written consent and you'll pay our costs and expenses reasonably incurred as a result of such move or relocation.
- 14.4 Title in any Purchased Equipment will not pass to you until payment has been received in full.
- 14.5 We don't make any representations, whether express or implied, about the interoperability between the Service and any Customer Equipment.
- 14.6 Our written representations as to compatibility and compliance of equipment will apply in relation to Purchased Equipment for use with the Service.
- 14.7 Throughout provision of the Service, if you report an Incident with BT Equipment or any Purchased Equipment, we'll respond to the Incident without undue delay.
- 14.8 On termination of the Service by either one of us, or expiry, you'll:
- 14.8.1 disconnect any Customer Equipment from BT Equipment located at the Sites;
  - 14.8.2 not dispose of or use BT Equipment other than in accordance with our written instructions or authorisation;
  - 14.8.3 arrange for removal of the Customer Equipment in accordance with paragraph 14.9.4; and
  - 14.8.4 be liable for any reasonable costs of recovery that we incur in recovering the BT Equipment.

### 14.9 Customer Equipment

#### 14.9.1 Installation

- (a) You'll:
- (i) provide and install the Customer Equipment on the Footprint(s) or in the Racks (as applicable) in accordance with this Schedule, the Rack Layout Diagram and the timetable agreed by us;
  - (ii) correctly connect Customer Equipment to the Resilient Power Feed as set out in paragraph 8.2.13;
  - (iii) ensure that the Customer Equipment is always in accordance with the Rack Layout Diagram, any changes to which shall be carried out through change control and shall be subject to our agreement, not to be unreasonably withheld;
  - (iv) not install any Customer Equipment which occupies more than the space available in the Location;
  - (v) clearly label all Customer Equipment, Racks, shelving and components; and
  - (vi) unpack the Customer Equipment in a suitable environment outside the raised floor areas in the Site.
- (b) You're responsible for:
- (i) all testing and maintenance of the Customer Equipment to ensure that the installation has been correctly carried out by you; and
  - (ii) keeping the Site clean and tidy by removing all packages and waste;

If we or one of our approved contractors is required to provide any materials or assist you with any installation work, we may, in our sole discretion, make an additional Charge for such requests; and

- (c) In the event that you breach your obligations in relation to paragraph 14.9.1(a)(ii) of this Schedule, we will notify you of such breach and will give you 10 days to rectify the situation by either;
  - (i) removing any additional Customer Equipment from the Footprint; or
  - (ii) agreeing and making relevant alterations to the Rack Layout Diagram with us.

Where you fail to respond to such notification, we may, in our sole discretion, suspend the Service immediately. We will contact you to inform you that suspension has occurred and you will have a further five days to rectify the situation. Where you fail to do so, we may, in our sole discretion, terminate this Contract with immediate effect in accordance with clause 19.1.1 of the General Terms. You'll remain responsible for payment of the Charges during any period of suspension.

### 14.9.2 Maintenance

- (a) You'll
  - (i) maintain the Customer Equipment in good working order and keep the Location tidy and free from safety hazards at all times;
  - (ii) ensure that no installation of, modification, alteration or addition to the Customer Equipment would result in changes to:
    - (A) the floor loading that exceed the Maximum Floor Loading;
    - (B) the heat output of the Customer Equipment that exceed the Maximum Heat Output; or
    - (C) the power consumption of the Customer Equipment that exceed the Maximum Power Load;
  - (iii) comply with any statutes, regulations and codes of practice applicable to the Customer Equipment or the Site at all times;
  - (iv) comply with the Site Regulations and any requirements of us or the Site Owner (as applicable) in relation to the occupation of the Location and the Site from time to time and notified to you;
  - (v) comply with any directions given by us if any interference occurs between the Customer Equipment and the equipment of a third party. Should we establish, following an investigation undertaken by us, in our sole discretion, that the interference is caused by the Customer Equipment, you will be responsible for the cost of repairing or replacing any damaged equipment belonging to any third party and shall pay such sums on demand to us or such third party as we may specify;
  - (vi) not use the Site except for the retention and operation of the Customer Equipment and will make all reasonable endeavours not to cause any injury, damage, nuisance to or interfere with any person or property including (without limitation) the Site and/or any equipment owned by third parties which may from time to time be located at the Site;
  - (vii) not make any alteration or addition (whether structural or non-structural) in or to the Site;
  - (viii) not use the Customer Equipment for any illegal or unlawful purpose under any Applicable Law or in a manner or for a purpose which constitutes a violation or infringement of a third party's rights (including intellectual property rights), or is harmful or detrimental to the reputation of us or any other party; and

- (ix) make good any damage or any unauthorised alterations to the Site or equipment of any third party for which you are liable within 10 days of a written Notice from us or the Site Owner. If you fail to comply with any such Notice, we may carry out the work and the cost shall be reimbursed by you on demand.
- (b) We may, in our sole discretion, at any time:
  - (i) inspect and record the condition of the Location; and
  - (ii) repair, maintain, clean, alter or rebuild any part of the Site.
- (c) We may, in our sole discretion, at any time, on reasonable notice (except in cases of emergency), disconnect any part of the Customer Equipment at your expense without incurring any liability to you or your customers.

### 14.9.3 Relocation

- (a) Subject to paragraph 14.9.3(b), we may, in our sole discretion, on not less than three months written Notice to you require you to move the Customer Equipment from its Footprint and install it in another Footprint in the Site for operational or any other reason. All reasonable costs and expenses incurred in connection with such relocation of the Customer Equipment shall be borne by us.
- (b) Without prejudice to our rights set out in paragraph 14.9.3(a) we agree that in specifying the time-scale for any relocation of the Customer Equipment, we will use reasonable endeavours to consult with you and to specify a time-scale that causes minimum disruption to the operation of the Service and will not be liable for any interruption of the Service arising as a result of such relocation.

### 14.9.4 Removal

- (a) On expiry or termination of the Service, you'll be solely liable for the removal of the Customer Equipment from the Site. Such removal must occur by the date of termination of the Contract. In the event that you fail to remove the Customer Equipment from the Site by the date of termination, we may, in our sole discretion, charge for, and you shall pay for, the storage of the Customer Equipment at the Site on a daily basis.
- (b) We may, in our sole discretion, remove any Customer Equipment at your expense, for reasons of security, fire, hazards or breach of this Schedule. Where practicable, Notice will be given but, in extreme emergency cases, Racks may be removed by us without Notice.

## 15. WEE Regulations

- 15.1 You'll be responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("**WEEE Regulations**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").
- 15.2 Each of us acknowledge that for the purposes of Regulation 9 this paragraph **Error! Reference source not found.** is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 15.3 You'll be responsible for any information recording or reporting obligations imposed by the WEEE Regulations.
- 15.4 You'll indemnify us against any claims or legal proceedings that are brought or threatened against us by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this paragraph **Error! Reference source not found.** or in connection with the WEEE Regulations.
- 15.5 We'll notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

## 16. Purchased Equipment

### 16.1 Consumer Regulations

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Where you place an Order acting for purposes which are related to your trade, business or profession, it will be deemed a business to business transaction to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply.

### 16.2 Sale of Goods

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

### 16.3 Transfer of Risk and Ownership

16.3.1 Where the Purchased Equipment is delivered to a Site that is located within the Territory:

- (a) if we deliver or install the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by our negligence;
- (b) if we don't deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment; and
- (c) ownership in the Purchased Equipment will pass to when you have for it in full.

16.3.2 Where the Purchased Equipment is delivered to a Site that is not located within the Territory:

- (a) ownership in the Purchased Equipment will pass to you upon dispatch; and
- (b) risk in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you in accordance with Incoterms® 2010 DAP, but you will not be liable for any loss or damage that is caused by our negligence.

### 16.4 Acceptance

16.4.1 Where the Purchased Equipment is delivered to a Site that is located within the Territory, the Purchased Equipment will be deemed to have been accepted:

- (a) if we don't install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
- (b) if we install the Purchased Equipment, the earlier of:
  - (i) *the Service Start Date in accordance with paragraph **Error! Reference source not found.**; and*
  - (ii) *if you notify us in writing that the Purchased Equipment has not passed the Acceptance Tests and that is due to minor Incidents that do not affect the Purchased Equipment's performance, the date of that notice.*

16.4.2 Where the Purchased Equipment is delivered to a Site that is not located within the Territory, acceptance of the Purchased Equipment will take place on signature for the delivery at the port of entry, or at the final delivery address(es) that we have agreed with you if we are shipping the Purchased Equipment.

16.4.3 Except where you have relied on our written advice, it is your responsibility to satisfy yourself as to the suitability of Purchased Equipment for your needs.

### 16.5 Warranty

16.5.1 At any time following the Service Start Date during the period of [insert] consecutive months following the Service Start Date (or any other period that we give you Notice of), if you report to us in accordance with paragraph 8.3.0 that there is an Incident in the Purchased Equipment which is due to faulty design, manufacture or materials, or our negligence, we will, or will arrange for the manufacturer or other third party to, replace or (at our option) repair the part affected by, or causing the Incident free of charge, unless:

- (a) the Purchased Equipment has not been properly kept, used and maintained in accordance with the manufacturer's or our instructions, if any;
- (b) the Purchased Equipment has been modified without our written consent;

- (c) the Incident is due to accidental or wilful damage, interference with or maintenance of Purchased Equipment by persons other than us, or a third party authorised by us;
- (d) the Incident is due to faulty design by you where the Purchased Equipment has been manufactured to your design; or
- (e) the Incident is due to fair wear and tear.

16.5.2 If requested by us, you'll return the Purchased Equipment affected by an Incident to us or to the manufacturer or other third party, in accordance with our instructions, for repair or replacement as set out in paragraph 16.5.1.

16.5.3 We do not warrant that the Software supplied under the Contract will be free of all Incidents or that its use will be uninterrupted, but we'll remedy any defects that significantly impair performance (where necessary, by arrangement between both of us) within a reasonable time.

### 16.6 Security

16.6.1 You're responsible for the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and you'll take all necessary steps to ensure that they're kept confidential, secure and not made available to unauthorised persons.

16.6.2 We don't guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

## Part C – Service Levels

### 17. Service Availability

#### 17.1 Availability Service Level

17.1.1 We agree that availability of power to the Rack will be maintained at 100 per cent over a month by at least one of the two power feeds within the Resilient Power Feed (“**Availability Service Level**”). Unavailability of power means any interruption that causes the Customer Equipment to fail caused by a loss of power, to both power feeds simultaneously within the Resilient Power Feed, unless such loss of power has been caused by you (“**Unavailability of Power**”).

#### 17.2 Availability Service Credits

17.2.1 Without prejudice to any other remedy or right of claim on your part (as set out in the Contract) except where the same is due to any act omission or default by you, if a Critical Outage occurs and even if we can demonstrate that we have used our reasonable endeavours to perform the Services, you’ll receive the following:

- (a) for a period up to (and including) three hours (from the time of the occurrence of the Critical Outage), a credit equivalent to a ½ per cent of the annual Recurring Charges payable on that date;
- (b) for a period between three hours and six hours (from the time of the occurrence of the Critical Outage), in addition to any amounts under paragraph 17.2.1(a), a credit equivalent to ¼ per cent of the annual Recurring Charges payable on that date;
- (c) for a period between six hours and 24 hours (from the time of the occurrence of the Critical Outage), in addition to any amounts under paragraphs 17.2.1(a) and 17.2.1(b), a credit equivalent to ¼ per cent of the annual Recurring Charges payable on that date;
- (d) for each subsequent period of 24 hours, then you will receive (in addition to any amounts under paragraphs 17.2.1(a), 17.2.1(b) and 17.2.1(c)) a credit equivalent to one per cent of the annual Recurring Charges payable on that date

provided that:

- (i) where a Critical Outage affects part or parts only of the Footprint such credits shall be apportioned and allowed per square metre (and pro rata in the case of a part) of the Footprint so affected, and;
- (ii) we shall not be required to allow such credits in respect of more than four Critical Outages in any one period of 30 days during the term of the Contract.

(“**Availability Service Credit**”).

### 18. Requests for Service Credits

18.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which the Critical Outage occurred by providing details of the reason for the claim;

18.1.1 by post to:

Sheffield Command Centre  
220 Rockingham Street  
Sheffield  
South Yorkshire  
S1 3PL

18.1.3 or by email to:

ahsupport@bt.com

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- 18.2 Any failure by you to submit a request in accordance with paragraph 18.1 will constitute a waiver of any claim for Service Credit(s) in that calendar month.
- 18.3 Upon receipt of a valid request for Service Credit(s) in accordance with paragraph 18.1;
- 18.3.1 we'll issue you with the applicable Service Credit(s) by deducting those Service Credit(s) from your invoice within two billing cycles of the request being received; and
  - 18.3.2 following expiry or termination of the Contract where no further invoices are due to be issued by us, we'll pay you the Service Credits in a reasonable period of time.
- 18.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, us.
- 18.5 The Service Levels under this Schedule will not apply:
- 18.5.1 in the event that clause 8 of the General Terms applies;
  - 18.5.2 during any trial period of the Service;
  - 18.5.3 to failures due to any Force Majeure Event;
  - 18.5.4 to any Incident not reported in accordance with paragraph 8.3.4 above
  - 18.5.5 to the occurrence of any event set out in paragraph 6.5.6;
  - 18.5.6 a suspension of the Service in accordance with the Contract;
  - 18.5.7 a fault on your network or own own equipment configuration;
  - 18.5.8 Customer Equipment not being correctly connected to the Resilient Power Feed as set out in paragraph 8.2.13;
  - 18.5.9 any time where we are awaiting information from you or awaiting confirmation from you that the Service has been restored;
  - 18.5.10 scheduled or notified downtime including Planned Maintenance;
  - 18.5.11 faults or omissions of other Internet service providers;
  - 18.5.12 any Incidents or faults caused by your management or connection of the Service; or
  - 18.5.13 if you haven't complied with the Contract.
- 18.6 Any failure by us to meet the Service Levels is not in itself a material breach of the Contract.

## Part D – Defined Terms

### 19. Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule):

**“Availability Service Credit”** means the Service Credit calculated in accordance with paragraph 17.2.

**“Availability Service Level”** has the meaning given in paragraph 17.1.

**“BT Network”** means the communications network owned or leased by us and used to provide the Service.

**“Business Hours”** means between the hours of 0900 and 1700 in a Business Day.

**“Critical Outage”** means a complete loss of Service to the relevant Customer Equipment.

**“Customer Committed Date”** has the meaning given in paragraph 7.1.2.

**“Customer Contact”** has the meaning given in paragraph 8.1.1.

**“Customer Equipment”** means any equipment (hardware and/or software) which the Customer uses at the Site to receive the Service, and which has been notified to, and agreed with, us within the Rack Layout Diagram.

**“Customer Information”** means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available (directly or indirectly) by or on behalf of you by using the Service.

**“De-installation Charges”** means the charges payable by you on de-installation of the Service that will be equal to the then current rates for Installation Charges on the date of de-installation.

**“Domain Name”** means a readable name on an Internet page that is linked to a numeric IP Address.

**“EAC”** means an Electronic Access Card used for access to the Site.

**“Footprint”** means a standard area of space in the Site designed for placing Customer Equipment and a Rack with a maximum size of 600mm wide x 1000mm deep and 2250mm high.

**“Incident”** means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

**“Installation Charges”** means those Charges set out in the Order in relation to installation of the Service and/or any Purchased Equipment, Customer Equipment and/or BT Equipment as applicable.

**“Internal Cabling”** means any conduits, wires, cables and other conducting media used in connection with the Customer Equipment.

**“Internet”** means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

**“Internet Protocol”** or **“IP”** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

**“Internet Registration Authority”** means an internationally recognised organisation that logs the registered owners of Domain Names and manages Domain Name registries for the country or international community that it represents.

**“IP Address”** means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

**“Location”** means such part or parts of the Site occupied by you including, but not limited to the area surrounding the Footprint.

**“Maximum Floor Loading”** has the meaning given in paragraph 2.1.3.

**“Maximum Heat Output”** has the meaning given in paragraph 2.2.1(c).

**“Maximum Power Load”** has the meaning given in paragraph 3.2.4.



“**Media Handling**” has the meaning given in paragraph 3.4.1.

“**Minimum Period of Service**” means a period of 12 consecutive months beginning on the Service Start Date, unless otherwise set out in an Order.

“**Rack**” means a device, that will house the Customer Equipment on the Footprint, provided by either of us as indicated in the Order. It shall be 600mm wide x 1000mm deep x 2250mm (42U) high unless otherwise agreed with us in writing.

“**Rack Layout Diagram**” means the diagram agreed by both of us identifying all the Customer Equipment to be placed within the Footprint.

“**Recurring Charges**” means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.

“**Remote Hands**” has the meaning given in paragraph 3.3.2.

“**Remote Hands Service Quota**” has the meaning given in paragraph 3.3.3.

“**Remote Hands Tasks**” has the meaning given in paragraph 3.3.2.

“**Renewal Period**” means for each Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“**Resilient Power Feed**” means two power feeds, each of which is supplied by one separate power distribution unit to a Footprint.

“**Service**” has the meaning given in paragraph 1.

“**Service Centre**” has the meaning given in paragraph 7.1.1.

“**Service Level**” means the Availability Service Level.

“**Site**” means the data centre from which the Service is provided and shall be either Global Switch North or Global Switch East.

“**Site Owner**” means the owner of the Site where the Site is not owned by us.

“**Site Regulations**” means the rules and regulations governing the conduct of persons, security procedures and health and safety in the Site as notified to you by us from time to time.

“**Tape Change Schedule**” has the meaning given in paragraph 3.4.1.

“**Termination Charges**” means those Charges incurred in accordance with paragraph 11.

“**Territory**” means the country in which we’re registered.

“**Third Party Information**” means data, information, video, photographs, software and any other materials (in whatever form) not owned or generated by or on behalf of you, published or otherwise made available by you using the Service.

“**Trouble Ticket**” has the meaning given in paragraph 9.2.

“**Unavailability of Power**” has the meaning given in paragraph 17.1.1.

“**Uniform Resource Locator**” or “**URL**” means a character string that points to a resource on an intranet or the Internet.

“**Usage Charges**” means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Service, or the number of minutes the Service was used for) with the relevant fee that is specified in the Order.

“**User ID**” means the identification number provided to you by us for the purposes of security in the provision of this Service.

“**Visitor**” means any of your representatives authorised to have access to the Site, Location and/or Footprint by you.

