

1 SERVICE DESCRIPTION

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

2 TERM

- 2.1 Notwithstanding any provision to the contrary in any Agreement entered into between you and us, and only in relation to the Co-location service, after the Initial Period, the Service Term for your Co-location service will automatically extend for successive 12 month periods on the existing terms, unless either party notifies the other (at least 30 days before any automatic extension) that it does not wish the Initial Period to extend automatically.

3 POWER

- 3.1 We will provide you with Allocated Power to each Co-location Space (or portion thereof) where your Equipment is installed. Subject to availability, you may request additional power (in one kVA or kW increments) for an additional charge which we will agree with you beforehand.
- 3.2 You must ensure that your actual Power use does not exceed your Allocated Power. If your actual Power use exceeds your Allocated Power:
- (a) if there is additional Power available to us, we will automatically increase your Allocated Power to include the power in excess of your Allocated Power (rounded up to the nearest 1 kVA) for the remainder of the Service Term. The increase will take effect immediately and become your new Allocated Power. Any supplemental cooling and/or other reasonable customisation required due to the increased Power will be charged at the agreed rates in this Service Schedule or in the Service Order Form; or
 - (b) if there is insufficient additional Power available to us, you must reduce your Power use to your Allocated Power within 5 Business Days of us notifying you to do so. If you fail to reduce your Power use within the 5 Business Days, we may, upon 10 days' prior notice:
 - (i) charge you USD2,000 for each kVA (or part thereof) that exceeds your Allocated Power with effect from the first day you exceeded your Allocated Power; and
 - (ii) disconnect some of your Equipment, or suspend your Service, in accordance with clause 11 below.
- 3.3 You acknowledge that any consumption by you in excess of your maximum Allocated Power may adversely:
- (a) affect the supply of power to you;
 - (b) affect the supply of power to another customer;
 - (c) impact upon the proper operation of the Data Centre cooling system; and
 - (d) impact upon our ability to meet the service levels.
- 3.4 If your actual Power use exceeds your Allocated Power on two or more occasions in any rolling 60 days' period, we may cancel your Service by giving you at least 7 days' notice.
- 3.5 If we suspend or cancel your Service under clauses 3.2(b) or 3.4, we may charge you a reconnection charge if we reconnect the Service, and any other associated costs.

4 REMOTE HANDS SERVICE

- 4.1 The Remote Hands Service provides you with 24x7x365 remote access to on-site technicians at the Data Centre, who will perform the relevant Equipment support tasks set out in the Co-location Facilities Guide, including:
- (a) performing Equipment resets / reboots at your request;
 - (b) checking alarm / indicator status on your Equipment; and
 - (c) observing / describing Equipment fault and operational behaviours based on visual inspection.
- 4.2 You accept that all Remote Hands Service will be performed at your direction and will be at your sole risk. We will not advise on the potential consequences of implementing your instructions.
- 4.3 Notwithstanding any provision to the contrary in any Agreement entered into between you and us, and only in relation to this Remote Hands Service, our aggregate liability for any loss or damage, howsoever caused suffered by you in relation to the Remote Hands Service is limited to an amount equal to the Remote Hands Service fee paid by you to us in relation to the Remote Hands Service immediately preceding the event that gave rise to such loss or damage.

5 CROSS CONNECTS

- 5.1 If specified in your Service Order Form with complete order details, we will install cross connects between your Equipment located in your Co-location Space and:
- (a) other Equipment located within the same Co-location Space; or
 - (b) the Network which terminates within the same Data Centre as your Co-location Space.
- 5.2 All connections between the Network and your Equipment must be supplied by us or otherwise agreed by us.

6 EQUIPMENT

EQUIPMENT REQUIREMENTS

- 6.1 You must ensure that your Equipment complies with all relevant technical standards and specifications, including the requirements set out in the Co-location Facilities Guide.
- 6.2 You acknowledge that the Data Centre and its facilities (including your Equipment) may be subject to laws, regulations and guidelines governing environmental impact, electromagnetic interference and compatibility, hazardous materials, labelling and the like. You must comply with our reasonable requirements in this respect in relation to your Equipment, as advised by us from time to time.

DELIVERY, INSTALLATION AND MAINTENANCE

- 6.3 You are responsible for delivery, installation and maintenance of your Equipment, at your cost.
- 6.4 You acknowledge that the Co-location Space may be shared with our other customers. We may seek your consent (not to be unreasonably withheld or delayed) to change the physical location of the Co-location Space within the Data Centre.
- 6.5 You represent and warrant that you will obtain and maintain throughout the Service Term, consent from your subcontractors, third party providers, vendors, sublicensees and any other parties necessary to permit us, or our Service Provider (including any contractors or others acting at our or our Service Provider's request) to access your Equipment to provide the Services, and will indemnify us against any claim brought by a third party resulting from your failure to obtain or maintain the required consents.

REMOVAL AND REINSTATEMENT

- 6.6 You must, at your cost:

- (a) remove your Equipment from the Co-location Space and Data Centre; and
- (b) deliver the Co-location Space in a condition that is consistent with you having complied with your obligations under this Agreement;

on or before the effective date of termination of this Service Schedule. But you may not remove any of your Equipment from the Data Centre until you have paid any outstanding balance of undisputed charges then due.

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

TITLE AND RISK

- 6.11 You always retain title to your Equipment except as provided in clause 6.10 above. Title to the Co-location Space and other equipment and related materials that support the Co-location Space (including any Cross Connects), remains with us or our Service Provider at all times.
- 6.12 You will not file a mechanic's or similar lien on, or in connection with the Co-location Space. You are responsible for the immediate satisfaction, payment or bonding of such lien.
- 6.13 We are not liable for any loss or damage to your Equipment (including any other property of yours) while it is in the Data Centre, except to the extent that the loss or damage was caused by our gross negligence.

7 ACCESS

ACCESS

- 7.1 You will have access to the Co-location Space where your Equipment is located 365 days per year, subject to the Co-location Facilities Guide or any directions advised by us, or the relevant building owner or manager in relation to the Data Centre.
- 7.2 Subject to your approval (not to be unreasonably withheld or delayed), we and our Service Providers may, upon no less than 72 hours prior notice, access the Co-location Space at any time to inspect and maintain the Co-location Space or assess whether you are complying with your obligations under this Service Schedule (including assessing any installation and maintenance work performed by you or your Authorised Personnel). Where we require access to the Co-location Space due to an emergency, regulatory, legal or court order or a requirement of our Service Provider under our third party arrangements, we will try, but are not required, to obtain your approval or provide you with prior notice.

CO-LOCATION FACILITIES GUIDE

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

7.5 If there is any inconsistency between the Co-location Facilities Guide and this Service Schedule, this Service Schedule will prevail to the extent of the inconsistency.

NO PROPERTY RIGHTS

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

CONFIDENTIALITY

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

8 CHARGES

8.1 The charges payable by you for each Service are specified in your relevant Service Order Form, and will consist of:

- (a) fixed non-recurring charges;
- (b) fixed monthly recurring charges; and
- (c) variable usage charges (where applicable).

8.2 The charges for the Remote Hands Service will be billed in 60-minute increments (rounded up to the closest hour) and be based on the actual time taken to complete the required task multiplied by the pre-agreed manhour rate.

8.3 If the cost of supplying the Services increases after the first year of the Initial Period due to:

- (a) any change in Tax Charge; or
- (b) a material change, in the cost of power to us or the Service Provider (determined by us in our reasonable opinion),

we may, by notice in writing to you, adjust the charges.

8.4 On the Review Date, the charges will increase by the greater of 3% or CPI.

EARLY TERMINATION CHARGES

8.5 If during the Installation Period, or during the Service Term a Service is cancelled or terminated for any reason other than for our material breach, you must pay the Early Termination Charges set out in clause 8.6 below.

8.6 If a Service is cancelled or terminated during:

- (a) the Installation Period, the Early Termination Charge is an amount equal to:
 - (i) the costs reasonably incurred by us up to the date of cancellation or termination; and
 - (ii) any amounts payable by us to our Service Provider for cancellation or termination of that Service before the end of the Initial Period; or
- (b) the Service Term, the Early Termination Charge is an amount equal to the charges that would otherwise have been payable by you for remainder of the Service Term.

LIMITATION PERIOD TO BRING A CLAIM

8.7 Each party waives the right to bring a claim against the other party arising out of or in any way relating to

a Service Order Form more than 2 years after the date such Service Order Form expires or is earlier terminated.

9 SERVICE LEVELS

ENVIRONMENTAL AVAILABILITY

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

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

9.2 Environmental Unavailability means:

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

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

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

POWER AVAILABILITY

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

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

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

Data Centres managed and operated by us

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

Data Centres managed and operated by our Service Providers

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

SERVICE CREDIT CAP

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

EXCLUSION EVENTS

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

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

10 INSURANCE

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

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

10.2 At our request, you must provide us with copies of certificates of insurance evidencing your compliance with clause 10.1 above.

11 RISK

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

- (a) in the first instance, provide you with an opportunity to remedy the situation (at your cost); or
- (b) if you do not take remedial action in accordance with clause 11.1(a), remedy the situation ourselves (at your cost);

but if there is:

- (c) an emergency; or
- (d) the situation cannot be remedied in accordance with clauses Schedule 111.1(a) or 11.1(b) within the time notified by us to you,

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

- 11.2 If we consider it necessary for:
- (a) the protection of the Data Centre, the Data Centre Space, other property of ours, or of the Service Provider, or of any third party;
 - (b) the safety or health of any person; or
 - (c) compliance with any requirement of any government agency, any applicable law or any obligation owed to any third party, we may suspend the Service without first being required to issue a notice or waiting for you to rectify a breach.
- 11.3 If we suspend the provision of the Services, we will also be entitled to deny access and removal of your Equipment from the Data Centre. In addition, we will have a right to terminate the Service Order Form if a breach under clause 11.1 continues for at least five days or occurs more than three times in any twelve-month period.
- 11.4 You are responsible and liable for all acts or omissions of your Personnel, Accompanying Persons, and Associated Entities and for any equipment or services not provided by us or our Service Providers, and all such acts or omissions will be attributed to you for all purposes under this Agreement.
- 11.5 You indemnify us and our Service Providers, and our and their respective affiliates and Personnel, for all losses, damages, costs and expenses (including reasonable legal costs) incurred or suffered, arising from or in connection with:
- (a) any injury to, or death of any person, and any loss of or damage to the real or personal property of us or a third party caused by any act or omission of you or your Personnel;
 - (b) any negligent or unlawful act or omission of you or your Personnel, your Authorised Personnel, Accompanying Persons, and Associated Entities;
 - (c) any claim by any of your:
 - (i) Authorised Personnel, Accompanying Persons or Associated Entities;
 - (ii) any of your employees; or
 - (iii) any of your end users and customers; other than a claim based on our gross negligence or wilful misconduct; and
 - (d) any claim brought by your customers or end users or other third parties to the extent directly arising out of your, or any of your customers', services, equipment (including your equipment), your use of the Services in breach of this Agreement (including claims relating to interruptions, suspensions, failures, defects, delays, impairments or inadequacies) in any of the aforementioned services, including our Services.
- 11.6 You acknowledge and agree that we may change the Service due to any requirements, new laws or regulations issued or enacted by the government or any other lawful authority where the Data Centre is located, by giving you reasonable notice.
- 11.7 You acknowledge that all or part of the Service may be provided by our Service Providers. If a Service Provider ceases or suspends the supply of anything that is necessary for us to provide the Service, we may:
- (a) migrate you to a modified or an alternative service which is substantially similar to the Services.
or
 - (b) cancel the Service if we are not able to offer you a modified or alternative service which is substantially similar to the Service, or which otherwise does not meet the requirements for the relevant Service as described in your Service Order Form.

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

- 11.8 If we migrate you to a modified or an alternative service under clause 11.7(a) during the Initial Period or during a 12 month automatic extension, we will pay the reasonable once-off costs,:

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

(each a 'Migration Cost')

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

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

12 DEFINITIONS

- 12.1 In this Service Schedule, unless otherwise stated:

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

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

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

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

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

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

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

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

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

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

Environmental Unavailability is defined under clause 9.2 above.

Installation Period means the period between the date of acceptance of a Service Order Form by us for a Service, and the Service Start Date for that Service.

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

MRC means the fixed monthly recurring charges for the Co-location Space, excluding any charges for

the Remote Hands Service and charges for third party services.

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

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

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

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

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

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

Review Date means 1 July in each year of your Service Term, save that there will be no review in the first 12 months of your Service Term.

APPENDIX A - DATA CENTRE SPECIFIC TERMS AND CONDITIONS

1 HKCS1 AND HKCS2 FACILITIES

- 1.1 The following terms and conditions apply to the Service provided at our facilities “HKCS1” and “HKCS2”, located at Tseung Kwan O Industrial Estate, Hong Kong:
- (a) We shall supply the Colocation Space to you to enable you to install, maintain and operate your Equipment for the purpose of acquiring the Service. This Service Schedule does not create or vest in you (or in any other party) any lease, sublease, license, sublicense or any sole and exclusive possession of any space, any easement, ownership interest or other real-estate or property right or interest of any nature in any part of the Data Centre, including the Colocation Space. Your access to the Data Centre is subject to our prior consent and appointment.
 - (b) Notwithstanding anything contained herein, this Service Schedule does not constitute any relationship of landlord and tenant between us and you. The Landlord and Tenant (Consolidation) Ordinance (Cap. 7) shall not apply to this Agreement or the Colocation Space.
 - (c) You must defend, indemnify and hold harmless us and our landlords for the HKCS1 and HKCS2 facilities in full for any claims, demands, actions, damages, liability, judgments, expenses and costs (including reasonable attorney fees) arising from or in connection with (a) your use of the Service; (b) any damage or destruction to the Data Centre, Co-location Space, any equipment, any property therein or our network to the extent caused by or due to the acts or omissions of you, your Personnel or due to the malfunction of any Equipment.
 - (d) You agree that we may provide a copy of this Agreement to the landlord of the Data Centre, subject to our confidentiality obligations under this Agreement.

2 EQUINIX DATA CENTRE

TERM

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

POWER

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

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

LIABILITY

- 2.3 The limitations of liability set forth in the Agreement shall apply to this Service and to the use of the Equinix Customer Portal, provided that Telstra’s liability shall be further limited to exclude liability for personal injury, death and property damage, except to the extent caused by Telstra’s gross negligence or intentional misconduct.

SERVICE LEVEL AGREEMENT

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

POWER SERVICES

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

Unavailability beyond the Redundant Power SLA Threshold.

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

CO-LOCATION SPACE ENVIRONMENTAL SERVICES

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

GENERAL

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

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

PAYMENT

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

SUSPENSION AND TERMINATION

- 2.11 For the purposes of clause 11.1, you must within a reasonable time, not to exceed 4 hours or such shorter time as is necessary in the event that the interference threatens the life or physical safety of any person in the Equinix Data Centre:
- (a) cease such interference;
 - (b) provide a plan acceptable to us and our Service Provider to cease such interference; or

(c) authorise our Service Provider to take action to cease such interference.

- 2.12 If a material breach of this Service Schedule (other than where you fail to cure a non-payment) cannot be remedied within 30 days, the breaching party shall be given a reasonable time, but not to exceed 60 days after receipt for the notice, to remedy the breach, provided that the breaching party acts promptly and diligently to remedy the same.
- 2.13 Notwithstanding anything included in the Agreement, neither party shall be entitled to exercise the termination right provided under clause 14.18 of the Agreement.

NO PUBLICITY

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

INSURANCE

- 2.15 You agree to maintain at all times the following insurance, at your expense, for each Equinix Data Centre during the Service Term, with insurers having a minimum AM Best rating of A- VII: (i) Commercial General Liability or Public Liability Insurance with a limit of US\$1,000,000 per occurrence, US\$2,000,000 in the aggregate or the local currency equivalent. Such insurance will include coverage, for bodily injury, death and property damage; (ii) Workers' Compensation and Employer's Liability insurance where required by local statute with a minimum limit of US\$1,000,000 or the local currency equivalent; (iii) Umbrella or Excess Liability insurance with a limit of no less than Two Million U.S. Dollars (US\$2,000,000) or the local currency equivalent; (iv) All Risks Property Insurance on a replacement cost basis with limits adequate to cover the value of your Equipment.
- 2.16 Total required limits may be a combination of primary and excess policies. No policies mentioned above will have a deductible or self-insured retention greater than US\$100,000, or the local currency equivalent. You will furnish us with certificates of insurance upon request that evidence the minimum levels of insurance set forth herein and which list Equinix as an additional insured on the Commercial General Liability policy and designate that your insurance is primary and non-contributory. You will add Equinix's landlords as additional insureds upon the request of Equinix. You waive your insurer's rights of subrogation on all policies referenced in clause 2.15 above. You shall provide thirty (30) days' prior written notice of any cancellation, non-renewal or failure to renew the insurance policies in clause 2.15 above.

DEFINITIONS

- 2.17 For the purposes of this clause 2, the following definitions mean:

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

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

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

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

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

3 CORESITE'S DATA CENTRE

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

SERVICE SCHEDULE – CO-LOCATION SERVICE



Service Levels – Environmental Availability

- 3.2 For the avoidance of doubt, the following are the exclusive service level agreements for environmental availability that will apply to the Service provided at CoreSite’s NY2 Data Centre. The service levels included in clause 9.1 above do not apply.
- 3.3 If your Service at the Data Centre encounters temperature or humidity issues as described in Table 1 in any month, you may claim a service level credit (not cumulative) as a percentage of the MRC for the affected Service for that month in accordance with Table 1.

Table 1

	Service Description	Service Level	Measurement Period	Service Level Credit
Temperature	Average temperature at the Data Centre, over a full calendar day period, is less than 19°C or more than 25°C (as measured by our Service Provider at 48” from the floor in the Cold Aisle), provided that the Equipment in the applicable individual Space is being used by you in the ordinary course of business	100% Service Availability	Monthly	10% of MRC for the affected Service
	Average temperature at the Data Centre, over a one-hour period, is less than 15°C or more than 32°C (as measured by our Service Provider at 48” from the floor in the Cold Aisle), provided that the Equipment in the applicable individual Space is being used by you in the ordinary course of business	100% Service Availability		25% of MRC for the affected Service
Humidity	Average Relative Humidity at the Data Centre, over a full calendar day period, is less than 35% or more than 60% (as measured by our Service Provider at 48” from the floor in the Cold Aisle), provided that the Equipment in the applicable individual Space is being used by you in the ordinary course of business	100% Service Availability	Monthly	10% of MRC for the affected Service
	Average Relative Humidity at the Data Centre, over a one-hour period, is less than 20% or more than 80% (as measured by our Service Provider at 48” from the floor in the Cold Aisle), provided that the Equipment in the applicable individual Space is being used by you in the ordinary course of business	100% Service Availability		25% of MRC for the affected Service

POWER

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

DEFINITIONS

- 3.5 For the purposes of this clause 3, the following definitions mean:

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

Space means colocation space in a Data Centre

4 ORDER OF PRECEDENCE

- 4.1 Unless otherwise expressly stated in this Appendix, capitalised terms used in this Appendix have the same meaning as terms defined in the Agreement Terms or Colocation Service Schedule.
- 4.2 This Agreement is subject and subordinated to the leases for the Data Centres and all superior instruments to such leases.
- 4.3 In relation to the provision of your Service at the Data Centres referred to in this Appendix, and notwithstanding any provision in the Service Order Form, Service Schedules or Agreement Terms, or any other document attached to or referenced in the said documents that form part of the Agreement, including any Data Centre guide or policies, if there is any inconsistency or conflict between:
- (a) the Data Centre-specific terms and conditions above, and
 - (b) any part of the Agreement,

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

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

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

1 BUSINESS RESUMPTION AND CONTINGENCY

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

2 SUB-CONTRACTING

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

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

3 AUDIT

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

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

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

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

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

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

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

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

4 SECURITY POLICIES

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

APPENDIX C – CABLE LANDING STATION SPECIFIC TERMS AND CONDITIONS

- 1.1 The following terms and conditions apply if your Co-location service is provided at a “cable landing station”. A cable landing station is where a submarine cable system is connected to the terrestrial network. We can confirm this on request.
- 1.2 For the purpose of clause 2.1 above, each must notify the other at least 90 days before any automatic extension, if it does not wish the Initial Period to extend automatically.
- 1.3 For the Remote Hands Service referred to in clause 4.1:
 - (a) remote access is only available during our standard business hours; and
 - (b) outside of our standard business hours, our target response time is between 2 to 4 hours.
- 1.4 Clause 6.10 is replaced with the following clause:

“If you do not remove your Equipment within 30 days from termination or expiry of the Service Order Form, including where you are not permitted to do so because you have an outstanding balance of undisputed charges then due, you are deemed to have abandoned your Equipment. Title to the abandoned Equipment will pass to us under this Agreement at the end of this period, without further notice from us. You will continue to be liable for any storage costs and agree to reimburse us any costs for the removal and disposal of such abandoned Equipment. You are not entitled to make any claims against us for disposing the abandoned Equipment.”
- 1.5 Clause 8.7 is replaced with the following clause:

“You waive the right to bring a claim against us arising out of or in any way relating to a Service Order Form more than 3 months after the date such Service Order Form expires or is earlier terminated.”