



BT TELEHOUSING FOR BENELUX SERVICE SCHEDULE

1. Definitions and interpretation

The following definitions shall apply, in addition to those in the General Terms and Conditions of the Agreement:

“Availability”	means the period of time when the Service is working
“BART”	BT Access Request Tool via which each account holder can obtain or grant access to a predefined area;
“Building”	means any building as designated by BT from time to time for the provision of the service to the Customer;
“Building Owner”	means the owner of the Building applicable only where the Building is not owned by BT;
“Business Hours”	means the local working hours in a Business Day in the country or region where a Building is located (as specified on the Order, unless otherwise advised to the Customer by BT);
“Building Regulations”	means the rules and regulations governing the conduct of persons, security procedures and health and safety in the Building as notified to the Customer by BT from time to time;
“Capping Level”	means the maximum Service Credit that can apply in any Month and is 100% of the monthly Charges for any affected Rack.
“Contracted maintenance Hours”	means the times when BT shall provide maintenance for BT Equipment. These shall be Business Hours unless stated otherwise
“Distribution Frame”	means a service demarcation point where an interconnection can be established with other BT services and/or third parties;
“Internal Cabling”	means any conduits, wires, cables and other conducting media used in connection with the Customer Equipment;
“Internet”	means the global data network comprising interconnected networks using the TCP/IP protocol suite.
“Internet Protocol” (“IP”)	means a network layer/protocol offering a connectionless internet network service
“Location”	means such part or parts of the Building occupied by the Customer including, but not limited to the area surrounding the rack;
“Minimum Period of Service”	means the minimum duration for each Service or each component of the Service, calculated from the Operational Service Date.
“Network”	means the telecommunications network owned or leased by BT;
“Planned Maintenance”	is any work that is planned in advance to be carried out by BT or on its behalf which causes the Service to be suspended
“Power (capacity)”	the power and cooling capacity in kilowatts (kW), ordered , made available and occupied (power draw);
“Power usage”	the actually consumed power in kilowatt-hours (kWh);



“Rack”	a cabinet provided by BT that will house the Customer Equipment as indicated in the Order. It shall be 600 or 800mm wide x 900 or 1200mm deep x 42 or 46U high unless otherwise agreed with BT;
“Rackspace”	the area occupied by BT provided rack, optional a customer owned rack can be fitted in;
“Qualifying Incident”	means an incident resulting in a total loss of Service (both primary and any resilience/back-up are down);
“Service Level”	means an agreed level of service for Delivery, Availability
“Service Management Boundary”	means the demarcation point up to which BT will manage the Service;
“SLA Year”	means the 8760 hours which starts on the Operational Service Date of each Site or Circuit, as appropriate, and ends 365 days later; thereafter the SLA Year will be the most recent twelve (12) Months in which the Service is provided
“Storage Room”	means space designated by BT for the storage of Customer Equipment;
“Telehousing Team”	means the BT employees working for the BT Telehousing Service: datacenter manager, service manager, site support engineers, site managers (see Welcome Pack);
“Telehousing Specifications per Location”	means the document describing per location the Telehousing specifications like rack size, available power solutions, cooling, etc...;
“Visitors”	means any Customer representative or 3 rd party authorised by the Customer to have access to the racks of the Customer;
“Welcome Pack”	A document providing an overview of the Telehousing services, procedures, contact details, forms to use. Reviewed and distributed yearly;

2. Service Description

2.1 Overview

The Service is the provision of (a) Rack(s) (previously footprint(s)) in a Building offering a controlled environment suitable for the installation and operation of the Customer Equipment. Additional optional features are available as indicated in this Schedule

2.2 Service Components

2.2.1 Power

Power encompasses the entire electrical infrastructure between the connections of the national grid up to and including the redundant connection point at the Rack.

BT will provide electrical power according to the Order:

- (a) The power solution will be a Dual Feed, unless otherwise indicated on the Order;
- (b) The power solution may be either 230V AC, 400VAC or 48VDC; 16A or 32A,
- (c) A UPS back-up system and a diesel generator will protect the above supply;
- (d) Available power solutions are specified in Addendum A: Specifications Telehousing Service per Location.

Power draw and or usage will be measured either:

- (a) Once a month at BT’s discretion with clamp metres to check if the actual power draw (measured current x 230V = kW) does not exceed the contracted power draw; or
- (b) Once a month by reading installed kWh meters and divide by number of hours in measured period
- (c) Installed intelligent power meters registering power variables regularly throughout the month.

2.2.2 Rack

- (a) The Service will include a minimum of one Rack. The number of Racks to be supplied to the Customer are set out in the Order.



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- (b) The maximum floor loading for each Rack is specified in Addendum A: Specifications Telehousing Service per Location.
 - (c) Racks provided by BT are fitted with lockable front and rear doors and one key.
- 2.2.3 Environment
Buildings offer the following facilities:
- (a) forced air cooling supplied to each Rack;
 - (b) maintenance of an average inflow air temperature at 25 degrees celsius within a tolerance of plus or minus 2 degrees celsius, or as otherwise specified in Addendum A: Specifications Telehousing Service per Location; and
 - (c) cooling for a heat load as specified Addendum A: Specifications Telehousing Service per Location.
- 2.2.4 Fire Detection and Suppression
Each Building is equipped with:
- (a) a high sensitivity smoke alarm system;
 - (b) monitoring and alarm equipment; and
 - (c) automatic gas or water extinguish system and/or portable fire extinguishers.
- 2.2.5 Building Security
Each Building offers at least one of the following security features, as set out in the Order:
- (a) Security Guards
Security guards monitor and patrol the Building which may extend to 24x7x365 presence in certain Buildings. The Building is monitored by closed circuit TV cameras with alarms connected to an on- and offsite monitoring system.
 - (b) Electronic Access Cards (EAC's)
Electronic access cards will be provided to the Customer when they visit the Building
- 2.2.6 Access to Buildings
From the Operational Service Date, Visitors will be granted access to the datacenter, module and racks upon an approved BART request
- 2.3 Optional Features**
The following Service options are applicable to the Customer when specified on the Order.
- 2.3.1 Rackspace
When the Customer prefers to use own rack(s) BT will attempt to facilitate such request, provided it can be fitted in the area of the BT Rack and the installation set up for efficient cooling can be maintained. Additional Charges can apply for this option which shall be then agreed in an Order.
- 2.3.2 Remote Hands
- (a) **“Remote Hands”** means assistance by BT to carry out routine tasks on behalf of the Customer in the nominated Racks in accordance with the Customer’s instructions. Such tasks may include:
 - (i) Lamp status checking
 - (ii) Power cycling
 - (iii) Rebooting systems
 - (iv) Button Pushing
 - (v) Insertion and removal of cords/leads/cables
 - (vi) Escort third parties to customer equipment
 - (vii) Adhoc media handling
 - (b) Remote Hands will be charged as specified on the Order. A Remote Hands request must be initiated using the correct procedure (see Welcome Pack) The request will be logged and BT will use reasonable endeavours to respond within sixty (60) minutes during Business Hours and within two (2) hours outside of Business Hours.
In case remote hands are not yet part of the agreement, the customer agrees, by using this facility, that it will be part of the service from that moment onwards and pay the applicable monthly charges.
- 2.3.3 Media Handling
- (a) BT will insert and remove back-up media provided by the Customer in accordance with the Customer’s instructions and set out in the Order (**“Media Handling”**).
 - (b) All Media Handling changes will be performed at the relevant Rack between the hours of 0900 and 1100 on the relevant day.
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- (c) Used back-up media will be stored in one of the following locations, as specified by the Customer in the Order:
 - (i) on-site in the Building in a secure environment; or
 - (ii) off-site at an external specialized company
 - (d) Additional charges will apply.
 - (e) In an emergency and on the Customer's request to the Service Centre, BT will recover the Customer's back-up media within two (2) Business Hours of the request for on-site media.

2.3.4 Storage of Customer Equipment

- (a) BT can provide short term storage of Customer Equipment which is delivered to the Building and planned to be installed in the Rack in the Unpacking Room/area
- (b) Subject to confirmation from the Telehousing team that space is available in the Unpacking Room/area, BT will store the Customer Equipment 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.
- (d) For longer term storage space can be rented in the Storage room if available.

2.3.5. Staging

For setting up and testing equipment a separate staging room is present on most of the locations, via the Telehousing team arrangements for using this room can be made at additional charge.

2.3.5 Caging

Depending on the Building, BT may be able to provide different forms of caging to suit the Customer's individual requirements as indicated in the Order.

2.3.6 Internal Cabling

- (a) BT will provide a connection between the Rack and the Distribution Frame. The connection to the Customer Equipment in the Rack 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.
- (c) BT reserves the right to make an additional Charge for any of the work as described in clause a) and clause b) above. Such additional Charges shall be agreed on an Order.

2.3.7 Internet Connectivity

In the Data Center BT can provide an Internet connection in two ways:

- (a) Telehousing internet (Shared Internet Access), only available in the data center,
- (b) Internet Connect Global (Dedicated Internet Access), available on any geographical location so also in the Data Center

3. Duration and early termination

Except if otherwise agreed on the Order, the Minimum Period of Service per Rack shall be twelve (12) months.

If the Customer terminates the Service or a part of the Service, or if BT terminates Service for breach by the Customer before the Minimum Period of Service has expired, then, in addition to all outstanding charges for Service rendered, the Customer will pay the termination charges below:

- (a) an amount equal to the Recurring Charges per Rack for any remaining Months of the first 12 Months of the Minimum Period of Service;
- (b) an amount equal to 60% of the Recurring Charges per Rack for all other remaining Months of the Minimum Period of Service;
- (c) any waived Installation Charges per Rack where Service is terminated within the first twelve (12) Months of the Minimum Period of Service;
- (d) any remaining charges outstanding with regard to BT Equipment; and
- (e) De-installation Charges

4. Use of Customer Space

The Customer acknowledges and agrees that nothing in this 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 by BT. BT will at all times retain control of, and all legal interest in the Rack and the Customer will not use the Rack or the Building for any purpose other than stated in this Schedule.



5. BT's Responsibilities

5.1 Provision of Service

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

- (a) install and connect the power supply to the Rack;
- (b) provide the Service for the duration of this Schedule, and
- (c) if indicated in the Order, provide the optional Service Features.

5.2 Maintenance

BT may carry out Planned Maintenance from time to time. BT aims to inform the Customer at least 7 days before, except if such would concern emergency maintenance.

6. The Customer's Responsibilities

6.1 Administration

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

6.1.2 The Customer will give BT the name(s) and contact details of the individual(s) who are authorised to act on behalf of the Customer for service management matters ("Customer Contact"). The Customer Contact will:

- be available at all times and provide assistance and information during Delivery;
- be available after Delivery in accordance with the Service maintenance option as selected by the Customer;
- take incident reports from Users, who may not contact BT directly;
- report incidents to the Service Centre using the reporting procedures notified by BT and be available for all subsequent incident management communications; and
- inform BT of changes to the information supplied when ordering the Service including any changes to the Customer Contact details.

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).

6.1.3 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.

6.1.4 The Customer will provide all necessary access to such Customer Equipment, information, facilities and authorisations necessary to enable BT to fulfil its obligations under this Schedule and to provide such co-operation as BT may reasonably require in connection with the Services.

6.1.5 The Customer is responsible for the distribution, ongoing management, maintenance, security and proper use of all valid usernames, userIDs and passwords used in connection with the Service and shall inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorized person, or is being or may be used in an unauthorised way; take all reasonable steps to prevent unauthorised access to the Service; and satisfy BT's security checks if a password is lost or forgotten. BT reserves the right to suspend user ID and password access to the Service if BT considers that there is, or is likely to be, a breach of security; and require the Customer to change any or all of the Customer's passwords.

6.2 Electronic access cards (EAC)

6.2.1 BT may allocate to the Customer EAC's to be used in connection with the Service. Ownership of the EAC's will remain with BT at all times.

6.2.2 The Customer is responsible for the security and proper use of all EAC's allocated by BT. The Customer must ensure that EAC's are not provided to unauthorised people and that the Customer will not keep the address of the Building with the electronic access card.

6.2.3 The Customer must immediately inform BT if an EAC has been lost, stolen or misplaced. The Customer shall pay all BT's reasonable expenses in providing a replacement EAC as notified to the Customer.

6.2.4 BT reserves the right to deactivate an EAC (whatever the case may be) where BT reasonably believes that EAC security has not been maintained, or on expiration or termination of this Schedule. BT will notify the Customer as soon as possible after it has deactivated an EAC.

6.2.5 The Customer must, as soon as reasonably practicable, inform BT of any changes to the information that the Customer supplied in relation to the security of the Service.



6.2.6 BT reserves the right to treat a failure to comply with this section 6.2 as a material breach of this Schedule entitling BT to terminate this Schedule in accordance with the termination provisions for material breach as set forth in the General Terms and Conditions.

6.3 Access and Visitors

6.3.1 The Customer must pre-book its visit via the registration procedures, which are applicable to the visited Building.

6.3.2 Upon arrival, Visitors will be checked in against the required logs by the Security staff and asked to provide identification in the form of a valid identity card. Visitors will be checked against an authorised BART request before entry is permitted; and

6.3.3 The Customer will ensure that Visitors to the Building:

- (a) are suitably competent to carry out the necessary tasks;
- (b) will follow BT's instructions within the Building including all Building Regulations;
- (c) will not cause any change to or interfere with the Building or the equipment of any third party customers of BT; and
- (d) will do nothing to cause the Building to be in anything other than a clean and tidy condition.

6.3.4 BT and the Building Owner reserve the right to refuse access to the Building or remove from the Building any Visitor whose admission or presence is or would be in the reasonable opinion of either BT or the Building Owner, detrimental to the security of the Building or in respect of whom the Customer has failed to request a right of access from BT and neither BT or the Building 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 Building Owner to permit entry or any request by BT for a person to leave the Building;

6.3.5 The Customer shall be solely responsible for the acts or omissions of any Visitor to the Building and shall indemnify BT in respect of any damage or loss whatsoever to either the Building, the BT Equipment or any third party equipment, howsoever caused by any Visitor.

7. Customer Equipment

7.1 Installation

7.1.1 The Customer will provide and install the Customer Equipment in the Rack(s) in accordance with this Schedule and at the Customer's risk.

7.1.2 The Customer is responsible for:

- (a) providing the Inter-rack 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.

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.

7.1.3 The Customer will not permit any person to make any power connection or disconnection outside the Customer cabinet

7.1.4 In the event that the Customer stores Customer Equipment at the Building as set out in this Schedule, Customer must:

- (a) notify BT in accordance with the Welcome Pack prior to its arrival;
- (b) observe Building specific limitations on the size and weight of the equipment to be stored and not store any flammables or liquids;
- (c) ensure that the Customer Contact and/or a Visitor is at the Building to receive the equipment. The Visitor shall be required to check and accept the equipment and move it to a safe storage location as indicated by BT. In the event that a Visitor is not at the Building to receive the equipment, BT will only accept the equipment on behalf of the Customer when notified up front and reserves the right not to accept the equipment and remove it from the Building;

7.2 Maintenance

7.2.1 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;

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- (ii) the heat output of the Customer Equipment that exceed the Maximum Heat Output or disturb the designed airflow, 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 Building at all times;
 - (d) comply with the Building Regulations and any requirements of BT or the Building Owner (as applicable) in relation to the occupation of the Footprint and the Building 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 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 Building except for the retention and operation of the Customer Equipment and will make best endeavours not to cause any injury, damage, nuisance to or interfere with any person or property including (without limitation) the Building and/or any equipment owned by third parties which may from time to time be located at the Building;
 - (g) not make any alteration or addition (whether structural or non-structural) whatsoever in or to the Building;
 - (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 Building or equipment of any third party for which the Customer is liable within ten (10) days of a written notice from BT or the Building 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.

7.2.2 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 Building.

7.2.3 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 Schedule where the Customer fails to do so within a reasonable time of a verbal request by BT 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.

7.3 Relocation

7.3.1 Subject to clause 7.3.2, 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 cabinet and to be installed in another cabinet in the Building 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.

7.3.2 Without prejudice to the rights of BT pursuant to clause 7.3.1, 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.

7.4 Removal

7.4.1 On expiration or termination of this Schedule, the Customer shall be solely liable for the removal of the Customer Equipment from the Building. 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 Building within this period, BT reserves the right to charge for, and the Customer shall pay for, the storage of the Customer Equipment at the Building on a daily basis for a further thirty (30) calendar days. In the event that the Customer fails to collect the Customer Equipment within such sixty (60) day period, BT shall ship this Customer Equipment to the Customer at Customer's expense.

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

8. Limitation of Liability

In addition to the liability and indemnity provisions as set out in the General Terms and Conditions:



8.1 BT accepts no responsibility for any loss, liability, claim, legal proceeding or damage which the Customer suffers as a result of BT following the Customer's instructions to carry out Remote Hands Tasks.

8.2 The Customer acknowledges that third parties have unescorted access to the Building and the Customer accepts full responsibility for the security of any Customer Equipment.

9. Insurance

9.1 Each Party shall have the necessary insurance coverage for its obligations throughout the duration of this Service which shall not less than €2,000,000 per incident.

9.2 The Customer accepts and acknowledges that the Customer Equipment is at the Customer's risk for the duration of this Schedule.

9.3 The Customer shall provide BT on request, certificate of insurance to evidence that the insurances referred to herein are in full force and effect.

9.4 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 clause 9.1.

10. Charges and Payment Terms

10.1 Charges will be paid in accordance with the General Terms and Conditions.

10.2 The Customer shall be liable for the charges set out in the Order. Unless otherwise agreed:

- (a) any one-time installation Charges will be invoiced upon the Operational Service Date(s);
- (b) any recurring Charges, except usage Charges, will be invoiced monthly in advance;
- (c) any usage Charges will be invoiced monthly in arrears, calculated at the then current rates, unless otherwise agreed in writing; and
- (d) any one-time De-installation Charges, which will be equal to the rates for Installation Charges, will be invoiced within 2 Months of de-installation.

For the purpose of calculating a charge payable for any period:

- (a) each period will begin on the first day of the relevant Month; and
- (b) for any period where Service is provided for less than one Month, the Recurring Charges will be pro rata on a daily basis.

10.4 BT reserves the right to charge the Customer for work done by BT in investigating incidents in the Service reported by the Customer where BT finds no incident exists or the incident is in a component not provided by BT; Service Delivery outside of Business Hours; or restoring Service if the Service has been suspended

10.5 If the measured Power draw (kW) in a month exceeds the contracted Power draw (kW), the excess power draw will be charged in arrears. The Charges for excess Power draw are calculated as 120% of the contracted Service Charges per kW times the number of excess kW or as otherwise indicated in the Order.

10.6 If Power draw exceeds the contracted Power usage for three consecutive months, the customer is obliged to raise its contracted power to the appropriate level, or to reduce the power usage to the contracted level.

10.7 In the event that the market price for power usage (kWh) changes with 5% or more compared to average price in previous calendar year, the charges with respect to power usage will be adjusted accordingly at BT's discretion. This applies also to service charges where power usage is included, but only for the power component.

11. Service Levels & Service Credits

In this section "Rack" shall mean an individual Rack as appropriate.

BT will use its reasonable endeavours to achieve the Delivery, Availability, Restoration Time and Network Performance Service Levels applicable to the Service. If BT fails to achieve this, then the Customer may claim Service Credits in accordance with this Schedule. These Service Levels apply to each Site and each element of Service within the Service Management Boundary unless otherwise stated in this Schedule or in the Order.

Service Credits will be based on Rack Charges, meaning the monthly charges for the Service at a Rack as set out in the Order. For Services with usage charges, the Rack Charges used to calculate Service Credits, shall be



the sum of the recurring usage charges for the last three (3) Months divided by three (3).

11.1 Delivery

Delivery, meaning installation of Service at a Rack, occurs on the Operational Service Date.

- 11.1.1 The Customer may request a delivery date on the Order for each Rack, the “Customer Requested Date” (“CRD”). BT will respond with a Customer Commit Date (“CCD”), which is the date on which BT agrees to deliver the Service.
- 11.1.2 If Delivery of the Service occurs after the CCD the Customer may claim a Service Credit of 4% of the Rack Charges for each Business Day’s delay, up to a maximum of one Month’s Rack Charges.
- 11.1.3 If at any time BT agrees to use reasonable endeavours to expedite Delivery, this will not affect the original CCD and no Service Level will apply to any expedited date.
- 11.1.4 If the Customer requests a change to the Service or any part of the Service including, without limitation, any equipment or any IP address location, this may affect the original CCD. In such cases BT reserves the right to re-negotiate a new date for Delivery and the Service Level for the original CCD will no longer apply.

11.2 Availability

- 11.2.1 BT will assign an availability category (“SLA Category”) determined by the Service and the configuration. Availability is measured for each Rack. Availability is measured by counting Downtime for each reported Qualifying Incident for the affected Rack .This will be stated on the Order. Each SLA Category has an associated Annual Performance Target (“APT”), which is used to calculate the APT Downtime.

BT will count Downtime for each properly reported Qualifying Incident and will keep a record of cumulative Downtime by Rack, in units of full minutes, for each Month and the SLA Year.

If cumulative Downtime in a Month exceeds the Service Credit Start Point (“SCSP”), the Customer may claim Standard Service Credits as shown in the table below, for each affected Rack up to a maximum of one Month’s Rack Charges, the “Capping Level”.

If the cumulative Downtime in any SLA Year (or portion of a SLA Year for Racks installed for less than a SLA Year) exceeds the APT Downtime BT will apply the Elevated Service Credit(s) shown in the table below for all valid claims until the cumulative Downtime in the SLA Year falls below the APT Downtime. During this time the SCSP will be immediate for all SLA Categories.

Unless otherwise stated Service Credits apply to each started hour of Downtime above the SCSP.

SLA Category	Annual Performance Target (APT)	APT Downtime	SCSP for Standard Service Credits	Standard Service Credits	Elevated Service Credits
Cat A++	=>99.999%	5 minutes	immediate	4% of Rack Charges for each started 5 minutes of Downtime above the SCSP	8% of Rack Charges for each started 5 minutes of Downtime

- 11.2.2 Downtime is measured from when a Qualifying Incident is reported to BT’s Service Centre and ends when BT clears the incident. The Customer will be given an incident report reference number (“trouble ticket” number) for each properly reported incident.

BT will inform the Customer when the incident is cleared, and will close the trouble ticket when either the Customer confirms within 20 minutes that the incident is cleared, or BT has attempted and failed to contact the Customer and the Customer does not respond within 20 minutes.

If the Customer confirms that the incident is not cleared within 20 minutes of being informed, the trouble ticket will remain open, and Downtime adjusted.

- 11.2.3 Downtime will only be measured during the Local Contracted Business Hours (for Access Incidents) or the Contracted Maintenance Hours (for BT Equipment Incidents) specified on the Order.



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- 11.2.4 The following are not Qualifying Incidents, and Downtime will not be measured;
- (a) if the Customer asks BT to test the Service although no incident has been detected and/or reported;
 - (b) if the Service has been modified or altered in any way by the Customer or at the Customer's request;
 - (c) during Planned Maintenance;
 - (d) for incidents due to any Customer performed network configurations not approved by BT;
 - (e) for changes or alterations made other than by BT to the Service or to BT Equipment, connections, routing plan, applications or test equipment, or the mapping of applications; or
 - (f) if an incident is reported and BT cannot confirm that an incident exists after performing tests.
- 11.3 Restore-Time (Resilience).**
- 11.3.1 If the Customer orders a resilient service at a Rack, that is with primary and secondary components, then if either the primary or secondary component fails and BT does not restore Service to both components within 24 hours of the Customer reporting or BT detecting the failure, ("the initial 24 hours") BT will give the Customer a Service Credit for valid claims.
- 11.3.2 The Service Credit will be 1% of the Monthly Recurring Rack Charges for each started hour after the initial 24 hours up to a cap of 100% of the MRC.
- 11.3.3 As Service is available during this period this time will not count towards Downtime.
- 11.3.4 The section 7.3 only applies if the Access and BT Equipment components are ordered with a 24/24hours -7/7 days maintenance coverage.
- 11.4 General Exclusions**
- 11.4.1 Service Credits are limited to the Capping Level and are the Customer's sole right and remedy if BT does not meet the Service Levels.
- 11.4.2 Only measurements carried out by BT shall be used in the calculation of Service Credits.
- 11.4.3 The Service Levels do not apply
- (a) if the Customer does not provide access, delays providing access or denies permission for BT or its agents and suppliers to carry out necessary repairs to the Service;
 - (b) during any trial period of the Service, or for Service or any part of the Service which has a Minimum Period of Service less than 12 Months;
 - (c) if failure is due to matters beyond the reasonable control of BT as detailed in the General Terms and Conditions;
 - (d) to any Qualifying Incident not reported in accordance with BT's incident reporting procedures; or
 - (e) if the Customer has not complied with its obligations under the Agreement.
- 11.5 Payment of Service Credits**
- 11.5.1 To qualify for Service Credit(s), and before any Service Credit(s) can be applied, the Customer must make a claim, providing full details of the reason for the claim, within 25 days of the end of the Month in which poor performance occurred.
- 11.5.2 Service Credits will normally be made by deduction from the Customer's invoice within two billing cycles of a claim being received.
- 11.5.3 Any failure to meet the Service Levels shall not be considered a material breach.



Addendum A: Specifications Telehousing Service per Location

	Rotterdam	Nieuwegein	Amsterdam
Street Address	Tempelhof 5-11 3045PV Rotterdam	Frieslandhaven 6 3433PC Nieuwegein	Nieuwe Hemweg 6P 1013BG Amsterdam
Standard rack	80*120*220cm	80*120*220cm 60*90*220cm	80*120*220cm 80*90*220cm
Non-standard rack	Optional	Optional	Optional
Max. floor load per m2	1.500kg	1.000kg/1.500kg	1.000kg
Caging	Optional	Optional	Optional
Higher load per m2	Optional	Optional	Optional
Standard power connections	230V/32A 400V32A	230V/16A 230V/32A 400V/32A 48V DC	230V/16A 230V/32A 400V/32A 48V DC
Average power draw/rack	5kW	2-6kW	1-2kW
Average inflow temperature	25+/-2 ⁰ C	25+/-2 ⁰ C	25+/-2 ⁰ C
Customer equipment front to back airflow	Required	Required	Required
Access procedure	Via BART	Via BART	Via BART
EAC	Yes	Yes	Yes
24x7 security	Remote	On site	On site
VESDA	Yes	Yes	Yes
Fire detection under and above the floor	Yes	Yes	Yes
Fire Suppression	IG-541 (Argonite - Nitrogen)	Argonite FM200	Portable fire extinguishers
Remote hands	24*7	24*7	24*7
Media handling	Yes	Yes	Yes
Cage	Optional	Optional	Optional
Storage facilities	Permanent room	Permanent room	Area for temporarily use
Staging room	Yes	Yes	No
Meeting rooms	1	2	1
Desk space	8	30	6

VESDA: means “Very Early Smoke Detection Apparatus”