

IT Services Hosting Service Services Schedule

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1. DEFINITIONS, INTERPRETATION AND STRUCTURE

The following definitions shall apply to this Service Schedule:

“Ancillary Documents”	means the Customer Handbook, Rate-card and Data Centre Rules and Security Policy.
“Ancillary Services”	means the Services described as such on the Order Form and described in Paragraph 3.3 of this Service Schedule.
“Back End”	means the network connection between the Customer premises and the Site.
“BT”	means BT IT Services Limited and/or BT plc as the case may be
“Business Hours”	means the local working hours 8am-6pm in a Business Day, unless otherwise advised to the Customer by BT.
“Charges”	means the charges payable by the Customer to BT in accordance with the Order Form.
“Commencement Date”	means the date of signature of the Customer Requirements Form.
“Core Services”	means the Services referred to in Paragraphs 3.2.2 and 3.2.3 of this Service Schedule.
“Cross-Connect”	means a physical or wireless interconnection within a Site that (i) exits the Location or (ii) connects the Customer to another BT customer outside of the Location; provided that the medium or technology used for each Cross-Connect shall be agreed by the Parties in each instance.
“Customer Contact”	means the name(s) of individual(s) authorised to represent the Customer for Service management matters.
“Customer Handbook”	means the handbook provided to the Customer by BT that sets out in detail the processes and procedures surrounding the Customer’s use of the Location.
“Customer Equipment”	means any equipment that is capable of being installed in a Rack.
“Customer Information”	means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available (directly or indirectly) by or on behalf of the Customer by using the Service.
“Customer Website”	means the Customer’s Website(s) on the world wide web.
“Domain Name”	means a name registered with an Internet registration authority for use as part of the Customer’s URL.
Emergency Access	has the meaning set out in Paragraph 3.2.6 (d) of this Service Schedule.
“Change and Feasibility Study”	means a study, carried out by BT with the assistance of the Customer to determine whether or not any Racks, Customer Equipment or other equipment can be installed, moved or removed in accordance with the proposed course of action requested by the Customer.
“Footprint”	means a area of space in the Site designed for placing Customer Equipment and a Rack dimensions as specified on the Order Form.
“Hosting Service Desk”	has the meaning given to it in paragraph 9.1 of this Service Schedule.

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“In Service”	has the meaning given to it in Paragraph 14.1 of this Service Schedule
“Internet”	means the global data network comprising interconnected networks using TCP/IP protocol suite.
“Internet Standards”	means the generally accepted professional standards of the Internet industry.
“Lease”	means the agreement for lease for the Site made between BT plc and the Site Owner.
“Location”	means such part or parts of the Site occupied by the Customer including, but not limited to the area surrounding the Footprint.
“Minimum Period”	means the period set out on the Customer Requirements Form, starting on the Operational Service Date.
“Maximum Floor Loading”	has the meaning given to it in paragraph 3.2.1 of this Service Schedule.
“Maximum Heat Output”	has the meaning given to it in paragraph 3.2.2 of this Service Schedule.
“Maximum Power Load”	has the meaning given to it in paragraph 3.2.3 of this Service Schedule.
“Month”	means a calendar month.
“Operational Service Date”	means the date from which Charges will accrue and is calculated in accordance with Paragraph 14.1,
“Order Form”	means the Customer Requirements Form which has been completed and signed by BT and the Customer in respect of the Service and which specifies the charges for the Service.
“Planned Maintenance”	means any work planned in advance to be carried out by BT or on behalf of BT that may cause the Service to be suspended.
“Rack”	mean a device that will house the Customer Equipment on the Footprint provided by either BT or the Customer as indicated in the Order Form. The dimensions shall be set out in the Order Form.
“Rack Layout Diagram”	means the diagram agreed between BT and the Customer identifying all the Customer Equipment to be placed within the Footprint.
“Rate-card”	means the document provided by BT which sets out the services available to the Customer that can be ordered under this Service Schedule.
“Remote Hands”	has the meaning given to it in paragraph 3.3.2(a) of this Service Schedule.
“Remote Hands Tasks”	has the meaning given to it in paragraph 3.3.2(a) of this Service Schedule.
“Roll-out Date”	has the meaning given to it in Paragraph 14 of this Service Schedule.
Security Access List	means the list of the Customer’s approved personnel.
“Service(s)”	means the service(s), or where appropriate part of the service(s), identified in the relevant Order Form as described in this Service Schedule(s) and the Order Form.
“SFA”	has the meaning given to it on the Cover Page.
“Site”	means the data centre from which Service is provided.
“Site Owner”	means the Site operator who is the owner or lessor of the Site.
“Data Centre Rules	the document setting out the rules and regulations governing the conduct of

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and Security Policy”	persons, security procedures and health and safety in the relevant Site.
“Third Party Information”	means data, information, video, photographs, software and any other materials (in whatever form) not owned or generated by or on behalf of the Customer, published or otherwise made available by the Customer using the Service.
“Unescorted Access”	has the meaning given to it in paragraph 3.2.7 of this Service Schedule.
“URL”	means a Uniform Resource Locator, which is the full address for the Customer Website.
“Visitors”	means any Customer representative, whether an employee, agent, subcontractor, or other representative of the Customer, authorised to have access to the Site, Location and/or Footprint by the Customer.

1.2 To the extent that there is any conflict or inconsistency between the terms of the documents referred to in this Service Schedule, the order of precedence shall be as follows:

- (a) the CRF;
- (b) this Hosting Service Schedule;
- (c) the Rate-card;
- (d) the Data Centre Rules and Security Policy; and
- (e) the SFA.

1.3 The Customer will comply at all times and procure that its agents, employee, officers and subcontractors comply at all times with the provisions of this Service Schedule and the Ancillary Documents.

1.4 BT will provide and maintain a Customer Handbook for each Site

1.5 BT may amend the Ancillary Documents from time to time and such amendments shall not constitute changes under the Change Control Procedure. Changes shall be deemed to be effective from BT's written notice of a change being given to the Customer.

2. EFFECTIVE DATE AND DURATION

2.1 This Service Schedule is effective from the Commencement Date.

2.2 Unless otherwise agreed in writing between the Parties, the Service shall start on the Operational Service Date and will continue for the Minimum Period.

2.3 Where BT provides the Service in stages, the Minimum Period shall start from the first Operational Service Date. All Services including any additional Services ordered during the Minimum Period shall end on the same co terminus date either on expiry of the Minimum Period or in accordance with the notice given by either Party as set out in paragraph 2.8 as applicable.

2.4 At the end of the Minimum Period the Service will automatically continue until either Party terminates the Service in accordance with this Service Schedule.

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- 2.5 The Customer acknowledges that BT may vary the Charges at the end of the Minimum Period subject to giving the Customer 6 months prior written notice to take effect on or after expiry of the Minimum Period.
- 2.6 BT will provide the Service in accordance with the Service Level Agreement.
- 2.7 The provisions of clause 17.1 of the General Terms and Conditions shall not apply to this Service Schedule.
- 2.8 Either Party may terminate the Service in whole or in part by giving the other Party at least 6 months written notice at any time to expire on or after expiry of the Minimum Period without payment of termination charges.

3. SERVICE DESCRIPTION

Overview

- 3.1 The Service is the provision of one or more Footprints in a Site that has a controlled environment suitable for the installation of the Racks and Customer Equipment. The Customer may order additional services as set out in this Service Schedule.

3.2 Core Service components

3.2.1 Footprint

- (a) The Customer will order at least one Footprint. The number of Footprints to be supplied to the Customer is set out in the Order Form.
- (b) Each Footprint will be on a raised floor at the selected Site and as indicated in the Order Form.
- (c) The maximum floor loading for each Footprint is 900kg (“**Maximum Floor Loading**”).

3.2.2 Environment

BT will provide the following at Sites:

- (a) forced air cooling supplied to each Footprint;
- (b) a power draw for each Footprint as set out on the Order Form at a power factor of 0.9 lagging or 0.9 leading or better, unless otherwise stated on the Order Form.
- (c) maintenance of room air temperature at least 99.9% of the time at between 21 and 27 degrees Centigrade measured as an average across the return airflow sensors on the airflow handling units servicing the Location; and
- (d) maintenance of humidity at least 99.9% of the time at between 25% and 65% measured as an average across the return airflow sensors on the airflow handling units servicing the Location; and
- (e) cooling for a heat load of a maximum as set out on the Order Form (“**Maximum Heat Output**”) unless otherwise specified in the Order Form.

3.2.3 Power

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The absolute maximum amount of power that may be drawn by an individual Rack is 9 kW unless otherwise agreed by the Parties in writing (“**Maximum Power Load**”). The maximum average power that may be drawn by the Racks is 4 kW per Rack.

- (a) BT will provide electrical supplies to the Racks which will be fed from two dedicated power supply units. The power rating at each Rack (per feed) will be 32 Amps at 230/240V AC.
- (b) Electrical feeds to the Racks will be backed up by the use of a standby generator and uninterrupted power supplies. BT will make power available for 99.98% of the time to at least one of the A+B PDUs, measured quarterly.
- (c) The Customer must ensure that the maximum gross power consumption does not exceed the Maximum Power Load.
- (d) For the purposes of this Service Schedule, the power factor of an AC electrical power system is defined as the ratio of the real power flowing to the load to the apparent power, and is a dimensionless number between 0 and 1. Lagging power factors are caused by inductive loads. Leading power factors are caused by capacitive loads.
- (e) Subject to the applicable legislation for the Customer Equipment, the aggregate power draw of either power circuit must not exceed the contracted or rated capacity of the applicable Customer Equipment.

3.2.4 Fire Detection and Suppression

BT shall ensure that the Site is equipped with:

- (a) VESDA (Very Early Smoke Detection Apparatus) high sensitivity smoke alarm system;
- (b) monitoring and alarm equipment; and
- (c) fire suppression system and portable fire extinguishers.

3.2.5 Site Security

BT shall ensure that the Site is monitored by closed circuit TV cameras with alarms interconnected to an on-site monitoring system. BT shall provide a 24x7x365 manned facility, a bespoke high security gated entrance system and an anti ram protection and perimeter detection.

3.2.6 General Access

- (a) Visitors will be granted reasonable access on an escorted basis to the Footprint. If the Customer requires additional access to the Site the Customer may request additional escorted access from BT at rates, times and for the period agreed with BT or alternatively the Customer may select the additional Unescorted Access service set out in 3.2.7 below.
- (b) BT may notify the Customer at any time if it believes that the number of requests for escorted access are unreasonable. BT reserves the right to require that further visits are made on an unescorted basis as set out in paragraph 3.3.5 below at the appropriate additional charge.

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- (c) Except for Emergency Access, the Customer must pre-book any access to the Site with a minimum of twenty four (24) hours prior notice to BT. Booking must be registered by emailing the Hosting Service Desk in accordance with the provisions of the Customer Handbook, logging a visit request and obtaining a ticket/docket number. Customer must register its visit via the registration procedures, which are applicable to the visited Site.
- (d) Where urgent access is required to the Site at short notice ("Emergency Access") the Customer must comply with the relevant sections of the Customer Handbook and pre-book Emergency Access to the Site with a minimum of two (2) hours prior notice to BT. For the avoidance of doubt, such bookings may be made by phone call but access shall only be granted where the relevant procedures set out in the Customer Handbook, including the use of a security code, are followed.
- (e) Charges in relation to all types of access for Visitors are set out in the Rate-card.

3.2.7 Unescorted Access to the Site

- (a) Where the Customer requires regular visits to the Site, BT may provide the Customer's nominated representatives unescorted access to the Site by issuing proximity cards or such other security device as may be introduced from time to time.
- (b) Unescorted is subject to BT's agreement in writing. Where permitted, the Customer agrees to procure that its representatives who may use this Service:
 - (i) attend BT's safety induction training and the Customer shall pay the relevant fee for such training as specified in the Rate-card; and
 - (ii) agree and adhere to the **Data Centre Rules and Security Policy**.

3.3 Ancillary Service components

The Customer may order Service options set out in paragraphs 3.3.1 to 3.3.5 below. The Customer will pay the appropriate additional charge as specified on the Order Form and/or Rate-card.

3.3.1 Racks

Where requested on any Order Form, and in any case as may be required by the Site Owner with the Site is shared with other BT customers, BT will provide the Customer with Racks for use on Customer Footprint(s). Racks provided by BT will be provided as specified on the Order Form.

Where a Customer does not take the Racks option from BT, the Customer

- (a) must demonstrate to BT that the Rack Power Strips and related power equipment are fully tested and comply with the latest edition of the IEE Wiring Regulations (BS7671) otherwise BT has no liability for power outages as set out in paragraph 3.2.3(c);
- (b) label all Racks not supplied by BT in accordance with BT's instructions and
- (c) must be suitable for use in the BT data hall and comply with current regulations and safety rules.

3.3.2 Remote Hands

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- (a) **“Remote Hands”** means assistance by BT (or sub contractors on BT’s behalf) 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) hardware resets;
 - (iv) emergency or non-routine removal/insertion of tapes and other back-up devices to remedy fault conditions during a Business Day, within any limitations of the applicable Site. (This does not include either routine/business-as-usual removal or insertion of tapes and other back-up devices or the scheduled or unscheduled back-up of data); and/or
 - (v) removal/insertion of cords, cables and plugs,
- together individually, collectively or in any combination, the **“Remote Hands Tasks”**.
- (b) The Service is available 24x7x365. The Customer may request BT to perform Remote Hands Tasks in 30 minute slots during Business Hours and in one hour slots outside Business Hours.
- (c) The Customer will give clear instructions for all Remote Hands Tasks. BT will not be held liable for loss, damage or additional costs incurred by the Customer as a result of errors, omissions or ambiguity in the instructions, where BT follows such instructions;
- (d) the Customer will, if required by BT, confirm the details of a Remote Hands request in writing, email or fax.
- (e) before carrying out Remote Hands Task, the Customer will provide additional detail that BT may request.
- (f) BT’s only obligation with respect to Remote Hands is to carry out the express instructions of the Customer. BT may reject a Remote Hands request if such rejection is reasonable, at BT’s sole discretion, or if the task requested is not offered as part of Remote Hands.

3.3.3 Prior to the Customer using the Location at Sites where Cross Connect is available, BT will provide (at BT’s expense) and install Point of Demarcation (POD) Equipment (of a type reasonably determined by BT) in order to demarcate the Customer Equipment, unless otherwise agreed by BT in writing.

3.3.4 Use of designated areas at a Site

Where a Site has a

- (a) loading bay, any delivery to the Customer that is accepted at the Facility will be held in the Facility’s loading bay for up to twenty four (24) hours. BT reserves the right to remove the Equipment on expiry of this period at the Customer’s expense;
- (b) de-box area, the Customer may use this area to remove packaging from the Customer Equipment;
- (c) technical room, the Customer may use this area to temporarily “build” their solution outside the Footprint prior to relocating the solution to the Footprint.

4. PROVISION OF THE SERVICE

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- 4.1 BT will provide the Service with the reasonable skill and care of a competent telecommunications service provider. Except as expressly set out in this SFA, all warranties or representations (whether express or implied by statute, law or otherwise) are expressly excluded to the fullest extent permitted by law and the Customer acknowledges that the Customer has not relied on any such warranties or representations when entering into this SFA.
- 4.2 Unless otherwise agreed in writing, the Customer is responsible for providing all suitable Racks, computer hardware, software and telecommunications equipment and services necessary to access and use the Service, other than as specifically specified as a BT responsibility in the Order Form.
- 4.3 Where the Customer indicates to BT that the Service Back End is to be connected to a telecommunications network or circuit run by BT or a third party, it is the Customer's responsibility to arrange for such connection to be made, to pay any connection charge and to comply with any conditions relating to connection. Service under this Service Schedule does not include Back End connectivity.

5. USE OF THE SERVICE

- 5.1 The Service is provided solely for the Customer's own use and the Customer will not assign or resell or attempt to assign or resell the Service (or any part or facility of it) to any third party without BT's prior written consent. For the avoidance of doubt, this will not prevent the Customer from keeping equipment within the Footprints that belongs to its customers or that relates partially or wholly to the Customer's provision of services to its customers.
- 5.2 The Customer is solely responsible for any obligation or liability arising out of transactions of any kind entered into between the Customer and any third party accessing or acting in reliance on the Service, Customer Information, or Third Party Information. BT will not be a party to, or in any way responsible for, any transaction between the Customer and any third party.
- 5.3 The Customer is responsible for the creation, maintenance and design of all Customer Information.
- 5.4 The Customer must ensure that the Customer Information and any Third Party Information does not include any information or material, any part of which, or the accessing of which, or use of which would be a criminal offence or otherwise unlawful. In particular the Customer is responsible for obtaining all necessary licenses and consents (including, but not limited to, those from owners of copyrights or performing rights).
- 5.5 The Customer must comply with all consumer and other legislation, instructions or guidelines issued by any government body or regulatory authority, relevant licences and any other codes of practice which apply to the Customer and which relate to the provision of Customer Information or Third Party Information.
- 5.6 The Service must not be used in any way that does not comply with instructions given by BT as set out in this SFA or any other public telecommunications operator or other competent authority, in the country where the Service is provided.
- 5.7 The Customer must not use a Domain Name or URL that infringes the rights of any person in a corresponding trade mark or trade name.
- 5.8 The Customer is responsible for the acts and omissions of all Visitors in connection with the Service and is liable for any failure by any Visitor to perform or observe the terms and conditions of this SFA, including any instructions issued under this SFA.

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5.9 If the Customer uses:

- (a) the Service in contravention of Paragraphs 5.1 to 5.7 above; and/or
- (b) exceeds the permitted loads for power consumption; and/or
- (c) the Service in any other way which, in BT's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and the Customer fails to take corrective action within a reasonable period of receiving notice from BT in any case (i) no later than within 1 hour of such notification or (ii) provide a plan acceptable to BT to cease such interference or (iii) authorise BT to take action to resolve the interference,

BT may suspend the Service or any part following reasonable written notice to the Customer to that effect explaining why BT will suspend the Service. The Customer will rectify the problem within time period advised, or if no time period advise then within a reasonable period of such notification. Where the Customer fails to rectify the problem within such period, BT may terminate this Service Schedule following no less than 14 days written notice to the Customer to that effect.

5.10 If BT suspends the Service as set out in this paragraph 5.9, BT will resume the suspended Service as soon as reasonably practicable after it is reasonably satisfied that the Customer has rectified the breaches set out in this paragraph. BT will undertake any additional work required to re-provide the Service as part of a Remote Hands service at the agreed rates.

5.11 The Customer irrevocably and unconditionally agrees to indemnify and keep indemnified and to hold BT, BT plc, members of the BT group, BT Affiliates and their respective officers, directors and employees harmless against claims, losses damages, costs, expenses and liability (including arising from any breach of confidence or in connection with any infringement of intellectual property rights) arising from or in connection with:

- (a) any Customer Information, Third Party Information or other content or communication sent, provided or stored in connection with the Service;
- (b) the installation, maintenance or use of any software or other material installed by or on behalf of the Customer;
- (c) where applicable, any injury or damage to the Site or the BT Equipment used for the provision of this Service or other equipment belonging to BT or a third party which is located on the same Site.

6. USE OF CUSTOMER SPACE

6.1 The Customer acknowledges and agrees that nothing in this SFA or 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.

6.2 Without prejudice to clause 6.1, BT acknowledges and agrees that the Racks are for the sole and exclusive use of the Customer. BT shall not, site or attempt to site any Customer Equipment on the Racks belonging to the Customer unless the Customer gives its prior written consent. Further BT shall not, and shall take the measures as set out in this Schedule to ensure that those accessing the Site shall not, access, tamper with, remove or add to the Customer's

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Equipment housed within the Customer's Racks and shall forthwith notify the Customer if it believes, or has reasonable grounds to believe that there has been a breach of this clause 6.2.

7. CONNECTION OF THE CUSTOMER EQUIPMENT TO THE SERVICE

7.1 The Customer will ensure that any Customer Equipment that is attached (directly or indirectly) to the Service:

(a) is technically compatible with the Service and approved for that purpose under any relevant legislation; and

(b) wherever possible, includes dual power units capable of accepting 2 power supplies.

8. CUSTOMER EQUIPMENT

8.1 Installation

8.1.1 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) 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 (subject to feasibility) and shall be subject to BT's agreement, not to be unreasonably withheld;

(c) not install any Racks or Customer Equipment which occupies more than the space available in the Location; and

(d) clearly label all Customer Equipment, Racks, shelving and components.

8.1.2 The Customer is responsible for:

(a) providing the internal cabling and connecting the BT Equipment to any Racks and/or Customer Equipment; and

(b) all testing and maintenance of the Racks (except where the Racks are provided by BT pursuant to Paragraph 3.3.1) and Customer Equipment to ensure that the installation has been correctly carried out by or on behalf of the Customer.

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

8.1.3 The Customer will not permit any person other than BT or a BT approved contractor to make any connection or disconnection of the Racks or Customer Equipment to the power supply within the Site.

8.1.4 In the event that the Customer breaches its obligations in relation to paragraph 8.1.1(b) of this Service Schedule, BT will notify the Customer of such breach and will give the Customer fourteen (14) days to rectify the breach by either:

(a) removing any additional Racks and/or Customer Equipment from the Footprint; or

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- (b) agreeing and making 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 in writing to inform them that suspension has occurred and the Customer will have a further five (5) days to rectify the breach at which point BT shall reinstate the Services. Where the Customer fails to do so, BT reserves the right to terminate this Service Schedule with immediate effect. For the avoidance of doubt, the Customer will remain responsible for payment of the Charges during any period of suspension.

8.2 Maintenance

8.2.1 The Customer will:

- (a) ensure that the Racks and Customer Equipment are kept in good working order and, where any installation or maintenance has been carried out on a Rack or any Customer Equipment, comply with all relevant portions of the Customer Handbook and Data Centre Rules and Security Policy including the non-regular tidying of the Location in accordance with the Customer Handbook, Data Centre Rules and Security Policy and good health and safety practice.
- (b) ensure that no installation of, modification, alteration or addition to the Racks or 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 exceed the Maximum Power Load;
- (c) comply with any statutes, regulations and codes of practice applicable to the Racks, Customer Equipment or the Site at all times;
- (d) comply with the Data Centre Rules and Security Policy 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, following an investigation undertaken by BT, BT establish, 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 Racks and 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 (for the avoidance of doubt, this provision does not preclude: the movement by the Customer of its own Racks, de-bonding and re-earthing of its own Racks, or the moving of Customer Equipment between or within Racks, in each case subject to the feasibility requirements set out in Paragraph 13 of this Service Schedule);

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- (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 fourteen (14) 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.

8.2.2 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.

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

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

8.3 Relocation

8.3.1 Subject to paragraph 8.3.2 of this Service Schedule, BT shall have the right exercisable on not less than six (6) months written notice to the Customer to require the Racks and 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 Racks and Customer Equipment shall be borne by BT.

8.3.2 Without prejudice to the rights of BT pursuant to Paragraph 8.3.1 of this Service Schedule, BT agrees that in specifying the time-scale for any relocation of the Racks and Customer Equipment, BT shall use reasonable endeavours to consult with the Customer and to agree a time-scale with the Customer 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.

8.4 Removal

8.4.1 On expiry or termination of this Service, the Customer shall be solely liable for the removal of the Racks, IT cabling and all other Customer Equipment from the Footprint. Such removal must occur within ten (10) days of the date of termination or expiration, whichever occurs first. Until such removal the Customer shall continue to pay the Charges.

8.4.2 In the event that the Customer fails to remove the Customer Equipment from the Site following termination or expiry of the Service, BT reserves the right to charge for, and the Customer shall pay for, the removal and storage of the Customer Equipment at the Site on a daily basis, such period to be calculated from the date of expiration or termination of the Service, or the costs of shipping such equipment or disposing of it.

8.4.3 BT reserves the right to remove any Racks and Customer Equipment at the Customer's expense, for reasons of security, fire, hazards or breach of this Service Schedule. Where practicable, written notice will be given but, in extreme emergency cases, Racks and /or

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Customer's Equipment may be removed by BT without prior written notice (and in such circumstances BT shall provide notice as soon as reasonably practicable).

9 BT'S RESPONSIBILITIES

9.1 Hosting Service Desk

9.1.1 BT will provide the Customer with the contact details as appropriate of designated contact points, collectively "**Hosting 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 and Visitor access requests. The Customer will be able to use such details to contact BT to report faults 24 hours per day, 365 days a year and to order services or make enquiries during Business Hours, or as specified on the Order Form.

9.1.2 A Remote Hands request must be registered in accordance with the Customer Handbook.

9.2 Fault Reporting and Fault Repair

9.2.1 The Customer will report faults in the Service to the Hosting Service Desk using the reporting procedures and quoting the relevant password notified 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).

9.3 Maintenance

9.3.1 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. BT will share with the Customer its schedules for Planned Maintenance on a quarterly basis and for unplanned maintenance shall endeavour to provide the customer with as much notice as is practicable. In the event of any changes to Planned Maintenance, BT will, in the absence of written agreement from the Customer, provide at least 35 days' written notice to the Customer.

9.3.2 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.

9.3.3 BT will use reasonable endeavours to schedule all cabling and associated work outside of Business Hours for operational and safety reasons.

10 THE CUSTOMER'S RESPONSIBILITIES

10.1 Administration

10.1.1 The Customer will provide BT with a completed Order Form, without which BT is unable to proceed.

10.1.2 The Customer will provide BT with the Customer Contact and Security Access List. The Customer is responsible for maintaining the Security Access List and will notify BT of any changes to the Customer Contact and/or Security Access List 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 24x7x365. 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 Levels).

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- 10.1.3 The Customer acknowledges that BT is entitled to treat instructions from the Customer Contact (including the email addresses set out as such in the Security Access List) regarding the Service as bona fide authorised requests for and on behalf of the Customer.
- 10.1.4 Any request by the Customer for access (either escorted or unescorted), Remote Hands or any other Ancillary Services must be made as set out in the Customer Handbook.
- 10.1.5 The Customer must, as soon as reasonably practicable, inform BT of any changes to the information that the Customer supplied when ordering the Service.
- 10.1.6 BT and the Customer and their agents, employees and subcontractors must at all times comply with the relevant parts of the Customer Handbook that relate to the above optional features.

10.2 Access and Visitors

10.2.1 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 the provisions of this Service Schedule. The Customer will promptly inform BT of any changes to the list of Visitors. BT will only admit authorised Visitors to the Site in accordance with the Customer Handbook.

10.2.2 The Customer will procure that Visitors to the Site:

- (a) are suitably competent to carry out the necessary tasks;
- (b) will follow BT's instructions within the Site including all Data Centre Rules and Security Policy and relevant parts of the Customer Handbook;
- (c) will not cause any change to or interfere with the Site or third party equipment; and
- (d) will do nothing to cause the Site to be in anything other than a clean and tidy condition.

10.2.3 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. Neither BT nor 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.

10.2.4 BT shall use reasonable endeavours to notify the Customer promptly upon its exercising its rights set out in paragraph 10.2.3 of this Service Schedule or upon its notification that the Site Owner is exercising or has exercised its rights set out in paragraph 10.2.3.

10.2.5 The Customer shall be solely responsible for the acts or omissions of any Visitor to the Site and shall indemnify, keep indemnified and hold BT harmless 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.

11 INSURANCE

- 11.1 The Customer shall effect and maintain insurance throughout the duration of this Service in respect of:
- (a) the Racks, IT cabling and Customer Equipment in an amount equivalent to its full replacement value; and

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(b) public and product liability insurance for not less than £2,000,000 per incident.

- 11.2 The Customer accepts and acknowledges that the Racks, IT cabling and Customer Equipment are at the Customer's risk for the duration of this Service.
- 11.3 The Customer shall provide BT on request, certificate of insurance to evidence that the insurance referred to herein are in full force and effect.
- 11.4 If the Customer fails to provide satisfactory evidence of insurance, BT shall be entitled to require the Customer to amend its insurance or to purchase, at the Customer's expense, insurance to meet the Customer's obligations under this Paragraph 11.

12 INTERNET

Unless the Customer orders Internet access as part of the Service, the Customer acknowledges that the provision of Internet services is independent of the Service and BT and use of the Internet is solely at the Customer's risk and subject to all applicable laws. BT has no responsibility for any information, software, services or other materials obtained by the Customer using the Internet.

13 FEASIBILITY

- 13.1 Subject to Paragraph 13.2, no installation, movement or alteration of any Racks or Customer Equipment can be carried out without a Change and Feasibility Study being completed to BT's reasonable satisfaction in accordance with the Customer Handbook.
- 13.2 Installation, movement or alteration of any Racks or Customer Equipment can be carried out without a Change and Feasibility Study if such an action meets all the criteria set out in the Customer Handbook.
- 13.3 Where a Change and Feasibility Study is required, the Customer will be required to provide all information reasonably requested by BT to enable the study to be completed. Unless the study is completed to BT's reasonable satisfaction, the relevant Customer Equipment cannot be installed. Required information may include, but not necessarily be limited to, the following:
- (a) manufacturer, model number and size of Racks (where Racks are supplied by the Customer);
 - (b) proposed Rack positions;
 - (c) manufacturer and model number of any Customer Equipment;
 - (d) internal rack layout; and
 - (e) manufacturer's maximum power load in watts per device.

This information will be recorded and an asset tag assigned to the Customer Equipment for tracking and identification purposes.

- 13.4 Where a Change and Feasibility Study is required, BT will endeavour to complete the Change and Feasibility Study in five (5) working days from the provision of all required information from the Customer.

14. CHARGES

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Operational Service Date

14.1 BT will use its reasonable endeavours to provide the Service from the Operational Service Date set out in the Order Form but all dates are estimates.

14.1.1 The Operational Service Date for a particular Footprint occurs on the earlier of:

- a) the date that the Footprint is "In Service" in accordance with Paragraphs 14.1.2 -14.1.4 below; and
- b) the Roll-out Date specified in the Order Form in the event that insufficient Footprints have been ordered by the Customer to meet the Customer's minimum commitment specified in the Order Form and Paragraph 14.1.5 of this Service Schedule.

14.1.2 Where the Customer has ordered that BT shall provide the Rack for the relevant Footprint, that Footprint shall be considered to be In Service on the date from which the Rack has had power connected and power is available to be provided to any equipment from the Rack's power poles. For the avoidance of doubt, this does not require equipment or Customer Equipment to actually be installed in the rack, only that, were any such properly functioning equipment or Customer Equipment to be installed, it would be able to draw power.

14.1.3 Where the Customer orders that BT shall provide the Rack for the relevant Footprint, it must give BT reasonable written notice to allow BT to provide the Rack and install it on the Footprint so that the Footprint may be In Service by the date specified in the Order Form (or no later than the Roll-out Date for any outstanding Footprints where relevant). BT will have no liability to the Customer (including through Service Credits) in the event that insufficient notice is given to allow BT to take the Footprint In Service. In the event that insufficient notice is given to BT to allow BT to take any Footprints In Service by any Roll-out Date (where relevant), the Operational Service Date for those Footprints will occur on the relevant Roll-out Date.

14.1.4 Where the Customer has not ordered that BT shall provide the Rack, that Footprint shall be considered In Service from the date that BT makes power available to the Footprint.

14.1.5 The Customer may order Footprints at any time during the Term up to the limits set out in the Order Form. The Order Form shall also specify the Customer's minimum commitment in terms of dates by which a certain number of Footprints will be allocated to the Customer and charged for. These dates shall be known as Roll-out Dates. If the Customer has not ordered a number of Footprints equal to or greater than the amounts set out in the Order Form by the relevant Roll-out Dates then the Operational Service Date for the outstanding Footprints shall occur on the relevant Roll-out Date regardless of whether or not the Footprint is In Service.

Charging

14.2 BT will start invoicing Charges for Footprints (including the Footprint setup Charges where applicable) on a Footprint-by-Footprint basis starting from the relevant Operational Service Date for each Footprint.

14.3 Subject to paragraph 14.4 below, BT will invoice recurring Charges quarterly in advance.

14.4 Where the Customer orders Footprints in excess of its minimum roll-out commitments identified in the Order Form, BT will invoice the setup and first invoice for recurring Charges relating to such Footprints at the end of the quarter during which they were ordered (typically on the same invoice as the invoice for the next quarter's recurring Charges).

14.5 BT will invoice Charges for Ancillary Services and Services set out in Paragraph 3.2.6 of this Service Schedule at the end of the quarter to which they relate; and

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- 14.6 BT will invoice Charges for power monthly in arrears. The unit price for power is set out in the Order Form and may vary during the Term as set out on the Order Form.
- 14.7 Where BT has applied a discount for an agreed quantity of Footprints, the Customer shall ensure that it orders the agreed quantity of Footprints for BT to meet the In Service dates agreed. BT may charge a reservation fee in the event that the Customer does not order the full quantity by the dates required.
- 14.8 BT will apply additional Charges for use of the Service over and above the agreed limits set out in this Service Schedule or where the Service draws power in excess of the agreed limit. Such Charges will be calculated in accordance with the details recorded by or on behalf of BT.
- 14.9 The Charges for Footprints will be adjusted annually on each anniversary of the signature of the Order Form in accordance with RPI to reflect changes in RPI from the January preceding the signature date of this Order Form (or anniversary as applicable) to the following January prior to the date of the anniversary on which the adjustment falls due unless otherwise specified on the Order Form.

For example, if the Order Form is signed on 15th June 2015 for a 3 year term, the first adjustment would fall due on the 15th June 2016 and would be calculated as the change in RPI between January 2015 and January 2016. The second adjustment would fall due on the 15th June 2017 and would be calculated as the change in RPI between January 2016 and January 2017.

15. SERVICE LEVELS

- 15.1 In respect of each Service Level specified in Column 1 of the Table set out below (“the Table”) BT shall perform the Services in accordance with Performance targets set out in Column 2 of the Table.

The Table

Column 1 Service Level	Column 2 Performance Target
Power	Power: 99.982% uninterrupted power to at least one of the A + B Power Distribution Unit's at all times.
Room Temperature	Room Temperature: maintenance of room air temperature at least 99% of the time at 24 degrees centigrade +/- 3 degrees measured as an average across any three airflow sensors on the Air Handling Units servicing the Location
Room Humidity	Room Humidity: maintenance of humidity at least 99.9% of the time at between 25% and 65% measured as an average across any three return airflow sensors on the Air Handling Units servicing the Location