



### 1. Overview

Collocation services are for customers that prefer not to build, maintain, and secure their own data centre facilities

Redcentric offers secure data centre environments for business-critical systems with fully redundant power, cooling, security, and network, all supported and maintained by expert Redcentric technical staff.

Collocation is an extremely cost-effective way of securely housing business-critical IT systems and infrastructure, together with the provision of reliable and fast access to the internet or wide area network links.

### 1.1 Scope

This document applies to the following Redcentric secure data centre environments only:

#### 1. Redcentric Elland,

Unit J1, Lowfields Business Park, Lowfields Way, Elland, West Yorkshire HX5 9DA.

#### 2. Redcentric Hounslow,

Heathrow Corporate Park, Green Lane, Hounslow TW4 6ER

#### 3. Redcentric Woking,

Goldsworth Park Trading Estate, Kestrel Way, Woking GU21 3BA

### 2. Services

The purpose of the Services is to make available to the Customer at a Redcentric site (a) one or more Cabinets within which the Customer may place its equipment and/or (b) Floor Space, on which the Customer may place Cabinets for its equipment, in each case as specified in the SoW. The Customer Equipment may be connected to Redcentric communications services, or to communications carriers via Redcentric facilities.

These hosting Services may be ancillary to other services, or offered on a stand-alone basis.

### 2.1 Site Infrastructure and Maintenance

- Units of Resource: If the hosting Services involve Redcentric Cabinet(s), Redcentric will make the
  Redcentric Cabinet(s) available to the Customer at the Site specified in the SoW. If the hosting
  Services involve Floor Space, Redcentric will make the Floor Space available to the Customer at the
  Site specified in the SoW, and provide associated caging, if agreed in the SoW.
- Each Unit of Resource will be suitable for housing computer and telecommunications equipment.
   Redcentric will take reasonable measures to perform such housekeeping services, power plant maintenance and environmental systems maintenance, as are reasonably required to maintain each Unit of Resource in this condition. The Customer must not make any alterations to any Unit of Resource nor violate any posted or otherwise communicated rules relating to its use or access to it.

The Customer must take proper care of each Unit of Resource keeping it clean, tidy and in good condition (fair wear and tear excepted), and not obstruct, or leave any rubbish in, or in any access ways to, any Unit of Resource or elsewhere within the Site.

- Floor Plan: If the hosting Services are for the provision of Floor Space, Redcentric may after the Commencement Date complete and provide a copy of the Floor Plan to the Customer. Redcentric will try to accommodate the Customer's reasonable requests in relation to the Floor Plan (and Redcentric reserves the right to change the Floor Plan), but the Customer acknowledges that Redcentric may not be able to do so, due for example (but without limitation) to environmental matters such as cooling. Redcentric will then make the Floor Space available to the Customer.
- Customer Cabinets and Customer Equipment: All Customer Cabinets must meet Redcentric' design specifications in effect at the Site. Unless otherwise agreed, all Customer Equipment must be located in Cabinets. The Customer Cabinets, and any Customer Equipment not in Cabinets, must be placed in the Floor Space in accordance with the Floor Plan. The Customer acknowledges that the Customer Cabinets (and any separate Customer Equipment) must not fill the Floor Space, and that within the Floor Space there must be service clearance areas, as specified by Redcentric, at the front and back of the Customer Cabinets (and any separate Customer Equipment). These areas must be kept clear and unobstructed at all times to allow access to the Equipment and other equipment located adjacent to the Floor Space.
- The Customer Equipment: Must be of a type and/or quantity, and each Unit of Resource must be used in such a way, as will not cause applicable limitations on load bearing, electrical power and environmental conditions to be exceeded. The Equipment must be used in accordance with the Equipment vendor's specifications. The Customer may not install any Customer Equipment which does not comply with these requirements, unless: (i) Redcentric gives its prior written consent, (ii) the Customer contracts for an additional Unit of Resource or additional space within a Unit of Resource, in each case, if available, and (iii) the Customer pays increased Charges for any resulting changes to the Unit of Resource and/or the infrastructure that Redcentric makes and/or power that the Customer consumes.

### 2.2 Installation of Cabling and Telecommunications Links

- The supply and installation of any cabling for the Customer Equipment at the Site (whether power, networking, or connecting to any telecommunications circuits terminating at the Site or otherwise) will be carried out by Redcentric. Redcentric will determine in its discretion the location and routing of all cabling. The Customer Equipment may not be connected to any other equipment at the Site without Redcentric' prior consent and, if Redcentric desires, its involvement, and payment of its applicable charges then in effect.
- Unless otherwise agreed by Redcentric, the Customer shall provide at its own cost: (i) all
  telecommunications links it wishes to use from the Site to any other site, and (ii) internal links between
  the Customer Equipment within a Cabinet. All telecommunications links on Redcentric' Site and
  internal links between items of the Customer Equipment are subject to approval by Redcentric, and
  may not be installed without such approval first having been obtained.

### 2.3 Site Access

- Unless otherwise specified in the SoW, the Site is a secure facility monitored 24 hours per day, 7 days
  per week, with multi-level card key access and closed-circuit TV monitoring. Redcentric shall control all
  physical access to the Floor Space.
- The Customer is responsible for ensuring that the list of Customer Designees is up to date at all times, including (without limitation) promptly notifying Redcentric in writing of any persons that are to be removed from the list. Unless otherwise agreed, access to the Site is by prior appointment. Whilst at the Site, the Customer Designees shall comply with all reasonable rules or instructions given by Redcentric, and Redcentric' site access, security, confidentiality, operational, health and safety and other regulations then in effect. The Customer shall not, and shall procure that the Customer Designees shall not, in any way impede the use of the Site by any other Subscriber. If any Customer Designee does something or fails to do something which results in the Customer breaching or any other provision of the SoW, Redcentric shall be entitled (without prejudice to any other rights or remedies it may have) to require that such person immediately leave the Site.
- The Customer shall not allow any persons, not authorised to do so, to gain access to the Site or the Floor Space through access cards, keys or other access devices provided to the Customer. If unauthorised persons gain access through such devices, the Customer shall be responsible for any resulting loss, damage or expense suffered or incurred by Redcentric or any Subscriber. The

Customer shall be responsible for the cost of replacing any access devices lost or stolen after delivery to the Customer.

### 2.4 Intelligent Hands

Redcentric will provide the Customer with access to operational support personnel to assist the Customer on a 24x7x365 basis for the number of hours per month specified in the SoW. In the event that the Customer exceeds that number of hours in any month, the Customer may elect to have Redcentric attempt to resolve the problem on a time and materials basis at Redcentric' then prevailing hourly rate. Intelligent Hands Services is customer led and includes:

- visual inspection of Equipment and reporting of observations
- · re-booting and power switching of installed Equipment
- operating scripts issued by the Customer on the Customer Equipment
- running of system tasks
- fault finding to the Equipment
- loading and replacement of media as directed by the Customer
- enlisting Equipment vendor support as may be requested by the Customer
- packaging of media in preparation of Customer collection
- or any other day to day engineering task as deemed reasonable by Redcentric

The Customer is responsible for providing all media, related materials, packaging, procedures and any off-site storage contract for the media.

# 3. Customer Responsibilities

- The Customer is responsible for the operation, inspection, maintenance and repair of the Customer Cabinets, Customer Equipment and Customer Software. However, if this requires access to any associated cabling at the Site (whether power, networking, telecommunications or otherwise) then (unless otherwise agreed by Redcentric) this access and any activities in relation thereto may only be done by Redcentric and subject to payment of its applicable Charges then in effect.
- The Customer shall operate the Cabinets, Equipment and Software in a proper manner, only in connection with its ordinary business and in such a way that it does not interfere with Redcentric', or any other Subscriber's, use of the Site.
- The Customer is responsible, at its own risk and cost, for obtaining any services it requires in addition to the Services, and for the provision and operation of whatever it deems necessary for the use of the Cabinets, Equipment or Software, including without limitation: (i) security applications, (ii) firewalls, (iii) virus protection software, (iv) bug correction, security updates and patches for the Customer Software, (v) security access codes and password management in relation to the Customer Software and data, (vi) intrusion protection systems in relation to any Customer data transmitted via any telecommunications links, (vii) the Customer's policies and procedures dealing with the use of the Customer data, (viii) any encryption methods and (ix) any materials it requires for recording data for use on the Equipment. The Customer has sole responsibility for the security, adequacy and accuracy of all data, instructions, programs and procedures used by it and the results obtained there from. Redcentric will not be a party to any agreement between the Customer and its suppliers.
- The Customer shall ensure it is lawfully entitled to use the Customer Software on all the Equipment, and that, where necessary, Redcentric is permitted to use the Customer Software on the Equipment for the purpose of providing Services to the Customer. The Customer shall, at Redcentric' request, promptly provide to Redcentric written confirmation from the proprietor(s) of the Customer Software of such entitlement and permission.
- The Customer is responsible for establishing any audit controls, data functions, operating methods and check points appropriate to the Customer's use of the Equipment and Software including, without limitation, backup files and other security arrangements.
- The Customer is responsible for the selection of the Customer Equipment, the Customer Software and any Redcentric Equipment and Redcentric Software that Redcentric is supplying at the request of the Customer. Accordingly, its quality and fitness for purpose are solely the Customer's responsibility and Redcentric makes no representation, and gives no condition or warranty, in relation to them.

- In addition to the Charges specified in the SoW, the Customer shall pay ancillary Charges, monthly in arrears, for:
  - supplies, including, without limitation, consumables, accommodation and meals, at Redcentric' cost plus 15%;
  - cleaning of any part of the Site, any Cabinet or Equipment required as a result of its use by the Customer, at Redcentric' cost plus 15%;
  - shipment of item(s), at commercial rates if performed by Redcentric, or at Redcentric' cost plus 15% if performed by a third-party supplier; and
  - technical assistance requested by the Customer or its personnel, agents or contractors which is not within that included in the Charges specified in the SoW, at Redcentric' applicable staff rates in effect from time to time.

# 4. Redcentric Responsibilities

- If a Unit of Resource is a Redcentric Cabinet, then, unless otherwise agreed, Redcentric will provide and install it, and all related Redcentric Equipment and Redcentric Software.
- If the SoW is for Floor Space, then, except to the extent otherwise agreed, the Customer shall provide at its own cost all Cabinets, and shall be responsible at its risk and expense for delivering the Customer Cabinets, the Customer Equipment and Customer Software to the Site and (unless otherwise agreed) installing them, all at times agreed with Redcentric. The Customer will carry out the installations, except as otherwise agreed, under Redcentric' supervision, and pay Redcentric' applicable charges then in effect for the supervision.
- From time to time the Customer may substitute other Customer Equipment for that already installed, provided that: (i) it does so by appointment and having given Redcentric at least 5 days prior written notice (except in an emergency caused by failure of the Customer Equipment, when the appointment shall be as soon as is practicable); and (ii) the requirements above are satisfied.

### 5. Service Level Commitments

### 5.1 Power

- Target: The power availability for each dual fed Unit of Resource is 100%. This target does not apply, and the Customer has no remedy, if the Unit of Resource is not dual fed.
- **Measurement:** Power availability is measured as the unscheduled time that the Redcentric-provided dual power feeds were simultaneously unavailable.
- Remedy: If the power availability target for a dual fed Unit of Resource is not met at any time during any calendar month of the Term with the result that the Customer's use of a Unit of Resource is interrupted ("a Power Outage"), then the Customer shall be entitled to 1 Days Credit (as defined below) for each Power Outage occurring during that month, subject to a maximum of 7 Days Credit in any calendar month. For the purposes of this remedy, multiple Power Outages within a period of 10 minutes are to be regarded as one Power Outage.

### 5.2. Temperature

 Agreement: Redcentric utilizes the latest ASHRAE TC 9.9 recommendations for Class A1 Data Centres for temperature and humidity settings (the "ASHRAE Standard"). In the event that the ASHRAE Standard is updated, this SLA shall be automatically amended to reflect the ranges reflected in such update.

The temperature in the space shall remain within the ranges below

Minimum Temperature	Maximum Temperature
59 degrees Fahrenheit	89.6 degrees Fahrenheit
15 degrees Celsius	32 degrees Celsius

- <u>Measurement:</u> Redcentric will monitor the average temperature across all Redcentric supply sensors or zonal air sensors where applicable, within the computer room every 15 minutes.
  - If requested by Customer on no more than a quarterly basis, or more frequently if Customer has a reasonable belief that Redcentric is exceeding the parameters set forth herein, Redcentric will provide Customer with written reports setting forth the temperature readings for the Space measured in the previous 30-day period.
- Remedy: If that temperature target falls outside the target limits for more than 60 consecutive minutes, with the result that the Customer's use of a Unit of Resource is interrupted ("a Temperature Outage"), then the Customer shall be entitled to 1 Days Credit (as defined below) for each full, 1 degree point that the temperature was outside the temperature target range, subject to a maximum of 7 Days Credit in any calendar month. However, if throughout any rolling 30 days period there are 8 or more cumulative hours of Temperature Outage, then the Customer shall be entitled to 30 Day's Credit.

### 5.3. Humidity

- Agreement: Redcentric utilizes the latest ASHRAE TC 9.9 recommendations for Class A1 Data Centers for temperature and humidity settings (the "ASHRAE Standard"). In the event that the ASHRAE Standard is updated, this SLA shall be automatically amended to reflect the ranges reflected in such update.
- The humidity in the Space shall not decrease below 20% and shall not increase above 80% as measured by Redcentric.
- **Measurement:** Redcentric will monitor the average humidity across all Redcentric supply sensors or zonal air sensors where applicable, within the computer room every 15 minutes.
- If requested by Customer on no more than a quarterly basis, or more frequently if Customer has a
  reasonable belief that Redcentric is exceeding the parameters set forth herein, Redcentric will provide
  Customer with written reports setting forth the temperature readings for the Space measured in the
  previous 30-day period.
- Remedy: If Redcentric fails to meet this SLA such that the humidity falls outside the target limits for more than 60 consecutive minutes, and causes interruption of usage to any Customer-provided equipment, then Customer is entitled to 1 days credit, equivalent to 1/30 of the customer's monthly Colocation charges, for each day service is in non-compliance with the humidity agreement. If during any rolling 30-day period there are 8 or more cumulative hours of Humidity Outage then the Customer shall be entitled to 30 days credit, equivalent to the customer's monthly Colocation charges

#### 5.4 General

- A "Days Credit" is the pro rata daily amount of the appropriate annual (or other periodic) subscription
  Charge payable by the Customer in respect of the Services affected, at the Site affected, by the
  Outage.
- If during the Term, Redcentric fails to meet any of the Service Level Commitment targets, the Customer's shall be entitled (as its sole and exclusive remedy in relation to such failure) to the applicable credits specified above. Redcentric shall only be obliged to apply credits where specifically requested by the Customer. In no event shall Redcentric be obliged to provide any refund in relation to any credit, but rather the credit shall be applied to the next following invoice due to the Customer. Any credit entitlement that is not requested by the Customer in writing within 3 months of its availability shall no longer be available and the Customer will be deemed to have waived any rights in relation thereto and (for the avoidance of doubt) Redcentric' failure to meet the relevant Service Level Commitment. Credits and termination rights accrue solely with respect to the root or primary SLA failure.

- Where the subscription Charges payable in relation to these hosting Services are bundled with subscription Charges for other Services, or the subscription Charges payable in relation to specific items of Equipment are bundled with those for other Equipment, and the Customer becomes entitled to a service credit, then in calculating that credit, the applicable Charge shall be the Charge that Redcentric would have charged for the hosting Services, or item of Equipment, to which the service credit relates, had it not been bundled with other Services or other Equipment (as the case may be).
- Payment of any service credits shall in any event be subject to the limit provided in the MSA.



# 6. Glossary

- "Cabinets" means the computer cabinets specified in the SoW, as supplemented or replaced pursuant to the SoW:
- "Customer Cabinets" means the Cabinets to be supplied by the Customer;
- "Customer Designees" means any of the Customer's employees, or other authorised representatives, reasonably needing access to the Floor Space and the Customer Equipment, that the Customer may notify Redcentric of in writing;
- "Customer Equipment" means any computer and/or communications equipment of the Customer located at the Site pursuant to the SoW;
- "Customer Software" means Customer provided software;
- "Equipment" means the Customer Equipment and the Redcentric Equipment;
- "Floor Plan" means a drawing and/or any other description of the layout of the Cabinets, Equipment and associated cabling within the Floor Space;
- "Floor Space" means the floor space, with the square footage or number of tiles specified in the SoW, located as determined by Redcentric within the Site;
- "Resilient" means Equipment, Software or infrastructure that is duplicated in such a way as to avoid a single point of failure;
- "Site" means a Redcentric site, at which the Customer Equipment may be located;
- "Software" means as defined in the MSA;
- "Subscriber" means, in relation to the Site, any third party that has equipment hosted at the Site or has services performed for it at or from the Site;
- "Redcentric Cabinets" means the Cabinets to be supplied by Redcentric;
- "Redcentric Equipment" means Redcentric provided computer and/or communications equipment as specified in the SoW;
- "Redcentric Software" means Redcentric provided software, as specified in the SoW;
- "Unit of Resource" means a Redcentric Cabinet or a unit of Floor Space (measured by floor tiles or square feet), in either case as specified under the applicable 'Resource' column, or otherwise, in the SoW.

### **HEAD OFFICE**

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# redcentric

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