



SPECIFIC CONDITIONS	BT TELEHOUSING SERVICE
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These Terms and Conditions contain the terms and conditions regulating the provisioning of the BT Equipment Housing/Data Center Service (hereinafter referred to as "the Service").

In case of conflict between the General Conditions and these Specific Conditions, the order of priority will be as indicated in the former.

The Customer, either on its own behalf and representation or through the person authorized to do so, hereby declares that it has read and undertakes to comply with these specific conditions. The customer also authorizes that the data included in this contract be included in an automated file belonging to BT España, Compañía de Servicios Globales de Telecomunicaciones, S.A.U. (BT) without prejudice to what is established in Organic Law 15/1999, of December 13th and in the regulations that put it into practice. The Customer may exercise its rights of access, rectification, cancellation and opposition by writing to BT, C / Isabel Colbrand, 6-8,28050, Madrid, or through BT's customer support and claims services, in which case the Customer will identify itself in the same way as it does for the contracting of any service with BT.



Definitions

The following definitions will be applicable when appropriate, in addition to those contained in the General Terms and Conditions of the Contract.

"Datacenter" means the data center(s) owned and operated by BT and used in the provisioning of the Service.

"Power" is related to the fixed part of the energy that the customer will pay for as the maximum that its equipment will reach while operating within the conditioned space. It is measured in KW.

"Power usage" refers to the variable part due to the usage of the equipment installed in a conditioned space. It is measured in KWh.

"PUE", *"Power Usage Effectiveness"*, is the result of dividing the total power usage associated with a datacenter (that of the IT systems plus the power usage of the secondary systems that provide service to said equipment - electrical distribution systems, cooling systems, lighting, etc.) by the exclusive usage of the IT systems.

"STS", Static Transfer System, is a high-speed switch that can transfer electrical charges from one AC source to another in a fraction of an electrical cycle.

"RFS", Ready For Service, point at which the delivery of the service is accepted by mutual agreement between the Customer and BT.

"Incident" refers to an incident that is not part of the standard operation of a Service and that causes or may cause an interruption in the Service's IT GSS, or a reduction in its quality.



1. **SCOPE OF SERVICE**

The Service consists of the availability of physical space for the placing of computer equipment owned by the Customer in the Hosting Room at facilities that BT makes available to the customer and in accordance with the service levels established in this contract



2. BT TELEHOUSING SERVICE DESCRIPTION

2.1. Service Description

This service allows the Customer to house the Equipment in the Hosting Room, the connection thereof to the electrical outlet, the management of incidents and requests in the process, and access by the Customer to the Hosting Room.

The Service consists of:

- a) Space for physical hosting, connected and prepared for a certain electrical power, as well as prepared infrastructures for the Datacenter itself, such as, ventilation systems, fire-fighting systems, physical security, etc.
- b) *Standard Operations* detailed below. These operations are included in the contracting of the Housing Space.
- c) Connection to a 16 or 32A redundant electrical outlet, with a power usage meter.

As part of the Basic Service, BT is committed to:

- a) Providing the Customer with the necessary infrastructure to house the Equipment with a local area network connection for its correct operation, provided that it complies with the minimum technical requirements considered in these documents, explained below. The installation of the Equipment is the Customer's responsibility, taking place under BT's supervision.
- b) Supplying the Equipment with the necessary electrical power through a connection per Device to the electrical grid, within standard levels of safety and stability.
- c) Allowing access for the Customer's accredited staff to perform the necessary installation and maintenance work on the Equipment, complying at all times with the regulations for Access to the Hosting Room detailed below.
- d) Offering Equipment connectivity, as long as it meets the technical requirements and the customer contracts the services.
- e) Allowing the remote management of the Equipment through the telematic access services that the Customer contracts with BT for this purpose, in accordance with the provisions of the previous point.
- f) Carrying out standard operations, in accordance with the Customer's instructions, limiting said operations to the following tasks:

BT TELEHOUSING STANDARD OPERATIONS
Carry out periodic shift reports 24x7 (3 a day).
Management, supervision and registration in DBs of all accesses.
Escort and accompany the Customer's personnel, or the maintenance provider authorized by the Customer, when accessing BT facilities.
Registration, preparation and delivery of documentation to the Customer regarding the taking in and out of DC equipment.
Visual review of technical rooms.
Review and monitoring of weather / humidity in technical rooms on a regular basis three (3) times a day.
Checking the status indicators of the Customer's equipment. This type of verification is done: <ul style="list-style-type: none"> • Periodically between 24 and 03h. • By sending daily alarm reports to BT support teams after visual inspection, as an available service included as standard.
Documentation of the Customer devices inventory and equipment distribution diagram (layout) of its rack(s). The inventory includes brand, model, equipment serial number, code assigned by BT and (if it exists) code assigned by the Customer.
Telephone calls support.
Remote technician service for HW reset / review.



Insert, extract and manage storage devices, for example LTO Tapes, up to once a week.
Assist and follow actions and indications in the Customer's rack.
Secure cables to the connection, change network cables.
Restart servers, monitoring the restart.
Support to TPM's sent by the Customer.

- g) Carry out advanced operations, in accordance with the Customer's instructions. The completion of these operations **will involve an additional cost** resulting from multiplying the number of thirty (30) minute periods necessary to complete the operation by the price of a period. The final price will be communicated to the customer before perform any activity. BT will require a formal acceptance of the additional charge.

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BT TELEHOUSING ADVANCED OPERATIONS
Remote technician service for equipment configuration.
Insert, extract and manage storage devices, more than once a week.
Notify the Customer via email about alarmed equipment after reviewing list provided by the customer.
Sending / receiving material upon request 24 hours in advance.
Scanning of delivery notes and shipment to Customer.
Capacity service and good practice advice.
Cable service, patching and wiring labeling service - labeling.
Placing in customer-owned rack and wiring of Housing servers.
Preparation and cleaning/tidying up of wiring that could have been messed up over time and of the conditions of the customer's equipment in its rack.
Cabling audit services.
Install switches, routers and network equipment.
Replace hardware parts
No advanced operation will be carried out before having the acceptance by the customer of the additional charge.
If necessary, the customer's specific materials that are necessary are not included by default in the cost of the service.

- h) Store the Equipment sent by the Customer, if applicable, that has been previously specified by the Customer, and for a maximum period of seven (7) calendar days. If the Customer does not proceed to install the Equipment before these seven (7) days, the latter will be billed for its total storage time, including said first seven (7) calendar days.

2.2. Access to the Hosting Room

The Customer's staff that accesses the Hosting Room will be composed of a maximum of two (2) persons, who must be duly identified and will be accompanied at all times by BT personnel.

At the time of signing this contract, the Customer will be authorized to access the MyBTArea portal so that, through an administrator user of his/her own organization, he/she can register in the portal the name of the persons authorized by him/her to carry on the indications regarding the manipulation of the Equipment, request the execution of the actions themselves of the datacenter's operating service and access the Hosting Room. BT is not responsible for the assignment of permissions to the Customer's personnel.

The portal must include the authorized personnel during the installation phase and the one who is authorized, if different, after the RFS.

The Customer commits to updating the list of authorized persons in the MyBTArea portal in case of any change that makes the modification of the permissions necessary.

2.3. Incident management and remote manipulation in the Hosting Room

BT will manage and resolve, in the shortest possible time, all the incidents that may affect the normal conditions of the physical hosting of the Equipment, such as lack of electrical power, room temperature of the Hosting Room or connectivity of the Equipment to the Network. However, BT



will not perform interventions or diagnose hardware, operating system or equipment applications problems.

Upon studying its feasibility, BT may execute remote actions on the Equipment, in accordance with the Customer's instructions. Any action that BT carries out on the Equipment at the request of the Customer, must be properly documented by the latter, and BT is not liable for any damage caused to the Customer's Equipment and computer systems as a result of the Customer's erroneous instructions and/or the lack of precision of the Customer's indications.

2.4. Remote Management of Customer Equipment

The Customer may remotely manage its Equipment, through any of the following options that must be contracted separately:

- IP Connect Access
- Internet Access
- Secure Access (for example, through BT Seda functionality)

The costs associated with connectivity are not included by default in the provisioning of the service.

2.5. BT's Responsibilities

Service delivery

BT undertakes to provide the utmost diligence in the delivery of the service and to put it into production in the agreed terms, provided that it has all the necessary information for it or that there are no causes of force majeure not attributable to BT, such as natural disasters, attacks, strikes, etc.

Return of Service

Unless otherwise specified, this contract does not include services to migrate equipment or information that is the property of the customer once the contract term has ended. Likewise, BT will not be responsible for the customer's equipment housed in the datacenter once the contract is terminated.

Service Level Agreements

BT undertakes to comply with the following service level agreements that are detailed below:

Power availability

Description	Commitment
Amount of time per month that BT guarantees the power supply to the equipment in a BT Data Center.	99,99%

Specific exclusions	Level of compliance	Penalties
Those equipment that does not have a double power supply will be left out of the SLA.	>= 99,99%	0%
	97,50% - 99,99%	1%
	97,49% - 95%	2%
	<= 94,99%	3%

Temperature & humidity conditions

Description	Commitment
Amount of time per month that BT guarantees Temperature and Humidity conditions in the technical rooms in a BT Data Center. <ul style="list-style-type: none"> Room temperature: 22°C - 18°C Humidity: 40% - 55% 	99,99%

Specific exclusions	Level of compliance	Penalties
N/A	>= 99,99%	0%
	97,50% - 98,99%	1%
	96,99% - 95%	2%
	<= 94,99%	3%

Network connectivity availability

Description	Commitment
Amount of time per month that BT guarantees the correct connectivity between the customer's equipment and the rest of the circuits of the BT Datacenter.	99,9%

Specific exclusions	Level of compliance	Penalties
It will be mandatory that client computers have at least 2 ports connected to two different switches.	>= 99,90%	0%
	97,50% - 99,90%	1%
Other external connectivities, for example WAN, are not considered.	97,49% - 95%	2%
	<= 94,99%	3%

2.6. Customer's Responsibilities

Upon accepting the contract, the customer assumes the following responsibilities within the scope of compliance with the contract and services to be provided by BT:

- Responsibility for the Customer's Equipment (software licenses, hardware and support contracts, upgrades with third parties) that are owned or leased by the Customer, remain the Customer's responsibility.
- The Customer, at BT's request, and due only to security reasons that might affect the normal operation of the platform, will provide all the relevant information about its IT infrastructure that might not be managed by BT, but that is interconnected with / could interfere with the Service.
- The customer, at BT's request, and due only to security reasons that might affect the normal operation of the platform, will transfer the administrator passwords and the necessary authorization levels to BT.
- The Service that BT provides to the Customer is sized according to the Customer's requirements and the information provided by the Customer on current or anticipated use. In the event of an increase in usage that exceeds the Service's capacity, they will not be

guaranteed by BT until they have been upgraded to adapt them to the usage in accordance with a Request for Change agreed between the Parties.

- e) The Customer shall, at its own cost, and prior to the connection date, complete all the modifications or updates of any type that are necessary for the Equipment to be technically compatible with the Service.
- f) The Customer is responsible for assuring that the equipment that it connects to the service complies with the specifications regarding the standards of electricity connection and supply previously notified by BT.
- g) The Customer shall, before the installation of the Equipment, obtain all the licenses, legal or administrative authorizations necessary for the placing and operation of the Equipment in the Hosting Room.
- h) The Customer shall appropriately insure the Equipment against any damage that might occur to it. Likewise, the Customer will be responsible for protecting the Equipment in its Internet connection, having to define its security policy.
- i) The Customer shall use the Service according to BT's instructions and be responsible for the use and faults in the Equipment and in the rest of the equipment located in the Hosting room as a result of incorrect handling on its part.

2.7. Technical requirements for the Customer's Equipment

The Equipment shall comply with the following technical specifications. Failure to comply with any of these requirements may cause the Service Level Agreements to not apply to these devices:

- a) The power supply will be carried out through an IEC-320/C14 plug. If the plug is different, the Customer must provide the necessary cable and accessories to provide an adaptation to this standard.
- b) The Equipment supplied in DC requires preparation tasks prior to its installation, so the Customer must inform of the arrival of equipment with these characteristics at least one (1) week in advance.
- c) The Equipment fed in the Hosting Room shall have a double power source that allows its interconnection to the two independent power supply branches. If it does not have this
 - the Customer can contract an STS line that simulates the double power supply and that entails an additional charge or
 - the Equipment will be excluded from the electricity availability service level agreements.
- d) The Equipment's Network connections must be Ethernet RJ-45. The equipment that does not have this connection will have to have an adequate adapter.
- e) The Equipment's Ethernet LAN Network cards must be configured at a fixed speed, this being 100 Mbps-1Gbps.
- f) The Equipment's SAN Fiberchannel network cards must be configured at a fixed speed, this being 8 Gbps.
- g) The keyboard, monitor and mouse must be compatible with the existing datacenter.
- h) Equipment connected to IP Connect or Internet with BT Seda must have an RJ45 connector.
- i) The Customer may not have connections with crossed cables, or any other type of cable, not expressly authorized by BT.
- j) The management interface of the Equipment via LAN is necessarily IP.



2.8. **Use of the Service**

BT will be able to give the Customer as many instructions on the use of the Service as it deems appropriate in order to guarantee the security of the rest of the equipment housed in the BT Hosting Room and the quality of the Service for the rest of BT's customers and users.

BT in no case will be responsible for the prejudicial consequences caused to the Customer arising from the loss of data or information contained in the equipment housed in the Hosting Room for the provisioning of the Service.

3. CONTRACTED VOLUMETRIES AND BILLING PLAN

3.1. Types of fees

All the fees included in this section are included on the Order Form and, if applicable, in the extensions of this Contract.

The fees related to the service can be:

One-off Fees

- a) One-off fees applicable to the commissioning of the Service:
 - Fees for initial preparation of the footprint.
 - Fees for wiring / connecting redundant power line.
 - Fees for STS line in case of equipment with a single power supply.
 - Fees per rack, in case the Customer contracts it from BT.
 - Fees for connections with additional infrastructure, if any.
- b) Occasional one-off fees during the validity period of this Contract:
 - Fees for regularization of power usage, if any (not applicable for Barcelona-Pedrosa site).

Monthly Recurring Fees

- c) Fixed Monthly Fees
 - Recurring fees for the placing of the equipment and the Maximum Power Usage right determined on the order form.
 - Fees for estimated power usage of the equipment installed in customer racks and the preparation to optimize its operation. The power usage for the monthly invoicing will be estimated and a biannual regularization will be made based on the reading of the rack counters in the months of June and December. (Not applicable for Barcelona-Pedrosa site)
 - Fees for the use of LAN and SAN ports, if any.
- d) Monthly Variable Fees
 - Fees for Advanced Operations made in the previous month.
 - Fees for Materials needed to perform advanced operations.

3.2. Minimum Service Period

Once the Contract has been signed by both parties, the Minimum Service Period shall be one year from the Operational Service Date (FSO). In the event that the Customer terminates the Service prior to the Minimum Service Period and in a manner other than the one regulated in the General Conditions, the Customer must, in addition to the discounts granted both on the One-Off Fees and on the Monthly Fixed Fees, if applicable, pay the monthly Fixed Fees of this Period remaining at the time of termination.

4. SPECIFIC CONDITIONS

4.1. Security

The Customer is responsible for the security and correct use of all the User Identifiers, keywords and passwords. BT reserves the right to suspend the access to the Service at any time if BT has any indication that a violation of the security or a bad use of the Service exists or probably exists. BT will notify the Customer as soon as possible after it has done this.

The Customer shall inform BT immediately if any reason exists to believe that a User Identifier, password or keyword assigned by BT is, or probably will be, known by anyone who is unauthorized to use it or is being, or probably is, used in an unauthorized manner.

BT reserves the right to demand of the Customer that it change any or all of the keywords or passwords associated with the Service that are used by the Customer in relation to the Service.

The Customer should not change, or try to change, a User Identifier. If a Customer forgets or loses it or wishes to change a password or User Identifier assigned by BT, the Customer should contact BT and successfully pass all the security verifications that BT might require.

When the data backup service has been selected by the Customer, BT will provide the backup service that will permit the Customer to recover the data. BT will provide the backup service. However, the data recovered using this service is totally the Customer's responsibility and BT does not take on any responsibility for the quality of this data unless otherwise agreed in writing.

4.2. Internet

The Customer acknowledges that the Internet network is separate from the Service and BT; and that the use of Internet is exclusively at the Customer's risk and is subject to all the applicable laws. BT will not have any responsibility whatsoever with regard to any information, software, service or other materials obtained by the Customer using Internet.

BT will assign a single IP host address. BT may make additional IP addresses available which are subject to BT's appropriate approvals regarding the use and BT's Fees at the time.

When IP addresses are assigned to the Customer, these may only be used with the Service, and all title and rights regarding those IP addresses, including the right to recover or change these IP addresses, belong to BT. The Customer may not sell or agree to transfer them to third parties. At the time of termination or expiration of this Contract, for whatever the reason, the Customer has to immediately stop using the IP addresses.

BT reserves the right to reassign the IP addresses as needed in order to comply with the operational requirements and the RIPE conditions. Under such circumstances, BT will notify this matter to the Customer thirty (30) days in advance.

To avoid any doubt, BT does not own any IP address and, therefore, cannot transfer any right to the Customer with regard to any IP address.

4.3. Domain Name

The Customer guarantees that it is the owner of, or that it is duly authorized by the owner of, any registered trademark or name that it wishes to use as its Domain Name and use as part of its URL.

The Customer may not use a Domain Name or URL that infringes upon the rights of any person, registered trademark or commercial name, or the rights of third parties.

BT reserves the right to require of the Customer that it select a replacement Domain Name or URL, and it may refuse to provide the Service or may suspend it if, in BT's opinion, the Domain Name or URL is, or probably will be, offensive, abusive, defamatory, obscene, illegal or in any other way triable by law.

4.4. Confidentiality

Neither of the parties may use or disclose to any other person or entity (except to their advisors, agents or affiliates) confidential information related to this Contract or to an Order, including, but not limited to, information regarding prices, End Customer information and technical specifications



provided by another party, orally or in writing, except to the extent that this is required by a legal or regulatory provision or when it becomes necessary in order to comply with its obligations by virtue of this Contract. Each of the parties likewise agrees to adopt the necessary measures in order to guarantee that the unauthorized persons cannot have access to that information. All the information or any other property provided by one party to the other will be returned to the party that has provided it when so required of it.

Nothing contained in this Contract or in an Order prohibits or limits a party from making use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies)

- a) that was previously known by it
- b) developed by it independently
- c) acquired from a third party that is not obligated to not disclose that information
- d) that is or becomes of common knowledge without this having entailed a breach of this Contract or of an Order.

However, neither of the parties may:

- e) publicize this Contract, an Order, or their purpose
- f) indicate that a Product or Service has been approved or backed up by the customer / BT
- g) use the name, the commercial name, the registered trademark or the symbol of the Customer or BT or of its respective affiliates on BT's or the Customer's lists of customers.

In the event that it might be applicable, BT will carry out an automated processing of the End Customer's personal data. If appropriate, the corresponding document would be formalized between BT and the file manager for the sake of complying with what is indicated in article 12 of the Personal Data Protection Organic Law in force. BT shall adopt the necessary measures of a technical and organizational nature, especially those that are legally determined, to guarantee the security of the personal data and to prevent its alteration, loss, unauthorized processing or access, taking into account the state of the art, the nature of the data supplied and the risks to which it is exposed, whether arising from human action or from the physical or natural medium.

4.5. Use of names and brands

All the brands and trademarks of each of the parties are and will continue to be the exclusive property of that party. Neither BT nor the Customer will acquire any right over the brands or trademarks of the other party, unless otherwise agreed in writing.

Unless otherwise stated by the customer, the customer authorizes BT during the term of the contract to use, for strictly commercial purposes, the customer's reference brand and description of the services that are rendered to it.

4.6. Code of conduct

Both parties undertake to carry out their activity without incurring in any illegal, non-ethical or fraudulent action.

4.7. Taxes

Unless otherwise indicated, BT will apply the taxes associated with the services rendered in accordance with the legislation in force of the country issuing each invoice.

4.8. Contract termination and Early termination

This contract will be automatically terminated, unless otherwise agreed beforehand, once the foreseen term of the service rendering has passed.

This contract may be terminated early under the following casuistries:

- a) By mutual agreement between both parties with a prior record in writing.
- b) Due to a serious and repeated non-fulfillment of the service levels agreed by BT due solely to causes attributable to BT.



- c) Due to the foreseen impossibility of BT to continue with the rendering of the service under the agreed terms. In this case, BT will notify the customer in writing at least 60 days in advance.
- d) Due to the breach by the customer of its obligation to pay during the rendering of the service.

In the event that the customer wishes to terminate the contract unilaterally prior to the foreseen date of the contract, and BT has made specific investments for the fulfillment of the customer's requirements, the customer will take on the payment of the pending amortizations.

Unless otherwise agreed in writing, this proposal does not include any possible costs, if there are any, associated with the cancellation of the contract and migration of data from BT's platform or installations to another location.