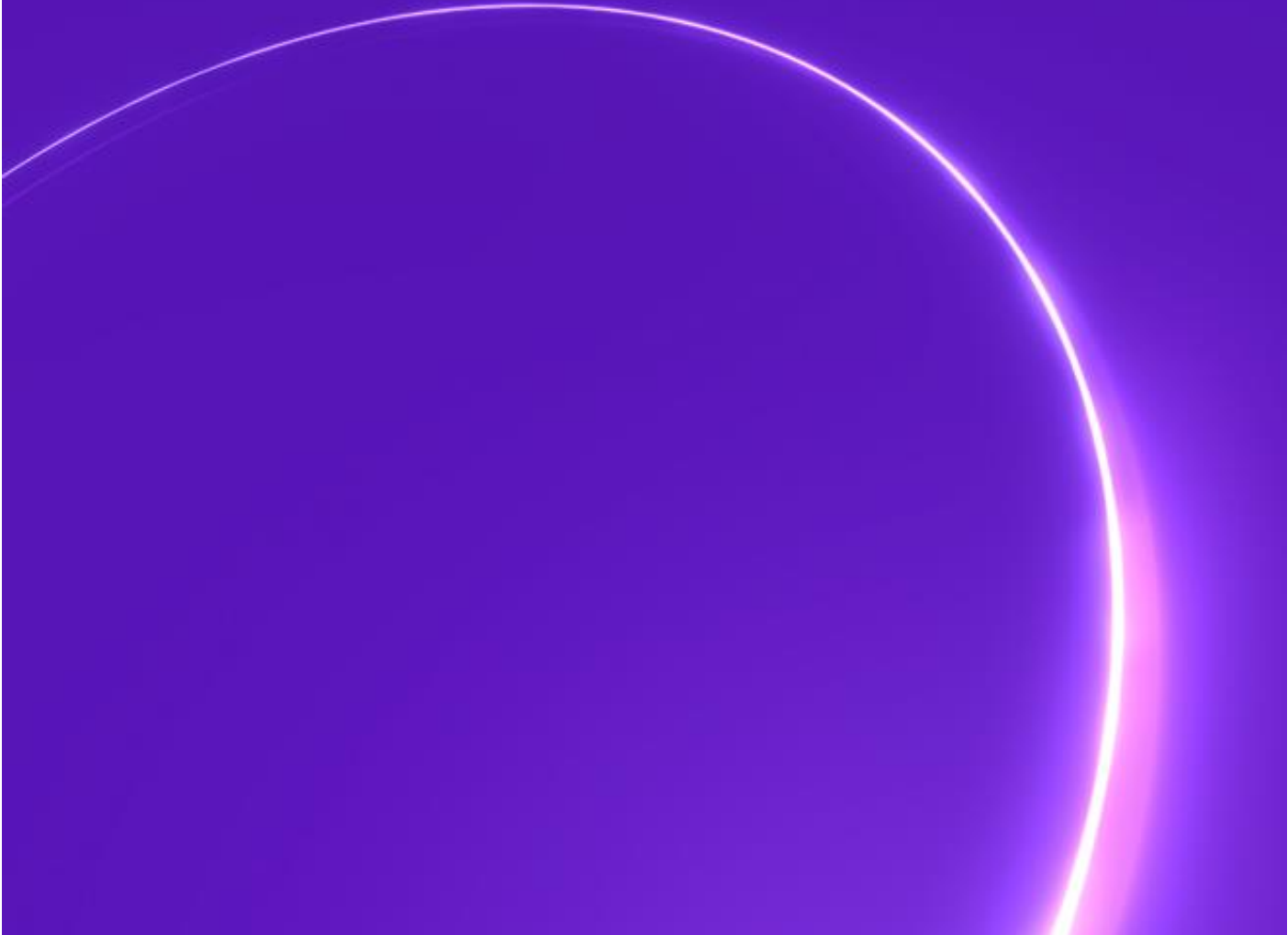




# BT Compute Co-Location

Schedule to the General Terms

Date: June 2020



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## A NOTE ON 'YOU'

'You' and 'your' mean the Customer.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us', 'we each' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

## Part A – The Service

### 1 SERVICE SUMMARY

BT will provide you with one or more Footprints in one or more Sites in a controlled environment suitable for the installation of the Customer Equipment, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options that are selected by you as set out in any applicable Order, (the "**Service**").

### 2 STANDARD SERVICE COMPONENTS

BT will provide you with all of the following standard service components ("Standard Service Components") in accordance with the details set out in any applicable Order:

#### 2.1 Footprint

- 2.1.1 The Service will include a minimum of one Footprint. The number of Footprints to be supplied to you are set out in the Order.
- 2.1.2 Each Footprint will be on a raised floor unless otherwise set out in the Order.
- 2.1.3 The standard floor loading for each Footprint is 400kg ("**Standard Floor Loading**"), unless otherwise set out in the Order.

#### 2.2 Site Facilities

- 2.2.1 Sites provided for use with the Service will have the following facilities as standard:
  - (a) forced air cooling supplied to each Footprint through strategically placed vented files to facilitate cool air intake at the front of the rack;
  - (b) maintenance of an average room air temperature at 22 degrees Celsius within a tolerance of plus or minus five degrees Celsius humidity will be maintained at 50% within a tolerance of plus or minus 10%
  - (c) Power
    - i. BT will provide a Resilient Power Feed to the Racks or Footprints. The power rating at each Rack (per electrical feed) will be 230/240V AC.
    - ii. Each 230/240V AC electrical feed is fused in the power distribution units at 32 amps. Where Racks are provided by BT, the Resilient Power Feed will terminate on separate power strips within the Rack. Where Racks are provided by you, the Resilient Power Feed will be provided via two separate termination points (typically IEC 60309 "commando sockets"), the location of which will be advised to you during the installation phase.
    - iii. Electrical feeds to the Customer Equipment will be backed up by the use of standby generators and uninterrupted power supplies in a minimum N+1 availability configuration
    - iv. The standard critical power consumption will be no more than 3kW for each Footprint ("Standard Power Load") unless otherwise agreed in the Order. Higher and lesser density configurations are available on request and subject to Site technical and capacity limitations and associated commercial agreement.
    - v. Unless we agree to an unbundled utility power charge, the Charge for standard critical power consumption will be included in your invoice as set out in the Order. Where we have agreed to an unbundled power charge, BT reserves the right to review from time to time the kW price for the power component of the Services in the Charges Schedule (or as documented on the Order) and adjust

the price per kW accordingly in light of changing market conditions in the electricity supply market.

- (d) fire detection and suppression comprising:
  - (i) a high sensitivity smoke detection and alarm system;
  - (ii) a fire suppression system
  - (iii) monitoring and alarm equipment; and
  - (iv) portable fire extinguishers;
- (e) Site security, comprised of:
  - (i) Building and premises perimeter physical security effected by using landscaping, gates and vehicle barriers;
  - (ii) 24x7x365 security guard patrol of the Site and monitoring by closed circuit TV cameras with alarms interconnected to an active monitoring system;
  - (iii) electronic access control - for operational reasons BT may provide you with electronic access cards for the Site ("**EAC**") on the Service Start Date or when you visit the Site;
  - (iv) Site access for approved Visitors – On your initial visit and on a periodic basis thereafter you will be asked to provide identification in the form of a valid government issued photographic identification such as a public services card, passport and/or driving licence. This will be validated and checked against a list authorised by both of us before entry is permitted.

2.2.2 Any variations in the facilities that are available in a Site will be set out in the Order.

### 2.3 No Lease or Licence

BT is providing you with a service and provision of the Service is not intended to and will not constitute a lease or licence of any real or personal property. By availing of the Service, you agree and acknowledge that:

- (a) you have not been granted any interest in the Site or any other BT premises;
- (b) the Service does not confer any right to exclusive occupation in the Site; and
- (c) you have no rights as a tenant or otherwise under any landlord and tenant laws or regulations

## 3 SERVICE OPTIONS

BT will provide you with any of the following chargeable options that are selected by you in any applicable Order ("**Service Options**") and in accordance with the details set out in that Order:

### 3.1 Racks

3.1.1 BT will provide you with Racks for use on your Footprint(s). Racks provided by BT are fitted with lockable front and rear doors via individual keys that are held on site by BT.

### 3.2 Internet connectivity

BT will provide as standard a resilient Internet connection at 1000 Mbps. The connection will be presented as a CAT6 cable with RJ45 terminations to interface with the Customer Equipment. Fibre options for the connection are also available on request.

#### 3.2.1 Internet Service

- (a) BT will provide a redundant active/passive connection to the Internet. Customer Equipment will need to be configured to avail of this.
- (b) BT will monitor network bandwidth usage using the 95<sup>th</sup> percentile standard.

#### 3.2.2 Contracted Rate of Traffic

The Internet connectivity will be subject to Usage Charges which will be determined by reference to the Committed Burst Rate (CBR) (also known as bandwidth commitment) as stated on the Order and by measurement of actual usage of the service based on the 95<sup>th</sup> percentile billing model.

How usage is determined: BT's statistics system collects samples from its routers and switches every 5 minutes. Since the samples are taken every 5 minutes, the data sample represents a 5 minute averaged bits per second value.

At the end of your billing cycle, these 5 minute bit per second values are gathered and sorted. The top 5% of the values, representing the highest points of bandwidth usage during the month, are discarded. The remaining highest value is the 95th percentile sample and is recorded by BT in the billing system.

How usage is billed: The 95<sup>th</sup> percentile is compared against the CBR and the greater of the two figures is taken for billing purposes as the usage, which is then charged at the rate stated in the Order.

### 3.3 Remote Hands

3.3.1 The Remote Hands Service Option comprises assistance by BT to carry out routine tasks on your behalf at the nominated Footprint in accordance with your instructions. Such tasks may include:

- (a) lamp status checking;
- (b) power recycling;
- (c) button pushing; and/or
- (d) removal/insertion of cords, cables and plugs,

("Remote Hands Tasks").

3.3.2 Where ordered and set out in the Order, you may request BT to perform Remote Hands Tasks for two hours per month or multiples thereof ("**Remote Hands Service Quota**"). Each request to perform any Remote Hands Tasks will be classified as taking 30 minutes and will be deducted from the Remote Hands Service Quota accordingly. BT will Charge you for requests to perform Remote Hands Tasks in excess of the Remote Hands Service Quota. Any unused portion of the Remote Hands Service Quota will not be carried forward to the next consecutive month.

3.3.3 BT may require you to confirm the details of a Remote Hands request in writing, email or fax.

### 3.4 Media Handling

3.4.1 BT will insert and remove back-up compact discs and/or tapes provided by you at the relevant Rack in multiples of 10 tapes ("**Media Handling**"). The schedule of frequency of changes and location of tapes ("**Tape Change Schedule**") will be provided by you and set out in the Order.

3.4.2 All Media Handling will be performed at the relevant Rack during Business Hours on the relevant Business Day.

3.4.3 Used compact discs and tapes will be stored in your Rack.

3.4.4 In an Emergency and on your request to the Service Desk, BT will recover your media, if available in the Rack, within four Business Hours of the request and carry out your reasonable instructions with regards to the insertion and storage of those compact discs and/or tapes. There will be an additional Charge to you where BT carries out these activities.

3.4.5 For an additional fee as set out in the Order, BT will store media in a BT provided shared safe in the datacentre. Volumes, retention periods and associated Charges will be set out in the Order.

### 3.5 Internal Cabling

3.5.1 Subject to any technical constraints BT will arrange for Internal Cabling within the Site as set out in an Order. With the exception of internet connectivity as detailed in the order, the connection to the Customer Equipment at the Footprint and connection to the BT Network or any third party network is not part of the Service.

3.5.2 There will be an additional Charge to you where BT carries out any other necessary installation work for wiring within the Site as a result of a request or requirement by you.

## 4 SERVICE MANAGEMENT BOUNDARY

- 4.1 BT will provide and manage the Service as set out in Parts B and C of this Schedule and as set out in the Order up to the Rack, which is located in the Footprint. ("**Service Management Boundary**").
- 4.2 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

## 5 ASSOCIATED SERVICES

- 5.1 If BT provides you with any services other than the Service, this Schedule will not apply to those services and those services will be governed by their separate terms and conditions.

## 6 SPECIFIC TERMS AND CONDITIONS

### 6.1 Termination for Convenience

For the purposes of clause 17 of the General Terms, you may, at any time after the Service Start Date and without cause, terminate the Service or any Order by giving 90 days' written notice to BT, subject to payment of the relevant termination for convenience Charges set out herein.

### 6.2 Minimum Period of Service and Renewal Periods

- 6.2.1 Unless one of us gives Notice to the other of an intention to terminate the Service at least 28 days before the end of the Minimum Period of Service or a Renewal Period ("**Notice of Non-Renewal**"), at the end of the Minimum Period of Service or any subsequent Renewal Period, the Service will automatically extend for the Renewal Period, and both of us will continue to perform each of our obligations in accordance with the Contract.
- 6.2.2 In the event that one of us gives a Notice of Non-Renewal, BT will cease delivering the Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 6.2.3 BT may propose changes to this Schedule by giving you Notice at least 28 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").
- 6.2.4 Within 21 days of any Notice to Amend, you will provide BT Notice:
  - (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
  - (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
  - (c) terminating the Contract at the end of the Minimum Period of Service.
- 6.2.5 If BT has not reached agreement in accordance with Paragraph 6.2.4(b) by the end of the Minimum Period of Service or the Renewal Period, as applicable, the existing terms of this Schedule will apply from the beginning of the following Renewal Period unless either of us elects to give notice in accordance with 6.2.4(c), in which case BT will cease delivering the Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

### 6.3 Use of Customer Space

- 6.3.1 You acknowledge that nothing in this Schedule is intended to create any relationship of landlord and tenant between BT and you and you will have no right of exclusive possession of, nor prohibit or restrict entry to, the Footprint by BT. BT will at all times retain control of, and all legal interest in the Footprint and you will not use the Footprint or the Site for any purpose other than stated in this Schedule.

### 6.4 Insurance

- 6.4.1 You will effect and maintain insurance throughout the Minimum Period of Service and any Renewal Period in respect of:
  - (a) the Customer Equipment, for an amount equivalent to its full replacement value; and

- (b) public and product liability insurance, for not less than €6,000,000 per incident.
- 6.4.2 BT will effect and maintain insurance throughout the Minimum Period of Service and any Renewal Period in respect of public liability insurance and professional indemnity (errors and omissions) insurance with a limit of not less than €6,000,000 per incident.
- 6.4.3 You accept and acknowledge that the Customer Equipment is at your risk for the duration of the Service.
- 6.4.4 Either party will be entitled to request a certificate of insurance from the other to evidence that the insurances referred to in Paragraph 6.4.1 and 6.4.2 are in full force and effect.

## **6.5 Limitation of Liability**

- 6.5.1 You accept that BT is under no obligation to edit, review or modify the Customer Information or Third Party Information and that BT does not examine the use to which the Service is put. However, BT may suspend access to any Customer Information or Third Party Information following Notice to you if BT reasonably believes that there may be a breach of either this Contract, any Applicable Law or any third party right.
- 6.5.2 BT excludes all liability of any kind in respect of Customer Information, Third Party Information, and any other material on the Internet which may be accessed using the Service. BT is not responsible in any way for any goods (including software) or services provided by third parties, advertised, sold or otherwise made available by means of the Service or on the Internet.
- 6.5.3 BT is not liable to you for any loss, liability, Claim, legal proceeding or damage which you suffer as a result of the failure to supply the Service because of an Emergency, for reasons of health and safety or for operational maintenance or improvements or for any suspension of the Service by BT in accordance with this Contract.
- 6.5.4 BT is not liable to you either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including Internet Registration Authorities) or for faults or failures of their equipment.
- 6.5.5 BT is not liable to you for any loss, liability, Claim, legal proceeding or damage which you suffer as a result of your failure to correctly connect the Customer Equipment to the Resilient Power Feed as set out in Paragraph 9.2.12.
- 6.5.6 BT will not be liable for failure to supply or a delay in supplying the Service in the event of:
  - (a) a refusal or delay by a third party to supply a service to BT and where there is no alternative service available at reasonable cost; or
  - (b) BT is prevented by restrictions of a legal or regulatory nature from supplying the Service.
- 6.5.7 If any of the events set out in Paragraph 6.5.6 continue for more than three months BT may serve Notice on you terminating the Contract.
- 6.5.8 You will indemnify BT against all Claims, losses, damages, costs, expenses and liabilities (including arising from any breach of confidence or in connection with any infringement of Intellectual Property Rights) arising from or in connection with:
  - (a) any Customer Information, Third Party Information or other content or communication sent, provided or stored in connection with the Service;
  - (b) the installation, maintenance or use of any software or other material installed by you or on your behalf;
  - (c) where applicable, any injury or damage to the Site or the BT Equipment used for the provision of the Service or other equipment belonging to BT or a third party which is located on the same Site.

## **6.6 Use of Service**

- 6.6.1 The Service is provided solely for your own use and you will not resell or attempt to resell the Service (or any part or facility of it) to any third party without BT's prior written consent.
- 6.6.2 You will be responsible for any obligation or liability arising out of transactions of any kind entered into between you and any third party accessing or acting in reliance on

the Service, Customer Information, or Third Party Information. BT will not be a party to, or in any way be responsible for, any transaction between you and any third party.

- 6.6.3 You will be responsible for the acts and omissions of all employees in connection with the Service and are liable for any failure by any employee to perform or observe the terms and conditions of the Contract, including any instructions issued under Paragraph 9.2.13.
- 6.6.4 You will be responsible for the creation, maintenance and design of all Customer Information.
- 6.6.5 You will ensure that the Customer Information and any Third Party Information does not include any information or material, any part of which, or the accessing of which, or use of which would be a criminal offence or otherwise unlawful. In particular you are responsible for obtaining all necessary licenses and consents (including, but not limited to, those from owners of copyrights or performing rights).
- 6.6.6 You will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to you and which relate to the provision of Customer Information or Third Party Information.
- 6.6.7 You will not use the Service:
  - (a) in any way that does not comply with instructions given by BT under Paragraph 9.2.13 or other competent authority, in the country where the Service is provided;
  - (b) to send or provide unsolicited advertising or promotional material, or to knowingly receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party;
  - (c) other than in accordance with the acceptable use policies of any connected networks and the Internet standards; or
  - (d) otherwise in a way that causes BT loss or damage.
  - (e) other than in accordance with the Acceptable Use Policy as set out in the General Terms.

BT may suspend the Service with immediate effect if you use the Service in contravention of Paragraph 6.6

- 6.6.8 In the event that BT suspends the Service, BT will notify you as to why the Service has been suspended, and you will be required to rectify the problem within a reasonable period of such notification. Where you fail to rectify the problem within a reasonable period of Notice to do so, BT may terminate the Contract in accordance with clause 18 of the General Terms.

## **6.7 Amendments to the Service and Review of Charges**

- 6.7.1 The following sub paragraphs replaces clause 31.1 of the General Terms and as such BT may review the Charges as follows:
  - (a) Subject to sub-Paragraph (c) below, BT may at the end of the Minimum Period of Service, revise the Charges on 28 days' written Notice to you.
  - (b) BT may increase the Charges by the greater of the then applicable annual change in Services Producer Price Index as published by the Central Statistics Office or two per cent per annum on the anniversary of the Service Start Date without advanced Notice.
  - (c) You acknowledge and agree that where BT's suppliers impose an increase in charges on BT within the Minimum Period of Service, BT may revise the Charges on 28 days' written Notice to you.
- 6.7.2 In addition to the events set out in clause 15.1 (Suspension of Service) of the General Terms, BT may, on giving prior Notice where practicable, restrict or suspend the Service or part of the Service in the event that BT is entitled to terminate the Contract in accordance with clause 18 of the General Terms without prejudice to such rights. Where the Service is suspended in accordance with clause 15.1.3 (default of payment) you will continue to pay the Charges for the Service until this Contract is terminated.



6.7.3 BT may for operational reasons change the codes or numbers used by BT for the provision of the Service or the technical specification of the Service, but not if any change to the technical specification materially degrades the performance of the Service.

## 6.8 Notices

6.8.1 The following sub-Paragraphs replace clause 25 of the General Terms:

- (a) Except for Notices given under Paragraphs 9.1.11 and 9.2.13 of this Schedule, any Notices required to be given under the Contract will be in writing, in English and delivered to the following addresses:
  - (i) to BT at:
    - Data Centre Services
    - Unit 4029
    - Citywest Business Campus
    - Co. Dublin
    - D24 E180or by electronic mail from a valid Customer Contact to [citywestservicedesk@bt.com](mailto:citywestservicedesk@bt.com) or any other email address which BT notifies to you.
  - (ii) to you at (a) your address as set out in the Contract; (b) your registered office at the time of the Notice; or (c) any other address or email address notified by you to BT in a Notice from time to time, including, as updated on an Order.
- (b) Each party will promptly notify the other by giving Notice of any changes to its contact details.
- (c) Notices given under the Contract are deemed to have been duly received if:
  - (i) delivered by hand or by courier, when left at the address and a delivery receipt is signed on behalf of the addressee;
  - (ii) sent by registered post, three Business Days after posting; or
  - (iii) sent by email, when receipt of the email is confirmed or acknowledged, including by transmission of an automatic electronic read receipt or manual acknowledgement from the recipient.

## 6.9 Access to Internet

You acknowledge and agree that where the Service provides access to the Internet, the use of the Internet is at your own risk.

### 7 SERVICE SUPPORTING PROCEDURES (NORMAL WORKING HOURS UNLESS OTHERWISE STATED)

#### 7.1 Proactive Service Management

- 7.1.1 Pro-active management is the process of actively managing service elements in order to prevent or minimise the impact of faults on the business process.
- 7.1.2 Monitoring of key performance indicators during the Service Window. BT will monitor key performance indicators, as set out in Part C below.
- 7.1.3 When thresholds are exceeded on the specific service key performance indicators, a ticket will be raised through the Incident Management process. Priority Level 1 incidents will be raised during the Service Window.
- 7.1.4 When trends are identified that can cause future Incidents a request for change can be initiated via the Change Management process.

#### 7.2 Incident Management

- 7.2.1 Incident Management is the process of recording, classification and resolution of Incidents and the subsequent monitoring and reporting on the progress of the Incident resolution.
- 7.2.2 The Service Desk will receive and record Incident reports from the Customer during the Service Window.
- 7.2.3 If you report an Incident, BT will use structured questioning in relation to the Service to determine cause and severity of the Incident.
- 7.2.4 If BT detects an Incident, BT will perform tests to determine cause and severity of the Incident.
- 7.2.5 If the Incident is found to be under the scope of the Service provided, BT will start the resolution during Normal Working Hours unless BT has allocated a Priority Level 1 to the Incident, in which case the resolution will be started during the Service Window.
- 7.2.6 Work that is not under the scope of the Services provided and / or is caused by the fact that you are not adhering to what is stated in Section 9 of this Schedule, your obligations, will be subject to your further instructions and agreement to additional charges.
- 7.2.7 Incident resolution and update times are specified in the Service Level Agreement.
- 7.2.8 Following Incident resolution BT will contact you to agree that the Incident has been resolved. This will be deemed to be the end of the Incident and the trouble ticket will be closed unless you advise BT that the Incident is still not resolved. In the event that you advise BT that the Incident is not resolved, BT reserves the right to reassess the priority level assigned to the Incident.

#### 7.3 Problem Management

- 7.3.1 A Problem Manager can be assigned to own the Problem. The Problem Manager will be responsible for finding a structural resolution that prevents similar Incidents in the future.
- 7.3.2 If a resolution is found this will be implemented following the Change Management process.

#### 7.4 Change Management

- 7.4.1 The Change Management process becomes applicable on the Operational Service Date.
- 7.4.2 Only Customer Contacts can submit a Request for Change (RFC) via a Request for Change form, which should be sent by email to the BT Service Desk, as specified in the Customer handbook.

- 7.4.3 To clarify certain change requests, BT's operations teams may need to contact the change initiator directly at contact details as filled out in this change form.
- 7.4.4 If BT initiates an RFC, it will ask the Customer Contact for approval. In case of highly urgent or changes relating to an Emergency, such as problems that require immediate action to avoid a priority one impact on the Service, BT shall be entitled to carry out the change directly if Customer Contact cannot be reached.
- 7.4.5 RFC's will be implemented during Normal Working Hours. Implementation of changes outside Normal Working Hours is subject to charges according to the applicable tariff.
- 7.4.6 Depending on the size and scope of an RFC, BT may require that the RFC is referred to the account management team for the preparation of a commercial proposal. The proposal will specify the impact and implementation time of the RFC and will be quoted according to the applicable tariff. The BT account management team shall agree all relevant Charges and implementation terms with you and implementation shall begin on agreement of commercial terms.
- 7.4.7 Changes initiated by you shall be subject always to BT resource availability.

## 7.5 Reporting

- 7.5.1 Reports may be provided to you upon request. Reports will only be provided when relevant data can be reported on. Reports will furthermore only contain report items that are relevant to the Service and its components. This can be arranged in mutual agreement between you and BT. For P1 faults an initial report will be provided to you within one Business Day on Incident resolution.
- 7.5.2 Bespoke or customised reports can be requested as a chargeable option.
- 7.5.3 For faults other than P1 Faults, you can receive on request (and where available) a Monthly Incident report within 10 Normal Business Days after the reporting period containing the outstanding and closed Incidents with the following information:
  - Reference number
  - Date and time first reported
  - Name of person reporting the Incident
  - Description
  - Status
  - Customer reference number
  - Measurement against target service level
- 7.5.4 You can receive on request (and where available) a monthly RFC report within 10 Normal Business Days after the reporting period containing completed and outstanding Requests For Changes with the following information:
  - Name of person submitting the RFC
  - Description of the RFC
  - Impact
  - Status
  - Customer reference number
  - Measurement against target service level
- 7.5.5 Reports are not conclusive in the identification of performance or Service related issues.

## 8 BT'S OBLIGATIONS

### 8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, BT:

- 8.1.1 will provide you with a Customer handbook containing details pertaining to the Service along with contact details for the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the Service ("**Service Desk**");
- 8.1.2 will provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start ("**Customer Committed Date**") and will use commercially reasonable endeavours to meet any Customer Committed Date;

- 8.1.3 if agreed between both of us as set out in the Order, will install any Customer Equipment in accordance with your written instructions. In each case BT will:
- (a) test that the Rack has been installed and is ready for use;
  - (b) test that the power has been supplied and switched on ready for use; and
  - (c) on the date that BT has completed the above tests, confirm to you that the Service is available for use with the Customer Equipment;

## 8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the Service;
- 8.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly;
- 8.2.3 install and connect the power supply to the Footprint or the BT supplied Rack (but not the Customer Equipment unless agreed as outlined in 8.1.3 above), where power is ordered as set out in the Order; and
- 8.2.4 on the date that BT has completed the activities in this Paragraph 8.2, confirm to you the Service Start Date.

## 8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of this Schedule if BT detects or if you report an Incident related to the Service;
- 8.3.2 will log any Remote Hands request and will use reasonable endeavours to respond within two hours;
- 8.3.3 or BT may carry out maintenance from time to time and will endeavour to inform you at least five Business Days before any Planned Maintenance on the BT Network and/or BT Equipment, however you agree that BT may inform you with less notice than normal where maintenance is required in an Emergency;
- 8.3.4 on receipt of a valid Site access request, may allocate to you password(s) and EACs to be used in connection with this access request only, but the EACs will remain BT's property at all times;
- 8.3.5 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords. BT does not guarantee the security of the Service against unauthorised or unlawful access or use; and
- 8.3.6 may suspend a User ID, 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 expiry or termination of the Service. BT will notify you as soon as possible after BT has suspended a password or withdrawn access from an EAC.

## 8.4 The End of the Service

On termination of the Service by either one of us, or expiry, BT:

- 8.4.1 may provide configuration information relating to the Service provided at the Sites in a format that BT reasonably specifies; and
- 8.4.2 may disconnect and remove any BT Equipment located at the Sites.

# 9 YOUR OBLIGATIONS

## 9.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service by BT, you will:

- 9.1.1 provide BT with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("**Customer Contact**"). You will notify BT of any changes to the Customer Contact as soon as practicable;
- 9.1.2 ensure that the Customer Contact is available during the period of implementation of the Service and during Business Hours. You acknowledge 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 Part C of this Schedule);

- 9.1.3 provide BT with any information reasonably required without undue delay;
- 9.1.4 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 9.1.5 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:
  - (a) inform your employees and Users that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees and/or Users; and
  - (b) ensure that your employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that BT will not be liable for any failure by you to comply with this instruction, and indemnify BT from and against any Claims or action brought by your employees or Users against BT arising out of the delivery of Services by BT.
- 9.1.6 ensure that the LAN protocols and applications you use are compatible with the Service;
- 9.1.7 provide BT with the name and contact details of at least one individual who will be responsible for receiving the Customer Equipment at the Site;
- 9.1.8 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 9.1.9 securely distribute, manage and maintain access profiles, passwords, User IDs (if applicable), security checkwords, EACs allocated by BT and other systems administration information relating to the control of Users' access to the Service in accordance with Good Industry Practice;
- 9.1.10 as soon as reasonably practicable, inform BT of any changes to the information that you supplied when ordering the Service;
- 9.1.11 comply with any preliminary instructions or ongoing Site rules/guidelines BT notifies to you which BT believes are necessary for reasons of health, safety or the quality of any service to be provided by BT to you or any other customer. If you fail to follow such instructions within a reasonable time of such notification, BT may treat such failure as a breach in accordance with clause 18 of the General Terms;

## 9.2 Service Operation

On and from the Service Start Date, you will:

- 9.2.1 ensure that Users report Incidents and Remote Hands requests to the Customer Contact and not to the Service Desk;
- 9.2.2 ensure that the Customer Contact takes Incident reports and Remote Hands requests from Users and pass these to the Service Desk using the reporting procedures agreed between both of us and quote the relevant passwords, and are responsible for any issues relating to the Service including providing BT assistance and information during implementation of the Service, and are available for all subsequent Incident management communications;
- 9.2.3 provide all suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service, other than as specifically set out in the Order as BT's responsibility;
- 9.2.4 monitor and maintain any Customer Equipment connected to the Service or used in connection with the Service;
- 9.2.5 ensure that you have all necessary rights, title, consent and approvals to place the Customer Equipment at the Site and that the provision of the Service to the Customer Equipment by BT will not infringe any third party rights, including without limitations any Intellectual Property Rights;
- 9.2.6 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
  - (a) connected using the applicable BT Network termination point or third party termination point, unless you have BT's permission to connect by any other means

- and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
  - (b) adequately protected against viruses and other breaches of security;
  - (c) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BT's supplier's or subcontractor's network or equipment; and
  - (d) approved and used in accordance with relevant instructions and Applicable Law;
- 9.2.7 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 9.2.8 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- 9.2.9 ensure the security and proper use of all valid User access profiles, passwords, User IDs, security checkwords and EACs (including changing such passwords and security checkwords on a regular basis) and other systems administration information used in connection with the Service and:
- (a) inform BT immediately if a User ID, security checkword or password allocated by BT has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way or if an EAC has been lost, stolen or misplaced. You will pay all BT's reasonable expenses in providing a replacement EAC as notified to you;
  - (b) take all reasonable steps to prevent unauthorised access to the Service;
  - (c) not change or attempt to change a User ID;
  - (d) satisfy BT's security checks if a password is lost or forgotten;
  - (e) take all necessary steps to ensure that passwords are kept confidential;
  - (f) take all necessary steps to ensure that EACs are not provided to unauthorised people;
  - (g) take all necessary steps to ensure that the Customer will not keep the address of the Site with the EACs; and
  - (h) if you are provided with a PIN number with the EACs, be responsible for maintaining the security of that PIN number and not keep the PIN number with the EAC;
- 9.2.10 if BT requests you to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service;
- 9.2.11 acknowledge that BT may treat a failure to comply with Paragraphs 9.2.9 and 9.2.10 as a material breach in accordance with clause 18.2 of the General Terms;
- 9.2.12 where BT has provided a Resilient Power Feed to the Footprint or Rack, be responsible for connecting Customer Equipment correctly to the Resilient Power Feed, which means that the Customer Equipment will be connected to both power feeds comprising the Resilient Power Feed. BT is not responsible for any loss of power on Customer Equipment that is not correctly connected to the Resilient Power Feed; and
- 9.2.13 comply with any instructions BT notifies to you which BT believes are necessary for reasons of health, safety or the quality of any service provided by BT to you or any other customer. If you fail to follow such instructions within a reasonable time of such notification, BT may, if BT decides to, treat such failure in accordance with clause 18.2 of the General Terms.

### **9.3 Access and Visitors**

- 9.3.1 In addition to the identification requirements set out in section 2.2.1(e)(iv), you will provide BT with a list of all Visitors who will be entitled to enter the Site with appropriate proof of identity in accordance with this Schedule. You will promptly inform BT of any changes to the list of Visitors.
- 9.3.2 You will pre-book any access to the Site with a minimum four hours prior notice to BT. Booking will be registered by telephoning or emailing the Service Desk, logging a visit request and obtaining a ticket number. Only in Emergency or urgent cases can you

request access within 60 minutes. If such a request has been made, BT will use commercially reasonable endeavours to provide you access within this time frame.

- 9.3.3 You 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 of BT's third party customers; and
  - (d) will do nothing to cause the Site to be in anything other than a clean and tidy condition.
- 9.3.4 BT may refuse access to the Site or remove from the Site any Visitor whose admission or presence is or would be, in their reasonable opinion, detrimental to the security of the Site or in respect of whom you have failed to request a right of access in advance. In addition:
- (a) BT will not be responsible for the consequences of any refusal or failure or delay by you in notifying BT of your access requirements;
  - (b) BT will not be responsible for the consequences of any refusal or delay by BT to permit entry or any request for a person to leave the Site; and
  - (c) you will be solely responsible for the acts or omissions of any Visitor to the Site and will indemnify BT in respect of any damage or loss to either the Site, the BT Equipment or any third party equipment, caused by any Visitor.
- 9.3.5 During the installation phase you will be granted access to the Site for two days per rack installed up to a maximum of 20 days. Further to this, a period equivalent to 12 hours per month will be allocated for maintenance access at no additional charge. Each visit will count as a minimum three hour period with actual time at the Site being rounded up to the next whole hour. Additional visits will be subject to an additional charge.
- 9.3.6 Once checked in, a BT reserves the right to have a representative escort the visitor to the rack, open the door to the appropriate Racks and then remain in close proximity to observe that the correct building security standards are observed. After completion of the work the visitor will be signed out by building security.
- 9.3.7 Should you wish to remove any Equipment from the Site, you must complete and sign an Acknowledgement of Equipment Removal Document which will be provided to you by BT.

#### **9.4 The End of the Service**

On termination of the Service by either one of us, or expiry, you will arrange for the removal of Customer Equipment in accordance with Paragraph 16.4.

### **10 NOTIFICATION OF INCIDENTS**

#### **10.1 Where you become aware of an Incident:**

- 10.1.1 the Customer Contact will report it to BT's Service Desk;
- 10.1.2 BT will give you a unique reference number for the Incident ("**Ticket**"); and
- 10.1.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
  - (a) you confirm that the Incident is cleared within 20 minutes of being informed; or
  - (b) BT has attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you have not responded within 20 minutes of BT's attempt to contact you.

**10.2** If you confirm that the Incident is not cleared within 20 minutes of being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

**10.3** Where BT becomes aware of an Incident, Paragraphs 10.1.2, 10.1.3 and 10.2 will apply.

#### **10.4 BT INCIDENT ESCALATION**

10.4.1 All incidents are escalated to the appropriate level as indicated in the table below:

Level	P1	P2	P3	Role
1 <sup>st</sup> Level	Immediate	2 hours	6 hours	Senior Service Desk Engineer
2 <sup>nd</sup> Level	30 mins	3 hours	9 hours	Service Desk Manager
3 <sup>rd</sup> Level	45 mins	4 hours	12 hours	Head of Service Operations
4 <sup>th</sup> Level	2 hours	n/a	n/a	Director of Customer Operations

10.5 The Levels of Priority are as per this table below:

Level of Priority	Description
P 1	All services unavailable on a single platform – Total loss of service to environment Service unavailable to a multitude of platforms Security Incident
P 2	Any platform service unavailable – Partial loss of service to environment Loss of platform / network resilience Significant degradation of service / performance
P 3	Minor degradation of system performance Incident downgrade, service restored and awaiting permanent fix Single User Faults
P 4	Service Request – Requests for information

10.5.1.1  
shown below:

The target response and resolution times during the Service Window are

Priority	Response	Resolution
1	15 min	1 hr
2	30 min	4 hrs
3	60 min	12 hrs
4	Asap	Asap



10.5.1.2 BT will use reasonable endeavours to meet these target response and resolution times, but these are not guaranteed.

## 10.6 Keeping the customer informed

10.6.1 You (the ticket originator) will be actively informed of the status of the incident and its progress to resolution via periodic updates, the frequency of which shall be in line with the incident priority as set out in the table below:

Times	Priority 1	Priority 2	Priority 3	Priority 4
Target Update	30min	2 hours	8 hours	24 hours

1

10.6.2 An initial incident report for a Priority 1 incident will be provided to the customer within 2 Business Days of the resolution of the incident.

Note: Priority 1 response, resolution and updates, Remote Hands Services, Service Desk, alerting and monitoring are provided on a 24x7 basis. Response and resolution targets for incidents other than Priority 1 and all other management services are performed during Business Hours.

## 11 INVOICING

11.1 BT will invoice you for the Charges for the Service as set out in Paragraph 11.2 in the amounts and currency as set out in any Order(s).

11.2 Unless stated otherwise in an applicable Order, BT will invoice you for:

11.2.1 Installation Charges, on the Service Start Date (or monthly in arrears prior to the Service Start Date for any work carried out where the planned installation period is longer than one month);

11.2.2 Recurring Charges, except Usage Charges, quarterly in advance on the first day of the relevant month (for any period where Service is provided for less than one month, the Recurring Charges are calculated on a daily basis);

11.2.3 Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;

11.2.4 De-installation Charges within 60 days of de-installation of the Service; and

11.2.5 any Termination Charges incurred in accordance with Paragraph 12 upon termination of the relevant Service.

11.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:

11.3.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;

11.3.2 Charges for commissioning the Service as set out in Paragraph 8.2 outside of Business Hours;

11.3.3 Charges for restoring Service if the Service has been suspended in accordance with clause 10.1.2(failure to pay) of the General Terms;

11.3.4 Charges for cancelling the Service prior to the Service Start Date;

11.3.5 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date; and

11.3.6 any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

**11.4** BT may, at any time, require you to pay a deposit or provide a guarantee as security for payment of future invoices.

**12 CHARGES AT THE END OF THE AGREEMENT**

**12.1** If you exercise your right under clause 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay BT:

12.1.1 all outstanding Charges for Service rendered;

12.1.2 De-installation Charges;

12.1.3 NOT USED ;

12.1.4 any other Charges set out in the Order;

12.1.5 all committed costs and incremental charges payable to a supplier incurred by BT as a result of your commitment to BT under the Contract (and the early termination thereof), which BT is unable to reasonably mitigate;

**12.2** In addition to the Charges set out at Paragraph 12.1 above:

12.2.1 if you terminate during the initial 12 months of a Minimum Period of Service or any Renewal Period, you will pay BT for any parts of the Service that were terminated during the Minimum Period of Service, Termination Charges, as compensation, equal to the total Recurring Charges for any remaining months of the first year of such Minimum Period of Service or Renewal Period; 50 per cent of the Recurring Charges for the remaining months of the Minimum Period of Service; and any waived Installation Charges for the part(s) of the Service that have been terminated.

12.2.2 if you terminate after the initial 12 months of a Minimum Period of Service or any Renewal Period, you will pay BT for any parts of the Service that were terminated during the Minimum Period of Service, Termination Charges, as compensation, equal to:

(a) X per cent of the Recurring Charges for any remaining months of the first Minimum Period of Service, where X per cent is calculated in accordance with the table below;

No. of Months expired of the Minimum Period of Service identified on the original sale Order, calculated from the Service Start Date up to the effective date of termination identified on the cessation form completed by you	24 Month Minimum Period of Service	36 Month Minimum Period of Service	48 Month Minimum Period of Service	60 Month Minimum Period of Service
Terminate 13 - 15 Months	63%	54%	49%	45%
Terminate 16 - 18 Months	68%	56%	50%	46%
Terminate 19 - 21 Months	79%	58%	52%	47%
Terminate 22 - 24 Months	100%	60%	53%	48%
Terminate 25 - 27 Months	N/A	63%	54%	49%
Terminate 28 - 30 Months	N/A	68%	56%	50%
Terminate 31 - 33 Months	N/A	79%	58%	51%
Terminate 34 - 36 Months	N/A	100%	60%	53%
Terminate 37 - 39 Months	N/A	N/A	63%	54%
Terminate 40 - 42 Months	N/A	N/A	68%	56%
Terminate 43 - 45 Months	N/A	N/A	79%	58%
Terminate 46 - 48 Months	N/A	N/A	100%	60%
Terminate 49 - 51 Months	N/A	N/A	N/A	63%
Terminate 52 - 54 Months	N/A	N/A	N/A	68%
Terminate 55 - 57 Months	N/A	N/A	N/A	79%
Terminate 58 - 60 Months	N/A	N/A	N/A	100%

**13 SERVICE AMENDMENT**

- 13.1** Except in the circumstances set out in Paragraphs 6.2.3, 6.2.4 and 13.2 of this Schedule, if either party wishes to vary the specification of the Service it will notify the other party in writing, detailing the proposed change and the reason for it and:
- 13.1.1 the parties will discuss the proposed change;
  - 13.1.2 within a reasonable time of receipt of a proposed change, or the date of the discussions under Paragraph 13.1.1 above, the receiving party will notify the other party in writing whether the proposed change is feasible and the likely financial, contractual, technical and other effects of the proposed change;
  - 13.1.3 within a reasonable time of notification of the effects of a proposed change, the receiving party will advise the other party whether it wishes the Contract to be amended to incorporate the change; and
  - 13.1.4 where the parties agree a change to the Contract, it will be recorded in writing and will form part of this Contract when signed by both parties.
- 13.2** Where the Contract is entered into in a country where BT is obliged by law or by BT's agreement with a public telecommunications operator to trade with all BT's customers for the Service on the same or particular terms then Paragraph 13.1 will not apply and BT may amend this Contract on 28 days' Notice to you.

## **14 IP ADDRESSES AND DOMAIN NAMES**

- 14.1** Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Service will at all times remain BT's property or the property of BT's suppliers and will be non-transferable. All of your rights to use such IP Addresses and/or Domain Names will cease on termination or expiration of the Service.
- 14.2** BT will provide a public IP subnet for use with the Service (/29 equating to 8 addresses). BT will require a number of addresses from this subnet (as standard 3 leaving 5 usable) for use in deploying the IP connection. Additional IP addresses may be made available by BT and are subject to appropriate approvals on usage and payment of BT's then current administration charge. Requests for the new address(es) must be made in writing to BT and they will be allocated at BT's discretion. BT reserves the right to re-allocate / reassign IP addresses as required to fulfil operational requirements and those conditions as stipulated by RIPE (Reseaux Internet Protocol Europeans). In such circumstances a minimum 28 day notice period will be given to allow for co-ordination.
- 14.3** Where IP addresses are allocated to you, these are only for use in connection with the Service and all title and rights in those IP addresses, including the right to recover or change such IP addresses, belong to BT. You cannot sell them or agree to transfer them to anyone else and must not try to do so. On the termination of this Contract, for whatever reason, you must immediately cease using the IP addresses.
- 14.4** BT is unable to ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 14.5** You warrant that you are the owner of, or are authorised by the owner of the trade mark or name that you wish to use as a Domain Name.
- 14.6** You are responsible for all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and all fees that BT pays to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.
- 14.7** BT may require you to select a replacement Domain Name or URL and may either refuse to provide or may suspend Service if, in BT's opinion, there are reasonable grounds for BT to believe that the Domain Name or URL is, or is likely to be, offensive, abusive, defamatory, obscene, in breach of the provisions of Paragraph 6.6 or otherwise unlawful.

## **15 BT EQUIPMENT**

- 15.1** BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.

- 15.2** You will not use BT Equipment other than in accordance with BT's written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by BT) to do so.
- 15.3** You will be liable to BT for any loss of or damage to BT Equipment, except where the loss or damage is a result of fair wear and tear or caused by BT.
- 15.4** You will not move or relocate any BT Equipment without BT's prior written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation.

## **16 CUSTOMER EQUIPMENT**

### **16.1 Installation**

16.1.1 You will:

- (a) provide and install the Customer Equipment on the Footprint(s) or in the Racks (as applicable) in accordance with this Schedule, the Rack Layout Diagram and the timetable agreed by BT;
- (b) correctly connect Customer Equipment to the Resilient Power Feed as set out in Paragraph 9.2.12;
- (c) ensure that the Customer Equipment is always in accordance with the Rack Layout Diagram, any changes to which will be carried out through change control and will be subject to BT's agreement, not to be unreasonably withheld;
- (d) not install any Customer Equipment which occupies more than the space available in the Location;
- (e) clearly label all Customer Equipment, Racks, shelving and components; and
- (f) unpack the Customer Equipment in a suitable environment outside the raised floor areas in the Site.

16.1.2 You are responsible for:

- (a) all testing and maintenance of the Customer Equipment to ensure that the installation has been correctly carried out by you; and
- (b) keeping the Site clean and tidy by removing all packages and waste.

16.1.3 BT may Charge you if BT or one of BT's approved contractors is required to provide any materials or assist you with any installation work; and

16.1.4 In the event that you breach your obligations in relation to Paragraph 16.1.1(b) of this Schedule, BT will notify you of such breach and will give you 10 days to rectify the situation by either;

- (a) removing any additional Customer Equipment from the Footprint; or
- (b) agreeing and making relevant alterations to the Rack Layout Diagram with BT.

16.1.5 Where you fail to respond to such notification, BT may suspend the Service immediately. BT will contact you to inform you that suspension has occurred and you will have a further five days' to rectify the situation. Where you fail to do so, BT may terminate this Contract with immediate effect in accordance with clause 18 of the General Terms. You will remain responsible for payment of the Charges during any period of suspension.

### **16.2 Maintenance**

16.2.1 You will:

- (a) maintain the Customer Equipment in good working order and keep the Location tidy and free from safety hazards at all times;
- (b) unless agreed otherwise in writing mutually by us 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 Standard Floor Loading;
  - (ii) the power consumption of the Customer Equipment that exceeds the Standard Power Load;
- (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 in relation to the occupation of the Location and the Site from time to time and notified to you;

- (e) comply with any directions given by BT if any interference occurs between the Customer Equipment and the equipment of a third party. If BT establishes, following an investigation that the interference is caused by the Customer Equipment, you will be responsible for the cost of repairing or replacing any damaged equipment belonging to any third party and will 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) 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 BT's or any other party's reputation; and
- (i) make good any damage or any unauthorised alterations to the Site or equipment of any third party, for which you are liable, within 10 days of a written notice from BT. If you fail to comply with any such Notice, BT may carry out the work and you will reimburse BT for the cost of doing so on demand by BT.

16.2.2 BT may, if BT decides to, at any time:

- (a) inspect and record the condition of the Location; and
- (b) repair, maintain, clean, alter or rebuild any part of the Site.

16.2.3 Where BT finds Customer Equipment is installed in such a manner as to cause potential danger or non-compliance with Good Industry Practice, (including but not limited to physical or logical security risks, potential fire, trip or other health and safety concerns, the location of racks and equipment within the racks, the direction and manner in which equipment is installed, the use (or otherwise) of blanking plates or cable management solutions) BT will notify you of such breach and will give you 10 days to rectify the situation. If the issue is not resolved, BT may, if BT decides to, at any time, on reasonable notice (except in cases of Emergency), disconnect any part of the Customer Equipment at your expense without incurring any liability to you or your customers.

### **16.3 Relocation**

16.3.1 Subject to Paragraph 16.3.2, BT may on not less than three months' written Notice to you require you to move the Customer Equipment from its Footprint and install it in another Footprint in the Site for operational or any other reason. All reasonable costs and expenses incurred in connection with such relocation of the Customer Equipment will be borne by BT.

16.3.2 Without prejudice to BT's rights set out in Paragraph 16.3.1 BT agrees that in specifying the time-scale for any relocation of the Customer Equipment, BT will use reasonable endeavours to consult with you 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.

16.3.3 If acting reasonably, each of us is unable to agree any material aspect of a proposed relocation within a reasonable time, then Clause 24 (Dispute Resolution Procedure) shall apply.

### **16.4 Removal**

16.4.1 On expiry or termination of the Service, you will be solely liable for the removal of the Customer Equipment from the Site. Such removal will occur by the date of termination of the Contract. In the event that you fail to remove the Customer Equipment from the Site by the date of termination BT may charge for, and you will pay for, the storage of the Customer Equipment at the Site on a daily basis for a further 60 days. In the event that you fail to collect the Customer Equipment within such sixty (60) day period, you

agree that title to the Customer Equipment shall pass to BT and BT may treat the Customer Equipment as BT Equipment.

- 16.4.2 BT may, if BT decides to, remove any Customer Equipment at your 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.

## **17 WEEE DIRECTIVE**

- 17.1** You will be responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").
- 17.2** Each of us acknowledge that for the purposes of Article 13 this Paragraph 17 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 17.3** You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 17.4** You will indemnify BT against any Claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this Paragraph 17 or in connection with the WEEE Directive.
- 17.5** BT will notify you of any such Claims or proceedings and keep you informed as to the progress of such Claims or proceedings.

### 18 SERVICE LEVELS

#### 18.1 Power Availability Service Level

- 18.1.1 BT will use commercially reasonable efforts to ensure that availability of power to the Rack will be maintained at 100 per cent over a month by at least one of the two power feeds within the Resilient Power Feed ("**Power Availability Service Level**"). Unavailability of power means any interruption that causes the Customer Equipment to fail caused by a loss of power, to both power feeds simultaneously within the Resilient Power Feed, unless such loss of power has been caused by you ("**Unavailability of Power**").
- 18.1.2 Subject to the exclusions set out below, you will be entitled to a service credit equal to one thirtieth (1/30) of the prorated Charges for the applicable Service for each cumulative hour (or part thereof) that you experience Unavailability of Power.

#### 18.2 Environmental Availability Service Level

- 18.2.1 BT will use commercially reasonable efforts to ensure that the supply of cool air to your Footprint will be maintained as detailed in 2.2.1(b) above ("**Environmental Service Level**") measured by BT's sensors within the Site. The Environmental Service Level will apply to the aggregate of the cool aisle within the Footprint and not to any single point therein.
- 18.2.2 Subject to the exclusions set out below, you will be entitled to a service credit equal to one thirtieth (1/30) of the prorated Charges for the applicable Service for each cumulative hour (or part thereof) that the Environmental Service Level falls outside the agreed parameters in excess of an initial threshold of twenty minutes.

#### 18.3 Internet Connection Availability Service Level

- 18.3.1 BT will use commercially reasonable efforts to ensure that the availability of internet connectivity from the Footprint will be maintained at 99.9% ("**Internet Connection Availability Service Level**"). Internet connection availability will be measured across the combination of both resilient connections to the BT internet backbone and assumes Customer equipment is capable of utilising this resilient connection.
- 18.3.2 Subject to the exclusions set out below, you will be entitled to a service credit equal to one thirtieth (1/30) of the prorated Charges for the applicable Service for each cumulative hour (or part thereof) that the Internet Connection is unavailable in excess of an initial threshold of five minutes.

#### 18.4 General Exclusions

- 18.4.1 Only measurements carried out by or for BT as per the incident management process shall be used in the calculation of all the Service Credits offered in this Schedule unless you can evidence that such measurements are incorrect.
- 18.4.2 Where a Critical Outage affects part or parts only of the Footprint, the credits under this Paragraph 18 will be apportioned and allowed per square metre (and pro rata in the case of a part) of the Footprint so affected.
- 18.4.3 Incidents which are directly or indirectly related to one or more of the following shall be excluded from the calculation of service credits;
- (a) you requesting BT to test the Service although no fault has been detected and/or reported;
  - (b) the Service being modified or altered in any way either by you or at your request;
  - (c) a failure or fault not attributable to the Service, including but not limited to faults attributable to the Customer Equipment, including hardware, software or network;
  - (d) failure due to any configurations or installations, upgrades or patches performed by you, or by BT under your instruction, and not specifically advised or recommended by BT;
  - (e) changes or alterations made other than by BT (or its authorised agents) to the Service or to BT Equipment, connections, routing plan, applications or test equipment, or the mapping of applications.

#### 18.4.1 **Planned Work or Planned Maintenance**

- (a) BT cannot guarantee to meet a Service Level during any period of Planned Work or Maintenance. Failure to meet a Service Level due to Planned Work will be excluded from any Service Credits calculations, except in cases where BT has exceeded 3 (three) Planned Work or events relating to an Emergency in any 6 months resulting in disruption of the contracted Service and there has been no reasonable notification to or approval from you. BT will endeavor to inform you of any Planned Work five Business Days in advance, and as much notice as reasonably practicable for any event related to an Emergency.
- (b) For a period limited to 3 months from the third planned event as described in section (a) above, each subsequent failure to meet a Service Level as a result of Planned Work or maintenance shall not be excluded from Service Credit calculations. BT will endeavour wherever possible to limit any outages either planned or forced to not more than 8 hours of duration. At all times total service disruption will be avoided where technically and operationally possible with due consideration given to your core business hours as it pertains to your Users. In such cases BT will endeavour to accommodate any Planned Works so as to minimise the impact to you wherever possible.

### **19 REQUESTS FOR SERVICE CREDITS**

**19.1** You may request applicable Service Credits within 30 days of the end of the calendar month in which an Incident occurred by providing details of the reason for the Claim to the following address:

19.1.1 by post to:

BT Datacentre Services  
Unit 4029  
Citywest Business Campus  
Saggart  
Co Dublin; or

by email to: [citywestservicedesk@bt.com](mailto:citywestservicedesk@bt.com).

**19.2** Any failure by you to submit a request in accordance with this Paragraph 19.1 will constitute a waiver of any Claim for Service Credits in that calendar month.

**19.3** Subject to Paragraph 19.7 below, Service Credits are your sole right and remedy for BT's failure to meet the Service Level Agreement and are limited to a maximum of the monthly Charges for affected Service.

**19.4** Upon receipt of a valid request for Service Credits in accordance with Paragraph 19.1;

19.4.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received and validated; and

19.4.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.

**19.5** All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.

**19.6** The Service Levels under this Schedule will not apply:

19.6.1 in the event that clause 8 of the General Terms applies;

19.6.2 during any trial period of the Service;

19.6.3 to failures due to any Force Majeure Event;

19.6.4 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tells you about;

19.6.5 to any Incident not reported in accordance with Paragraph 10 above; or

19.6.6 if you have not complied with the Contract.

**19.7** If BT fail to comply with the Service Levels as defined at 18.1, 18.2 and 18.3 above on five or more separate and distinct occasions and/or on one occasion with a duration of no less than



48 consecutive hours in any calendar month, you shall be entitled at your option to terminate the relevant Service in whole or in part, upon written notice to us, provided that BT does not cure the underlying root cause of the breach within 30 days of receipt of a written notice from you detailing the breach and advising of your intention to terminate.

### 20 DEFINED TERMS

In addition to the defined terms used in the General Terms, capitalised terms used in this Schedule will have the following meanings:

“**Power Availability Service Level**” has the meaning given in Paragraph 18.1.1.

“**Business Hours**” means between the hours of 0800 and 1800 in a Business Day. Also referred to as Normal Working Hours

“**Change Management**” means the process of implementing and registering changes and ensuring that standardised methods and procedures are used for efficient and prompt handling of all changes/releases.

“**Critical Outage**” means a complete loss of Service to the relevant Customer Equipment.

“**Customer Committed Date**” has the meaning given in Paragraph 8.1.2.

“**Customer Contact**” has the meaning given in Paragraph 9.1.1.

“**Customer Equipment**” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Service.

“**Customer Information**” means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available (directly or indirectly) by you or on your behalf by using the Service.

“**De-installation Charges**” means the charges payable by you on de-installation of the Service that will be equal to the then current rates for Installation Charges on the date of de-installation.

“**Domain Name**” means a readable name on an Internet page that is linked to a numeric IP Address.

“**EAC**” means an Electronic Access Card used for access to the Site.

“**Emergency**” means any situation that necessitates any prompt reactive operational task carried out so as to mitigate against the evident risk of imminent prolonged and extensive outages of the Service.

“**EU**” means European Union.

“**Footprint**” means a standard area of space in the Site designed for placing Customer Equipment and a Rack with a maximum size of 600mm wide x 1000mm deep x 2200mm high.

“**Good Industry Practice**” means the exercise of skill, care and diligence as would reasonably and ordinarily be expected from a skilled and experienced person or organisation exercising all due care and attention in seeking to comply with its contractual obligations.

“**Incident**” means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

“**Installation Charges**” means those Charges as set out in the Order in relation to installation of the Service and/or any Purchased Equipment, Customer Equipment and/or BT Equipment as applicable.

“**Internal Cabling**” means any conduits, wires, cables and other conducting media used in connection with the Customer Equipment.

“**Internet**” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“**Internet Protocol**” or “**IP**” means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“**Internet Registration Authority**” means an internationally recognised organisation that logs the registered owners of Domain Names and manages Domain Name registries for the country or international community that it represents.

“**IP Address**” means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

“**Local Area Network**” or “**LAN**” means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).

“**Location**” means such part or parts of the Site occupied by you including, but not limited to the area surrounding the Footprint.

“**Standard Floor Loading**” has the meaning given in Paragraph 2.1.3.

“**Standard Power Load**” has the meaning given in Paragraph iv Higher and lesser density configurations are available on request and subject to Site technical and capacity limitations and associated commercial agreement.

“**Media Handling**” has the meaning given in Paragraph 3.4.1.

“**Minimum Period of Service**” means a period of 36 consecutive months beginning on the Service Start Date, unless otherwise set out in an Order.

“**Notice of Non-Renewal**” has the meaning given in Paragraph 6.2.1.

“**Notice to Amend**” has the meaning given in Paragraph 6.2.3.

“**Order**” for the purposes of this Schedule means any document issued by BT that sets out the services being procured and details charges for the relevant Service, for clarity this can be an order form or charges schedule

“**Planned Maintenance**” or “**Planned Work**” means any work planned in advance to be carried out by BT or on behalf of BT and which may also require the availability or the redundancy of the Service to be suspended or reduced.

“**Problem**” means an unknown underlying cause of one or more incidents, and a ‘known error’ is a problem that is successfully diagnosed and for which either a work-around or a permanent resolution has been identified.

“**Problem Management**” means the resolution of the root cause of incidents and prevention of the re-occurrence of incidents and problems that are caused by errors within the IT infrastructure.

“**Problem Manager**” means a person who is assigned to own the Problem to resolution

“**Rack**” means a device that will house the Customer Equipment on the Footprint, provided by either of us as set out in the Order. It will be 600mm wide x 1000mm deep x 2200mm (47U) high unless otherwise agreed with BT in writing.

“**Rack Layout Diagram**” means the diagram, if any, agreed by both of us identifying all the Customer Equipment to be placed within the Footprint.

“**Recurring Charges**” means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.

“**Remote Hands**” has the meaning given in Paragraph 3.3.1.

“**Remote Hands Service Quota**” has the meaning given in Paragraph 3.3.2.

“**Remote Hands Tasks**” has the meaning given in Paragraph 3.3.1.

“**Renewal Period**” means for each Service, the initial 12 months period following the Minimum Period of Service, and each subsequent 3 months period.

“**Resilient Power Feed**” means two power feeds (A & B), each of which is supplied by one separate power distribution unit to a Footprint over diverse routes.

“**Service**” has the meaning given in Paragraph 1.

“**Service Desk**” has the meaning given in Paragraph 8.1.1.

“**Service Level**” means the Service Levels set out in Paragraph 18.

“**Service Management Boundary**” has the meaning given in Paragraph 4.1.

“**Service Options**” has the meaning given in Paragraph 3.

“**Service Start Date**” means the date when any Service (or part of it) is first made available to you by BT or the date when you first start to use such Service (or part of it), whichever date is the earlier. This can also be referred to as the Operational Service Date (OSD)

“**Site**” means the data centre from which the Service is provided at Unit 4027 (Block A) or Unit 4029 (Block B), Citywest Business Campus, Saggart, Co. Dublin, Ireland or any other Site as may be agreed in the Order.

“**Site Regulations**” means the rules and regulations governing the conduct of persons, security procedures and health and safety in the Site as notified to you by BT from time to time.

“**Standard Service Components**” has the meaning given in Paragraph 2.

“**Tape Change Schedule**” has the meaning given in Paragraph 4.1.

“**Territory**” means the country in which BT is registered as resident for corporate income tax purposes.

“**Third Party Information**” means data, information, video, photographs, software and any other materials (in whatever form) not owned or generated by you or on your behalf, published or otherwise made available by you using the Service.

“**Ticket**” has the meaning given in Paragraph 10.1.2 and may also be known as a “**fault reference number**”.

“**Unavailability of Power**” has the meaning given in Paragraph 18.1.1.

“**Uniform Resource Locator**” or “**URL**” means a character string that points to a resource on an intranet or the Internet.

“**Usage Charges**” means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number

of agents using the Service, or the number of minutes the Service was used for) with the relevant fee as set out in the Order.

“**Visitor**” means any of your representatives authorised to have access to the Site, Location and/or Footprint by you.

“**WEEE**” has the meaning given in Paragraph 17.1

“**WEEE Directive**” has the meaning given in Paragraph 17.1.

## **21 DATA PROCESSING ANNEX**

### **‘A NOTE ON ‘YOU’**

You’ and ‘your’ mean the Customer.

#### **21.1 Subject Matter Of The Processing Of Personal Data**

This Data Processing Annex sets out the details regarding how Customer Personal Data is Processed when providing BT Compute Co-Location Service.

#### **21.2 Duration Of The Processing Of Personal Data**

BT or its Sub-Processor will Process the Customer Personal Data for the BT Compute Co-Location Service as set out in this Annex for as long as BT provides the BT Compute Co-Location Service and for as long as BT may be required to Process the Customer Personal Data in accordance with Applicable Law.

#### **21.3 The Nature And Purpose Of The Processing Of Personal Data**

21.3.1 BT provides space, power and environment control services within its data centres for your computing equipment, applications and associated technologies.

21.3.2 This is purely a housing Service and no Personal Data is utilised by BT beyond that needed for provisioning, assurance and billing purposes.

21.3.3 In some data centre locations, security and access systems may require personal information including biometric data to be utilised, such as fingerprint and iris data. BT is the Controller of this data if and when it is required.

21.3.4 In the event that main building access security is maintained by the building owner or agent, then Personal Data for your operatives will be utilised by the third party as the Data Controller.

#### **21.4 Types Of Personal Data and Categories of Data Subjects**

21.4.1 The types of Customer Personal Data Processed by BT or its Sub-Processors or you will be:

- (a) website or IP Address;
- (b) name;
- (c) address;
- (d) telephone number;
- (e) email address;
- (f) job title;
- (g) company name;
- (h) contact records;
- (i) identity management - user profiles; and
- (j) biometric data in some instances in order to provide access to secure environments. In some instances this may be passed to third party building facilities or security management.

- (k) The Customer Personal Data will concern the following categories of Data Subjects:
- (l) your employees; and
- (m) your customers or third parties.

Date

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