

EX Networks Limited

Service Specific Agreement - Volta

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Version 1.5

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

VOLTA DATA CENTRE

Data Centre Address: 36-43 Great Sutton Street, London EC1V 0AB

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: Volta Data Centres Limited, 36-43 Great Sutton Street, London EC1V 0AB;

“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. POWER

The provision and maintenance of uninterrupted power to the Power Delivery Point by way of a static uninterrupted power supply system in an “N+1” configuration with back-up diesel generators.

2. COOLING

The provision and maintenance of a cooling 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, provided that at no time shall the power draw of the Equipment exceed the Maximum Power Draw or the Maximum Power Density.

3. VENTILATION AND AIR HUMIDITY

The provision and maintenance of ventilation installations (including control systems) to provide fresh and 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 a “class A1 data centre” specified in Table 4 in the ASHRAE TC 9.9 provided that at no time shall the power draw of the Equipment exceed the Maximum Power Draw or the Maximum Power Density

4. DATA CENTRE MANAGEMENT SYSTEMS AND REPORT

4.1 The provision and maintenance of:

(a) a Building Management System to detect a Service Interruption so that upon detection condition 10 shall apply;

(b) measuring equipment including (without limitation) data logging equipment for the recording of the electrical voltage on each power distribution unit and for the recording of the air temperature and humidity in the Data Hall, and making available for inspection all such measured data by the Customer on request

4.2 The provision of a monthly report to the Customer within fourteen (14) days of the end of each calendar month containing details of all Service Interruptions and Critical Outages

5. LIGHTING

The provision and maintenance of lighting for the permitted use of the Data Hall so that the average lighting levels at 0.7 metres above the floor of the Data Hall are at least to the minimum Health and Safety regulation standards.

6 SECURITY AND SAFETY

6.1 Security and Safety Systems

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

1st layer – Data Centre

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

(b) An intruder detection system

(c) Alarms connected to the security control centre

- (d) A secure loading bay facility for goods
- (e) A system for the registration of goods delivered to and removed from the Data Centre
- (f) A security reception service by a representative of the security staff at the main entrance to the Data Centre at all times

2nd layer – Data Hall

- (a) An access control system in the Common Areas
- (b) Proximity in/out readers to all doors providing day-to-day access to the Data Hall
- (c) Battery powered emergency lighting and exit signs throughout the Data Centre
- (d) Emergency exit alarms operated on emergency power
- (e) A closed circuit television system on all doors within or giving access to and from the Common Areas
- (f) Alarms on all doors giving access to the Data Hall (other than those of the goods lift), and the connection of such alarms to the security control centre
- (g) A system to detect water leakage in the detection areas under the raised floor within the Data Hall including a signal alarm to the Operator's building management system
- (h) A fire alarm system (comprising heat and smoke detectors) to detect fire in the Data Centre and to activate an automatic gas extinguishing system including a signal alarm to the Operator's building management system
- (i) A very early smoke detection system (VESDA) to detect any smoke in the Data Hall including a signal alarm to the Operator's building management system
- (j) An automatic gas extinguishing system to extinguish any fire in the Data Hall (and a water mist system to extinguish any fire in other areas of the Data Centre) after activation by the fire alarm system or by a manual activation suppression system

6.2 Operational Security and Safety

(a) Security staff

The provision of security staff on the following basis:

- (i) The minimum staffing is to be determined based on the duties to be undertaken and the competencies of staff members
- (ii) A member of the security staff is to be present at the Data Centre at all times
- (iii) The following minimum requirements for each member of the security staff:
 - (A) Compliance with any legal requirements
 - (B) Adequate English language proficiency
 - (C) Adequate computer proficiency including (without limitation) use of Microsoft Office and dedicated security systems
- (iv) A member of the security staff with valid "safety/first aid" certification is to be present at the Data Centre at all times

(b) Maintenance staff

The provision of engineering maintenance staff on the following basis:

(i) The minimum staffing is to be determined based on the duties to be undertaken and the competencies of staff members

(ii) At least one experienced electro/mechanical operator is to be available on call to the Data Centre at all times

(c) Data Centre manager

The provision of a facility manager to be available at the Data Centre between 9:00 a.m. to 5:30 p.m. Monday to Friday and on call at all other times

(d) Access control

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

(i) Assignment of the system owner, the system administrator and the system operator(s) and their respective authorities

(ii) A screening procedure for the Operator's employees and contractors

(iii) Job descriptions for the system administrator and system operator(s) in maintaining the system

(iv) 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

(v) Procedures for the logging and storage of all activities generated by the system for at least thirty (30) days on a rolling basis

(vi) Procedures for the issue of security/pass badges

(e) Emergency procedures

The maintenance 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

(f) CCTV monitoring

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

(g) Fire protection

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

7 INSURANCE

7.1 The Operator agrees:

7.1.1 to insure the Data Centre (other than the Equipment, fixtures and fittings) unless the insurance is invalidated in whole or in part by any act or default of the Customer with an insurance office or underwriters of repute;

7.1.2 maintain insurance against public liability for not less than £5,000,000 for the duration of the Term; and

7.1.3 to supply to the Customer at its request (no more frequently than annually) evidence of the insurances referred to in this clause 7.1 having been effected.

7.2 The Customer agrees:

7.2.1 to give EX Networks immediate notice on becoming aware of any event or circumstance which might affect or lead to an insurance claim;

7.2.2 not to do anything at the Rack Space which would or might prejudice or invalidate the insurance of the Data Centre or cause any premium for its insurance to be increased;

7.2.3 to pay EX Networks within thirty (30) days of demand any increased premium and any costs and expenses incurred by the Operator as a result of a breach of clause 7.2.2;

7.2.4 to comply with the requirements and reasonable recommendations of the insurers;

7.2.5 not to effect any insurance of the Rack Space (as distinct from the Equipment), but if the Customer effects or has the benefit of any such insurance the Customer shall hold any insurance moneys upon trust for EX Networks and pay the same to EX Networks as soon as practicable;

7.2.6 to insure the Equipment with an insurance office or underwriters of repute against all usual commercial risks (including without limitation, consequential loss and loss of profits) as may be appropriate, taking into account the provisions of this clause 7;

7.2.7 to maintain insurance against public liability for not less than £2,000,000 for the duration of the Term; and

7.2.8 to supply to the EX Networks at its request (no more frequently than annually) evidence of the insurances referred to in clauses 7.2.6 and 7.2.7 having been effected.

7.3 If the Rack Space is unfit for use because of damage by a risk against which the Operator has effected insurance then (save to the extent that payment of the loss of Service Fee insurance moneys is refused due to the act or default of the Customer) the Service Fee (or a fair proportion according to the nature and extent of the damage) shall be suspended until the date on which the Rack Space is again fit for use.

8 REACTIVE MAINTENANCE

8.1 Immediately on becoming aware of a Service Interruption or a Critical Outage the Customer shall give notice of the same to EX Networks.

8.2 On becoming aware of a Service Interruption or following notification in accordance with clause 8.1 EX Networks shall (unless clause 10 applies):

8.2.1 specify to the Customer an estimated time scale for resumption of the Service which is the subject of the Service Interruption;

8.2.2 use its reasonable endeavours to remedy the Service Interruption as soon as reasonably practicable; and

8.2.3 update the Customer as necessary until the provision of the Service which is the subject of the Service Interruption is resumed.

8.3 On becoming aware of a Critical Outage or following notification in accordance with clause 8.1 the Operator shall (unless clause 10 applies) in addition to its obligations specified in clause 8.2:

8.3.1 attend the location and assess the nature of the same and notify EX Networks of the anticipated action to be taken to remedy such Critical Outage no later than the Response Time; and

8.3.2 investigate the underlying causes of the failure and preserve any data indicating the cause of failure.

8.4 The Customer shall allow the Operator free access to the Rack Space at all times for so long as the Service Interruption or Critical Outage persists in order to inspect and/or test the Service and carry out any remedial works.

9 PLANNED MAINTENANCE

EX Networks shall give to the Customer at least twenty (20) days' notice in writing in advance of any work that it intends to carry out in relation to the Critical Services where such works will adversely affect the required service level or resilience of those Critical Services as specified in this Agreement, and such notice shall include details of the nature of the work to be carried out, the disruption to the Critical Services and the dates and estimated times for carrying out such work.

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 utilising 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 act omission or default by the Customer (or occurs within twenty eight (28) days of any such act omission or default), or is due to a Force Majeure Event, if a Critical Outage occurs during any calendar month, the Customer will receive a credit against the Service Fee as set out below:

Availability Duration of the Availability as % of the number of minutes in the relevant calendar month	Credit % reduction in Monthly Recurring Charge
< 100% but > 99.99%	5%
< 99.99% but > 99.9%	10%
< 99.9% but > 99.85%	15%
< 99.85% but > 99.8%	20%
< 99.8%	30%

provided that:

3.1.1 where a Cooling Outage occurs as a result of a Power Outage such credits shall be allowed only in respect of the Power Outage and the same shall be deemed to comprise just one (1) Critical Outage;

3.1.2 where a Critical Outage affects part or parts only of the Rack Space such credits shall be apportioned and allowed per Rack Footprint (and pro rata in the case of a part) within the Rack Space so affected;

3.2 EX Networks shall not be required to allow such credits in respect of more than four (4) Critical Outages in any one period of twelve (12) months during the Term, and any such credits shall be set off against the Service Fee or other amounts due to EX Networks for the next following Payment Date (or such longer period if appropriate) or, if no such sums are due, such credit shall be paid by EX Networks to the Customer within thirty (30) days of the expiry or earlier determination of the Term.

3.3 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.