



# End User Agreement for AMEA DC Hosting Singapore Data Centre Hosting Services

## 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: Singapore</b>
<b>Address:</b>	<b>Address:</b>
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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

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

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

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

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

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

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

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

## BT DATA CENTRE HOSTING SERVICE SCHEDULE

### SUMMARY OF CONTENTS – SERVICE SCHEDULE

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

#### 1. SERVICE DESCRIPTION

##### 1.1. Overview

The Service is the provision of a Rack Space or 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 or in the Charges Document.

The Rack Space is provisioned within BT dedicated suite space at the Site which is Tier 3 Data Centre facility with completed Threats, Vulnerabilities and Risks Assessment status (TVRA).

##### 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.
- 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) BT will provide the Customer with rack cabinet for use in the Customer Rack Space(s), unless Customer has its own rack cabinet. Rack cabinet provided by BT is based on standard industrial cabinet with dimension size stated in the Charges Document and following features:
  - i. fitted with fans (to assist with the natural convection out through the top of the Rack),
  - ii. full lockable perforated front and rear doors.
  - iii. minimum 2 x fixed trays
  - iv. 2 x minimum 10-Ways Power Distribution Unit (or Power Strip) c/w 13A UK 3-Pin Socket
  - v. 2 x 32A Single Phase Cee-forms

##### 1.2.2. Environment

The Site offers the following support facilities:

- a) Cargo lift
- b) Passenger lift
- c) Meeting room
- d) Car park
- e) 24 x 7 DC Operation team

## 1.2.3. Power

The Site is provisioned with electrical feeds from local utility services provider and following infrastructure:

- a) Two different feed power grid into the Data Centre
- b) Redundant UPS System
- c) Multi-feed Distribution Matrix
- d) Redundant Backup Diesel Generators
- e) Dual power source to each Rack Space

BT will schedule all electrical works within the Computer room, including any electrical work that affect the facility backbone, outside of Business Hours for operational and safety reasons. BT reserves the right to make an additional charge for any such work where as a result of a request or requirement by the Customer.

## 1.2.4. Cooling

The Rack Space at the Site shall have the following standard cooling facilities:

- a) 24x7 fully redundant air conditioning.
- b) maintenance of an average room air temperature at 22 Degrees Centigrade within a tolerance of plus or minus 1 degrees Centigrade; and humidity at 50 within a tolerance of plus or minus 10%.
- c) under raised floor circulation.
- d) minimum cooling for a heat load of 1kW per square metre (“**Maximum Heat Output**”). This equates to 2kW (6824 BTU/h) of cooling for each Rack.

## 1.2.5. Fire Detection and Suppression

The Site is equipped with:

- a) a high sensitivity smoke alarm system;
- b) gas suppression system, e.g. FM200
- c) pre-action sprinkler system, which has a two-stage activation system to ensure equipment is protected against false alarms
- d) monitoring and alarm equipment; and
- e) portable fire extinguishers.

## 1.2.6. Site Security

The Site is well secured by:

- a) biometric access system.
- b) man trap entrance access
- c) 24 x 7 x 365 Security guard manning and patrol.
- d) Alarm to all doors and can only be access via assigned card
- e) CCTV surveillance with recording on common areas and rack areas

## 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 2 options of the “Remote Hands Tasks” for the Customer to consider:

**a) Basic Remote Hand Services**

- 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 thirty (30) 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. Any unused portion of the Remote Hands Service Quota will not be carried forward to the next consecutive Month.
- vii. Standard Bundled Basic Remote Hands support time is usually in 2, 4 or 8 hours per month
- viii. Subsequent Basic Remote Hands support time may be purchased in 1 hour blocks.

S/N	Task Activity	Response Time	Support Hours
1	Pushing a button, toggling switches	Within 30 minutes	24 x 7 x 365
2	Power cycling a router, server, switch or other piece of Customer equipment	Within 30 minutes	24 x 7 x 365
3	Providing visual verifications and inspection (remote eyes) to assist troubleshooting efforts;	Within 30 minutes	24 x 7 x 365
4	Relaying Customer Equipment status;	Within 30 minutes	24 x 7 x 365
5	Observation and reporting of status indicators or displays	Within 30 minutes	24 x 7 x 365
6	Checking cables and equipment are secured	Within 30 minutes	24 x 7 x 365
7	Checking on local environment in facility management premises	Within 30 minutes	24 x 7 x 365
8	Media Handling Service – changing tapes, handing over tapes to Customer’s appointed offsite storage vendor	Within 30 minutes	24 x 7 x 365
9	Providing Emergency escort services to and from the cage/cabinet; and	Within 30 minutes	24 x 7 x 365
10	Providing Non-Emergency escort services to and from the cage/cabinet; and	3 Business days	24 x 7 x 365

- ix. 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.
- x. For Task 8 on Media Handling, the scopes of coverage are listed as follows:
  - 1) BT or BT approved contractor 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 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.

- 2) Duration to perform the Media Handling will be tabulated and will be deducted from the Remote Hands Service Quota accordingly. Any excess of the Remote Hands Service Quota will be subject to an additional charge.
- 3) Used compact discs and tapes will be stored in the Customer's Rack, as specified by the Customer, unless otherwise Customer requires alternative storage location which subject to additional charges to Customer.

**b) Enhanced Remote Hand Services**

- i. Enhanced Remote Hands Services will be provided by BT or BT approved contractor to carry out ad-hoc tasks at the request of authorised Customer Personnel.
- ii. Enhanced Remote Hands Services can only be made available on an advanced booking basis, and to perform the tasks listed below.
- iii. Enhanced Remote Hand support time is usually pre-purchased with total effort hours worked out in advance by BT in consultation with the Customer.

S/N	Task Activity	Lead Time	Support Hours
1	Organizing shipping of equipment (Customer to provide shipping vendor to coordinate with BT)	5 Business days in Advance	9am to 6pm (Business Hour)
2	Wiring services such as moving, securing or terminating cables;	5 Business days in Advance	9am to 6pm (Business Hour)
3	Install, replace or remove equipment, such as a router, switch card, disk drive, memory or any equipment components that are modular in design;	7 Business days in Advance	9am to 6pm (Business Hour)
4	Verifying, adding, removing a demarcation label	5 Business days in Advance	9am to 6pm (Business Hour)
5	Mount and dismount of equipment to or from rack cabinet (Customer to provide layout)	10 Business days in Advance	9am to 6pm (Business Hour)
7	Equipment installations (Physical installation only. Configuration not in scope)	10 Business days in Advance	9am to 6pm (Business Hour)
8	De-installation of equipment (step by step procedure provided by Customer or guided over by phone)	10 Business days in Advance	9am to 6pm (Business Hour)
9	Move equipment within DC and cabinets	7 Business days in Advance	9am to 6pm (Business Hour)
10	Receiving Equipment (Customer to provide detail equipment list)	7 Business days in Advance	9am to 6pm (Business Hour)
11	Take inventory of equipment, recording digital pictures and recording serial numbers	7 Business days in Advance	9am to 6pm (Business Hour)
12	Interface card removal and installation (step by step procedure provided by Customer or guided over by phone. Physical installation only, configuration not in scope)	7 Business days in Advance	9am to 6pm (Business Hour)
13	Soft-booting a server	Within 4 hours	24 x 7 x 365

- iv. For Task 11, Customer acknowledges and agrees that BT and the Site Owner shall not be liable or responsible for any missing, incorrect or damage components being delivered by their vendor.
- v. For Task 14, the Customer shall provide a step-by-step procedure for BT or BT approved contractor to follow, via a conference call. At the same time, login credentials needs to be provided to allow access to the system in order to do soft restart.

- vi. The Customer acknowledges that BT shall not be liable or responsible for any failure or downtime caused by the above Enhanced Remote Hand Tasks, including any wrong instruction provided by the Customer or Customer's authorised representative.

**1.3.1.4.** 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.

**1.3.1.5.** BT reserves the right to require the Customer to confirm the details of a Remote Hands request in writing, email or fax.

**1.3.1.6.** For any other task request not listed in both Basic and Enhanced Remote Hands Services, the Customer acknowledges and understands that such task will be subject to additional charge and base on case by case basis and the nature of the task to be performed, including the resource availability.

### **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 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.

### **1.3.3. 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 that is not adjacent to each other within same suite area, term as "**Cross Connection Within Suite**"
  - iii. To another Rack Space in different suite within same or different floor, term as "**Cross Connection between Suite**"
  - iv. To another Rack Space in different building within the Site compound that has ready inter building connections provisioned, term as "**Inter-Building Cross Connection**"
- b) Each standard cabling connection for above a(i), a(ii) and a(iii) come with 1 physical link with a backup link laid (1 active, 1 standby) which can be either UTP (CAT5/CAT6) or Single Mode with the following Service Level:
  - i. Response Time: within 30 mins upon incident logged
  - ii. Resolution Time: within 4 hours to replace faulty wiring.

Any requirement for resolution time below 4 hours, the Customer requires to subscribe additional physical link for the relevant Cross Connection services and set up Active-Active design.

- c) For the Inter-Building Cross Connection in above a(iv), the link shall be provisioned with minimum 2 x 2 Core Single mode when order is requested.
- d) BT will schedule all overhead or under floor cabling work within the Site outside of Business Hours for operational and safety reasons.
- e) 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.

### **1.3.4. Internet Connectivity**

- a) Where available and indicated in the Charges Document or Order Form, BT will provide the subscribed Internet connection. The Service interface will be presented as a CAT5 or CAT6 cable with a standard RJ45 termination at the allocated patch panel provided by BT or directly into the designated Customer's Equipment. A second internet bandwidth feed can also be provided on request.

- b) BT or BT approved contractor of the Internet Provider will allocate 16 Static IP address. Additional IP addresses may be made available to the Customer and are subjected to the appropriate approval and availability of the IP Address. 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 the relevant RIR (Regional Internet Registry). In such circumstances a minimum 30 days notice period will be given to allow for co-ordination.
- c) The Customer may request an increase in the Customer's Internet Connectivity, subject to:
  - i. the Customer giving BT minimum 14 Working Days notice;
  - ii. availability; and
  - iii. 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

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 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.

**4.1.2.** 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.

**4.1.3.** 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).

**4.1.4.** The Customer acknowledges that BT is entitled to treat instructions from the Customer Contact regarding the Service as bona fide authorised requests for and on behalf of the Customer.

### **4.2. Passwords and Electronic Access Cards (EAC)**

**4.2.1.** For operational reasons BT may allocate to the Customer password(s) and EAC's to be used in connection with the Service, but ownership of the EAC's will remain with BT at all times.

**4.2.2.** The Customer is responsible for the security and proper use of all passwords and EAC's allocated by BT (including changing such passwords on a regular basis). The Customer must take all necessary steps to ensure that passwords are kept confidential and that EAC's are not provided to unauthorised people and that the Customer will not keep the address of the Building with the EAC's. Where the Customer is provided with a PIN number with the EAC's, the Customer will be responsible for maintaining the security of that PIN number and will not keep the PIN number with the EAC.

**4.2.3.** The Customer must immediately inform BT if there is any reason to believe that a password allocated by BT has, or is likely to, become known to someone not authorised to use it or is being, or is likely to,



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

- 4.2.4. BT reserves the right to suspend a password or withdraw access from an EAC (whatever the case may be) where BT reasonably believes that password or EAC security has not been maintained, or on expiration or termination of this Service Schedule. BT will notify the Customer as soon as possible after it has suspended a password or withdrawn access from an EAC.
- 4.2.5. If the Customer forgets, loses (including where the password has been stolen) or wishes to change a password allocated by BT, the Customer must contact BT and satisfy such security checks as BT deems necessary.
- 4.2.6. BT reserves the right (at its sole discretion) to require the Customer to change any or all of the passwords allocated by BT and used by the Customer in connection with the Service.
- 4.2.7. The Customer must, as soon as reasonably practicable, inform BT of any changes to the information that the Customer supplied in relation to the security of the Service.
- 4.2.8. BT reserves the right to treat a failure to comply with this Section 4.2 as a material breach in accordance with Clause 19.1(b) of the Conditions.

### 4.3. Access and Visitors

- 4.3.1. The Customer will provide BT with a list of all Visitors (typically, limited to 3 at any one time) who shall be entitled to enter the Site with appropriate proof of identity in accordance with this Service Schedule. The Customer will promptly inform BT of any changes to the list of Visitors.
- 4.3.2. The Customer will procure that Visitors to the Site:
  - a) 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.
- 4.3.3. 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;
- 4.3.4. 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 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.

**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 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 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.

**5.1.5.** 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.** 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, and removal can only be started upon all outstanding payments are made in full to BT. 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, Customer Equipment hosted in the 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 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. Service Levels**

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



## 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

A/C Power systems in the Data Centre are maintained to run uninterrupted, including during a utility power outage. A/C power to the outbound port on client serving power distribution unit (PDU) is guaranteed to be available **99.99%** of the time in a calendar month based on the following formulae and supported with fully redundant UPS and Power generator.

$$\text{Power Availability (\%)} = \frac{\text{TotalAvailableTime} - \text{TotalOutage}}{\text{TotalAvailableTime}} \times 100\%$$

*Total Outage = Total Outage in Minutes (excludes downtime not covered as stated in Section 1.4 & 3)*  
*Total Available Time = denotes 24 hours x 60 minutes x total number of days in a calendar month*

#### 1.2. Cooling Availability

Target ambient room temperature will be 22 Degrees Celcius in the server area of the Data Centre. Ambient room temperature will not vary by more than +/- 1 degree. BT shall guarantee that the Cooling Availability on the Heating Ventilation and Air Conditioning (HVAC) facilities within the BT Suite upto 99.99% in a calendar month based on the following formulae.

$$\text{Cooling Availability (\%)} = \frac{\text{TotalAvailableTime} - \text{TotalOutage}}{\text{TotalAvailableTime}} \times 100\%$$

#### 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:
- The failure of equipment that is not fully owned and managed by BT;
  - Maintenance or service interruptions requested by the Customer;
  - 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);
  - 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.

## 2. NETWORK AVAILABILITY

This section of the SLA covers operational status of the Internet bandwidth backbone infrastructure ("Internet Connectivity"):

### 1.

#### 2.1 Internet Connectivity

2.1.1 BT agrees that the connection to the Site's Internet backbone infrastructure will have a cumulative **99.99%** availability in a Calendar month based on the formulae specified in Section 2.1.2 and provided that:

- the Internet Connectivity is defined as the portion of the network extending from the outbound port on the Customer's cabinet switch to the outbound port on the border router.
- if the Service is unavailable it must be reported by the Customer and acknowledged by BT. The period of unavailability will commence from when Customer reported to BT the fault.
- following investigation and repair BT will contact the Customer to agree that the Service can be accessed from the Internet. This will be deemed to be the end of the period of unavailability unless the Customer does not confirm the fix.
- the downtime shall not be covered by BT which results from or for any of the following reasons:
  - The failure of equipment that is not fully owned and managed by BT;
  - Scheduled (scheduled maintenance set forth in the following definition and provided in writing to the technical contacts provided by the Customer) or emergency maintenance performed at BT' initiative;
  - Maintenance or service interruptions requested by the Customer;
  - 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);
  - 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.;
  - Latency on Internet Bandwidth.

2.1.2 Formulae Definition on Internet Connectivity are as follows:

$$\text{Internet Connectivity Availability (\%)} = \frac{\text{Agreed Time} - \text{Unplanned DownTime}}{\text{Agreed Time}} \times 100\% -$$

*Agreed Time (in minutes) = Total Time – Planned DownTime*

*"Total Time" is taken as 24 hours x 60 minutes x total number of days in a calendar month.*

*"Planned DownTime" are scheduled and routine maintenances including but not limiting to, maintenance by BT, maintenance by BT's upstream service providers, maintenance by public telecommunications infrastructure, which affects the accessibility of BT's network.*

*“Unplanned DownTime” are network outages which occurred during an agreed usability window, within BT’s authority and control. Outages caused by, but not limited to, upstream service providers and disruption caused by a defective public telecommunications infrastructure and act of natural disasters are specifically excluded.*

## 2.2 Service Credit Rebate

2.2.1 If BT fails to meet the obligations set out in Sections 2.1.2 above, subject to Section 2.1.1(d) & 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 Internet Connectivity	99.99% measured over the monthly service period	a) 2% of the monthly recurring fee on Internet Bandwidth for the first 4 Hours of Internet Connectivity outage. b) 3% of the monthly recurring fee on Internet Bandwidth for >4 to 12 Hours of Internet Connectivity outage. c) 4% of the monthly recurring fee on Internet Bandwidth for >12 Hours of Internet Connectivity outage.

## 3. 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 or 2, BT’s maximum credit rebate liability in respect of Section 1 and 2 (combined) in any one Month will be one Month’s Service Subscription charge of the relevant affected Service component.

## 4. 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.

## 5. HOW TO MAKE A CLAIM

5.1. 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 Singapore Pte Ltd  
8 Changi Business Park Ave 1 (South Tower), #08-51 UE Bizhub East, Singapore 486018*

- b) or by email to :

**enc@bt.com**



## ***End User Agreement for AMEA DC Hosting Service Level Agreement Schedule***

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- 5.2. 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.

### **6. HOW TO MAKE A CLAIM**

- 6.1. BT reserves the right to verify claims for reductions in the subscription charges to ensure they are in accordance with this Service Level Agreement.
- 6.2. Once verified, claims will be paid to the Customer by means of a reduction in the Customer's subscription charges for the Service on the next invoice.