



Conditions for ICT Partner Solutions – Service Schedule for Phoenix Co-Lo Services

1. Definitions and Interpretation

The following definitions shall apply to the provision of the Service, in addition to those in the General Terms and Conditions.

“BT’s Supplier” means Phoenix IT Services Limited Registered in England no.01466217, whose registered office is at Technology House, Hunsbury Hill Avenue, Northampton NN4 8QS who has agreed to supply the various services to BT.

“Customer Contact” means the name(s) of the individual(s) to contact for service management matters and all requisite contact details as set out in the Order Form.

“Customer Information” means data, information, video, photographs, software and any other materials (in whatever form) of the Customer.

“Footprint” means a standard area of space (including Rack(s)) in the Site with a maximum size of 600mm wide x 1000mm deep (unless otherwise stated in the Order Form).

“Location” means the part of the Site where the Customer’s Footprint can be found.

“Maximum Floor Loading” means the maximum floor loading for the Footprint which is 12KN uniform distribution with a point load of 4.5KN/ 25.4mm.

“Rack” means a device that will house the Customer Equipment on the Footprint.

“Remote Hands Tasks” means routine tasks carried out by BT on behalf of the Customer at the Location in accordance with the Customer’s instructions. Such tasks may include: lamp status checking, power recycling, button pushing and the removal/insertion of cords, cables and plugs.

“Service” means the Service(s) as described in this Service Schedule.

“Site” means the address specified on the Order Form.

“Site Owner” means the owner of the Site.

“Third Party Information” means data, information, video, photographs, software and any other materials (in whatever form) not owned or generated by or on behalf of the Customer, publishes or otherwise made available by the Customer using the Service.

2. Provision of Service

2.1 The Service will be provided by BT to the Customer using BT’s Supplier. For the avoidance of doubt no contractual relationship is formed between the Customer and BT’s Supplier.

2.2 The Customer will be responsible for any obligation or liability arising out of transactions of any kind entered into between the Customer and any third party accessing or acting on or in reliance on the Service, Customer Information and Third Party Information.

2.3 The Customer is responsible for ensuring that Customer Equipment is properly installed, tested, maintained and insured throughout the duration of the Contract.

2.4 The Customer will ensure that no installation, alteration or addition to the Customer Equipment will cause the floor loading to exceed the Maximum Floor Loading.

Conditions for ICT Partner Solutions – Service Schedule for Phoenix Co-Lo Services

3. Service Description

3.1 The Service includes the following:

(a) Fixed Site Hosting

The provision of:

(i) Hosting of Rack

- 1 x Footprint with a 39-42U Rack;
- 1 x Vented Shelf for the Rack;
- 1 x 16A Single Phase Commando Socket;
- 1 x 6 Way 13A unswitched PDU;
- 1 x 2 Cat5e rack to building interconnects;
- Maximum power of 10A or 2.4kW.

(ii) Remote Hands Tasks

- The Customer may purchase Remote Hands Tasks in bundles of ten 30 minute units subject to an additional charge. Any Remote Hands Tasks activity that takes less than 30 minutes will be classified as one unit.
- The Customer acknowledges that in using unskilled resource to perform Remote Hands Tasks, BT is entitled to treat instructions from the Customer Contact regarding the Service as bona fide authorised requests for and on behalf of the Customer.
- BT may require the Customer to confirm the details of a Remote Hands Task request by email or fax.

(b) Internet

The provision of a 1 x 1 Mb dedicated or syndicated Internet link, unless otherwise agreed on the Order Form.

(c) Core Service Components

(i) Footprint

- The number of Footprints to be supplied to the Customer are set out in the Order Form.
- Each Footprint will be on a 600mm x 600mm raised access floor with 38mm heavy grade tiles and stringers to meet the requirements of PSA MOB PF2 PS/SPU.

(ii) Environment

The Site offers air cooling and humidity control:

- Humidity is controlled at 50% +/- 30%
- Temperature is controlled at 22 deg C +/- 3deg C.

(iii) Fire Detection and Suppression

The Site is equipped with:

Conditions for ICT Partner Solutions – Service Schedule for Phoenix Co-Lo Services

- A dedicated data centre fire alarm system which is installed in line with fire safety standards; this has been equipped with dual technology detectors present in the ceiling and under-floor voids to give added protection.
- A Sapphire gas suppression system covering the data centre and power room with under floor, room and ceiling discharge.
- An Aquilla multi zone leak detection system that can isolate incoming mains water supply to ensure that the hosting area is not flooded.

(iv) Site Security

Security guards patrol the Site 24x7. The Site is monitored by closed circuit TV cameras with alarms interconnected to an on-site monitoring system.

(v) Site Access

Access Allowance

- From the Operational Service Date, the Customer will be granted access to the Footprint for up to two (2) days per Footprint (subject to a maximum of 20 days) for installation of Customer Equipment only. If the Customer requires additional access to the Site to complete installation of the Customer Equipment, the Customer may request additional access from BT at rates, times and for the period agreed with BT.
- After installation of the Customer Equipment is completed, the Customer will be granted two visits per Footprint each month. Each visit will have a maximum duration of six (6) hours, with actual time at the Site being rounded up to the next whole hour. Any unused portion of the duration of a visit will not be carried forward to the next month. If the Customer requires additional access to the Site, the Customer may request additional access from BT at rates, times and for the period agreed with BT.

Access Arrangements

- The Customer must pre-book any access to the Site within a minimum of four (4) hours prior notice to BT. Booking must be registered by telephoning BT, logging a visit request and obtaining a ticket/docket number.
- Upon arrival at the Site, visitors will be checked in against the required logs and asked to provide identification in the form of a valid identity card. Visitors will be checked against a Customer/ BT authorised list before entry is permitted.
- Where available, a BT representative will escort the Customer to the Footprint and may remain in close proximity to the Customer to observe that the correct Site security standards are observed. After completion of the work, the Customer will be signed out and escorted from the Site.
- BT and the Site Owner reserve the right to refuse access to the Site or remove from the Site any visitor whose admission or presence is, or would be, in the reasonable opinion of either BT or the Site Owner, detrimental to the security of the Site or in respect of whom the Customer has failed to properly request access. Neither BT nor the Site Owner will be responsible for the consequences of any such refusal or failure or delay by the Customer in notifying it of its access requirements. BT will not be responsible for the consequences of any refusal or delay by BT or the Site Owner to permit entry or any request by BT for a person to leave the Site.

Conditions for ICT Partner Solutions – Service Schedule for Phoenix Co-Lo Services

- The Customer will be solely responsible for the acts or omissions of any of its visitors to the Site and will indemnify BT in respect of any damage or loss whatsoever to either the Site, the BT Equipment, the Customer Equipment or any third party equipment, howsoever caused by any of its visitors.

3.2 Additional Service options are available upon request and will be subject to additional charge.

4. Maintenance

4.1 The Customer will:

- (a) maintain the Customer Equipment in good working order and keep the Location clean, tidy and free from safety hazards by removing all packages and waste at all times;
- (b) comply with any statutes, regulations and codes of practice applicable to the Customer Equipment or the Site at all times;
- (c) comply with the Site regulations and any requirements of BT or the Site Owner in relation to the occupation of the Location and the Site as advised to the Customer;
- (d) comply with any directions given by BT if any interference occurs between the Customer Equipment and the equipment of a third party. Should BT determine, at BT's sole discretion, that the interference is caused by the Customer Equipment, the Customer will be responsible for the cost of repairing or replacing any damaged equipment belonging to any third party and will pay such sums on demand to BT or such third party as BT may specify.
- (e) not use the Site except for the retention and operation of the Customer Equipment and will make all reasonable endeavours not to cause any injury, damage, nuisance to, or interfere with any person or property including the Site and/or any equipment owned by third Parties which may from time to time be located at the Site.
- (f) not make any alterations or additions in or to the Site;
- (g) not use the Customer Equipment for any illegal or unlawful purpose, or in a manner or for a purpose which constitutes a violation or infringement of a third party's rights (including intellectual property rights), or is harmful or detrimental to the reputation of BT or any other party;
- (h) make good any damage or any unauthorised alterations to the Site or equipment of any third party for which the Customer is liable within ten (10) days of a written notice from BT or the Site Owner. If the Customer fails to comply with any such notice, BT may carry out the work and the cost will be reimbursed by the Customer on demand.

4.2 BT reserves the right, at all times, to:

- (a) inspect and record the condition of the Site;
- (b) repair, maintain, clean, alter or rebuild any part of the Site;

4.3 BT reserves the right, at all times, on reasonable notice (except in cases of emergency), to:

- (a) remedy any breach of the Customer's obligations under this Service Schedule where the Customer fails to do so, and to charge the Customer in respect of such actions;
- (b) disconnect any part of the Customer Equipment in the case of an emergency without incurring any liability to the Customer or to any third party.

5. Relocation

Conditions for ICT Partner Solutions – Service Schedule for Phoenix Co-Lo Services

5.1 Subject to Clause 5.2 below BT may, for an operational or any other reason, move the Customer Equipment from its Footprint to another Footprint in the Site. BT will provide the Customer with not less than three (3) months prior written notice of its intention to do so. All reasonable costs and expenses incurred in connection with the relocation of the Customer Equipment will be at BT's expense.

5.2 Subject to Clause 5.1 above, BT agrees that in specifying the time-scale for relocating the Customer Equipment, it will use its reasonable endeavours to consult with the Customer and to specify a time-scale that causes minimum disruption to the operation of the Service. The Customer accepts that BT will not be liable for any interruption of the Service or any services provided using the Service which arises as a result of such relocation.

6. Removal

6.1 On expiration or termination of this Service, the Customer will be liable for the removal of the Customer Equipment from the Site. The removal must occur within thirty (30) days of the date of termination. Should the Customer fail to remove the Customer Equipment from the Site within this period, BT reserves the right to charge for, and the Customer will pay for, the storage of the Customer Equipment at the Site on a daily basis.

6.2 BT may remove any Customer Equipment at the Customer's expense, for reasons of security, fire, hazards or breach of this Service Schedule. Where practicable, notice will be given but, in extreme emergency cases, Racks may be removed by BT without notice.

7. Insurance

7.1 The Customer will effect and maintain insurance throughout the duration of this Service for the following;

- (a) the Customer Equipment in an amount equivalent to its full replacement value; and
- (b) public and product liability insurance for not less than £2,000,000 per incident.

7.2 The Customer accepts and acknowledges that the Customer Equipment is at the Customer's risk for the duration of the Service.

7.3 The Customer will provide BT on request a certificate of insurance to evidence that the insurance referred to in Clause 7.1 is in full force and effect.

7.4 If the Customer fails to provide satisfactory evidence of insurance, BT may require the Customer to amend its insurance or to purchase, at the Customer's expense, insurance to meet the Customer's obligations under this Clause 7.

8. Charges

8.1 The charges are set out in the Order Form.

8.2 BT will invoice the Customer annually in advance in accordance with Clause 8 of the Conditions.

9. Minimum Period of Service

9.1 The Minimum Period of Service will be 12, 36 or 60 months as set out in the Order Form.

10. Termination Charges

10.1 In the event that the Customer terminates the Service or this Service Schedule within the Minimum Period of Service, the Customer will pay any outstanding charges for the Service plus, by way of compensation, the complete annual service charge for the remainder of the year as termination charges.