

Sure (Jersey) Limited Data Centre Terms and Conditions

Sure (Jersey) Limited (“Sure”) offer data centre services from data centres in Jersey and Guernsey. The data centre services enable Sure to provide you a facility for access to a secure, high-quality environment to host your supported IT equipment. Set out below are the data centre terms and conditions (“Data Centre Terms and Conditions”) which should be read in conjunction with the other documents referred to in paragraph 1 below.

These Data Centre Terms and Conditions supersede and replace all previous versions.

At the back of this document, we have set out the explanations of any capitalised phrases used within these Data Centre Terms and Conditions.

1. YOUR AGREEMENT WITH US:

- 1.1. Where we refer to the “**Agreement**” in these terms and conditions, we mean these terms and conditions, the Sure General Terms and Conditions, your Order, the Fair Usage Policy, the Acceptable Use Policy (all of which are available to view online at www.sure.com/jersey/terms-and-conditions).
- 1.2. Where there is a conflict, these Data Centre Terms and Conditions will take precedence.
- 1.3. The Agreement constitutes a legally binding agreement between you and us.
- 1.4. In these terms and conditions “we”, “us” or “our” means Sure (Jersey) Limited and “you” or “your” means the customer named on the Order.
- 1.5. These service specific terms and conditions supersede and replace all previous versions.

2. PROVISION OF SERVICE:

- 2.1. The Service allows the Customer the use of space and facilities on, or within the Data Centre for the purpose of Sure hosting agreed Customer Equipment including servers and networking equipment.
- 2.2. Sure shall provide a suitable space capable of supporting a rack layout plan as provided by Sure and approved by the Customer, to support the Customers mission critical systems. Raised floors are either existing floors or where to be installed shall be to a slab to tile height (not less than 630 mm), as provided by Sure and approved by the Customer.
- 2.3. The Customer will place Customer Equipment in the Data Centre and pay for the Services and the location provided by Sure. Sure shall provide the Service to you as set out in the Service Level Agreement in order to meet the Service Delivery Date.
- 2.4. For operational reasons, Sure may change the technical specification, provided that any change to the technical specification does not materially affect the performance of the Service.
- 2.5. We may suspend the Service in accordance with the suspension provisions in the Sure General Terms and Conditions including for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency. Before we suspend the Service, we will give as much notice as possible and where practicable we will agree a time for the Service to be suspended. We shall use reasonable endeavours to minimise the duration of any such suspension and any disruption to your business.

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2.6. You are required to nominate a System Administrator and provide Sure with Contact Details for that individual.

3. TERM OF YOUR AGREEMENT:

3.1. The Service provided under this Agreement is for an initial term as specified in the Order (the “**Initial Term**”) commencing on the Service Delivery Date. The Service will thereafter continue until terminated in accordance with the termination provisions of this Agreement.

3.2. A further Initial Term of service shall apply in respect of each new facility added to a Service or change made to the Service at your request.

4. PROVISION OF SERVICE:

4.1. Sure will notify the Customer once the Service is available for use by the Customer. The Customer is responsible for installing Customer and third-party equipment in the Data Centre at its sole cost in accordance with any technical specifications for the Service prescribed by Sure.

4.2. Where any installation of Customer or Customer third-party equipment is required to be carried out by Sure, this is to be agreed up front, where additional charges may apply.

5. USE OF SERVICE:

You are responsible for any Sure Equipment that we provide at your Premises and within the Data Centre and for its safe and proper use. You must not interfere with it nor let anybody else do so, unless authorised by us. If any Sure Equipment is lost, destroyed or damaged, apart from fair wear and tear, you will be charged for its repair or replacement.

6. DATA CENTRE FACILITIES:

6.1. We shall maintain the Data Centre so that it meets the Customer technical requirements as set out in these Data Centre Terms and Conditions or the relevant Order and it shall be maintained in this condition throughout the term of the Agreement.

6.2. We shall provide and proactively manage as necessary the building and property utilities, including electrical systems, water, lights, heating, ventilation and air conditioning (“**HVAC**”) systems, physical security services, general custodial/landscape services and health and safety and environment, in accordance with the requirements set out in these Data Centre Terms and Conditions or the relevant Order or where not specified, in accordance with Good Industry Practice adopted with respect to current industry standards for data centre facilities in offshore jurisdictions.

6.3. Unless otherwise agreed in writing the Customer shall not use any part of the Data Centre for any purpose other than in respect of location of the Customer’s Equipment as set out in this Agreement.

6.4. The Customer shall not interfere with any equipment which belongs to a third party at the Data Centre and the Customer shall be liable for any loss, damage or destruction which arises as a result of such interference.

6.5. IT Power requirements description:

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Sure shall ensure that the Data Centre and the Customer Occupied Space meets the following IT Power requirements.

6.5.1.	Sure shall provide an IT load as specified in the Order, delivered as two (A&B) 32Amp single phase electrical feeds per rack. Where 3 phase IT loads are required Sure will use all Commercially Reasonable Efforts to provide it subject to availability and will provide a quotation and an Order.
6.5.2.	Sure shall ensure that the airflow direction of the IT equipment conforms to a front to back sequence. The Customer shall ensure that the equipment it installs within Sures racks conforms to a front of rack cold air intake and rear of rack heat exhaust.
6.5.3.	<p>Sure shall ensure that shared space supports power and cooling amenities for an average rack having power density of 4.8kW per rack position (“Maximum Electrical Power Allowance”), unless otherwise agreed in writing with Sure and the appropriate Order completed to reflect any higher power usage, cooling and rack space that is required. Where higher power usage is not agreed in writing with Sure, should the Customers electricity usage exceed 5.0kW Sure may, subject to having provided the Customer with the monthly report showing electricity monitored per rack, levy a Power Allocation Excess Charge for additional electrical usage as specified on the Service Order and such Power Allocation Excess Charge will be applied to the next invoice. At this point the Customer should take action as quickly as reasonably practicable to reduce the power usage, to within the Maximum Electrical Power Allowance.</p> <p>Where higher power usage is not agreed in writing with Sure, if usage is greater than 5.0Kw and the Customer has received a request to reduce usage, no less than four weeks earlier, or if the Customer has been charged the Power Allocation Excess Charge for three consecutive months, Sure reserves the right to notify the Customer and to switch off power to the Customers space/rack in the interest of protecting the Data Centre premises and Service provided to other customers.</p>
6.5.4.	The Customer shall ensure that the majority of server and networking equipment shall be of the rack-mounted variety; however, Sure shall also support the installation of a number of stand-alone equipment. Standalone equipment must conform to Sures guidelines (as previously notified to the Customer) with respect to rack power provided , data centre floor load, airflow and rack space. Where non standard, stand alone equipment is required the Customer should inform Sure in writing of the equipment to be installed and Sure will work with the Customer to assess the line plant availability and monthly rental for such installations issuing the required Order upon agreement.
6.5.5.	Sure shall provide to the Customer a capability of 4.8kW of IT load and associated cooling per rack against which the appropriate service levels will be provided. the Customer shall ensure that the IT equipment it installs shall practically utilise and optimise the dynamic provision of power and cooling amenities over its entire rack space.
6.5.6.	Sure reserves the right to amend the charges for the Service from time to time, in order to incorporate changes in power costs to Sure and such increases shall be charged to the Customer. Sure will give the Customer at least seven (7) calendar days’ notice in writing of any such changes to Customer’s charges.

6.6. Space, Cooling and weight requirements description:

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Sure shall ensure that Data Centre and the Customer Occupied Space and cooling meets the following requirements:

6.6.1.	Sure shall ensure that any cabinets provided to the Customer shall be installed according to a hot and cold aisle arrangement.
6.6.2.	Sure and the Customer unless otherwise agreed in writing shall ensure that a hot aisle and cold aisle configuration is utilised to ensure a complete separation of the cold and hot aisles.
6.6.3.	Shared space shall utilise a cooling methodology whereby fully circulated conditioned air is delivered into the space through data centre floor grills, drawn through the server cabinets by the server fans.
6.6.4.	Sure shall ensure that shared space has a usable plenum that is concealed under the floor having a depth of not less than 630mm.
6.6.5.	Sure shall ensure that network cabling containment is provided from above the rack within the ceiling plenum space unless otherwise agreed in writing with the Customer.
6.6.6.	Sure shall enforce weight limits. The Data Centre has a floor loading of 320kg per tile and the Customer must ensure that this weight limit is adhered to.

6.7. Resiliency & Redundancy requirements Description:

Sure shall ensure that the Data Centre and the Customer Occupied Space meets the following resiliency & redundancy requirements:

6.7.1.	Sure shall ensure that all infrastructures shall be designed in a manner pursuant to which it is optimally sized and can be deployed in a modular and scalable fashion.
6.7.2.	Sure shall ensure that the electrical infrastructure consists of dual active/active paths with the IT load shared equally by each path during normal operation. Path 'A' shall be denoted and Path 'B' shall be denoted.
6.7.3.	Sure shall ensure that electrical distribution infrastructure such as switchboards and distribution boards are denoted to denote A and B resilient paths.
6.7.4.	Sure shall provide dual mains power feeds providing N+1 resilience.
6.7.5.	Sure shall provide a modular UPS system to ensure the provision of N+1 capacity per distribution path and an overall resilience of N+1.
6.7.6.	Sure shall provide a single fixed and permanent standby generator across both power distribution paths to ensure N+1 electrical supply redundancy at a minimum.
6.7.7.	Sure shall ensure that all CRAC units are provided with N+1 capacity / redundancy.
6.7.8.	Sure shall ensure that primary heat rejection equipment such as chillers are provided with N+1 capacity/redundancy.

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6.7.9.	Sure shall ensure that secondary heat rejection equipment such as free cooling coils or dry coolers are provisioned at N redundancy.
6.7.10.	Sure shall ensure that the maximum permissible usable capacity of the UPS, generators, CRAC units and cooling components does not exceed one hundred percent (100%) during normal operation.

6.8. Efficiency requirements description:

Sure shall ensure that the Sure Data Centre and the Customer Occupied Space meets the following efficiency requirements.

6.8.1.	Sure shall ensure that all infrastructures are designed in a manner to ensure that it is optimally sized and can be deployed in a modular and scalable fashion to ensure efficient Data Centre load operation.
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6.9. Electrical requirements description:

Sure shall ensure that the Data Centre and the Customer Occupied Space meets the following electrical requirements:

6.9.1.	Sure shall ensure that all main switchboards shall be of a Form 4 Type 6 construction with fully withdrawable chassis to accommodate devices.
6.9.2.	At a minimum, Sure shall provide single MV-LV transformers. These transformers shall be of a low loss 'Type Cast Resin' or filled with synthetic mineral oil.
6.9.3.	Sure shall ensure that the automatic mains to generator changeover is provisioned.
6.9.4.	Sure shall ensure that all main switchboards are fitted with surge suppression.
6.9.5.	Sure shall monitor the status of all key breakers and switches.
6.9.6.	Sure shall provide sufficient and accurate metering of its electrical usage.
6.9.7.	Sure shall provide sufficient standby diesel generators to maintain the levels of redundancy as stated above.
6.9.8.	Sure shall ensure that the standby diesel generator have a minimum load acceptance capability of sixty percent (60%) in a single step.
6.9.9.	Sure shall maintain fuel for 10 hours, and have a retained fuel resupply at 4 hours, 24/7
6.9.10.	Sure shall include a provision for the 'Load' testing of the generators on a regular basis.
6.9.11.	Sure shall provide the UPS systems, a minimum autonomy of ten (10) minutes at a maximum design load and under simulated conditions designed for failure.
6.9.12.	Sure shall ensure that UPS battery installation shall be complete with a monitoring capability.

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6.9.13.	Sure shall ensure that the batteries are sized at full autonomy and are regularly tested to ensure their ongoing performance.
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6.10. Fire protection requirements description:

Sure shall ensure that the Sure Data Centre and the Customer Occupied Space meets the following fire protection requirements.

6.10.1.	Sure shall ensure that the following areas are protected with suitable inert gas suppression and double knock detection systems: Data Centre rooms, UPS's, and electrical switch board rooms.
6.10.2.	Sure shall ensure that the Data Centre is protected with a FM200 fire protection system, which will be used as an early warning detection system.

6.11. Management & Monitoring:

Sure shall ensure that the Data Centre and the Customer Occupied Space meets the following management & monitoring requirements:

6.11.1.	Sure shall ensure environmental monitoring is provided in the following areas: CRAC Temperature Humidity Sure shall physically monitor hot and cold aisle temperatures as required by the Customer and shall ensure environmental monitoring is provided in the following areas: UPS & Battery Rooms UPS and Battery
6.11.2.	Sure shall ensure that leak detection apparatus is provided in the sub-floors.
6.11.3.	Sure shall ensure its monitoring equipment for alarm and plant systems include key alarm status and notifications of all the plant items.
6.11.4.	Sure shall ensure that all its electrical meters can be monitored.
6.11.5.	Sure shall have a management platform, plant console or BMS to track trends, and monitor all of the above mentioned alarm and sensor points.

6.12. Security services:

6.12.1. Physical Security:

- 6.12.1.1. The Customer Equipment shall be installed in a location which is physically secured against casual access by unauthorised persons, but which is accessible to the

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Customer authorised personnel on a twenty four (24) hour basis, three hundred sixty five/six (365/6) days a year, a communications or computer room with controlled access and subject to the Sure Jersey Data Centre Full Welcome Pack.

6.12.1.2. Sure will ensure that CCTV cameras are installed in strategic positions throughout the Sure Data Centre. CCTV cameras will cover the Sure Data Centre floor areas, server room, hallways, utility areas and entryways of the building. CCTV cameras will be monitored from a secure control room accessible only by a Sure authorised representative. All cameras are recorded twenty four (24) hours a day, seven (7) days a week, and the recordings are archived for at least three (3) months.

6.12.1.3. Sure will ensure that the Customer Occupied Space is continually electronically and physically secured, with CCTV coverage of all access doorways, with all staff and visiting personnel adequately identified, monitored and supervised, and access security and admittance provided only as authorised by prior written agreement (which may be by email by the Customer's authorised representative) and in accordance with Sure's Datacentre Visit Process.

6.12.2. Authentication:

6.12.2.1. All authorised Sure Personnel, when requiring access to the Customer Occupied Space, must be authenticated using Sure's access controlled system.

6.12.3. Authorisation of Personnel:

6.12.3.1. The Customer will provide an authorization process flow for all access requirements. The Customer must advise Sure of any changes to authorised personnel at the earliest opportunity by the method specified by Sure.

6.12.3.2. Sure will ensure that all Sure's Personnel:

- (a) are not permitted to work whilst under the influence of alcohol or illegal drugs;
- (b) are properly skilled or qualified for the tasks they are to perform (where they are under the direction of Sure); and
- (c) will act, in all the circumstances, in a fit and proper manner while they are carrying out work or performing duties under the Agreement (where they are under the direction of Sure).

6.12.4. Reporting Requirements description:

Sure shall provide the following reports to the Customer on a regular basis:

6.12.4.1. Monthly Report

6.12.4.1.1. Sure will provide the Customer with a monthly report on the Data Centre in respect of power and air conditioning. The exact requirements of these vary over time and sample information will be provided as a guide, however typically the information required is:

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- a) Access control list (full audit of all access into the Customer Racks);
- b) Authorised Customer access list;
- c) Monthly point in time power consumption per rack;
- d) Notice of any relevant M&E maintenance carried out;
- e) The relevant Data Centre room temperature for the Customers Racks.

Sure shall also keep the Customer M&E informed of any health & safety breach, improvement or prohibition notices issued.

6.12.4.2. Incident Reporting

6.12.4.2.1. In the event of any M&E issues affecting the Service in the shared space, Sure shall provide hourly updates, even if there is “no change” to designated Customer M&E staff, unless agreed with relevant Customer M&E staff that this can be to a different time scale. Initial contact may be by telephone or email.

6.12.4.2.2. Provide initial written summary reports via email of any incident within two (2) hours of the incident closing and a full complete report within twenty-four (24) business hours of incident closure.

6.12.4.2.3. Maintain and circulate to relevant Customer staff, up-to-date contact details for Sure’s Service Operations Centre. The Customer to provide and circulate relevant up-to-date staff contact lists, a Customer organisational chart and complete Sure approved reporter’s list governing security access to the site.

6.12.4.3. Planned Preventive Maintenance and “Change Freeze” Periods

6.12.4.3.1. Sure will provide via email to the Customer change and release management team a bi-annual look ahead on any servicing or Change Freeze Periods or planned preventative maintenance (“PPM”) that may affect the Customer Service for discussion regarding the exact scheduling thereof, in order to allow the Customer to co-ordinate activities between their core sites. Sure shall if asked present any servicing, Change Freeze Period or PPM to the Customer.

6.12.4.3.2. Sure may be required to carry out emergency maintenance to maintain the security and integrity of the Data Centre. Sure will give as much notice as reasonably possible to the Customer during these periods and shall where possible agree the timing for such emergency maintenance with the Customer but such emergency maintenance shall not be included in the calculation of Service Levels. Sure shall keep any such emergency maintenance to the minimum and shall restore service as soon as possible.

7. CONNECTION OF EQUIPMENT TO THE SERVICE:

7.1. Any equipment connected to or used with the Service must be connected and used in accordance with any instructions, safety or security procedures applicable to the use of that equipment and as may be notified to you from time to time.

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- 7.2. Equipment installed for use with the Service must be set up so it does not disrupt the cold aisle configuration of the Data Centre.
- 7.3. No flammables may be stored in the Data Centre.
- 7.4. The weight and power draw of any equipment to be installed must be declared to serviceoperations@sure.com prior to installation within the Data Centre and any subsequent changes must be immediately notified to Sure in writing.
- 7.5. Any equipment that is attached (directly or indirectly) to the Service must be technically compatible with the Service, and approved for that purpose under any relevant law or regulation.
- 7.6. We will provide equipment and a mains electricity supply as detailed in the Service Level Agreement applicable to the Service.

8. ACCEPTABLE USE POLICY:

- 8.1. You will comply with our Acceptable Us and will use all best endeavours to monitor, ensure and enforce compliance with the Acceptable Use Policy by your end users.
- 8.2. It is prohibited to use the Service fraudulently or in connection with a criminal offence; to send, receive, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; to cause annoyance, inconvenience or needless anxiety; or to send unsolicited advertising or promotional material. Failure to adhere to these rules may result in suspension of Service.
- 8.3. Our hosting Services allow content owners to take full control over the content and presentation of material offered over the Service. Consequently, we make no warranty (express or implied) in relation to any information, goods or services delivered over our network.
- 8.4. If we have any comments about your site, or have received any enquiries or complaints about it, we will give the enquirer the contact details of your System Administrator.

9. EXPORT CONTROL:

- 9.1. Delivery of the Service, may be subject to relevant export control law and regulations. We do not represent that any necessary approvals and licences will be granted. You will provide reasonable assistance to us to obtain any necessary consent. If necessary consent is not granted, then we may terminate this Agreement and the provision of the Service under it (as appropriate) without any liability to you.
- 9.2. You agree to comply with any applicable export or re-export laws and regulations of any country, including obtaining written authority from the US Government if you intend at any time to re-export any items of US origin to any proscribed destination.
- 9.3. For US Government personnel using the Service in the Bailiwick of Guernsey, Jersey or United Kingdom, US Government restricted rights will apply.

10. CUSTOMER EQUIPMENT IN THE DATA CENTRE:

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Maintenance of the hosted Customer Equipment is your responsibility, achieved using remote access through our Data Centre Service, or by fast reliable Internet Connections. We will, however, allow Customer or third party access, or provide a first line maintenance service at additional cost.

11. CHARGES:

- 11.1. The charges payable for the Initial Term will be as set out on your Order, or in the absence of such charges being set out on your Order as detailed in the Price List at the date of your Order. The rental charge for the Service may be amended from time to time, in order to incorporate changes in third party costs to us (for example, power charges). We will give at least 30 calendar days' notice in writing of any changes to your rental charge. All fees, charges and expenses payable under this Agreement are inclusive of GST but exclusive of VAT, any sales tax or other tax payable in connection with the supply of the Service.
- 11.2. Changes to Service features requested after the Service Delivery Date may incur additional charges.
- 11.3. Changes to Rack and Space:
 - 11.3.1. Customers who require additional Racks or Space must submit a new Order and will be charged accordingly.
 - 11.3.2. Changes to Rack or Space will incur new charges and a new Initial Term will apply to the Premises. Exact details of new charges and length of new Initial Term will be provided to the customer at time of ordering.

Where Sure is notified or becomes aware that weight loading limits have been breached or will be breached, the Customer may be required to move the excess Customer Equipment to a new rack which shall incur additional charges.

- 11.4. Excess Power Allocation Charges:
 - 11.4.1. Within the Customer Data Centre location, the Customer must not use more power than the contracted power allocation as indicated on the Order.
 - 11.4.2. Space/rack power usage is measured per rack on a monthly basis. We will let you know by email if you are a customer whose space/rack power usage exceeds 90% of allocated power. This is simply to let you know that you are close to your limit and no immediate action will be required.
 - 11.4.3. When a space/rack power usage sample reading exceeds the allocated power, a charge will be applied to each space/rack in excess on the next invoice, described as Power Allocation Excess Charge. At this point you should take immediate action to reduce the power usage per rack, to within limit.
 - 11.4.4. If usage is 20% or more in excess of the allocation and you have received a request to reduce usage no less than four weeks earlier, or if you have been charged the Power Allocation Excess Charge for three consecutive months, we reserve the right to notify you and switch off power to your space/rack in the interest of protecting service to other customers.

12. TERMINATION:

- 12.1. We may terminate this Agreement by giving you at least 3 (three) months' notice. If we give you notice of termination then you must pay rental up to the expiry of the notice period. We will credit or refund the appropriate proportion of any rental paid in advance for the period after your liability for rental ceases.

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- 12.2. You may, by giving at least 6 (six) weeks' notice, before the expiry date of the Initial Term, terminate this Agreement on the expiry date. The Initial Term may be one, two or three years as stated on the Order. If you terminate this Agreement during the Initial Term of Service, you shall be liable for any outstanding charges for the balance of the Initial Term at the rate in force in our Price List. Outstanding rental charges shall not be payable if:
- 12.2.1. The Service is replaced with another Service from us that we deem to be comparable; or
 - 12.2.2. We materially change the rental charge or terms and conditions of this Agreement to your detriment.
- 12.3. After the Initial Term, you may terminate this Agreement by giving us at least 30 (thirty) days' notice in writing.
- 12.4. The Agreement may also be terminated in accordance with the Sure General Terms and Conditions.
- 12.5. Your notice does not avoid any other liability for Service already provided.

13. DATA PROTECTION:

Sure is data controller in relation to the provision of the Service and we comply with and shall continue to comply with all applicable data protection legislation including, without limitation, the Data Protection (Bailiwick of Jersey) Law, 2018 where equipment is in the Sure Jersey Data Centre. We will only use your personal information as set out in our privacy notice, a copy of which can be found at www.sure.com/guernsey/privacy-policy/, or by requesting a copy from dataprotection@sure.com.

14. LAW:

This Agreement shall be governed by and constructed and interpreted in accordance with the laws of the Island of Jersey, and each party hereby submits to the exclusive jurisdiction of the Jersey Courts.

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SCHEDULE - SERVICE LEVEL AGREEMENT

1. Measurement of Service Levels

The Service Levels will take effect and be measured from the Service Delivery Date.

We will accurately measure performance against the Service Levels using appropriate measurement and monitoring tools and procedures.

We will report quarterly on our Service Level performance. Such report will specify our performance and compliance with the Service Levels.

2. Service Level Defaults

If we commit any Service Level Default, we shall conduct a root cause analysis to determine the reason for such failure and provide this analysis to the Customer.

If the root cause for a Service Level Default is the negligent or wilful misconduct of the Customer (including its subcontractors, other than Sure or Sure Personnel); or a Force Majeure or emergency maintenance as defined in paragraph 6.12.4.3.2 above, such event shall not be included in calculating our compliance with the Service Levels.

3. Service Levels

The following key performance indicators shall constitute Service Levels. We shall commit to the service availability levels on the following key elements:

REF	Description	Agreed Service Level
KPI 1	Electrical Power Availability *(1)	99.999% per rack
KPI 2	Ambient room environment *(3)	18-27c
KPI 3	Physical Security	0 incidents

KPI 1 - *(1) The total failure of power supplied to a rack (both A& B supplies) at the under floor commando sockets to which the rack and Customer's Equipment is connected

KPI 2 - *(3) The temperature and humidity within the location ("**Ambient Room Environment**") based on a combination of the following parameters:

The ambient room temperature in the location, measured where the Customer Equipment is located, will remain in the range 18°C to 27°C. The rate of change of air temperature will not exceed $\pm 2^{\circ}\text{C}$ per hour. Maximum dew point maintained at 17°C; and (ii) the ambient relative humidity ("RH") in the location shall be maintained in the range 30% to 70%; the rate of change of RH will not exceed $\pm 10\%$ RH per hour.

For the purpose of those reports the start time of an environment incident (the "**Incident Start Time**") shall be defined and measured, from the time the Ambient Room Environment SLA deviation is detected by us, or is reported by the Customer to our operational staff (whichever is the earlier).

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The end time of an Environment Incident (the “**Incident End Time**”) shall be defined as the time at which the Ambient Room Environment can be demonstrated by us to have returned to within the SLA parameters. If there is no deviation from the Ambient Room Environment in a month we need not provide any reports.

For purposes of measuring availability performance against SLAs, availability is calculated each calendar month. Service Credits are payable by us where the Service fails to achieve the availability for that month as specified in this Service Level Agreement and specifically the table below:

The Availability of Service is measured over a month and is defined as:

- Available Minutes = Minutes available in a month – duration of any agreed planned work.
- Unplanned Downtime = Duration of Priority 1 Incidents (as defined below)

$$\text{Availability percentage} = \frac{(\text{Available Minutes} - \text{Unplanned Downtime}) \times 100}{\text{Available Minutes}}$$

4. Service credits

Payment of a service credit by us is without prejudice to, and will not limit, any right the Customer may have to damages or non-monetary remedies at law or in equity resulting from, or otherwise arising in respect of, such Service Level Default; or to terminate the Agreement in accordance with the relevant provisions of this Agreement.

Power:	Total loss of power supply delivered to a rack’s underfloor commando sockets (the rack’s A&B electrical supplies) for 5 mins over a calendar month, then the service credit shall equal the monthly charge as listed on the Order for the rack affected.
Ambient room environment:	If the ambient room temperature exceeds 31 degrees for more than 60 mins in aggregate in any calendar month then the co-location service credit shall equal the total monthly charge as listed on the Order for the racks affected.
Security:	Any single occurrence of unauthorised access to our racks will result in a service credit equalling the monthly charge as listed on the Order for the racks affected.

If Sure fails to achieve a Service Level and such failure is not excused pursuant to this Agreement, then Sure will pay the specified service credit to the Customer as set out above. Such amounts shall be credited against the next invoice payable by the Customer or if no further invoices are payable shall be promptly paid to the Customer in such manner as the Customer specifies.

5. Notification of Service Credits and Compensation payment

We shall monitor the data centre 24 hours per day and shall notify the Customer as soon as it becomes aware, of a Service Level Default providing the Customer with full details and shall pay such applicable Service Credit to the Customer in accordance with section 4 above.

In the event that the Customer becomes aware that it has a claim for compensation as a result of a failure by Sure to meet the Service Levels, the Customer has to specify the following information within 12 months of the Service Level Default closing:

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- Sure Identification Number of the Service
- Start date of the measurement period in dd/mm/yyyy
- End date of the measurement period in dd/mm/yyyy
- Monthly availability in % as measured by the Customer

Any requests for compensation payments must be sent to Sure at the following addresses:

Contact: Complaints Officer

Address: Customer Complaints, Sure (Guernsey) Limited, PO Box 3, Centenary House, La Vrangue, St Peter Port, Guernsey, GY1 3AB

Email: serviceoperations@sure.com copied to DataCentreSales@sure.com

We shall confirm to the Customer if his request has been accepted within a maximum delay of 5 Working Days starting from the receipt of the request made via email.

Once the compensation claim has been accepted, we shall reimburse the Customer according to the compensation scheme as described in this SLA. This payment will be performed through a credit note on the next invoice and if there will be no further invoices, shall be paid within 30 days by cheque or other method specified by the Customer.

6. Co-operation

The achievement of the Service Levels by us may require the co-ordinated, collaborative effort of Sure with the Customer and/or other service providers, vendors and other third parties contracted with or by the Customer. Sure and the Customer shall provide a single point of contact for the prompt resolution of all Service Level Defaults

7. Incident Management

7.1 Service Desk

The Service desk is the single point of contact for all incidents and acts (“**Incidents**”) as the interface between the Sure and the Customer for operational issues. The contact details are as follows:

Hours: 24/7/365

Name: Service Operations Centre

Telephone: +44(0)1534 752310

Email: serviceoperations@sure.com

For an Incident which arises owing to a Service Level Default in the Service, Sure will provide support in accordance with the Service Levels and Target Resolution Times shown in this Service Level Agreement.

Customer Incidents

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For Incidents which arise owing to a fault on the Customer equipment or the acts or omissions of the Customer, for which the Customer requires Sure assistance, Sure shall, subject to agreement by Sure at the time, use reasonable endeavours to provide Remote Hands Support and or Technical Consultancy, and for which the Supplier may charge the Customer for any such support per hour, at the hourly rates listed in the Order. The Remote Hands Support and Technical Consultancy shall be subject to a separate written agreement between Sure and the Customer.

Following receipt of an explicit written or emailed request from the Customer, Sure will provide Remote Hands Support and/or Technical Consultancy at the rates specified on the Order.

For the avoidance of doubt a Customer Incident shall include (but is not limited to) any of the following activities

- a) power cycling equipment;
- b) toggle cycling a switch or push a button;
- c) verifying, adding or removing labelling;
- d) ensuring that cables are secured;
- e) relaying status of LEDs under direction of the Customer;
- f) providing a serial number on the equipment;
- g) providing visual verification to assist during Customer's troubleshooting; or
- h) taking receipt of equipment; or
- i) accompaniment of an 3rd party engineer to relevant rack location for support services.

7.2 Incident management

On the occurrence of an Incident, the SOC shall log the details of a Service affecting Incident into Sure's ticketing systems. The authorised Customer personnel as listed on the Customer Security Access List (which shall be kept up to date by the Customer) shall be updated with the status of the Incident, at frequency determined by the priority of the Incident and caller.

Sure shall notify the Customer of any required activity or intervention that Sure deems reasonably necessary for the continued effective functioning and/or management of the equipment. Subject to written approval from the Customer, the Supplier may log an Incident with the Customer Service Desk to manage the activity or intervention.

7.3 Incident classification

Priority is the category used to identify the relative importance of an Incident. Assigning the correct priority helps ensure that the ticket is dealt with by the right people at the right time and speeds up restoration. The Customer can suggest a priority when contact is made to Sure's 24/7 Service Operations Centre (SOC). Sure SOC will investigate the Incident and re-classify if required.

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Classification of Incident	Criteria
P1 - Critical	<ul style="list-style-type: none"> • Ongoing complete loss of service or services that have protection or redundancy configured. • An ongoing complete loss of Sure ability to support services within the business. • Immediate risk of serious injury or endangerment to life.
P2 - High	<ul style="list-style-type: none"> • Ongoing high risk to service • Loss of all protection and redundancy. • Loss of an unprotected service • High degradation to normal service with a business impact. • Risk of injury
P3 - Medium	<ul style="list-style-type: none"> • Ongoing minor degradation to service with minimal business impact. • A risk of a more degradation exists • Minor risk to injury
P4 - Low	<ul style="list-style-type: none"> • No present impact of degradation to service likely but is a fault that requires attention before it becomes a risk. • A degradation. • Request for information like an RFO.

The following table dictates the Service priorities assigned to technical incidents.

	Level 1 Contact	Level 2 Contact	Level 3 Contact	Level 4 Contact	Level 5 Contact
P1	15 Minutes	30 Minutes	1 Hour	3 Hours	L4 discretion
P2	30 Minutes	1 Hour	3 Hours	8 Hours	L4 discretion
P3	2 Hours	4 Hours	1 Day	L3 discretion	L4 discretion

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P4	4 Hours	1 Day	L2 discretion	L3 discretion	L4 discretion
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7.4 Incident Target Resolution Times

Sure shall commence activities as instructed by Customer Service Desk to provide support during an Incident within the following estimated time period:

Priority	Response time	Target Resolution Time	Target Reporting Interval
1: Critical	15 Mins	3 Hours	Every 1 hour until fault is resolved
2: High	30 Mins	9 Hours	Every 2 hours until fault is resolved
3: Medium	60 Mins	72 hours	Every working day or as reasonably agreed between the Parties.
4: Low	60 Mins	N/A	As reasonably agreed between the parties

7.5 Incident Escalation

Either party may instigate escalation in respect of an Incident at any time during the relevant support hours. The Customer shall provide Sure with details of the Customer Personnel who are to be contacted in the event of such escalation. The Customer shall contact Sure using the Sure Escalation Matrix below.

SURE Escalation matrix

It is recommended that the Customer involve the SOC in all escalations although the Customer is entitled to escalate directly to the persons listed below. The SOC's contact details are as follows:

Tel: +44 (0) 15354 752310

Email: serviceoperations @sure.com

Level	Position	t
Level 1	Service Operation Centre (SOC) - Front Desk	+44 (0) 1534 752310
Level 2	Service Operation Centre (SOC) – Senior Support Technician	+44 (0) 1534 752310
Level 3	Duty Operations Manager	+44 (0) 7700 722407
Level 4	Head of Service Assurance	+44 (0) 7700 722408
Level 5	CTIO	+44 (0) 7700 722409

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* Or such other person as is notified to the Customer. If there is any change in the contact details of those listed above, Sure shall notify the Customer in writing.

DEFINITIONS:

In these terms and conditions:

“Acceptable Use Policy” means the policy governing the use of the Service by You and which can be found at www.sure.com/guernsey/terms-and-conditions.

“Change Freeze Period” means a period where no significant changes to critical services or major project deployments are scheduled.

“Commercially Reasonable Efforts” means taking such steps and performing in such a manner as a well-managed company would undertake where such company was acting in a professional, prudent and reasonable manner to achieve the particular result for its own benefit.

“Contact Details” means the name and telephone number of a person who is your contact point.

“CRAC” means Computer Room Air Conditioning.

“Customer” means the party to the Agreement who is taking the Service.

“Customer Occupied Space” means the area or room designated to the Customer within the relevant Data Centre.

“Data Centre” means any location within Jersey where Sure offers data hosting services. These services enable Sure to provide you a facility for access to a secure, high quality environment in which to host your computer or Internet equipment.

“Force Majeure Event” means any event or matter beyond a Party’s reasonable control materially adversely affecting the performance by that Party of its obligations hereunder including but not limited to fire, lightning, exceptionally severe weather, flood, explosion, accident, war, terrorist attack, civil disorder, embargo, governmental requirement, acts of Government or other competent authorities, Acts of God, industrial disputes, epidemics, pandemics and “Force Majeure” shall be construed accordingly.

“Good Industry Practice” means, in relation to any obligations and any circumstances, the exercise of the degree of speed, skill, care, prudence and foresight which would be expected from a skilled and experienced professional engaged in the same type of task(s) and diligently seeking in good faith to comply with its contractual obligations and all applicable laws.

“Initial Term of Service” means the length of time as stated on the Order.

“Internet Connection(s)” means the provision of specified network access, connectivity and bandwidth to you by us which allows you to obtain access to the Internet under the terms and conditions of any Agreement covering that service.

“M&E” means mechanical and electrical.

“Occupied Space” means the area inside the Data Centre where the Customer’s Equipment will be located.

“Party” means a party to this Agreement.

“Power Allocation Excess Charge” means a charge billed to the Customer when the consumed power for any given space/rack exceeds the contracted power allocation as indicated on the Order. This is a fixed

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charge for each rack for each month that an excess is recorded.

“Rack” or “Racks” means standard size racks which enable you to place your equipment in the space designated in the Data Centre.

“Remote Hands Support” means the technical support action (including basic technical tasks such as checking and reporting lamp status, power cycling, button pushing and the removal/insertion of cords/cables/leads (with a recognised connection plug/socket)) taken by Sure in response to a Customer’s request for assistance.

“Security Access List” means the Security Access List provided to the Customer by Sure that the Customer shall be responsible for completing to denote those Customer personnel who are authorised to access the Services or Data Centre.

“Service” means a service or any facilities provided by us for you in connection with the Service, as specified in your Order, Price List or any applicable Service Specific Terms and Conditions that forms part of this Agreement.

“Service Levels” means the levels set out in the Agreement as amended from time to time.

“Service Level Agreement” means the service level agreement relevant to the Service as set out in the Schedule to these Data Centre Terms and Conditions.

“Service Level Default” means a breach of the Service Levels.

“Service Operations Centre” means the 24 x 7 x 365 service centre operated by Sure.

“SLA” means the service level agreement set out in the Schedule to these Data Centre Terms and Conditions.

“Space” means the area in the Data Centre Sure designate in order to provision the Service.

“Sure” means Sure (Jersey) Limited.

“Sure Personnel” means Sure’s employees, sub-contractors, agents or other representatives.

“System Administrator” means a person named by you to be the point of contact with us for matters relating to the provision of the Service.

“Technical Consultancy” means any technical consultancy services that Sure provides to its customers from time to time (including but not limited to wiring installation, network debugging, network analysis, network testing, software and hardware installation, software and hardware configuration) in response to a Customer’s request for assistance, in relation to such requests both parties (acting reasonably) shall agree whether such a request can be addressed by means of Sure technical consultancy services or other Sure contracted third party services.

“you” and “your” means the customer entering into this Agreement.

“we”, “us” or “our” means Sure.