



**DC₂
COLOCATION**

**SPECIFIC SERVICE
AGREEMENT**



DC2 Colocation Specific Service Agreement (“SSA”)

1. These terms and conditions govern the provision by Sapphire of colocation space within Sapphire’s DC2 colocation facility (the “Service”) and are supplemental to, form part of, and must be read with, the Customer Master Agreement entered into between Sapphire and the Customer.
2. These additional terms and conditions take effect and shall bind the parties immediately upon the application by the Customer to Sapphire for the provision of the Service.
3. Sapphire hereby grants the Customer a non-exclusive non-transferable right (the “Licence”) during the term of this SSA:
 - 3.1. to retain Customer equipment and materials (“Equipment”) within the Customer Allocated Space, as specified in Schedule 1, within Sapphire’s DC2 colocation facility (the “Facility”) as a licensee of Sapphire.
 - 3.2. from time to time during the term of this SSA, for those employees and representatives of the Customer previously notified to Sapphire in accordance with Sapphire’s security procedures, to enter the Facility for the purposes, on behalf of the Customer in its capacity as licensee, of installing, inspecting, repairing, configuring and/or maintaining the Equipment.
4. Sapphire warrants that it has the right to grant the Licence.
5. The Customer may not store any Equipment outside the Customer Allocated Space within the Facility.
6. The Customer acknowledges and agrees that the Equipment will be in an area containing the equipment of other Sapphire customers and that the use of the Facility will be shared with Sapphire and other customers.
7. Sapphire will provide temporary storage for goods in and out purposes where the Customer may, at Sapphire's discretion and subject to availability, hold Equipment that is either going to be installed or has been removed from the Facility.
8. Sapphire can provide permanent storage for such purposes as holding spares for Customer Equipment already installed in the Facility at Sapphire's discretion and subject to availability.
9. All equipment held in storage is at the Customer’s own risk. The Customer will not hold Sapphire responsible for any loss or damage to any stored Equipment.
10. As part of its security procedures, Sapphire reserves the right to refuse any person entry to its premises or the Facility or access to the Equipment, including any employee as well as any third party representative in respect of whom the Customer has failed to request rights of access from Sapphire in accordance with Sapphire's security procedures. Sapphire will not be responsible for the consequences of any such refusal or failure or delay by the Customer in notifying Sapphire of its access requirements.
11. Sapphire hereby agrees to provide the services as set out in Schedule 1.
12. The Customer shall be responsible at its own expense for supplying and installing the Equipment at the Facility in accordance with an installation plan and timetable agreed with Sapphire.
13. The Customer agrees that Sapphire may temporarily disconnect the power supply to the Equipment or any part thereof for the purposes of investigating and rectifying any reported problems or carrying out maintenance relating to the Equipment, the Facility, Sapphire’s premises or other equipment within Sapphire’s premises. Wherever reasonably practical (emergencies excluded) Sapphire will give advance notice of such disconnection and use all reasonable endeavours to cause minimum disruption to the operation of the Equipment.
14. Sapphire shall have the right, subject to giving not less than thirty (30) days prior written notice to the Customer, from time to time during the term of this SSA to require all or some of the Equipment to be moved from its location within the Facility to another location within the Facility or to another Sapphire facility. All reasonable costs and expenses arising in connection with such relocation of the Equipment shall be borne by Sapphire.



15. Sapphire agrees that in specifying the timescale for any relocation of the Equipment, Sapphire shall, where reasonably practical, consult with the Customer about any relocation of the Equipment and use all reasonable endeavours to specify a timescale which causes minimum disruption to the operation of the Equipment.
16. The monthly Subscription invoiced to the Customer shall be as stated on the Application Form.
17. The Customer shall provide on application a cash security deposit equal to three (3) month's subscription. This amount shall serve as a security for the performance of all the Customer's obligations towards Sapphire.
18. Sapphire shall return the security deposit to the Customer within three (3) months after the expiry of the term of this SSA provided that the Customer is not in breach of this SSA and/or the CMA.
19. The Customer hereby warrants and undertakes:
 - 19.1. to pay Sapphire the Subscriptions and Charges, including any setup fees, in accordance with the CMA.
 - 19.2. to maintain an up-to-date, complete and accurate inventory of the Equipment and provide Sapphire promptly with complete, accurate and up-to-date information relating to the Equipment, answers to queries, decisions and approvals as reasonably requested by Sapphire from time to time in connection with this SSA.
 - 19.3. to ensure that the Equipment is clearly identified as belonging to the Customer.
 - 19.4. to ensure that the Equipment conforms at all times with the environment and operating parameters specified by Sapphire from time to time and make all necessary adjustments.
 - 19.5. to maintain the Equipment to a standard which ensures that at all times the Equipment is safe and complies with all applicable health and safety standards.
 - 19.6. not to replace the Equipment or to make any modification, alteration or addition to the same which results in material changes to the floor loading, heat output, power consumption and environmental conditions of the Equipment and Facility without the prior written consent of Sapphire.
 - 19.7. not make nor permit any person other than Sapphire to lay any cabling or make any connection or disconnection of any equipment or power outside the Customer Work Space as specified in Schedule 1 without the prior written consent of Sapphire.
 - 19.8. to comply with Sapphire's health and safety instructions issued from time to time in particular relating to:
 - 19.8.1. the condition of the Facility, including those relating to the disposal of rubbish and hazardous material, and ensure that the Facility is kept tidy and safe at all times.
 - 19.8.2. any installation and/or cabling works.

Should the Customer, its agents, employees or subcontractors be found engaging in works which are conducted in an unsafe manner or creating an unsafe environment, Sapphire may stop such works until such works or environment are made safe.

 - 19.9. not to restrict access to the Equipment and the Facility for Sapphire, its employees, agents and subcontractors at any time.
 - 19.10. not cause in the exercise or purported exercise of the rights granted under the Licence any injury or damage to, and in the case of equipment, interference with, any person or property including (without limitation) the Facility and any equipment owned by Sapphire or third parties which may from time to time be located in the Facility and to indemnify Sapphire and keep Sapphire fully and effectively indemnified against all actions, proceedings, costs, claims, demands, liabilities and expenses (including reasonable legal and other fees and disbursements) suffered, incurred or paid by Sapphire, its employees, agents, subcontractors and other customers as a result of any personal injury, death, property damage or interference arising out of the intentional or negligent acts or



omissions of the Customer, its employees, agents, and subcontractors or any defects in the Equipment, provided that the Customer shall have no liability under this Clause in respect of any injury or damage caused by the negligence of Sapphire, its employees, agents and subcontractors in the course of carrying out the Sapphire Services.

- 19.11. that if any interference occurs between the Equipment of the Customer and the equipment of a third party, the same shall be resolved by Sapphire in such manner as Sapphire directs to which the Customer shall comply.
- 19.12. at the end of the term of this SSA to disconnect and remove the Equipment from the Facility or on demand to pay all reasonable costs and expenses incurred by or on behalf of Sapphire relating to the disconnection and removal of the Equipment. The Customer agrees that, if the Equipment has not been removed within thirty (30) days after its removal, Sapphire will have the right to dispose of the Equipment at its discretion and charge the Customer accordingly.
20. Sapphire will provide Colocation Support (“Support”) as may be required by the Customer from time to time in response to a request by the Customer. The current Support details are set out in Schedule 2.
21. Sapphire warrants to the Customer that it will perform the Support with reasonable care and skill but Sapphire does not warrant or undertake that the Support will cause the Equipment to operate without fault or interruptions. Sapphire’s obligation and the Customer’s exclusive remedy under this warranty is for Sapphire to re-perform the defective Support at Sapphire’s own expense within a reasonable period of time, provided written notice of the warranty non-conformance is given within two (2) working days of the Support being performed.
22. The Equipment shall at all times be at the Customer’s risk and the Customer shall be responsible for insuring the Equipment against all risks (including without limitation, fire, theft and flood) and for obtaining such other insurance cover (including without limitation, consequential loss and loss of profits cover) as may be appropriate.
23. The Customer can terminate this Service in accordance with the provisions set out in Schedule 4.
24. The obligation to pay for the Service shall arise on the Commencement Date specified by the Customer or on the date that the Customer begins installing the Equipment, whichever is the sooner, save that if Sapphire are not ready to offer the Service by the Commencement Date, the obligation to pay shall arise two weeks after Sapphire notify the Customer in writing that they are ready.
25. Sapphire will invoice the Customer monthly for the Service. The first invoice for the Service will contain any partial charges for the provision of the Service that month, calculated pro-rata from the date of activation for that period of billing. Thereafter, the Customer will receive full monthly-consolidated invoices in respect of the Service.
26. Sapphire can terminate this Service by giving three months written notice in the event that the Customer is not contracting any Sapphire Internet services for this Service.



Schedule 1

Service Description

CUSTOMER SPACE

Within the Facility, Sapphire will provide the Customer with one or multiples of the following as specified on the Application Form:

- Standard Rack - 42U 600x1200 rack included

The Customer may use the Standard Rack footprint to install their own rack or cabinet only in situations where the equipment comes preinstalled in its own rack or cabinet and which must not exceed 2m in height. Sapphire, at its discretion, will charge for this service depending on how many Standard Rack footprints are required to cater for the Equipment.

The “Customer Allocated Space” is defined as either:

- In the case of a Standard Rack, all the area within the rack itself and bound by the walls and doors of the rack from its base to the height of the rack.
- In the case of a Standard Rack footprint, all the area within the Customer installed rack or cabinet.

The Customer may not store any Equipment outside the Customer Allocated Space within the Facility.

The “Customer Work Space” is defined as, in addition to the Customer Allocated Space, the area directly beneath the Customer Allocated Space for access to the commando sockets and the area directly above the Customer Allocated Space for access to the lower cable basket.

The Customer Work Space will only be used by the Customer for operating and conducting various data centre functions and activities, including operating computer hardware and software, location of equipment, tools and other property, and staging, setup and build activities. Customers are not allowed to carry out any works outside their Customer Work Space.

For the sake of clarity, Customers may use the cable baskets within their Customer Work Spaces to lay cables between adjacent Customer Work Spaces. Customers may NOT lay cables across the Customer Work Spaces of other customers.

Any Customer requiring a connection between non-adjacent Customer Spaces must contract a Cross-Connect service from Sapphire.

CROSS-CONNECT SERVICES

On receipt of a written request from the Customer, Sapphire can provide the following services:

<i>Item</i>	<i>Installation</i>	<i>Monthly subscription</i>
Cat6 Cross-Connect installation	£100 per port	£50 per port
OM3 Multimode Cross-Connect installation	£200 per port	£100 per port

ENVIRONMENT & OPERATING PARAMETERS

Power

Sapphire will supply four thousand (4k) watts per Standard Rack or footprint via two 32A commando sockets, each socket from a separate power supply.

Floor Loading

The total weight of all equipment installed within a Standard Rack must not exceed 370Kg. The total weight on a Standard Rack Footprint (including the Customer rack/cabinet) must not exceed 500Kg.

Cooling

Sapphire will provide sufficient cooling to maintain the temperature of the Facility between 17 and 27 degrees centigrade.



Schedule 2 Colocation Support

STANDARD SUPPORT

Standard Support is provided 24 hours per day, 7 days per week and consists of the following:

1. Check alarms on the Equipment.
2. Receive notification of circuit faults from the Customer and notifying the Customer of clears.
3. Provide access for authorised Customer staff and representatives according to access procedures then in force.
4. Liaise with the Customer regarding equipment and circuit installations at the Facility

These items will be provided as soon as is reasonably practicable following receipt of a specific Customer request

REMOTE HANDS

Remote Hands is available 24 hours per day, 7 days per week and consists of the following:

1. Reset, reboot and power on/off of Customer's Equipment
2. Unplug/plug network or peripheral cables from the Customer's Equipment
3. Check for console output with simple display commands only, from the Customer's Equipment
4. Handling RMA requests as part of the Goods In/Out process

These items will be provided as soon as is reasonably practicable following receipt of a specific Customer request.

Some Remote Hands is included with monthly subscriptions as detailed in the list below in 1/2 hour increments or part thereof and will then be charged at £100 per 1/2 hour thereafter:

Customers with:

Up to 10 Standard Racks or Footprints	2 hours per month
11-20 Standard Racks or Footprints	4 hours per month
21+ Standard Racks or Footprints	6 hours per month

EXPERT RESPONSE

Expert Response support may be requested 24 hours per day, 7 days per week but will only be available during working hours. These services will be conducted or supervised by a senior network engineer that can operate at a CCNA/CCNP level. Examples of the type of support that Expert Response can provide are as follows:

1. Change-out faulty modems and plug-in type cards, using spares provided by the Customer.
2. Performing console commands on the Customer's Equipment to facilitate network connectivity resolutions
3. Configuration and firmware loads

Expert Response is chargeable at £300 per hour during normal working hours. Normal working hours are Monday to Friday (except public holidays), 09:00 to 18:00. In the event that works are conducted out of normal hours for emergency purposes at Sapphire's discretion, a £300 call out fee will additionally be applied

On receipt of a request for Expert Response from the Customer outside normal working hours, Sapphire will contact the Customer once normal working hours resume confirming these charges and arrange a time to carry out the works.

If the works are to be contracted in for emergency purposes, confirmation will be made as soon as possible



CONTACT POINTS

Sapphire's Support contact details are as follows:

Tel: +350 20049784

Fax: +350 20047271

E-Mail: noc@sapphire.gi

Problems may be reported 24 hours per day, 7 days per week via e-mail and fax, or during normal working hours by phone. Any request made by e-mail or fax will be answered within one hour of receipt of the request. All communications will be made in English.

Any technical communications from Sapphire to the Customer will be made to the Technical Contact as specified in the Application Form.



Schedule 3 Service Level Agreement

If Sapphire fails to meet one or more of the service levels set out in the tables below in any calendar month, the Customer shall be entitled to receive the applicable Service Credit as set out in such table, save that where more than one service level is breached, Sapphire shall only be obliged to pay the higher of the Service Credits that are due as a result of the service level failures.

Service Levels relating to power

CATEGORY	DESCRIPTION	SERVICE LEVELS	SERVICE CREDITS
Power	Simultaneous failure of power to any power circuit (A-feed) and its associated redundant power circuit (B-feed), in each case such that power cannot be drawn from the circuit's 'commando socket' in the floor space beneath the applicable rack in the Customer Area.	100% up-time measured over one calendar month.	< 100% but greater than or equal to 99.99% - 5% Service Credit < 99.99% but greater than or equal to 99.95% - 10% Service Credit < 99.95% but greater than or equal to 99.90% - 15% Service Credit < 99.90% but greater than or equal to 99.70% - 20% Service Credit < 99.70% but greater than or equal to 99.00% - 30% Service Credit < 99.00% - 100% Service Credit

Service Levels relating to cooling

CATEGORY	DESCRIPTION	SERVICE LEVELS	SERVICE CREDITS
Cooling	Internal Customer Area temperature of no more than 27°C or less than 17°C	No more than 27°C and no less than 17°C for 99.95% or more of the time per calendar month	< 99.95% but greater than or equal to 99.70% - 5% Service Credit < 99.70% but greater than or equal to 99.50% - 10% Service Credit < 99.50% but greater than or equal to 99.30% - 15% Service Credit < 99.30% but greater than or equal to 99.00% - 20% Service Credit < 99.00% but greater than or equal to 90.00% - 30% Service Credit < 90.00% but greater than or equal to 70.00% - 40% Service Credit < 70.00% - 100% Service Credit

In each case, the Service Credit will be a percentage of the monthly fee for those racks affected by the failures within the calendar month that the failures occurred.

The Customer may claim a Service Credit by giving written notice to Sapphire by the end of the calendar month following the month in which the relevant service level failure occurred, and on receiving such notice Sapphire will confirm the monetary value of the Service Credit and apply it as a credit against the next invoice.

Service Credits prescribed in respect to any service level failure shall be the Customer's sole and exclusive remedy for a service level failure.



Schedule 4 Termination

TERMINATION NOTICE

The Customer may terminate the Service at the end of any calendar month by giving at least three months notice in writing.

TERMINATION CHARGES

There are no termination charges.