

BT COLOCATION SERVICE SCHEDULE

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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 at the selected Site and as indicated in the Customer Requirements Form.
 - (c) The maximum floor loading for each Footprint is 400kg ("Maximum Floor Loading").
- 1.2.2 Environment

Sites offer the following facilities:

- (a) forced air 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) cooling for a heat load of 1kW per square metre ("**Maximum Heat Output**"). This equates to 2kW (6824 BTU) of cooling for each Rack.
- 1.2.3 Fire Detection and Suppression

Each Site is equipped with:

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



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.

- 1.2.5 Procedures for Access to Sites with Security Guards
 - (a) Upon arrival, Visitors will be checked in against the required logs and asked to provide identification in the form of a valid identity card. Visitors will be checked against a Customer/ BT authorised list before entry is permitted; and
 - (b) where available, a BT representative will then escort the Visitor to the Footprint and may remain in close proximity to the Visitor to observe that the correct Site security standards are observed. After completion of the work, the Visitor will be signed out and escorted from the Site.

1.2.6 General Access

- (a) From the Operational Service Date, Visitors will be granted access to the Footprint for two (2) days per Footprint, up to a maximum of 20 days (i.e. 10 Footprints) for installation of Customer Equipment only. If the Customer requires additional access to the Site to complete installation of the Customer Equipment, the Customer may request additional access from BT at rates, times and for the period agreed with BT.
- (b) After installation of the Customer Equipment is completed, Visitors will be granted two visits per rack purchased each month ("General Access Quota"), with each visit the customer can be on site for a maximum of six (6) hours, with actual time at the Site being rounded up to the next whole hour. Any unused portion of the General Access Quota will not be carried forward to the next consecutive Month. If the Customer requires access to the Site in excess of the General Access Quota, the Customer may request additional access from BT at rates, times and for the period agreed with BT.
- (c) The Customer must pre-book any access to the Site within a minimum of four (4) hours prior notice to BT. Booking must be registered by telephoning the Service Centre, 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.

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 fans (to assist with the natural convection out through the top of the Rack), lockable front and rear doors and one key.

1.3.2 Power

- (a) BT will provide electrical supplies to the Customer Equipment which can be fed from two dedicated power supply units. The power rating at each Rack (per feed) will be 230/240V AC.
- (b) Each 230/240V AC electrical feed is fused within the Rack at 13 amps and will terminate on separate power strips (in accordance with (d)) with minimum of twelve (12) individually fused IEC 320 outlets on each. One outlet per strip should be reserved for Rack fans. The maximum recommended power load must not exceed the figures identified in Section 1.3.2 (d) below, or as indicated in the Customer Requirements Form.
- (c) Electrical feeds to the Customer Equipment will be backed up by the use of a standby generator and uninterrupted power supplies.



- (d) Twenty-two (22) sockets will be provided for Customer use and the maximum gross power consumption should be no more than 2kW for each Footprint ("**Maximum Power Load**") or as indicated in the Customer Requirements Form.
- 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 Rack per Month, up to a maximum of twenty (20) hours in any Month ("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 once per item of Customer Equipment per day, up to a maximum of six compact discs or tapes per Rack per Business Day as directed by the Customer. This shall be carried out either daily, weekly, monthly or quarterly in accordance with the Customer's instructions and set out in the Customer Requirements Form ("Media Handling").
 - (b) All Media Handling changes will be performed at the relevant Rack between the hours of 0900 and 1200 (midday) on the relevant Business Day or as agreed in writing with the Customer. The weekly and monthly changes will take place as indicated in the Customer Requirements Form.
 - (c) Used compact discs and tapes will be stored in one of the following locations, as specified by the Customer in the Customer Requirements Form:
 - (i) in the Customer's Rack;
 - (ii) in the Site in a secure environment; or
 - (iii) in other premises owned or leased by BT in a secure environment.
 - (d) If the Customer requires storage of used compact discs or tapes in a fireproof safe, additional charges will apply.
 - (e) In an emergency and on the Customer's request to the Service Centre, BT will recover the Customer's compact discs and/or tapes 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 Storage of Customer Equipment
 - (a) BT will provide 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"**) outside the computer hall at the Site.
 - (b) Subject to confirmation from the Service Centre that space is available, BT will store the Stored Equipment up to a maximum of one (1) request per week for a maximum storage period of five (5) days.
 - (c) For the avoidance of doubt, this Service option does not include the checking, unpacking or installation by BT of the Stored Equipment.
- 1.3.6 Internal Cabling
 - (a) BT will provide a connection between the Footprint and the Distribution Frame. 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) Where the Customer Racks are not adjacent to each other, BT will install the inter-Rack internal cabling. BT will schedule all under-floor cabling work outside of Business Hours for operational and safety reasons. BT reserves the right to make an additional charge for any such work.
 - (c) 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.
- 1.3.7 Internet Connectivity
 - (a) Where available and indicated in the Customer Requirements Form, BT will provide 1Mb Internet connection. The Service interface will be presented as a CAT5 cable with a standard RJ45 terminations for connection to the Customer's Equipment. A second internet bandwidth feed can also be provided on request.
 - (b) BT will allocate a single host IP address. Additional IP addresses may be made available by BT and are subject to appropriate approvals on usage and payment of BT's then current administration charge. Requests for the new address(es) must be made in writing to BT and they will be allocated at BT's discretion. BT reserves the right to re-allocate/reassign IP addresses as required to fulfil operational requirements and those conditions as stipulated by RIPE (Reseaux Internet Protocol Europeans) or an Indian equivalent protocol which is applicable. In such circumstances a minimum 28 day notice period will be given to allow for co-ordination.
 - (c) In the event of failure of an Internet connection it is the Customer's responsibility to ensure that changeover to the alternative connection is made.
 - (d) The Customer may request an increase in the Customer's Internet Connectivity, subject to:
 - (i) the Customer giving BT 20 working days notice;
 - (ii) availability; and
 - (iv) the Customer paying the relevant charges for such additional bandwidth.

Where the Customer receives additional bandwidth, such bandwidth will be for a minimum period of 12 Months. Where the remainder of the Minimum Period is less than 12 Months, the Minimum Period will be extended to cover the 12 Months ("**Extended Period**"). In the event that the Contract is



terminated within this Extended Period, other than due to a BT breach, the Customer will pay to BT any reasonable expenses incurred in the provision of the additional bandwidth less anything which BT can reasonably mitigate against, as well as any outstanding early termination charges in relation to the other elements of the Service under Section 6 of this Service Schedule.

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 Service Centre

- 3.1.1 BT will provide the Customer with the contact numbers (either telephone or fax, as appropriate) of designated contact points, collectively "Service Centre", 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 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.
- 3.1.2 A Remote Hands request must be registered using the Service Centre telephone number and quoting the relevant password. The call request will be logged and BT will use reasonable endeavours to respond within sixty (60) minutes during Business Hours and within four (4) hours outside of Business Hours.

3.2 Fault Reporting and Fault Repair

3.2.1 The Customer will report faults in the Service to the Service Centre 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).

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 under-floor cabling work outside of Business Hours for operational and safety reasons.

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 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).

4.1.3 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 Access and Visitors

- 4.2.1 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 this Service Schedule. The Customer will promptly inform BT of any changes to the list of Visitors.
- 4.2.2 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 Site Regulations;
 - (c) will not cause any change to or interfere with the Site or the equipment of any third party customers of BT; and
 - (d) 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. 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) 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
- 5.1.2 The Customer is responsible for:



- (a) providing 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 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.
- 5.1.4 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 Terms and Conditions. For the avoidance of doubt, the Customer will remain responsible for payment of the Charges during any period of suspension.

- 5.1.5 In the event that the Customer stores Stored Equipment at the Site in accordance with Section 1.3.5 of this Service Schedule, the Customer must:
 - (a) advise the Service 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 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.



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 within thirty (30) days of the date of termination or expiration, whichever occurs first. 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	12 Month	24 Month	36 Month
Service identified on the original sale Order Form, calculated	Minimum	Minimum	Minimum
from the Operational Service date up to the effective date of	Period of	Period of	Period of
termination identified on the cessation Order Form	Service	Service	Service
0 – 3	64%	55%	49%
4 – 6	68%	56%	50%
7 – 9	80%	58%	52%
10 – 12	100%	60%	53%
13 – 15		63%	54%
16 – 18		68%	56%
19 – 21		79%	58%
22 – 24		100%	60%
25 – 27			63%
28 - 30			68%
31 – 33			79%
34 – 36			100%

7. Service Levels

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



BT COLOCATION SERVICE LEVEL AGREEMENT

1. SERVICE LEVEL AGREEMENT

- 1.1 BT agrees that availability of power to the rack will be maintained at 99.5% over a Month. Unavailability of power means any interruption that causes the Customer's Equipment to fail owing to a loss of power, other than where caused by the Customer, for any period of time.
- 1.3 BT agrees that it will perform a Remote Hands request within 60 minutes hours of the Customer's request during Business Hours, and 4 hours outside Business Hours.
- 1.4 If BT fails to meet any one of the obligations set out in Sections 1.1 or 1.2 above in any one Month, subject to Section 2 of this Service Level Agreement, the Customer's sole remedy will be to claim a refund of 1 days Service rental charges per incident, provided that BT's maximum liability in respect of Section 1.1 and 1.2 (combined) in any one Month will be one Month's Service rental charges.

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 Terms and 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) any time where BT is awaiting information from the Customer or awaiting Customer confirmation that the Service has been restored;
- (e) scheduled or notified downtime covered by Section 3.3 of the Service Schedule;
- (f) faults or omissions of other Internet service providers.
- (g) 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 :

BT Head of Data Centre Business, Eros Corporate Tower 11th Floor, Nehru Place New Delhi 110019 India

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.



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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.