



**BT Telehousing [Farnborough & Corsham] UK Service  
Service Schedule**

<b>Relevant CUSTOMER Entity (“Customer”)</b>	<b>Relevant BT Entity (“BT”)</b>
<b>CUSTOMER Registered Address</b>	<b>BT Registered Address</b>
<b>CUSTOMER Contact</b>	<b>BT Contact</b>
Name: Title: Telephone: Fax: Email:	Name: Title: Telephone: Fax: Email:
<b>CUSTOMER Billing Address</b>	

This Contract for Telehousing Services consists of the attached Terms and Conditions, the Telehousing Service Schedule, the Telehousing Service Level Agreement, the Customer Requirements Form and the Order Form (collectively the “Contract”)

**FOR CUSTOMER:**

By: \_\_\_\_\_  
(Authorised Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**FOR BT:**

By: \_\_\_\_\_  
(Authorised Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**SUMMARY OF CONTENTS – TERMS AND CONDITIONS**



**BT TELEHOUSING SERVICE SCHEDULE**

**SUMMARY OF CONTENTS – SERVICE SCHEDULE**

- 1 Service Description
- 2 Use of Customer Space
- 3 BT's Responsibilities
- 4 The Customer's Responsibilities
- 5 Customer Equipment
- 6 Early Termination
- 7 Service Levels

**1. Service Description**

**1.1 Overview**

The Service is the provision of a Footprint in a Site in a controlled environment suitable for the installation of the Customer Equipment. Additional optional components are available as indicated in this Service Schedule.

**1.2 Core Service Components**

**1.2.1 Footprint**

- (a) The Service will include a minimum of one Footprint. The number of Footprints to be supplied to the Customer are set out in the Customer Requirements Form.
- (b) Each Footprint will be on a raised floor unless otherwise indicated in the Customer Requirements Form.
- (c) The maximum floor loading for each Footprint is 1,000kg ("**Maximum Floor Loading**"), unless otherwise indicated on the Order Form

**1.2.2 Environment**

Sites offer the following facilities:

- (a) Direct Air-flow cooling is supplied to each Footprint;
- (b) maintenance of an average room air temperature at 22.5 degrees Centigrade within a tolerance of plus or minus 5.5 degrees Centigrade; and
- (c) cooling for a heat load of between 4kW and 30kW per footprint can be provided
- (d) the relative humidity will be maintained at 50%  $\pm$  30%

Where the facilities that are available in a Site differ from the facilities described in this Section 1.2.2, such variations will be set out in the Customer Requirements Form.

**1.2.3 Fire Detection and Suppression**

Each Site is equipped with:



## **BT Telehousing (Farnborough & Corsham) UK Service Service Schedule**

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- (a) a high sensitivity smoke alarm system;
- (b) monitoring and alarm equipment; and
- (c) portable fire extinguishers.

### 1.2.4 Site Security

- (a) Security Guards - Security guards patrol the Site 24x7x365. The Site is monitored by closed circuit TV cameras with alarms interconnected to an on-site monitoring system. Perimeter fencing is maintained around the whole estate.
- (b) Electronic Access Cards (“EACs”) are used without exception. These are in the form of Temporary or Permanent Access Cards. Temporary Access Cards are only valid on the date of issue.

For Operational reasons Permanent Electronic Access Cards may be provided to the Customer on the Operational Service Date or when the Customer visits the Building. The customer will be expected to undertake a Site Induction course before a Permanent Access Card is issued.

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

upon arrival, Visitors will be checked in against the required logs and asked to provide identification in the form of a valid UK Photo Driving License or Passport. Visitors will be checked against a Customer/ BT authorised list before entry is permitted

### 1.2.6 General Access

- (a) The Customer must pre-book any access to the Site within a minimum 24 Hours prior notice to BT. Booking must be registered by telephoning or emailing the Service Desk, logging a visit request and obtaining a ticket/docket number.

## 1.3 Optional Features

The following Service options are applicable to the Customer when specified on the Customer Requirements Form.

### 1.3.1 Racks

BT will provide the Customer with Racks for use on Customer Footprint(s). Racks provided by BT are fitted with Combination locks on the front and rear doors.

### 1.3.2 Power

- (a) BT will provide a Resilient Power Feed to the Racks or Footprints. The Customer is responsible for connecting the Customer Equipment correctly to the Resilient Power Feed as set out in clause 3.6. of the Conditions. The power rating at each Rack (per electrical feed) will be 230/240V AC.
- (b) Each 230/240V AC electrical feed is fused in the power distribution units at 32 amps .Where Racks are provided by BT, the Resilient Power Feed will terminate on separate power strips within the Rack. Where Racks are provided by the Customer, the Resilient Power Feed will be terminated in two separate commando sockets located in ‘Tap-off’ boxes above the racks. The maximum recommended power load must not exceed the figures identified in Section 1.3.2 (e) below, or as indicated in the Customer Requirements Form.



## **BT Telehousing (Farnborough & Corsham) UK Service Service Schedule**

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- (c) Electrical feeds to the Customer Equipment will be backed up by the use of a standby generator and uninterrupted power supplies.
- (d) The standard power consumption is 4kW per footprint. The maximum gross power consumption should be no more than 30kW for a single Footprint ("**Maximum Power Load**").

### 1.3.3 Remote Hands

- (a) This Service option is only available to Customers who order a Rack to be supplied by BT for use on the Footprint.
- (b) "**Remote Hands**" means assistance by BT to carry out routine tasks on behalf of the Customer at the nominated Footprint in accordance with the Customer's instructions. Such tasks may include:
  - (i) lamp status checking;
  - (ii) power recycling;
  - (iii) button pushing; and/or
  - (iv) removal/insertion of cords, cables and plugs,  
 ("**Remote Hands Tasks**").
- (c) Where ordered and indicated in the Customer Requirements Form, the Customer may request BT to perform Remote Hands Tasks for two (2) hours per Month or multiples thereof ("Remote Hands Service Quota"). Each request to perform any Remote Hands Tasks will be classified as taking thirty (30) minutes and will be deducted from the Remote Hands Service Quota accordingly. Requests to perform Remote Hands Tasks in excess of the Remote Hands Service Quota will be subject to an additional charge. Any unused portion of the Remote Hands Service Quota will not be carried forward to the next consecutive Month.
- (d) The Customer acknowledges that BT is entitled to treat instructions from the Customer Contact regarding the Service as bona fide authorised requests for and on behalf of the Customer.
- (e) BT reserves the right to require the Customer to confirm the details of a Remote Hands request in writing, email or fax.

### 1.3.4 Media Handling

- (a) BT will insert and remove back-up compact discs and/or tapes provided by the Customer at the relevant Rack in multiples of ten (10) tapes ("Media Handling"). The schedule of frequency of changes and location of tapes ("Tape Change Schedule") shall be provided by the Customer and set out in the Customer Requirements Form .
- (b) All Media Handling will be performed at the relevant Rack between the hours of 0900 and 1200 (midday) on the relevant Business Day.
- (c) Used compact discs and tapes will be stored in the Customer's Rack or they will be passed to the data centre security team for collection by the customers chosen external Media Storage Company. (for the avoidance of doubt, the customer will be responsible for contracting directly with their media storage company of choice).
- (d) In an emergency and on the Customer's request to the Service Centre, BT will recover the Customer's media, if available in the Rack or from a delivery by the customers Media Storage Company, within four (4) Business Hours of the request and carry out the reasonable instructions of the Customer with regards to the insertion and storage of those compact discs and/or tapes. This shall be carried out at an additional charge.

### 1.3.5 Cross Connect Cabling (Internal Cabling)



## **BT Telehousing (Farnborough & Corsham) UK Service Service Schedule**

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- (a) Subject to any technical constraints, where possible BT will arrange for Cross Connect cabling at an additional charge.. The connection to the Customer Equipment at the Footprint and connection to the Network or any third party network is not part of the Service.
- (b) BT reserves the right to make an additional charge for any other necessary installation work for wiring within the Site where as a result of a request or requirement by the Customer.

### **2. Use of Customer Space**

- 2.1 The Customer acknowledges and agrees that nothing in this Service Schedule is intended to create any relationship of landlord and tenant between BT and the Customer and the Customer will have no right of exclusive possession of nor prohibit or restrict entry to the Footprint by BT. BT will at all times retain control of, and all legal interest in the Footprint and the Customer will not use the Footprint or the Site for any purpose other than stated in this Service Schedule.

### **3. BT's Responsibilities**

#### **3.1 Provision of Service**

In consideration of the Customer's obligations to BT, BT agrees to:

- (a) install and connect the power supply to the Footprint or BT supplied Rack (but not the Customer Equipment), (where power is ordered as indicated in the Customer Requirements Form);
- (b) provide the Service for the duration of this Service Schedule and, where applicable, in accordance with the service levels set out in the Service Level Agreement; and
- (c) Where indicated in the Order Form, provide the optional Service components as set out in Section 1.3 of this Service Schedule to the Customer.

#### **3.2 Service Desk**

- 3.2.1 BT will provide the Customer with the contact numbers (either telephone or fax, as appropriate) of designated contact points, collectively "**Service Desk**", which will be the Customer's contact points for reporting faults, making enquiries relating to the Service, issuing of trouble tickets and, where applicable, logging Remote Hands, Visitor access and Media Handling requests. The Customer will be able to use the numbers to contact BT to report faults, order services or make enquiries 24 hours per day, 365 days a year.

- 3.2.2 A Remote Hands request must be registered using the Service Desk telephone number and quoting the relevant passwords. The call request will be logged and BT will use reasonable endeavours to respond within two (2) hours during Business Hours and within four (4) hours outside of Business Hours.

#### **3.3 Fault Reporting and Fault Repair**

- 3.3.1 The Customer will report faults in the Service to the Service Desk using the reporting procedures and quoting the relevant passwords notified and agreed by BT. The Customer will provide BT with a Customer contact name and telephone number (if different from the details specified on the Order Form).

#### **3.4 Planned Maintenance**



## **BT Telehousing (Farnborough & Corsham) UK Service Service Schedule**

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- 3.4.1 From time to time, BT or the Site Owner may schedule maintenance of the Service. Where possible Planned Maintenance will be during low traffic periods outside Business Hours. Before doing so BT will give the Customer as much notice as possible, and whenever practicable will agree with the Customer when the Service will be suspended.
- 3.4.2 BT aims to give the Customer a minimum of seventy-two (72) hours prior notice before conducting Planned Maintenance.
- 3.4.3 BT shall have no liability to the Customer for interruptions of the Service due to maintenance activities carried out in a case of emergency or interruptions due to Planned Maintenance.

### **4. The Customer's Responsibilities**

#### **4.1 Administration**

- 4.1.1 The Customer will provide BT with a completed Order Form without which BT is unable to proceed.
- 4.1.2 The Customer will provide BT with the name(s) of the individual(s) to contact for service management matters ("**Customer Contact**") and all requisite contact details as set out in the Order Form. The Customer will notify BT of any changes to the Customer Contact details in writing as soon as practicable. The Customer Contact will be responsible for any issues relating to the Service, including providing BT assistance and information during implementation of the Service, reporting of any fault in the Service and for all subsequent fault management communications between BT and the Customer. The Customer Contact will be available during the period of implementation of the Service and during Business Hours. The Customer acknowledges 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 any applicable Service Level Agreement).
- 4.1.3 The Customer acknowledges that BT is entitled to treat instructions from the Customer Contact regarding the Service as bona fide authorised requests for and on behalf of the Customer.

#### **4.2 Passwords and Electronic Access Cards**

- 4.2.1 For operational reasons BT may allocate to the Customer password(s) and EAC's that would be used in connection with the Service, but ownership of the EAC's will remain with BT and/or the site owner at all times.
- 4.2.2 The Customer is responsible for the security and proper use of all passwords and EAC's allocated by BT (including changing such passwords on a regular basis). The Customer must take all necessary steps to ensure that passwords are kept confidential and that EAC's are not provided to unauthorised people and that the Customer will not keep the address of the Building with the EAC's. Where the Customer is provided with a PIN number with the EAC's, the Customer will be responsible for maintaining the security of that PIN number and will not keep the PIN number with the EAC.
- 4.2.3 The Customer must immediately inform BT if there is any reason to believe that a password allocated by BT has, or is likely to, become known to someone not authorised to use it or is being, or is likely to, become used in an unauthorised way. The Customer must immediately inform BT if an EAC has been lost, stolen or misplaced. The Customer shall pay all BT's reasonable expenses in providing a replacement EAC as notified to the Customer.
- 4.2.4 BT reserves the right to suspend a password or withdraw access from an EAC (whatever the case may be) where BT reasonably believes that password or EAC security has not been maintained, or on expiration or termination of this Service Schedule. BT will notify the Customer as soon as possible after it has suspended a password or withdrawn access from an EAC.



## **BT Telehousing (Farnborough & Corsham) UK Service Service Schedule**

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- 4.2.5 If the Customer forgets, loses (including where the password has been stolen) or wishes to change a password allocated by BT, the Customer must contact BT and satisfy such security checks as BT deems necessary.
- 4.2.6 BT reserves the right (at its sole discretion) to require the Customer to change any or all of the passwords allocated by BT and used by the Customer in connection with the Service.
- 4.2.7 The Customer must, as soon as reasonably practicable, inform BT of any changes to the information that the Customer supplied in relation to the security of the Service.
- 4.2.8 BT reserves the right to treat a failure to comply with this Section 4.2 as a material breach in accordance with Clause 19.1(b) of the Conditions.

### **4.3 Access and Visitors**

- 4.3.1 The Customer will provide BT with a list of all Visitors who shall be entitled to enter the Site with appropriate proof of identity in accordance with this Service Schedule. The Customer will promptly inform BT of any changes to the list of Visitors.
- 4.3.2 The Customer will procure that Visitors to the Site:
- (a) will provide proof of identity in the form of a UK Photo Driving License or Passport
  - (b) are suitably competent to carry out the necessary tasks;
  - (c) will follow BT's instructions within the Site including all Site Regulations;
  - (d) will not cause any change to or interfere with the Site or the equipment of any third party customers of BT; and
  - (e) will do nothing to cause the Site to be in anything other than a clean and tidy condition.
- 4.2.3 BT and the Site Owner reserve the right to 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 the Customer has failed to request a right of access from BT or provide the right proof of identity. Neither BT or the Site Owner will be responsible for the consequences of any such refusal or failure or delay by the Customer in notifying it of its access requirements. 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;
- 4.2.4 The Customer shall be solely responsible for the acts or omissions of any Visitor to the Site and shall indemnify BT in respect of any damage or loss whatsoever to either the Site, the BT Equipment or any third party equipment, howsoever caused by any Visitor.

## **5 Customer Equipment**

### **5.1 Installation**

- 5.1.1 The Customer will:
- (a) provide and install the Customer Equipment on the Footprint(s) or in the Racks (as applicable) in accordance with this Service 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 clause 3.6 of the Conditions;





## **BT Telehousing (Farnborough & Corsham) UK Service Service Schedule**

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- (c) ensure that the Customer Equipment is always in accordance with the Rack Layout Diagram, any changes to which shall be carried out through change control and shall be subject to BT's agreement, not to be unreasonably withheld;
- (d) not install any Customer Equipment which occupies more than the space available in the Location; and
- (e) clearly label all Customer Equipment, Racks, shelving and components
- (f) Unpack the Customer Equipment in a suitable environment provided by the Site Owner outside of the Datarooms.

5.1.2 The Customer is responsible for:

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

If BT or a BT approved contractor is required to provide any materials or assist the Customer with any installation work or removal of packages and waste, BT reserves the right to make an additional charge for such requests.

5.1.4 In the event that the Customer breaches its obligations in relation to Section 5.1.1(b) of this Service Schedule, BT will notify the Customer of such breach and will give the Customer ten (10) days to rectify the situation by either;

- (a) Removing any additional Customer Equipment from the Footprint; or
- (b) Agree and make relevant alterations to the Rack Layout Diagram with BT;

Where the Customer fails to respond to such notification, BT reserves the right to suspend the Service immediately. BT will contact the Customer to inform that suspension has occurred and the Customer will have a further five (5) days to rectify the situation. Where the Customer fails to do so, BT reserves the right to terminate this Contract with immediate effect in accordance with Clause 19.1(b) of the Conditions. For the avoidance of doubt, the Customer will remain responsible for payment of the Charges during any period of suspension.

## **5.2 Maintenance**

5.2.1 The Customer 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;





## **BT Telehousing (Farnborough & Corsham) UK Service Service Schedule**

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- (ii) the heat output of the Customer Equipment that exceed the Maximum Heat Output; or
- (iii) the power consumption of the Customer Equipment that exceed the Maximum Power Draw;
- (c) comply with any statutes, regulations and codes of practice applicable to the Customer Equipment or the Site at all times;
- (d) 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 the Customer;
- (e) comply with any directions given by BT if any interference occurs between the Customer Equipment and the equipment of a third party. Should BT establish, following an investigation undertaken by BT, in BT's sole discretion, that the interference is caused by the Customer Equipment, the Customer shall be responsible for the cost of repairing or replacing any damaged equipment belonging to any third party and shall pay such sums on demand to BT or such third party as BT may specify;
- (f) not use the Site except for the retention and operation of the Customer Equipment and will make all reasonable endeavours not to cause any injury, damage, nuisance to or interfere with any person or property including (without limitation) the Site and/or any equipment owned by third parties which may from time to time be located at the Site;
- (g) not make any alteration or addition (whether structural or non-structural) whatsoever in or to the Site;
- (h) not use the Customer Equipment for any illegal or unlawful purpose under any applicable law or in a manner or for a purpose which constitutes a violation or infringement of a third party's rights (including intellectual property rights), or is harmful or detrimental to the reputation of BT or any other party; and
- (i) make good any damage or any unauthorised alterations to the Site or equipment of any third party for which the Customer is liable within ten (10) days of a written notice from BT or the Site Owner. If the Customer fails to comply with any such notice, BT may carry out the work and the cost shall be reimbursed by the Customer on demand.

5.2.2 BT reserves the right, at all times, to:

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

5.2.3 BT reserves the right, at all times, on reasonable notice (except in cases of emergency), to;

- (a) remedy any breach of the Customer's obligations under this Service Schedule where the Customer fails to do so within a reasonable time of a verbal request by BT to do so at the Customer's expense, and;
- (b) disconnect any part of the Customer Equipment in the case of an emergency without incurring any liability to the Customer or to clients of the Customer.

### **5.3 Relocation**

5.3.1 Subject to Section 5.3.2 of this Service Schedule, BT shall have the right exercisable on not less than three (3) months written notice to the Customer to require the Customer Equipment to be moved from its Footprint and to be installed in another Footprint in the Site for operational or any other reason. All reasonable costs and expenses incurred in connection with such relocation of the Customer Equipment shall be borne by BT.



# BT Telehousing (Farnborough & Corsham) UK Service Service Schedule

5.3.2 Without prejudice to the rights of BT pursuant to Section 5.3.1 of this Service Schedule, BT agrees that in specifying the time-scale for any relocation of the Customer Equipment, BT shall use reasonable endeavours to consult with the Customer and to specify a time-scale that causes minimum disruption to the operation of the Service and will not be liable for any interruption of the Service arising as a result of such relocation.

## 5.4 Removal

5.4.1 On expiration or termination of this Service, the Customer shall be solely liable for the removal of the Customer Equipment from the Site. Such removal must occur by the termination date. In the event that the Customer fails to remove the Customer Equipment from the Site within this period, BT reserves the right to charge for, and the Customer shall pay for, the storage of the Customer Equipment at the Site on a daily basis.

5.4.2 BT reserves the right to remove any Customer Equipment at the Customer's expense, for reasons of security, fire, hazards or breach of this Service Schedule. Where practicable, notice will be given but, in extreme emergency cases, Racks may be removed by BT without notice.

## 6. Early Termination

6.1 The Charges payable by the Customer to BT upon early termination of the Service (within the Minimum Period) shall be X% of the recurring Charges which would have been payable for the remainder of the Minimum Period had this Service Schedule not been terminated, where X% is calculated in accordance with the table below:

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

## 7 Service Levels



## ***BT Telehousing (Farnborough & Corsham) UK Service Service Schedule***

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7.1 Service levels and performance credits are specified in the Service Level Agreement Schedule.



# BT Telehousing (Farnborough & Corsham) UK Service Service Level Agreement Schedule

## BT TELEHOUSING SERVICE LEVEL AGREEMENT

### 1. Service Level Agreement

- 1.1 BT agrees that availability of power to the Rack will be maintained at 100% over a Month by at least one of the two power feeds within the Resilient Power Feed. Unavailability of power means any interruption that causes the Customer's Equipment to fail caused by a loss of power, to both power feeds simultaneously within the Resilient Power Feed, unless such loss of power has been caused by the Customer..
- 1.2 Without prejudice to any other remedy or right of claim on the part of the Customer pursuant to this Agreement) except where the same is due to any act omission or default by the Customer, if a Critical Outage occurs and even if BT can demonstrate that it has used its reasonable endeavours to perform the Services.

Service Credits will be calculated on a monthly basis for each order. Breach of the availability stated gives the customer the right to a service credit as follows

Availability in a month (100 x (number of minutes in the calendar month where power is not available from the Aisle Tap-Off Points (i.e. there is no supply available from either the A supply or B supply))/(number of minutes in the calendar month))	Service Credit of total monthly [Hosting Charge] for the Order
<100%	10%
<99.99 %	15%
<99.95%	20%
<99.9 %	25%
<99.8 %	50%

provided that:

- i. where a Critical Outage affects part or parts only of the Technical Space such credits shall be apportioned and allowed per square metre (and pro rata in the case of a part) of the Technical Space so affected, and;
- ii The aggregated Service Credits available to the customer in a month shall not exceed 100% of the Hosting Charges paid under the customer order in respect of the month to which the Service Credits relate
- iii) BT shall not be required to allow such credits in respect of more than four (4) Critical Outages in any one period of thirty (30) days during the term of this Agreement;

Any such credits shall be set off against the quarterly fee or other amounts due to Customer for the next following Payment Date (or such longer period if appropriate) or, if no such sums are due, such credit shall be paid by BT to the Customer within fourteen (14) days of the expiry or earlier determination of the term of the Agreement.

- 1.3 BT agrees that it will perform a Remote Hands request within one hour of the Customer's request during Business Hours, and two hours outside Business Hours.



## **BT Telehousing (Farnborough & Corsham) UK Service Service Level Agreement Schedule**

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### **2. Exclusions to the Service Level Agreement**

This Service Level Agreement will not apply where the unavailability of the Service is due to:

- (a) a cause beyond BT's reasonable control and which is covered by Clause 16 of the Conditions;
- (b) a suspension of the Service in accordance with the Contract;
- (c) a fault on the Customer's network or own equipment configuration;
- (d) Customer Equipment not being correctly connected to the Resilient Power Feed as set out in clause 3.6 of the Conditions;
- (e) any time where BT is awaiting information from the Customer or awaiting Customer confirmation that the Service has been restored;
- (f) scheduled or notified downtime covered by Section 3.3 of the Service Schedule;
- (g) faults or omissions of other Internet service providers;
- (h) any faults caused by the Customer's management or connection of the Service.

### **3. How to make a claim**

3.1 The Customer must make claims for a reduced charge in writing, within 1 month of the end of the Month in which the period of unavailability has been exceeded, and sent either :

(a) by post to :

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

(b) or by email to :

ahsupport@bt.com

3.2 The Customer must notify BT in writing of any dispute concerning any amount refunded, or not refunded (as the case may be), within 1 month of the date of BT's invoice.

### **4. How BT will pay the refund**

4.1 BT reserves the right to verify claims for reductions in the rental to ensure they are in accordance with this Service Level Agreement.

4.2 Once verified, claims will be paid to the Customer by means of a reduction in the Customer's rental charges for the Service on the next invoice.