

Nutley Telehousing Service Schedule - CMS

Version 1.0

This Service Schedule for Telehousing Services in the BT Nutley, NJ Data Center (“**Services**”) is, upon execution by the Parties of an Order for the Services, made a part of that Order and shall apply to such Services and, unless superseded by a different Service Schedule, to all subsequent Orders for such Services. Any reference in this Service Schedule to the “Agreement” shall be to the terms and conditions that are referenced in CMS for the Services. All capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the Agreement.

Access by Customer or its representatives or agents to any BT Hosting Center is subject at all times to compliance with BT’s Rules of Conduct for Access to Hosting Centers. A copy of the rules as of the date of the Agreement is attached as Attachment A.

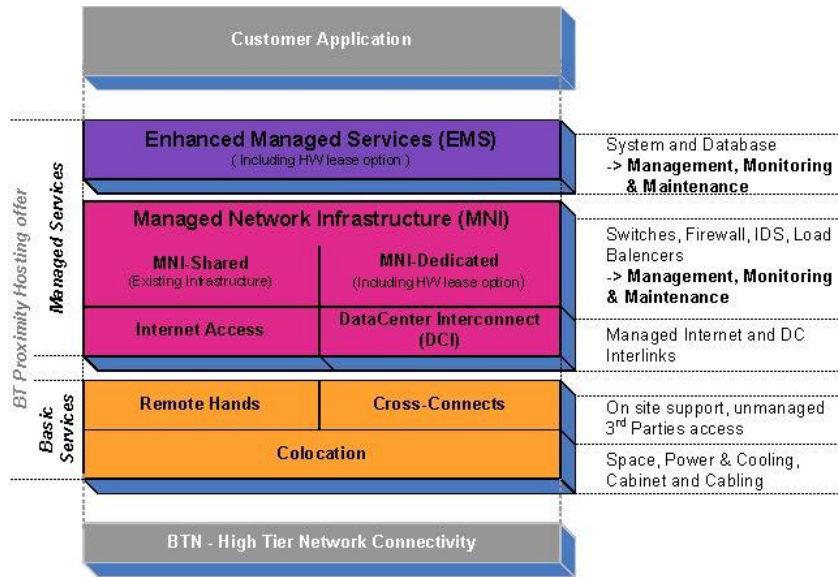
This Service Supplement contains the following:

- I. A summary description of Telehousing Services;**
- II. Changed Management Quota;**
- III. SLA Performance Targets;**
- IV. SLA Conditions and Exclusions;**
- V. Definitions**

I. Summary Description of Telehousing Services

As used herein, Services include but are not limited to Co-location, Managed Network Infrastructure, Enhanced Managed, and Internet Access Services (figure 1).

Figure 1 – Telehousing Services



II. Changed Management Quota for Telehousing Services

BT will implement changes to the customer environment as required. The number of changes permitted within a given time period is capped. The change quota for each Service is as follows:

Co-location Service	Unlimited - managed via Remote Hands service
Managed Network Infrastructure (MNI) and Enhanced Managed Service (EMS)	5 Minor changes per month 12 Major changes per year

Changes are classified as either Minor, which are those that require less than one hour, or Major, which are those that require at least one hour. The change management policy, definitions, procedures, categories and priorities are described further in the **Customer Handover Document** (“CHD”).

Additional Charges shall apply to changes in excess of the quotas set forth above.

III. SLA Performance Targets for Telehousing Services

BT provides a performance target (the “**Performance Target**”) in relation to Service Availability (“**SA**”), as set forth in *Appendix A* of this Service Supplement.

SA will be recorded on an exception basis as a result of any problem that fails to meet a Performance Target set forth in *Appendix A*. Determination of the cause and duration of problems and outages shall be within BT’s sole discretion. Outages will be measured in units of minutes.

If BT fails to meet the Performance Target as stated in *Appendix A*, Customer may claim the service credit associated with the Performance Target, subject to the conditions and exclusions set forth in Section IV. Credits shall be payable in the form of a set-off against future Charges (or solely in the case of a service credit properly payable where there are no future monthly invoices against which the credit could be made, in the form of a cash payment).

Performance Targets are enforceable upon completion of installation of the Service as specified in the Order.

IV. SLA Conditions and Exclusions for Telehousing Services

This SLA is subject to the following conditions and exclusions:

1. The service credits are Customer's sole and exclusive remedy for any and all non-performance of any aspects of the delivery of Hosting Services, including but not limited to BT's failure to meet Performance Targets.
2. Service credits will only be due to the BT customer that is paying the Monthly Charge for the Service.
3. In no event will total service credits due under this SLA in any calendar month, with respect to any Service, exceed fifty percent (50%) of the Monthly Charge for the applicable Service for that month.
4. Credits under this SLA must be claimed by Customer in writing within sixty (60) days following the end of the month in which Customer believes the relevant Performance Target was not achieved. Within twenty (20) business days following receipt of the claim, BT will confirm in writing to Customer the amount of the credit, if any, from reports generated by BT. The amount of credit, if any, calculated by BT and confirmed in writing to Customer shall be the final definitive assessment of the credit payable.
5. The Performance Targets apply only from the first full month following the In-Service Date of the Service.
6. Notwithstanding any other provision of this SLA to the contrary, in no event shall Customer be entitled to receive credits for non-achievement of any Service or any Performance Targets if caused by or resulting from:
 - i. the occurrence of any event of Force Majeure;
 - ii. the exercise of any right of BT to cancel, terminate or suspend Service;
 - iii. any Scheduled Downtime or changes agreed to by the Parties; or
 - iv. any act or omission of Customer or any of Customer's, employees, officers, subcontractors, agents or users, including without limitation, (A) a delay caused by incomplete or inaccurate order information supplied by Customer or by an approved agent of Customer; (B) a delay caused by changes to the design of the Service to be supplied by BT that were initiated by a change or request from Customer; or (C) Customer's failure to purchase adequate capacity or other services as recommended by BT.

V. Definitions

“Scheduled Downtime”	Maintenance scheduled by BT or any time the Customer requests that the Services are to be disrupted for planned works.
“Measurement Period”	Equals a calendar month for the purpose of defining the period of measurement for reporting SLA.
“Customer Environment”	The servers and associated equipment and software that are exclusive to the Customer for the purpose of performing the Customer’s application.

Copyright Owner	©BT 2018. All Rights Reserved. Any unauthorized use, duplication, or disclosure is prohibited by law and may result in prosecution.
Version	1.0 CMS
Publication Date	18 January 2018
Document Type	Service Schedule – Telehousing Services

Appendix A: SLA Performance Targets Matrix

The following table sets out the Performance Targets for Telehousing Services:

Service	Measurement	Definition	Calculation	Measurement Period / Frequency of calculation	Performance Targets	Monthly Service Credit Percentage
Co-location Service	Availability	Measures the up-time of the Hosting Centre. Excludes scheduled downtime.	(Total availability – downtime in minutes)/ Total availability	24x7 / Monthly	(a) 99.999% or more (b) 99.998 or less	(a) No credits. Charges due as invoiced (b) One (1) days credit for each full 30 minutes of Outage Time on the affected service. Minutes will be cumulative within each calendar month
* Managed Network Infrastructure Service (MNI) <i>* Shared and Dedicated</i>	Availability	Measures the up-time of the applicable LAN, Firewall, Load Balancer or Internet IDS. Excludes scheduled downtime.	(Total availability – Downtime in minutes) / Total availability	24x7 / Monthly	(a) 99.999% or more (b) 99.998 or less	(c) No credits. Charges due as invoiced (d) One (1) days credit for each full 30 minutes of Outage Time on the affected service. Minutes will be cumulative within each calendar month

<p>Enhanced Managed Service (EMS)</p>	<p>Availability</p>	<p>Measures the up-time of the applicable Server Operating System and Database.</p> <p>Applies to High Availability designs only.</p> <p>Excludes scheduled downtime.</p>	<p>(Total availability – Downtime in minutes)/ Total availability</p>	<p>24x7 / Monthly</p>	<p>(a) 99.999% or more</p> <p>(b) 99.998 or less</p>	<p>(a) No credits. Charges due as invoiced</p> <p>(b) One (1) days credit for each full 30 minutes of Outage Time on the affected service. Minutes will be cumulative within each calendar month</p>
<p>Internet Access</p>	<p>Availability</p>	<p>Measures the up-time of the Internet service.</p>	<p>(Total availability – Downtime in minutes)/ Total availability</p>	<p>24x7 / Monthly</p>	<p>(a) 99.999% or more</p> <p>(b) 99.998 or less</p>	<p>(a) No credits. Charges due as invoiced</p> <p>(b) One (1) days credit for each full 30 minutes of Outage Time on the affected service. Minutes will be cumulative within each calendar month</p>
<p>Data Center Interconnect (DCI)</p>	<p>Availability</p>	<p>Measures the up-time of the Datacenter Interconnect service.</p>	<p>(Total availability – Downtime in minutes)/ Total availability</p>	<p>24x7 / Monthly</p>	<p>(a) 99.999% or more</p> <p>(b) 99.998 or less</p>	<p>(a) No credits. Charges due as invoiced</p> <p>(b) One (1) days credit for each full 30 minutes of Outage Time on the affected service. Minutes will be cumulative within each calendar month</p>

ATTACHMENT A

Rules of Conduct for Access to Hosting Centers

These Rules of Conduct are intended to minimize potential interference with the Network and other sites, servers and equipment hosted in the Hosting Center. Physical access to the Hosting Center shall at all times be subject to adherence to these Rules of Conduct.

1. Except as otherwise stated herein, physical access to the Hosting Center shall be limited to BT personnel and those individuals authorized by BT.
2. If Customer wishes to enter the Hosting Center, it shall provide not less than forty-eight (48) hours written notice ("Notice") prior to the date and time of the requested physical access to the Hosting Center. All visitors must present a photo ID at time of arrival at the Hosting Center. The visitor's personal information will be recorded, and the visitor will be required to wear a visitor's badge throughout the facility. Non-BT visitors must be escorted at all times.
3. The Notice shall set forth the requested access time, the purpose of the requested access, and the name of the person(s) who are requesting authorization to gain access to the Hosting Center. The Customer shall defend, indemnify and hold BT harmless from any acts or omissions by employees or agents allowed in the Hosting Center or any other BT premises.
4. In the case of an emergency, physical access to the Hosting Center may be granted to the Customer. Access in an emergency will be only allowed to those Customer's representatives registered with BT security, and they must present a photo ID at time of arrival. Unless otherwise agreed to the contrary, Hosting Center access requires an escort, whose time will be billed at BT's then prevailing time and materials rates.
5. In all circumstances, the Customer will have access to only those areas that contain its Customer Equipment or BT Supplied Equipment.
6. If there is a mechanism for the Customer to make modifications, installations, or adjustments to the Customer Equipment without the need for physical access to the Hosting Center, the Customer shall use such mechanism in order to achieve such modifications, installations, or adjustments. Such mechanisms shall include but not be limited to (i) remote log-in, (ii) providing data, software or reasonable instructions in order to enable BT to perform an appropriate installation, adjustment, or modification on a "remote hands" basis and/or (iii) removal of the Customer Equipment by BT and provision of a dedicated work area outside of the Hosting Center for the Customer to access the Customer Equipment.
7. In the event any operation in the Hosting Center ceases to function properly immediately after any representative of Customer has physical access to the Hosting Center and BT has a reasonable basis for believing that such representative's acts or omissions gave rise to such malfunction, BT shall hold Customer liable for such malfunction and shall not be deemed to be in violation of its obligations to Customer, unless Customer can demonstrate by clear and convincing evidence that the malfunction was due to BT's actions or inactions.
8. At all times, Customer will adhere to all security programs and processes of the facility including but not limited to displaying visitor IDs, compliance with evacuation alarms, and not attempting to gain access to restricted areas even in the case of temporary inoperable condition of the security systems. Customer will also follow local ordinances and general requirements clearly posted throughout the facilities including but not limited to those related to smoking, eating, security, and cellular phone use.
9. If any of the rules set forth herein are not adhered to, BT shall have the right to ask and ultimately escort the Customer representative out of the facility. In such cases, the incident will be fully documented.