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CH Standard Terms

Schedule 3.4 (Customer Responsibilities)

Crown Hosting Standard Terms

Schedule 3.4

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1. Introduction

The responsibilities of the Customer set out in this schedule shall constitute the Customer Responsibilities under this Agreement.

2. General Obligations

2.1 The Customer shall:

- (a) perform its obligations which are set out in the Standard Terms, the Call-Off Order Form, the applicable Service Request and the Contract Controlled Documents in a timely manner or within the relevant timescale where a timescale is expressly stated;
- (b) use its reasonable endeavours to provide the Supplier with access to appropriate members of the Customer's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;
- (c) provide sufficient and suitably qualified staff to fulfil the Customer's roles and duties under the Call-Off Agreement as defined in the Implementation Plan; and
- (d) use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of the Call-Off Agreement provided that such documentation, data and/or information is available to the Supplier and is authorised for release by the Supplier.

2.2 The above Customer Responsibilities shall be provided to the Supplier free of charge unless otherwise agreed between the Supplier and the Customer.

3. Specific Obligations

3.1 The Customer shall:

- (a) use reasonable endeavours to co-operate with the Supplier to optimise the density of the racks utilised within a Commissioned Facility with a view to maintaining a Cabinet Space Density and/or a Cabinet Power Density of at least 60% across its Cabinets and seeking to avoid potential capacity shortages and location inefficiencies;
- (b) if the Supplier has entered into a Climate Change Agreement (or equivalent) in relation to a Data Centre, use reasonable endeavours to co-operate with the Supplier to optimise the efficiency of the Customer's equipment located in the Data Centre by assisting the Supplier to meet its obligations under the Climate Change Agreement by, in particular, complying with paragraph (a) above.
- (c) ensure that the kW capacity of equipment installed in Cabinet Space, Floor Space, or in a Dedicated Data Hall does not exceed 100% of the capacity commissioned for use as identified in the prevailing Service Request Matrix;

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- (d) provide a routine forecast to the Supplier (at least Quarterly) with details of any Commissioned Facilities which the Customer anticipates it is likely to require to commission (or decommission) for use within the Data Centres and which are not already specified as commissioned (or to be commissioned or decommissioned) for use in the Service Request Matrix. The forecasts are intended to provide a best estimate of future demand for Services during the remainder of the Term, to assist the Supplier in the preparation of the Quarterly Demand Forecast; and
- (e) comply with the additional responsibilities set out in Annex A.

ANNEX A - ADDITIONAL CUSTOMER RESPONSIBILITIES