Schedule document

Data centre hosting - Colocation

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This schedule contains additional terms and conditions, service description & Service Levels applicable to the Data Centre Hosting element of the Services and should be viewed with associated Order Form, Node4's General Terms and Conditions and the Acceptable Use Policy.

1. Overview

The Node4 Data Centre Hosting Services provide the Customer with the ability to locate equipment within the Node4 data centre.

2. Definitions

In addition to the definitions set out in the General Terms and Conditions, the following definitions shall apply to this Service Schedule:

"Bandwidth Fees" means charges payable by the Customer to Node4 as defined in the Order Form;

"Customer Responsible Faults" means a fault which is attributable to Customer equipment, premises or power supplies, or the action of the Customer Personnel. Such faults shall be deemed the responsibility of the Customer. Any downtime caused by such faults does not qualify for service credits or compensation.

"Infrastructure" means any Node4 Equipment and other facilities used by Node4 to provide the Services, including mains power, UPS, generator and air conditioning system but excludes switching equipment in relation to Node4 provided internet connectivity.

"Fault Ticket Number" means the unique number issued when logging a fault with Node4.

"Installation Fees" means charges payable by the Customer for the installation of data centre hosting element of the Services as provided in the Order Form;

"Monthly Review Period" means the calendar monthly periods commencing on the 1st of each month during the Term, over which Service performance measurements are calculated, provided that the first Monthly Review Period will commence following the Ready For Service Notification;

"Network Management System" means Node4's network integrated fault management system;

"Node4 Network" means the network that provides internet connectivity provided by Node4.

"Planned Outage" means a temporary outage in service required for maintenance and support purposes of which Node4 has given the Customer reasonable prior notice. Wherever reasonably practicable Node4 will agree the amount of outage with the Customer in advance of the required work. Any Planned Outage shall not be included in fault measurements and does not qualify for service credits or compensation.

"Professional Service Fees" means the professional service charges detailed on the Order Form or otherwise agreed in writing between the parties;

"Rental Fees" means charges payable by the Customer for rack space and other services related to the Data Centre Hosting Services as provided in the Order Form;

"Service Availability" means the time for which a Node4 Service is usable, expressed as a percentage of the total time in a given Service Measurement Period. The Node4 Service shall be deemed available for the purposes of calculating Service Availability if it is not usable due to an event outside Node4's reasonable control, a Customer Responsible Fault, a Third Party Attributable Fault or is due to a Planned Outage.

"Service Measurement Period" means a calendar month for which the Service is provided.

"Technical Support Centre" means Node4's fault management centre, which operates the Node4 Network Management System;

"Third Party Attributable Faults" means a fault which is attributable to a third party. Such faults do not qualify for service credits or compensation. Node4 will use its reasonable endeavours to resolve

and rectify such Third Party Attributable Faults as soon as reasonably practicable.

"Time To Resolve Fault (TTRF)" means the length of time from the issue of the Fault Ticket Number to repair and resolution of the fault.

All references in this Service Schedule to Service or Services shall be construed as references to the data centre hosting element of any Services provided by Node4 to the Customer.

3. Specific terms

The following terms and conditions shall apply when Node4 provides data centre hosting services to the Customer.

3.1 Insurance
It is the Customer's responsibility to ensure that any Customer equipment and materials located in the data centre is adequately insured against all risks (including without limitation; fire, theft and flood).

4. Fees

Fees will commence when Ready For Service Notification is provided by Node4, this will follow the earlier of either the installation of equipment by Customer, handover of a Service hosted in the rack or notification from Node4 that the Service is available.

Fees may comprise of any or all of the following:

4.1 Installation fees
Any applicable Installation Fees for the implementation of the data centre hosting service shall be detailed on the Order Form.

4.2 Rental fees
Rental Fees are paid either monthly or annually in advance based on the rack space provided and any other related service and are identified on the Order Form.

4.3 Bandwidth fees
Bandwidth is charged based on either guaranteed bandwidth (per Mb), or data transferred (per Gb). Some Services have optional burst capacity and Services with this capability are charged using the 95th percentile method, as described in paragraph

6.11 below. Some Services may include a bandwidth allowance, in which case this will be indicated on the Order Form. Bandwidth Fees are identified on the Order Form.

4.4 Professional service fees
Additional tasks undertaken by Node4 at the request of the Customer or activities undertaken by the Customer which require the remote support of Node4 personnel will be charged at the hourly rates shown below.

Time Support Required:	Per Hour	Per Day
Mon – Fri **Business Hours**	£60.00 Per Hour	£480.00
Mon – Fri **Other Times**	£100.00 Per Hour	POA
Saturday	£100.00 Per Hour	POA
Sunday	£100.00 Per Hour	POA

Time is charged by the hour. These rates are for a trained technician and are subject to an annual review by Node4. For advanced engineers please contact Node4 for pricing.

4.5 Additional fees
Additional Fees for cables, cages and other items will be identified on the Order Form if requested.

If Customer exceeds the power capacity defined on the Order Form, Node4 will notify the Customer of the excess. If excess power capacity continues for more than 7 days from notification, then additional Fees will be applied on a pro rata basis until power capacity return to level defined on the Order Form.

5. Customer responsibilities

5.1 Third parties
Node4 shall not be liable in respect of any contract, agreement or relationship that Customer may have with any third party. If a dispute arises between Customer and a third party involving Node4's data centre hosting service, Node4 shall provide the

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Customer with reasonable information and assistance (to the extent that such is not adverse to Node4's interests (at Customer's expense)) in the resolution of such dispute.

5.2 Data back-up and tape rotation
It is the Customer's responsibility to ensure their data is backed-up.

6. Provision of services

The Node4 data centre hosting services provide the Customer with space, bandwidth, and other services within the Node4 data centres. This offers:

- Network Resiliency provided by fibre links (when using Node4's network).
- 24/7 monitoring facilities of Node4 Network & Infrastructure.
- UPS and Power Generators.
- Fire Detection System with gas suppression.
- CCTV with recording.
- Security controlled access system.

Details of rack sizes, power sockets and power requirements will be provided on request.

6.1 Service installation and provisioning
For Service installation and provision the Order Form should be completed. It is the Customer's responsibility to install all equipment in the rack.

All equipment should be rack-mountable with power and data cables to be provided by the Customer, unless identified on the Order Form. Installation of Customer equipment is to take place during Business Hours, unless by prior arrangement and maybe subject to Professional Service Fees and identified on the Order Form. Where installation or maintenance is being carried out by a 3rd party supplier nominated by the Customer, work remains the responsibility of the Customer. All packaging is to be disposed of by the Customer. Packaging left for Node4 to dispose of will be charged unless agreed by prior arrangement. Node4 commit to notify the Customer in the event of any delays in providing the Services.

No changes to the fabric of the room are to be made, including drilling and external connectivity without the prior consent of Node4 as such work may affect the cooling and fire systems.

Any cabling must be planned with and approved by Node4. Our standard practice is to run data cabling inside the room, not under the floor void.

6.2 Power
Power and Power sockets are provided as defined on the Order Form. Additional Power (up to a maximum current draw of 32A per single phase supply), A+B feeds, power sockets, remote power strips (enables remote reboots) can be provided at an additional Fee.

6.3 Site security
The following security measures are in place:

- Perimeter fencing with electric gates
- Access via photo swipe card system
- CCTV with 24 hour recording both external and internal to the data centre
- Access Control Procedure

6.4 Data centre access
Customers may access the data centre by appointment only and by adhering to the procedure outlined in the Data Centre Access Process document which is available on request or can be found at www.node4.co.uk. Access to the data centre is 24 hours a day, 7 days a week.

6.5 Remote reboots
Node4 can reboot Customer hardware that is located in the data centre. Remote reboots are carried out within 30 minutes where resource is available in line with the Service Level. Requests for reboots should be made via the Technical Support Centre.

6.6 Remote support
Customers can request checks and minor changes to their collocated hardware from our support team. For example, this can include checking the status of equipment, warning lights, hot swap of HDD/PSU (customer provided), checking link lights, etc. This is on a fair use basis, as a general rule 1 hour per customer per month.

Requests not covered under remote hands as standard are effort above 1 hour per month, installing or uninstalling of equipment, or removing servers to install RAM these are chargeable and subject to the Professional Services Fees in 4.4.

6.7 Data back-up and tape rotation

Node4 provide a SAN back-up service at an additional cost. Where Customers are backing up onto tape devices, Node4 provide a tape rotation service on daily or weekly basis for an additional Fee. Tapes are stored on-site within a fire-proof safe. Options are available for tapes to be taken off-site.

6.8 Bandwidth

Bandwidth to the internet is available on either guaranteed bandwidth (per Mb), or data transferred (per Gb). Some services have optional burst capacity and services with this capability are charged using the 95th percentile method using the following calculation:

Node4 record the inbound and outbound data transfer for the Customer's connection at 5 minute intervals over a 1 month period. We do this by measuring the data transferred divided by the sampling length in seconds to obtain a MBit/Sec value for each 5 minute interval. At the end of the month we order the data collected from highest to lowest and discard the top 5 percent of the readings. Therefore in a 30 day billing cycle, the top 5% (36 hours) of peak traffic are not taken into account. This equates to 65 minutes per day. Node4 then take the remaining data set and use highest measurement as the billable utilisation for that month. We calculate the 95th percentile for inbound and outbound traffic separately, and take the higher of these two values as the billable utilisation. This value is then rounded to the nearest Mbit/Sec for billing purposes.

All internet usage is subject to the Acceptable Use Policy

6.9 IP addresses

The number of IP addresses assigned will identified on the Order Form. IP address usage is monitored and reported to RIPE database. The use of IP addresses must be justified. It is the Customer's responsibility to use their assigned IP addresses. Use of non-assigned IP addresses will result in immediate disconnection from the Node4 Network.

6.10 Internet security

Node4 provide colocation Customers with public internet access. Internet Security and Virus Protection is the responsibility of the Customer. All internet usage is subject to the Acceptable Use Policy. Firewall and virus protection options are available from Node4 on request at an additional Fee.

6.11 Professional services

A full range of professional services are available to the Customer in connection with the colocation Services. The Professional Service Fees include but are not limited to:

- Installation and configuration of servers, firewalls and switches
- Rotation of Customer tapes on daily or weekly basis
- Remote services
- Management

The professional services are subject to the price list below. Specific rates for large or repeat orders can be agreed on a case by case basis in writing. All incremental expenses incurred during these professional services will be passed directly to the Customer. Provisioning costs such as cabling will be discussed and agreed with the Customer in the Order Form.

6.12 Customer support

Silver level support, as identified in the fault management and reporting handbook is provided as standard on data centre hosting services. Node4 provides the data centre hosting service direct to the Customer. The Customer commits to fully manage all their customers and suppliers directly. Node4 will not interface directly with any third parties working with the Customer. If the Customer requires Node4 to provide their customers with a customer care or NOC service this is available on request and subject to Professional Service Fees.

6.13 Monitoring

Node4's core infrastructure is monitored on a 24/7 basis. This excludes Customer equipment. Node4's Advanced Monitoring Services are available for customers requiring additional monitoring at an additional Fee6.2.

6.14 Maintenance window

Where Node4 plans to perform essential works Node4 will use reasonable endeavours to perform such works between the hours of 00:00 and 04:00 and will use reasonable endeavours to give the Customer at least five (5) days prior notice for

network related work and at least ten (10) days prior notice for Infrastructure related work. In the event of an emergency or Service Affecting Fault such notice may be less than 24 hours. This is without prejudice to or limitation of the definition of Planned Outage.

7. Fault reporting and management

7.1 Fault handling
Faults are handled as outlined in Node4's Incident Management Service Schedule

7.2 Time to resolve fault (TTRF)
Node4 aims to resolve requests in relation to the Node4 infrastructure causing a loss of service within four (4) hours, with the following response times:

Business hours

Description	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5
Faults & Technical Queries Acknowledgement*	30 mins	30 Mins	1 Hour	2 Hours	1 Day
Remedial Engineer Actions Commence	1 Hour	2 Hours	4 Hours	12 Hours	N/A
Time to Resolve Fault**	5 Hours	5 Hours	24 Hours	72 Hours	5 Days ***

Non-business hours

Description	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5
Faults & Technical Queries Acknowledgement*	60 mins	60 Mins	Auto-Mated Email Response	Auto-Mated Email Response	Auto-Mated Email Response
Remedial Engineer Actions Commence	2 Hours	2 Hours	N/A	N/A	N/A
Time to Resolve Fault**	5 Hours	5 Hours	N/A	N/A	N/A

Hours of response is dependent on Service Level (Bronze, Silver, Silver Plus, Gold).

All priority 1 & 2 faults should be raised via the tickets system then followed by a phone call.

* Acknowledgement refers to an automated service which generates a response and alerts engineers of a service failure; or where there is dialogue between the client and the engineer.

** Node4 will use reasonable endeavours to adhere to the TTRF guidelines. Where fault resolution involves third parties, or hardware replacement, then this is subject to the support contracts in place with those parties.

7.3 Fault duration
All faults recorded by the Network Management System will be reconciled against the corresponding Fault Ticket Number raised by the Technical Support Centre. The exact fault duration will be calculated as the elapsed time between the fault being reported to the Technical Support Centre and the time when Service is restored.

8. Service credits

Node4 will provide the Customer with service credits, as set out below, for the failure to meet the following targets:

8.1 Power availability
The Service is "available" when the data centre is powered. Power downtime would be in the event of power failure of all supplies available to the equipment within the Node4 data centre. Where a Customer has not opted for dual power feeds no downtime would be attributable. If power failure is caused by customer exceeding their power allowance or connection of faulty equipment resulting in breaker tripping no downtime would be attributable.

8.2 Cooling availability
Node4 operate Data Centre halls in accordance with ASHRAE Class 1A Recommended Envelope Thermal Guidelines 2011.

The service is "available" when the:

- Data Centre Cold Aisle Temperature is 18ºC to 27ºC
- Data Centre room humidity of 5.5ºC Dew Point to 60% RH and 15ºC Dew Point

Both temperature and humidity are average measures taken hourly from multiple sensors

positioned at the top of the cold aisles. Node4 will monitor, but is not required to report to Customer on, environmental conditions in the Facility.

8.3 Power and cooling service credits

The following equation will be used to calculate Service Availability. References to hours are to the number of hours in the applicable Monthly Review Period:

((Total hours - Total hours Unavailable)/Total hours) x 100).

Service Availability During Monthly Review Period (Switch Service)	Service Credits as % of Monthly Rental Fee (Excluding Power)
<99.9% - 99.8%	10%
<99.8% - 99.5%	20%
<99.5% - 99.0%	30%
<99.0% - 98.0%	40%
<98.0%	50%

8.4 Network service availability (only where Node4 provides Internet Connectivity)

The Service is "available" when the Node4 connection to the internet is available. Network downtime would be in the event of the total failure of all Node4 provided connections to or from the internet. Where a Customer has not opted for HSRP redundant network connections no downtime would be attributable if the downtime is due to a core switch failure.

The following equation will be used to calculate Service Availability. References to hours are to the number of hours in the applicable Monthly Review Period:

((Total hours - Total hours Unavailable)/Total hours) x 100).

8.5 Network service credits

Service Availability During Monthly Review Period (Switch Service)	Service Credits as % of Monthly Rental Fees
<99.9% - 99.8%	0%

<99.8% - 99.5%	5%
<99.5% - 99.0%	10%
<99.0% - 98.0%	15%
<98.0%	20%

8.6 Calculations of service credits

Where a Monthly Review Period incorporates part of a month, any service credit will apply to a pro-rated monthly Rental Fee.

Service credits will be calculated monthly, aggregated and credited to the Customer on a quarterly basis.

If a Service is cancelled during a Monthly Review Period, no service credit will be payable in respect of that circuit for that Monthly Review Period.

The Customer must claim any service credit due to a failure to meet the Service Levels, in writing, within twenty one (21) Business Days of the date at which the Customer could reasonably be expected to become aware of such failure, otherwise no service credits shall be payable. The Customer shall not be entitled to any service credits in respect of a claim unless and until Node4 has received notice of the claim in writing in accordance with the above. Should Node4 require additional information from the Customer, the Customer shall assist, and shall not be entitled to any service credits until Node4 has received all the information it has reasonably requested.

8.7 Exclusions to payment of service credits

Without prejudice to or limitation of the definition of Service Availability, service credits will not be payable by Node4 to the Customer in relation to the Service Availability for faults or disruptions to the Services caused by any of the following:

- The fault, action or negligence of the Customer, its employees, agents or contractors;
- In a shared rack environment the fault, action or negligence of any customer within the shared rack;
- The Customer failing to comply with the provisions of the Agreement;

- A fault in, or any other problem associated with, equipment connected on the Customer's side of the Node4 Network termination point, except where such fault or problem is directly caused by the fault action or negligence of Node4, its employees, agents or contractors;
- Any event described in Clause 10 (Force Majeure) of Node4's Terms and Conditions;
- A failure by the Customer to give Node4 access to any equipment after being requested to do so by Node4; or
- Any Planned Outage.

Service credits are not applicable for more than one breach of any targets outlined in this document arising from the same occurrence.

In respect of any Monthly Review Period, the total amount of any service credits payable in relation to all Service Level breaches shall not exceed 50% of the monthly Rental Fee for the affected Services.

The provision of service credits shall be the sole and exclusive remedy for the failure to meet the service levels for the data centre hosting services. Node4 shall have no additional liability to the Customer in respect thereof.