



CROWN HOSTING Customer Responsibilities

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1 CUSTOMER EQUIPMENT AND THE SUPPLIER'S EQUIPMENT

- 1.1 Risk and title in the Supplier Equipment shall remain at all times with the Supplier.
- 1.2 The Customer acknowledges that:
 - 1.2.1 the Supplier shall not be responsible for insuring the Customer Equipment; and
 - 1.2.2 it is responsible for ensuring it has adequate arrangements in place to protect against loss or damage to the Customer Equipment (including, for example, appropriate insurances or self-insurance for such loss or damage).

Subject to Clause 35 (Limitations on Liability) of the Standard Terms, nothing in this paragraph 1.2 shall limit the Supplier's liability to the Customer for any damage or loss caused by the Supplier or for which the Supplier is otherwise liable (including as a result of any negligence or fault attributed to the Supplier or breach of the Call-Off Agreement).
- 1.3 The Customer shall ensure that the Customer Equipment complies with all applicable Laws and standards at all times and will be operated and maintained by the Customer in a manner so as to avoid injury, hazard or damage to the Relevant Data Centre or any person.
- 1.4 The Customer shall not alter, tamper with, adjust, or repair any equipment or property not belonging to the Customer including (in particular) the Supplier Equipment.
- 1.5 The Customer shall not bring into the Data Hall any cardboard or other packaging materials likely to increase dust levels in the Data Hall, increase the risk of fire, or obstruct access or escape routes.
- 1.6 The Customer shall, on reasonable request from the Supplier, from time to time provide the Supplier with such relevant information as the Supplier reasonably requires to enable it to estimate the likely emissions from the Data Centre and/or Estate to the extent such information relates to the Customer's Commissioned Facilities.
- 1.7 During implementation of a new Service Request, the Supplier shall use reasonable endeavours to ensure an even balance of load across the available phases. During ongoing operation, and more specifically during removal of load, the Customer shall cooperate with the Supplier in connection with any load or phase balancing (or checks in relation thereto) of the supply of electricity to the Data Centre and/or the Data Hall and shall make such changes to the power connections used by

the Customer in the Data Centre as may be reasonably required by the Supplier to maintain the efficiency and resilience of the Data Hall.

2 DAMAGE TO THE DATA CENTRE OR ESTATE

- 2.1 The Customer shall not cause or permit to be caused any physical damage to the Commissioned Facilities or to the Relevant Data Centre or to the Estate.
- 2.2 If the Customer causes damage to the Commissioned Facilities or to the Relevant Data Centre or to the Estate, it shall be responsible for making good that damage to the Supplier's reasonable satisfaction as required to meet (but not exceed) the standard that existed before the relevant damage occurred subject to fair wear and tear.
- 2.3 The Customer shall promptly notify the Supplier of any defect or disrepair at the Relevant Data Centre of which it becomes aware.
- 2.4 If any discharge or operation of the fire detection or suppression systems at a Relevant Data Centre is caused by Customer Equipment or Customer Personnel, the Customer acknowledges that the cost of any works to reset or recharge the discharged fire detection or suppression systems at the Relevant Data Centre and the proper cost of any attendance of the fire services shall be a Loss recoverable by the Supplier from the Customer in accordance with the Standard Terms but only to the extent that such loss is not recovered under any insurance policy maintained by the Supplier and without limiting the Supplier's obligations under Clause 41.4 of the Standard Terms.

3 ALTERATIONS AND WORKS

- 3.1 **Restrictions on alterations and the exercise of related rights**
 - 3.1.1 The Customer shall not bring or install any Customer Equipment into the Data Centre or carry out any alterations or additions to the Data Centre or to any wiring or installations within the Data Centre unless expressly permitted to do so by this **paragraph 3**.
 - 3.1.2 Without prejudice to the generality of **paragraph 3.1.1**, the Customer shall not install any Customer Equipment in or make any alterations to any Cold-aisle or Hot-aisle.
 - 3.1.3 The Customer shall not install or use Connections other than Permitted Connections.
 - 3.1.4 The Customer shall not connect to the Supplier's electrical supply other than via the bus-bars or power distribution units (as appropriate to the Relevant Data Centre) that are provided by
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the Supplier for the purpose of providing power to Customer Equipment.

3.2 Permitted alterations

3.2.1 The Customer may, subject to compliance with **paragraph 3.3**:

- (a) install, modify or remove Customer Equipment in accordance with the DCPPP; and
- (b) exercise its rights relating to Permitted Connections granted in paragraph 2.1.5(d) of Schedule 4.1 of the Framework Agreement.

3.3 Works and Customer contractors

3.3.1 The Supplier shall co-operate in good faith with the Customer if the Customer seeks to undertake:

- (a) works to install Customer Equipment; or
- (b) works to maintain, repair, renew or remove Customer Equipment,

whether in the Data Hall or elsewhere in the Relevant Data Centre or the Estate in exercise of the rights relating to Permitted Connections granted in paragraph 2.1.5(d) of Schedule 4.1 of the Framework Agreement ("**Works**").

3.3.2 Before starting any Works, the Customer shall:

- (a) obtain the Supplier's approval of the identity of any third party contractor(s) engaged by the Customer to undertake the Works;
 - (b) obtain the Supplier's approval for any alteration or removal of the blanking that forms part of the Cabinets;
 - (c) give full details of the Works and obtain the Supplier's approval of all other elements for which approval is required pursuant to the DCPPP;
 - (d) obtain at its own expense all permissions, licences, certificates, consents and approvals required by Law for the Works (the "**Consents**") and give copies of the Consents to the Supplier (except to the extent that such Consents are internal to the Customer or publically available); and
 - (e) give the Supplier written notice of the date it plans to start the Works and obtain the Supplier's approval of any
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proposed risk assessment, method statement and programme of works.

3.3.3 The Customer shall execute any Works at its sole cost in a good and workmanlike manner using good-quality materials in accordance with:

- (a) the plans and specifications previously approved in writing by the Supplier;
- (b) the proposed risk assessment, method statement and programme of works approved by the Supplier pursuant to **paragraph 3.3.2(e)**;
- (c) Good Industry Practice, the Standards and all Law then affecting the Works or the means by which they are carried out; and
- (d) the DCPPP.

3.3.4 The Customer shall ensure that while executing any Works:

- (a) the Works cause the minimum of disturbance to the Supplier and/or the tenants and occupiers of the Relevant Data Centre or Estate;
- (b) no materials are put on the staircases, corridors, fire escapes or other shared areas of the Relevant Data Centre or Estate, which are to be kept unobstructed at all times and left in a clean and tidy condition at the end of each day and on completion of the Works; and
- (c) if any damage is caused in the course of any Works to the Data Hall, the Data Centre, the Estate or to any adjoining or neighbouring property by the Customer, to make it good to the Supplier's reasonable satisfaction.

3.3.5 The Customer shall:

- (a) finish any Works (including any making good pursuant to **paragraph 3.3.4(c)**) as soon as is reasonably practicable after commencing the same;
 - (b) notify the Supplier in writing, on the completion of such Works; and
 - (c) where reasonably required by the Supplier for the purposes of maintaining its building records, provide to the Supplier three sets and one disk in DWG format (with
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bound xrefs) of the “as built” drawings and specifications unless otherwise agreed with the Customer.

4 RISK

4.1 The Customer must ensure that:

4.1.1 all Cabinets are locked securely;

4.1.2 all Customer Equipment has adequate access to the flow of air through or around it and that any Customer Equipment that is not designed for cooling using front to back airflow is appropriately housed in its Cabinet so as to permit it to be cooled by a the normal flow of air from the Cold-aisle exhausted to the Hot-aisle, where that is an inherent requirement in the design of the Relevant Data Centre (for example the current free air cooled solution offered by the Supplier);

4.1.3 all Customer Equipment is either dual corded or connected to a static switch that is dual corded; and

4.1.4 all Customer Equipment is connected to both the A and B power supplies.

5 USE

5.1 The Customer shall not exceed:

5.1.1 as applicable, either of the:

(a) Maximum Raised Floor Tap-Off Load; or

(b) Maximum Aisle Tap-Off Load;

5.1.2 the Maximum Facilities Tap-Off Load; or

5.1.3 the Maximum Floor Loading,

and if the Customer exceeds either of these, the Supplier may notify the Customer and, if it does so, the Customer shall reduce promptly and without delay its draw on power and/or floor loading to within the relevant prescribed amount.

5.2 The Customer shall use all reasonable endeavours to ensure that the Customer Equipment has a power factor of between REDACT, inclusive. If any Customer Equipment exceeds this range, the Supplier may by notice in writing vary the Maximum Aisle Tap-off Load or the Maximum Facilities Tap-off Load proportionately to take into account the actual power factor of the Customer Equipment. In addition, the Supplier shall work with the Customer in good faith to undertake such remedial action as may be appropriate to mitigate the impact of Customer Equipment with a power factor outside of the afore

mentioned range on the Service Levels, Customer Equipment or excess power draw required above the available power capacity, such corrective action to potentially include making a power factor correction, and/or relocation or removal of Customer Equipment which are responsible for the out of range power consumption.

5.3 The Customer shall not:

5.3.1 cause a nuisance to other customers in the Data Centres, to the Supplier or its tenants or occupiers of adjoining or neighbouring parts of the Supplier's Estate or of any other third party;

5.3.2 use the Data Centre or the Supplier's Estate for any illegal purpose or for any residential or sleeping purpose; or

5.3.3 store any dangerous, inflammable, explosive, noxious or offensive substance in the Data Centre or the Supplier's Estate.

5.4 The Customer shall comply with the applicable Law in respect of the Customer Equipment, the carrying out of any Works, and its use and occupation of the Data Centres or the Supplier's Estate.

5.5 The Customer shall comply with the DCPPP and with all other reasonable regulations relating to access to the Supplier's Estate as may from time to time be notified in writing by the Supplier to the Customer for the proper management of the Relevant Data Centre or Estate.

5.6 The Customer shall not place any goods or other items on or within the Common Parts or the Communal Areas and shall not obstruct the Common Parts or the Communal Areas.

5.7 Subject to the Framework Agreement, this Call-Off Agreement or any other arrangements to the contrary, the Customer shall at the end of the Committed Service Period:

5.7.1 return the relevant Commissioned Facilities with vacant possession and all keys to the Supplier and remove all Customer Equipment; and

5.7.2 replace or renew any of the Supplier's fixtures and fittings that are missing, broken, damaged or destroyed as a result of the Customer's removal of Customer Equipment, with other fixtures and fittings of a similar type or of equal specification.

5.8 The Customer:

5.8.1 acknowledges that in accordance with Schedule 3.6 (Security Management) of the Framework Agreement the security and

integrity of the Relevant Data Centre are of paramount importance;

5.8.2 agrees that the exercise of its rights granted in paragraph 2.1 of Schedule 4.1 (Supplier Solution) is always subject to compliance by the Customer with the DCPPP and other relevant clauses of this Agreement including paragraph 3.3 of this Schedule 3.4; and

5.8.3 acknowledges that the rights granted to use shared facilities forming part of the Communal Areas may be subject to the fair usage policies and booking requirements under the DCPPP.

5.9 The Customer shall not permit a Telecommunications Operator to serve its other customers from within the Commissioned Facilities.

6 APPROVALS

6.1 The Supplier shall not unreasonably withhold or delay any approval or consent required to be given by the Supplier in accordance with this Schedule 3.4 (Customer Responsibilities) including in circumstances where:

6.1.1 in relation to the approval of the identity of any third party contractor engaged by the Customer to undertake the Works, the contractor proposed by the Customer:

- (a) is reputable or adequately experienced in working in data centres (or will be adequately supervised); or
- (b) has not been previously excluded or prevented from undertaking similar work by the Supplier; and

6.1.2 in relation to the undertaking of Works, the Works will not affect the efficiency, safety or continuous operation of the Relevant Data Centre or the ability of the Supplier to provide the Services in accordance with the Service Levels or provide similar services to similar levels to other occupiers of the Relevant Data Centre).

6.2 If the Supplier withholds or delays any approval or consent required to be given by the Supplier any consent required to be given in accordance with this Schedule 3.4 (Customer Responsibilities), the Supplier shall promptly provide the Customer with an explanation as to why such approval or consent has not been granted and work with the Customer to seek a resolution agreeable to the Customer and Supplier.

6.3 The Supplier gives no warranty to the Customer in respect of any approval or consents given by the Supplier in accordance with this Schedule 3.4 (Customer Responsibilities).

Appendix 1 DCPPP

The following documents comprise the DCPPP:

REDACTED

Appendix 2 Additional Definitions

“Aisle”	a part of the Data Hall being a unit comprising a Cold-aisle and the Cabinet Areas on each side of that Cold-aisle
“Cabinet Area”	those parts of the Data Hall designated by the Supplier as being areas in which Cabinets or un-racked Customer Equipment may be installed
“Cold-aisle”	those parts of the Relevant Data Centre used for the supply of cool air
“Estate”	the data centre campus upon which the Relevant Data Centre is located.
“Hot-aisle”	those parts of the Relevant Data Centre used for the extraction of hot air
“Maximum Aisle Tap-Off Load”	where the Data Hall comprises Aisles this shall be REDACT unless and to the extent that a higher limit is set for any Aisle in a Service Request
“Maximum Facilities Tap Off Load”	shall be expressed in kW and shall be the “Capacity to be commissioned” as set out in the Service Request for each element of the Data Hall.
“Maximum Floor Loading”	REDACT unless and to the extent that a higher limit is specified in the Service Request
“Maximum Raised Floor Tap-Off Load”	where the Data Centre is located within a Relevant Data Centre with raised floors, REDACT of the Dedicated Data Hall Space
Works	has the meaning given in paragraph 3.3.1 of Schedule 3.4 (Customer Responsibilities).