

SCHEDULE 3.7 – CO-LOCATION SERVICES

1. APPLICATION

- 1.1 This Schedule 3.7 contains a description of Co-Location Services which form part of the Agreement entered into between the Parties for the provision of Services.
- 1.2 Definitions and interpretations that are specific to this schedule are set out in **Annex 1** and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the General Conditions.

2. SERVICE DESCRIPTION

- 2.1 The Supplier's co-location service provides Customers with a Rack within a purpose-built data centre, controlled environment suitable for the installation of Customer Equipment and is defined as follows:

- 2.1.1 hosting of Rack(s);
- 2.1.2 2 x 10 Way IEC C13 unmanaged PDUs each on one of an A+B power feed, both feeds protected by UPS and additionally supported by diesel generator back up;
- 2.1.3 power density options of 5kW and 7.5kW per Rack;
- 2.1.4 environmental conditions maintained by end of row chillers

herein after referred to as "**Co-Location Services**"

- 2.2 The Customer may purchase Remote Hands services as an additional chargeable option, where the Customer does not want to attend the Facility to investigate issues with Customer Equipment or escort third parties to the Client Area of the Facility.
- 2.3 The Supplier will provide and manage the Co-Location Services as set out in paragraph 4 of this schedule and as set out in the Order, up to the Rack ("**Co-Location Services Boundary**").
- 2.4 The Supplier has no responsibility for the Co-Location Services outside of the Co-Location Services Boundary.
- 2.5 The Supplier does not make any representations, whether express or implied, about whether the Co-Location Services will operate in combination with any Customer Equipment or other equipment and software.

3. CUSTOMER OBLIGATIONS

- 3.1 The Co-Location Services are provided solely for the Customer's own use and the Customer shall not resell or attempt to resell the Co-Location Services (or any part or facility of it) to any third party.
- 3.2 Unless otherwise specified in the Order, the Customer shall be responsible for all aspects of installation, connection and removal of Customer Equipment, including appropriate related equipment, tools and packaging materials.
- 3.3 The Customer must obtain prior written authorisation from the Supplier, such authorisation shall not be unreasonably withheld or delayed, after which the Customer shall install Customer Equipment in the Customer Area within the Facility.

- 3.4 Unless otherwise specified in the Order, the Customer shall, at its own expense, maintain the Customer Equipment while located in the Customer Area in a good and safe conditions, and in a reasonable manner suitable to the Supplier so as to not conflict with any use of the data centre environment by the Supplier or other customers of the Facility. The Customer Equipment is and shall remain the personal property of the Customer notwithstanding the fact that it may be affixed or attached to the Customer Area.

- 3.5 The Customer acknowledges that, unless specified in the Order, the Supplier does not create or maintain an archive or backup of any data, site content or information maintained on the Customer Equipment ("**Site Content**") and the Supplier shall have no liability to the Customer or any other person for loss, damage, corruption or destruction to any Site Content.

4. SERVICE CONDITIONS

CO-LOCATION SERVICES

- 4.1 In addition to its other obligations under this Schedule, the Supplier shall be responsible for the following aspects of the Co-Location Service;
 - 4.1.1 providing reasonable engineering information (if required) to the Customer via telephone at the time of service installation; and
 - 4.1.2 configuring the Rack(s) to the Customer's requirements, as agreed in writing with the Supplier prior to commencement of the Co-Location Services
- 4.2 If agreed between the Parties as set out in the Order, the Supplier will install any Customer Equipment at the applicable Facility and in each case the Supplier will;
 - 4.2.2 test that the Rack has been installed and is ready for use;
 - 4.2.3 test that the power has been supplied and switched on ready for use; and
 - 4.2.4 on the date that the Supplier has completed the above tests, confirm that the Co-Location Services are available for use with the Customer Equipment.
- 4.3 The Customer shall ensure that any Customer Equipment that is connected to the Co-Location Services or that is used, directly or indirectly, in relation to the Co-Location Service is;
 - 4.3.1 connected using the applicable Supplier or Third-Party Supplier termination points, unless the Customer has the Supplier's permission to connect by any other means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of the Customer Equipment;
 - 4.3.2 adequately protected against viruses and other breaches of security;
 - 4.3.3 technically compatible with the Co-Location Services and will not harm or damage the

SCHEDULE 3.7 – CO-LOCATION SERVICES

Supplier's or its Third-Party Supplier's network or equipment;

4.3.4 approved and used in accordance with relevant instructions and Applicable Law.

4.4 The Supplier shall ensure the security and proper use of all valid End User access profiles, passwords, user ID's, security checkwords and access device(s) (including changing such passwords and security checkwords on a regular basis) and other systems administration information used in connection with the Co-Location Services, and take all reasonable steps to prevent unauthorised access to the Co-Location Services.

4.5 Where the Supplier has provided a Resilient Power Feed to the Customer Area or Rack, the Customer shall be responsible for connecting Customer Equipment correctly to the Resilient Power Feed, which means the Customer Equipment will be connected to both power feeds comprising of the Resilient Power Feed. The Supplier is not responsible for any loss of power on Customer Equipment that is not correctly connected to the Resilient Power Feed.

SITE ACCESS AND SECURITY

4.6 Except with the prior written consent of the Supplier, the Customer's access to the Facility and the Client Area shall be limited solely to the individuals authorised by the Supplier and via prior arrangement with the Supplier.

4.7 Such authorised individuals are prohibited from accessing other areas of the Facility except those areas of the Facility that may be accessed for common use by any customer of the Facility and solely to the extent necessary to enable the Customer to access the Customer Area.

4.8 Customer's access to the Facility is subject to the Site Regulations and any requirements of the Supplier and its Third Party Supplier, and the Customer agrees to comply with, and to procure that Visitors, shall comply with the Site Regulations and any instructions the Supplier or its Third Party Supplier believes is necessary for reasons of health, safety or security.

4.9 Notwithstanding any other provision in this Schedule, the Supplier may refuse the Customer and its Visitors, access to the Facility in the reasonable discretion of the Supplier in the event of the anticipated or actual breach of this Schedule by the Customer.

4.10 The Customer shall indemnify the Supplier against any and all changes, costs, expenses and claims suffered or sustained by the Supplier that may result from the Customer or its Visitors use of or access to the Facility and/or Customer Area, including but not limited to any unauthorised use of any access device(s) provided by the Supplier.

RESTRICTIONS ON USE OF SUPPLIED EQUIPMENT

4.11 Any equipment supplied by the Supplier or its Third-Party Supplier ("**Supplied Equipment**") shall remain the property of the Supplier or its Third Party Supplier, and the Customer shall not take, not attempt to take any

right, title or interest in or permit any third party to take any right, title or interest in any Supplied Equipment.

4.12 The Customer will not transfer, sell, assign, sublicense, pledge or otherwise dispose of, encumber or attach any lien or encumbrance upon or against any Supplied Equipment or any interest in the same. The Customer shall reimburse the Supplier and its Third-Party Supplier for all reasonable repair or restoration costs associated with physical damage or destruction to any Supplied Equipment caused by the Customer or its Visitors.

RELOCATION OF CUSTOMER EQUIPMENT

4.13 The Supplier reserves the right to relocate any or all of the Customer Equipment to a different Customer Area. In the event that the Supplier wishes to relocate the Customer Equipment to a different Customer Area, the Supplier agrees to provide the Customer with no less than ten (10) days prior written notice.

4.14 In such an event, the Customer shall cooperate in good faith with the Supplier to facilitate such relocation, provided that:

4.14.1 such relocation is based on the reasonable business needs of the Supplier or its Third-Party Supplier (including the needs of other customers), the expansion of the space requirements of the Customer, or otherwise;

4.14.2 the Supplier shall bear its own costs and expenses related to such relocation unless such relocation is a result of a Customer request, or in order to allow the Supplier to meet Customer's requirements; and

4.14.3 the relocation is managed by the Supplier in cooperation with the Customer in such a manner as to minimise disruption to the Customer's business and the Co-Location Services.

POWER UTILISATION

4.15 The Customer acknowledges and agrees that the Customer may only use:

4.15.1 up to the Committed kW Allowance; and

4.15.2 up to eighty per cent (80%) of the amps of any individual power circuit or forty per cent (40%) of the amperage of any primary/redundant power circuit pair.

4.16 If at any time during the Term, the Customer uses more kW's than the Committed kW Allowance ("**Allowance Overage**"), the Customer shall have five (5) days from the Supplier's written notification of each Allowance Overage to:

4.16.1 reduce the Customer's consumption to the Committed kW Allowance; or

4.16.2 subject to availability and current rates, purchase additional power capacity to cover such Allowance Overage, by way of an additional Order.

4.17 In the event the Customer fails to cure or execute an additional Order within such five (5) day period, the

SCHEDULE 3.7 – CO-LOCATION SERVICES

Supplier may, at its option, either increase the Committed kW Allowance to cover such overage and increase the Recurring Monthly Charge for the remainder of the Term at the Supplier's then current rates in effect for kW usage, or reduce the Customer's consumption to the Committed kW Allowance by any means, without liability whatsoever, including but not limited to, any liability outages caused by the same.

- 4.18 If at any time the Customer uses more than eighty per cent (80%) rated capacity on an individual power circuit, or forty per cent (40%) of the amperage of any primary/redundant power circuit pair ("Overload Usage"), the Customer shall have five (5) days from the Supplier's written notification of such Overload Usage to reduce its load below eighty per cent (80%) or forty per cent (40%), as the case may be, of capacity. In the event that the Customer fails to do so within this five (5) day period, the Supplier may, at its option and discretion, reduce the Customer's load below eighty per cent (80%) by any means, without any liability whatsoever, including but not limited to, any liability for any outages caused by the same.

REMOTE HANDS SUPPORT

- 4.19 Remote Hands services are an additional chargeable option to the Customer to investigate issues with the Customer Equipment or to escort Visitors to the Customer Area.
- 4.20 Requests for Remote Hands must be made to the Supplier in accordance with the process set out in Schedule 4.1 (Fault Management and Support Services), with level of urgency and justification being made clear to the Supplier.
- 4.21 Remote Hands tasks may include, but not limited to, the following:
- 4.21.1 Visual inspection and reporting to assess equipment status or identifying information;
 - 4.21.2 removal/insertion of cords, cables and plugs;
 - 4.21.3 power recycling; or
 - 4.21.4 button pushing
- known hereinafter as "**Remote Hands Tasks**".
- 4.22 The Supplier shall use reasonable endeavours to perform Remote Hands Tasks within two (2) hours of the request during Normal Working Hours. Where an emergency situation is identified by the Customer and verified by the Supplier (both parties acting reasonably) the Supplier will use reasonable endeavours to respond within thirty (30) minutes.
- 4.23 The Supplier shall not be liable to the Customer or any third party for any loss or damage arising as a result of the Supplier carrying out any instructions given by or on behalf of the Customer, and the Customer shall indemnify the Supplier against any loss, damage or claim suffered by the Supplier as a result of the Supplier doing so.

5. CHARGES AND PAYMENT

- 5.1 In consideration for providing the Co-Location Services, the Supplier shall invoice the Customer for the Co-Location Services as set out in paragraph 5.2 in the amounts specified in the Order.
- 5.2 Unless stated otherwise in the Order, the Supplier shall invoice the Customer monthly for;
- 5.2.1 an Installation Charge depending on Co-Location Service elements;
 - 5.2.2 Recurring Charges, except Usage Charges;
 - 5.2.3 Usage Charges calculated at the then current Tariffs;
 - 5.2.4 any Charges for Hardware, which shall apply from the date of delivery of such Hardware, and;
 - 5.2.5 any Termination Charges upon termination of the Co-Location Services.

- 5.3 This paragraph 5 is supplemental to clause 6 of the General Conditions and in the event that this paragraph 5 conflicts with clause 6 of the General Conditions, this paragraph shall take precedence.

- 5.4 The Supplier shall have the right to apply ancillary and additional charges to cover time spent investigating and attempting to remedy a Service Fault, where such work is not covered under the terms of this Schedule, or should the Service Fault be found to be within the Customer Equipment or caused by an act or omission of the Customer or any other third party other than the Supplier or its Third Party Supplier.

- 5.5 Where the Customer wishes to cancel any Order after receipt by the Supplier of that Order, any such cancellation shall be subject to the Supplier's prior written consent, and shall be subject to the payment by the Customer of the applicable Termination Charges communicated by the Supplier to the Customer following receipt of the cancellation notice.

6. TERMINATION

- 6.1 This paragraph 6 is supplemental to clause 8 of the General Conditions and in the event this paragraph 6 conflicts with clause 8 of the General Conditions, this paragraph shall take precedence.

- 6.2 The Customer may terminate the Co-Location Services, to take effect on the last day of the Minimum Term or the last day of any Successive Term by following the process set out in paragraph 6.5.

- 6.3 The Supplier may terminate the Co-Location Services, to take effect on the last day of the Minimum Term or the last day of any Successive Term by following the process set out in paragraph 6.6.

- 6.4 Upon expiry of the Minimum Term, if no termination notice has been served by either party then the Term will automatically be extended in accordance with clause 2.1 of the General Conditions.

- 6.5 If the Customer wishes to terminate the Co-Location Services pursuant to paragraph 6.2 it must serve written notice of not less than ninety (90) days and no more

SCHEDULE 3.7 – CO-LOCATION SERVICES

than one hundred and twenty (120) days to terminate. Following receipt of such notice, the Supplier shall specify the Termination Charges, if any, payable by the Customer to terminate the Co-Location Services.

- 6.6 If the Supplier wishes to terminate the Co-Location Services pursuant to paragraph 6.3, it must serve written notice of not less than ninety (90) days to terminate. The termination notice shall specify the Termination Charges, if any, payable by the Customer in respect of the Co-Location Services.
- 6.7 In the event of termination by the Customer (other than pursuant to clauses 8.1 or 8.5.2 of the General Conditions) or by the Supplier pursuant to clauses 7 and 8 of the General Conditions, the Customer shall be liable to pay the Termination Charges.
- 6.8 In the event of termination of the Co-Location Services by the Supplier in accordance with clauses 7 and 8 of the General Conditions, the Supplier shall forfeit any Charges paid in advance.
- 6.9 The provisions of paragraph 6.7 and 6.8 will not apply where the Co-Location Services are terminated:
- 6.9.1 by the Supplier other than pursuant to clauses 7 and 8 of the General Conditions;
 - 6.9.2 by the Customer pursuant to clause 8.1 of the General Conditions; or
 - 6.9.3 by the Customer pursuant to its right to terminate following its demonstration of material detriment pursuant to clause 8.5.2 of the General Conditions.
- 6.10 Except as otherwise provided in this Schedule, when the Co-Location Services end, the Supplier will either:
- 6.10.1 refund any amount in credit on the Customer's account after the Supplier has deducted any amount owed to it by the Customer; or
 - 6.10.2 issue a final invoice for the amount owed to the Supplier by the Customer, which will be payable in accordance with the terms of the General Conditions and this Schedule.
- 6.11 Following termination of the Co-Location Services, the Supplier, shall be under no obligation to provide the Customer with access to any service management tool provided to the Customer, including but not limited to MyPortal.
- 6.12 On expiry or termination of the Co-Location Services, the Customer will be liable for the removal of the Customer Equipment from the Facility and such removal must occur within thirty (30) days of the date of termination or expiry.
- 6.13 In the event the Customer fails to remove the Customer Equipment from the Facility within the period stipulated under paragraph 6.12, the Supplier reserves the right to charge for, and the Customer will pay for, the storage and handling of the Customer Equipment at the Site on a daily basis.
- 6.14 The Supplier and/or its Third-Party Supplier may remove any Customer Equipment at the Customer's expense,

for reasons of security, fire, hazards or breach of this Schedule. Where reasonably practicable, notice will be given but, in emergency cases, Customer Equipment may be removed by the Supplier without notice.

7. SERVICE LEVELS

- 7.1 This paragraph 7 contains the details of the Service Levels which apply as the Service Level Targets for the provision and on-going support of the Co-Location Service by the Supplier to the Customer.

POWER AVAILABILITY

- 7.2 The Supplier will maintain power to the Rack at 100% measured in minutes, over a calendar month period, starting three (3) months from the Commencement Date by at least one of the two power feeds within the Resilient Power Feed (known hereinafter as "**Power Availability Service Level**").
- 7.3 The Power Availability Service Level shall only apply where the Customer Equipment is capable of utilising the Resilient Power Feed and where the Customer Equipment is plugged directly into both power feeds.
- 7.4 Unless otherwise provided in this Schedule, the Customer shall not permit power consumption to exceed the power rating identified in this Schedule and all Customer Equipment must be UL approved. Cabling used by the Customer must meet national electrical and fire standards and any specifications provided by the Supplier from time to time.

ENVIRONMENTAL SERVICE LEVEL

- 7.5 The temperature of the Customer Area shall be maintained between sixteen degrees Celsius (16°C) and twenty-eight degrees Celsius (28°C), and the average humidity (measured from the wall and column mounted room humidity sensors in the Facility) shall not be:
- 7.5.1 higher than a value corresponding with the relative humidity of 70% for more than 60 consecutive minutes; or
 - 7.5.2 lower than a value corresponding with a relative humidity of 30% for more than 60 consecutive minutes as measured at the intake of the Supplier's computer room cooling units and, should the Customer elect to install them, on the Customer's sensors installed at a mutually agreed location in the Client Area
- known hereinafter as the "**Environmental Service Levels**".
- 7.6 In the event of a discrepancy between the Supplier's sensors and the Customer's sensors, the Parties shall determine whether the sensors are performing properly and, if they are, utilise the midpoint between the two measurements as the applicable temperature or humidity.

8. SERVICE CREDITS

- 8.1 If the Supplier fails to attain the Power Availability Service Level or Environmental Service Level in a calendar month and the Customer is otherwise in

SCHEDULE 3.7 – CO-LOCATION SERVICES

compliance with the terms of this Schedule, and Customer's account is in good standing, then the Customer may request in writing a Service Credit for the relevant Service Level for that month, to be calculated as set out in paragraphs 8.2 and 8.6 below.

POWER AVAILABILITY

8.2 The Power Availability Service Level is not a guarantee of performance, and the Customer shall only be eligible for a Power Availability Credit as defined in this paragraph in respect of this service level. The credit shall consist of an amount equal to:

- 8.2.1 one (1) day of pro-rated Recurring Charges attributable to that element of the Co-Location Service subject to the Power Availability Service Level for each complete hour of Power Unavailability in the event of a failure of both power feeds as set out above in any calendar month; or
- 8.2.2 one (1) hour of pro-rated Recurring Charges attributable to that element of the Service subject to the Power Availability Service Level for each complete hour of Power Unavailability with respect to a failure of either power feed as set out above in any calendar month

("Power Availability Credit").

8.3 The Power Availability Credit is the Supplier's sole and exclusive liability and the Customer's sole and exclusive remedy for any failure of the Supplier to meet the Power Availability Service Level, provided that the foregoing shall not limit the Customer's exercise of any rights it may have under clause 8 of the General Conditions.

8.4 The Power Availability Credit shall not apply if any such failure is:

- 8.4.1 caused solely by power usage exceeding the standard loads of any circuit; or
- 8.4.2 due to any unavailability arising directly or indirectly from those exceptions set forth in paragraph 8.11 below; or
- 8.4.3 otherwise attributable to an Excluded Event.

ENVIRONMENTAL OUTAGE

8.5 The Environmental Service Level is not a guarantee of performance, and the Customer shall only be eligible for an Environmental Service Credit as defined in this paragraph in respect of this service level.

8.6 The credit shall consist of an amount equal to 5% of the Recurring Charges attributable to that element of the Co-Location Service subject to the Environmental Service Level, up to a maximum of 50% of such Recurring Charges, for every four (4) hour period in excess of twelve (12) consecutive hours of non-compliance with the Environmental Service Level (the "**Environmental Outage Credit**") where the Supplier fails to meet the Environmental Service Level for twelve (12) consecutive hours or longer.

8.7 The Environmental Outage Credit shall not apply if any such failure is:

- 8.7.1 caused solely by power usage exceeding the standard loads of any circuit; or
- 8.7.2 due to any unavailability arising directly or indirectly from those exceptions set forth in paragraph X below; or
- 8.7.3 otherwise attributable to an Excluded Event.

8.8 The Environmental Outage Credit is the Supplier's sole and exclusive liability and the Customer's sole and exclusive remedy for any failure of the Supplier to meet the Environmental Service Level, provided that the foregoing shall not limit the Customer's exercise of any rights it may have under clause 8 of the General Conditions.

SERVICE CREDITS

8.9 The combined total of any Power Availability Credits and Environmental Service Credits in a particular month as a result of the failure of the Supplier to attain the relevant Service Level in such calendar month shall not in any event exceed the total Recurring Charges attributable to that element of the Co-Location Service subject to the Power Availability and Environmental Service Levels.

8.10 In order to receive a credit, the Customer must report the non-conformance by email or in writing to their Account Manager or Service Manager within ten (10) days following the resolution of the alleged non-conformance to which the Standard Service Credit relates. Power Unavailability will not include Scheduled Maintenance or unavailability arising directly or indirectly from those exceptions set forth in paragraph 8.11 below.

EXCEPTIONS

8.11 No service credits shall be due or payable pursuant to paragraph 8.4 herein, and the Supplier shall not otherwise be liable for failure to meet any Service Levels due to failures that are, as determined by the Supplier, in its good faith reasonable judgement, a result of:

- 8.11.1 work that is carried out by anyone other than the Supplier or its Third Party Supplier;
- 8.11.2 service interruptions requested by the Customer;
- 8.11.3 defects or failures in the Customer Equipment;
- 8.11.4 Supplier's initiated maintenance completed during Scheduled Maintenance or Emergency Maintenance;
- 8.11.5 the acts or omissions of the Customer, an End User or its or their employees, agents, contractors or vendors, or anyone gaining access to the Facility and Client Area at the request of Customer;
- 8.11.6 violations of the Supplier's Acceptable Use Policy or the Supplier's policies and procedures in effect from time to time;
- 8.11.7 any suspension of Co-Location Services pursuant to the terms of this Schedule;
- 8.11.8 a denial-of-service attack (DoS Attack) or distributed denial-of-service attack (DDoS)

SCHEDULE 3.7 – CO-LOCATION SERVICES

Attack), wherein one or more compromised systems attack a single target, designed to make resources unavailable to its intended users;

- 8.11.9 any service-affecting fault that is not classified by the Supplier as a loss of service;
- 8.11.10 failure by the Customer to provide prompt assistance and information, as requested by the Supplier;
- 8.11.11 any fault or incident that is raised by the Customer that is subject to inaccurate or incomplete information;
- 8.11.12 failure by the Customer to respond to an enquiry from the Supplier or any 3rd party acting on its behalf which delays, hinders or prevents the Supplier from performing its obligations; or
- 8.11.13 faults and/or incidents that are caused by any matter beyond the Supplier's reasonable control (as described in clause 9.6 of the General Conditions.

CLAIMING SERVICE CREDITS

- 8.12 To claim a Service Credit, the Customer must submit the following to the Supplier within thirty (30) days from the date upon which the relevant Service Level failure occurred:
 - 8.12.1 the Supplier incident case reference;
 - 8.12.2 the date and time of the first contact with the Supplier;
 - 8.12.3 sufficient evidence and information to describe and demonstrate to the Supplier's satisfaction (acting reasonably) that an Incident has occurred and that such Incident was not caused by the Customer or End User, or any of the causes referred to in paragraph 8.12 of this Schedule; and
 - 8.12.4 a request for the applicable Service Credit.

If the Customer fails to submit the above information and request to the Supplier within such thirty (30) day period, the Customer shall be deemed to have irrevocably waived its right to any Service Credit that would otherwise have been payable in respect of that Service Level failure.

AGGREGATE SERVICE CREDIT CAP

- 8.13 Notwithstanding any other term of this Schedule, in no event shall the Service Credits payable by the Supplier in respect of the Co-Location Service in any month exceed 100% of the monthly Recurring Charges payable by the Customer to the Supplier in respect of the Co-Location Service in that month.

ANNEX 1 - DEFINITIONS

“Committed KW Allowance” means a maximum number of kW a Customer is entitled to utilise as set forth in the Order;

“Customer Area” means an area of space within the data centre in which the Customer Equipment;

“Customer Equipment” means devices, cables and associated hardware residing in the co-location Rack(s) which belongs to the Customer;

“Facility” means the data centre in which the Customer Area is located;

“kW” means kilowatts

“Non-Recurring Charges” has the meaning given to it in paragraph 5.4;

“Power Unavailability” means the number of minutes that AC power is not available at the Customer’s Equipment to the primary outlet or redundant outlet at the same time. Availability shall be measured and calculated using the Supplier’s standard processes, tools and methodologies in effect from time to time (as determined by the Supplier);

“Rack” means a device that will house Customer Equipment in the Customer Area, which will be 42U in height with lockable doors to the front and rear, without shelving;

“Recurring Charges” means the Charges for the Co-Location Services or applicable part of the Co-Location Services that are invoiced repeatedly in every billing period as set out in the Commercial Schedule or Order;

“Remote Hands” means a service option that comprises of assistance by the Supplier or its Third Party Supplier to carry out routine tasks on behalf of the Customer at the nominated Customer Area;

“Resilient Power Feed” means two power feeds, each of which is supplied by one separate power distribution unit to a Customer Area;

“Site Regulations” means the rules and regulations governing the conduct of persons, security procedures and health and safety of the Facility as notified to the Customer by the Supplier and/or its Third-Party Supplier from time to time;

“Supplied Equipment” means

“Termination Charges” means any compensatory charges payable by the Customer to the Supplier on termination of this Agreement in whole or part, in accordance with clause 8.7 of the General Conditions and as set out the Order, or if not specified, then an amount equal to 100% of the Recurring Charges for all remaining months of the Minimum Term, together with any waived one off charges and/or Installation Charges, and an average of the Variable Charges invoiced by the Supplier over the previous six months;

“Third Party Supplier” means a third-party supplier, provider or supplier of services of which the Supplier may utilise for the provision of the Co-Location Services under this Schedule;

“Variable Charges” means the Charges if any for the Co-Location Services or applicable part of the Co-Location Services that are calculated by multiplying the volume of units that the Customer has used or incurred in a billing period with the relevant fee as set out in the Commercial Schedule or Order;

“Visitor” means any employee, agent, contractor or representative of the Customer;