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CH Framework Agreement
Schedule 3.2 (Pricing)

Crown Hosting Framework Agreement

Schedule 3.2

Pricing

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Introduction

- 1.1 This Schedule sets out:
- (a) the mechanism for calculating the Rental Charge;
 - (b) the mechanism for calculating the Commissioning Charges;
 - (c) the mechanism for calculating the Power Charge;
 - (d) the mechanisms for calculating charges for Additional Services;
 - (e) the mechanism for calculating the Volume Rebate;
 - (f) the payment terms;
 - (g) the mechanism for indexing certain Charges; and
 - (h) the requirements for carbon related charges.
- 1.2 The Charges set out or referred to in this Schedule 3.2 (Pricing) are the only charges that the Supplier can charge to the Customers for the provision of the Services. No additional fees, charges or expenses shall be payable by Customers to the Supplier in addition to those set out or referred to in this Schedule 3.2 (Pricing). No fees, charges or expenses shall be payable by the Framework Authority to the Supplier under this Agreement.
- 1.3 The Supplier shall make available to the Framework Authority its estimations and projections of future costs and Charges and its records and accounts of all actual costs and Charges relating to the Services in accordance with the financial transparency requirements referred to in Schedule 5.3 (Financial Reports and Audit Rights).
- 1.4 Any variation to the Charges shall only apply if agreed in writing and in advance in accordance with the Change Control Procedure.
- 1.5 All Charges set out in this Schedule 3.2 (Pricing) are exclusive of VAT.
- 1.6 Except as set out in paragraph 9, Indexation shall not apply to any Charges under this Agreement.
- 2. Rental Charge**
- 2.1 The Rental Charge shall be calculated monthly in arrears (at the end of each calendar month) for each Commissioned Facility commissioned for use in that month, applying the mode of calculation and unit price set out in the table below. The Rental Charges shall be calculated separately for each type of Commissioned Facility. The Rental Charges include the provision of Data Hall bus-bars/power distribution units (as appropriate to the Relevant Data Centre).

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Type of Commissioned Facility	Mode of calculation	Unit price per calendar month	
Floor Space	The aggregate capacity (kW) of those Commissioned Facilities comprising floor space within a Mixed Tenant Data Hall (to be expressed to the next nearest 0.1kW in respect of any Committed Service Period) as identified in the Service Request Matrix, subject to a minimum kW value, for each piece of floor based equipment, equivalent to 2kW for each m ² of floor space (including maintenance space specified by the manufacturer) as required for that piece of equipment.	Committed Service Period	Price
		1 month	REDACTED
		6 months	REDACTED
		12 months	REDACTED
		24 months	REDACTED
		36 months	REDACTED
		48 months	REDACTED
		60 months	REDACTED
Cabinet Space	The aggregate power capacity (kW) of those Commissioned Facilities comprising cabinet(s) located within a Mixed Tenant Data Hall (to be expressed to the next nearest 0.1kW in respect of any Committed Service Period) as identified in the Service Request Matrix.	Committed Service Period	Price
		1 month	REDACTED
		6 months	REDACTED
		12 months	REDACTED
		24 months	REDACTED
		36 months	REDACTED
		48 months	REDACTED
		60 months	REDACTED
Dedicated Data Hall Space	The aggregate power capacity (kW) of those Commissioned Facilities within Dedicated Data Halls (to be expressed to the next nearest 0.1kW in respect of any Committed Service Period) as identified in the Service Request Matrix subject to a minimum kW value:	Committed Service Period	Price
		12 months	REDACTED
		24 months	REDACTED
		36 months	REDACTED
		48 months	REDACTED

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	(i) for the area occupied by cabinets, equivalent to 2kW for each m ² of floor space occupied by the cabinets; and (ii) for each piece of floor based equipment, equivalent to 2kW for each m ² of floor space (including maintenance space specified by the manufacturer) as required for that piece of equipment.	60 months	REDACTED

2.2 If the Customer's commissioned capacity for a Commissioned Facility type in that month falls below the minimum capacity requirements set out in the table below ("**Minimum Commitment**"):

- (a) the Supplier shall be entitled to invoice the Customer for the shortfall in Rental Charges for each applicable Commissioned Facility type up to the Minimum Commitment; and
- (b) the additional Rental Charges shall be based on the unit price applicable to the shortest Committed Service Period for the relevant Commissioned Facility type,

where the Minimum Commitment referred to in this paragraph shall:

- (c) be calculated separately for each Commissioned Facility type which the Customer has commissioned for use in the relevant month, in aggregate across all Committed Service Periods, as at the last day of the month; and
- (d) only apply where the Customer has requested that a Commissioned Facility of the relevant type is available for use during the relevant month and shall not apply if the Customer has no requirement for a particular type of Commissioned Facility.

Type of Commissioned Facility	Minimum Commitment
Floor Space	2 kW
Cabinet Space	2 kW
Dedicated Data Hall Space	500 kW (Official)
	200 kW (Secret / Top Secret)

2.3 The Service Request Matrix maintained by the Supplier in accordance with Schedule 3.3 to the Standard Terms (Service Request Procedure) shall be used as a reference point for identifying:

- (a) which Commissioned Facilities are commissioned (or due to be commissioned or decommissioned) for use in the relevant month; and

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- (b) the Committed Service Period for each of those Commissioned Facilities.
- 2.4 The Rental Charge for a Commissioned Facility shall only fall due between:
 - (a) the relevant Service Commission Date; and
 - (b) the later of the Service Decommission Date or the expiry of the Decommissioning Lead Time (or, if earlier, the date on which the relevant Call-Off Agreement terminates).
- 2.5 The Committed Service Period for a Commissioned Facility shall continue until the last day of the calendar month in which the Committed Service Period would otherwise expire. Accordingly, a Commissioned Facility with a six month Committed Service Period commencing on 6 May will operate until 30 November.
- 2.6 In respect of any calendar month where a Commissioned Facility is only commissioned for use for part of that month (i.e. where the relevant: (i) Service Commission Date; or (ii) Service Decommission Date or expiry of a Decommissioning Lead Time, falls on a day other than the first (in the case of (i)) or last (in the case of (ii)) day of the calendar month), the Rental Charge shall be levied at a rate equal to 1/30th of the Rental Charge for each day within the calendar month where the Commissioned Facility is commissioned for use (to include the relevant Service Commission Date / Service Decommission Date as appropriate).
- 2.7 Subject to clause 2.8, on expiry of a Committed Service Period, the Supplier shall continue to provide Services on the basis of the shortest available Committed Service Period (i.e. one month for Floor Space and Cabinet Space; 12 months for Dedicated Data Hall Space) unless the Customer issues a Service Request requesting:
 - (a) a longer Committed Service Period in accordance with paragraph 4 of Schedule 3.3 to the Standard Terms (Service Request Procedure) (in which case the Committed Service Period shall be renewed for such longer period(s) from the relevant Service Renewal Date); or
 - (b) the Commissioned Facility to be decommissioned with effect on, or prior to, the expiry of the Committed Service Period.
- 2.8 If:
 - (a) the Customer has exercised its option to extend the Term of the Call-Off Agreement in accordance with clause 42 of the Standard Terms; and
 - (b) following the exercise of that option, the Customer has submitted a Service Request Form to the Supplier requesting an extension or renewal of a Committed Service Period in accordance with Schedule 3.3 to the Standard Terms (Service Request Procedure) for a period that extends beyond the date on which the Term would otherwise expire,

subject to paragraph 9 of this Schedule 3.2 (Pricing), the Rental Charges for the extended or renewed Committed Service Period shall be the Rental Charges that applied to the Committed Service Period immediately before it was renewed or extended unless the Customer otherwise notifies the Supplier. The Parties acknowledge and agree that the intention of this paragraph is

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to ensure that Customers are able to continue to receive the benefit of their then current pricing, should the Term be extended.

2.9 If the Customer requires Dedicated Data Hall Space to meet "secret" or "top secret" security classifications:

- (a) the Committed Service Period shall be twenty four (24) months or longer as agreed in the Service Request;
- (b) the PUE defined in paragraph 4.1 shall be set at **REDACTED** for that Dedicated Data Hall Space;
- (c) the Additional Service for Floor Strengthening shall not be available for the applicable Dedicated Data Hall Space unless and until a new Additional Service specific to Floor Strengthening for "secret" or "top secret" security classifications has been agreed in accordance with the Change Control Procedure;
- (d) the Additional Service for Intelligent hands shall not be available for the applicable Dedicated Data Hall Space unless and until a new Additional Service specific to Intelligent Hands for "secret" or "top secret" security classifications has been agreed in accordance with the Change Control Procedure; and
- (e) the Rental Charges shall be subject to the following percentage uplift:

Enhanced security classification	Uplift
Secret	REDACTED
Top Secret	REDACTED

For example, the Rental Charges for Dedicated Data Hall Space for 48 months required to meet a secret security classification would be calculated as follows:

2.10 **REDACTED** The Parties acknowledge that, without limiting any other requirements set out in the Framework Agreement or any Call-Off Agreement, the uplift in paragraph 2.9(e) of this Schedule 3.2 (Pricing) shall be payable by the Customer in consideration for the Supplier providing the Services to meet the Classified Security Requirements for "secret" or "top secret" (as appropriate) in Annex 1 of Schedule 3.1 (Service Description). If pursuant to paragraph 5 of Schedule 3.1 (Service Description), the Customer requires the Supplier to meet Classified Security Requirements beyond those set out in Annex 1 of Schedule 3.1 (Service Description) and/or to a greater extent than the Supplier has described its provision in Schedule 4.1:

- (a) the Supplier may request a further uplift to the Charges by way of compensation for the additional costs directly incurred by the Supplier to the extent required to meet those additional requirements; and
- (b) consideration and approval of the Supplier's request for a further uplift shall not be unreasonably withheld or delayed by the Customer provided the requested change to

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the uplift is calculated in accordance with the principles in paragraph 4.5 of Schedule 4.2 (Change Control Procedure) of the Standard Terms.

3. Commissioning and Decommissioning Charges

3.1 The Customer may require the Supplier to:

- 3.1.1 commission or decommission a Commissioned Facility (in each case consistent with the capacity levels expressed in paragraph 2.2) at any time by placing a Service Request in accordance with the Service Request Procedure; or
- 3.1.2 cancel a Service Request (in whole or part) relating to a Commissioned Facility, by notifying the Supplier in writing no later than the relevant Service Commission Date, Service Renewal Date or Service Decommission Date.

3.2 If the Customer wishes to postpone the date specified in a Service Request as the Service Commission Date or Service Renewal Date it must cancel the relevant Service Request and issue a new Service Request, or leave the Service Request in place and pay the Charges with effect from the stated Service Commission Date / Service Renewal Date.

3.3 The Customer may not cancel or postpone the date specified in a Service Request to decommission a Commissioned Facility. Customers wishing to cancel or postpone a Service Request to decommission Commissioned Facilities should issue a new Service Request to require new space to be commissioned.

3.4 Subject to this paragraph 3 any request by the Customer to commission or decommission a Commissioned Facility or cancel a Service Request, shall be subject to the following one-off charges:

Request type	One-off charge due
Commissioning Charges	
Commission Cabinet Space	This charge shall be payable on the Service Commission Date and shall be calculated at REDACTED for each 4kW (whole or part) increment of Cabinet Space commissioned for use by the Customer (or if the Customer has specified a minimum number of Cabinets which is above the number of 4kW increments or parts thereof then REDACTED for each such Cabinet) provided that: (i) the charge shall only fall due when commissioning new Cabinet Space and shall not (for example) be applied when requesting a Service Renewal Date or reallocating existing Cabinet Space to a Service Recipient; and (ii) the Supplier shall use all reasonable endeavours to meet requests from a Customer for additional Cabinet Space through the redeployment of cabinet units previously allocated to other Customers in the same Data Hall and subsequently decommissioned for use (escalating any conflicting requests from Customers for redeployment of legacy cabinets to the Framework Authority for determination) or by using existing free space in any of the

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	Customer's existing cabinet units. Where Cabinet Space is redeployed under this arrangement, the one off charge shall be reduced to the lower of REDACTED of the cabinet commissioning charge set out above per cabinet and the costs directly incurred by the Supplier in redeploying the relevant cabinet units. Subject to any cancellation Charge set out below, no charge in relation to a request for commissioned Cabinet Space as set out above shall apply if the relevant Service Request is cancelled prior to the relevant Service Commission Date.
Commission Floor Space	No one off charges apply.
Commission Dedicated Data Hall Space	No one off charges apply unless a Customer requires Dedicated Data Hall Cabinet Space to be commissioned (in which case the Commissioning Charges for 'Commission Cabinet Space' above shall apply to that Dedicated Data Hall Cabinet Space).
Service Request Cancellation Charges	
Cancel a Service Request to commission Floor Space or Cabinet Space (in whole or part) prior to the relevant Service Commission Date.	If the Supplier is notified of the cancellation before the Commissioning Lead Time commences, no additional charge shall be payable. If the Supplier is notified of the cancellation within the Commissioning Lead Time, a cancellation charge shall fall due for payment equal to the sum of: A. 1/30th of the Rental Charge which would have fallen due for payment for the element of the Commissioned Facilities being cancelled for each day falling between the start of the Commissioning Lead Time and the date on which the notice of cancellation is effective, subject to a minimum thirty (30) day period; and B. (insofar as the Commissioned Facilities being cancelled relate to Cabinet Space), the costs incurred by the Supplier to purchase and / or install the items comprised in the Commissioning Charge for Cabinet Space specifically for the Customer where and to the extent that the Supplier is unable to return, redeploy or resell the items (including as anticipated pursuant to sub-paragraph (ii) of the Commissioning Charge for Cabinet Space described above), up to a maximum sum equal to the Commissioning Charge for the relevant Cabinet Space.
Cancel a Service Request to commission Dedicated Data Hall Space prior to the relevant Service Commission Date.	As agreed by the Parties in accordance with the Change Control Procedure.
Cancel a Service Request to commission Additional Services for Structured Cabling, Additional Power	If the Supplier is notified of the cancellation before the Commissioning Lead Time commences, no additional charge shall be payable. If the Supplier is notified of the cancellation within the

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Cables and Inter Data Centre WAN Usage prior to the relevant Service Commission Date.	Commissioning Lead Time, a cancellation charge shall fall due for payment equal to (as applicable): A. For Structured Cabling - the actual costs of the Structured Cabling directly incurred by the Supplier, if the Structured Cabling has already been cut to the requested length or installed by the Supplier and is unable to be returned, redeployed or resold by the Supplier. B. For Additional Power Cables - the actual costs of the Additional Power Cables directly incurred by the Supplier, if the Additional Power Cables have already been cut to the requested length or installed by the Supplier and are unable to be returned, redeployed or resold by the Supplier. C. For Inter Data Centre WAN Usage - the actual costs directly incurred by the Supplier in cancelling any third party contract required to be entered into to provide the Inter Data Centre WAN Usage up to a maximum of one (1) months' Charges for the Inter Data Centre WAN Usage (as set out in paragraph 5).
Decommissioning Charges	
Decommission Floor Space or Cabinet Space	A. If the Service Decommission Date falls on or after the end of the Committed Service Period in which the Service Request to decommission Floor Space or Cabinet Space has been served, no decommissioning charge shall be payable. B. If the Service Decommission Date precedes expiry of the Committed Service Period in which the Service Request to decommission Floor Space or Cabinet Space has been served, the Customer shall pay a decommissioning charge calculated as the difference (X - Y) (which may not be less than zero) between: X the lowest Rental Charge that the Customer could have paid for the Services during the period between (i) the Service Commission Date (or any more recent Service Renewal Date) and (ii) the Service Decommission Date (or if later, the date on which the Decommissioning Lead Time expires) if it had not been subject to that Committed Service Period (and taking advantage of any shorter Committed Service Periods that would be available to it under the Agreement, so, by way of example, if the Customer wished to break a 24 month Committed Service Period after 14 months, the lowest relevant Rental Charges might have been for a 12 month Committed Service Period followed by 2 x 1 month Committed Service Periods); and Y the actual Rental Charges payable for the relevant Floor Space or Cabinet Space being decommissioned during the period between (i) the Service Commission Date (or any more recent Service Renewal Date) and (ii) the Service Decommission Date (or if later, the date on which the Decommissioning Lead Time expires).
Decommission Dedicated Data Hall Space	The Customer may not decommission Dedicated Data Hall Space during the first 12 months following the Service Commission Date. Thereafter, the Customer shall be entitled to decommission the

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	facility with the following consequences: A. If the Service Decommission Date falls on or after the end of the Committed Service Period in which the Service Request to decommission Dedicated Data Hall Space has been served, no decommissioning charge shall be payable. B. If the Service Decommission Date precedes expiry of the Committed Service Period in which the Service Request to decommission Dedicated Data Hall Space has been served, the Customer shall pay a decommissioning charge calculated as the difference (X - Y) (which may not be less than zero) between: X the lowest Rental Charge that the Customer could have paid for the Services during the period between (i) the Service Commission Date (or any more recent Service Renewal Date) and (ii) the Service Decommission Date (or if later, the date on which the Decommissioning Lead Time expires) if it had not been subject to that Committed Service Period (and taking advantage of any shorter Committed Service Periods that would be available to it under the Agreement, so by way of example, if the Customer wished to break a 36 month Committed Service Period after 26 months, the lowest relevant Rental Charges might have been for an initial 24 month Committed Service Period followed by monthly charges at the rate applicable to the 12 month Committed Service Period); and Y the actual Rental Charges payable for the relevant Dedicated Data Hall Space being decommissioned during the period between (i) the Service Commission Date (or any more recent Service Renewal Date) and (ii) the Service Decommission Date (or if later, the date on which the Decommissioning Lead Time expires).
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- 3.5 Where a Customer cancels a Service Request pursuant to paragraph 5.5 of Schedule 3.3 (Service Request Procedure) of the Standard Terms in circumstances where an Assurance Report has not been issued in respect of the relevant Commissioned Facility by the relevant long stop date, the Customer shall not be liable for any cancellation charges that may otherwise fall due for payment under this paragraph 3 in respect of such cancellation.
- 3.6 If the Customer places an Accelerated Service Request which is accepted by the Supplier in accordance with the Service Request Procedure, the Customer shall pay a one off charge equal to the actual costs directly incurred by the Supplier in implementing the Accelerated Service Request as agreed in writing, in advance, by the Customer.

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4. Power Charges

- 4.1 The Power Charge shall be calculated from the Framework Effective Date on a monthly basis by reference to the following formula for each Commissioned Facility:

$$P = (C \times U \times PUE) + \text{Standing Charge} + \text{Climate Change Levy}$$

where

C = the metered volume of electricity power consumed by the Customer's infrastructure (measured in kWh) within the Data Centre measured at the designated metering point. The designated metering point shall be the metering point at each power distribution unit used in relation to the provision of the Services within the Commissioned Facility.

U = the unit cost price for supply for each kWh of electricity consumed at the designated metering point, calculated as a pass-through of the supply cost at the weighted average bulk tariff available to the Supplier (or relevant Sub-contractor) in respect of the entire site during the relevant calendar month (calculated separately in respect any part of the month or time of the day where a different bulk tariff applies) in accordance with paragraph 4.2.

PUE = subject to paragraph 2.9(b), means a fixed ratio of **REDACTED**.

Standing Charge = the fixed standing charge in relation to the provision of power for the Services, calculated as a pass-through of the fixed standing charges incurred by the Supplier from its electricity supplier in respect of that calendar month, pro-rated to reflect the amount of power capacity commissioned for use by the Customer as a proportion of the total electricity capacity to which the standing charge relates.

Climate Change Levy = the climate change levy as implemented and described in Part II and Schedules 6 and 7 to the Finance Act 2000 and the related implementing and consequential regulations, including the Climate Change Levy (General) Regulations 2001 (Statutory Instrument 2001 No 838), as amended from time to time.

- 4.2 The Supplier shall use all reasonable efforts to ensure that electricity supplied to the Customer's infrastructure is charged at the most competitive cost from the electricity provider to the Supplier. The Supplier shall competitively tender the provision of power (or procure that the relevant Key-Subcontractor does so) at commercially prudent intervals and in accordance with Good Industry Practice so as to ensure that the Power Charges under this Agreement are at the best rate that is reasonably available to it from reputable and substantial suppliers in the open market at the time of each tender.
- 4.3 Subject to paragraph 4.4, the Supplier may pass through the cost incurred by the Supplier to obtain any Levy Exemption Certificate(s) in order to reduce the amount of Climate Change Levy payable by the Supplier or to otherwise exempt the Supplier from any Climate Change Levy.

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- 4.4 The Supplier may only pass through the Climate Change Levy and the cost of obtaining any Levy Exemption Certificate(s):
- (a) in an amount that is proportionate to the Customer's metered volume of electricity power consumed by the Customer's infrastructure compared with the electricity power consumed by all other customers of the Supplier to which the Climate Change Levy and any Levy Exemption Certificate(s) relate; and
 - (b) to the extent that the Supplier meets its obligations in accordance with paragraph 10.2 of this Schedule.
- 4.5 Subject to clause 16 of the Framework Agreement and paragraphs 4.3 and 4.4, the Power Charges include all levies, charges, costs and other amounts in relation to the transmission, distribution, balancing and metering costs for the supply of electricity at the designated metering point, including:
- (ii) all environmental, social and development support obligations, levies, charges or costs imposed on the Supplier and electricity market participants through legislation or which arise as a consequence of the electricity provider and Supplier seeking to comply with them; and
 - (iii) the Supplier's electricity provider's cost of electricity production or its cost of electricity purchase on the wholesale market whether directly from generators or energy traders and whether bilaterally or through electricity exchanges, multilateral trading facilities or organised trading facilities, as well as the electricity provider's own operating costs and any profit or margin applied by the electricity provider,

and the Supplier shall not be entitled to charge to the Customer any additional costs, prices, levies or charges in relation to the supply of electricity to the Customer's infrastructure.

5. Charges for Additional Services

- 5.1 The Charges for Additional Services which are specified within the Service Description at the Framework Effective Date shall be as set out in the table below.

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Additional Service	Mode of calculation	Charges (payable on commencement of the relevant Service unless otherwise specified in this table)		
Structured Cabling Service - Backbone Cabling (with each termination being a Lucent Connector or equivalent in accordance with Schedule 3.1)	Price per metre of cable length calculated in accordance with the applicable volume band for the relevant cable specification. The price is calculated in accordance with the length of the cable pair (and not the sum of the length of each cable in the pair) rounded to the nearest metre. Cables must be purchased in groups of either 6 or 12 pairs. The price includes all cable terminations. Example 1: If a Customer requires one pair of cables with each cable in the pair being 20 metres in length, the Customer must purchase at least 6 cable pairs of this length and the price would be: £[xxx - being the price per metre for 6 pairs] x 20 metres and the price would be the price falling into the first volume band and not the second volume band (as each cable in each pair is 20m in length even though the aggregate length of the	Specification and volume band	Price per meter (for 6 pairs)	Price per meter (for 12 pairs)
		Cat 5e		
		Up to and including 20 metres of cable	REDACTED	REDACTED
		Greater than 20 metres of cable up to and including 50 metres of cable	REDACTED	REDACTED
		Greater than 50 metres of cable up to and including 90 metres of cable	REDACTED	REDACTED
		Cat 5e (shielded cable)		
		Up to and including 20 metres of cable	REDACTED	REDACTED
		Greater than 20 metres of cable up to and including 50 metres of cable	REDACTED	REDACTED
		Greater than 50 metres of cable up to and including	REDACTED	REDACTED

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	cables in each pair is 40m)	90 metres of cable		
	Example 2:	Cat 6		
	If a Customer requires:	Up to and including 20 metres of cable	REDACTED	REDACTED
	- two pairs of cables with each cable in the pair being 30 metres in length; and	Greater than 20 metres of cable up to and including 50 metres of cable	REDACTED	REDACTED
	- four pairs of cables with each cable in the pair being 90 metres in length,	Greater than 50 metres of cable up to and including 90 metres of cable	REDACTED	REDACTED
	the Customer must purchase at least 6 cable pairs of each required length and the price would be:	Cat 6 (shielded cable)		
	£[xxx - being the price per metre for 6 pairs] (at the second volume band price) x 30 metres	Up to and including 20 metres of cable	REDACTED	REDACTED
	+	Greater than 20 metres of cable up to and including 50 metres of cable	REDACTED	REDACTED
	£[xxx - being the price per metre for 6 pairs] (at the third volume band price) x 90 metres	Greater than 50 metres of cable up to and including 90 metres of cable	REDACTED	REDACTED
		Multimode Fibre (50/125 OM4)		
		Up to and including 20 metres of	REDACTED	REDACTED

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		cable					
		Greater than 20 metres of cable up to and including 50 metres of cable	REDACTED	REDACTED			
		Greater than 50 metres of cable up to and including 90 metres of cable	REDACTED	REDACTED			
		Greater than 90 metres of cable	REDACTED	REDACTED			
		Singlemode Fibre (9/125 OS1)					
		Up to and including 20 metres of cable	REDACTED	REDACTED			
		Greater than 20 metres of cable up to and including 50 metres of cable	REDACTED	REDACTED			
		Greater than 50 metres of cable up to and including 90 metres of cable	REDACTED	REDACTED			
		Greater than 90 metres of cable	REDACTED	REDACTED			
Structured Cabling Service - Horizontal Cabling (with each termination being a Lucent Connector or equivalent in accordance with Schedule 3.1)	Price per metre of cable length calculated in accordance with the applicable volume band for the relevant cable	<table><tr><th>Specification and volume</th><th>Price per metre (for 6</th><th>Price per meter (for 12</th></tr></table>			Specification and volume	Price per metre (for 6	Price per meter (for 12
Specification and volume	Price per metre (for 6	Price per meter (for 12					

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	specification.	band	pairs)	pairs)
	The price is calculated in accordance with the length of the cable pair (and not the sum of the length of each cable in the pair) rounded to the nearest metre. The price includes all cable terminations. Cables must be purchased in groups of either 6 or 12 pairs. See examples above.	Cat 5e		
		Up to and including 20 metres of cable	REDACTED	REDACTED
		Greater than 20 metres of cable up to and including 50 metres of cable	REDACTED	REDACTED
		Greater than 50 metres of cable up to and including 90 metres of cable	REDACTED	REDACTED
		Cat 5e (shielded cable)		
		Up to and including 20 metres of cable	REDACTED	REDACTED
		Greater than 20 metres of cable up to and including 50 metres of cable	REDACTED	REDACTED
		Greater than 50 metres of cable up to and including 90 metres of cable	REDACTED	REDACTED
		Cat 6		
		Up to and including 20 metres of	REDACTED	REDACTED

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		cable		
		Greater than 20 metres of cable up to and including 50 metres of cable	REDACTED	REDACTED
		Greater than 50 metres of cable up to and including 90 metres of cable	REDACTED	REDACTED
		Cat 6 (shielded cable)		
		Up to and including 20 metres of cable	REDACTED	REDACTED
		Greater than 20 metres of cable up to and including 50 metres of cable	REDACTED	REDACTED
		Greater than 50 metres of cable up to and including 90 metres of cable	REDACTED	REDACTED
		Multimode Fibre (50/125 OM4)		
		Up to and including 20 metres of cable	REDACTED	REDACTED
		Greater than 20 metres of cable up to and including 50 metres of	REDACTED	REDACTED

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		cable		
		Greater than 50 metres of cable up to and including 90 metres of cable	REDACTED	REDACTED
		Greater than 90 metres of cable	REDACTED	REDACTED
		Singlemode Fibre (9/125 OS1)		
		Up to and including 20 metres of cable	REDACTED	REDACTED
		Greater than 20 metres of cable up to and including 50 metres of cable	REDACTED	REDACTED
		Greater than 50 metres of cable up to and including 90 metres of cable	REDACTED	REDACTED
		Greater than 90 metres of cable	REDACTED	REDACTED
Static Transfer Switches (rack mountable)	For each static transfer switch.	Specification		Price
		12 way - 2 x IEC C13 in, 12 x IEC C13 out		REDACTED
		12 way - 2 x IEC C13 in, 12 x IEC C19 out		REDACTED
		6 way - 2 x IEC C13 in, 6 x UK 3 pin plug out		REDACTED
Additional Power Cables	For each cable termination.	Specification	Price	

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		16A Single Phase with Commando Connection (IEC 60309)	REDACTED	
		32A Single Phase with Commando Connection (IEC 60309)	REDACTED	
		32A Three Phase with Commando Connection (IEC 60309)	REDACTED	
Power Strips	For each power strip.	Specification	Price	
		Single phase 24 way	REDACTED	
		Three phase 24 way	REDACTED	

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Intelligent Hands	Per hour of intelligent hands used per month (calculated in 30 min increments).	Hours used per month	Price per hour	
		Up to and including 30 hours	REDACTED	
		Greater than 30 up to and including 60 hours	REDACTED	
		Greater than 60 hours	REDACTED	
Floor Strengthening	Calculated per m ² of Floor Space to be strengthened.	Specification	Price per m ²	
		To strengthen Floor Space to Tier 2 requirements	REDACTED	
		To strengthen Floor Space to Tier 3 requirements	REDACTED	
Inter Data Centre WAN Usage - Single route services using shortest route	Calculated on a monthly basis based on the applicable period specified in the Service Request.			
		Circuit Type	Single or Dual port presentation	Price per month for the applicable period
		500 Mbps ethernet private line/MPLS	Single	REDACTED
		1Gbps ethernet private line/MPLS	Single	REDACTED
		1 Gbps optical managed wavelength for ethernet	Single	REDACTED
		10 Gbps optical managed wavelength for ethernet	Single	REDACTED
		2 Gbps optical managed	Single	REDACTED

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		wavelength for fibre channel		
		4 Gbps optical managed wavelength for fibre channel	Single	REDACTED
		8 Gbps optical managed wavelength for fibre channel	Single	REDACTED
Inter Data Centre WAN Usage - Diverse route services using geographically diverse separate fibre routes, data centre entry diversity and equipment diversity	Calculated on a monthly basis based on the applicable period specified in the Service Request.			
		Circuit Type	Single or Dual port presentation	Price per month for the applicable period
		1 Gbps optical managed wavelength for ethernet	Dual	REDACTED
		10 Gbps optical managed wavelength for ethernet	Dual	REDACTED
		2 Gbps optical managed wavelength for fibre channel	Dual	REDACTED
		4 Gbps optical managed wavelength for fibre channel	Dual	REDACTED
		8 Gbps optical managed wavelength for fibre channel	Dual	REDACTED

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- 5.2 The Charges for any Additional Services which are included within the Service Description after the Framework Effective Date shall be as agreed by the Parties under the Change Control Procedure at the time the Additional Service is required. The pricing mechanisms which may be used to price Additional Services include:
- (a) fixed price;
 - (b) time and materials;
 - (c) capped time and materials;
 - (d) cost plus;
 - (e) risk reward, i.e. outcome based pricing; or
 - (f) volumetric Charges.
- 5.3 Save where paragraph 5.1 applies, the Customer shall have the discretion to select which of the pricing mechanisms will apply to the provision of the Additional Services and the request for the provision of the Additional Services shall be processed in accordance with the Change Control Procedure.
- 5.4 If the Framework Authority or a Customer requires the Supplier to price an Additional Service on a 'cost plus' basis the mark-up to be applied to cost plus services shall not be higher **REDACTED**, unless the Supplier can demonstrate to the satisfaction of the Framework Authority that a higher mark-up is appropriate taking into account the nature of and risks associated with the provision of the relevant Additional Services.
- 5.5 If the Framework Authority and the Supplier agree that an Additional Service can be specified as a repeatable offer, those Additional Services will be added to the Service Description in accordance with the Change Control Procedure.
- 6. Volume Rebate**
- 6.1 If the total Rental Charges payable by all Customers in any calendar month exceeds any of the bands set out in the table below, the Supplier shall apply a rebate to each Customer's Rental Charges for that calendar month calculated and applied as set out in the following paragraphs ("**Volume Rebate**").

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- 6.2 The Supplier shall calculate the value of the total Volume Rebate by applying the relevant discount stated in the table below to the total Rental Charges falling within each "band" in that calendar month.

Band	Total Rental Charges payable in the applicable calendar month	Percentage discount
Band 1	REDACTED	REDACTED
Band 2	REDACTED	REDACTED
Band 3	REDACTED	REDACTED

- 6.3 The total Volume Rebate shall then be calculated as a percentage of the total Rental Charges payable by all Customers for that month (the "**Volume Rebate Percentage**").

7. The Supplier shall account to each Customer for that Customer's share of the total Volume Rebate by reducing the Rental Charges payable by that Customer for that month by the product of the applicable Volume Rebate Percentage and the Customer's Rental Charges for the month. **REDACTED**

8. Invoicing and Payment Terms

- 8.1 In accordance with Schedule 3.1 (Charges and Invoicing) of the Standard Terms, the Supplier shall be entitled to raise an invoice in respect of the Charges within thirty (30) days of the end of the calendar month to which the Charges relate.

- 8.2 The Customer shall make payment to the Supplier within thirty (30) days of receipt of a valid and undisputed invoice.

9. Indexation

- 9.1 Any amounts or sums in this Framework Agreement which are expressed to be "subject to Indexation" shall be adjusted in accordance with the provisions of this paragraph 9.

- 9.2 The following Charges are subject to Indexation:

- (a) Rental Charges;
- (b) Commissioning Charges; and
- (c) Charges for Additional Services.

- 9.3 Subject to paragraph 9.5(a), where Charges are subject to Indexation, the relevant adjustment shall be:

- (a) applied on 1 April 2018 and on the first day of April in each subsequent year (each such date being an "**adjustment date**"); and

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- (b) determined by multiplying the relevant baseline Charge (being the amount of the relevant Charge immediately preceding the relevant adjustment date) by the lesser of:
- (i) 3%; or
 - (ii) the percentage change in the Consumer Price Index published for the 12 months ended on the 31 January immediately preceding the relevant adjustment date,

with the adjustment then added to the relevant baseline Charge. If the percentage change in the Consumer Price Index is negative, then Indexation shall not apply.

For example, if the relevant baseline Charge was £100 and the percentage increase in the Consumer Price Index was 1.5%, then the relevant adjustment would be £1.50 (being £100 x 1.5%) and the new adjusted Charge would be £101.50 (being the relevant adjustment added to the relevant baseline Charge).

9.4 Except as set out in paragraphs 9 and 10, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-contractors of the performance of their obligations.

9.5 Charges for Additional Services shall be subject to Indexation or Market Adjustment as follows:

- (a) Charges for Intelligent Hands shall be subject to Indexation which shall be applied in accordance with the process set out in paragraph 9.3:
- (b) Charges for any other Additional Services may be adjusted on 1 April 2018 and on the first day of April on each subsequent three year anniversary (each such date being an "**market adjustment date**") ("**Market Adjustment**"), where the Supplier demonstrates to the Customer:
 - (i) that it has tested the market for the applicable Additional Service within a 6 month period prior to the market adjustment date; and
 - (ii) that in its reasonable opinion based on that market testing the then current Charges for the relevant Additional Services do not reflect the fair market value of those Additional Services; and

formally requests a variation to the Charges for the relevant Additional Services in accordance with the Change Control Procedure prior to the market adjustment date;

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- (c) any variation to the Charges for Additional Services in accordance with paragraph 9.5(b) shall only apply if agreed in writing in accordance with the Change Control Procedure, provided that the Framework Authority shall not unreasonably withhold or delay a variation to the Charges which has been calculated in accordance with the principles in paragraph 4.5 of Schedule 4.2 (Change Control Procedure) of the Standard Terms.
- 9.6 Any Charges for any Additional Services included in this Framework Agreement after the Framework Effective Date shall not be subject to Indexation or Market Adjustment (as appropriate) until the first day of April after the third anniversary of the date those Charges are incorporated into this Framework Agreement in accordance with the process set out in Schedule 6.2 (Change Control Procedure).
- 9.7 For the avoidance of doubt, Indexation shall apply to any Charges payable under a Service Request as set out in this paragraph 9.
- 10. Climate Related Charges**
- 10.1 The parties acknowledge that:
 - (a) the Supplier has entered into, or may enter into, a Climate Change Agreement(s) in relation to a Data Centre that requires the Supplier to meet specific energy efficiency targets ("**CCA Energy Efficiency Targets**");
 - (b) in order for the Supplier to meet its CCA Energy Efficiency Targets, the Supplier relies on the Customer ensuring optimised efficiency of the Customer Equipment within the Data Centres in accordance with the responsibilities set out in paragraph 3.1(b) of Schedule 3.4 (Customer Responsibilities) of the Standard Terms;
 - (c) to the extent that any failure by the Supplier to meet its CCA Energy Efficiency Targets is due to a failure by the Customer to meet its obligations under Schedule 3.4 (Customer Responsibilities) of the Standard Terms and this causes the Supplier to incur Buy-Out Fees, the Supplier shall be entitled to request reimbursement of such fees from the Customer through the Change Control Procedure provided that the Supplier at all times:
 - (i) provides the Customer with all reasonable assistance and information to assist the Customer to meet its obligations under Schedule 3.4 (Customer Responsibilities) of the Standard Terms to optimise the efficiency of the Customer Equipment in that Data Centre;
 - (ii) pro-actively manages compliance with the CCA Energy Efficiency Targets to avoid the payment of any Buy-Out Fee, including by:
 - (A) promptly advising the Customer in writing as to whether any actions or omissions of the Customer will or are likely to cause the Customer to fail to meet its obligations under Schedule 3.4 (Customer Responsibilities) or will or are likely to cause, the Supplier to fail to meet its CCA Energy Efficiency Targets and in each case providing practical guidance and support to mitigate that potential outcome;

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- (B) employing the applicable mitigation strategies set out in Schedule 4.1 (Supplier Solution) of the Framework Agreement; and
 - (C) engaging with its other customers actively to improve the overall energy efficiency of the Data Centres;
- (iii) promptly notifies the Customer as soon as the Supplier considers that the Supplier will not meet, or is likely to not meet:
 - (A) that year's power efficiency ratio for that Data Centre; or
 - (B) the CCA Energy Efficiency Targets,and whether, and to the extent that, this is due to the Customer failing to meet its obligations under Schedule 3.4 (Customer Responsibilities) to optimise the efficiency of the Customer's equipment in that Data Centre; and
- (iv) demonstrates to the Customer's reasonable satisfaction the extent to which:
 - (A) that the failure was due to that year's power efficiency ratio for that Data Centre not being met;
 - (B) that the failure was a direct consequence of the Customer materially failing to meet its obligations in Schedule 3.4 (Customer Responsibilities) of the Standard Terms to optimise the efficiency of the Customer's equipment in that Data Centre;
 - (C) that the failure could not have been mitigated by the Supplier; and
- (v) shall ensure (and shall demonstrate to the Customer) that the Buy-Out Fees in respect of which reimbursement is sought through the Change Control Procedure:
 - (A) are limited to Buy-Out Fees incurred by the Supplier to perform Services under the Framework Agreement;
 - (B) are incurred as a direct result of the relevant Customer materially failing to meet its obligations in Schedule 3.4 (Customer Responsibilities) of the Standard Terms;
 - (C) do not result from acts or omissions of other customers of the Supplier (including Other Customers);
 - (D) do not exceed that proportion of the Climate Change Levy that would apply to the Services during the relevant period had the Supplier not entered into Climate Change Agreement(s) for the relevant Data Centre(s); and
 - (E) in any case, where the relevant Buy-Out Fees are incurred due to more than one Customer materially failing to meet their obligations in Schedule 3.4 (Customer Responsibilities) of the Standard Terms,

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such fees shall be apportioned appropriately across the relevant Customers.

10.2 The Parties acknowledge and agree that any Charges payable in relation to:

- (a) any Carbon Change in Law; and
- (b) the Climate Change Levy and any Levy Exemption Certificate(s),

shall only be payable if the Supplier has:

- (c) used all reasonable endeavours to pro-actively mitigate any such Charges arising, including by:
 - (i) promptly advising the Customer in writing as to whether any actions or omissions of the Customer will reduce such Charges;
 - (ii) employing the applicable mitigation strategies set out in Schedule 4.1 (Supplier Solution) of the Framework Agreement; and
 - (iii) by engaging with its other customers as required;
- (d) used all reasonable endeavours to minimise any increase (or maximise any reduction) in the costs (including any tax, levy, impost or other charge imposed by the government or regulatory authority) including in respect of the costs of its Sub-contractors, which form part of, or result in, those Charges becoming payable by a Customer; and
- (e) promptly notified the Customer as soon as the Supplier considers that such Charges will, or are likely to arise and whether, and the extent to which the Customer may assist reduce such Charges arising.

10.3 The Supplier shall provide all Information reasonably requested by a Customer to demonstrate to the Customer that the requirements of this paragraph 10 have been met.