



**COVER PAGE**

<b>Customer Entity</b>	<b>BT Entity</b>
("Customer")	("BT")
<b>Customer Address</b>	<b>BT Registered Address</b>
<b>Customer Contact</b>	<b>BT Contact</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Email:</b>	<b>Email:</b>
<b>Telephone:</b>	<b>Telephone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>Billing Address</b>	<b>BT Data Centre Address/Contact</b>
<b>Country:</b>	<b>Country: Hong Kong</b>
<b>Address:</b>	<b>Address:</b>
	No. 43, Container Port Road, Kwai Chung, Hong Kong
<b>Telephone:</b>	<b>Telephone:</b>
<b>Email:</b>	<b>Email:</b>

This Agreement for Data Centre ("DC") Hosting Services consists of the attached Terms and Conditions, Service Schedule, Service Level Agreement and Data Centre Specification (collectively the "Contract")

Signed on behalf of **Customer** by its authorized signatory

Signed on behalf of **BT** by its authorized signatory

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## BT DATA CENTRE HOSTING SERVICE SCHEDULE

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#### 1. SERVICE DESCRIPTION

##### 1.1. Overview

The Service is the provision of a Footprint (or Footprints) in a Site in a controlled environment suitable for the installation of Customer Equipment. Additional optional components are required as indicated in this Service Schedule and will be set out in the relevant Order accompanying any Customer order. The parties note that the Customer may require additional services or terms that are not contemplated by this Service Schedule and these will be discussed and agreed on a case by case basis at the time of placing an Order. Any such changes will be either set out in the Order or will be dealt with by way of variation to this Service Schedule.

##### 1.2. Core Service Components

The Site shall have the minimum Core Service Components listed below and shall comply with the attached detailed Data Centre Specification.

##### 1.2.1. Rack Space (or Footprints)

- a) The Service will include a minimum of one Rack Space. The number of Rack Space to be supplied to the Customer is set out in the Charges Document.
- b) Each Rack Space will be on a raised floor at the selected Site. The dimension of size 600 mm width, 1100 mm depth, of maximum height 45U.
- c) Each Rack Space will be provisioned with standard dual power source and bundled power consumption stated in the Charges Document and additional power can be provisioned upon request.
- d) The minimum floor load bearing capacity for each Footprint is 12kPa (approximate 1200kg/sq.m.)

##### 1.2.2. Environment

The Site offers the following support facilities:

- a) Raised floor airflow cooling supplied to each Footprint;
- b) maintenance of an average room air temperature at 22 degrees Centigrade within a tolerance of plus or minus 2 degrees Centigrade; and
- c) A measured & recorded relative humidity to be delivered at 50% with a tolerance of plus or minus 10%; and
- d) Cooling for a heat load of 2KW per square metre. This equates to approximately 3.5kW of cooling for each Rack.

### 1.2.3. Fire Detection and Suppression

Each Site will be equipped with:

- (a) Very Early Smoke Detection Apparatus (VESDA);
- (b) monitoring and alarm equipment;
- (c) portable fire extinguishers; and
- (d) FM200 fire suppression system

### 1.2.4. Site Security

Security Guards - Security guards or personnel will patrol the Site(s) 24x7x365.

The Site(s) should be monitored by closed circuit TV cameras with alarms interconnected to an on-site monitoring system & recording system. CCTV cameras will be positioned at all ingress and egress sites external to the building and at the data hall (s).

### 1.2.5. Procedure for Access to Sites with Security Guards

- (a) A documented process for allowing access to the Site by Authorized Persons shall be documented by the parties. Upon arrival, Authorized Persons will be checked in against the required logs and asked to provide identification in the form of a valid identity card. Authorized Persons will be checked against a Supplier/ BT authorised list before entry is permitted; and
- (b) Site Owner representative will direct the Authorized Persons to the Footprint. The on site activities would be closely monitored. After completion of the work, the Authorized Persons could leave the site and return security pass card (if applicable).
- (c) Authorized Persons will comply with the data centre security policy attached in Annex 3 of this Schedule at each co-location property and Site.

### 1.2.6. Power

- (a) Site Owner will provide electrical supplies to the Rack which can be fed from two independent PDUs and UPS systems. The power rating at each Rack (per feed) will be 220V AC.
- (b) The standard rack includes 12+12 way BS1363 power bars. The recommended power load of full rack is 4kVA. Higher power capacity of full rack can be provided upon request and additional cooling enhancement may be applied.
- (c) Electrical feeds to Racks will be backed up by the use of a standby generator and uninterrupted power supplies.
- (d) The basic offer of each footprint is committed power model (2KVA / footprint minimum).

### 1.3. Optional Components

The following Service options are applicable to the Customer when specified in the Charges Document or Order Form.

#### 1.3.1. Remote Hands

**1.3.1.1.** This Service option is only available to Customers who order a Rack to be supplied by BT for use in the Rack Space.

**1.3.1.2.** "Remote Hands" means assistance by BT or the Site Owner to carry out routine tasks on behalf of the Customer at the nominated Rack Space in accordance with the Customer's instructions.

**1.3.1.3.** BT offer the following options of the "Remote Hands Tasks" for the Customer to consider:

- i. Basic Remote Hands Services will be provided by BT or BT approved contractor to carry out routine tasks listed in below table at the request of an authorised Customer Personnel.
- ii. Basic Remote Hands Services must be available 24 x 7 x 365, with a response time of 30 minutes for each registered request.

- iii. Basic Remote Hands Service is provided on a monthly basis with the subscribed number of hours per month (“**Remote Hands Service Quota**”) in the Charges Document or Order Form confirmed by Customer.
- iv. Each request to perform any Basic Remote Hands Tasks will be classified as taking sixty (60) minutes and will be deducted from the Remote Hands Service Quota accordingly.
- v. Requests to perform Remote Hands Tasks in excess of the Remote Hands Service Quota will be subject to an additional charge.
- vi. Standard Bundled Basic Remote Hands support time is usually in 2, 4 or 8 hours per month
- vii. Subsequent Basic Remote Hands support time may be purchased in 1 hour blocks.

S/N	Task Activity	Support Hours
1	Pushing a button, toggling switches	24 x 7 x 365
2	Power cycling a router, server, switch or other piece of Customer equipment	24 x 7 x 365
3	Providing visual verifications and inspection (remote eyes) to assist troubleshooting efforts;	24 x 7 x 365
4	Relaying Customer Equipment status;	24 x 7 x 365
5	Observation and reporting of status indicators or displays	24 x 7 x 365
6	Checking cables and equipment are secured	24 x 7 x 365
7	Checking on local environment in facility management premises	24 x 7 x 365

- viii. The Customer acknowledges that BT shall not be liable or responsible for any downtime caused by the above Basic Remote Hands Task 1 and 2, including any wrong instruction provided by the Customer or Customer’s authorised representative.

### 1.3.2. Storage of Customer Equipment

- a) Staging Room outside the computer hall at the Site can be served as short term storage of equipment delivered to the Site but not able to be installed immediately including Racks, Internal Cabling, servers, monitors, routers, firewalls or equipment related thereto (“**Stored Equipment**”).
- b) Subject to confirmation from the DC Helpdesk Centre that space is available, the Stored Equipment can only allow to store up to a maximum of one (1) request per week for a maximum storage period of Three (3) days. Storage requirement beyond Three (3) days will be charged extra.
- c) For the avoidance of doubt, this Service option does not include the checking, unpacking or installation by BT of the Stored Equipment.

### 1.3.3. Cabling Connection

- a) BT or BT approved contractor is able to provide the cabling connection at the Site from the Customer’s Rack Space to the following destinations which are chargeable to the Customer:
  - i. To the Site Meet-Me-Room (MMR), term as “**Cross Connection from Hosted Rack to MMR**”
  - ii. To another Rack Space

Each standard cabling connection for above a(i), a(ii) with 1 physical which can be either UTP (CAT5/CAT6) or Single Mode/Multi Mode Fiber.

- b) BT will schedule all overhead or under floor cabling work within the Site outside of Business Hours for operational and safety reasons.
- c) BT reserves the right to make an additional charge for any cabling work where as a result of a request or requirement by the Customer.

## 2. Use of Customer Space

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 Rack Space by BT. BT will at all times retain control of, and all legal interest in the Rack Space and the Customer will not use the Rack Space or the Site for any purpose other than stated in this Service Schedule.

## 3. BT's Responsibilities

### 3.1. DC Helpdesk Centre

- 3.1.1. BT will provide the Customer with the BT DC helpdesk contact information (either telephone or email, as appropriate) of designated contact points, collectively "**DC Helpdesk Centre**", which will be the Customer's contact points for reporting faults, making enquiries relating to the Service and, where applicable, logging Remote Hands, Visitor access and Media Handling requests 24 hours per day, 365 days a year.
- 3.1.2. A Remote Hands request must be registered by Customer authorised personnel through the DC Helpdesk Centre contact information. Alternatively, Customer can raise the relevant Request Form to be signed off by Customer authorised person to BT. All such request will be logged and BT will use reasonable endeavours to respond within thirty (30) minutes during Business Hours.
- 3.1.3. Any requirement for shorter respond time shall be incurred with additional charges and based on case by case basis.
- 3.1.4. The Customer acknowledges and agrees that the DC Helpdesk Centre shall only handle fault report, logging of incidents, attending any enquiries and escalating to the relevant parties that are strictly relating to the Service stated in the signed Charges Document or Order Form. BT reserves the right to reject any request, fault report, escalation or activities that are not related to the Service, and to impose additional charges to the Customer.

### 3.2. Fault Reporting and Fault Repair

- 3.2.1. The Customer will provide BT with a Customer authorised person contact name and telephone number (if different from the details specified on the Charges Document or Order Form) for logging incident or fault reporting.
- 3.2.2. The Customer authorised person will report faults in the Service to the DC Helpdesk Centre using the reporting procedures.

### 3.3. Planned Maintenance

- 3.3.1. 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. 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.
- 3.3.2. BT aims to give the Customer a minimum of seventy-two (72) hours prior notice before conducting Planned Maintenance.
- 3.3.3. 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.
- 3.3.4. BT will use reasonable endeavours to schedule all cabling work within the Site, including any electrical work that affect the facility backbone, outside of Business Hours for operational and safety reasons.

## 4. The Customer's Responsibilities

### 4.1. Administration

- 4.1.1.** The Customer acknowledges that the Site and its facilities including the Customer Equipment may be subject to laws, regulations and guidelines governing environmental impact, electromagnetic interference, electromagnetic compatibility, hazardous materials, labelling and the like. The Customer will, therefore, ensure compliance with the Supplier's requirements in this respect in relation to the Customer Equipment, insofar as it is set forth in this Service Schedule.
- 4.1.2.** The Customer shall ensure that the Customer Equipment is used in accordance with the terms of this service schedule, the Agreement & an applicable law.
- 4.1.3.** The Customer must, and must ensure that its employees, contractors and representatives:
- (i) keep the Footprint safe and compliant with all relevant occupational health and safety laws applicable;
  - (ii) not change, modify or interfere with the fabric of the Site or its systems (including the use of wall, floor or ceiling fastening devices, drilling of holes in the same floor or to seek to access the below floor or above ceiling spaces within the Site) except with the prior written approval of the Supplier to do so; and
  - (iii) not manipulate, adjust or otherwise interfere with any Supplier equipment or third party equipment within the Site.
- 4.1.4.** The Customer must always provide BT with the relevant signed document from Customer authorised person for any confirmation of order of BT Services, including termination of contract, without which BT is unable to proceed.
- 4.1.5.** The Customer will provide BT with at least an official email from Customer authorised person and follow up with the relevant signed authorised document or form for any request raised by the Customer so as to enable BT to process and carry out the required activities.
- 4.1.6.** The Customer will provide BT with the name(s) of the authorised individual(s) to contact (typically Primary and Secondary personnel) for service management matters ("Customer Contact") and all requisite contact details as set out in the Customer Contact 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 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 Level Agreement).
- 4.1.7.** 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.
- 4.1.8.** In the event that any IP Address(es) assigned by the Supplier is/are used with the Customer Equipment, the Customer must strictly manage such IP Address(es) and ensure the use of such IP Address(es) does not violate any Applicable Law
- 4.1.9.** BT or Site Owner may, with the prior consent of the Customer and without such consent in an emergency situation, suspend operation of the Customer Equipment if BT or Site Owner reasonably suspects the Equipment is interfering with the BT or Site Owner's telecommunications systems or network, other equipment in the Site or the safe and efficient operation of the Site; or is not used in accordance with the terms of this Service Schedule, the Agreement and any applicable law

## 5. Customer Equipment

### 5.1. Installation



## 5.1.1. The Customer will:

- a) provide and install the Customer Equipment on the Rack Space(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 and shall be subject to BT's agreement, not to be unreasonably withheld;
- c) not install any Customer Equipment which occupies more than the space available in the Location; and
- d) clearly label all Customer Equipment, Racks, shelving and components
- e) the subscribed rack are strictly not for storage of any non IT equipment.
- f) installation and collection of the Customer Equipment on the Supplier supplied racks or the racks provided by Customers (as the case may be); and
- g) installation and collection of adequate cable sustaining bars, power strips and other required accessories which shall be performed by Customer or by a Supplier approved installer either arranged by the Supplier at the Customer's request or by the Customer and in each case, at the Customer's cost

## 5.1.2. The Customer is responsible for:

- a) subscribing the Internal Cabling and connecting the BT Equipment to any Customer Equipment; and
- b) all testing and maintenance of the Customer Equipment to ensure that the installation has been correctly carried out by the Customer.
- c) keeping 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, BT reserves the right to make an additional charge for such requests.

**5.1.3.** The Customer must not connect the Customer Equipment that consumes electrical power that exceeds the capacity level of the Power Service ordered by the Customer under this Agreement. If the Customer Equipment draws a power loading that exceeds the level specified in the Order, the Supplier will charge the Customer for the additional usage of the Power Service. If the Customer refuses to pay the charge for the additional usage of the Power Service, the Supplier shall reduce the power supplied to the Customer Equipment or disconnect some of the Customer Equipment in order to bring the power loading within the ordered Power Service.

**5.1.4.** The Customer must not install Customer Equipment that exceeds the weight loading guidelines of the co-location facilities. If the Customer Equipment weight exceeds the maximum weight loading, the Customer must order additional Footprint or the Supplier may refuse to allow the installation of the Customer Equipment in excess of the maximum loading.

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

**5.1.6.** 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 Rack Space; 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 Terms and Conditions. For the avoidance of doubt, the Customer will remain responsible for payment of the Charges during any period of suspension.

**5.1.7.** In the event that the Customer stores Stored Equipment at the Site in accordance with Section 1.3.2 of this Service Schedule, the Customer must:

- a) advise the DC Helpdesk Centre if the Customer wants to send Stored Equipment to the Site prior to its arrival;
- b) observe Site specific limitations on the size and weight of the Stored Equipment to be stored and not store any flammables or liquids;
- c) ensure that the Customer Contact and/or a Visitor is at the Site to receive the Stored Equipment. The Visitor shall be required to check and accept the Stored Equipment and move it to a safe storage location as indicated by BT. In the event that a Visitor is not at the Site to receive the Stored Equipment, BT reserves the right not to accept the Stored Equipment and remove it from the Site; and
- d) provide BT with a full inventory of the Stored Equipment in such storage. Once BT has agreed to store the Stored Equipment, the Customer must not make any alteration to the list of Stored Equipment provided to BT. Any such alteration must be agreed with BT in advance.

## **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;
  - 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, 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 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 Rack Space and to be installed in another Rack Space 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.

**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.** Subject to clause 5.4.3, the Customer must, at its own expense, remove all Customer Equipment and Customer Cross-connects from the Footprint and Site within two (2) Business Days after the date of expiry or termination of this Agreement. The Customer shall return the Footprint to the Supplier in the same condition as it was on the service commencement date, normal wear and tear excluded.

**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, Customer Equipment hosted in the Racks may be removed by BT without notice.

**5.4.3.** If the Customer fails to remove the Customer Equipment on or before the Service Termination Date, the Parties shall meet to discuss remedial actions and the parties acknowledge that BT has the right to continue to charge customer in accordance with the monthly charges stipulated in the Order.

**5.4.4.** In the event that any works are required to be carried out to reinstate the Footprint and/or any common parts damaged or altered by the Customer, the Customer shall reimburse to BT the reasonable cost of reinstatement works, such cost to be mutually agreed between the Customer and BT.

## 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 100% of the recurring Charges which would have been payable for the remainder of the Minimum Period had this Service Schedule not been terminated.

## 7. Title

**7.1.** Title to each item of the Customer Equipment remains with the Customer or its customer, representative, vendor, contractor or affiliate (as the case may be), and BT or Site Owner shall have no right, title or interest in or to the Customer Equipment, except as expressly provided in this Agreement.

**7.2.** Title to the Footprint and other equipment that supports the provision of Footprint and the Service (including but not limited to the racks supplied by the BT or Site Owner, cable trays, patch panels, cage/room partition, electrical systems, air-conditioning systems, fire protection system, security access control system) remains with the Site Owner.

**7.3.** Subject to clause 7.4 and except where the Site owner or manager provides and retains ownership in the Cross-connects, a right to use the cabling in Cross-connects is provided to the Customer on installation. BT or Site Owner grants the Customer a licence during the term of this Agreement to keep the Cross-connects (if any) in the Footprint and to use them for the purposes contemplated by this Agreement



7.4. Title to Cross-connects will revert, at no charge, to BT on termination of this Agreement.

**8. No Lease**

8.1. This Service Schedule is a service agreement and does not constitute a lease or sublease of real property. The Customer acknowledges and agrees that it has been granted only a limited, non-transferrable, and non-exclusive licence to use the Footprint in accordance with this Agreement.



BT DATA CENTRE HOSTING SERVICE LEVEL AGREEMENT

1. DATA CENTRE FACILITY AVAILABILITY

This section of the SLA covers operational status of the Data Centre including electrical power and air conditioning:

1.1. Power Availability

The Power Supply Availability shall be 99.99% on a monthly basis and shall apply only to the following

1.1.1 UPS Power Supply Systems:

The power supply availability shall be measured at the main power distribution units (UPS level) inside the Data Centre. These units are fed from 2 different communal sets of UPS with 15 minutes back-up battery. The UPS Power Supply Systems shall be considered to be unavailable if and only if both A and B units fail at the same time.

1.1.2 Emergency Power Supply System (if applicable)

The power supply availability shall be measured at the main power distribution units (UPS level) inside the Data Centre. These units are fed from communal sets of generators. The Emergency Power Supply System shall be considered to be unavailable if and only if both the A and B units fail at the same time. After each main power failure, there may be a transition time of up to 30 seconds when the power supply units from normal to essential or when the power supply reverts from essential to normal, and such transition time will not be considered to be an unavailability under this SLA

1.1.3 Performance of the Power System Availability will be measured by the Building Management System ("BMS") report

1.2. Cooling Availability

The Air-conditioning Availability shall be 99.99% on a monthly basis in accordance with the following specifications:

- (i) 20 deg C □□Average room temperature measured at cold aisles □□24 deg C, with deviations of no more than 2 deg C on a daily basis under 100% Equipment load condition; and
- (ii) 45% Relative Humidity ("RH") □□Average room Relative Humidity measured by CRAC units □□65% RH, with deviations of no more than 10% RH on a daily basis under 100% Equipment load condition.

1.3. Service Credit Rebate

1.3.1. If BT fails to meet any one of the obligations set out in Sections 1.1 and 1.2 above, subject to Section 1.4 & 4 of this Service Level Agreement, the Customer is entitled to the following credits, in which the outage(s) occur for the affected component(s) and subjected to BT's maximum credit rebate liability specified in Section 3.

Items	Service Level	Credit for Breach of SLA
Availability of Power	99.99% measured over the monthly service period	a) For the first 4 Hours of Power outage, 2% of the monthly recurring fee on the affected Service(s). b) For >4 to 12 Hours of Power outage, 3% of the monthly recurring fee on the affected Service(s)

		c) For >12 Hours of Power outage, 4% of the monthly recurring fee on the affected Service(s)
Availability of Cooling	99.99% measured over the monthly service period	a) For the first 4 Hours of Power outage, 2% of the monthly recurring fee on the affected Service(s). b) For >4 to 12 Hours of Power outage, 3% of the monthly recurring fee on the affected Service(s) c) For >12 Hours of Power outage, 4% of the monthly recurring fee on the affected Service(s)

1.4. The Customer acknowledges that downtime shall not be covered by BT which results from or for any of the following reasons:

- a) The failure of equipment that is not fully owned and managed by BT;
- b) Maintenance or service interruptions requested by the Customer;
- c) Customer's acts or failure to act in a timely and/or proper manner when notified to do so by BT (including, without limitation, Customer's failure to permit entry by BT or make facilities or components available to BT for testing or repair; or otherwise to comply with BT' instructions and service requirements);
- d) Any disruptions that are not within BT control, e.g. act of natural disasters, loss of power at Customer or the power provider premises, change of political and regulation situation, etc.
  - i. components available to BT for testing or repair; or otherwise to comply with BT' instructions and service requirements);
  - ii. Any disruptions that are not within BT control, e.g. act of natural disasters, loss of connection at Customer or the Telco provider premises, change of political & regulation situation, etc.;

## 2. MAXIMUM CREDIT REBATE LIABILITY

The Customer acknowledges and agrees that if BT fails to meet any one of the obligations set out in above Sections 1 , BT's maximum credit rebate liability in a Calendar Month shall not exceed 15% of the monthly fee as stated in the order.

## 3. EXCLUSIONS TO THE SERVICE LEVEL AGREEMENT

Notwithstanding anything herein contained to the contrary, Supplier shall not be liable for any failure to perform this SLA (A) if such failure is not solely due to the fault or negligence of BT or its employee(s), agent(s), contractor(s) or licensee(s); or (B) if such failure arises as a result of any decrease of availability or unavailability which is due to (i) inherent defect in the design of any part of the power supply and/or air-conditioning system where such design was specified by the Customer or (ii) inherent defect in the design of any part of any system(s) of the Customer (including but not limited to the Customer's own power supply and/or air-conditioning system) or (iii) the occurrence of a Force Majeure Event or (iv) misuse of the power supply and/or air-conditioning system by the Customer or its employees, servants, agents, contractors or customers or (v) regular preventive maintenance works on the power supply and/or air-conditioning system as agreed in writing by Customer and Supplier from time to time or (vi) any restrictions imposed on BT by the Customer, which prevent or delay the performance of BT's obligations under this SLA including but not limited to restrictions on BT's right of access to the Space resulting in BT's failure to perform necessary maintenance or emergency work in time Any faults caused by the Customer's management or connection of the Service.

## ANNEX 3: Data Centre Security Policy

### 1. Introduction

The purpose of the data centre security policy is to help ensure that the data centre and the equipment hosted therein, remains secure. The policy and access procedures described in this document had been developed to maintain a secure, resilient, engineered and monitored environment to be followed up by customer/person working in the data centre.

### 2. General Data Center Security Rules

Customer and visitor are abided by and follow these rules when entering the data center areas:

- 2.1 Be familiar with applicable health and safety rules for working within a data centre.
- 2.2 Report any found security incident to the data center management.
- 2.3 Materials are prohibited to bring into data centre including explosive, weapons, flammable/hazardous materials, food, drinks, tobacco, wet items and illegal materials.
- 2.4 Avoid obstructing aisles or corridor. Precautionary actions are required to ensure that there is no impact or interference to data centre or other users.
- 2.5 Remove all packaging, associated materials and wastage from data center immediately once the work was completed on site.
- 2.6 Not to store any paper products or other combustible materials of any kind in the rack/licensed area (other than equipment manuals)
- 2.7 Arrange for the removal of any equipment no longer required as soon as possible after decommissioning.
- 2.8 Not extend any cable or other equipment of whatever nature outside of his rack or licensed area or between the areas without PCCWG written consent.
- 2.9 Not enable unauthorized persons accompanied with you to enter the data center and/or to share the key or access card (if any) with any other individual.
- 2.10 Photo taking and video recording are not allowed in data center without approval.
- 2.11 Movements / actions on unrelated assets / racks are not allowed.
- 2.12 Cleaning is not allowed inside data center unless approved.
- 2.13 Not to connect equipment to any power socket in data center except insides licensed racks/area and/or approved.
- 2.14 No personal belongings left in the centre.