

Co-Location	Specific Terms and Service Schedule
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The following terms and conditions are additional to those in the prevailing General Terms and Conditions ("GTC") (either stand alone or contained in a Master Services Agreement signed between the parties) and shall apply where, pursuant to a Customer Order, the Customer orders Co-location and other services (for the purposes of this Service Schedule, the "**Service**") from Viatel Ireland Limited ("**Viatel**" or "**VIL**"). For the purposes of this Service Schedule: (a) "Co-location Site" or "Data Centre" shall mean the site identified in the Customer Order at which the Customer wishes to make use of the Service; (b) references to customer racks, cabinets or cages shall mean the same as specified in the Customer Order and provided by Viatel to the Customer as part of the Service (or Customer provided); (c) the term "Network" shall mean the Co-location Site network from time to time between the Viatel facing port of the Viatel Access Layer Switches and the Viatel internet backbone, to the extent owned and operated by Viatel provided however that "Network" shall not include any tail circuits or local access circuits or any equipment outside of Viatel's control; (d) "Data Centre Rules and Regulations" shall mean Viatel's binding rules and regulations regarding access to and use of the Colocation Sites, from time to time as the same.

1. Licence

- 1.1. The Customer shall initiate a request for Services at a Co-location Site by submitting a Customer Order to Viatel. The Customer will, subject to the payment of the Charges set out in the Customer Order, be granted a non- exclusive Licence for the use of the Service within a specified Co-location Site for an Initial Service Term (the "Licence"). During the Service Term, the Customer shall be entitled to use the Rack(s) within the Co-location Site in accordance with the specification set out in the Customer Order for the purposes of placement of servers, data storage equipment, security and/or firewall intrusion equipment, network and internet access equipment. Such equipment may be interconnected to the communications services offered by Viatel or, with the prior approval of Viatel in writing, cross-connected to the facilities of other communications carriers (subject to agreement of such other carriers) subject to the agreement of any Charges in relation to such cross connection. For the avoidance of doubt, cross connection charges are not included within the Charges set out in the Customer Order and shall be payable in addition to the Charges. Viatel shall not be required to install, monitor or maintain any of the Customer's equipment unless otherwise expressly set out in a Customer Order
- 1.2. The Customer acknowledges and agrees that the Co-location Sites are technical facilities and that accordingly no physical business operations are to be run from the Co-location Sites. As a result, neither this Service Schedule nor any associated agreement shall qualify as a commercial lease (or similar arrangement) and the Customer shall not obtain any real property interest in the Co-location Site. The Customer further acknowledges and agrees that the Licence granted by Viatel is for the sole benefit of the Customer and that the Service shall be used by the Customer solely in the provision of services to its End Users

2. Change in Location or Configuration

- 2.1. Viatel reserves the right at its own expense to make modifications or changes to the location or configuration of the Co-location Site, and/or to make changes to the location of the Customer's Rack(s) notwithstanding that the Customer may have been provided with a caged area at any time, provided, however that Viatel shall not arbitrarily or discriminatorily require such changes. Viatel and the Customer shall work in good faith to minimise any disruption in the Customer's services that may be caused by such changes in location or configuration of the Co-location Site. The Customer shall take all necessary action to ensure that the Service can be reinstated and that the equipment is in a condition where it can be safely powered up and down and disconnected. Viatel shall give the Customer as much notice as is reasonably practicable and shall use reasonable endeavours to minimise the disruption to the Customer's use of such Site.

3. Insurance

- 3.1. Throughout the Service Term, the Customer shall procure and maintain and shall require its contractors to obtain the following minimum insurance coverage (a copy of the certificates or other proof of policy to be provided to Viatel upon its request):
- 3.1.1. public liability insurance in an amount not less than €1,000,000 per occurrence for personal injury and property damage; and
 - 3.1.2. all risk property insurance covering all of the Customer's property and equipment located in the Co-location Site.

4. Power

4.1. Aggregate kW Cap

- (a) VIL will provide the amount of kilowatt (kW) power capacity specified in the Order to be applied across the group of associated cabinets in a facility, computer equipment room or private caged space. Upon installation of all power circuits in the associated cabinets identified in the Order, VIL will reserve and provide the full amount of contracted kW ("**Committed Aggregate kW Limit**") specified in the Order for Customer's use.
- (b) If Customer is ordering for kW Cap power, Customer is responsible for ensuring that the peak instantaneous power drawn at any time by any cabinet does not exceed its Individual Limit, and the peak instantaneous power drawn in aggregate across all cabinets does not exceed the Committed Aggregate kW.
- (c) Unless explicitly permitted in an amendment to the Order, Customer may not exceed the Committed Aggregate kW. The addition of any power circuits to the Order shall not be deemed to increase or otherwise modify the Committed Aggregate kW.
- (d) If the Utilized kW does not exceed the Committed Aggregate kW limit in any power period, no additional power charges apply.
- (e) If the power drawn at any time exceeds any such limit, VIL shall notify Customer in writing, specifying in detail which breaches have occurred and what steps, in the opinion of VIL, must be taken to remedy those breaches. Customer shall promptly (or immediately, at VIL's reasonable request) take corrective measures, including, without limitation, changing or removing Customer equipment or ordering an upgraded power supply or additional cabinet capacity and/or floor space (if available) with VIL to ensure that the power drawn shall not at any time exceed the specified limits. If Customer does not do so, VIL shall (without liability and

without prejudice to any other rights or remedies available to VIL) be entitled to limit the provision of power or otherwise suspend provision of its Services, and charge Customer for the excess power drawn. If the breach has the effect of compromising the safety of the Co-location Site or its other subscribers use of the Co-location Site, and Customer fails to remedy the breach or fails to avoid a re-occurrence of the breach, then VIL may terminate the Order.

- (f) Power overage charge assessed for kW used above the Customer's Committed Aggregate kW Cap limit will be invoiced monthly in arrears.

4.2. Cabinet Power kW

VIL will provide the amount of kW power capacity specified in the Order to be applied to the associated Cabinet. Upon installation of all power circuits in the associated cabinet identified in the Order, VIL will reserve and provide for Customer's use the full amount of contracted kW specified in the Order.

4.3. Power Circuits – Protected

- (a) Unless specified on the Order, VIL will provision each circuit pair described on the Order to the designated cabinet with primary and redundant feeds from diverse Power Distribution Units via the relevant containment, either below the floor or above the racking (as determined by the data centre's design).
- (b) VIL will provide all power cable management relating to the supply of power up until the cabinets or racks, but not within the cabinets or racks.

4.4. Power Circuits – Unprotected

- (a) Unless specified on the Order, VIL will provision each power circuit described on the Order to the designated cabinet with a single feed from a single Power Distribution Unit via the relevant containment, either below the floor or above the racking (as determined by the data centre's design).
- (b) VIL will provide all power cable management relating to the supply of power up until the cabinets or racks, but not within the cabinets or racks.

5. Space

5.1. Private Cage

VIL will provide the following for any private cage identified in the Order ("Private Cage"):

- (a) The raised floor area identified in the Order or the amount of floor space necessary to support the number of cabinets identified in the Order.
- (b) Perimeter metal fence.
- (c) Security via lock and key.
- (d) The power configurations identified in the Order.

5.2. Customer-Provided Cabinet

- (a) Subject to prior agreement and technical viability, Customer, at its own expense, may provide and install the number of cabinets to be provided by the Customer identified on the Order ("Customer-Provided Cabinets"), subject to prior approval by VIL Data Centre Operations, based on cabinet dimensions and weight.
- (b) Customer shall bear all liability for the installation and continued maintenance of the Customer-Provided Cabinet. All Customer-Provided Cabinets must meet VIL's design specifications in effect for the Co-location Site. All installations shall be done and coordinated with supervision by VIL. Customer shall be responsible to pay VIL for the supervision at the

rates then in effect. Customer-Provided Cabinets occupying raised floor space may be subject to monthly fees equivalent to those rates charged by VIL for the floor space being consumed.

5.3. VIL Provided Secure Standard Cabinet

Each VIL-provided secure standard cabinet specified in the Order shall be suitable for housing computer and telecommunications equipment and shall include:

- (a) EIA standard 19-inch (483mm) rack rails.
- (b) Minimum of 42U useable rack space.
- (c) (Approximate external enclosure measurements of 600mm x 1000mm (24 in x 42 in).
- (d) Lockable front and rear doors with mechanical lock and key or three-digit combination lock.
- (e) Raised floor to support the cabinet with proper air ventilation in a secure facility monitored 24x7 with card key access and closed-circuit/TV monitoring, conditioned power that uses UPS systems and backup generator capability.
- (f) Single-phase or three-phase power feeds in the quantities, voltages, amperages, and configurations specified in the Order.

5.4. VIL Provided Secure Wide Cabinet

Subject to availability, each VIL-provided Secure Wide Cabinet specified in the Order shall include:

- (a) EIA standard 19-inch (483mm) rack rails.
- (b) Minimum of 42U useable rack space.
- (c) Approximate external enclosure measurements of 800mm x 1000mm (32 in x 42 in).
- (d) Lockable front and rear doors with mechanical lock and key or three-digit combination lock.
- (e) Raised floor to support the cabinet with proper air ventilation in a secure facility monitored 24x7 with card key access and closed-circuit/TV monitoring, conditioned power that uses UPS systems and backup generator capability.
- (f) Single-phase or three-phase power feeds in the quantities, voltages, amperages, and configurations specified in the Order.

5.5. VIL-Provided Secure Deep Cabinet

Each VIL-provided Secure Deep Cabinet specified in the Order shall be suitable for housing computer and telecommunications equipment and shall include:

- (a) EIA standard 19-inch (483mm) rack rails.
- (b) Minimum of 42U useable rack space.
- (c) Approximate external enclosure measurements of 600mm x 1200mm (24 in x 48 in).
- (d) Lockable front and rear doors with mechanical lock and key or three-digit combination lock.
- (e) Raised floor to support the cabinet with proper air ventilation in a secure facility monitored 24x7 with card key access and closed-circuit/TV monitoring, conditioned power that uses UPS systems and backup generator capability.
- (f) Single-phase or three-phase power feeds in the quantities, voltages, amperages, and configurations specified in the Order.

5.6. VIL-Provided Half Cabinet

Each VIL-provided Half Cabinet specified in the Order shall include:

- (a) EIA standard 19-inch (483mm) rack rails.
- (b) 18U useable rack space.
- (c) Approximate external enclosure measurements of 600mm x 1000mm (24 in x 42 in).
- (d) Lockable front and rear doors with lock and key or three-digit combination lock.
- (e) Raised floor to support the cabinet with proper air ventilation in a secure facility monitored 24x7 with card key access and closed-circuit/TV monitoring, conditioned power that uses UPS systems and backup generator capability.

- (f) Single-phase power feeds in the quantities, voltages, amperages, and configurations specified in the Order.

5.7. Shared Cabinet Rack Unit

VIL will provide a powered, racked equipment space within a secured, shared cabinet in the identified Co-location Site. Each Rack Unit will have 1U of useable rack space within a secured, shared cabinet that shall include:

- (a) EIA standard 19-inch (483mm) rack rails.
- (b) Minimum of 42U useable rack space.
- (c) External measurements of 600mm x 1000mm (24 in x 48 in).
- (d) Lockable front and rear doors with lock and key or three-digit combination lock.
- (e) Raised floor space to support the cabinet with proper air ventilation in a secure facility monitored 24x7 with card key access and closed-circuit/TV monitoring, conditioned power that uses UPS systems and backup generator capability.
- (f) Dual IEC 60320 C14 power feeds to support all equipment within the secure shared cabinet. Power will be dedicated to the shared cabinet to be shared by all customers in the cabinet via shared power distribution strips within the cabinet.
- (g) A shared network patch panel that supports copper and optical fibre connections.
- (h) To maintain security for all customers, customers purchasing a shared cabinet rack unit will have access only to their equipment in the shared rack via VIL Data Centre personnel escort. Customer can request access through use of operational support hours using the VIL network operations centre ("VIL NOC"). Customer may purchase management and monitoring services for equipment in shared cabinet rack units. Customer may not place single power cord equipment in a Shared Cabinet Rack Unit. Maximum power draw per rack unit will be 125 Watts.

6. Security

6.1. Cage Security

VIL can provide and install one or more of the security features below, as set forth in the Order:

- (a) **Cage Access Control – Proximity Reader:** Radio-frequency ID (RFID) proximity card reader to control access to Customer's cage and provide enhanced access security, monitoring and recording capability.
- (b) **Cage Access Control – Proximity Reader/Keypad:** A combination RFID proximity card reader and keypad to control access to Customer's cage and provide enhanced access security, monitoring and recording capability.
- (c) **Cage Access Control – Biometric/Proximity Reader:** An electronic combination biometric fingerprint and RFID proximity card reader to control access to Customer's cage and provide enhanced access security, monitoring and recording capability.
- (d) **Cage Closed-Circuit TV Camera:** A closed-circuit fixed-lens, inward-facing TV camera to digitally monitor and record activity strictly within the Customer's cage for enhanced access security. Each VIL-provided closed-circuit TV camera will be securely connected to a digital video recorder/network video recorder (DVR/NVR) port on VIL's building video surveillance system panel.
- (e) **Cage Under Floor Access Barrier:** Barriers under the raised floor panels surrounding a Private Cage perimeter to provide enhanced access restriction and security, while allowing proper airflow and cabling.

- (f) **Cage Above Ceiling Access Barrier:** Barriers above the ceiling over a private cage perimeter provide enhanced access restriction and security, while allowing proper airflow and cabling.
- (g) **Additional Single Width Cage Door:** The number of additional single-width Private Cage doors specified on the Order. The width is in compliance with local code minimums or standard Data Centre Rules and Regulations.
- (h) **Additional Double Width Cage Door:** The number of additional double-width Private Cage doors specified on the Order. The total width will be twice the minimum requirement set by local code or standard data centre policy.

6.2. Installation and Use

- (a) VIL will be responsible for installation and activation of all cage access-control devices and associated cabling. VIL Data Centre Operations will connect all cage access readers to the VIL building access monitoring system. VIL will provide access cards to Customer's registered employees. VIL will be responsible for monitoring and logging cage access records and will retain access data for 3 years.
- (b) By ordering an access control service, Customer represents it is the data controller, and its legal basis for implementing access control is to protect its legitimate interests, property, and physical assets on the VIL premises. Customer may request access reports from VIL teams by opening a Technical Information Request ticket via the VIL NOC using Operational Support hours. VIL will look to provide access logs within three (3) business days of the request.
- (c) By ordering a video surveillance service, Customer represents it is the data controller, and its legal basis for implementing video surveillance is to protect its legitimate interests, property, and physical assets on the VIL premises. All cabling and installation of the cameras must be performed by VIL. Cameras must be "fixed" lens and, within the caged space, must point inward and must not show any common aisles or areas exterior to Customer's caged space. VIL will be responsible for monitoring and logging closed-circuit TV video records and will retain video for a minimum of 31 days or maximum days as allowed by local law. Customer agrees to not move, adjust, or tamper with the inward-facing cage closed-circuit TV cameras. Customer contacts with Administrator authority may request CCTV footage from VIL NOC using Operational Support hours. Customer must come to the VIL facility to view any closed-circuit TV video footage. VIL will only release closed-circuit TV video footage to proper authorities with legal authorization for purposes of criminal investigation.

7. Cabinet Options

VIL can provide and install one or more of the Cabinet options below, as set forth in the Order:

- (d) **1U Horizontal Cable Organizer:** The number of 1U, 19 inch, in-cabinet, horizontally mounted cable organizer for each VIL-provided cabinet or caged rack, as specified in the Order, to be used by Customer for inter-device cable management within the cabinet.
- (e) **2U Horizontal Cable Organizer:** The number of 2U, 19 inch, in-cabinet, horizontally mounted cable organizer for each VIL-provided cabinet or caged rack, as specified in the Order, to be used by Customer for inter-device cable management within the cabinet.
- (f) **Equipment Shelf:** A single 4-post expandable shelf to mount within the 19-inch rails of VIL' standard cabinets. The shelf will support up to 100 kg.
- (g) **Cabinet Power Distribution Units.** As set forth in the Order, VIL will provide and install the selected rack-mounted power distribution units for each power feed into a Cabinet to distribute power to equipment located in the Cabinet that requires C13 and C19 outlets. PDU options supported include:

Input Voltages: 230V.16A, 32A

Orientation: Vertical Zero U, Horizontal 1U, Horizontal 2U
Intelligence: Basic, Managed, , Switched
C13 Power Outlets: Various
C19 Power Outlets: Various

As set forth in the Order, VIL will provide and install the selected modular Cat6/CAT6A copper and OM4/OS2 fibre patch panels, cabling and fly leads to support connectivity of Customer equipment between Customer cabinets. Panel port densities offered include 6, 12, 24 and 48 Port options.

8. Storage Area

Subject to availability, VIL will provide the following for any dedicated storage area specified in the Order ("Storage Space"):

- (a) The amount of floor space area not on raised floor, as identified in the Order, to be used for storage of Customer's data centre equipment in compliance with VIL's data centre policies.
- (b) Perimeter walls or metal mesh enclosure surrounding the square foot area with standard single cage door.
- (c) Security via mechanical lock and key.

Storage-Area Use

Customer may use the Storage Space to store Customer equipment and miscellaneous supplies. Contents of the Storage Area are the sole responsibility of Customer. To reduce the risk of fire, combustible materials or material with similar properties must not be stored in the Storage Area. All unpacking must be done in a designated area of the facility. Boxes and packing materials must be removed the same day from the facility. Paper for printers must not be stored in the Storage Area. Cabinets and shelves for equipment must be constructed of non-combustible materials.

VIL shall be entitled, at its sole discretion, to remove materials it determines to be flammable or combustible that have been stored in the Storage Area. VIL may invoice Customer for reasonable costs for material removal. Unless equipped with an electronic badge access or biometric reader, keys to Storage Area will be kept on site and managed by onsite VIL personnel. Customer must request Storage Area keys from VIL personnel and must return the key prior to leaving the facility. Storage Space Services are subject to VIL's Data Centre Rules and Regulations, as updated periodically and located on the VIL website. Upon termination or expiration of the Order, Customer shall immediately remove all customer equipment from the Storage Area and return the Storage Area to its original state. If Customer does not remove Customer equipment from the Storage Area and return the Storage Area to its original state, as required, VIL shall be entitled:

- (a) To charge Customer at VIL's then-prevailing rates for Customer's continuing use of the space (and any power consumed).
- (b) Without liability, at VIL option and at Customer's cost, remove, store, or dispose of such equipment. If any Customer equipment remains in storage for more than 60 days, VIL may dispose of the equipment. VIL may redeploy any VIL provided equipment to another use in its sole discretion.

The exercise of any of the above rights by VIL shall not relieve Customer of any of its payment obligations under the Order.

9. Operational Support

VIL will provide Customer with access to operational support personnel to assist Customer during the site's support hours for the number of hours per month specified in the Order. VIL can perform the following tasks for non-managed devices, each as requested and directed by Customer at the Customer's expense. Where indicated, Customer must provide a signed Release of Liability Form for certain requests:

- (a) **Remote Hands:** Execution of command(s) to power up, restart, reboot, determine equipment operating status or facilitate configuration changes. Visual inspection of equipment. Un-racking equipment for preparation for shipping.
- (b) **Media Handling:** Under instructions of Customer, VIL will provide media handling as ad hoc changes taking place periodically or scripted changes that are pre-agreed to between Customer and the local Data Centre operations management and are subject to both Parties agreement to a Media Handling Responsibilities Matrix. Tapes, CDs, and other media formats can be rotated periodically in accordance with Customer's rotation policy and procedures. Customer must provide all necessary procedures, media, storage containers and media pick-up arrangements.
- (c) **Hardware Installation:** Installation of OEM-supported, non-managed hardware devices and components identified in the request ticket. Receiving, unpacking, and installing of the hardware into computer racks or cabinets in accordance with completed customer design requirements (CDR) form. Installation of Customer-provided network patch cables within Customer's environment, with a maximum of 20 patch connections. If Customer needs assistance with more than 20 connections, it can engage VIL's professional services team. A signed Release of Liability Form is required for the following Hardware Installation tasks:
 - i. Hardware component support
 - ii. Replace memory (blade servers, servers, firewalls)
 - iii. Replace processor
 - iv. Replace CPU fan and cooling fans inside servers
 - v. Replace blade server components
 - vi. Replace hot-swappable cards
 - vii. Replace non-hot-swappable cards
 - viii. Replace hot-swappable power supply
 - ix. Replace non-hot-swappable power supply
 - x. Drive replacement
- (d) **Cabling Request:** VIL can install, move, or remove Customer-provided cabling for non-managed devices/services. Ad hoc requests for as-needed support will be limited to 20 cables. If Customer needs assistance with more than 20 cables, it can engage VIL's professional services department.
- (e) **Request for Technical Information:** Customer-Requested Power Utilization Reports, Audit Data, Rack info, Environment Audit reports. A signed Release of Liability Form is required if VIL is asked to provide pictures of Customer cabinets or devices.
- (f) **Shipping and Receiving:** Prepare Customer equipment packages to be shipped. Provide chain of custody for package to shipping vendor.
- (g) **Other Tasks:** VIL can perform other as needed or recurring tasks as directed by Customer at Customer's own risk. Customer is required to provide concise tasks and be contactable for queries and any escalations. Customer may be required to provide a Release of Liability form.

10. Charges and Increased Charges

- 10.1. Notwithstanding anything else in this Agreement, the Customer acknowledges and agrees that Viatel may amend the Charges for the Service (including but not limited to power, space and escorted access and Remote Hands) at a Co-location Site at any time during the Service Term in line with any change in cost incurred by Viatel and/or for any additional power drawn by the Customer over and above the contracted power. Viatel shall make reasonable endeavours to inform the Customer in writing stating its intention to increase any Charges and the effective date of such an amendment to Charges.
- 10.2. Starting at least 6 months after commencement of the Service Term Viatel has the right to increase the charge for the services from 1st January of each calendar year, by the higher of (i) 3 (three) % or (ii) the percentage increase from the preceding 12 (twelve) months in the published official national consumer price index (all regions, all products and all households), and if this index ceases to be published, any other retail price index published in substitution

11. Colocation General Terms

11.1. Access

VIL will provide Customer's employees, agents, and other authorized representatives, as Customer may periodically reasonably designate, 24x7 access to its VIL-provided cabinets, Customer-Provided Cabinets, or Private Cage areas, where the Customer-provided equipment is located, as per VIL Data Centre Rules and Regulations. Access to a Colocation Site will only be granted in accordance with the Data Centre Rules and Regulations, which include a security access form. Listed contacts are free to request access for themselves or third-parties into your co-located equipment. Access requests are made through completing the Co-location Request Form and emailing our Access Desk using noc@viatel.com. This is a 24/7 monitored service. The Access Desk should be contacted every time you arrive at and leave from one of the Colocation Sites. Access to any of our Co-location Sites will not be granted without an email request in accordance with the process set out in the Data Centre Rules and Regulations

11.2. Security

The Colocation Services shall be in a secure facility monitored 24x7 with card key access and closed-circuit TV monitoring, conditioned power that uses UPS systems and backup generator capability. VIL controls physical access to the space as per VIL Data Centre Rules and Regulations.

11.3. Facility Rules and Regulations

Colocation Services are subject to VIL's Data Centre Rules and Regulations as well as associated policies, which are updated from time to time and located on the Viatel website.

11.4. Right to Change

VIL reserves the right to change the location or configuration of the Services within the Co-location Site or to another VIL facility; provided, however, that VIL shall not arbitrarily or discriminatorily require such changes and that VIL shall work in good faith with Customer to minimize any disruption to Customer's Services. VIL shall provide Customer with at least 90 days prior written notice of such relocation or reconfiguration. In the event of a relocation, Customer shall have the right to terminate the Order without penalty by providing written notice within 30 days after receipt of VIL's written notice.

11.5. Power Charges

Included within Customer's contracted kW rate is the cost of power ("Facility kW Cost") used to support the equipment. The Facility kW Cost is made up of the facility cost per kWh from the energy supplier and/or

associated partner which is then defined per VIL facility and updated from time to time when Customer contracted kW rates are set.

In the event the facility cost per kWh increases more than ten percent (10%) above the Facility kW Cost, VIL may charge Customer a monthly or quarterly Energy Cost Surcharge ("ECS") until such time as the facility cost per kWh returns to less than ten percent (10%) of the published Facility kW Cost. All calculations related to ECS will be documented in a power report. ECS will be invoiced monthly or quarterly, at VIL' discretion, and payment remitted by Customer in accordance with the terms of the Agreement. All such billing will reflect the prior month's or quarter's usage and fees. Supporting documentation of such usage and fees will be provided to Customer upon request.

The following is for illustrative purposes only:

A – Facility kW Cost as set by VIL from time to time.

B – Cost per kWh (for that specific facility) charged to VIL by the energy supplier and/or associated partner at time Facility kW Cost (A) was set.

C – Current cost per kWh (for that specific facility) charged to VIL by the energy supplier and/or associated partner.

D – Prior month's average kW usage as shown on the customer power report. If C is greater than 110% of B, then $ECS = D * A * (C/B - 1)$

So, if the previous month's average kW usage was 30 kW, the established Facility kW Cost is \$€113, the established facility cost per kWh is \$€0.09, and the current facility cost per kWh is \$€0.11. Then, VIL may charge Customer an ECS for the prior month or quarter, which would amount to \$€753.33 (calculated as $[30 * 113 * (0.11/0.09 - 1)]$).

11.6. Power Circuit Draw

Customer's power draw on any circuit or combined redundant pair may not exceed 80% of the rated amperage. In a redundant pair, each power circuit (A or B) may draw up to 80% of its rated amperage or kW in a failover situation. The power draw between a redundant pair must be balanced between both supplies (40% on A, 40% on B) wherever possible; however, the total draw of an individual power circuit cannot exceed 80% of the rated amperage or kW of the individual circuit and must be within the contracted allowance for these Services.

11.7. Power Audits

VIL may audit Customer's power consumption and, if Customer is using redundant power in a non-redundant fashion or is otherwise drawing more power than permitted, VIL will notify Customer and Customer will have 3 business days to balance or reduce its power loads, as the case may be. If Customer fails to balance or reduce its power loads as required above, VIL may, in addition to any other rights and remedies, charge Customer for the non-redundant or additional power usage.

11.8. Cabinet Installation

Unless otherwise agreed to, VIL will provide, install, and maintain VIL-provided Cabinets and all related VIL equipment and VIL software. Customer is responsible for the operation, inspection, maintenance and repair of the Customer-Provided Cabinets, Customer equipment and Customer software as well as for using qualified and, if applicable, properly licensed agents or subcontractors. If Customer requires access to any associated cabling at the Co-location Site (whether power, networking, telecommunications or otherwise), then, unless otherwise agreed to by VIL, such access and any activities in relation thereto may only be done by VIL and are subject to payment of its then-current hourly rate.

11.9. Ownership

The Order does not grant exclusive possession of the whole or any part of any colocation Services to Customer, nor does it create any landlord and tenant relationship between the Parties.

11.10. Post Termination

Following the termination of any Customer Order or at the end of any Service Term, the Customer shall be responsible for arranging removal of its equipment within the Co-location Site at the Customer's expense. The Customer shall remove all equipment from the Co-location Site within 10 Business Days of termination of the Customer Order. The Customer shall continue to pay the Charges applicable for each full or partial month that the Customer's equipment remains in the Co-location Site. Viatel shall have the right to remove the Customer's equipment and secure it in a safe location. In the event that the Customer fails to remove its equipment in accordance with this agreement, Viatel shall have the right to charge the Customer for further storage or removal of the equipment plus a fifteen percent (15%) administration fee. For the avoidance of doubt, equipment not removed by the Customer within ninety (90) days of termination of the relevant Customer Order shall be removed.

12. Service Level Agreements

12.1. Power Availability Service-Level Agreement

Agreement: Power will be available 100% of the time to the equipment supported by the Colocation Services. The service-level agreement (SLA) is only available to equipment:

- (h) Connected to redundant power circuits that are not exceeding 80% of the power capacity of one of the circuits.
- (i) Supporting multiple redundant power feeds.

Measurement: Power availability is determined on a monthly basis as the unscheduled time that dual power feeds were simultaneously unavailable.

Remedy: If VIL fails to meet the Power Availability SLA, Customer is entitled to apply for a credit equal to the percentages identified in the table below for each month in which the failure occurred:

Power Availability	Percentage Service Credit (% of Colocation Services Monthly Fee)
>=99.7% and <100%	10%
>=99.5% and <99.7%	15%
<99.5%	20%

12.2. Temperature SLA

Agreement: VIL uses the latest ASHRAE TC 9.9 Allowable Class A3 for Data Centres for temperature and humidity settings (the "ASHRAE Standard"). In the event that the ASHRAE Standard is updated, this SLA shall be amended automatically to reflect the ranges reflected in the update.

The temperature in the space shall remain within the ranges below:

Minimum Temperature	Maximum Temperature
15 degrees Celsius	40 degrees Celsius

Measurement: VIL will monitor the average temperature across all VIL supply sensors or zonal air sensors, where applicable, within the computer room, every 15 minutes.

If requested by Customer on no more than a quarterly basis, or more frequently if Customer has a reasonable belief that VIL is exceeding the parameters set forth herein, VIL will provide Customer with written reports setting forth the temperature readings for the space measured in the previous 30-day period.

Remedy: If VIL fails to meet this SLA such that the temperature falls outside the target limits for more than 120 consecutive minutes and causes interruption of usage to any Customer-provided equipment, then, Customer is entitled to 1-day credit, equivalent to 1/30 of Customer's monthly Colocation charges, for each day service is in non-compliance with the temperature agreement. If, during any rolling 30-day period, twelve or more cumulative hours of temperature outage occur, Customer shall be entitled to 30 days credit, equivalent to Customer's monthly Colocation charges.

12.3. Humidity SLA

Agreement: VIL uses the latest ASHRAE TC 9.9 Allowable Class A1 for Data Centres for temperature and humidity settings (the "ASHRAE Standard"). In the event that the ASHRAE Standard is updated, this SLA shall be amended automatically to reflect the ranges reflected in the update.

The humidity in the space shall not decrease below 20% and shall not increase above 80% as measured by VIL.

Measurement: VIL will monitor the average humidity across all VIL supply sensors or zonal air sensors, where applicable, within the computer room every 15 minutes.

If requested by Customer on no more than a quarterly basis, or more frequently if Customer has a reasonable belief that VIL is exceeding the parameters set forth herein, VIL will provide Customer with written reports setting forth the humidity readings for the space measured in the previous 30-day period.

Remedy: If VIL fails to meet this SLA such that the humidity falls outside the target limits for more than 120 consecutive minutes and causes interruption of usage to any Customer-provided equipment, Customer is entitled to 1-day credit, equivalent to 1/30 of Customer's monthly Colocation charges, for each day service that is in non-compliance with the humidity agreement. If during any rolling 30-day period, twelve or more cumulative hours of Humidity Outage occur, Customer shall be entitled to 30 days credit, equivalent to Customer's monthly Colocation charges.

13. Reporting and Contact

- 13.1. The Customer shall immediately notify Viatel of any suspected outage of Service (having made all reasonable enquiry to verify that the underlying fault is the responsibility of Viatel under this Agreement) and provide Viatel with sufficient information and assistance (as required by Viatel) to enable Viatel to restore the Service.
- 13.2. As a minimum, the Customer shall report the fault or outage to Viatel's NOC department by telephone (1890 940 404, 1800 718 518 or +353 (0) 1 2569210) or via e-mail (to: noc@viatel.com)

or such other telephone number or e-mail address as may be notified to the Customer by Viatel from time to time and provide the following information in its notice to Viatel:

- 13.2.1. the name, telephone number and e-mail address of the person reporting the outage;
 - 13.2.2. the Customer contact name, telephone number and e-mail address (if different from above);
 - 13.2.3. the physical location of the outage (if known);
 - 13.2.4. details (i.e. reference number/address) of each Colocation Site(s) affected by the outage; and
 - 13.2.5. any other information available to the Customer that may be relevant to the identification of the outage and which may assist in locating the outage and restoring Service.
- 13.3. Viatel will give a trouble ticket fault reference number to the Customer. The trouble ticket fault reference number must be referred to in all subsequent communications concerning the relevant reported fault.
- 13.4. Provided the Customer reports a fault with the Service in accordance with the procedure specified above, Viatel shall take appropriate steps to correct the fault. More particularly, Viatel shall respond by;
- 13.4.1. providing advice by telephone including, where appropriate, any tests and checks to be carried out by the Customer; and/or
 - 13.4.2. where possible, carrying out diagnostic checks from Viatel's premises; and/or
 - 13.4.3. visiting the site or another point in Viatel's network if Viatel considers this is necessary
- 13.5. Viatel's target is to respond to the Customer within 30 minutes of receipt of the Notice. Viatel shall contact the Customer designated technical point of contact. It shall be the Customer's responsibility to provide Viatel with accurate and up-to-date contact information for such point of contact, including a valid telephone number, pager number, and/or e-mail address.