

# EX Networks Limited

## Service Specific Agreement – Global Switch 2 (London East)

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Version 2.1

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

## GLOBAL SWITCH 2 DATA CENTRE

Data Centre Address: Global Switch House, 3 Nutmeg Lane, London E14 2AX

This Service Specific Agreement (the "SSA") is supplementary to and forms a part of the Master Services Agreement (the "MSA") between Customer and EX Networks Limited, and provides additional terms and conditions which are applicable to specific Services provided to Customer at the Data Centre. In the event of a conflict between the terms of this SSA and the terms of the MSA, the terms of this SSA will govern. Capitalised terms not otherwise defined herein shall have the meanings ascribed to them in the MSA.

### Definitions

"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 average temperature (measured from the Operator-installed low level air temperature sensors in the supply air corridor) of the Suite either: (a) exceeds 28 degrees Celsius for more than 60 consecutive minutes; or (b) falls below 16 degrees Celsius for more than 60 consecutive minutes, 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;

"CRC" means the Carbon Reduction Commitment (Energy Efficiency) Scheme under the CRC Energy Efficiency Scheme Order 2010 or any similar equivalent or successor scheme;

"Critical Outage" means a Cooling Outage or a Power Outage or a Humidity 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;

"Humidity Outage" means the average humidity (measured from the Operator-installed low level humidity sensors in the supply air corridor) of the Suite is either: (a) higher than a value corresponding with a relative humidity of 80% for more than 60 consecutive minutes; or (b) lower than a value corresponding with a relative humidity of 20% for more than 60 consecutive minutes; provided that at no time during the same period shall the power draw by the Equipment exceed the Maximum Power Draw or the Maximum Power Density;

"Humidity Service Level" has the meaning ascribed to it in this agreement;

“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: Global Switch Estates 2 Limited, Nova North, Level 2, 11 Bressenden Place, London SW1E 5BY;

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

“Power Payment Review Date(s)” means 1 January, 1 April, 1 July and 1 October in each year of the Term

“Power Outage” means the voltage level of the Power Delivery Point providing electrical power supply to the Equipment is nil;

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

“Suite” means the hall or suite in which the Customer’s rack space is located.

The Colocation Services are as follows:

#### **1. POWER**

The provision and maintenance of electrical power with a Power Service Level 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 Suite so that within the Suite an average air temperature measured from the temperature sensors located in the Data Hall with a Cooling Service Level within the temperature range of 16 degrees Celsius to 28 degrees Celsius , 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 with a Humidity Service Level within the relative humidity range of twenty percent (20%) to eighty percent (80%), 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 from 8:30am to 5:30pm Monday through Friday

#### 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 £5,000,000 for the duration of the Term; and

7.2.8 to supply to 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 Failure or a Critical Outage the Customer shall give notice of the same to EX Networks.

8.2 On becoming aware of a Service Failure 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 Failure;

8.2.2 use its reasonable endeavours to remedy the Service Failure 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 Failure 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; 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.

## 10 PAYMENTS IMPOSED BY OPERATOR

10.1 Customer shall pay to EX Networks on demand amounts equal to such liabilities, claims, demands, proceedings, damages, losses and proper costs and expenses as may be charged by Operator:

- (a) in connection with any application for consent made necessary by this agreement (including where consent is lawfully refused or the application is withdrawn);
- (b) incidental to or in reasonable contemplation of the preparation and service of a schedule of dilapidations (whether before or after expiry of the Term);
- (c) in connection with the enforcement or remedying of any breach of the covenants in this agreement on the part of the Customer and any guarantor; and
- (d) in compliance with and the implementation of the CRC or an environmental levy by the Operator including a fair share of the management and administrative costs incurred by the Operator in respect of the same and payments for allowances reasonably attributable to the Customer's use of the Customer Space and the Common Areas.

## 11. EXCESS POWER DRAW

- 11.1 The Customer acknowledges and agrees that:
- (a) EX Networks has calculated the fees, expenses and charges payable by the Customer to EX Networks under this agreement on the basis that the power draw by the Equipment shall not exceed the Maximum Power Draw; and
  - (b) if the power draw by the Equipment exceeds the Maximum Power Draw this will have a materially adverse effect on other occupiers of the Data Centre and the equipment owned by third parties which may from time to time be located in the Data Centre.
- 11.2 If the power draw by the Equipment exceeds the Maximum Power Draw then EX Networks may (but is not obliged to) give notice to the Customer of such breach (the **Excess Power Breach**) and the Customer shall within a period of twenty (20) days of such notice (or sooner in case of emergency) desist from the Excess Power Breach.
- 11.3 Without prejudice to any other remedy or right of claim on the part of EX Networks pursuant to this agreement if the Customer fails to desist from the Excess Power Breach within such period of twenty (20) days (or sooner in case of emergency) then the Customer will pay to EX Networks liquidated and ascertained damages calculated as follows:
- (a) where the power draw by the Equipment:
    - (i) in the case of the first Excess Power Breach: exceeds the Maximum Power Draw by more than 5% of the Maximum Power Draw; or
    - (ii) in the case of each subsequent Excess Power Breach: exceeds the Maximum Power Draw;
  - (b) and in either case by up to (but excluding) 100% of the Maximum Power Draw: a sum equal to 200% of one twelfth of the aggregate of the annual Service Fee and Non-technical Services Charge (as charged by Operator to Customer) then payable pursuant to this agreement; or
  - (c) where the power draw by the Equipment exceeds the Maximum Power Draw by 100% or more of the Maximum Power Draw: a sum equal to 400% of one twelfth of the aggregate of the annual Service Fee and Non-technical Services Charge (as charged by Operator to EX Networks) then payable pursuant to this Agreement.
- 11.4 The Customer acknowledges that the liquidated and ascertained damages calculated in accordance with **clause 11.3** shall apply and be payable irrespective of the duration that the power draw by the Equipment exceeds the Maximum Power Draw and on each occasion that the power draw by the Equipment is measured by Global Switch as being in excess of the Maximum Power Draw.
- 11.5 Notwithstanding this **clause 11** the parties agree that the liquidated and ascertained damages payable in accordance with **clause 11.3** are likely to be an insufficient remedy for any breach of **the obligation not to exceed the Maximum Power Draw** (including, without limitation, circumstances where the heat output of the Equipment exceeds an amount equivalent to the Maximum Power Draw) and that EX Networks is entitled to protect against such a breach by injunctive relief or specific performance.
- 11.6 Prior to each Power Payment Review Date the costs for power provided to the Rack Space shall be reviewed and on each such Power Payment Review Date the Monthly Recurring Charges may be increased by the Operator's reasonable and proper estimate



of the increase in the costs and expenses relating to the provision of electricity to the Rack Space equivalent to the Total Power Draw and to all plant and equipment (including but not limited to equipment for the cooling of, and humidity control within, the Suite) serving and/or installed in 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 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 the same is due to any act omission or default by the Customer or to destruction or damage by an Insured Risk, if a Critical Outage occurs:

- (a) for a period up to (and including) three (3) hours (from the time of the occurrence of the Critical Outage), then the Customer will receive a credit against the Service Fee of a sum equal to 20% of one twelfth of the annual Service Fee then payable pursuant to the relevant Service Order Form;
- (b) for a period between three (3) hours and six (6) hours (from the time of the occurrence of the Critical Outage), then the Customer will receive (in addition to any amounts under **clause 3.1(a)**) a credit against the Service Fee of a sum equal to 10% of one twelfth of the annual Service Fee then payable pursuant to the relevant Service Order Form;
- (c) for a period between six (6) hours and twenty-four (24) hours (from the time of the occurrence of the Critical Outage), then the Customer will receive (in addition to any amounts under **clauses 3.1(a)** and **3.1(b)**) a credit against the Service Fee of a sum equal to 10% of one twelfth of the annual Service Fee then payable pursuant to the relevant Service Order Form; and
- (d) for each subsequent period of twenty-four (24) hours (or part thereof), then the Customer will receive (in addition to any amounts under **clauses 3.1(a)**, **3.1(b)** and **3.1(c)**) a credit against the Service Fee of a sum equal to 40% of one

twelfth of the annual Service Fee then payable pursuant to the relevant Service Order Form;

provided that:

3.1.1 where a Cooling Outage and/or a Humidity 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 Customer Space such credits shall be apportioned and allowed per rack footprint (and pro rata in the case of a part) of the Customer Space so affected; and

3.1.3 EX Networks shall not be obliged to allow such credits unless and until the Customer first supplied to EX Networks evidence reasonably satisfactory to EX Networks that the occurrence of such Critical Outage has directly caused loss or damage to the Customer or to the Equipment;

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 40% 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.