

## 1 SERVICE DESCRIPTION

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- 1.1 The Colocation service provides you with:
- (a) Colocation Space for you to install, host and operate your Equipment;
  - (b) Power;
  - (c) Remote Hands Service; and
  - (d) Cross Connects,
- each, a Service.

## 2 TERM

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- 2.1 Notwithstanding any provision to the contrary in any Agreement entered into between you and us, and only in relation to the Colocation service, after the Initial Period, the Service Term for your Colocation service will automatically extend for successive 12 month periods on the existing terms, unless either party notifies the other (at least 30 days before any automatic extension) that it does not wish the Initial Period to extend automatically. We will provide you with reasonable advance notice that your Service is about to be renewed. After your Service has renewed, you can terminate your Service at any time in which case we will not charge you the standard Early Termination Charges, but we may charge you an amount equal to the actual third party costs and expenses that we have incurred or committed to in anticipation of providing the Service to you and that cannot be reasonably avoided by us as a result of the termination. If we fail to provide you with reasonable advance notice, you may terminate your Service at any time after your Service has renewed without having to pay any early termination charges (including the charges contemplated in the previous sentence).

## 3 POWER

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- 3.1 We will provide you with Allocated Power to each Colocation Space (or portion thereof) where your Equipment is installed. Subject to availability, you may request additional power (in one kVA or kW increments) for an additional charge which we will agree with you beforehand.
- 3.2 You must ensure that your actual Power use does not exceed your Allocated Power. If your actual Power use exceeds your Allocated Power: we may:
- (a) charge you at a rate not to exceed USD2,000 for each kVA (or part thereof) that exceeds your Allocated Power with effect from the first day you exceeded your Allocated Power; or
  - (b) disconnect some of your Equipment, or suspend your Service, in accordance with clause 11 below.
- 3.3 You acknowledge that any consumption by you in excess of your maximum Allocated Power may adversely:
- (a) affect the supply of power to you;
  - (b) affect the supply of power to another customer;
  - (c) impact upon the proper operation of the Data Centre cooling system; and
  - (d) impact upon our ability to meet the service levels.
- 3.4 If your actual Power use exceeds your Allocated Power on two or more occasions in any rolling 60 days' period, we may cancel your Service by giving you at least 7 days' notice.
- 3.5 If we suspend or cancel your Service under clauses 3.2 or 3.4, we may charge you a reconnection charge if we reconnect the Service, and any other associated costs.

## 4 REMOTE HANDS SERVICE

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- 4.1 The Remote Hands Service provides you with 24x7x365 remote access to on-site technicians at the Data

Centre, who will perform the relevant Equipment support tasks set out in the Colocation Facilities Guide, including:

- (a) performing Equipment resets / reboots at your request;
- (b) checking alarm / indicator status on your Equipment; and
- (c) observing / describing Equipment fault and operational behaviours based on visual inspection.

4.2 You accept that all Remote Hands Service will be performed at your direction and will be at your sole risk. We will not advise on the potential consequences of implementing your instructions.

4.3 Notwithstanding any provision to the contrary in any Agreement entered into between you and us, and only in relation to this Remote Hands Service, our aggregate liability for any loss or damage, howsoever caused suffered by you in relation to the Remote Hands Service is limited to an amount equal to the Remote Hands Service fee paid by you to us in relation to the Remote Hands Service immediately preceding the event that gave rise to such loss or damage.

## 5 CROSS CONNECTS

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5.1 If specified in your Service Order Form with complete order details, we will install cross connects between your Equipment located in your Colocation Space and:

- (a) other Equipment located within the same Colocation Space; or
- (b) the Network which terminates within the same Data Centre as your Colocation Space.

5.2 All connections between the Network and your Equipment must be supplied by us or otherwise agreed by us.

## 6 EQUIPMENT

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### EQUIPMENT REQUIREMENTS

6.1 You must ensure that your Equipment complies with all relevant technical standards and specifications, including the requirements set out in the Colocation Facilities Guide.

6.2 You acknowledge that the Data Centre and its facilities (including your Equipment) may be subject to laws, regulations and guidelines governing environmental impact, electromagnetic interference and compatibility, hazardous materials, labelling and the like. You must comply with our reasonable requirements in this respect in relation to your Equipment, as advised by us from time to time.

### DELIVERY, INSTALLATION AND MAINTENANCE

6.3 You are responsible for delivery, installation and maintenance of your Equipment, at your cost.

6.4 You are responsible for:

- (a) arranging shipment and paying all the associated costs incurred in the shipment of the Equipment to the Data Centre;
- (b) obtaining all necessary governmental authorisation or clearances of the Equipment, including the payment of all taxes or duties imposed on the Equipment; and
- (c) paying for all penalties or other charges resulting from your failure to comply with sub-clause (a) or (b) above.

6.5 We may agree to receive Equipment on your behalf, on an “as-is” basis and only upon advance arrangement and notification. Unless otherwise agreed, it is your sole responsibility to check and inspect the Equipment. We will not be held liable or responsible for any loss, damage, cost, action, claim or demand, arising from or in connection with the Equipment, except to the extent that the loss, damage, cost, action, claim or demand was caused or contributed to by us.

6.6 You acknowledge that the Colocation Space may be shared with our other customers.

- 6.7 We may, upon reasonable written notice to you, change the exact location of the Colocation Space within the Data Centre as we deem appropriate. If this change causes more than a minor detriment to you, you may terminate the Service for the affected Colocation Space without the payment of any Early Termination Charges.
- 6.8 6.8 You represent and warrant that you will obtain and maintain throughout the Service Term, consent from your subcontractors, third party providers, vendors, sublicensees and any other parties necessary to permit us, or our Service Provider (including any contractors or others acting at our or our Service Provider's request) to access your Equipment to provide the Services. You indemnify us from and against any and all loss, damages, liability, claims, costs and expenses (including reasonable attorney's fees) (**Loss**) which arise naturally (that is, according to the usual course of things) in connection with your failure to comply with the provisions of this clause 6, except to the extent the Loss is caused or contributed by us. We will take reasonable steps to mitigate our Loss suffered in connection with your failure to comply with the provisions of this clause 6.

## REMOVAL AND REINSTATEMENT

- 6.9 You must, at your cost:
- (a) remove your Equipment from the Colocation Space and Data Centre;
  - (b) deliver the Colocation Space in a condition that is consistent with you having complied with your obligations under this Agreement,
- on or before the effective date of termination of this Service Schedule. But you may not remove any of your Equipment from the Data Centre until you have paid any outstanding balance of undisputed charges then due.
- 6.10 If there is any damage to the Colocation Space or Data Centre caused by the removal of your Equipment, we will repair the damage at your cost.
- 6.11 If there are any works carried out on your Colocation Space (e.g. cage, high density cooling deployment etc.), we will reinstate the Colocation Space to the condition it was in prior to the works being carried out and charge you the reinstatement fee.
- 6.12 You must not remove any equipment from the Data Centre other than your Equipment, unless otherwise agreed by us in writing.
- 6.13 If you do not remove your Equipment within 10 days from termination of the Service Order Form, including where you are not permitted to do so because you have an outstanding balance of undisputed charges then due, you are deemed to have abandoned your Equipment. Title to the abandoned Equipment will pass to us under this Agreement at the end of this period, without further notice from us. You will continue to be liable for any storage costs and agree to reimburse us any costs for the removal and disposal of such abandoned Equipment. You are not entitled to make any claims against us for disposing the abandoned Equipment.

## TITLE AND RISK

- 6.14 You always retain title to your Equipment except as provided in clause 6.13 above. Title to the Colocation Space and other equipment and related materials that support the Colocation Space (including any Cross Connects), remains with us or our Service Provider at all times.
- 6.15 You will not file a mechanic's or similar lien on, or in connection with the Colocation Space. You are responsible for the immediate satisfaction, payment or bonding of such lien.
- 6.16 We are not liable for any loss or damage to your Equipment (including any other property of yours) while it is in the Data Centre, except to the extent that the loss or damage was caused by our gross negligence or breach of contract caused or contributed to by us.

## 7 ACCESS

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### ACCESS

- 7.1 You will have access to the Colocation Space where your Equipment is located 365 days per year, subject

to the Colocation Facilities Guide or any directions advised by us, or the relevant building owner or manager in relation to the Data Centre.

- 7.2 We and our Service Providers will have access the Colocation Space at any time and are entitled to review, inspect and maintain the Colocation Space or assess whether you are complying with your obligations under this Service Schedule (including assessing any installation and maintenance work performed by you or your Authorised Personnel).

## COLOCATION FACILITIES GUIDE

- 7.3 You must ensure that your Authorised Personnel and Accompanying Person, comply with the Colocation Facilities Guide which forms part of this Service Schedule, and any directions advised by us, or the relevant building owner or manager in relation to the Data Centre.
- 7.4 You acknowledge either receiving, or having had the opportunity to review, a copy of the Colocation Facilities Guide. You can obtain a copy of the Colocation Facilities Guide from us.
- 7.5 If there is any inconsistency between the Colocation Facilities Guide and this Service Schedule, this Service Schedule will prevail to the extent of the inconsistency.

## NO PROPERTY RIGHTS

- 7.6 This Service Schedule does not grant any property rights or interest, or create any lease or sublease, in any real property, including the Data Centre. You acknowledge and agree that you have only been granted a limited and non-exclusive licence to access and use the Colocation Space and the Data Centre for the purpose of installing / removing, operating and maintaining your Equipment in accordance with this Service Schedule.

## CONFIDENTIALITY

- 7.7 For purposes of clarification, the design of the Data Centres, the Services provided and equipment used at the Data Centres and the configuration, interconnection, switching and routing of telecommunication cables, networks and services at the Data Centres, all will be considered our and/ or our Service Providers' Confidential Information.

## 8 CHARGES

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- 8.1 The charges payable by you for each Service are specified in your relevant Service Order Form, and will consist of:
- (a) fixed non-recurring charges;
  - (b) fixed monthly recurring charges; and
  - (c) variable usage charges (where applicable).
- 8.2 The charges for the Remote Hands Service will be billed in 60-minute increments (rounded up to the closest hour) and be based on the actual time taken to complete the required task multiplied by the pre-agreed manhour rate.
- 8.3 If the cost of supplying the Services increases due to a material change in the cost of power to us or the Service Provider (determined by us in our reasonable opinion), we may, by providing reasonable notice in writing to you, adjust the charges. If the updated charges cause you more than a minor detriment, you may cancel the Service without payment of any Early Termination Charges by providing us with written notice delivered within 45 days from our written notice to you under this clause 8.3.
- 8.4 On the Review Date, the charges will increase as set out in the Service Order Form.

## 9 EARLY TERMINATION CHARGES

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- 9.1 If a Service is cancelled or terminated for any reason other than for our material breach, including any

termination by us as a result of your material breach, you must pay Early Termination Charges to an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the Services to you and that cannot be reasonably avoided by us as a result of the termination, which will not exceed an amount equal to 85% of MRC multiplied by the number of months (or part of a month) remaining in the Service Term.

## 10 SERVICE LEVELS

### ENVIRONMENTAL AVAILABILITY

10.1 We aim to keep Environmental Availability at 100%. We calculate Environmental Availability using the following formula:

$$\frac{(\text{Total hours in the relevant month} - \text{Environmental Unavailability} - \text{Exclusion Event time})}{\text{Total hours in the relevant month} - \text{Exclusion Event time}} \times 100\%$$

10.2 Environmental Unavailability means:

- (a) the temperature drops below 20°C or exceeds 25°C; or
- (b) humidity drops below 30% or exceeds 70%,

If Environmental Availability is below 99.99% during any month for a Service at a Data Centre managed and operated by us, you may claim a service level credit (not cumulative) as a percentage of the MRC for the affected Service for that month, as follows:

Environmental Availability		Downtime for reference purposes only	Credit
From (%)	To (%)		
99.99	<100	0 to 4.38 minutes	0% of MRC
99.45	< 99.99	> 4.38 minutes to 240.9 minutes	10% of MRC
98.90	< 99.45	> 240.9 minutes to 481.8 minutes	20% of MRC
< 98.90		> 481.8 minutes	30% of MRC

### POWER AVAILABILITY

10.3 We will aim to provide Power Availability at 100%. We calculate Power Availability using the following formula:

$$\frac{(\text{Total hours in the relevant month} - \text{Power Unavailability} - \text{Exclusion Event time})}{\text{Total hours in the relevant month} - \text{Exclusion Event time}} \times 100\%$$

10.4 If your Service has Power Unavailability in a month, you may claim a service level credit (not cumulative) as a percentage of the MRC for the affected Service for that month, as follows:

#### Data Centres managed and operated by us

Power Availability		Downtime for reference purposes only	Credit
From (%)	To (%)		
99.999	<100	0 to 26.28 seconds	0% of MRC
99.99	< 99.999	> 26.28 seconds to 4.38 minutes	5% of MRC
99.45	< 99.99	> 4.38 minutes to 240.9 minutes	10% of MRC
98.90	< 99.45	> 240.9 minutes to 481.8 minutes	20% of MRC
< 98.90		> 481.8 minutes	30% of MRC

#### Data Centres managed and operated by our Service Providers

Power Availability		Downtime for reference purposes only	Credit
From (%)	To (%)		
99.99	<100	0 to 4.38 minutes	0% of MRC
99.45	< 99.99	> 4.38 minutes to 240.9 minutes	5% of MRC
98.90	< 99.45	> 240.9 minutes to 481.8 minutes	10% of MRC
< 98.90		> 481.8 minutes	20% of MRC

## SERVICE CREDIT CAP

10.5 The aggregate service level credits payable in a month for a Service is capped at 30% of the MRC for the affected Service in that month.

## EXCLUSION EVENTS

10.6 Without limiting the definition of Exclusion Events in the Agreement Terms, the following events will also be considered Exclusion Events:

- (a) in respect of Power Unavailability, any period of Power Unavailability that occurs when your Equipment exceeds your Allocated Power; or
- (b) security breaches of the Network, including denial of service attacks, mail “bombs”, spamming, network floods, hacking or other security lapses on your systems, equipment and network.

## 11 INSURANCE

11.1 You must, at your cost, effect and maintain adequate insurance policies with reputable insurers during the Service Term, including:

- (a) all risks property damage insurance;
- (b) workers’ compensation/employer’s liability insurance in accordance with applicable law; and
- (c) third party liability insurance, including coverage for public liability and occupier liability, product liability and independent contractor’s coverage.

11.2 At our request, you must provide us with copies of certificates of insurance evidencing your compliance with clause 11.1 above.

## 12 RISK

12.1 If in our reasonable opinion, your use of the Service or use of your Equipment is causing, or is likely to cause, any interference or adverse impact to the Data Centre, its maintenance or other customers’ use of the Data Centre, the Network or any equipment, we will notify you to such effect (except in the case of an emergency) and, without limiting any other rights we may have, we will:

- (a) in the first instance, provide you with an opportunity to remedy the situation (at your cost); or
- (b) if you do not take remedial action in accordance with clause 12.1(a), remedy the situation ourselves (at your cost);

but if there is:

- (c) an emergency; or
- (d) the situation cannot be remedied in accordance with clauses 12.1(a) or 12.1(b) within the time notified by us to you,

we or our Service Providers may remedy the situation (at your cost) and/ or temporarily suspend the Service and disconnect your Equipment.

12.2 If we consider it necessary for:

- (a) the protection of the Data Centre, the Data Centre Space, other property of ours, or of the Service Provider, or of any third party;
- (b) the safety or health of any person; or
- (c) compliance with any requirement of any government agency, any applicable law or any obligation owed to any third party,

we may suspend the Service without first being required to issue a notice or waiting for you to rectify a breach.

- 12.3 If we suspend the provision of the Services, we will also be entitled to deny access and removal of your Equipment from the Data Centre. In addition, we will have a right to terminate the Service Order Form if a breach under clause 12.1 continues for at least 5 days or occurs more than 3 times in any 12 month period.
- 12.4 You are responsible and liable for all acts or omissions of your Personnel, Accompanying Persons, and Associated Entities and for any equipment or services not provided by us or our Service Providers, and all such acts or omissions will be attributed to you for all purposes under this Agreement.
- 12.5 You indemnify us and our Service Providers for all losses, damages, costs and expenses (including reasonable legal costs) incurred or suffered, arising naturally (that is, in the usual course of things) from or in connection with:
- (a) any injury to, or death of any person, and any loss of or damage to the real or personal property of a third party caused by any act or omission of you or your Personnel;
  - (b) any negligent or unlawful act or omission of you or your Personnel, your Authorised Personnel, Accompanying Persons, and Associated Entities;
  - (c) any claim by any of your:
    - (i) Authorised Personnel, Accompanying Persons or Associated Entities;
    - (ii) any of your employees; or
    - (iii) any of your end users and customers; other than a claim based on our gross negligence or wilful misconduct; and
  - (d) any claim brought by your customers or end users or other third parties to the extent directly arising out of your, or any of your customers', services, equipment (including your equipment), your use of the Services in breach of this Agreement (including claims relating to interruptions, suspensions, failures, defects, delays, impairments or inadequacies) in any of the aforementioned services, including our Services,  
  
except to the extent the losses, damages, costs and expenses are caused or contributed by us. We will take reasonable steps to mitigate our loss, damages, cost or expenses suffered in connection with (a)-(d).
- 12.6 You acknowledge and agree that we may change the Service due to any requirements, new laws or regulations issued or enacted by the government or any other lawful authority where the Data Centre is located, by giving you reasonable notice.
- 12.7 You acknowledge that all or part of the Service may be provided by our Service Providers. If a Service Provider ceases or suspends the supply of anything that is necessary for us to provide the Service, we may:
- (a) migrate you to a modified or an alternative service which is substantially similar to the Services; or
  - (b) cancel the Service if we are not able to offer you a modified or alternative service which is substantially similar to the Service, or which otherwise does not meet the requirements for the relevant Service as described in your Service Order Form.



If the service to which we propose you migrate is detrimental to you, you may cancel the Service prior to any migration without the payment of any Early Termination Charges.

12.8 If we migrate you to a modified or an alternative service under clause 12.7(a) during the Initial Period or during a 12 month automatic extension, we will pay the reasonable once-off costs:

- (a) of installing equipment in a new colocation space where your Equipment will be located, which is required to provide you with services substantially similar to the Services or any Additional Services (as the case requires). For example, the once-off cost of installing the same, or substantially similar, cage or rack equipment in a colocation space; and
- (b) required to relocate the Services to a new physical Colocation space. For example, the once-off costs of relocating local loops or connections from the previous colocation space to a new colocation or the once-off costs of transporting and installing your Equipment from the previous colocation space to a new colocation space.

(each a '**Migration Cost**')

The parties will agree on any additional fees and charges which are not Migration Costs prior to the migration.

12.9 Despite any other term in this Agreement, you agree that we may by written notice to you novate all or any part of the Data Centre Services we provide to you to a third party.

## 13 DEFINITIONS

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13.1 In this Service Schedule, unless otherwise stated:

**Allocated Power** means with respect to the Service, the Power set out in your Service Order Form that is allocated to each Colocation Space (or portion thereof) in respect of your Equipment.

**Accompanying Persons** means each person (other than an employee of the Data Centre) who is accompanied by an Authorised Personnel while at a Data Centre.

**Associated Entity** means each individual, company, partnership or other entity of any type which employs, contracts with, or is otherwise associated or affiliated with any of your Authorised Personnel or Accompanying Persons.

**Authorised Personnel** means those Personnel authorised by you to access the Data Centre and your Equipment.

**CPI** means the Consumer Price Index published by the relevant Bureau of Statistics (or equivalent) in the country in which the Data Centre is located for the period that most recently precedes the current Review Date.

**Colocation Facilities Guide** means the Colocation Facilities Guide, setting out the technical, operational, security and access standards, policies and procedures relating to the Service and the Data Centre(s), as amended from time to time.

**Colocation Space** means the specific location within a Data Centre where your Equipment will be located, including racks (or partial space in a rack), cabinets, cages and private rooms depending on the Data Centre, as set out in your Service Order Form.

**Data Centre** means the facility set out in your Service Order Form, in which the Service is provided.

**Equipment** means your equipment and hardware (including any embedded software) which is installed in the Colocation Space at the Data Centre.

**Environmental Availability** means a temperature between 20°C and 25°C, and a humidity between 30% and 70%.

**Environmental Unavailability** is defined under clause 9.2 above.

**Installation Period** means the period between the date of acceptance of a Service Order Form by us for



a Service, and the Service Start Date for that Service.

**Month** or **month** means a calendar month.

**MRC** means the fixed monthly recurring charges for the Colocation Space, excluding any charges for the Remote Hands Service and charges for third party services.

**Network** means a system or series of systems that carries, or is capable of carrying, communications by means of guided or unguided electromagnetic or optical energy.

**Power** means the electricity power (kVA or kW) supplied to your Equipment through the Power Feeds.

**Power Availability** means the Power is not subject to Power Unavailability.

**Power Feed(s)** means an electrical power cable between the nearest local power distribution point for the power system of the Data Centre to the cabinet where your Equipment is located.

**Power Unavailability** means a total interruption to the Power supplied to your functioning Equipment, commencing at the time it is reported by you to us. If the Power is supplied by means of dual Power Feeds, Power Unavailability only occurs during the period when there is a simultaneous interruption of both of the Power Feeds.

**Remote Hands Service** means the remote support we provide in respect of your Equipment, as described in clause 4 of this Service Schedule.

**Review Date** means the anniversary of the date on which we commence billing you for the Service.

## APPENDIX A - DATA CENTRE SPECIFIC TERMS AND CONDITIONS

### 14 EQUINIX DATA CENTRE

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#### TERM

- 14.1 For the purposes of clause 2.1 above, each must notify the other at least 100 days before any automatic extension if it does not wish the Initial Period to extend automatically.

#### POWER

- 14.2 For Services provided in an Equinix Data Centre, clause 3.2 above is replaced by the following:

If your actual Power exceeds the Allocated Power, we will notify you and you must reduce Power draw to be equal to or less than the Allocated Power within 72 hours (or as otherwise agreed) or we may, in our sole discretion, either charge you for the power overage at a maximum of twice the kVA rate for the Colocation Space, or suspend your Power to return to Allocated Power compliance.

#### LIABILITY

- 14.3 To the extent permissible at law, we exclude liability for personal injury, death and property damage, except to the extent caused by our gross negligence, intentional misconduct or breach of contract.

#### SERVICE LEVEL AGREEMENT

- 14.4 The following are the exclusive service level agreements that will apply to the Service provided at an Equinix Data Centre. The service level's included in clauses 9.1 to 9.6 above, both included, do not apply.

#### POWER SERVICES

- 14.5 **Redundant Power at 99.999+% availability.** This is met by achieving less than five (5) minutes of Redundant Power Unavailability over a twelve (12) month period ("Redundant Power SLA Threshold") per cabinet. Subject to clause c) below, if Redundant Power Unavailability exceeds the Redundant Power SLA Threshold, you will be entitled to a service level credit equal to 1/30th of the Monthly Recurring Charges ("MRC") for the affected power circuits and Colocation Space MRC for the cabinet attached thereto ("Loaded Cabinet MRC"). Further, you will be entitled to an additional service credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Redundant Power Unavailability beyond the Redundant Power SLA Threshold.
- 14.6 **Non-Redundant Power at 99.99+% availability.** This is met by achieving less than fifty-two (52) minutes of Non-Redundant Power Unavailability over a twelve (12) month period ("Non-Redundant Power SLA Threshold") per cabinet. Subject to clause c) below, if Non-Redundant Power availability exceeds the Non-Redundant Power SLA Threshold, you will be entitled to a service level credit equal to 1/30th of the Loaded Cabinet MRC for the affected Loaded Cabinet. Further, you will be entitled to an additional service credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Non-Redundant Power Unavailability beyond the Non-Redundant Power SLA Threshold.

#### COLOCATION SPACE ENVIRONMENTAL SERVICES

- 14.7 **Temperature at 99.99+% availability.** This is met by achieving less than fifty-two (52) minutes of Temperature Unavailability over a twelve (12) month period ("Temperature SLA Threshold") per cabinet. Subject to clause c) below, if Temperature Unavailability exceeds the Temperature SLA Threshold, you will be entitled to a **service** level credit equal to 1/30th of the Loaded Cabinet MRC for the affected Loaded Cabinet. Further, you will be entitled to an additional service level credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Temperature Unavailability beyond the Temperature SLA Threshold.
- 14.8 **Humidity at 99.99+% availability.** This is met by achieving less than fifty-two (52) minutes of Humidity Unavailability over a twelve (12) month period ("Humidity SLA Threshold") per cabinet. Subject to clause c) below, if Humidity Unavailability exceeds the Humidity SLA Threshold, you will be entitled to a service level credit equal to 1/30th of the MRC for the affected Loaded Cabinet. Further, you will be entitled to an additional service level credit equal to 1/30th of Loaded Cabinet MRC for the affected Loaded Cabinet for every full hour of Humidity Unavailability beyond the Humidity SLA Threshold.

#### GENERAL

- 14.9 For avoidance of doubt, we measure Temperature and Humidity Unavailability between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet. You shall not be entitled to a service credit:
- (a) if you do not request a credit from us in writing within thirty (30) days after the end of the month in which the incident entitling you to a credit has been remedied; and
  - (b) if the event or condition that would have otherwise given rise to the credit was caused by any Exclusion Event, as defined in the Agreement Terms; and
  - (c) in any of the following events
    - (i) in respect of Power Unavailability, any period of Power Unavailability that occurs when your Equipment exceeds your Allocated Power; and
    - (ii) security breaches of the Network, including denial of service attacks, mail “bombs”, spamming, network floods, hacking or other security lapses on your systems, equipment and network.

The aggregate service level credits payable in a month for a Service is capped at 30% of the MRC for the affected Service.

## PAYMENT

- 14.10 You may only make a claim that the charges on an invoice for the Services are incorrect within 180 days of receipt of the initial invoice.

## SUSPENSION AND TERMINATION

- 14.11 For the purposes of clause 12.1, you must within a reasonable time, not to exceed 4 hours or such shorter time as is necessary in the event that the interference threatens the life or physical safety of any person in the Equinix Data Centre:
- (a) cease such interference;
  - (b) provide a plan acceptable to us and our Service Provider to cease such interference; or
  - (c) authorise our Service Provider to take action to cease such interference.
- 14.12 If a material breach of this Service Schedule (other than where you fail to cure a non-payment) cannot be remedied within 30 days, the breaching party shall be given a reasonable time, but not to exceed 60 days after receipt for the notice, to remedy the breach, provided that the breaching party acts promptly and diligently to remedy the same.
- 14.13 Notwithstanding anything included in the Agreement, neither party shall be entitled to exercise the termination right provided under clause 14.18 of the Agreement.

## NO PUBLICITY

- 14.14 Neither party may publicly refer to the other party (nor to our Service Providers), orally and in writing, as a customer or vendor of services of or to the other party, as the case may be without the other party's prior written consent.

## INSURANCE

- 14.15 You agree to maintain at all times the following insurance, at your expense, for each Equinix Data Centre during the Service Term, with insurers having a minimum AM Best rating of A- VII: (i) Commercial General Liability or Public Liability Insurance with a limit of US\$1,000,000 per occurrence, US\$2,000,000 in the aggregate or the local currency equivalent. Such insurance will include coverage, for bodily injury, death and property damage; (ii) Workers' Compensation and Employer's Liability insurance where required by local statute with a minimum limit of US\$1,000,000 or the local currency equivalent; (iii) Umbrella or Excess Liability insurance with a limit of no less than Two Million U.S. Dollars (US\$2,000,000) or the local currency equivalent; (iv) All Risks Property Insurance on a replacement cost basis with limits adequate to cover the value of your Equipment.
- 14.16 Total required limits may be a combination of primary and excess policies. No policies mentioned above

will have a deductible or self-insured retention greater than US\$100,000, or the local currency equivalent. You will furnish us with certificates of insurance upon request that evidence the minimum levels of insurance set forth herein and which list Equinix as an additional insured on the Commercial General Liability policy and designate that your insurance is primary and non-contributory. You will add Equinix’s landlords as additional insureds upon the request of Equinix. You waive your insurer’s rights of subrogation on all policies referenced in clause 2.10 above. You shall provide thirty (30) days’ prior written notice of any cancellation, non-renewal or failure to renew the insurance policies in clause 2.10 above.

## DEFINITIONS

14.17 For the purposes of this clause 14, the following definitions mean:

**Equipment** includes all network, computer and other equipment provided, owned or controlled by you (or your Authorised Personnel).

**Humidity Unavailability** occurs when the humidity drops below twenty five percent (25%) or exceeds sixty-five percent (65%).

**Non-Redundant Power Unavailability** occurs when a functioning cabinet is powered by one (1) power circuit, and the power circuit experiences an interruption in electrical power such that the cabinet experiences an interruption in electrical power.

**Redundant Power Unavailability** occurs when a functioning cabinet that includes automatic failover capability provided by you is powered by two (2) power circuits from different power busses, and both power circuits experience a simultaneous interruption in electrical power such that the cabinet experiences an interruption in electrical power

**Temperature Unavailability** occurs when the temperature drops below 64.4 F (18 C) or exceeds 80.6 F (27 C).

## 15 CORESITE’S DATA CENTRE

15.1 The following Data Centre-specific terms and conditions shall apply to the Service provided at CoreSite’s NY2Data Centres managed by our Service Provider, which is located at 2 Emerson Lane, Secaucus, NJ07094, USA.

### Service Levels – Environmental Availability

15.2 For the avoidance of doubt, the following are the exclusive service level agreements for environmental availability that will apply to the Service provided at CoreSite’s NY2 Data Centre. The service levels included in clause 10.1 above do not apply.

15.3 If your Service at the Data Centre encounters temperature or humidity issues as described in Table 1 in any month, you may claim a service level credit (not cumulative) as a percentage of the MRC for the affected Service for that month in accordance with Table 1.

**Table 1**

	Service Description	Service Level	Measurement Period	Service Level Credit
Temperature	Average temperature at the Data Centre, over a full calendar day period, is less than 19°C or more than 25°C (as measured by our Service Provider at 48” from the floor in the Cold Aisle), provided that the Equipment in the applicable individual Space is being used by you in the ordinary course of business	100% Service Availability	Monthly	10% of MRC for the affected Service

	Average temperature at the Data Centre, over a one-hour period, is less than 15°C or more than 32°C (as measured by our Service Provider at 48" from the floor in the Cold Aisle), provided that the Equipment in the applicable individual Space is being used by you in the ordinary course of business	100% Service Availability		25% of MRC for the affected Service
Humidity	Average Relative Humidity at the Data Centre, over a full calendar day period, is less than 35% or more than 60% (as measured by our Service Provider at 48" from the floor in the Cold Aisle), provided that the Equipment in the applicable individual Space is being used by you in the ordinary course of business	100% Service Availability	Monthly	10% of MRC for the affected Service
	Average Relative Humidity at the Data Centre, over a one-hour period, is less than 20% or more than 80% (as measured by our Service Provider at 48" from the floor in the Cold Aisle), provided that the Equipment in the applicable individual Space is being used by you in the ordinary course of business	100% Service Availability		25% of MRC for the affected Service

## POWER

- 15.4 You must ensure that your actual Power use does not exceed your Allocated Power. If your actual Power use exceeds your Allocated Power, you must reduce your Power use within 5 Business Days of us notifying you to do so. If you fail to reduce your Power use as required by us, we may:
- (a) charge you USD500.00 per day for your excessive use of Power from the first day, included, in which you exceeded your Allocated Power; or
  - (b) disconnect some of your Equipment, or suspend your Service, by giving you at least 7 days' notice.

## DEFINITIONS

- 15.5 For the purposes of this clause 15, the following definitions mean:

**Cold Aisle** means a cold aisle designed by the Data Centre in the applicable individual Space.

**Space** means colocation space in a Data Centre

## 16 ORDER OF PRECEDENCE

- 16.1 Unless otherwise expressly stated in this Appendix, capitalised terms used in this Appendix have the same meaning as terms defined in the Agreement Terms or Colocation Service Schedule.
- 16.2 This Agreement is subject and subordinated to the leases for the Data Centres and all superior instruments to such leases.

16.3 In relation to the provision of your Service at the Data Centres referred to in this Appendix, and notwithstanding any provision in the Service Order Form, Service Schedules or Agreement Terms, or any other document attached to or referenced in the said documents that form part of the Agreement, including any Data Centre guide or policies, if there is any inconsistency or conflict between:

- (a) the Data Centre-specific terms and conditions above, and
- (b) any part of the Agreement,

the Data Centre-specific terms and conditions above shall prevail and control to the extent of such inconsistency or conflict.



## APPENDIX B – OUTSOURCED SERVICE PROVIDER AUDIT REPORT (OSPAR) SPECIFIC TERMS AND CONDITIONS

**[DRAFTING NOTE: THIS APPENDIX IS ONLY FOR USE WITH SINGAPORE BASED CUSTOMERS SUBJECT TO OSPAR]**

### **17 BUSINESS RESUMPTION AND CONTINGENCY**

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17.1 We maintain business continuity and disaster recovery procedures to protect the systems and networks used to provide the Services (BCDR Procedures). We regularly test and update the BCDR Procedures.

### **18 SUB-CONTRACTING**

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18.1 Details of who our key sub-contractors are in connection with the supply of the Services (Key Sub-Contractors) to you are available on request. You consent to our use of these Key Sub-Contractors.

18.2 If we propose to add to or change any of our Key Sub-Contractors, we will provide you with reasonable prior notice. If you do not consent to our use of such new Key Sub-Contractor, you may terminate your Service.

### **19 AUDIT**

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19.1 We acknowledge that from time to time you may be required to, or may wish to, audit the extent to which we are complying with OSPAR with respect to our provision of the Services to you.

19.2 Subject to you paying our reasonable expenses, and as long as there is no risk to, or detrimental impact upon, our security, privacy, Occupational Health and Safety or confidentiality requirements or any of our customers (including you), you may have your internal auditor, or an independent external auditor who is not our competitor (including a representative of the organisation administering OSPAR), audit our performance in providing the Services to you in accordance with the agreed Standards.

19.3 On receiving reasonable notice from you of a request to audit, we will:

1. permit the auditor access, including pre-arranged on-site inspection of the Services performed by us;
2. provide information requested by the auditor, acting reasonably, considered necessary in order to satisfy themselves of our compliance with OSPAR; and
3. allow the auditor to inspect such information held by us as the auditor, acting reasonably, considers necessary in order to satisfy themselves of the adequacy of our compliance with OSPAR,
4. subject to compliance by the auditor with our standard site requirements (including as to security, privacy, OH&S and confidentiality). For the avoidance of doubt, the intention of this clause is to provide the auditor with the same rights as you, but not more.

19.4 We may have our internal auditor or other representative(s) present at an audit.

19.5 Any access and information provided to the auditor is subject to compliance by the auditor with our standard requirements (including as to security, privacy, OH&S and confidentiality).

19.6 You may request no more than two audits per calendar year.

19.7 The audit rights in this clause extend to our Key Sub-Contractors.

### **20 SECURITY POLICIES**

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20.1 Our networks and systems are governed by our own internal security policies. Further information regarding Telstra's security policies can be provided upon request.