

SCHEDULE D: SERVICE DEFINITION FOR DATA CENTRE SERVICES

1. Data Centre Service Description

Exponential-e provides the Partner/End User with space and power within a Data Centre Site. Unless agreed otherwise in the Contract, the Partner/End User will be responsible for providing, installing and configuring the End User Equipment. Each Data Centre Site is connected resiliently to the Exponential-e network via diverse fibre. Data Centres available are:

Data Centre	Virtus LON1 Enfield EN1 1TX	Virtus LON2 Hayes UB2 5XJ	Ark Data Centre, Cody Park, GU14 0LH	Equinix, Slough, SL1 4NB	InterXion, Brick Lane, London, E1
Power and Cooling per rack	Up to 8KW power and cooling	Up to 8KW power and cooling	Up to 8KW power and cooling	Up to 8KW power and cooling	Up to 8KW power and cooling
Redundancy of Power	Yes A & B	Yes A & B	Yes A & B	Yes A & B	Yes A & B
Target Service Commencement Date*	10 Working Days	10 Working Days	10 Working Days	20 Working Days	20 Working Days
Target lead time for cross connect install*	5 Working Days	5 Working Days	5 Working Days	5 Working Days	5 Working Days

* from order acceptance.

Power, Cooling and Fire Suppression

The Data Centre Site is connected resiliently with power systems protected by UPS and generators. All Data Centre Sites have appropriate environmental controls and fire suppression.

Security

The Data Centre Sites provide physical security including access controls, CCTV and on-site security. Details of authentication procedures for access can be found in the Facility Rules.

2. Service Options

The Data Centre Service is available as Managed Colocation and Colocation (except Shared Colocation which is only available as Managed Colocation). With Managed Colocation, the Partner/End User does not have physical access to the rack. Exponential-e will undertake installation and connect a network feed to facilitate Partner/End User remote management.

Racks are available as follows:

Size	Width (inch)*1	Rack Unit (U)*2	Power (Amperes)*3
Quarter Rack	19	10,11	2,4
Full Rack	19	47	12,16,24,32
Shared Colocation	19	1	1

*1 the width of the equipment mounting frame in the rack i.e. the width of the equipment that can be mounted inside the rack.

*2 1U is 1.75 inches (4.45 cm) high.

Excess Power Draw

If the Partner/End User has used in excess of the contracted power allocation for a month then excess power will be charged at £100 per Amp in arrears based on peak usage levels as measured by the PDU(s) within the Partner’s rack.

Power Resilience Options

Standard: one power feed.

Enhanced: second (diverse) power feed enabled.

Connectivity Port Options

Standard: single 1Gb Ethernet over Copper port.

Enhanced: dual 1Gb Ethernet over Copper ports.

3. Data Centre Service Demarcation Point (SDP)

The Data Centre SDP is the point up to which (i) Exponential-e’s Data Centre Service obligations apply and (ii) the Data Centre Service Level Agreement covers. The Data Centre SDP is the PDU(s) within the Partner’s rack and the top of rack switch.

4. Smart Hands Service

Exponential-e's Smart Hands service allows the Partner to request that Exponential-e carry out manual work at the Data Centre Site via the Exponential-e Customer Support Centre. Exponential-e will endeavour to carry out the request within 1 hour. Smart Hands time will be charged at a rate of £50 ex VAT per 30 minute increment, minimum charge £100 ex VAT.

5. Data Centre Service Level Agreement

Service Availability

The Data Centre Service is considered available if power can be drawn from a PDU and the connectivity port is active. If either power cannot be drawn from a PDU or the connectivity port is not active, or both, the Service will be considered unavailable. The target availability will depend on the Data Centre Service category as stated on the Order Form as per the following table:

Data Centre Service	Service Category	Target Availability
Enhanced (dual connectivity ports and dual power feeds)	A	99.99%
Standard (single connectivity port or single power feed)	B	99.9%

Service Credits

	Measure	Service Credit*
Availability	Below Target	5%
	>0.1 Below Target	10%
	>0.2 Below Target	20%

* The service credit is applied as a percentage of the Monthly Charge for the Data Centre Service. The Monthly Charge is the Annual Charge divided by twelve (12).

6. Additional Terms applicable to Data Centre Services

The following terms apply to the provision of Data Centre Services by Exponential-e in addition to the General Terms.

6.1 Definitions

6.1.1 In the Contract, the following terms shall have the meanings assigned to them below:

"Data Centre Service"	Exponential-e's Data Centre Service as set out in this Service Definition.
"Data Centre Site"	the location where the Data Centre Service will be provided, as referenced on the Order Form.
"Designated Space"	the space within the Data Centre Site designated for the installation of the End User Equipment by Exponential-e.
"Emergency"	any circumstance giving rise to a material risk of damage to property, loss of property (including but not limited to intangible property) or human harm.
"Facility"	the building or site complex in which the Data Centre Site is located.
"Facility Operator"	the owner and/or operator of the Facility.
"Facility Rules"	the rules, regulations, restrictions, processes and policies applicable to the Facility.
"Smart Hands"	the service outlined in Section 4 of this Service Definition..

6.2 Partner/End User Equipment

- 6.2.1 Installation work by the Partner/End User shall be carried out in accordance with good industry practice, with all reasonable care and skill and in accordance with the Acceptable Use Policy and Facility Rules. Exponential-e reserves the right, without incurring any liability, to supervise any installation works.
- 6.2.2 The Partner acknowledges and agrees that the Facility Operator may temporarily disconnect the power supply to the Partner/End User Equipment for the purpose of investigating any reported problems or carrying out maintenance on the Facility. Exponential-e will provide the Partner with as much notice as it is able of any impending disconnection notified to it by the Facility Operator.
- 6.2.3 The Partner/End User Equipment and any materials that the Partner/End User brings or permits to be brought into the Facility shall at all times be at the Partner/End User's sole risk and the Partner/End User should insure appropriately.
- 6.2.4 Exponential-e shall be entitled to a general lien on the Partner/End User Equipment and any other property belonging to the Partner/End User (whether tangible or intangible) at the Data Centre Site, which shall be

exercisable in respect of all sums lawfully due from the Partner to Exponential-e. Exponential-e shall be entitled, following the expiry of fourteen (14) days' notice, to dispose of the Partner/End User Equipment or other property in such manner and at such price as Exponential-e reasonably thinks fit and to apply the proceeds towards the amount owed to Exponential-e.

6.3 Access

- 6.3.1 The Partner/End User has the right to access the Partner/End User Equipment in accordance with, and subject to, the Facility Rules and the Acceptable Use Policy. Exponential-e reserves the right to supervise any access. The Partner acknowledges and accepts that immediate access may not be possible. The Partner shall be liable to Exponential-e for any person that it invites or permits to be at the Facility (including for the avoidance of doubt, the End User).
- 6.3.2 The Partner acknowledges and accepts that the Facility Operator and Exponential-e have the right (i) to refuse entry to any person and (ii) to require any person to leave the Facility at any time. The Partner agrees to comply (and shall procure that the End User shall comply) with any such direction and neither Exponential-e nor the Facility Operator shall have any liability for the consequences of any refusal of, or delay in providing, access to the Facility or the Data Centre Site, or any required removal of personnel.
- 6.3.3 The Partner shall ensure that its employees, agents, guests, contractors and the End User at the Facility shall at all times abide by the Facility Rules, the Acceptable Use Policy and all applicable statutes and regulations, including those relating to health and safety. The Parties agree that persistent or material breaches of the Facility Rules and/or Acceptable Use Policy by the Partner, its employees, agents, guests, contractors and the End User shall constitute a material breach of the Contract by the Partner.

6.4 Insurance

- 6.4.1 The Partner shall, prior to the Service Commencement Date, at its own cost take out and maintain in force for the duration of the Contract and for a year thereafter an insurance policy against third party liability, effected with reputable insurers, providing for coverage in force with a limit of indemnity of not less than five million pounds (£5,000,000) in any one occurrence and unlimited in the number of occurrences per policy period and any other insurance that may be required by law. All insurance premiums and deductible payments in relation to the required insurance policy shall, at all times, be the responsibility of the Partner.
- 6.4.2 The Partner shall provide to Exponential-e:
- 6.4.2.1 upon request, a letter addressed to the Facility Operator, signed by an insurer or insurance broker of the Partner which is directly regulated by the UK Financial Services Authority confirming that the Partner has in place insurance coverage as required under the Contract; that all due premiums under such insurance have been paid and that such insurance is in full force and effect; and/or
- 6.4.2.2 if requested by Exponential-e, copies (certified in a manner acceptable to Exponential-e) of the renewal certificate or such other written evidence of renewal in relation to the required insurance as soon as possible, but in any event within fourteen (14) days of the renewal date.
- 6.4.3 The Partner shall be solely responsible for effecting insurance it requires in respect of the Partner/End User Equipment, against all usual commercial risks, taking into account the agreed limits and exclusions to liability set out in the Contract.
- 6.4.4 The Partner shall not bring any claim or action against Exponential-e or the Facility Operator in respect of any loss or damage which the Partner could recover under the required insurance policy or any insurance required by law (whether or not such insurance has been effected, or if effected, has been vitiated as a result of any act or omission of the Partner or any of its employees, agents, guests, contractors and/or the End User).
- 6.4.5 Neither the Partner, nor its employees, agents, guests, contractors and/or the End User shall take, or fail to take, any action, or (insofar as it is reasonably within its power) permit anything to occur which will entitle any insurer of the Facility to refuse to pay a claim under the insurance policy or which otherwise might prejudice the Facility's insurance policy or which may result in any insurance premiums payable by Exponential-e or the Facility Operator increasing.
- 6.4.6 The Partner shall:
- 6.4.6.1 give Exponential-e immediate notification in writing of any claim concerning the Contract which could be brought under the Facility's insurance policy accompanied by full details; and

- 6.4.6.2 diligently deal with all claims relating to the Facility's insurance policy in accordance with the insurer's requirements.
- 6.4.7 Neither failure to comply, nor full compliance, with the insurance provisions of the Contract shall limit or relieve the Partner of its liabilities and obligations under the Contract.
- 6.4.8 The Partner shall:
 - 6.4.8.1 pay to Exponential-e within fourteen (14) days of demand (subject to provision of reasonable documentary evidence of the same) any increased insurance premiums with respect to the Facility's insurance, to the extent that the same are incurred by Exponential-e or the Facility Operator as a result of the Partner's breach of the Contract;
 - 6.4.8.2 comply (or procure that the End User complies) as soon as reasonably practicable with the reasonable requirements and reasonable recommendations of the Facility's insurers in respect of the Partner/End User Equipment as advised to the Partner in writing in advance; and
 - 6.4.8.3 not effect any insurance of the Designated Space (as distinct from the Partner/End User Equipment), but if the Partner effects or has the benefit of any such insurance the Partner shall hold any insurance moneys upon trust for Exponential-e and pay the same to Exponential-e as soon as practicable.

6.5 Fees and Payment

- 6.5.1 Exponential-e shall be entitled to increase the Annual Charge where Exponential-e can reasonably demonstrate (i) that such an increase is due to an increased cost of providing the services due to increases imposed on Exponential-e by its suppliers (following thirty (30) days written notice); and/or (ii) it is necessary to do so following any applicable legal or regulatory changes (upon as much written notice as is reasonably practicable); (iii) that such an increase is due to an increased cost in providing the required power for the Data Centre Services (following thirty (30) days written notice); and/or (iv) that there has been an increase relating to applicable carbon emissions legislation in respect of the Partner Equipment located at the Data Centre Site. For the avoidance of doubt, any such increase will not exceed the increased cost incurred by Exponential-e in providing the Service(s). Exponential-e will provide reasonable documentary evidence to support such price increase to the Partner, upon request.

6.6 Grant of Licence

- 6.6.1 Exponential-e hereby consents to allow the Partner/End User to locate and operate the Partner/End User Equipment within the Designated Space, provided that the Partner/End User Equipment is connected to, and accesses, the Exponential-e network for the duration of the Data Centre Service(s).
- 6.6.2 The Partner acknowledges that it does not have an exclusive right to locate and operate equipment at the Data Centre Site. The Partner acknowledges that it gains no proprietary rights or interests in the Facility (including the Designated Space) and agrees that any rights conferred on the Partner by the Contract are the rights of a licensee only. Nothing in the Contract is intended to create any relationship of landlord and tenant between Exponential-e and the Partner or the Facility Operator and the Partner/End User.
- 6.6.3 The Partner shall not (and shall procure that the End User shall not) use any part of the Facility other than the Designated Space for the location of the Partner/End User Equipment. The Partner shall restrict (and shall ensure that the End User shall restrict) their physical presence at the Facility to the Designated Space and those communal areas that it reasonably needs to access to exercise its rights under the Contract.
- 6.6.4 The Partner represents and warrants (and shall ensure that the End User represents and warrants) that it shall only use the Designated Space in conjunction with its lawful business. The Designated Space may only be used for the hosting of information technology equipment and ancillary uses.

6.7 Exponential-e Obligations and Warranties

- 6.7.1 Exponential-e may at all reasonable times and on not less than two (2) Working Days' notice (except in case of Emergency, in which case Exponential-e will provide the Partner with notice as soon as reasonably practicable) enter the Designated Space in order to:
 - 6.7.1.1 inspect and record the condition of the Designated Space;
 - 6.7.1.2 remedy any breach or suspected breach of the Partner's obligations under the Contract;
 - 6.7.1.3 repair, maintain, clean, alter, replace, install, add to the Designated Space or connect up any service media;
 - 6.7.1.4 repair, maintain, alter or rebuild any part of the Data Centre Site; and/or

- 6.7.1.5 comply with any of its obligations under the Contract.
- 6.7.2 The Partner accepts that Exponential-e shall upon written notice (except in case of Emergency in which case Exponential-e will provide the Partner with notice of its actions promptly thereafter) be entitled to disconnect or physically terminate or detach or remove any cables laid by the Partner/End User in breach of the Contract and the reasonable cost directly and solely occasioned thereby shall be reimbursed by the Partner on demand as a debt.
- 6.7.3 Where Exponential-e provides Smart Hands services, Exponential-e shall provide such services with all due care and skill expected of a competent provider of “hands and eyes” services. Exponential-e shall not be considered to have any technical knowledge or expertise.
- 6.8. Partner Obligations and Warranties**
- 6.8.1 The Partner agrees and warrants that the Partner shall not (and shall ensure that its employees, contractors, guests, agents and the End User shall not) make:
- 6.8.1.1 any structural alteration or addition whatsoever in, on or to the Facility, the Data Centre Site or the Designated Space; and/or
- 6.8.1.2 any alteration or addition whatsoever to the fixtures and fittings in the Facility, the Data Centre Site or the Designated Space without the prior written consent of Exponential-e and then only by appointing a contractor approved by Exponential-e to undertake the same.
- 6.8.2 The Partner shall make good any disrepair for which the Partner is liable and any unauthorised alterations within fourteen (14) days after the date of written notice from Exponential-e (or sooner if Exponential-e reasonably requires) and if the Partner fails to comply with any such notice Exponential-e may carry out the work, and the reasonable cost occasioned thereby shall be reimbursed by the Partner on demand as a debt.
- 6.8.3 The Partner shall (and shall ensure that its employees, contractors, guests, agents and the End User shall):
- 6.8.3.1 maintain an up-to-date list of the Partner/End User Equipment located in the Designated Space and shall provide Exponential-e with a copy of the list and the technical specifications (including without limitation, floor loading, heat output and power consumption) of the Partner/End User Equipment upon request; and
- 6.8.3.2 ensure that the Facility, the Data Centre Site and the Designated Space is kept tidy and safe at all times; and
- 6.8.3.3 at all times comply with the then-current Facility Rules and the Acceptable Use Policy.
- 6.8.4 The Partner warrants that the location of the Partner/End User Equipment within the Designated Space will not give rise to any liability on the part of Exponential-e and/or the Facility Operator in relation to third party intellectual property right infringement.
- 6.8.5 The Partner shall not (and shall procure that its employees, agents, guests, contractors and the End User shall not):
- 6.8.5.1 allow any unauthorised party to (i) access the Facility or the Data Centre Site including the Designated Space, or (ii) use the Data Centre Service, and shall take all reasonable security measures to prevent the same; and
- 6.8.5.2 modify or interfere in any way with any equipment at the Facility (including the Data Centre Site) which is not the Partner/End User Equipment; and
- 6.8.5.3 do any act or thing (or fail to do any act or thing) that shall be a breach of any lease, licence or other agreement affecting the use of the Facility; and
- 6.8.5.4 do anything that would put Exponential-e or the Facility Operator in breach of any insurance policies or covenants; and
- 6.8.5.5 exceed any specified maximum electrical usage nor allow anything which could cause an interruption to power supplies at the Facility; and
- 6.8.5.6 make, or permit any person other than the Facility Operator and its authorised representatives to make any connection or disconnection of the Partner/End User Equipment, or any part thereof, to the power supply within the Data Centre Site; and
- 6.8.5.7 replace or move the Partner/End User Equipment or make any modification, alteration or addition to the Partner/End User Equipment which would result in material changes to the floor loading, heat output, power consumption and environmental conditions of the Partner/End User Equipment and the Designated Space; and
- 6.8.5.8 cause any injury or damage to, and in the case of the Partner/End User Equipment, any interference with, any person or property including (without limitation) the Facility (including the Data Centre Site) and any

equipment owned by any other person located at the Facility. If interference does occur between the Partner/End User Equipment and the equipment of a third party, the matter shall be resolved by the Facility Operator in its absolute discretion and the Partner shall comply with such resolution. Should, following investigation by the Facility Operator, it be established that the interference is caused by the Partner/End User Equipment, the Partner shall reimburse Exponential-e for the Facility Operator's costs of investigation and the cost of repairing or replacing any damaged Partner/End User Equipment or the equipment of any third party and shall pay such sums on demand to Exponential-e.

6.8.6 Breach of Clause 6.8 shall be considered a material breach of the Contract.

6.8.7 If the Partner becomes aware that they are in breach of this Clause 6.8, the Partner shall advise Exponential-e without delay and immediately commence actions to remedy the breach.

6.8.8 The Partner shall indemnify and keep Exponential-e indemnified and hold Exponential-e harmless from and against all losses, liabilities, damages, costs, claims, demands and expenses arising out of, or in relation to, any breach by the Partner (including its Partners, employees, agents, guests and contractors) of the provisions of Clauses: 6.8.3.3; and/or 6.8.4; and/or 6.8.5.

6.9 Term and Termination

6.9.1 Upon termination of a Service and/or the Contract for any reason:

6.9.1.1 (subject to any right of lien vested in Exponential-e in respect of the Partner/End User Equipment) within two (2) Working Days Partner must remove the Partner/End User Equipment and any associated cabling from the Designated Space and reinstate the Designated Space to the reasonable satisfaction of Exponential-e, and pay all reasonable costs and expenses incurred by Exponential-e relating to the disconnection and removal of the Partner/End User Equipment. If the Partner fails to remove the Partner/End User Equipment within the aforementioned two (2) Working Day period, Exponential-e shall have the right (but not the obligation) to remove the Partner/End User Equipment and arrange either (i) for its delivery to the Partner's registered address (and the Partner shall indemnify Exponential-e for the costs and expenses it incurs as a result of removing the Partner/End User Equipment and delivering it to the Partner as per the provisions of this Clause) or (ii) sell the Partner/End User Equipment and account to the Partner for the proceeds of the sale; and

6.9.1.2 save as provided in 6.9.1.1 above, Exponential-e shall cease the Partner/End User's access to the Service(s) (and any associated cross-connect Connectivity Service) and the Exponential-e Site.

6.9.2 Any provision of these Additional Terms which expressly or by implication is intended to come into or continue in force on or after termination of the Contract, including Clauses 6.2 (Partner/End User Equipment), 6.4 (Insurance), 6.7 (Additional Exponential-e Obligations and Warranties), 6.8 (Partner Obligations and Warranties), 6.9 (Term and Termination) shall survive termination and remain in full force and effect.

6.10 COMPLAINTS PROCEDURE

6.10.1 Details of Exponential-e's complaints process and policy are available at <http://www.exponential-e.com/contact-us> and upon request from legal@exponential-e.com.