



The following terms and conditions set out in this Service Schedule will apply to the provision of ARC Collocation Services to the Customer as set out in a Service Order by Supplier.

1. **Service Description.** colocation service (“Colocation Service”) provides fractional or full cabinet hosting in a secure datacenter with controlled environmental conditions and redundant power supply. The Colocation Service allows optional on-demand access to Hands & Eyes, which provides on-site technical assistance.
2. **Definitions.** Capitalized words and phrases used in this Schedule, but not otherwise defined below shall have the meaning given to them in the Agreement.

**Accompanying Person** means each person (other than an employee of Supplier or its Provisioning Entity) accompanied by an Authorized Person while at a Supplier datacenter.

**Associated Entity** means (i) each individual, company, partnership or other entity of any type which employs, contracts with, or is otherwise associated or affiliated with Customer, Authorized Persons or Accompanying Persons, (ii) any of Customer’s end users and (iii) Sublicensees.

**Authorized Person** means each person included on the most recent list of Authorized Persons given to Supplier or its Provisioning Entity by Customer in accordance with the Policies.

**Colocation Services** means provision of rack space or private cage, power, and rack space ancillary services similar in nature to Supplier’s or its Provisioning Entity’s ‘Hands & eyes’ suite of services.

**Licensed Space** The areas which, for Services being provided in a common law jurisdiction, are licensed by Customer or, for Services being provided in a civil law jurisdictions are made available to Customer with permission to access and use, in each case under the Agreement and the Orders, and as identified in the Orders as to the amount of space. For each Licensed Space, Supplier or its Provisioning Entity will determine at all times the exact location in Supplier’s datacenter where the Licensed Space will be located, and Supplier or its Provisioning Entity will notify Customer accordingly.

**Policies** means Supplier’s Provisioning Entity’s procedure, rules, regulations, security practices and policies for Supplier’s datacenter, as amended from time to time.

**Sublicensee** A customer of Customer or other third party who (i) sublicenses all or part of the Licensed Space from Customer, if such Licensed Space is located in a common



law jurisdiction, or (ii) is able to access and use all or part of the Licensed Space as made available by Customer, if such Licensed Space is located in a civil law jurisdiction.

### 3. Service Specifications.

#### 3.1. Space

- 3.1.1. Shared Space: Non-dedicated space where a customer can locate their equipment within a Supplier provided cabinet, either as Quarter (¼) Rack, Half (½) Rack or Full Rack.
- 3.1.2. Rack: Supplier’s standard cabinet are 46 U, with a width of 600mm or 800mm and a depth of 1,000mm.
- 3.1.3. Private Cage: Dedicated customer space with independent secure access and mesh walls. Customers have the choice of locating their equipment in Customer provided cabinets (shipped to the premises by Customer after consultation with Supplier as to dimensions and equipment requirements) or in Supplier provided cabinets
- 3.1.4. Cabinet installation: Installation charges are on a per cabinet basis. The list price for the cabinet installation includes the cost of the physical cabinet; this price may be discounted if the customer provides their own cabinet. The physical cabinet assembly, positioning and fixing on the datacenter floor with a vented floor tile is included in the cabinet installation fee.

#### 3.2. Power

Supplier provides Customer with redundant conditioned power. Standard power levels range from 1kVA for ¼ rack to 6kVA for a full rack. Power is charged as an installation charge and a monthly recurring charge. The installation charge includes power circuit provisioning, installation, plugging in the power strip and energizing the circuit. Non-recurring charge (NRC) is charged for the installation and provisioning of power circuits and associated sockets. Monthly recurring charge is calculated based on utilities costs and charged on a pass-thru basis.

- 3.2.1. AC Power: Conditioned AC power is delivered to Customer’s cabinet as redundant 230V single phase or 400V 3-Phase power. The following table outlines the maximum physically provisioned load in kVA based on a single circuit defined by the voltage delivered and the maximum amperage of the circuit breaker:

Voltage	Breaker (A)	Max Load (kVA)
230V single phase	16 A	3.68 kVA
	32 A	7.36 kVA
400V three-phase	16 A	6.4 kVA
	32 A	12.8 kVA

3.2.2. DC Power: Supplier does not provide a standard DC power supply. DC power is delivered to a customer through dedicated DC rectification systems located in their cabinet. The DC rectification systems are powered by conditioned AC power delivered to Customer cabinet as 230V single phase. DC rectification systems can be provided by either Supplier or Customer. If Customer prefers Supplier to obtain Customer's choice of DC rectification system, then Supplier may upon request and upon receipt of detailed technical requirements, quote for the procurement and installation of such DC rectification systems.

### 3.3. Service Demarcation

3.3.1. Power: The demarcation point with Customer is determined at the power socket. Customer is responsible for the power supply through the power strip and any maintenance there on. As a standard, Supplier provides non-intelligent PDU strips and is responsible for the replacement of Supplier provided strips. Customers can opt to supply their own whereby replacement and maintenance of the strips will be managed by the Customer.

## 4. Supplier and Customer Responsibilities.

### 4.1. Supplier will

- 4.1.1. Provide the Colocation Service in accordance with the Agreement;
- 4.1.2. Operate, maintain and provide the Colocation Service in accordance with the Agreement; and
- 4.1.3. Repair any fault affecting the Colocation Service promptly.

### 4.2. Customer shall

- 4.2.1. Use, or permit any other person to use, the Colocation Service only in compliance with applicable law and regulation;
- 4.2.2. Comply with instructions and carry out adjustments, modifications, alterations or replacements, at its own expense, to its equipment, when and as directed by Supplier or its Provisioning Entity in writing in respect of the use or operation of the Service;
- 4.2.3. Provide the necessary parameters and co-ordinate with Supplier and Supplier's staff regarding testing, commissioning, adjustments, trouble-shooting and termination of the Service;
- 4.2.4. Use its reasonable efforts to ensure that the associated equipment supplied and operated by the Customer or its suppliers and used in connection with the Service is fault free before reporting any trouble with the Service;
- 4.2.5. Only access the front of the panel and is not allowed to access the back of the panel;



- 4.2.6. Not move and/or remove the power demarcation point and/or the network demarcation point;
- 4.2.7. Not move and/or remove Cross-Connects from the demarcation panel;  
and
- 4.2.8. Not run patch cables back through the demarcation panel.

## 5. Access to and Use of the Datacenter

- 5.1. Subject to the terms and conditions of the Agreement, Customer will have access to the Licensed Space twenty-four (24) hours per day, every day of the year.
- 5.2. Customer will comply with the Policies, which have been furnished to Customer and are incorporated herein by reference. Supplier, either acting directly or through its Provisioning Entity, may modify the Policies from time to time effective immediately upon notice or effective as stated in said notice.
- 5.3. Customer may sublicense Licensed Space to a Sublicensee provided that (i) the terms and conditions of such sublicense will be no less restrictive than the Agreement; (ii) Customer will not act or purport to act on behalf of Supplier, its Provisioning Entity, or any landlord of Supplier or its Provisioning Entity; (iii) Customer will require the Sublicensee to abide by the Agreement and the applicable Policies; and (iv) Neither Supplier nor its Provisioning Entity shall be deemed to have any obligations to any Sublicensee. No Sublicensee shall further sublicense any Service. Notwithstanding any sublicensing, Customer remains responsible to Supplier for the performance of all obligations under this Agreement including the payment of all amounts owed under the Agreement.
- 5.4. Customer will be responsible and liable for all acts or omissions of Customer's Authorized Persons, Accompanying Persons, Associated Entities and for any equipment or services not provided by Supplier or its Provisioning Entity. Customer will indemnify, defend and hold harmless the Supplier Indemnitees from any and all liability, loss, damages, costs and expenses (including reasonable attorneys' fees and expenses) for third-party claims brought by, arising from or related to Customer's Authorized Persons, Accompanying Persons or Associated Entities.
- 5.5. This is a services agreement and is not intended to and does not constitute a lease of any real or personal property or a grant of any other real property interest. Customer acknowledges and agrees that it is granted only a limited permission to access and use the Licensed Space in accordance with the Agreement. Supplier or its Provisioning Entity will retain title to all parts and materials used or provided by Supplier or its Provisioning Entity in the performance of the Services.

## 6. Insurance

- 6.1. Customer agrees to maintain the following insurance, at its expense, for each Supplier's datacenter used during the Term, with insurers having a minimum AM Best rating of A-VII or S&P rating of A: (i) Commercial General Liability or Public Liability Insurance with a limit of US\$2,000,000 per occurrence, USD\$4,000,000 in the aggregate (or the local currency equivalent). Such insurance will include coverage for bodily injury and property damage; (ii) Workers' Compensation and Employer's Liability insurance where required by local statute; and (iii) All Risk Property Insurance on a replacement cost basis with limits adequate to cover the value of Customer's Equipment.
- 6.2. Customer will furnish Supplier or its Provisioning Entity with certificates of insurance upon request that evidence the minimum levels of insurance set forth herein, list Supplier or its Provisioning Entity as an additional insured or interest party on the Commercial General Liability or Public Liability policy and designate that Customer's insurance is primary and non-contributory. Customer waives its insurers rights of subrogation on all policies referenced above. Customer will provide at least thirty (30) days' prior written notice to Supplier or its Provisioning Entity of any non-renewal or cancellation of the policies reference above.

## 7. Term, Termination and Suspension of Service

- 7.1. Supplier, directly or through its Provisioning Entity, may suspend the provision of Services if (i) Customer or Customer's Equipment interferes with operation or maintenance of Supplier's datacenter or with one or more other customers' use thereof, and within a reasonable time, not to exceed one (1) hour after being notified by email or phone, Customer fails to (a) cease such interference; (b) provide a plan acceptable to Supplier or its Provisioning Entity to cease such interference; or (c) authorize Supplier or its Provisioning Entity to take action to cease such interference (billed at Hands & Eyes rates); or (ii) in Supplier or its Provisioning Entity's reasonable judgment Customer or Customer's Equipment has the potential to interfere with operation or maintenance of Supplier's data center or with one or more of its other customers' use thereof, and within a reasonable time, not to exceed forty-eight (48) hours after being notified by e-mail or phone, Customer fails to (a) resolve such potential interference; (b) provide a plan acceptable to Supplier or its Provisioning Entity to resolve such potential interference; or (c) authorize Supplier or its Provisioning Entity to take action to resolve such potential interference (billed at Hands & Eyes rates). If Supplier or its Provisioning Entity suspends a Service pursuant to this clause 7.1, unless Supplier or its Provisioning Entity has subsequently terminated the Agreement as permitted under the Agreement, Supplier or its Provisioning Entity will resume the discontinued Service as soon as reasonably practical after it is reasonably satisfied that Customer has cured the breach(es) which gave rise to the suspension; and Supplier directly or through its

Provisioning Entity, may charge a reinstatement fee. Further, Supplier or its Provisioning Entity may terminate the Agreement if Customer's breach referred to in this clause 7.1, continues for at least five (5) days or occurs more than three (3) times in any twelve (12) month period.

7.2. Notwithstanding the forgoing provisions of clause 7.1 either Supplier or its Provisioning Entity shall be permitted to suspend power to one or more of Customer's racks immediately and without notice if in Supplier's or its Provisioning Entity's reasonable judgment such suspension is necessary to mitigate immediate risks related to health, safety, or equipment damage (whether such equipment is owned by Customer, a 3<sup>rd</sup> party, Supplier or Provisioning Entity).

## **8. Removal of Customer's Property**

8.1. Customer will remove all of Customer's Equipment on or before the expiry or termination of the applicable Service Term. Unless Supplier or its Provisioning Entity otherwise agrees in writing, failure to remove Customer's Equipment within ten (10) days from the termination of the applicable Order, or within thirty (30) days if the Service Term is terminated due to Supplier material breach; will constitute abandonment of Customer's Equipment and Supplier will be entitled to pursue available legal remedies, including, without limitation and at Customer's risk and expense: (i) immediately removing Customer's Equipment and storing it at Customer's expense at an on-site or off-site location; (ii) shipping it to Customer; or (iii) upon thirty (30) days' prior written notice to Customer, liquidating it, and retaining the proceeds.

8.2. While Customer has no right to use the Services after a Service Term expires or terminates, if Supplier or its Provisioning Entity permits Customer to do so in its sole discretion, Customer will remain bound by the terms of the Service Order and the Agreement, including, without limitation, all payment obligations, and such continued use may be terminated by Supplier or its Provisioning Entity immediately upon notice.

## **9. Power Cap**

9.1. The Service Order includes a power cap in kVA or kW ("Power Cap"). Customer shall refrain from drawing in excess of the Power Cap in the Licensed Space.

9.2. In the event that Supplier or its Provisioning Entity determines that Customer is drawing more power than the Power Cap, Customer shall reduce the power draw to the Power Cap within 72 hours after written notice from Supplier or its Provisioning Entity. In the event Customer fails to so reduce its power draw, Supplier, acting through its Provisioning Entity, may suspend provision of power to affected racks.

## 10. Optional: Hands & Eyes

10.1. **Synopsis:** Hands & Eyes Service is a managed colocation service designed to provide Customer with on-site technical assistance and may include, for example, complying with Customer instructions relating to remote management, troubleshooting or replacing defective equipment within a colocation. Hands & Eyes is provided and charged only upon Customer request, in accordance with the terms and conditions set forth herein

10.2. **Description:** Hands & Eyes Service consists of basic Tier I technician support services:

- Push a button, toggle a switch or power cycle equipment
- Provide visual inspection (remote eyes) to assist troubleshooting efforts
- Relay equipment status
- Plug in console port for remote Customer management
- Provide wiring services such as moving, securing or terminating cables
- Replace failed equipment components that are modular in design
- Label equipment or take digital photos
- Provide diagnostic and signal testing for circuits
- Receive equipment
- Verify, add, remove a demarcation label
- Ensure cables are secured
- Relay status of Customer Equipment LEDs under direction of Customer.
- Provide a visual verification to assist during Customer troubleshooting
- Provide escort services to and from the cage/cabinet

10.3. **Scope and Restrictions:** Customer must provide adequate instructions, or when necessary, be available over the telephone during a pre-determined time window.

10.3.1. Hands & Eyes services will not go beyond visual and physical support of hardware (e.g., no application support) unless instructed to perform specific procedures by Customer over the telephone

10.3.2. Supplier will not give recommendations or solution on “how” to do or fix hardware or software problems

10.3.3. Supplier will require that the customer be available (via telephone) when services are performed during an agreed upon time window

10.4. **Process:** A Customer can request scheduled or unscheduled Hands & Eyes support 24x7x7365 via telephone by calling the Supplier Technology Service Desk. All work requests performed by a Hands & Eyes technician will be under the guidance of the Customer Network Operations Center (NOC). The Hands & Eyes Technician shall

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call the Customer designated contract number prior to proceeding with any requested work

- 10.5. **Service Level Objective:** The Service Level Objective (SLO) of Hands & Eyes for facilities manned 24x7 is 24 clock hours. For support requests received at least twenty-four (24) hours prior to the scheduled event, Supplier will meet the requested timeline. For support requests received at least twenty-four (24) hours prior to the scheduled event, Supplier will meet the requested timeline. For emergency and short notice requests, the standard response time four (4) hours for unmanned facilities, and one (1) hour for manned facilities.