



BT Compute Telehousing Schedule to the General Terms

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A NOTE ON 'YOU'

'You' and 'your' mean the Customer.

WORDS DEFINED IN THE GENERAL TERMS

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – The Telehousing Service

1 SERVICE SUMMARY

BT will provide you with Footprints in a Site in a controlled environment suitable for the installation of the Customer Equipment, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options that are selected by you as set out in any applicable Order, (the "Telehousing Service").

2 STANDARD SERVICE COMPONENTS

BT will provide you with the following standard service component ("Standard Service Component") in accordance with the details set out in any applicable Order:

2.1 Site Facilities

2.1.1 A Site will have the following facilities:

- (a) fire detection and suppression that will comprise:
 - (i) a high sensitivity smoke alarm system;
 - (ii) monitoring and alarm equipment; and
 - (iii) portable fire extinguishers.
- (b) Site security:
 - (i) 24x7x365 security guard patrol of the Site and monitoring by closed circuit TV cameras with alarms interconnected to an on-site monitoring system;
 - (ii) for operational reasons BT will provide you with electronic access cards for the Site ("EAC") on the Service Start Date or when you visit the Site; and
 - (iii) Visitors will be asked to provide identification in the form of a valid passport or UK photocard driving licence and this will be checked against a list, authorised by both of us, before entry is permitted.

2.1.2 Any variations in the facilities that are available in a Site will be set out in the Order.

3 SERVICE OPTIONS

BT will provide you with any of the following chargeable options as set out in any applicable Order ("Service Options") and in accordance with the details set out in that Order:

3.1 Global Switch Data Centre

If you purchase the Telehousing Service located at the Global Switch Data Centre, BT will provide you with the following facilities:

3.1.1 Racks

BT will provide you with Racks for use on your Footprint(s), which are fitted with lockable front and rear doors.

3.1.2 Footprint

- (a) BT will supply you with the number of Footprints set out in any applicable Order.
- (b) Each Footprint will be on a raised floor within an aisle, unless otherwise set out in the Order.
- (c) The Maximum Floor Loading for each Footprint is 400kg unless otherwise set out in any applicable Order.

3.1.3 Cooling

A Site will have the following cooling facilities:

- (a) maintenance of an average room air temperature at 22 degrees Celsius within a tolerance of plus or minus three degrees Celsius;
- (b) forced air cooling for each Footprint for a Maximum Heat Output of:
 - (i) for Global Switch East, 0.733kW per square metre, which equates to 2kW of cooling for each Rack; and
 - (ii) for Global Switch North, 0.45kW per square metre, which equates to 1kW of cooling for each Rack.

3.1.4 Power

- (a) BT will provide a Resilient Power Feed to the Racks or Footprints and the power rating at each Rack (per power feed) will be 230/240V AC.
- (b) Power feeds to the Customer Equipment will be backed up by the use of a standby generator and uninterrupted power supplies.
- (c) The Maximum Power Load will be no more than 2kW for each Footprint in Global Switch East and no more than 1kW for each Footprint in Global Switch North.

3.1.5 Remote Hands

- (a) Remote Hands is only available for Racks supplied by BT.
- (b) BT will carry out routine tasks on your behalf, in accordance with your written instructions that BT will agree, at the nominated Footprint. Such tasks may include:
 - (i) lamp status checking;
 - (ii) power recycling;
 - (iii) button pushing; or
 - (iv) removal/insertion of cords, cables and plugs,("Remote Hands Tasks").
- (c) BT will perform Remote Hands Tasks for two hours per month or multiples thereof ("Remote Hands Service Quota"), as set out in any applicable Order.
- (d) BT will respond to each Remote Hands request within:
 - (i) two hours during Business Hours; and
 - (ii) four hours outside of Business Hours.
- (e) Each request to perform any Remote Hands Tasks will be deemed as taking 30 minutes and will be deducted from the Remote Hands Service Quota accordingly.
- (f) You will be charged for requests to perform Remote Hands Tasks in excess of the Remote Hands Service Quota and any unused portion of the Remote Hands Service Quota will not be carried forward to the next consecutive month.
- (g) The Charges referred to in Paragraph 3.1.5(f) are set out in any applicable Order.
- (h) You may be required to confirm the details of a Remote Hands request in writing, email or fax.

3.2 Ark Data Centre

If you purchase the Telehousing Service located at the Ark Data Centre, BT will provide you with the following facilities:

3.2.1 Racks

BT will provide you with Racks for use on your Footprint(s), which are fitted with lockable front and rear doors.

3.2.2 Footprint

- (a) BT will supply you with the number of Footprints set out in any applicable Order.
- (b) Each Footprint will be within an aisle, unless otherwise set out in the Order.
- (c) The Maximum Floor Loading for each Footprint is 1,000kg, unless otherwise set out in any applicable Order.

3.2.3 Cooling

A Site will have the following cooling facilities:

- (a) direct air-flow cooling is supplied to each Footprint;
- (b) maintenance of an average room air temperature at 22.5 degrees Celsius within a tolerance of plus or minus 5.5 degrees Celsius; and
- (c) cooling for Maximum Heat Output of between 4kW and 30kW per Footprint will be provided.

3.2.4 Power

- (a) BT will provide a Resilient Power Feed to the Racks or Footprints and the power rating at each Rack (per power feed) will be 230/240V AC.
- (b) Where Racks are provided by BT, the Resilient Power Feed will terminate on separate power strips within the Rack.
- (c) Where Racks are provided by you, the Resilient Power Feed will be terminated in two separate commando sockets located under the raised floor or within an aisle. The Maximum Power Load for the Ark Data Centre will be no more than 30kW for each Footprint.

3.2.5 Remote Hands

BT will respond to each Remote Hands request within:

- (a) one hour during Business Hours; and
- (b) two hours outside of Business Hours.

3.3 Internal Cabling

3.3.1 BT will arrange for Internal Cabling within the data centre to be installed, as set out in the Order.

3.3.2 The connection of the Customer Equipment to the BT Network or any third party network is not part of the Telehousing Service.

3.4 Media Handling

3.4.1 BT will arrange for Media Handling to be carried out, as set out in the Order. For the avoidance of doubt BT will not carry out Media Handling more than once per machine per day.

3.4.2 You will need to provide BT with a minimum of two compact discs or tapes for each media drive as well as their relevant change schedule. Such change will occur either:

- (a) daily;
- (b) weekly;
- (c) monthly; or
- (d) quarterly.

3.4.3 For weekly, monthly and quarterly changes you will specify to BT the precise day of the week that you require your media to be changed. The agreed day will be set out in the relevant Order.

3.4.4 All changes will be performed by the Media Handling team and will take place between the hours of 0900 and 1200 (midday).

3.4.5 The compact discs or tapes will be stored in one of two locations as per your request and specified in the Order. These locations are:

- (a) on-site in your rack; or
- (b) off-site in a secure environment.

3.4.6 If you require the media to be stored in an off-site secure environment, you will make all necessary arrangements with your chosen service provider. BT will then change the media as prescribed by you and will make the media available to your secure storage service provider.

3.5 Recovery of media

3.5.1 For the recovery of media using stored data:

- (a) if the media is held on-site, BT will insert the media into the required equipment as per your request.
- (b) if the media is held off-site, BT will await delivery of the media to the data centre. Once delivered, BT will insert the media into the required equipment as per your request.

4 SERVICE MANAGEMENT BOUNDARY

4.1 BT will provide and manage the Telehousing Service as set out in Parts B and C of this Schedule and as set out in the Order up to the Rack, ("**Service Management Boundary**").

4.2 BT will have no responsibility for the Telehousing Service outside the Service Management Boundary.

4.3 BT does not make any representations, whether express or implied, about whether the Telehousing Service will operate in combination with any Customer Equipment or other equipment and software.

5 ASSOCIATED SERVICES

If BT provides you with any services other than the Telehousing Service, this Schedule will not apply to those services and those services 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 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Telehousing Service or any Order by giving 90 days' Notice to the other.

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 Telehousing 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 Telehousing 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, BT will cease delivering the Telehousing Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

6.2.3 BT 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 21 days of any Notice to Amend, you will provide BT Notice:

- (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
- (b) requesting revisions to the changes BT 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) terminating the Contract at the end of the Minimum Period of Service.

6.2.5 If BT has not reached agreement in accordance with Paragraph 6.2.4(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 notice in accordance with 6.2.4(c), in which case BT will cease delivering the Telehousing Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

6.3 Access to Emergency Services

BT will not provide the ability for Users to call the emergency services by dialling "999" or "112" and you are responsible for making alternative arrangements for Users, including the maintenance of a fixed telephone number.

6.4 Use of Customer Space

6.4.1 You acknowledge that nothing in this Schedule is intended to create any relationship of landlord and tenant between BT and you, and you will have no right of exclusive possession of the Footprint, nor prohibit or restrict entry to the Footprint by BT.

6.4.2 BT 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.

6.5 Insurance

6.5.1 You will effect and maintain insurance throughout the duration of this Telehousing Service in respect of:

- (a) the Customer Equipment, for an amount equivalent to its full replacement value; and
- (b) public and product liability insurance, for not less than £5,000,000 per incident.

6.5.2 Customer Equipment is at your risk for the duration of the Telehousing Service.

6.5.3 You will provide to BT, on BT's request, a certificate of insurance to evidence that the insurances referred to in Paragraph 6.5.1 are in full force and effect.

6.6 Additional Terms

6.6.1 You will be responsible for the creation, maintenance and design of all Customer Information and Third Party Information.

6.6.2 BT is under no obligation to edit, review or modify the Customer Information or Third Party Information and BT does not examine the use to which the Telehousing Service is put.

- 6.6.3 BT may suspend access to any Customer Information or Third Party Information following Notice to you if BT reasonably believes that there may be a breach of either this Contract, any Applicable Law or any third party right.
- 6.6.4 BT is not responsible for any equipment, including software or services provided by third parties, that the Customer stores, advertises, sells or otherwise makes available by means of the Telehousing Service or on the Internet.
- 6.6.5 You will indemnify BT 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 any Customer Information, Third Party Information or other content or communication sent, provided or stored in connection with the Telehousing Service; and
- 6.6.6 In addition to any other rights that BT may have, you will reimburse BT for any losses, costs or liabilities arising from your use or misuse of BT Equipment or other equipment belonging to BT or a third party, which is located at the Site, and for any damage to the Site, or where BT Equipment or other equipment belonging to BT or a third party is damaged, stolen or lost., except where the loss or damage is a result of fair wear and tear or caused by BT.

6.7 Use of Service

- 6.7.1 The Telehousing Service is provided solely for your own use and you will not resell or attempt to resell the Telehousing Service (or any part or facility of it) to any third party.
- 6.7.2 You will be 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 Telehousing Service, Customer Information, or Third Party Information. BT will not be a party to, or in any way be liable for, any transaction between you and any third party.
- 6.7.3 BT may suspend the Telehousing Service with immediate effect if you use the Telehousing Service in contravention of Paragraph 6.7.1.
- 6.7.4 You will not use the Telehousing Service in any way which in BT's opinion, is, or is likely to be, detrimental to the provision of the Telehousing Service to you or any other customer.
- 6.7.5 In the event that BT suspends the Telehousing Service, BT will notify you as to why the Telehousing Service has been suspended and you will be required to rectify the problem within a reasonable period, depending on the critical nature of the situation, of such notification.
- 6.7.6 Where you fail to rectify the problem within 30 days from date of notification of the problem to BT, BT may terminate the Contract in accordance with clause 18 of the General Terms.

6.8 Amendments to the Service and Review of Charges

- 6.8.1 The following sub-Paragraph replaces clause 31.1 of the General Terms:
 - (a) BT may, following expiry of the Minimum Period of Service, revise the Charges on 28 days' written Notice to you. In addition, BT may increase the Charges by four per cent per annum on the anniversary of the Service Start Date without Notice.
- 6.8.2 In addition to the events set out in clause 15 of the General Terms, BT may, on giving prior Notice when practicable, restrict or suspend the Telehousing Service or part of the Telehousing Service in the event that BT is entitled to terminate the Contract in accordance with clause 18 of the General Terms without prejudice to such rights. The obligations set out in clause 15 shall apply to any suspension.

6.9 Notices

- 6.9.1 The following sub-Paragraph replaces clause 25 of the General Terms:

Except for Notices given under Paragraph 8.2.14 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:

 - (a) to BT at:
 - Data Centre Services
 - TKS/F18/01
 - 109-117 Long Road
 - Cambridge

CB2 2HG

or to any alternative address that BT notifies to you.

(b) to you at:

- (i) your address or email address as set out in the Contract;
- (ii) your registered office at the time of the Notice; or
- (iii) any other address or email address notified by you to BT in a Notice from time to time, including, as updated on an Order.

Part B – Service Delivery and Management

7 BT'S OBLIGATIONS

7.1 Service Delivery

Before the Service Start Date and, when applicable, throughout the provision of the Telehousing Service, BT:

- 7.1.1 will provide you with contact details for the helpdesk, to which you will be able to submit service requests, report Incidents, ask questions about the Telehousing Service, issue trouble tickets and, when applicable, log Remote Hands, Visitor access and Media Handling requests ("**Service Desk**") and this Service Desk will be open 24x7x365;
- 7.1.2 will provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date;
- 7.1.3 will dispatch, where the Site is located within the EU, any Purchased Equipment for delivery to the applicable Site as set out in the Order;
- 7.1.4 if agreed between both of us as set out in the Order, will install any Customer Equipment or Purchased Equipment at the applicable Sites. In each case BT will:
 - (a) test that the Rack has been installed and is ready for use;
 - (b) test that the power has been supplied and switched on ready for use; and
 - (c) on the date that BT has completed the above tests, confirm to you that the Telehousing Service is available for use with the Customer Equipment or Purchased Equipment.

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Telehousing Service;
- 7.2.2 conduct a series of standard tests on the Telehousing Service to ensure that it is configured correctly;
- 7.2.3 install and connect the power supply to the Footprint or BT's supplied Rack (but not the Customer Equipment), where power is ordered as set out in the Order; and
- 7.2.4 on the date that BT has 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, BT:

- 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 this Schedule if BT detects or if you report an Incident on the BT Network;
- 7.3.2 will log any Remote Hands request and will use reasonable endeavours to respond within the timescales set out in Paragraphs 3.1.5 and 3.2.5;
- 7.3.3 or the Site Owner, may carry out Maintenance from time to time and will endeavour to let you know at least five Business Days before any Planned Maintenance on the BT Equipment, however you agree that BT may inform you with less notice than normal when emergency Maintenance is required;
- 7.3.4 may allocate to you password(s) and EACs to be used in connection with the Telehousing Service, but the EACs will remain BT's property at all times; and
- 7.3.5 may suspend a User ID, password or withdraw access from an EAC where BT reasonably believes that password or EAC security has not been maintained, or on expiry or termination of the Telehousing Service. BT will notify you as soon as possible after BT has suspended a password or withdrawn access from an EAC.

7.4 Media Handling

BT will:

- 7.4.1 insert and remove back-up compact discs 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**") will be as set out in any applicable Order;
- 7.4.2 perform Media Handling between the hours of 0900 and 1200 (midday) on the relevant Business Day;
- 7.4.3 store used compact discs and tapes in your Rack;
- 7.4.4 in an emergency and on your request to the Service Desk, recover your discs or tapes, 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 or tapes. There will be an additional Charge to you when BT carries out these activities as set out in the Order.

7.5 The End of the Service

On termination of the Telehousing Service by either one of us, or expiry, BT:

- 7.5.1 may provide configuration information relating to the Telehousing Service provided at the Sites in a format that BT reasonably specifies; and
- 7.5.2 may disconnect and remove any BT Equipment located at the Sites.

8 YOUR OBLIGATIONS

8.1 Service Delivery

Before the Service Start Date and, when applicable, throughout the provision of the Telehousing Service by BT, you will:

- 8.1.1 provide BT with the names and contact details of any individuals authorised to act on your behalf for Telehousing Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority. You will notify BT of any changes to the Customer Contact as soon as practicable;
- 8.1.2 ensure that the Customer Contact is available during the period of implementation of the Telehousing Service and during Business Hours. You acknowledge that if the Customer Contact is not available at all such times, BT may not be able to meet the applicable response and restoration times (including any referred to in Part C of this Schedule);
- 8.1.3 provide BT with any information reasonably required for the purpose of providing the Telehousing Service without undue delay;
- 8.1.4 provide BT with access to the Racks during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
- 8.1.5 complete any preparation activities that BT may request to enable you to receive the Telehousing Service promptly and in accordance with any reasonable timescales;
- 8.1.6 ensure that the LAN protocols and applications you use are compatible with the Telehousing Service;
- 8.1.7 provide BT with the name and contact details of at least one individual who will be responsible for receiving the Purchased Equipment at the Site;
- 8.1.8 ensure that the network terminating point is delivered to your Rack on the data centre floor;
- 8.1.9 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.1.10 distribute, manage and maintain access profiles, passwords, User IDs (if applicable), security checkwords, EACs allocated by BT and other systems administration information relating to the control of Users' access to the Telehousing Service;
- 8.1.11 as soon as reasonably practicable, inform BT of any changes to the information that you supplied when ordering the Telehousing Service;
- 8.1.12 prepare and maintain the Site for the installation of the Customer Equipment and supply of the Telehousing Service, including:
 - (a) provide a suitable and safe operational environment for any Customer Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect the Customer Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services;
 - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance Services;
 - (d) provide a secure, continuous power supply at the Site for the operation and maintenance of the Service at such points and with such connections as BT specifies; and
 - (e) provide internal cabling between any BT Equipment and Customer Equipment, as appropriate;
- 8.1.13 until ownership in any Purchased Equipment transfers to you in accordance with Paragraph 17.3:
 - (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 BT 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 BT's prior written consent. If BT gives 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;
- (g) not claim to be the 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) in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from damage or loss to the Site caused by you or a Visitor, your use or mis-use of the Purchased Equipment or where Purchased Equipment is damaged, stolen or lost, except where the loss or damage to Purchased Equipment is as a result of fair wear and tear caused by BT;
- (j) ensure that the Purchased Equipment appears in BT's name in your accounting books;
- (k) where there is a threatened seizure of the Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the Purchased Equipment; and
- (l) notify any interested third parties that BT owns the Purchased Equipment.

8.2 Service Operation

On and from the Service Start Date, you will:

- 8.2.1 ensure that Users report Incidents and Remote Hands requests to the Customer Contact and not to the Service Desk;
- 8.2.2 ensure that the Customer Contact takes Incident reports and Remote Hands requests from Users and pass these to the Service Desk using the reporting procedures agreed between both of us and quote the relevant passwords;
- 8.2.3 be responsible for any issues relating to the Telehousing Service including providing BT assistance and information during implementation of the Telehousing Service, and are available for all subsequent Incident management communications;
- 8.2.4 provide all suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Telehousing Service, other than as specifically set out in the Order as BT's responsibility;
- 8.2.5 monitor and maintain any Customer Equipment connected to the Telehousing Service or used in connection with the Telehousing Service;
- 8.2.6 ensure that you have all necessary rights, title, consent and approvals to place the Customer Equipment at the Site and that the provision of the Telehousing Service to the Customer Equipment by BT will not infringe any third party rights, including without limitations any Intellectual Property Rights;
- 8.2.7 ensure that any Customer Equipment that is connected to the Telehousing Service or that you use, directly or indirectly, in relation to the Telehousing Service is:
 - (a) connected using the applicable BT Network termination point or third party termination point, unless you have BT's permission to connect by any other means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Telehousing Service and will not harm or damage BT Equipment, the BT Network, or any of BT's supplier's or subcontractor's network or equipment; and
 - (d) approved and used in accordance with relevant instructions and Applicable Law;
- 8.2.8 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- 8.2.9 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 Telehousing Service and:
 - (a) take all reasonable steps to prevent unauthorised access to the Telehousing Service;

- (b) not change or attempt to change a User ID;
- (c) satisfy BT's security checks if a password is lost or forgotten;
- (d) take all necessary steps to ensure that passwords are kept confidential;
- (e) take all necessary steps to ensure that EACs are not provided to unauthorised people;
- (f) take all necessary steps to ensure that the EACs are not kept with the address of the Site;
- (g) 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; and
- (h) inform BT immediately if a User ID, security checkword or password allocated by BT 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 BT's reasonable expenses in providing a replacement EAC as notified to you;

- 8.2.10 if BT requests you to do so in order to ensure the security or integrity of the Telehousing Service, change any or all passwords or other systems administration information used in connection with the Telehousing Service. BT does not guarantee the security of the Telehousing Service against unauthorised or unlawful access or use;
- 8.2.11 comply with the Site Regulations and any requirements of BT 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;
- 8.2.12 not use the Site except for the retention and operation of the Customer Equipment and will use all reasonable endeavours not to cause any injury, damage, nuisance to or interfere with any person or property including the Site or any equipment owned by third parties which may from time to time be located at the Site;
- 8.2.13 not make any alteration or addition (whether structural or non-structural) in or to the Site;
- 8.2.14 where BT has 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 will be connected to both power feeds comprising the Resilient Power Feed. BT is not responsible for any loss of power on Customer Equipment that is not correctly connected to the Resilient Power Feed; and
- 8.2.15 comply with any instructions BT notifies to you which BT believes are necessary for reasons of health, safety or the quality of any telecommunications service provided by BT to you or any other customer. If you fail to follow such instructions within a reasonable time of such notification, BT may treat such failure in accordance with Clause 18 of the General Terms.

8.3 Access and Visitors

8.3.1 You will:

- (a) provide BT with a list of all Visitors entitled to enter the Site with appropriate proof of identity in accordance with this Paragraph 8.3 and promptly inform BT of any changes to the list of Visitors;
- (b) pre-book any access to the Site with a minimum 24 hours prior notice to BT. Booking will be registered by telephoning or emailing the Service Desk, logging a visit request and obtaining a ticket number; and
- (c) ensure that Visitors to the Site:
 - (i) are suitably competent to carry out the necessary tasks;
 - (ii) will follow BT's instructions within the Site including all Site Regulations;
 - (iii) will not cause any change to or interfere with the Site or the equipment of any of BT's third party customers; and
 - (iv) will do nothing to cause the Site to be in anything other than a clean and tidy condition.

8.3.2 BT and the Site Owner may 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 BT 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 BT.

8.3.3 In addition:

- (a) neither BT nor the Site Owner will be responsible for the consequences of any refusal or failure or delay by you in notifying BT of your requirement to access the Site;
- (b) BT will not be responsible for the consequences of any refusal or delay by BT or the Site Owner to permit entry or any request by BT for a person to leave the Site; and
- (c) you will be solely responsible for the acts or omissions of any Visitor to the Site.

8.4 The End of the Service

On termination of the Telehousing Service by either one of us, or expiry, you will arrange for the removal of Customer Equipment in accordance with Paragraph 15.4.

9 NOTIFICATION OF INCIDENTS

- 9.1 When you become aware of an Incident:
- 9.1.1 the Customer Contact will report it to BT's Service Desk;
 - 9.1.2 BT will give you a unique reference number for the Incident ("**Ticket**"); and
 - 9.1.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
 - (a) you confirm that the Incident is cleared within 24 hours of being informed; or
 - (b) BT has attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you have not responded within 24 hours of BT's attempt to contact you.
- 9.2 If you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 9.3 When BT becomes aware of an Incident, Paragraphs 9.1.2, 9.1.3 and 9.2 will apply.

10 INVOICING

- 10.1 BT will invoice you for the Charges for the Telehousing Service as set out in Paragraph 10.2 in the amounts and currency as set out in any Order(s).
- 10.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
- 10.2.1 Installation Charges, on the Service Start Date (or monthly in arrears prior to the Service Start Date for any work carried out when the planned installation period is longer than one month);
 - 10.2.2 Recurring Charges, except Usage Charges, monthly in advance on the first day of the relevant month (for any period where service is provided for less than one month, the Recurring Charges are calculated on a daily basis);
 - 10.2.3 Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
 - 10.2.4 any Charges for any Purchased Equipment from the Service Start Date, and those Charges which will apply from the date you take delivery or possession of that Purchased Equipment;
 - 10.2.5 De-installation Charges within 60 days of de-installation of the Telehousing Service; and
 - 10.2.6 any Termination Charges incurred in accordance with Paragraph 11 upon termination of the relevant Telehousing Service.
- 10.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
- 10.3.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - 10.3.2 Charges for commissioning the Telehousing Service as set out in Paragraph 7.2 outside of Business Hours;
 - 10.3.3 Charges for carrying out necessary installation work in accordance with Paragraph 15.1.3;
 - 10.3.4 Charges for requests to perform Remote Hands Tasks in excess of the Remote Hands Service Quota, in accordance with Paragraph 3.1.5;
 - 10.3.5 Charges for carrying out Media Handling activities in accordance with Paragraph 7.4;
 - 10.3.6 Charges for restoring service if the Telehousing Service has been suspended in accordance with clause 10.1.2 of the General Terms;
 - 10.3.7 Charges for cancelling the Telehousing Service in accordance with clause 16 of the General Terms;
 - 10.3.8 Charges for expediting provision of the Telehousing Service at your request after you have been informed of the Customer Committed Date; and
 - 10.3.9 any other Charges set out in any applicable Order or as otherwise agreed between both of us.
- 10.4 **Indexation**
- 10.4.1 Starting on 1 April 2019 and on every subsequent 1 April in each year (the "**Indexation Date**"), BT will increase the Recurring Charges by the percentage increase in the Retail Prices Index in the previous 12 months as calculated in accordance with paragraph 10.4.2; and
 - 10.4.2 BT will calculate the increase in the Retail Price Index by comparing the Retail Price Index published on the Indexation Date with the Retail Price Index published on the 1 April of the year before.
- 10.5 If you are purchasing a Telehousing Service that is based outside of the United Kingdom, prices for the Telehousing Service, as set out in the Order Form, are set in accordance with central bank exchange rate of the country in which the

service is based. If the currency fluctuates from the current central bank exchange rate used at the start of each calendar month, BT may adjust the prices in accordance with that rate.

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 Telehousing Service for convenience, you will pay BT:
 - 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 any other Charges set out in the Order;
 - 11.1.5 all committed costs to a supplier incurred by BT as a result of your commitment to BT under the Contract, which BT is unable to reasonably mitigate; and
 - 11.1.6 all incremental charges incurred by BT from a supplier due to the early termination.
- 11.2 In addition to the Charges set out at Paragraph 11.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
 - 11.2.1 for any parts of the Telehousing Service that were terminated during the Minimum Period of Service, Termination Charges, as compensation, equal to:
 - (a) X per cent of the Recurring Charges for any remaining months of the first Minimum Period of Service, where X per cent is calculated in accordance with the table below; and
 - (b) during the first 12 months of the Minimum Period of Service only, any waived Installation Charges for the part(s) of the Telehousing Service that have been terminated.

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%

12 SERVICE AMENDMENT

- 12.1 Except in the circumstances set out in Paragraphs 6.2.3, 6.2.4 and 12.2 of this Schedule, if either of us wishes to vary the specification of the Telehousing Service it will notify the other, detailing the proposed change and the reason for it and:
- 12.1.1 Both of us will discuss the proposed change;
 - 12.1.2 within a reasonable time of receipt of a proposed change, or the date of the discussions under Paragraph 12.1.1 above, whichever one of us receiving receipt of a proposed change will notify the other whether the proposed change is feasible and the likely financial, contractual, technical and other effects of the proposed change;
 - 12.1.3 within a reasonable time of notification of the effects of a proposed change, whichever one of us receiving the notification will advise the other whether it wishes the Contract to be amended to incorporate the change; and
 - 12.1.4 where both of us agree a change to the Contract, it will be recorded in writing and will form part of this Contract when signed by both of us.
- 12.2 When the Contract is entered into in a country where BT is obliged by law, or by BT's agreement with a public telecommunications operator, to trade with all BT's customers for the Telehousing Service on the same or particular terms then Paragraph 12.1 will not apply and BT may amend this Contract on 28 days' Notice to you.

13 IP ADDRESSES AND DOMAIN NAMES

- 13.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Telehousing Service will at all times remain BT's property or the property of BT's suppliers and will be non-transferable. All of your rights to use such IP Addresses or Domain Names will cease on termination or expiration of the Telehousing Service.
- 13.2 BT is unable to ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and BT has 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 are responsible for all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and all fees that BT pays to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.
- 13.5 BT may require you to select a replacement Domain Name or URL and may either refuse to provide or may suspend Telehousing Service if, in BT's opinion, there are reasonable grounds for BT 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 6.7 or otherwise unlawful.

14 BT EQUIPMENT

- 14.1 BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.
- 14.2 You will not:
- 14.2.1 use BT Equipment other than in accordance with BT's 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 BT) to do so; and
 - 14.2.2 move or relocate any BT Equipment without BT's prior written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation.

15 CUSTOMER EQUIPMENT

- 15.1 **Installation**
- 15.1.1 You will:
 - (a) 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 BT;
 - (b) correctly connect Customer Equipment to the Resilient Power Feed as set out in Paragraph 8.2.13;
 - (c) ensure that the Customer Equipment is always in accordance with the Rack Layout Diagram, any changes to which will be carried out through change control and will be subject to BT's agreement, not to be unreasonably withheld;

- (d) not install any Customer Equipment which occupies more than the space available in the Location;
- (e) clearly label all Customer Equipment, Racks, shelving and components; and
- (f) unpack the Customer Equipment in a suitable environment in an allocated area, outside of the aisle, in the Site.

15.1.2 You are responsible for:

- (a) all testing and maintenance of the Customer Equipment to ensure that the installation has been correctly carried out by you; and
- (b) keeping the Site clean and tidy by removing all packages and waste.

15.1.3 If BT, or one of BT's approved contractors, is required to provide any materials or assist you with any necessary installation work, BT will contact you with regards to any resultant Charges before undertaking the work, unless this is not reasonably practicable.

15.1.4 In the event that you do not comply with your obligations in relation to Paragraph 15.1.1(b) of this Schedule, BT will notify you of such breach and will give you 10 days to rectify the situation by either:

- (a) removing any additional Customer Equipment from the Footprint; or
- (b) agreeing and making relevant alterations to the Rack Layout Diagram with BT.

15.1.5 If you fail to respond to such notification, BT may suspend the Telehousing Service immediately. BT will contact you to inform you that suspension has occurred and you will have a further five days to rectify the situation.

15.1.6 If you fail to rectify the situation in accordance with Paragraph 15.1.5, BT may terminate this Contract with immediate effect in accordance with clause 18.1 of the General Terms. You will remain responsible for payment of the Charges during any period of suspension.

15.2 Maintenance

15.2.1 You will:

- (a) maintain the Customer Equipment in good working order and keep the Location tidy and free from safety hazards at all times;
- (b) ensure that no installation of, modification, alteration or addition to the Customer Equipment would result in changes to:
 - (i) the floor loading that exceed the Maximum Floor Loading;
 - (ii) the heat output of the Customer Equipment that exceed the Maximum Heat Output; or
 - (iii) the power consumption of the Customer Equipment that exceeds the Maximum Power Load;
- (c) comply with any rules, for example data centre Site Regulations, applicable to the Customer Equipment or the Site at all times;
- (d) comply with any directions given by BT if any interference occurs between the Customer Equipment and the equipment of a third party. If BT establishes, following an investigation undertaken by BT 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 will pay such sums on demand to BT or such third party as BT may specify;
- (e) not use the Customer Equipment 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 BT's or any other party's reputation; and
- (f) 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 BT or the Site Owner. If you fail to comply with any such Notice, BT may carry out the work and invoice you for BT's reasonable costs of doing so.

15.2.2 BT may:

- (a) inspect and record the condition of the Location; and
- (b) repair, maintain, clean, alter or rebuild any part of the Site.

15.2.3 BT may, within reason and 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.

15.2.4 All Customer Equipment shall remain the property of you or your licensors.

15.3 Relocation

15.3.1 Subject to Paragraph 15.3.2, BT may on not less than three months' 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 will be borne by BT.

- 15.3.2 BT will, when specifying the timescale for any relocation of the Customer Equipment, use reasonable endeavours to consult with you and to agree a timescale that causes minimum disruption to the operation of the Telehousing Service.

15.4 Removal

- 15.4.1 On expiry or termination of the Telehousing Service, you will be responsible for the removal of the Customer Equipment from the Site and such removal will occur within 10 Business Days of the date of termination or expiry of the Contract.
- 15.4.2 In the event that you fail to remove the Customer Equipment from the Site by the date of termination, BT may charge you reasonable costs for the storage and handling of the Customer Equipment at the Site on a daily basis.
- 15.4.3 BT may remove any Customer Equipment at your expense, for reasons of security, fire, hazards or breach of this Schedule. When practicable, Notice will be given but, in emergency cases, Customer Equipment may be removed by BT without Notice.

16 WEEE DIRECTIVE

- 16.1 You will be responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 (“**WEEE Directive**”) 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**”).
- 16.2 Each of us acknowledge that for the purposes of Article 13 this Paragraph 16 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 16.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.

17 PURCHASED EQUIPMENT

17.1 Consumer Regulations

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

17.2 Sale of Goods

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

17.3 Transfer of Title and Risk

- 17.3.1 Title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full.
- 17.3.2 If BT delivers or installs 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 BT’s negligence.
- 17.3.3 If BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.

17.4 Acceptance

17.4.1 The Purchased Equipment will be deemed to have been accepted:

- (a) if BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
- (b) if BT installs the Purchased Equipment, at the earlier of:
 - (i) the Service Start Date in accordance with Paragraph 7.1.4; and
 - (ii) if you notify BT in writing that the Purchased Equipment does not work but that is due to minor Incidents that do not affect the Purchased Equipment’s performance, the date of that notice.

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

17.5 Warranty

- 17.5.1 At any time during the period of 12 consecutive months following acceptance of the Purchased Equipment in accordance with Paragraph 17.4.1(a) or during the period of 12 consecutive months following the Service Start Date in accordance with Paragraph 17.4.1(b), if you report to BT that there is an Incident in the Purchased Equipment which is due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's 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 BT's instructions, if any;
 - (b) the Purchased Equipment has been modified without BT's written consent;
 - (c) the Incident is due to accidental or wilful damage, interference with or maintenance of Purchased Equipment by persons other than BT, or a third party authorised by BT;
 - (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.
- 17.5.2 If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement as set out in Paragraph 17.5.1.

17.6 Security

- 17.6.1 You are responsible for the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- 17.6.2 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

Part C – Service Levels

18 SERVICE AVAILABILITY

18.1 Availability Service Level

BT will maintain power to the Rack at 100 per cent measured in minutes, over a calendar month period, starting from the Service Start Date by at least one of the two power feeds within the Resilient Power Feed (“**Availability Service Level**”).

18.2 Availability Service Credits

The following Service Credits apply at the Global Switch Data Centre:

18.2.1 If a Critical Outage occurs you will 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 18.2.1(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 18.2.1(a) and 18.2.1(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, in addition to any amounts under Paragraphs 18.2.1(a), 18.2.1(b) and 18.2.1(c), a credit equivalent to one per cent of the annual Recurring Charges payable on that date.

18.2.2 Where a Critical Outage affects part or parts of the Footprint only, the credits under Paragraph 18.2.1 will be apportioned and allowed per square metre (and pro rata in the case of a part) of the affected Footprint.

18.2.3 Service Credits are available for a maximum of three Critical Outages in any period of 30 days.

The following Service Credits apply at the Ark Data Centre:

18.2.4 If a Critical Outage occurs you will receive the following:

Availability in a month (100 x (number of minutes in the calendar month where there is a Critical Outage))/(number of minutes in the calendar month)	Service Credit as a percentage of the total monthly Recurring Charges for the affected Footprint
<100%	10%
<99.99%	15%
<99.95%	20%
<99.9%	26%
<99.8%	50%

18.2.5 Where a Critical Outage affects part or parts only of the Footprint, the credits under Paragraph 18.2.4 will be apportioned and allowed per square metre (and pro rata in the case of a part) of the affected Footprint.

18.2.6 Service Credits are available for a maximum of three Critical Outages in any period of 30 days.

19 REQUESTS FOR SERVICE CREDITS

19.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which an Incident occurred by providing details of the reason for the Claim to the following address:

19.1.1 by post to:

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

- 19.1.2 by email to ahsupport@bt.com.
- 19.2 Any failure by you to submit a request in accordance with Paragraph 19.1 will constitute a waiver of any Claim for Service Credits in that calendar month.
- 19.3 Upon receipt of a valid request for Service Credits in accordance with Paragraph 19.1;
 - 19.3.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and
 - 19.3.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.
- 19.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 19.5 The Service Levels under this Schedule will not apply:
 - 19.5.1 in the event that clause 8 of the General Terms applies;
 - 19.5.2 during any trial period of the Telehousing Service;
 - 19.5.3 to failures due to any Force Majeure Event;
 - 19.5.4 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tells you about;
 - 19.5.5 to any Incident not reported in accordance with Paragraph 9 above; or
 - 19.5.6 if you have not complied with the Contract.

Part D – Defined Terms

20 DEFINED TERMS

In addition to the defined terms used in the General Terms, capitalised terms used in this Schedule will have the following meanings:

“Ark Data Centre” means the Ark Cody Park Data Centre and the Ark Spring Park Data Centre.

“Ark Cody Park Data Centre” means the located at Cody Park, Iweley Road, Farnborough, Hampshire, GU14 0LH.

“Ark Spring Park Data Centre” located at Spring Park, Westwells Road, Corsham, Wiltshire, SN13 9GB.

“Availability Service Credit” means the Service Credit calculated at the standard Availability Service Credit rate or at the elevated Availability Service Credit rate as applicable.

“Availability Service Level” has the meaning given in Paragraph 18.1.

“Business Hours” means between the hours of 0800 and 1700 in a Business Day.

“Critical Outage” means a complete loss of Telehousing Service to the Customer Equipment caused by a complete loss of power to the Resilient Power Feed.

“Customer Committed Date” means the date provided by BT on which delivery of the Telehousing Service (or each part of the Telehousing Service, including to each Site) is due to start.

“Customer Contact” has the meaning given in Paragraph 8.1.1.

“Customer Equipment” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Telehousing Service.

“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 you or on your behalf by using the Telehousing Service.

“De-installation Charges” means the charges payable by you on de-installation of the Telehousing 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.

“EU” means the European Union.

“Footprint” means an area of space in the Site available for Customer Equipment, that for:

- (a) the Global Switch Data Centre is a maximum size of 600mm wide x 1000mm deep x 2250mm high; and
- (b) the Ark Data Centre is a maximum size of 800mm wide x 1200mm deep.

“Global Switch Data Centre” means the Global Switch East data centre and the Global Switch North data centre.

“Global Switch East” means the data centre located at 3 Nutmeg Lane, London E14 2AX.

“Global Switch North” means the data centre located at 240 East India Dock Road, London E14 9YY.

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

“Indexation Date” has the meaning given in paragraph 10.4.1.

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

“Local Area Network” or **“LAN”** means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).

“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” means the maximum permissible weight allowed per Rack Footprint.

“Maximum Heat Output” means the maximum heat output (kW) allowed per square meter.

“Maximum Power Load” means the maximum gross power consumption for each Footprint.

“Media Handling” has the meaning given in Paragraph 7.4.1.

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

“Notice of Non-Renewal” has the meaning given in Paragraph 6.2.1.

“Notice to Amend” has the meaning given in Paragraph 6.2.3.

“Planned Maintenance” means any Maintenance BT has planned to do in advance.

“Rack” means a device that will house the Customer Equipment on the Footprint, provided by either of us as set out in the Order. It will be 600mm wide x 1000mm deep x 2250mm (42U) high unless otherwise agreed with BT 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 Telehousing Service or applicable part of the Telehousing Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.

“Remote Hands” means the Service Option that comprises assistance by BT to carry out routine tasks on your behalf at the nominated Footprint.

“Remote Hands Service Quota” has the meaning given in Paragraph 3.1.5(h).

“Remote Hands Tasks” has the meaning given in Paragraph 3.1.5(e).

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

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

“Retail Price Index” means the All Items Retail Prices Index published by the Office for National Statistics.

“Service Desk” has the meaning given in Paragraph 7.1.1.

“Service Level” means the Availability Service Level.

“Service Management Boundary” has the meaning given in Paragraph 4.1.

“Service Options” has the meaning given in Paragraph 3.

“Site” means the data centre from which the Telehousing Service is provided, as set out in any applicable Order.

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

“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 BT from time to time.

“Standard Service Component” has the meaning given in Paragraph 2.

“Tape Change Schedule” has the meaning given in Paragraph 4.1.

“Telehousing Service” has the meaning given in Paragraph 1.

“Territory” means the country in which BT is registered as resident for corporate income tax purposes.

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

“Ticket” has the meaning given in Paragraph 9.1.2 and may also be known as a **“fault reference number”**.

“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 Telehousing Service or applicable part of the Telehousing 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 Telehousing Service, or the number of minutes the Telehousing Service was used for) with the relevant fee as set out in the Order.

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

“WEEE” has the meaning given in Paragraph 16.1.

“WEEE Directive” has the meaning given in Paragraph 16.1.