



Colocation Services Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – The Colocation Service

1 Service Summary

BT will provide you with Footprints in a Site 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, ("**Colocation Service**").

2 Standard Service Components

BT will provide you with the following standard service component ("**Standard Service Component**") in accordance with the details set out in any applicable Order:

2.1 Site Facilities

2.1.1 A Site will have the following facilities:

(a) fire detection and suppression:

- (i) the data centre facility utilises very early smoke detection apparatus ("**VESDA**") as the early warning system;
- (ii) VESDA, when activated, triggers an indication alarm on a fire panel so that a physical investigation of the area can take place;
- (iii) the fire system then works as follows:
 - 2.1.1.1 when a single head activates within a zone this constitutes a 'first knock' with the sounders and beacons being in operation;
 - 2.1.1.2 if a further head is activated within the same zone the fire system will go into a 'second knock' phase with different alarms sounding;
 - 2.1.1.3 this 'second knock' phase instigates the countdown relating to the release of fire suppressing gas or water mist; and
 - 2.1.1.4 after 30 seconds the IG55 gas (a mixture of argon and nitrogen) or water mist will be released into the data hall, which forces oxygen levels to such a low level that fire is extinguished.

(b) Site security:

- (i) 24x7x365 security guard patrol of the Site and monitoring by closed circuit TV cameras with alarms interconnected to an on-site monitoring system;
- (ii) for operational reasons, BT will provide you with electronic access cards for the Site ("**EAC**") on the Service Start Date or when you visit the Site; and
- (iii) Visitors will provide identification in the form of a valid passport or UK photo card driving licence and this will be checked against a list, authorised by both of us, before entry is permitted.

(c) **Cooling and Humidity**

Unless otherwise set out in the Documentation comprising the Order, a Site will have the following facilities:

- (i) relative humidity maintained at 50% ± 30%; and
- (ii) maintenance of an average room air temperature at 22 degrees Celsius within a tolerance of plus or minus three degrees Celsius.

(d) **Power**

- (i) BT will provide power (as set out in the Order).
- (ii) Power feeds to the Customer Equipment will be backed up by the use of a standby generator and uninterrupted power supplies.



(iii) The standard power consumption and the Maximum Power Load is as set out in the Documentation comprising the Order.

(e) **Footprint**

- (i) BT will supply you with the Footprints set out in any applicable Order.
- (ii) Each Footprint will be designed to be, where possible, a contiguous configuration.
- (iii) The Maximum Floor Loading for each Footprint as set out in the Documentation comprising the Order.

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

3 Service Options

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

3.1 Colocation Facilities

Subject to Paragraph 3.2 below, BT will provide you with the following facilities within the Site(s).

3.1.1 Racks and Cabinets

- (a) Where Racks and/or Cabinets are provided by BT:
 - (i) The Customer will elect to use either a Redundant Power Feed or a Non Redundant Power Feed; and
 - (ii) Redundant Power Feed will terminate on separate power strips within the Rack and/or Cabinet.
- (b) Where Racks and/or Cabinets are provided by you, the Redundant Power Feed will be terminated in two separate power strips within your Rack and/or Cabinet. The power feed will be provisioned to the Rack and/or Cabinet from:
 - (i) under the raised floor; or
 - (ii) from above the Racks and/or Cabinets.

3.1.2 Remote Hands

- (a) Remote Hands is only available for Racks and/or Cabinets supplied by BT or for customer supplied Racks and/or Cabinets approved by BT.
- (b) BT will either carry out routine tasks on your behalf or arrange for routine tasks to be completed on your behalf, in accordance with your written instructions that BT will agree, at the nominated Footprint. Such tasks may include:
 - (i) lamp status checking;
 - (ii) power recycling;
 - (iii) button pushing; or
 - (iv) removal/insertion of cords, cables and plugs,("Remote Hands Tasks").
- (c) The Charges for Remote Hands are set out in any applicable Order.

3.2 Site(s)

The Site Specification for each Site is set out in the Documentation comprising the Order for the Site selected by you in the applicable Order.

3.3 Internal Cabling

- 3.3.1 BT will arrange for Internal Cabling (including Cross Connects, if requested by the Customer in the Order) within the Site to be installed, as set out in the Order.
- 3.3.2 The connection of the Customer Equipment to the BT Network or any third party network is not part of the Colocation Service and is subject to Paragraph 4 of this Schedule.

3.4 Media Handling

- 3.4.1 BT will arrange for tape changing and storing ("**Media Handling**") to be carried out, as set out in the Order. For the avoidance of doubt, BT will not carry out Media Handling more than once per machine per day.
- 3.4.2 You will need to provide BT with a minimum of two compact discs or tapes for each media drive as well as their relevant change schedule. Such change will occur either:
 - (a) daily;
 - (b) weekly;
 - (c) monthly; or
 - (d) quarterly.



- 3.4.3 For weekly, monthly and quarterly changes you will specify to BT the precise day of the week that you require your media to be changed. The agreed day will be set out in the relevant Order.
- 3.4.4 All changes will be performed by the Media Handling team and will take place between the hours of 0900 and 1200 (midday).
- 3.4.5 The compact discs or tapes will be stored in one of two locations as per your request and specified in the Order. These locations are:
 - (a) on-site in your Rack and/or Cabinet; or
 - (b) off-site in a secure environment.
- 3.4.6 If you require the media to be stored in an off-site secure environment, you will make all necessary arrangements with your chosen service provider. BT will:
 - (a) change the media as prescribed by you and will make the media available to your secure storage service provider; or
 - (b) will arrange for the service centre provider to change the media as prescribed by you and make the media available to your secure storage service provider.
- 3.5 **Recovery of media**
 - 3.5.1 For the recovery of media using stored data:
 - (a) if the media is held on-site, BT will insert the media into the required equipment as per your request.
 - (b) if the media is held off-site, BT will await delivery of the media to the data centre. Once delivered, BT will insert the media into the required equipment as per your request.
- 3.6 **Portal**
 - 3.6.1 Where BT provides access to your services through the Portal as part of your Colocation Service, you will be able to view and self-serve elements of your Colocation Service, including:
 - (a) contact information;
 - (b) manage Tickets ;
 - (c) view service status and create reports;
 - (d) billing;
 - (e) book any access to the Site, subject to Paragraph 9.3; and
 - (f) manage service incident notifications and maintenance notices.
 - 3.6.2 Where chargeable services are ordered through the Portal they will be defined as an 'Order' and BT will invoice you with additional Charges as set out in any applicable Order.
 - 3.6.3 You will be able to access detailed user guides via Portal, listing all services available within customer self-service.

4 Service Management Boundary

- 4.1 BT will provide and manage the Colocation Service as set out in Parts B and C of this Schedule and as set out in the Order up to the Rack and/or Cabinet ("**Service Management Boundary**").
- 4.2 BT will have no responsibility for the Colocation Service outside the Service Management Boundary. For the avoidance of doubt if BT provides you with any services other than the Colocation Services, including, with respect to installation or purchase of Purchased Equipment or Professional Services this Colocation Schedule will not apply to those services and those services will be governed by their separate terms.
- 4.3 BT does not make any representations, whether express or implied, as to whether the Colocation Service will operate in combination with any Customer Equipment or other equipment and software.

5 Specific Terms and Conditions

5.1 Termination for Convenience

For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Colocation Service or any Order by giving 90 days' Notice to the other.

5.2 Service Amendment

- 5.2.1 Except in the circumstances set out in Paragraphs 5.3.3, 5.3.4, 5.4 and 5.5 of this Schedule, if either of us wishes to vary the specification of the Colocation Service it will notify the other, detailing the proposed change and the reason for it and:
 - (a) both of us will discuss the proposed change;
 - (b) within a reasonable time of receipt of a proposed change, or the date of the discussions under Paragraph 5.2.1 (a) above, whichever one of us receiving receipt of a proposed change will notify the other whether the proposed change is feasible and the likely financial, contractual, technical and other effects of the proposed change;



- (c) within a reasonable time of notification of the effects of a proposed change, whichever one of us receiving the notification will advise the other whether it wishes the Contract to be amended to incorporate the change; and
- (d) where both of us agree a change to the Contract, it will be recorded in writing and will form part of this Contract when signed by both of us.

5.3 Minimum Period of Service and Renewal Periods

- 5.3.1 Unless one of us gives Notice to the other of an intention to terminate the Colocation Service at least 90 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 Colocation Service will automatically extend for the Renewal Period and;
- 5.3.2 In the event that one of us gives a Notice of Non-Renewal, BT will cease delivering the Colocation Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 5.3.3 Without prejudice to BT's rights at Clauses 5.4 and 5.5 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 90 days prior to the end of the Minimum Period of Service or each Renewal Period ("**Notice to Amend**").
- 5.3.4 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 or the Renewal Period.
- 5.3.5 If BT has not reached agreement in accordance with Paragraph 5.3.4(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 5.3.4(c), in which case BT will cease delivering the Colocation Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

5.4 Annual Price Increase

- 5.4.1 BT reserves the right to include an annual increase to Recurring Charges (rounded up to the nearest whole pence) by a percentage comprised of i) the annual percentage increase in the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figures) plus ii) 3.9% ("**Annual Price Increase**").
- 5.4.2 If applicable the Annual Price Increase will take effect on bills dated on or after 1st April of each year. If the CPI figure is negative in the relevant year, BT will only increase Recurring Charges by 3.9%. BT will calculate the increase in the Retail Price Index by comparing the Retail Price Index published on the Indexation Date with the Retail Price Index published on the 1 April of the year before.

5.5 Cost Increase

Where the Supplier increases BT's costs in relation to the Colocation Service, BT will have the right to increase the Charges for the Colocation Service at any time by the same amount by giving you at least 30 days' Notice;

5.6 IP Addresses and Domain Names

- 5.6.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Colocation Service will at all times remain BT's property or the property of the Supplier and will be non-transferable. All of your rights to use such IP Addresses or Domain Names will cease on termination or expiration of the Colocation Service.
- 5.6.2 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.
- 5.6.3 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.
- 5.6.4 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.
- 5.6.5 BT may require you to select a replacement Domain Name or URL and may either refuse to provide or may suspend Colocation 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 5.10 or otherwise unlawful.

5.7 Use of Customer Space

- 5.7.1 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 the Footprint, nor prohibit or restrict entry to the Footprint by BT.
- 5.7.2 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.

5.8 Insurance

- 5.8.1 You will obtain and maintain insurance throughout the duration of this Colocation Service for each Site with insurers of sound financial standing and good reputation within the UK insurance in respect of:
 - (a) Commercial and General Liability or Public Liability insurance with a limit of £5,000,000 per incident per occurrence with an annual aggregate of £10,000.00 providing coverage in respect of death or personal injury or disease of third parties and loss of or damage to third party property including vicarious liability under this Contract for the acts or omissions of your personnel and/or contractors; and
 - (b) Employer's Liability insurance including cover for legal liability to make payment in respect of death, personal injury or disability of your personnel and with limits no less than the minimum statutory amount for each and every claim or in the absence of a statutory limit, £10,000.00 and unlimited with respect to the number of occurrences covered by such insurance during any one insurance period; and
 - (c) All risk property insurance on a replacement and cost basis in respect of the loss, damage or destruction of your own property or other property in your custody, care and control, for a sum insured of no less than the full replacement value of said property. Such property insurance shall include damage caused by acts of terrorism; and
 - (d) Any other such insurances as is legally required in respect of your own obligations which shall not be deemed a limitation of your liability under this Contract.
- 5.8.2 Customer Equipment is at your risk for the duration of the Colocation Service.
- 5.8.3 You will provide to BT, on BT's request, a certificate of insurance to evidence that the insurances referred to in Paragraph 5.8.1 are in full force and effect and that BT is listed as an additional insured or interested party on the commercial general or public liability policy. You waive your insurer's rights of subrogation on all policies referenced above (other than where there has been a fundamental breach of contract, gross negligence or deliberate or wilful misconduct).
- 5.8.4 Any other such insurances as is legally required in respect of your own obligations which shall not be deemed a limitation of your liability under this Contract.

5.9 Additional Terms

- 5.9.1 You will be responsible for the creation, maintenance and design of all Customer Information and Third Party Information.
- 5.9.2 BT is under no obligation to edit, review or modify the Customer Information or Third Party Information and BT does not examine the use to which the Colocation Service is put.
- 5.9.3 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.
- 5.9.4 BT is not responsible for any equipment, including software or services provided by third parties, that you store, advertise, sell or otherwise make available by means of the Colocation Service or on the Internet.
- 5.9.5 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 any Customer Information, Third Party Information or other content or communication sent, provided or stored in connection with the Colocation Service.
- 5.9.6 In addition to any other rights that BT may have, you will reimburse BT for any losses, costs or liabilities arising from your use or misuse of BT Equipment or other equipment belonging to BT or a third party, which is located at the Site, and for any damage to the Site, or where BT Equipment or other equipment belonging to BT or a third party is damaged, stolen or lost, except where the loss or damage is a result of fair wear and tear or caused by BT.
- 5.9.7 You will indemnify BT against all claims and proceedings, damages, costs and expenses arising or incurred in respect of:



- (a) Death or injury of any person to the extent arising as a result of your (or your Visitors) negligence or wilful acts or omissions in relation to the performance of the Contract;
- (b) loss of or damage to any property to the extent arising as a result of your (or your Visitors) negligence or wilful acts or omissions in relation to the performance of the Contract; and/or
- (c) third-party claims brought by, arising from or related to the acts or omissions in a Site, of you or your Visitors except if you or your Visitors were acting at the direction of or express concurrence of BT.

5.10 Use of Service

- 5.10.1 The Colocation Service is provided solely for your own use and you will not resell or attempt to resell the Colocation Service (or any part thereof) to any third party.
- 5.10.2 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 Colocation Service, Customer Information, or Third Party Information. BT will not be a party to, or in any way be liable for, any transaction between you and any third party.
- 5.10.3 BT may suspend the Colocation Service with immediate effect if you use the Colocation Service in contravention of Paragraph 5.10.1.
- 5.10.4 You will not use the Colocation Service in any way which in BT's opinion, is, or is likely to be, detrimental to the provision of the Colocation Service to you or any other customer.
- 5.10.5 In the event that BT suspends the Colocation Service, BT will notify you as to why the Colocation Service has been suspended and you will be required to rectify the problem within a reasonable period, depending on the critical nature of the situation, of such notification.
- 5.10.6 Where you fail to rectify the problem within 30 days from date of notification of the problem by BT, BT may terminate the Contract in accordance with Clause 18 of the General Terms.

5.11 Invoicing

- 5.11.1 BT will invoice you for the Charges for the Colocation Service as set out in Paragraph 5.11.2 in the amounts and currency as set out in any Order(s).
- 5.11.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
 - (a) Installation Charges, on the Service Start Date (or monthly in arrears prior to the Service Start Date for any work carried out when the planned installation period is longer than one month);
 - (b) Recurring Charges monthly 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);
 - (c) De-installation Charges within 60 days of de-installation of the Colocation Service; and
 - (d) any Termination Charges incurred in accordance with Paragraph 5.12 upon termination of the relevant Colocation Service.
- 5.11.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
 - (a) 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;
 - (b) Charges for commissioning the Colocation Service as set out in Paragraph 8.2 outside Business Hours;
 - (c) Charges for carrying out necessary installation work in accordance with Paragraph 7.1.3;
 - (d) Charges for remedying your breach of the Contract in accordance with Paragraph 8.3.6;
 - (e) Charges for requests to perform Remote Hands Tasks in excess of the Remote Hands Tasks;
 - (f) Charges for carrying out Media Handling activities in accordance with Paragraph 8.4;
 - (g) Charges for restoring service if the Colocation Service has been suspended in accordance with Clause 15 of the General Terms;
 - (h) Charges for cancelling the Colocation Service in accordance with Clause 16 of the General Terms;
 - (i) Charges for expediting provision of the Colocation Service at your request after you have been informed of the Customer Committed Date;
 - (j) Usage Charges for any use of the Colocation Service or any part of the Colocation Service in excess of that set out in the Documentation comprising the Order;
 - (k) any other Charges set out in any applicable Order or as otherwise agreed between both of us.

5.12 Charges at the End of the Contract

- 5.12.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Colocation Service for convenience, you will pay BT:
 - (a) all outstanding Charges for service rendered;



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- (b) De-installation Charges;
 - (c) any other Charges set out in the Order;
 - (d) all committed costs to the Supplier incurred by BT as a result of your commitment to BT under the Contract, which BT is unable to reasonably mitigate; and
 - (e) all incremental charges incurred by BT from the Supplier due to the early termination.
- 5.12.2 In addition to the Charges set out at Paragraph 5.12.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
- (a) for any parts of the Colocation Service that were terminated during the Minimum Period of Service or any Renewal Period, Termination Charges, as compensation, equal to:
 - (i) X per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or (in accordance with Paragraph 5.12.3) any Renewal Period, where X per cent is calculated in accordance with the table below; and
 - (ii) any waived Charges for the part(s) of the Colocation Service that have been terminated.

No. of Months remaining of the Minimum Period of Service identified on the original Order, calculated from the Service Start Date up to the effective date of termination identified on the cessation form completed by you	12 Month Minimum Period of Service	24 Month Minimum Period of Service	36 Month Minimum Period of Service	48 Month Minimum Period of Service	60 Month Minimum Period of Service
0 - 3 Months	64%	55%	49%	45%	42%
4 - 6 Months	68%	56%	50%	46%	43%
7 - 9 Months	80%	58%	52%	47%	43%
10 - 12 Months	100%	60%	53%	48%	44%
13 - 15 Months	N/A	63%	54%	49%	45%
16 - 18 Months	N/A	68%	56%	50%	46%
19 - 21 Months	N/A	79%	58%	52%	47%
22 - 24 Months	N/A	100%	60%	53%	48%
25 - 27 Months	N/A	N/A	63%	54%	49%
28 - 30 Months	N/A	N/A	68%	56%	50%
31 - 33 Months	N/A	N/A	79%	58%	51%
34 - 36 Months	N/A	N/A	100%	60%	53%
37 - 39 Months	N/A	N/A	N/A	63%	54%
40 - 42 Months	N/A	N/A	N/A	68%	56%
43 - 45 Months	N/A	N/A	N/A	79%	58%
46 - 48 Months	N/A	N/A	N/A	100%	60%
49 - 51 Months	N/A	N/A	N/A	N/A	63%
52 - 54 Months	N/A	N/A	N/A	N/A	68%
55 - 57 Months	N/A	N/A	N/A	N/A	79%
58 - 60 Months	N/A	N/A	N/A	N/A	100%

5.12.3 For Renewal Periods (automatically or specifically agreed upon as set out at Paragraph 5.3) the same applies as per the table above, related to the number of months (12 to 60) renewed.

5.13 Amendment to the General Terms and Conditions

- 5.13.1 The definition of Order in the General Terms is deleted and replaced with the following:
“Order” means any order or part of an Order you give to BT that is accepted by BT for one or more Services, Documentation comprising an Order, or an initial Order or any order placed in any online portal, provided as part of your Colocation Service.
- 5.13.2 Clause 15 “When BT may restrict or suspend the Service” of the General Terms is deleted and replaced with the following new Clause 15:
 “15.1 BT may restrict or suspend the Service:
 15.1.2 if BT needs to do Maintenance;
 15.1.2 to implement a change under Clause **Error! Reference source not found.**;
 15.1.3 if you do not pay BT on time and in the way described in Clause **Error! Reference source not found.**; and
 15.1.4 if BT reasonably believes:
 (a) you have not complied with the Acceptable Use Policy or Compliance Obligations; or
 (b) it needs to in order to protect the integrity or security of the BT Network
 (c) if you have committed a material or persistent breach of the Contract as reasonably determined by BT.



- 15.1.5 In accordance with Paragraphs 5.6.5, 5.10, and/or 7.1.5, of the Colocation Schedule
- 15.1.6 on giving prior Notice when practicable, restrict or suspend the Colocation Service or part of the Colocation 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
- 15.2 If BT restricts or suspends the Service because of the reasons in Clauses 15.1.3, 15.1.4, 15.1.5 or 15.1.6:
 - 15.2.1 you will still have to pay the Charges that are payable for the Service until the Service ends; and
 - 15.2.2 BT may apply a Charge, to start the Service again.
- 15.3 BT may suspend the Service if you do not pay what you owe BT under any other contract that you have entered into with BT, as set out in that other contract.
- 15.4 If BT decides to restrict or suspend the Service for any of the above reasons, it will let you know beforehand as soon as it reasonably can."
- 5.13.3 A new Clause 22.10 is added to the General Terms:
 - "22.10 Nothing in this Contract excludes or limits your liability for your:
 - 22.10.1 wilful misconduct or Gross Negligence in performing your contractual obligations.
"Gross Negligence" is defined any conduct undertaken with actual appreciation of the risks involved and serious disregard of, or indifference to, an obvious risk and shall not mean mere negligence.
 - 22.10.2 breach of clause 13 of the General Terms (Keeping things confidential)."

6 BT Equipment

- 6.1 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.
- 6.2 You will not:
 - 6.2.1 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; and
 - 6.2.2 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.

7 Customer Equipment

7.1 Installation

- 7.1.1 You will:
 - (a) provide and install the Customer Equipment on the Footprint(s) or in the Racks/Cabinets (as applicable) in accordance with this Schedule, the Layout Diagram and the timetable agreed by BT;
 - (b) correctly connect Customer Equipment to the power feed and comply with Paragraph 9.2.14 with respect to a Redundant Power Feed;
 - (c) ensure that the Customer Equipment is always in accordance with the 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, Cabinets, shelving and components; and
 - (f) unpack the Customer Equipment in a suitable environment in an allocated area, outside of the aisle, in the Site.
- 7.1.2 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.
- 7.1.3 If BT, or one of BT's approved contractors, is required to provide any materials or assist you with any necessary installation work, BT will contact you with regards to any resultant Charges before undertaking the work, unless this is not reasonably practicable.



7.1.4 In the event that you do not comply with your obligations in relation to Paragraph 7.1.1 and/or 7.1.2 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 Layout Diagram with BT.

7.1.5 BT may suspend the Colocation Service immediately if:

- (a) You fail to rectify the situation in accordance with the notification at paragraph 7.1.4; or
- (b) in BT (or its Supplier) opinion, at any time, the Customer Equipment interferes with the operation or maintenance of the Site or with one or more of BT or its Supplier's other customers use of a data centre

BT will contact you to inform you that suspension has occurred and the reason for the suspension and you will have five days to rectify the situation.

7.1.6 If you fail to rectify the situation in accordance with Paragraph 7.1.5, BT may terminate this Contract with immediate effect in accordance with Clause 18.1 of the General Terms. You will remain responsible for payment of the Charges during any period of suspension.

7.2 Maintenance

7.2.1 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) ensure that no installation of, modification, alteration or addition to the Customer Equipment would result in changes to:
 - (i) the floor loading that exceed the Maximum Floor Loading;
 - (ii) the heat output of the Customer Equipment that exceed the Maximum Heat Output; or
 - (iii) the power consumption of the Customer Equipment that exceeds the Maximum Power Load;
- (c) comply with any rules, for example data centre Site Regulations, applicable to the Customer Equipment or the Site at all times;
- (d) 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 undertaken by BT 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;
- (e) not use the Customer Equipment 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
- (f) 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 or the Supplier. If you fail to comply with any such Notice, BT may carry out the work and invoice you for BT's reasonable costs of doing so.

7.2.2 BT may:

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

7.2.3 BT may, within reason and 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.

7.2.4 All Customer Equipment shall remain the property of you or your licensors.

7.3 Relocation

7.3.1 Subject to Paragraph 7.3.2, BT may on 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 (unless the request to remove the Customer Equipment is as a result of Clauses 7.1.4 or 7.1.5) be borne by BT.

7.3.2 BT will, when specifying the timescale for any relocation of the Customer Equipment, use reasonable endeavours to consult with you and to agree a timescale that causes minimum disruption to the operation of the Colocation Service.

7.4 Removal

7.4.1 On expiry or termination of the Colocation Service, you will be responsible for the removal of the Customer Equipment from the Site and such removal will occur before the Contract termination date or expiry of the Contract.



- 7.4.2 In the event that you fail to remove the Customer Equipment from the Site by the date of termination, BT may charge you reasonable costs for the storage and handling of the Customer Equipment at the Site on a daily basis.
- 7.4.3 BT may remove any Customer Equipment at your expense, for reasons of security, fire, hazards or breach of this Schedule. When practicable, Notice will be given but, in emergency cases, Customer Equipment may be removed by BT without Notice.



Part B – Service Delivery and Management

8 BT's Obligations

8.1 Service Delivery

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

8.1.1 will provide you with contact details for the helpdesk, to which you will be able to submit service requests, report Incidents, ask questions about the Colocation Service, issue Tickets and, when applicable, log Remote Hands, Visitor access and Media Handling requests ("**Service Desk**") and this Service Desk will be open 24x7x365;

8.1.2 will provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date;

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

8.2.1 configure the Colocation Service;

8.2.2 conduct a series of standard tests on the Colocation Service to ensure that it is configured correctly;

8.2.3 install and connect the power supply to the Footprint 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 if BT detects or if you report an Incident on the BT Network;

8.3.2 will log any Remote Hands request;

8.3.3 or the Supplier, may carry out Maintenance from time to time and will endeavour to let you know at least 21 days before any Planned Maintenance on the BT Equipment, however you agree that BT may inform you with less notice than normal when Maintenance to the Site or emergency Maintenance is required;

8.3.4 may allocate to you password(s) and EACs to be used in connection with the Colocation Service, but the EACs will remain BT's property at all times;

8.3.5 may suspend a User ID, password or withdraw access from an EAC where BT reasonably believes that password or EAC security has not been maintained, or on expiry or termination of the Colocation Service. BT will notify you as soon as possible after BT has suspended a password or withdrawn access from an EAC; and

8.3.6 may remedy any breach of the Contract by you, where you:

(a) fail to remedy the breach; or

(b) request either verbally or in writing that BT remedies the breach;

and you will pay BT's additional Charges.

8.4 Media Handling

BT will ensure the capability to provision a media handling service as described in Paragraphs 3.4.1 to 3.4.6.

8.5 The End of the Service

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

8.5.1 may provide configuration information relating to the Colocation Service provided at the Sites in a format that BT reasonably specifies; and

8.5.2 may disconnect and remove any BT Equipment located at the Sites.

9 Your Obligations

9.1 Service Delivery



Before the Service Start Date and, when applicable, throughout the provision of the Colocation 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 Colocation Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person whom BT reasonably believes is acting with your authority. 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 Colocation 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 for the purpose of providing the Colocation Service without undue delay;
- 9.1.4 provide BT with access to the Racks and/or Cabinets during Business Hours, or as otherwise agreed, to enable BT to deliver the Colocation Service;
- 9.1.5 complete any preparation activities that BT may request to enable you to receive the Colocation Service promptly and in accordance with any reasonable timescales;
- 9.1.6 ensure that the LAN protocols and applications you use are compatible with the Colocation Service;
- 9.1.7 provide BT with the name and contact details of at least one individual who will be responsible for receiving any Customer Equipment or BT Equipment at the Site;
- 9.1.8 ensure that the network terminating point is delivered to your Rack and/or Cabinet on the data centre floor;
- 9.1.9 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 9.1.10 distribute, manage and maintain access profiles, passwords, User IDs (if applicable), security check words, EACs allocated by BT and other systems administration information relating to the control of Users' access to the Colocation Service;
- 9.1.11 as soon as reasonably practicable, inform BT of any changes to the information that you supplied when ordering the Colocation Service;
- 9.1.12 prepare and maintain the Site for the installation of the Customer Equipment and supply of the Colocation Service, including, where applicable:
 - (a) provide a suitable and safe operational environment for any Customer Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect the Customer Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services;
 - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance Services;
 - (d) provide a secure, continuous power supply at the Site for the operation and maintenance of the Service at such points and with such connections as BT specifies; and
 - (e) provide internal cabling between any BT Equipment and Customer Equipment, as appropriate.

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;
- 9.2.3 be responsible for any issues relating to the Colocation Service including providing BT assistance and information during implementation of the Colocation Service, and are available for all subsequent Incident management communications;
- 9.2.4 provide all suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Colocation Service, other than as specifically set out in the Order as BT's responsibility;



- 9.2.5 monitor and maintain any Customer Equipment connected to the Colocation Service or used in connection with the Colocation Service;
- 9.2.6 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 Colocation Service to the Customer Equipment by BT will not infringe any third party rights, including without limitations any Intellectual Property Rights;
- 9.2.7 ensure that any Customer Equipment that is connected to the Colocation Service or that your use, directly or indirectly, in relation to the Colocation 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, 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 Colocation 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.
- 9.2.8 be responsible for maintaining and managing a list of current Users and Visitors and you will immediately terminate access for any person who ceases to be an authorised User or Visitor;
- 9.2.9 ensure the security and proper use of all valid User access profiles, passwords, User IDs, security check words and EACs (including changing such passwords and security check words on a regular basis) and other systems administration information used in connection with the Colocation Service and:
- (a) take all reasonable steps to prevent unauthorised access to the Colocation Service;
 - (b) not change or attempt to change a User ID;
 - (c) satisfy BT's security checks if a password is lost or forgotten;
 - (d) take all necessary steps to ensure that passwords are kept confidential;
 - (e) take all necessary steps to ensure that EACs are not provided to unauthorised people;
 - (f) take all necessary steps to ensure that the EACs are not kept with the address of the Site;
 - (g) 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; and
 - (h) inform BT immediately if a User ID, security check word 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.
- 9.2.10 if BT requests you to do so in order to ensure the security or integrity of the Colocation Service, change any or all passwords or other systems administration information used in connection with the Colocation Service. BT does not guarantee the security of the Colocation Service against unauthorised or unlawful access or use;
- 9.2.11 comply with the Site Regulations and any requirements of BT or the Supplier (as applicable) in relation to the occupation of the Location and the Site from time to time and notified to you;
- 9.2.12 not use the Site except for the retention and operation of the Customer Equipment and will use all reasonable endeavours not to cause any injury, damage, nuisance to or interfere with any person or property including the Site or any equipment owned by third parties which may from time to time be located at the Site;
- 9.2.13 not make any alteration or addition (whether structural or non-structural) in or to the Site without seeking prior written approval from BT and, where BT does not own the Site, also from the Supplier;
- 9.2.14 where BT has provided a Redundant Power Feed to the Footprint be responsible for connecting Customer Equipment correctly to the Redundant Power Feed, which means that the Customer Equipment will be connected to both power feeds comprising the Redundant Power Feed. BT is not responsible for any loss of power on Customer Equipment that is not correctly connected to the Redundant Power Feed; and
- 9.2.15 comply with any instructions BT notifies to you which BT believes are necessary for reasons of health, safety or the quality of any telecommunications 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 treat such failure in accordance with Clause 18 of the General Terms.
- 9.3 Access and Visitors**
- 9.3.1 You will:
- (a) provide BT with a list of all Visitors entitled to enter the Site with appropriate proof of identity in accordance with this Paragraph 9.3 and promptly inform BT of any changes to the list of Visitors;



- (b) pre-book any access to the Site with a minimum 24 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; and
- (c) ensure that Visitors to the Site:
 - (i) are suitably competent to carry out the necessary tasks;
 - (ii) will follow BT's instructions within the Site including all Site Regulations;
 - (iii) will not cause any change to or interfere with the Site or the equipment of any of BT's third party customers; and
 - (iv) will do nothing to cause the Site to be in anything other than a clean and tidy condition.

9.3.2 BT and the Supplier may refuse access to the Site or remove from the Site any Visitor whose admission or presence is or would be, in the reasonable opinion of either BT or the Supplier, detrimental to the security of the Site or in respect of whom you have failed to request a right of access from BT.

9.3.3 In addition:

- (a) neither BT nor the Supplier will be responsible for the consequences of any refusal or failure or delay by you in notifying BT of your requirement to access the Site;
- (b) BT will not be responsible for the consequences of any refusal or delay by BT or the Supplier to permit entry or any request by BT 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.

9.4 The End of the Service

On termination of the Colocation Service by either one of us, or expiry, you will arrange for the removal of Customer Equipment in accordance with Paragraph 7.4.

10 Notification of Incidents

10.1 When 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 24 hours 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 24 hours of BT's attempt to contact you.

10.2 If you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

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



Part C – Service Levels

11 Service Availability

11.1 BT will, subject always to Clause 12 and the Availability Service Level Criteria:

11.1.1 meet the Availability Service Levels

11.1.2 provide Availability Service Credits where the Availability Service Levels are not met as set out in the SLA table below:

Monthly recurring service	Availability Service Level	Availability Service Credit	Availability Service Level Criteria
Redundant Power	99.999+%	<p>You are entitled to:</p> <p>(i) an initial Availability Service Credit equal to 1/30th of one month's Loaded Rack or Cabinet MRC for the affected Loaded Rack or Cabinet if the Redundant Power Availability Service Level Criteria is not met; and</p> <p>(ii) an additional Availability Service Credit equal to 1/30th of one month's Loaded Rack or Cabinet MRC for every subsequent thirty (30) minutes of Unavailability for that Loaded Rack or Cabinet.</p>	<p>The Redundant Power Availability Service Level is met by achieving less than 5 minutes of Unavailability over a 12 month period per Loaded Rack or Cabinet.</p> <p>For the Redundant Power Availability Service Level "Unavailability" or "Unavailable" is defined as when a functioning Loaded Rack or Cabinet is powered by a Redundant Power Feed and both power circuits of that Redundant Power Feed experience a simultaneous interruption in electrical power such that the Loaded Rack or Cabinet experiences an interruption in electrical power.</p>
Non Redundant Power	99.99+%	<p>You are entitled to:</p> <p>(i) an initial Availability Service Credit equal to 1/30th of one month of the Loaded Rack or Cabinet MRC for the affected Loaded Rack or Cabinet if the Non Redundant Power Availability Service Level Criteria is not met; and</p> <p>(ii) an additional Availability Service Credit equal to 1/30th of one month of the Loaded Rack or Cabinet MRC for every subsequent full hour of Unavailability for that affected Loaded Rack or Cabinet.</p>	<p>The Non Redundant Power Availability Service Level is met by achieving less than 52 minutes of Unavailability over a 12 month period per Loaded Rack or Cabinet .</p> <p>For this Non Redundant Power Availability Service Level "Unavailable" or "Unavailability" is defined as when a functioning Loaded Rack or Cabinet is powered by a Non Redundant Power Feed, and the power circuit experiences an interruption in electrical power such that the Loaded Rack or Cabinet</p>



			experiences an interruption in electrical power.
Environmental Services - Temperature	99.99+%	<p>You are entitled to</p> <p>(i) an Availability Service Credit equal to 1/30th of one month of the Loaded Rack of Cabinet MRC for the affected Loaded Rack or Cabinet if the Environmental Services - Temperature Availability Service Level Criteria is not met; and</p> <p>(ii) an additional Service credit equal to 1/30th of one month of the Loaded Rack or Cabinet MRC for every subsequent full hour of Unavailability for that Loaded Rack or Cabinet.</p>	<p>The Environmental Services – Temperature Availability Service Level is met by achieving less than 52 minutes of Unavailability over 12 months per Loaded Rack or Cabinet.</p> <p>For this Environmental Services -Temperature “Unavailable” or “Unavailability” is defined as when the temperature drops below 64.4 F (18 C) or exceeds 80.6 F (27 C) .</p>
Environmental Services - Humidity	99.99+%	<p>You are entitled to:</p> <p>(i) an Availability Service Credit equal to 1/30th of one month of the MRC for the affected Loaded Rack or Cabinet if the Environmental Services – Humidity Availability Service Level Criteria is not met; and</p> <p>(ii) an additional Availability Service credit equal to 1/30th of one month of the Loaded Rack or Cabinet MRC for every subsequent full hour of Unavailability for that Loaded Rack or Cabinet.</p>	<p>The Environmental Services – Humidity Availability Service Level is met by achieving less than 52 minutes of Unavailability over 12 months per Loaded Rack of Cabinet .</p> <p>For this Unavailability Service Level Criteria “Unavailable” or “Unavailability” is defined as when the humidity drops below 25% or exceeds 65%</p>
Cross Connect	99.99+%	<p>You are entitled to an Availability Service Credit equal to one month’s MRC for the affected Cross-Connect.</p>	<p>The Cross Connect Availability Service Level is met by achieving less than 52 minutes of Unavailability over a 12 month period per Cross-Connect.</p> <p>For this Unavailability Service Level Criteria “Unavailable” or “Unavailability” is defined as when the passive physical media that BT uses for the Cross-Connects fails and the endpoints of the Cross-</p>



			Connect are not able to maintain a communication connection due to the failure of the physical media.
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12 Requests for Service Credits

- 12.1 The period of Unavailability is measured from the earlier of your notification to BT of the Incident (in accordance with Paragraph 10) or BT's detection of the Incident in its monitoring systems to the time the Incident has been remedied as confirmed by BT;
- 12.2 BT measures temperature and humidity Unavailability between 3 and 5 feet from the floor and no closer than 12 inches from the cool air intake side of a Loaded Rack or Cabinet
- 12.3 For a potential Availability Service Credit to be considered by BT you must, within 25 days of notification of the Incident under Paragraph 12.1 contact BT at the Service Desk by email, or phone to request that it is counted towards an Availability Service Credit. BT will review the Incident to confirm whether there has been Unavailability taking into account the exclusions at Paragraph 12.10 and will assess the length of such Unavailability in accordance with Paragraph 12.1 ("**Unavailability Confirmation**"). At the end of the Contract Year, BT will review each Unavailability Confirmation against the Availability Service Level Criteria to assess whether or not an Availability Service Credit is due. Any such Availability Service Credit shall be issued to you in accordance with Paragraph 12.5.
- 12.4 Any failure by you to submit a request in accordance with Paragraph 12.1 and/or 12.3 will constitute a waiver of any claim for Availability Service Credits for the related Incident of Unavailability.
- 12.5 Upon verification by BT that an Availability Service Credit is due in accordance with Paragraph 12.3 BT will:
 - 12.5.1 issue you with the applicable Availability Service Credits by deducting those Availability Service Credits from your invoice within two billing cycles of the end of the Contract Year in which the Unavailability Notification occurred; or
 - 12.5.2 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:
- 12.6 All Availability Service Levels and Availability Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 12.7 Service Credits for all Service Levels will be aggregated and are available:
 - 12.7.1 up to a maximum amount equal to 100 per cent of the MRC for the affected Colocation Service; and
 - 12.7.2 for no more than four Incidents of Unavailability in any one period of thirty days.
- 12.8 You will notify BT of any disputed credit within one month of the date of BT's invoice and the dispute will be resolved in accordance with Clause 11 of the General Terms.
- 12.9 An Availability Service Credit shall constitute the sole and exclusive remedy for the breach of Availability Service Level that it relates to.
- 12.10 The Availability Service Levels under this Schedule will not apply:
 - 12.10.1 in the event that Clause 8 of the General Terms applies;
 - 12.10.2 during any trial period of the Colocation Service;
 - 12.10.3 during Planned Maintenance;
 - 12.10.4 to Incidents due to Customer Equipment or a failure of your network or equipment configuration;
 - 12.10.5 to Incidents due to your act or omission;
 - 12.10.6 to an Incident due to failure of a virtual circuit;
 - 12.10.7 to Incidents due to the faults or omissions of other Internet service providers;
 - 12.10.8 to failures due to any Force Majeure Event;
 - 12.10.9 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tells you about;
 - 12.10.10 to any Incident not reported in accordance with Paragraph 12.1 and/or 12.3 above; or
 - 12.10.11 if you have not complied with the Contract.



Part D – Defined Terms

13 Defined Terms

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

“Annual Price Increase” has the meaning given in Paragraph 5.4.1.

“Availability Service Credit” means the Service Credit calculated in accordance with the SLA Table.

“Availability Service Level” means the availability service level for each Monthly Recurring Service as set out in the SLA Table.

“Availability Service Level Criteria” means the availability service level criteria for each Monthly Recurring Service set out in the SLA Table;

“Business Hours” means between the hours of 0800 and 1700 in a Business Day.

“Cabinet” means a frame, which will be fitted with lockable front and rear doors, that will house the Customer Equipment on the Footprint, provided by either of us as set out in the Order.

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

“Contract Year” means 12 months from the Service Start Date (or from each subsequent anniversary of the Service Start Date as appropriate);

“Cross-Connect” means - a physical or wireless interconnection within a Site that (i) exits your Footprint or (ii) connects you to another BT customer outside of the Footprint; including (iii) at all times but not limited to local, campus & metro interconnections and iv) any other medium or technology used for each Cross-Connect mutually agreed by the parties in each instance.

“Customer Committed Date” means the date provided by BT on which delivery of the Colocation Service (or each part of the Colocation Service, including to each Site) is due to start.

“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 Colocation 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 Colocation Service.

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

“Documentation comprising the Order” refers to the standard contract pack. This pack comprise one or more of the following components; Customer Requirements Form (CRF), Order and/or Site Specification.

“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.

“Footprint” means an area of space in the Site available for Customer Equipment, occupied by you including, but not limited to the area surrounding the Footprint

“Incident” means an unplanned interruption to, or a reduction in the quality of, the Colocation Service or particular element of the Colocation Service. **“Installation Charges”** means those Charges as set out in the Order in relation to installation of the Colocation Service.

“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 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.

“Loaded Cabinet or Rack” means a Cabinet or Rack (as appropriate) within which customer Equipment has been installed;

“Loaded Cabinet or Rack MRC” means the Standard Service Components MRC for (i) the power circuits (Non Redundant or Redundant as applicable) for the Loaded Rack or Cabinet and (ii) the Footprint the Loaded Rack or Cabinet is attached to;

“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.

“Maximum Floor Loading” means the maximum permissible weight allowed per Footprint.

“Maximum Heat Output” means the maximum heat output (kW) allowed per square meter.



- “Maximum Power Load”** means the maximum gross power consumption for each Footprint.
- “Media Handling”** has the meaning given in Paragraph 3.4.
- “Minimum Period of Service”** means a period of 12 consecutive months beginning on the Service Start Date, unless otherwise set out in an Order.
- “Monthly Recurring Service(s)”** are the service components of the Colocation Service referred to in SLA table for which there are Availability Service Levels.
- “MRC”** means monthly Recurring Charges.
- “Non Redundant Power Feed”** means one power feed, which is supplied by a power distribution unit to a Footprint.
- “Notice of Non-Renewal”** has the meaning given in Paragraph 5.3.1.
- “Notice to Amend”** has the meaning given in Paragraph 5.3.3.
- “Order”** has the meaning set out in Paragraph 5.13.1
- “Planned Maintenance”** means any Maintenance BT has planned to do in advance.
- “Portal”** means the online portal and any graphical user interface for BT Colocation Service which BT makes available to you..
- “Rack”** means a frame that will house the Customer Equipment on the Footprint, provided by either of us as set out in the Order.
- “Layout Diagram”** means the diagram agreed by both of us identifying all the Customer Equipment to be placed within the Footprint.
- “Recurring Charges”** means the Charges for the Colocation Service or applicable part of the Colocation Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.
- “Remote Hands”** means the Service Option that comprises assistance by BT to carry out routine tasks on your behalf at the nominated Footprint.
- “Remote Hands Tasks”** has the meaning given in Paragraph 3.1.2.
- “Renewal Period”** means for each Colocation Service, the initial 12 months period following the Minimum Period of Service, and each subsequent 12 months period.
- “Redundant Power Feed”** means two power feeds, each of which is supplied by one separate power distribution unit to a Footprint.
- “Service Desk”** has the meaning given in Paragraph 8.1.1.
- “Service Level”** means the Availability Service Level.
- “Service Management Boundary”** has the meaning given in Paragraph 4.1.
- “Service Options”** has the meaning given in Paragraph 3.
- “Site”** means the data centre from which the Colocation Service is provided, as set out in any applicable 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 and including without limitation the Supplier’s Policies .
- “Site Specification”** means the detailed technical specification for the Site.
- “SLA Table”** means the table at Paragraph 11.1.2 setting out the Availability Service Levels, Availability Service Criteria and Availability Service Credits for the relevant part of the Colocation Service
- “Standard Service Component”** has the meaning given in Paragraph 2.
- “Supplier”** means Equinix (UK) Limited whose registered office is Masters House, 107 Hammersmith Road, London, W14 0QH, registered number 03672650.
- “Supplier’s Policies”** means the policies set out at: <https://www.equinix.co.uk/resources/product-documents/ibx-policies-ld8> as updated from time to time.
- “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 Colocation Service.
- “Ticket”** has the meaning given in Paragraph 10.1.2 and may also be known as a **“fault reference number”**.
- “Unavailability”** has the meaning given in Availability Service Level Criteria Column of the SLA Table for each Monthly Recurring Service.
- “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 Colocation Service or applicable part of the Colocation Service which you incur if your use of the Colocation Service or applicable part of the Colocation Service exceeds that set out in the Documentation Comprising the Order.
- “VESDA”** means the very early smoke detection apparatus.
- “Visitor”** means any of your representatives authorised to have access to the Site, Location or Footprint by you.