

**Sure (Isle of Man) Limited**  
**Data Centre Hosting Terms and Conditions**

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**Service Description**

The Service allows the Customer the use of space and facilities on, or within the Data Centre for the purpose of Sure Isle of Man hosting the Customer Equipment including servers and associated networking equipment etc.

**Service Specific Terms and Conditions**

These Sure Isle of Man Data Centre Hosting Service Specific Terms and Conditions should be read in conjunction with the Sure Isle of Man General Terms and Conditions, the Sure Isle of Man Data Centre General Terms and Conditions and the Order Form. Where there is conflict these Service Specific Terms and Conditions supersede the Sure Isle of Man General Terms and Conditions and the Sure Isle of Man Data Centre General Terms and Conditions, and the Order Form supersedes these Service Specific Terms and Conditions.

1.1 Unless otherwise defined under this Agreement, words and expressions have, under this Agreement, the following meaning:

<b>Business Days</b>	means when the banks located in the Isle of Man are open for regular banking business.
<b>Customer</b>	means the Sure customer that has signed an Order Form for the Service.
<b>DDoS Attack</b>	A DDoS attack is defined as an event in which a single or multiple compromised system(s) on the internet target IP traffic at a single or multiple destination host systems, thereby causing a denial of service for users accessing services on the targeted host systems.
<b>DNS</b>	means domain name server.
<b>Monthly Rental Charges</b>	means the monthly rental charges as shown on an Order Form.
<b>Order</b>	means an order for Services pursuant to a Service Order Form.
<b>PDU</b>	means power distribution unit.
<b>Regulations</b>	means the Online Gambling (Disaster Recovery) (No.2) Regulations 2007 or the Online Gambling Regulation Act 2001 and associated Regulations as published on <a href="http://www.gov.im/gambling">www.gov.im/gambling</a> .
<b>Server Room</b>	means the server room(s) located at IDCA: Continent 8 House, Pulrose Road, Douglas, Isle of Man, IM2 1AL.

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<b>Service Recipient</b>	means any third party at the Server Room under the Control of the Customer.
<b>Standard Business Hours</b>	means Monday to Friday 9am-5pm in the time-zone of the Server Room, excluding statutory holidays.

1.2 Interpretation

Unless expressly stated otherwise, the following rules of interpretation will apply in this Agreement.

- 1.2.1 words in the singular, include the plural and vice versa;
- 1.2.2 headings used in this Agreement are for ease of reference only and will not affect the interpretation of this Agreement;
- 1.2.3 references to Clauses, Sections and Schedules are, unless the context otherwise requires, to clauses and schedules of this Agreement and sections to the Schedules to this Agreement;
- 1.2.4 use of the words 'includes' or 'including' means without limitation;
- 1.2.5 references to a statute or a statutory provision, include a reference to that statute or statutory provision as from time to time modified or re-enacted; and
- 1.2.6 references to persons shall include references to individuals, bodies corporate, unincorporated associations, partnerships and any other entity having legal capacity.

**2 OBLIGATIONS OF THE CUSTOMER**

- 2.1 As a condition precedent to any obligation on the part of Sure, Customer and/or its Service Recipient, as applicable, shall obtain and maintain in force during the term of this Agreement any and all licenses, authorizations and permits which may be required of Customer and/or its Service Recipient, as applicable, to operate its computer servers in the Server Room, including complying with the Regulations, as applicable. The Customer hereby warrants that it shall maintain all licenses, authorizations and permits as required and applicable to it in this Clause 2.1.
- 2.2 Customer, or its Service Recipients, shall provide and deliver its servers and other computer equipment to the Server Room. For the avoidance of doubt, Customer and/or its Service Recipients shall be responsible for the installation of its own servers and other equipment. Such servers and equipment belonging to the Customer or its Service Recipients shall at all times remain the property and at the risk of Customer or its Service Recipient, as applicable.

**3 POWER CONSUMPTION**

- 3.1 Power Consumption are metered and measured monthly. Billing shall be based on Sure's measurements.
- 3.2 Power Consumption fees can be unilaterally increased by Sure from time to time to reflect direct increases in the costs of power. Such increases shall only take effect upon 60 days prior notice to Customer.

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- 3.3 First level support as described in Schedule A hereto is billed at an hourly rate (subject to a minimum of 15 minutes per incident) during Standard Business Hours and a different hourly rate (subject to a minimum of 4 hours) outside of Standard Business Hours. Second level support as described in Schedule A hereto is be billed at an hourly rate (subject to a minimum of 15 minutes per incident) during Standard Business Hours and a different hourly rate (subject to a minimum of 4 hours) outside of Standard Business Hours. Rate cards are available upon request.

**4 PAYMENT TERMS**

- 4.1 The Monthly Rental Charges referred in an Order Form, are due and payable in advance on the first day of every month.
- 4.2 All other Charges are due and payable upon the issuing of an invoice to the Customer.

**5 INSURANCE**

- 5.1 Customer shall maintain in full force and effect, at its own expense, during the term of this Agreement, with an insurance company of repute, appropriate insurance in respect of its obligations under this Agreement, including public liability insurance.
- 5.2 Customer shall on request supply copy of their relevant certificate of insurance to each other as evidence that such policies remain in force.

**6 LICENCES, AUTHORISATIONS AND PERMITS**

- 6.1 The Customer undertakes to hold at all relevant times all appropriate licences, authorisations or other permits which are necessary for the performance of this Agreement and shall ensure that such performance does not lead to any breach of the provisions of any telecommunications licence, authorisations or other permits held by either party.

## **SCHEDULE A**

### **DESCRIPTION AND CONDITIONS OF SERVICE**

#### **1. Space**

Sure shall provide Customer with space inside a Server Room for the purpose of hosting Customer's computer equipment.

All computer equipment shall be installed inside a Rack provided by Sure. The standard Rack shall be a four-post 600x1015mm frame of 42U, with locking front and rear doors and side panels.

Doors of the Rack shall be locked and all keys will be kept by the security department. Customers who require access to a Rack must ask for the key at the security desk.

No miscellaneous materials (*e.g.*, books, cables, rails, disks, boxes) may remain in a Rack after installation. Sure can store certain small items on-site or larger items off-site at additional cost. No dangerous or combustible materials may be installed inside a Rack. Sure reserved the right to prohibit the installation of certain equipment if it is deemed to pose a health or safety risk. Racks should not exceed a floor load of 12kN/m<sup>2</sup> with 4.5kN point load. Special requests for space may be submitted to Sure for approval.

#### **2. Power**

Each Rack shall be equipped with sufficient power to accommodate the specifications of Customer's equipment however the total amount of power available in a Rack may not exceed a predefined limit, according to its location. Sure can support loads up to 6kW per Rack.

Sure shall provide two 16A PDUs per cabinet. Each PDU is connected to a different circuit from a different panel for redundancy. Depending on Customer's requirements, different PDU configurations can be installed, such as single-phase or three-phase. In order to achieve proper redundancy for equipment with dual power supplies, no circuit should be loaded beyond 50% of its rated capacity.

All power to Racks shall be backed up by uninterrupted power supplies and emergency power generators.

Sure is solely responsible for supplying power and PDUs in Racks. Power from one Rack may not be cross-fed to equipment in another Rack. Special requests for power systems may be submitted to Sure for approval.

#### **3. Cooling**

Each Rack shall be supplied with sufficient cooling to accommodate the manufacturer's specifications of Customer's equipment. Sure will endeavour to maintain the following environmental parameters:

- Air temperature at the front of a Rack: 22±2°C
- Relative humidity inside the server room: 50±10%

All Server Room cooling systems shall be backed up by emergency power generators.

Sure is solely responsible for supplying cooling and ventilation in Racks. Special requests for cooling and ventilation systems may be submitted to Sure for approval.

#### **4. Technical Support services**

Customer shall be able to contact Sure technical support either by e-mail or by telephone on a 24x7 basis.

During Standard Business Hours, Sure shall employ first-level technicians who will be on-site and can perform the following duties:

- Power cycling of equipment
- Remote hands and eyes on server consoles
- Escorting service technicians
- Shipping, receiving, packing and unpacking equipment

During Standard Business Hours, Sure shall employ second-level technicians who can respond to all reasonable technical support requests, including but not limited to the following additional items:

- Replacement of defective components, such as hard drives and power supplies
- Basic hardware installation and configuration
- Basic software installation and configuration
- Network provisioning and support
- DNS, mail and web hosting provisioning and support
- Advanced troubleshooting of Customer's hardware and software

On a 24x7 basis, Sure shall ensure first level and second-level technicians are available on-call for Critical issues, as described in Schedule C. These technicians can respond to all reasonable technical support requests.

Sure can also provide second-level 24x7 support for Non-Critical issues, as described in Schedule C, provided that Customer gives at least seven (7) days advance notice to Sure.

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**SCHEDULE B**

**ACCESS POLICY**

Sure's intention in implementing an acceptable access policy is not to impose restrictions on the Customers but rather to protect and serve the Customers to the fullest. Sure is committed to protecting Customers, partners and the company itself from illegal or damaging actions by individuals, either knowingly or unknowingly.

Effective security is a team effort involving the participation and support of every company employee and affiliate who deals with information and/or information systems. It is the responsibility of every Customer to know Sure guidelines and to conduct their activities accordingly.

The purpose of this policy is to outline the proper procedures for a secure environment of the computer equipment in the Server Room. These rules are in place to protect the Customers and Sure. Inappropriate use could expose the Customers to risks including, but not limited to, malicious attacks, compromise of networked systems, etc.

Each Customer must demonstrate compliance with the standards listed below:

1. Each Customer will provide Sure with a list of their personnel (and that of their Service Recipients) who are deemed "authorized" to call, e-mail, or page any of our technical support team in order to carry out work on the equipment and systems in the Server Room. This includes the rebooting of a system.
2. Customer must disclose who amongst their personnel (and that of their Service Recipients) will have physical access to any of the equipment in the Server Room and shall provide Sure with a list of these individuals.
3. For each person who is authorized by the Customer (or their Service Recipients) to physically access Customer's equipment (or that of their Service Recipients), a picture of that person will be required and will be kept for Sure records.
4. Each Customer shall nominate a designated individual within their own organization who shall have top-level authorization authority. In the event that Sure does not recognize an individual as being an employee of the Customer (or of their Service Recipients), Sure will at once call the designated authority. Only this designated individual shall be able to override Sure lists of personnel in order to authorize this person to service any equipment.
5. Sure shall have sole and final authority to determine who is permitted to enter any locked physical environment, after consultation with Customer wherever practicable.
6. No equipment may enter or leave the computer room without authorization from Sure technical staff, who will consult with Customer wherever practicable.
7. No audio or video recording equipment may be brought in or used inside the Server Room. This includes, but is not limited to: cameras, camcorders, cassette recorders, webcams and camera cell-phones.

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**SCHEDULE C**  
**SERVICE LEVEL AGREEMENT**

This Service Level Agreement provides an exhaustive list of the credits to be given to Customer in the event of unavailability of any of the Services described in the Master Internet Access Agreement.

**1. COLOCATION**

For each complete hour where, on a cumulative basis in any calendar month, either:

- a) power is not available in a Rack; or
- b) air temperature at the front of a Rack is not between 10° C. and 35° C.; or
- c) relative humidity at the front of a Rack is not between 10% and 90%;

at Customer's request, Customer's account shall be credited for one day of Monthly Rack Fee and Power Consumption Fee for such Rack. Such credit shall not, for any given calendar month, exceed the Monthly Rack Fee and Power Consumption Fee for such Rack.

**2. EXCLUSIONS**

The credits provided for in this Schedule C shall apply only when Customer has reported and for which a Ticket number has been issued in accordance with the provisions of Clause 3 hereof.

The credits provided for in this Schedule C shall not apply if Customer is in breach of any of the terms and conditions of the Master Internet Access Agreement or if service unavailability is:

- a) caused by Customer's applications, equipment or facilities;
- b) caused by the negligence, wilful misconduct of Customer or others authorized by Customer;
- c) caused by an action made at the specific request or direction of Customer;
- d) a result of scheduled maintenance (described more fully at Clause 5 hereof);
- e) due to a DDoS Attack;
- f) due to a third party service provided to Sure solely for the benefit of, and at the request of, Customer; or
- g) for any reason beyond the control of Sure, including *force majeure*.

**3. NOTIFICATION AND LOGGING PROBLEMS**

Sure aims to immediately detect problems with any of its services. Any problems detected by the Customer must be promptly reported by Customer (and in any event within 72 hours) to Sure. The problem will then be logged by Sure and Customer will receive a "Ticket" number. This ticket number will form the basis of all follow-up actions. Customer must assign a severity to all problems submitted to Sure:

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**Critical** means that an existing service is down or severely degraded. There is a significant impact to Customer's business operation. Customer and Sure both will commit full-time resources to resolve the situation. All Critical problems should be reported to Sure by telephone.

**Non-Critical** means information is required, or assistance is needed with installation or configuration. There is little or no impact to Customer's business operation. Customer and Sure both are willing to provide resources during Standard Business Hours to provide information or assistance as requested.

**4. RESPONSE TIME AND ESCALATION PATH**

For **Critical** problems reported by telephone, Sure shall respond to Customer and begin taking remedial action in relation to any performance issues and/or problems with the provisioning of the services hereunder within 15 minutes of Customer communicating the same. Sure shall use reasonable endeavours to resolve all such issues as soon as practicable and to provide the Services described hereunder within one hour.

For **Non-Critical** problems Sure shall respond to Customer and begin taking remedial action in relation to any performance issues and/or problems with the provisioning of the services within two hours of Customer communicating the same. Sure shall use reasonable endeavours to resolve all such issues as soon as practicable and to provide the Services described hereunder within one business day.

The escalation path shall be the following:

<b>ELAPSED TIME*</b>	<b>CRITICAL</b>	<b>NON-CRITICAL</b>
1 hour	NOC Manager (Sure)	
2 hours	Head of Service Assurance (Sure)	
4 hours	CTIO (Sure)	
1 day	CEO (Sure)	NOC Manager (Sure)
2 days		Head of Service Assurance (Sure)
* Critical escalation times are measured in calendar hours – 24 hours per day, 7 days per week. Non-critical escalation times correspond with Business Days, excluding Saturdays, Sundays and statutory holidays.		

**5. SCHEDULED MAINTENANCE**

If Sure is required to perform scheduled maintenance that will affect or can reasonably be expected to affect Customer's operations then Sure shall notify Customer by e-mail at least five days in advance.

For all scheduled maintenance activities, Sure shall perform such activities in a way that minimizes disruption and services unavailability for Customer.

Any scheduled maintenance activity shall not interrupt service for longer than one hour. Sure shall not perform more than two hours of scheduled maintenance per calendar month.