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CH Framework Agreement
Schedule 6.8 (Capacity Management Procedure)

Crown Hosting Framework Agreement

Schedule 6.8

Capacity Management Procedure

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1. Introduction

- 1.1 The Parties acknowledge the importance of capacity forecasting and management to:
- a) provide transparency as to anticipated demand for the Services from Customers;
 - b) allow the Supplier to plan ahead effectively to ensure the Data Centres have sufficient capacity to meet anticipated demand for the Services;
 - c) provide assurance to the Framework Authority that the Supplier can meet anticipated demand for the Services within agreed parameters;
 - d) adopt clear principles to define the capacity parameters, consistent with evolving demand from Customers; and
 - e) manage capacity restrictions through a clear process that is intended to minimise any adverse impact on Customers where demand exceeds agreed capacity levels.

2. Demand Forecasts

- 2.1 Each Quarter, the Supplier shall prepare a report ("**DatacentreCo Demand Forecast**") setting out anticipated future demand for the Services from each of the Customers (broken down per type of Commissioned Facility and (for Dedicated Data Hall Space) any requirement to meet "secret" or "top secret" security needs) for:
- a) each calendar month in that Quarter and the next Quarter ("**near range**"); and
 - b) for the next two Quarters after the near range and thereafter each of the following four Contract Years (or until expiry of the Term if earlier) ("**long range**"), with such long range projections split further between a "low", "most likely" and "high" confidence level for projected volume forecast.
- 2.2 The Supplier shall prepare the DatacentreCo Demand Forecast having regard to:
- a) the Services which Customers have commissioned/decommissioned (or requested to commission/decommission) through the Service Request Procedure, as detailed in the Service Request Matrix;
 - b) information provided by Customers regarding future anticipated demand for the Services pursuant to the Customer forecasting responsibilities set out in paragraph 3.1(b) of Schedule 3.4 (Customer Responsibilities) of the Standard Terms;
 - c) information provided by the Framework Authority or Potential Customers regarding future anticipated demand for the Services from Potential Customers; and
 - d) the Supplier's own market research on the growth trends generally anticipated within the data centre market for the levels of data centre capacity likely to be required for customers with a hosting requirement similar to the Customers.
- 2.3 The Supplier shall compile and issue the DatacentreCo Demand Forecast to the Framework Authority within ten (10) Working Days of the Framework Effective Date and within ten (10) Working Days of the start of each Quarter thereafter.
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- 2.4 Each version of the DatacentreCo Demand Forecast shall provide a rolling near range and long range forecast of the anticipated demand for the Services from Customers (and future customers) for the following four years or (if shorter) for the remainder of the Term.
- 2.5 For the near range forecast, the Supplier shall show its currently available capacity in relation to the DatacentreCo Demand Forecasts and provide for that capacity as outlined in paragraph 3 and 4.
- 2.6 For the long range forecast, the Supplier shall show its ability to meet potential demand as set out in paragraph 4.

3. Available Capacity

- 3.1 The Supplier shall discuss the DatacentreCo Demand Forecast in good faith with the Framework Authority with a view to reaching agreement on the minimum level of space (m²) and capacity (kW) which it shall make available for Customers within the Data Centres during the near range forecast period ("**Available Capacity Level**"), such agreement to be reached within ten (10) Working Days of receipt of the DatacentreCo Demand Forecast and not to be unreasonably withheld or delayed by either Party.
- 3.2 The Parties shall have regard to the following principles when setting the Available Capacity Level:
- a) the Available Capacity Level is expected to increase through the Term as Customers migrate additional infrastructure into the Data Centres upon expiry of legacy hosting service arrangements and new customers enter into Call-Off Agreements for the provision of Services;
 - b) the Available Capacity Level should include contingency to meet demand at or above **REDACTED** of the near range forecast in the latest DatacentreCo Demand Forecast;
 - c) the DatacentreCo Demand Forecast figures for the next Quarter are likely to be more accurate than for subsequent Quarters and this relative accuracy may be taken into consideration when setting the relevant Available Capacity Level; and
 - d) the Supplier may reasonably limit an increase in the Available Capacity Level if the DatacentreCo Demand Forecast for the relevant Quarter fluctuates by more than the levels set out in the table below.

Forecast period	Permitted fluctuation in forecast demand above the Available Capacity Level for the relevant forecast period in the previous Quarter
The first month of the relevant Quarter	REDACTED
The second and third month of the Quarter	REDACTED
The next following Quarter (months 4 - 6)	REDACTED
The next following two Quarters (months 7 - 12)	REDACTED

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- 3.3 The Supplier shall make available sufficient space (m²) and capacity (kW) within the Data Centres and secure sufficient associated services (such as cooling, power, networking and support) to meet the Available Capacity Level. The Supplier shall fulfil all Service Requests issued by Customers which require Services to be provided within the Available Capacity Level.
- 3.4 The Supplier shall routinely monitor Service Requests issued by Customers to ensure demand aligns with the Available Capacity Level. The Supplier shall immediately notify the Framework Authority if demand is or is reasonably likely to exceed the applicable Available Capacity Level. The Framework Authority and Supplier shall then discuss the matter in good faith to determine the extent to which the Supplier can reasonably meet demand from Customers following which the Framework Authority shall instruct the Supplier whether to proceed to accept the relevant Service Request(s) or recommend an adjustment to the Service Request (in each case after consultation with the relevant Customer), provided that nothing in this paragraph 3.4 or elsewhere in the Framework Agreement or Call-Off Agreement shall require the Supplier to accept a Service Request which involves provision of Services in excess of the Available Capacity Level.
- 4. Capability Report**
- 4.1 The Supplier shall prepare and maintain a report ("**DatacentreCo Capability Report**") setting out:
- a) how the Supplier will manage the Data Centre infrastructure to meet the Available Capacity Levels; and
 - b) the extent to which the Data Centre infrastructure is capable of meeting Customers' long range demand requirements.
- 4.2 The Supplier shall provide an updated version of the DatacentreCo Capability Report to the Framework Authority each Quarter at the same time as the DatacentreCo Demand Forecast.
- 4.3 The Parties shall review the DatacentreCo Capability Report in good faith with a view to ensuring the report:
- a) provides a comprehensive and coherent explanation as to how the Supplier will effectively manage the Data Centre infrastructure to meet future demand (for example through the construction or procurement of further data centre sites), in particular where forecasts suggest a significant increase in capacity will be required having regard demand from all customers; and
 - b) clearly identifies any potential gaps between forecast demand and future capacity and provides a clear plan to set out how those gaps will be managed to avoid detriment to Customers and the Framework Authority.
- 4.4 The Supplier shall make such adjustments to the DatacentreCo Capability Report as the Framework Authority may reasonably require to ensure compliance with the requirements set out in paragraph 4.3.
- 4.5 The Supplier shall use all reasonable endeavours to deliver the Services and manage the long range capability of the Data Centres consistent with the arrangements set out in the DatacentreCo Capability Report.
- 4.6 The Supplier shall ensure the content of DatacentreCo Capability Report is updated routinely each Quarter to provide an up to date view on future capabilities.
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