

EX Networks Limited

Virtus Data Centre Facilities SLA

Ref: 271114

Issued: 16/07/2019

Version 2.1

<https://www.exn.uk/resources/>

VIRTUS ENFIELD DATA CENTRE FACILITIES SLA

Data Centre Address: Unit 3, Trade City, Crown Road, Enfield EN1 1TX

Definitions

“ASHRAE TC 9.9” means the “2011 Thermal Guideline for Data Processing Environments – Expanded Data Center Classes and Usage Guidance” published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers Inc.;

“Building Management System” means a computer-based control system that controls and monitors the Data Centre’s key mechanical and electrical equipment such as power, cooling, ventilation, lighting, fire suppression and security systems;

“Common Areas” means all parts of the Data Centre from time to time provided for the common use of more than one of the occupiers of the Data Centre and their visitors including (without limitation) vehicular and pedestrian accesses, passages, stairways, circulation areas, lifts, escalators, loading bays, fire escapes, toilet facilities, storage areas, refuse collection and disposal areas and parking areas;

“Cooling Outage” means the occurrence of a failure to maintain the Cooling Service Level provided that at no time during the same period or within sixty (60) minutes prior to the commencement of such period shall the power draw by the Equipment exceed the Maximum Power Draw or the Maximum Power Density;

“Cooling Service Level” has the meaning ascribed to it in this agreement;

“Critical Outage” means a Cooling Outage or a Power Outage;

“Customer Space” means the part or parts of the Data Centre reserved for use by the Customer comprising the area set out in the Sales Order Form or located in such other place or places within the Data Centre as the Operator shall from time to time designate;

“Data Centre” means the data centre facility the address of which is stated in this agreement;

“Data Hall” means the hall or suite in which the Customer Space is located;

“Equipment” means the Customer cabinets or racking, telecommunications, information technology (including servers) and other equipment from time to time installed in the Customer Space;

“Maximum Power Density” means the Maximum Power Draw per rack stated as such in the Sales Order Form;

“Maximum Power Draw” means the maximum total amount of power draw by all of the Equipment installed in the Customer Space stated as such in the Sales Order Form;

“Monthly Recurring Charges” means one twelfth of the annual fees then payable pursuant to the Sales Order Form.

“Operator” means the company that operates the Data Centre: Virtus Enfield (Data Centres) Limited/Virtus Slough Limited, Kent House, 14-17 Market Place, London, W1W 8AJ;

“Power Delivery Point” means the EX Networks supplied Power Distribution Units, unless specifically stated on the Sales Order Form;

“Power Outage” means the occurrence of a failure to maintain the Power Service Level provided that at no time during the same period or within sixty (60) minutes prior to the commencement of such

period shall the power draw by the Equipment exceed the Maximum Power Density or the Maximum Power Draw;

“Power Service Level” has the meaning ascribed to it in this agreement;

The Colocation Services are as follows:

1. CUSTOMER SPACE

The provision of an area within the Data Hall which is dedicated to the Customer’s use for the purposes described in the Sales Order Form and which will be kept in the environmental and physical condition as set out in this Agreement.

2. POWER

The provision and maintenance of uninterrupted power to at least one of the outgoing circuit terminals of the Power Delivery Point (the Power Service Level) by way of a static uninterrupted power supply system in a “2n” configuration with back-up diesel generators in an “n+1” configuration with a capacity equal to the Maximum Power Draw.

3. COOLING, VENTILATION AND AIR HUMIDITY

3.1 The provision and maintenance of a heating, ventilation and air conditioning system for cooling in the Data Hall so that within the Data Hall an average air temperature measured from the temperature sensors located in the Data Hall within the allowable temperature range for an “A1 data centre” specified in Table 4 in the ASHRAE TC 9.9 is maintained (being no less than 15 degrees Celsius and no more than 32 degrees Celsius) (the Cooling Service Level) so long as at no time shall the power draw by the Equipment exceed the Maximum Power Density or the Maximum Power Draw.

3.2 The provision and maintenance of a heating, ventilation and air conditioning system for conditioned air to the Data Hall so that the supply air to the Data Hall is conditioned in such a way that the average humidity measured from the humidity sensors located in the Data Hall is maintained within the allowable humidity range for an “A1 data centre” specified in Table 4 in the ASHRAE TC 9.9 so long as at no time shall the power draw by the Equipment exceed the Maximum Power Density or the Maximum Power Draw.

3.3 The provision and maintenance of mechanical services supporting the heating, ventilation, and air conditioning system for conditioned air to the Data Hall in an “n+1” configuration with back-up diesel generators also in an “n+1” configuration.

3.4 Temperatures within the data halls will be monitored on a regular basis by the Building Management System. The average temperature will be monitored by taking readings across the Data Hall in multiple locations.

4. BUILDING MANAGEMENT SYSTEMS

The provision and maintenance of:

4.1 measuring equipment including (without limitation) data logging equipment for the recording of the electrical voltage on the PDUs and for the recording of the air temperature and humidity in the Data Hall; and

4.2 a Building Management System.

5. SECURITY AND SAFETY SYSTEMS

The provision and maintenance of a two-layer physical security system comprising:

5.1 1st layer – Data Centre

5.1.1 A secure door with proximity in/out reader at the main entrance to the Data Centre

- 5.1.2 An intruder detection system
- 5.1.3 Alarms connected to the security control centre
- 5.1.4 A secure loading bay facility for goods
- 5.1.5 A security reception service by a representative of the security staff at the main entrance to the Data Centre

5.2 2nd layer – Data Hall

- 5.2.1 An access control system in the Common Areas
- 5.2.2 Proximity in/out readers to all doors providing day-to-day access to the Data Hall
- 5.2.3 Battery powered emergency lighting and exit signs throughout the Data Centre
- 5.2.4 Emergency exit alarms operated on emergency power
- 5.2.5 A closed circuit television system on all doors within or giving access to and from the Common Areas
- 5.2.6 Alarms on all doors giving access to the Data Hall, and the connection of such alarms to the security control centre
- 5.2.7 A system to detect water leakage in the detection areas under the raised floor within the Data Hall including a signal alarm to the Building Management System
- 5.2.8 A fire alarm system (comprising heat and smoke detectors) to detect fire in the Data Centre and to activate an automatic high fog-mist extinguishing system including a signal alarm to the Building Management System
- 5.2.9 A very early smoke detection system (VESDA) to detect any smoke in the Data Hall including a signal alarm to the Building Management System
- 5.2.10 An automatic high fog-mist extinguishing system to extinguish any fire in a protected area of the Data Centre after activation by the fire alarm system or by a manual activation suppression system

6 OPERATIONAL SECURITY AND SAFETY

6.1 Security staff

6.1.1 The provision of security staff on the following basis:

- 6.1.1.1 the minimum staffing is to be determined based on the duties to be undertaken and the competencies of staff members; and
- 6.1.1.2 an experienced representative of the security staff is to be present at all times.
- 6.1.2 The following minimum requirements for each member of the security staff:
 - 6.1.2.1 compliance with any legal requirements;
 - 6.1.2.2 adequate English language proficiency; and
 - 6.1.2.3 adequate computer proficiency including (without limitation) use of Microsoft Office and dedicated security systems.

6.2 Maintenance staff

The provision of engineering maintenance staff having regard to the duties to be undertaken and the competencies of staff members.

6.3 Data Centre Manager

The provision of a Data Centre manager to be present at the Data Centre between 08.00 to 17.00 Monday to Friday and on call at all other times.

6.4 Access Control

The provision and maintenance of an auditable access control security system for the Data Centre with the following requirements:

- 6.4.1 A screen procedure for the Operator's employees and contractors;
- 6.4.2 Job descriptions for the system administrator and system operator(s) in maintaining the system;

6.4.3 User identifications as prescribed by the system are allotted to specific individuals including (without limitation) the system administrator, system operator(s), receptionists and other members of the security staff;

6.4.4 Procedures for the logging and storage of all activities generated by the system for at least one (1) week on a rolling basis; and

6.4.5 Procedures for the issue of security/pass badges.

6.5 Emergency Procedures

The maintaining of adequate emergency procedures in respect of the Data Centre including (without limitation) ensuring that all staff at the Data Centre are informed of such procedures and receive adequate training in respect of such procedures.

6.6 CCTV Monitoring

The monitoring of closed circuit television and the storage of footage generated by the system for at least 30 days on a rolling basis.

6.7 Fire Protection

The undertaking of an annual fire protection survey in respect of fire risks at the Data Centre.

ANNEX - ENTERPRISE SERVICE LEVELS AND SERVICE CREDITS

1 SERVICE LEVELS

1.1 This Annex sets out the service levels applicable to the Services.

1.2 This Annex applies only to the Services that are provided by the Operator through EX Networks and via the systems and equipment owned or operated by or on behalf of the Operator.

1.3 Credits and/or other compensation under this Annex shall only be payable where:

1.3.1 the Customer is not, or was not at the time the Critical Outage occurred, in default of any of the terms and conditions of the EX Networks Master Services Agreement and this Annex;

1.3.2 the Customer has submitted a claim in writing identifying the circumstances in which the credit and/or compensation arose; and

1.3.3 EX Networks has agreed in writing, acting reasonably and without undue delay, to issue such credit and/or other compensation in connection with such claim.

2 POWER AVAILABILITY SLA PROCESS

2.1 The Customer must have Equipment capable of utilizing dual power sources and the Equipment must be plugged directly into both the A power strip and the B power strip. Unless otherwise provided in the Sales Order Form, the Customer must not permit the Equipment power draw to exceed 70% at continuous load of the maximum power strip rating (peak load) specified in the Sales Order Form.

2.2 Cabling used by the Customer must meet national electrical and fire standards and any specifications provided by the Operator.

2.3 Critical Outages will only be considered if the Customer contacts EX Networks in writing requesting an investigation by the Operator's technical support team within 7 days of the Critical Outage.

3 SERVICE CREDITS

3.1 Except where a Critical Outage is due to any of the circumstances referred to in section 5 below, if a Critical Outage occurs during any calendar month the Customer shall receive a credit against the Fees as set out below:

Power Availability Duration of the Availability of the Power Service Level as % of the number of minutes in the relevant calendar month	Cooling Availability Duration of the Availability of the Cooling Service Level as % of the number of minutes in the relevant calendar month	Credit % reduction in Monthly Recurring Charge
< 100% but > 99.99%	< 99.9% but > 99.8%	5%
< 99.99% but > 99.9%	< 99.8% but > 99.7%	7%
< 99.9% but > 99.83%	< 99.7% but > 99.6%	10%
< 99.83% but > 99.78%	< 99.6% but > 99.5%	12%
< 99.78%	< 99.5%	15%

provided that:

3.1.1 where a failure to maintain the Cooling Service Level arises as a result of a failure to maintain the Power Service Level such credits shall be allowed only in respect of the failure to maintain the Power Service Level and the same shall be deemed to comprise just one Critical Outage; and

3.1.2 where a Critical Outage affects only part of the Customer Space, such credits shall be apportioned and calculated on a square metre basis in accordance with the area of the Customer Space so affected.

3.2 Any Service Credits shall be set off against the Fees for the next following date for payment of the Charges ("Next Payment Date"). If the Service Credits are greater than the amount of Fees to be paid at the Next Payment Date, then in addition to this set-off the EX Networks shall pay to the Customer on the Next Payment Date, the balance of the Service Credit that is over and above the Fees to be paid on the Next Payment Date.

4. TOTAL SERVICE CREDITS

4.1 The total amount of Service Credits payable in any calendar month shall not exceed 50% of the Monthly Recurring Charge then payable pursuant to the Sales Order Form.

4.2 Any Service Credits shall be off-set against the Fees due on the next following date for payment of the Fees.

4.3 EX Networks' entire liability to the Customer and the Customer's sole and exclusive remedy against EX Networks in respect of a Critical Outage and in respect of all loss, damages, costs and expenses caused by or relating thereto, regardless of the form of action, whether in contract, tort (including negligence and breach of statutory duty), or otherwise howsoever caused are as set out in this Annex.

5. EXCLUSIONS

EX Networks and the Operator shall not be liable to pay compensation under this agreement where its failure to meet any of its obligations under this agreement is caused by:

5.1 any act, omission or default of the Customer or its employees, contractors or customers; or

5.2 a defect in the design of any part of the uninterrupted power supply system, heating, ventilation, and air conditioning system or any other system where such design was specified by the Customer; or

5.3 a defect in the design of any part of any other system that is installed by or on behalf of the Customer; or

5.4 a Force Majeure Event.