

Service Specific Terms



Co-Location Services

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1. The Service – Overview

- 1.1 The Co-Location service (the “Co-Location Service”) provides Customer with use of and access to Vodafone’s data centres for its IT and hosting infrastructure. The Service comprise of the provision of space, power, cooling, network connectivity and physical access to Vodafone’s secure data centres. The term “**Service**” or “**Services**” in these Service Terms means the Co-Location Service.

2. Service Term Structure

- 2.1 These Service Specific Terms include:
- (a) the service specification, which sets out a description of the Service, including optional Service Elements, complementary Services (where applicable), and may be updated from time to time (the “**Service Specification**”). The specific Service Elements selected by Customer will be set out in the Commercial Terms and/or Order; and
 - (b) the service levels, which set out the standards that will be applied to the provision of the Service (the “**Service Levels**”).
- 2.2 The following documents further govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
- (a) the Commercial Terms;
 - (b) the General Terms;
 - (c) the Fixed Service Terms set out at www.vodafone.co.uk/terms
 - (d) the Order, which confirms the Service Elements selected by/for Customer; and
 - (e) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. The Service and Equipment

- 3.1 The Co Location Services may be supplemented by the following optional Service Elements, each described further in the Service Specification:
- (a) Hosting Internet Access service;
 - (b) installation and provision of additional cabling and patch panels;
 - (c) installation of additional physical security controls;
 - (d) a Remote Hands and Eyes Service; and
 - (e) Professional Services
- 3.2 Vodafone will support and maintain the Data Centre environment in accordance with the Service Levels.

4. Service Specific Conditions of Use

- 4.1 **Customer Obligations.** Customer shall:
- (a) nominate a Customer representative who must be able to make financial and contractual decisions relating to Customer Equipment and Customer’s use of the Co-Location Services (“**Customer Representative**”);
 - (b) if Vodafone provides Customer with any Professional Services, carry out the tasks allocated to Customer under any project plan agreed with Customer Representative;
 - (c) comply with the change management process set out below when Customer wants to install or remove Customer Equipment;
 - (d) not install or use Customer Equipment in any fashion which would, in Vodafone’s reasonable opinion, be likely to impair the efficient and secure operation of the Data Centre;

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- (e) if Vodafone agree that Customer can provide Customer's own cabinets, ensure that these must comply with Vodafone's requirements which Vodafone makes available to Customer from time to time;
 - (f) give Vodafone (and any Third Party Provider) access to Customer's cabinets and/or cages to the extent necessary for Vodafone to: comply with any Applicable Law or regulation; comply with any police or court order (or similar); avoid loss or damage or harm to any person, any equipment or the Data Centre; or undertake any repairs in the Data Centre. Vodafone will aim to give Customer a minimum of 48 hours' notice of such an access requirement. In an emergency Vodafone will use Vodafone's reasonable endeavours to contact Customer in advance where practicable;
 - (g) ensure that Vodafone can access Customer's cabinets and/or cages without having to contact Customer (for example, leaving an access code or set of keys with Vodafone) in order for Vodafone to exercise Vodafone's access rights under paragraph 4.1(f);
 - (h) comply with Vodafone's health and safety, and security policies when inside the Data Centre, including by entering only those parts of the Data Centre necessary to access Customer's cabinets and/or cages, and by not interfering with any other customers' cabinets or equipment;
 - (i) not take any photographs or videos inside the Data Centres, except where prior written permission is obtained from Vodafone at least 72 hours in advance and Customer allows Vodafone the opportunity to review (and where Vodafone have reasonable concerns, delete) any photographs or videos Customer has taken;
 - (j) not publically disclose the location of the Data Centre;
 - (k) not bring any cardboard or packaging (other than antistatic protection) into the data halls of the Data Centre;
 - (l) keep Customer's cabinets and cages tidy and promptly remove all rubbish and packing materials from the Data Centre;
 - (m) do not use cabinets and cages as storage facilities for redundant devices, hard drives, memory, etc.;
 - (n) procure that Customer's employees and contractors are aware of and will comply with these obligations;
 - (o) on reasonable request from Vodafone, provide a written reference to any third party in relation to the Co-Location Services provided by Vodafone to Customer;
 - (p) consent to featuring in a Vodafone case study for the purpose of marketing the Co-Location Services to third parties, and not unreasonably withhold any consent required to use Customer's name, logos, and branding on that case study material;
 - (q) ensure Vodafone has, at all times a list of Customer contacts who are appointed and authorised by Customer to request access to the Data Centre where Customer Equipment is installed; and
 - (r) comply with any other obligations that Customer have as set out in these Service Specific Terms, or elsewhere in the Agreement or as reasonably notified to Customer by Vodafone from time to time.
- 4.2 **Insurance:** Customer must (i) insure Customer Equipment against all risks of physical loss or damage in an amount of no less than £1,000,000 and (ii) carry public liability, property damage, and employer's liability insurance relating to Customer's occupation of the Data Centre in an amount of no less than £5,000,000.
- 4.3 **Third Party Providers:**
- (a) Vodafone will use a Third Party Provider or Vodafone Group Company that has the necessary authority to provide a Service Element where required by Applicable Law. Vodafone may novate any Service Agreements as required in order to comply with Applicable Law.
 - (b) Customer may request Vodafone act as its agent for the purposes of dealing with any Third Party Provider (including for placing orders, reporting service faults and for receiving invoices from and making payments to such Third Party Provider(s)).
 - (c) Customer shall be aware that in certain geographic locations, Vodafone will provide the Services through the use of a local Third Party Provider.

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- (d) Third Party provider terms will be set out in a separate agreement directly between the Customer and the Third Party provider. If Customer fails to accept the Third Party's terms and conditions, Customer will not be able to access the affected Service Elements and Vodafone is excused from liability for failure to deliver.
- 4.4 **Service Monitoring:** Customer gives express consent for Vodafone to monitor Customer's use of the Service (and disclose and otherwise use the information obtained) only to: the extent allowed by Applicable Law; comply with Applicable Law; protect the Network from misuse; protect the integrity of the public internet and/or Vodafone's systems and Networks; the extent necessary to determine if Customer has breached any conditions or restrictions on use of the Service; provide the Service; and/or take other actions agreed or requested by Customer.
- 4.5 **Right to Resell:** Customer is permitted to resell, distribute, provide and sub-licence the Service and Equipment to Users to the extent required to achieve the purpose (each action is a "**Resale**"). For each Resale, Customer will: (a) be responsible for Users' use of, and all dealings with Users about, the Service (including providing support); (b) require each User to agree in writing to abide by the obligations set out in this Agreement that relate to Users, including restrictions on use and misuse of the Service; (c) not make any representation, warranty, offer, indemnity, or other commitment to any User on Vodafone's behalf; (d) comply with all Applicable Laws pertaining to resale, including maintaining any licences or other governmental approvals; and (e) reimburse Vodafone for any costs or expenses Vodafone incurs as a result of any breach by Customer of this clause.
- 4.6 **No Tenancy:** Customer acknowledges that these Service Terms do not confer a right of exclusive possession in respect of any part of the Data Centre or of the spaces occupied. Nothing in these Service Terms is intended to create a tenancy and at the end of the Initial Term Customer will have no right to remain at or use the Data Centre.
- 4.7 **Superior right:** These Service Specific Terms are expressly made subject and subordinate to the terms and conditions of any underlying ground or facilities lease or other superior right by which Vodafone or Vodafone Group Companies have acquired its interest in the Data Centre. Customer agrees to comply with any terms and conditions of such superior right.
- 4.8 **Energy price rise:** In addition to clause 11 of the General Terms, Customer acknowledges that Vodafone may increase all or any Charges as a result of an increase in an Energy Suppliers rates, but no less than 30-days notice shall be given prior to implementing the change.
- 4.9 **Termination of Services:** On termination or expiry of the Co-Location Services, the Customer must promptly remove Customer's Equipment. Vodafone will then, unless Vodafone agree that Customer can do it, clear out Customer's cabinets and tidy the remaining cabling at a reasonable charge to Customer.
- 4.10 **General:** If there is any inconsistency between the Order and the Solution Design Document, the terms of the Order shall prevail.

5. Service Change Request Procedure

- 5.1 Any change to the Service shall be subject to the following service change request procedure ("Service Change Request Procedure"):
 - (a) If either Party wishes to propose a change, it shall notify the other Party of that fact by sending a written request to the other Party's account manager/representative or via the Vodafone customer portal (if applicable), specifying in as much detail as is reasonably practicable the nature of the requested change.
 - (b) As soon as reasonably practicable after sending or receiving a written request for a change, Vodafone shall provide the Customer with a brief written proposal in relation to the relevant change (a "Change Control Proposal") including, where applicable, the following information: (i) details of the proposed change and its impact on the Service including, without limitation, any changes to the Service, Service Levels and any other variations to the Service Specific Terms; (ii) a statement of the cost and expense of implementation and ongoing operation of the relevant change, including any alteration of the Charges or additional Charges relating to the proposed change; (iii) a timetable for the implementation of the change; and (iv) details of the impact, if any, of the proposed change on any existing Services.

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- (c) The Customer shall review Vodafone's Change Control Proposal as soon as reasonably practicable and will either accept or reject the proposed Change Control Proposal. If the Parties agree with the proposed Change Control Proposal, they shall issue an amendment to the Service Specific Terms authorising the change in the form of a change Order.
- (d) If it is necessary to use additional resources or to incur any other additional costs in making a change, they shall be calculated as a change to the Charges. Vodafone shall have no obligation to commence work in connection with any change until a relevant change Order authorising a change is executed by the Parties in writing.
- (e) Where a new Customer Site is added via the Service Change Request Procedure or where a configuration change to an existing Customer Site has been approved via the Service Change Request Procedure, Vodafone will notify the Customer of specific requirements at the Customer Sites.

6. Data Protection

6.1 Vodafone shall act as Data Controller save where Vodafone provides a Service to host any User Personal Data on behalf of Customer, where Vodafone shall act as Data Processor for hosting only and the following clauses shall apply:

- (a) Vodafone (and their subcontractors):
 - (i) may Process User Personal Data for: (i) provision and monitoring of the Service; or (ii) any other purpose agreed between the parties subject to Customer's prior written consent. Additional instructions require prior written agreement and may be subject to Charges. Customer shall ensure that its instructions comply with Applicable Laws.
 - (ii) may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.
 - (iii) may engage another processor (a "Sub-Processor") to carry out processing activities in the provision of the Services or to fulfil certain obligations of Vodafone under the Agreement. Vodafone shall inform the Customer of changes to Sub-Processors where Vodafone is required by Applicable Privacy Law by (a) providing at least ten (10) Working Days' prior notice, or (b) listing the new or replacement Sub-Processor on www.vodafone.co.uk at least ten (10) Working Days before Vodafone authorises and permits the new or replacement Sub-Processor access to User Personal Data in order to give the Customer the opportunity to reasonably object to such changes. Vodafone will enter into a contract or other legal act with the Sub-Processor and will impose upon the Sub-Processor substantially the same legal obligations as under this clause 6 to the extent required by Applicable Privacy Law and that the Sub-Processor is carrying out the relevant processing activities. Vodafone shall remain liable to the Customer for the performance of that Sub-Processor's obligations.
 - (iv) may retain the User Personal Data for as long as is required to deliver the Service and shall destroy or return (at Customer's option) User Personal Data in its possession upon termination of the Agreement, save where Customer opts for Vodafone to retain User Personal Data subject to a new hosting agreement.
 - (v) shall limit access to User Personal Data to those necessary to meet Vodafone's obligations in relation to the Service and take reasonable steps to ensure that they: (i) are under an appropriate statutory obligation of confidentiality; (ii) are trained in Vodafone's policies relating to handling User Personal Data; and (iii) do not process User Personal Data except in accordance with the Customer's instructions unless required to do so by Applicable Law.
 - (vi) shall (i) provide appropriate technical and organisational measures for a level of security appropriate to the risks that are presented by Processing; and (ii) comply with the security requirements contained in the Vodafone information security policies based on ISO 27001;
 - (vii) shall (i) provide Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with Applicable Privacy Law including any personal data breach notification; (ii) without undue delay, notify Customer of any unauthorised access to User Personal Data of which Vodafone becomes aware, which results in loss, unauthorised

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disclosure or alteration to the User Personal Data; and (iii) where required by Applicable Privacy Law and requested by the Customer (prior to the processing), provide the Customer reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority.

- 6.2 **Audit:** Customer shall with respect to any right of audit, including inspections, which they may have under Applicable Privacy Law relating to data protection, agree to exercise such right as follows: (a) no more than once per annum following the Agreement Start Date, request to meet (on a mutually acceptable date) with one or more senior representatives of Vodafone's security and/or audit department to review Vodafone's security organisation and the best practice and industry standards which Vodafone meets or to which it aspires, including, without limitation, ISO 27001 (or equivalent), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply (the model contract clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to data-processors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time), nothing in this clause 6.3 amends or varies those standard clauses nor affects any data subject or supervisory authority's rights under those clauses; and (b) be responsible for reviewing the information made available by Vodafone and making an independent determination if the Services meet the Customer's requirements and legal obligations as well as its obligations under clause 6.
- 6.3 **Transfer of User Personal Data out of the EEA:** Vodafone may transfer User Personal Data to countries outside the European Economic Area only to the extent that (i) User Personal Data is transferred on terms substantially in accordance with the Transfer Contract Clauses for the transfer of Personal Data to processors established in third countries; (ii) that the transfer of User Personal Data does not put any member of Customer Group in breach of its obligations under Applicable Privacy Law; or (iii) it is required to do so by Union or Member State law to which it is subject; in such a case, Vodafone shall inform the Customer of that legal requirement before processing, unless that law prohibits such information.
- 6.4 **Law enforcement authorities: Vodafone:** (i) may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required by Applicable Law to disclose User Personal Data to persons other than Customer; (ii) will not be in breach of its obligation to Customer in complying with such obligations to the extent legally bound; and (iii) shall notify Customer as soon as reasonably possible of any such demand unless otherwise prohibited.
- 6.5 **Enquiries from Users:** Vodafone shall, where the Customer is required under Applicable Privacy Law to respond to enquiries or communications (including subject access requests) from Users and taking into account the nature of the processing (i) without undue delay pass on to Customer any enquiries or communications (including subject access requests) that Vodafone receives from Users relating to their User Personal Data or its Processing; and (ii) assist the Customer by appropriate technical and organisational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.
- 6.6 **Addition of Sub-Processor**
- (a) Vodafone will appoint IBM Limited (UK) and its group companies ("IBM") as Vodafone's Sub-Processor of personal data for the Service, effective on or about 1 April 2019.
 - (b) Vodafone has entered into an agreement with IBM that imposes upon IBM the same legal obligations for data processing activities as provided in the Agreement. Vodafone has put in place appropriate technical and organisational measures to allow for continuous protection and security of personal data. Any transfer of personal data from Vodafone to IBM shall be undertaken in compliance with Applicable Privacy Law.
 - (c) The Customer is deemed to have provided its prior specific authorisation for Vodafone to engage IBM as a Sub-Processor in satisfaction of Article 28(2) of the GDPR without the requirement for any further notification or obligations to be placed upon Vodafone.

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1. Co-Location Service Elements

1.1 Access:

- (a) Customer may access the Data Centre at any time (24/7) provided Customer has given Vodafone a minimum of 24 hours' notice by telephone or email. In the case of an emergency, Vodafone will use reasonable efforts to accommodate a request for earlier access.
- (b) In shared locations Vodafone may request Customer to be escorted during Customer's visit.
- (c) When visiting the Data Centre, Customer (and any third party engaged by Customer or anyone visiting on Customer's authority), must follow Vodafone's policies, procedures, and health and safety rules. Vodafone may require Customer to leave the Data Centre if Customer fails to comply with any of Vodafone's policies, procedures or rules.

1.2 Electricity:

- (a) Each cabinet is provisioned with a pair of power distribution bars connected to each of the power circuits. It is Customer's responsibility to connect Customer Equipment to the power distribution bars.
- (b) Customer will specify the electricity capacity (in kW) that Customer will require for Customer's cabinet(s) in the Order "Customer's Kilowatt Capacity".
- (c) Customer may not exceed Customer's Kilowatt Capacity. If Customer needs extra capacity Customer may apply for an increase to Customer's Kilowatt Capacity. Vodafone may reject such a request for any reason including; because Vodafone has no spare capacity at the Data Centre or there is a risk that Customer's cabinet or the associated infrastructure will be overloaded.

1.3 Service Limitations:

- (a) Customers use of the Data Centre is limited by the following constraints, unless specified otherwise within the Solution Design Document or on the Order form:
 - (i) Customer Equipment must fit inside the cabinet(s) in line with good industry practice and the manufacturer's guidelines, with specific consideration given to electrical loading and to air flow requirements notified to Customer by Vodafone;
 - (ii) a maximum power consumption limit of 2kW per cabinet or 80W per square foot, whichever is the lesser;
 - (iii) a maximum floor loading of: (a) 350kg per cabinet for non-ground floor locations (including the weight of the cabinet itself); and (b) 800kg per cabinet for ground floor locations (including the weight of the cabinet itself);
 - (iv) an average heat output of no more than 2kW per cabinet or 80W per square foot, whichever is the lesser;
 - (v) subject to any maximum power draw limit stated in the Solution Design Document or the Order, power draw on a pair of resilient power circuits may not exceed 40% of the aggregate capacity of the resilient pair of circuits and neither circuit may exceed 80% of its own capacity; and
 - (vi) Customer Equipment must have a power factor of between 0.9 lagging and 0.95 leading, inclusive. If Customer Equipment exceed this range, Vodafone may require Customer to remove such equipment or increase Customer's Kilowatt Capacity.
- (b) Vodafone may cease the electricity supply to Customer's Equipment; and/or require Customer to remove Customer's Equipment from the Data Centre in the event Customer breaches these Service Specific Terms.
- (c) Vodafone accept no liability for any work undertaken by Vodafone's employees or agents at Customer's direction.
- (d) Vodafone reserve the right to remove, turn off, or refuse the installation of any Customer Equipment Vodafone believe presents a risk to the health and safety of people or property in the Data Centre, or presents a serious risk to the service Vodafone provides to Vodafone's other customers.

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- (e) Customer agrees that Customer will not make any claims against any third party who leases Data Centre space to Vodafone, or who provides Vodafone with data centre management services in respect of the Services Vodafone provides to Customer.

2. Optional Service Elements

2.1 The Co-Location Services may be supplemented with any of the following optional services for an additional charge. The Solution Design Document and/or the Order and/or the Commercial Terms will specify the additional optional Service Elements Customer has purchased.

- (a) **Hosting Internet Service:** this gives Customer connectivity from Customer Equipment to the Vodafone global IP backbone and the public Internet. This Service Element includes the activation of a port (or ports) on Vodafone's network equipment and the setup and maintenance of IP addresses and routing for Customer Equipment;
- (b) **installation and provision of additional cabling and patch panels:** this gives Customer direct connections between physically separate components of Customer Equipment located in the same Data Centre. These connections can be provided either by Copper Cross Connects or Fibre Cross Connects;
- (c) **installation of additional physical security controls:** Vodafone can install additional physical security controls for Customer, such as card reader access controls, biometric access controls, CCTV cameras, and cages;
- (d) **Remote Hands and Eyes Service:** on-site engineering activities to be performed by Vodafone on Customer's behalf, such as rebooting or cycling power to Customer Equipment, visual inspections and reporting to Customer; and
- (e) **Professional Services:** Customer can purchase professional services to (i) customise the Services, (ii) implement non-standard network services, (iii) obtain additional services to meet Customer's individual requirements, and/or (iv) obtain project management in respect of Customer's solution.

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1. General Support Service Terms

- 1.1 Vodafone will provide Customer with Support Service for the Service Elements ordered by Customer.
- 1.2 Support Service is available in English only.
- 1.3 Support Service is available as shown below:

| Support Service | Service Cover Period |
|--|----------------------|
| Incident Management for Priority 1 & 2 Incidents | 24/7 |
| Service Request Fulfilment | Working Hours |

- 1.4 Incidents may be reported at any time during the Service Cover Period; however, Incident resolution will only occur during Working Hours for Priority Level 3 and 4 Incidents.
- 1.5 Customer must appoint primary and secondary points of contact responsible for accessing the Support Service and communicating with Vodafone during the relevant Service Cover Period. Customer will inform Vodafone, and keep Vodafone up-to-date with the appointed individuals' identity and level of access.
- 1.6 Customer shall provide all adequate information when reporting Incidents to enable Vodafone to diagnose and resolve. This information will include: (a) Customer name; (b) the name, telephone number and email address of the person reporting the Incident; (c) Customers contact name, telephone number and email address if different from 1.6 (b); (d) the physical location of the Incident; (e) the number of Data Centre locations affected by the Incident; (f) identification of the service or component the Incident is being reported against, such as, IP address, hardware reference, or similar identifiers; and (g) any other details that may be relevant to the diagnosis of the Incident (including symptoms, events or actions leading up to the Incident, any tests already carried out, any environmental conditions that may be causing the Incident).
- 1.7 Customer shall use all reasonable endeavours to ensure that the Incident has not arisen as a result of any matter that is not Vodafone's responsibility under this Services Agreement before reporting a suspected Incident to Vodafone.
- 1.8 Customer will complete all initial troubleshooting activity previously specified by Vodafone before reporting an Incident to Vodafone; and procure such co-operation from the end-users and from any of Customer's third party providers as is reasonably requested by Vodafone to assist in the management of Incidents.
- 1.9 Customer will: (a) reimburse Vodafone for reasonable expenses associated with other actions taken when Customer has reported an Incident caused by an Excluded Event; and (b) permit Vodafone to interrupt the Service to resolve a Priority Level 1,2 or 3 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).
- 1.10 Vodafone may temporarily interrupt the Service to carry out Planned Works. Vodafone will notify Customer in advance of any Planned Works. "**Planned Works**" means planned Vodafone-initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).
- 1.11 Customer may not refuse Planned Works that are required by Vodafone to ensure the integrity, supportability, security, performance or availability of any infrastructure that supports the Services for Customer or for any other customers.
- 1.12 Customer are responsible for notifying Customer's end users, customers or third party providers of any outage of Customer's Equipment or the Hosting Internet Access service due to Planned Works.

2. General Service Level Terms

- 2.1 Service Levels and Service Credit terms apply from the Service Commencement Date for the applicable cabinet depending on the Service Level measure, unless stated otherwise.
- 2.2 The Service Levels do not apply to Incidents caused by or connected to an Excluded Event.

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3. Service Availability

3.1 **Service Measure:** The Power Availability Service Level is only applicable to Customer if Customer has purchased and plugged into a pair of power feeds to the same cabinet.

3.2 The availability of the power feeds which Vodafone provide as part of the Services will be measured as the period in a Monthly Measurement Period during which at least one of the two power feeds is functioning.

3.3 **Service Level Calculation:** The following Power Availability calculation applies when determining the Power Availability during the Monthly Measurement Period:

| Service Type | Service Availability (Percentage or P) |
|---|---|
| Power Availability for each pair of power feeds | 99.98% |
| $P = \frac{A - B}{A} \times 100$ | |
| where: | |
| P = | percentage availability for the power feeds |
| A = | number of minutes in the relevant calendar month |
| B = | number of whole minutes in the relevant calendar month during which both power feeds to a cabinet were not functioning, excluding time where the power feeds were not functioning due to an Excluded Event. |

3.4 **Cooling Availability:** The availability of the air-conditioning systems which Vodafone provide as part of the Services will be measured as the period in a calendar month during which the temperature of the air supplied to Customer's Equipment falls within the range: 18°C – 29°C (inclusive, the "**Acceptable Temperature Range**").

3.5 The following Cooling Availability calculation applies when determining the Cooling Availability during the Monthly Measurement Period:

| Service Type | Service Availability (Percentage or P) |
|----------------------------------|---|
| Cooling Availability | 99.98% |
| $P = \frac{A - B}{A} \times 100$ | |
| where: | |
| P = | percentage availability of the air supplied to Customer Equipment within Acceptable Temperature Range |
| A = | number of minutes in the relevant calendar month |
| B = | number of whole minutes in the relevant calendar month during which the temperature of the air supplied to Customer Equipment fell outside the Acceptable Temperature Range, excluding time where the temperature fell outside the Acceptable Temperature Range due to an Excluded Event or the air temperature outside the Data Centre exceeding the Data Centre design. |

3.6 Hosting Internet Access Availability:

(a) The Hosting Internet Access Availability Service Level is only applicable to Customer if Customer has purchased Static Multiline Hosting Internet Access to Customer Equipment.

(b) The availability of the Hosting Internet Access service will be measured as the period of time in a Monthly Measurement Period during which Customer Equipment could access the Vodafone global IP backbone.

(c) The Hosting Internet Access service will be deemed to be available if at least one of the connections is functioning so as to allow Customer's Equipment to access the Vodafone global IP backbone.

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- (d) The following calculation applies when determining the Hosting Internet Access Availability during a Monthly Measurement Period:

| Service Type | Service Availability (Percentage or P) |
|--|--|
| Hosting Internet Access Availability | 99.98% |
| $P = \frac{A - B}{A} \times 100$ | |
| where: P = percentage availability for the Hosting Internet Access service to Customer Equipment A = number of minutes in the relevant calendar month B = number of whole minutes in the relevant calendar month during which Customer's Equipment could not access the Vodafone global IP backbone, excluding time where Customer's Equipment could not access the Vodafone global IP backbone due to an Excluded Event. | |

3.7 Internet Access Performance:

- (a) The Hosting Internet Access service will achieve a performance on the Vodafone global IP backbone that is less than or equal to the target performance parameters set out in the table below. The Monthly Target will represent both the target for the:
- monthly average value; and
 - upper limit for 95% of the target month:

| Region | Parameters | Monthly Target |
|--|----------------------|-----------------|
| Data Centre (UK or Ireland) to North America | network latency (ms) | At or below 90 |
| | packet loss (%) | At or below 0.2 |
| Data Centre (UK) to Continental Europe | network latency (ms) | At or below 20 |
| | packet loss (%) | At or below 0.2 |

4. Priority of Incidents

- 4.1 The following Priority Levels apply to the Service:

| Priority Level | Priority Level definitions | Examples |
|----------------|---|--|
| 1 | Total loss of Services | Loss of both power feeds to a cabinet |
| 2 | Services not performing in accordance with the Service Levels | Temperature outside the Acceptable Temperature Range |
| 3 | Issue that materially affects the use of the Services that is not a Priority Level 1 or 2 | Loss of a single power feed |
| 4 | Issue that does not materially affect the use of the Services | Investigations and advice about the Services |

5. Incident Resolution Times

- 5.1 For Priority Level 1 and 2 Incidents, the Incident Resolution Time is calculated as the number of whole hours between the time Vodafone issues a Trouble Ticket and the time Vodafone confirms to Customer that the Incident is resolved.

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| Priority Level | Incident Resolution Time |
|----------------|--------------------------|
| 1 | 4 hours |
| 2 | 4 hours |
| 3 | 48 hours |
| 4 | not applicable |

6. Service Credit

6.1 Service Credit for delay

- (a) Customer is entitled to a Service Credit if the Service Commencement Date is delayed beyond the Agreed Delivery Date.

| Delay in Service Commencement Date of: | Number of whole Working Days beyond Agreed Delivery Date | Service Credit (% of the One-Off Charge) |
|--|--|--|
| the core elements of the Services, for each calendar day after the Agreed Delivery Date until (but not including) the Service Commencement Date. | 1 to 25 days | 1% |

6.2 Service Credit for Power Availability

- (a) The Service Credit is a percentage of the monthly Recurring Charge for the affected cabinet during the Measurement Period. The following Service Credit applies to the Power Availability Service Levels:

| Difference in actual Availability % versus Service Level in the Measurement Period | Service Credit Percentage |
|--|---------------------------|
| 98.97 – 99.97% | 5% |
| 97.97 – 98.96% | 10% |
| 96.97 – 97.96% | 15% |
| 95.97 – 96.96% | 20% |
| 94.97 – 95.96% | 25% |
| ≤ 94.96% | 30% |

6.3 Service Credit for Cooling Availability

| Cooling Availability (P) | Service Credit (% of Space & Power / Facility Services monthly Recurring Charges for the affected cabinet(s)) |
|--------------------------|---|
| 98.97 – 99.97% | 5% |
| 97.97 – 98.96% | 10% |
| 96.97 – 97.96% | 15% |
| 95.97 – 96.96% | 20% |
| 94.97 – 95.96% | 25% |

Co-Location Service

Service Levels

Enterprise Customers



| Cooling Availability (P) | Service Credit (% of Space & Power / Facility Services monthly Recurring Charges for the affected cabinet(s)) |
|--------------------------|--|
| ≤ 94.96% | 30% |

6.4 Hosting Internet Access Availability

| Hosting Internet Access Availability (P) | Service Credit (% of monthly Recurring Charges for the affected static multiline connection) |
|--|---|
| 99.00 – 99.99% | 5% |
| 98.00 – 98.99% | 10% |
| 97.00 – 97.99% | 15% |
| 96.00 – 96.99% | 20% |
| 95.00 – 95.99% | 25% |
| ≤ 94.99% | 30% |

6.5 Service Credit for Incident resolution and Internet Access Performance

(a) Incident Resolution and Internet Access Performance are not eligible for Service Credits.

6.6 Service Credit Terms:

- (a) Customer must claim Service Credit via its Vodafone account manager within 30 days of the end of the Monthly Measurement Period. Service Credit will be applied to Customer's next bill after agreement that Service Credit is due.
- (b) Service Credits do not apply to any Incident connected to any Excluded Event.
- (c) The total Service Credit payable in any given Monthly Measurement Period may not exceed 30% of the monthly Recurring Charge.
- (d) The total Service Credit payable in any given Annual Measurement Period may not exceed 30% of the monthly Recurring Charges in respect of that period.
- (e) If one Incident causes a failure of two or more Service Levels, only the greater Service Credit amount of the Service Levels is payable.
- (f) The Service Credits as set out in these Service Specific Terms are Customer's sole and exclusive remedy against Vodafone for any failure in Service performance. Service Credit may only be applied to Charges for the Service and have no cash value.

Co-Location Service

Definitions

Enterprise Customers



The following definitions are applicable to the Services:

| | |
|-------------------------------------|---|
| Acceptable Temperature Range | has the meaning set out in paragraph 3.4 of the Service Levels. |
| Annual Measurement Period | the period of twelve months from the Service Commencement Date or each anniversary of the Service Commencement Date thereafter (or a period of twelve months as otherwise agreed between the parties). |
| Data Centre | the Vodafone or Third Party Provider data centre(s) where Vodafone provides Customer with the Services as specified on the Order. |
| Energy Supplier | a company that supplies, conveys, or delivers electricity, gas, water or other forms of energy and power required to provide the Service. |
| Excluded Events | any of the following: (a) an Incident with another Vodafone service purchased under a separate Service Agreement; (b) an Incident associated with non-Vodafone-supplied power, Customer Equipment, non-maintained structured cabling or other systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (c) an Incident caused by the negligence, act, or omission of Customer or a third-party not within Vodafone's direct control; (d) Customer's delay or non-performance of any of Customer obligations set out in the Agreement; (e) an Incident or delay resulting from a request by Customer for expedited delivery of the Service; (f) Customer's request to modify or test Customer Equipment; (g) a Force Majeure event or Service suspension that is permitted under the Agreement; and (h) a configuration change during implementation. |
| Incident | an unplanned interruption to the Service, a reduction in the quality of a Service, or a failure of a Service configuration item. |
| Incident Management | the end-to-end management of Incidents by Vodafone. |
| Monthly Measurement Period | the period from the Service Commencement Date up to the end of the calendar month and then each calendar month thereafter (save for the last month that will end upon the termination date of the Service). |
| Planned Works | as described in paragraph 1.10 of the Service Levels. |
| Service Credit(s) | the service credits payable by Vodafone to Customer in accordance with the provisions of these Service Specific Terms. |
| Service Level(s) | the service levels that apply to the provision of the Service as set out in these Service Specific Terms. |
| Solution Design Document | the document prepared by Vodafone to describe the technical solution, any service choices or options taken, and the operational technical details of the co-location of Customer's Equipment in Vodafone's Data Centres as amended from time to time. |
| Trouble Ticket | a record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications. |