

Master Services Agreement. Data Centre – Terms and Conditions

1. Your Agreement with HBS Internet

1.1 These Terms and Conditions should be read in conjunction with a completed Sales Order, in which you will find the service, pricing and other arrangements specific to your contract with HBS Internet. Signature of a Sales Order on behalf of both you and HBS Internet creates a legally binding contract made up of that Sales Order, these Terms and Conditions and any schedules or appendices referred to in either document. For ease, that contract is referred to in these Terms and Conditions as the "**Agreement**".

2. Terminology

To make these Terms and Conditions easier to read, we have given the following expressions a specific meaning, when used in this Agreement: **AUP** means HBS Internet's standard acceptable use policy, a copy of which is available by request. This document may be updated by HBS Internet from time to time on written notice to you;

Agreement has the meaning given to that term in Clause 1.1;

Charges means the charges that you will pay to HBS Internet, as detailed in the Sales Order;

Colocation Space means the space in HBS Internet's data centre where Your Equipment is kept;

Data Centre Access Policy means HBS Internet's standard data centre access policy, a copy of which is available by request

DPA Regulations means the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all the relevant mandatory guidelines issued by the UK Information Commissioner;

Initial Term means the initial term of this Agreement, as set out in the Sales Order;

HBS Internet is a trading style of HBS Consultants Ltd, (Co. No. 3322778), whose registered office is at 3 Tunnel Hill Mews, Knock Lane, Blisworth, Northants, NN7 3DA;

Network means your connection to the internet as provided by HBS Internet or an HBS Internet third party supplier;

Remote Hands Support means any intervention to Your Equipment specifically requested by you, where your instructions are to be followed precisely by HBS Internet staff. These instructions and their outcomes are your responsibility;

Sales Order means a document bearing that heading which has been duly signed on behalf of both You and HBS Internet, containing service, pricing and other arrangements specific to Your contract with HBS Internet;

Service means the support services detailed in the SLA, together with any management or other service that HBS Internet provides to you under this Agreement;

SLA means the service level agreement attached as Schedule 1 to these Terms and Conditions, detailing the service levels that HBS Internet will aim to meet and any payments that HBS Internet will make to you if that standard of service is not met;

Start Date means the date that this Agreement comes into force, as stated in the Sales Order;

Terms and Conditions means these Master Services Agreement Terms and Conditions;

Third Party Services means services provided to you by any supplier other than HBS Internet or an HBS Internet agent;

you and your means HBS Internet's customer, being the person or entity that is identified in the Sales Order;

Your Equipment means your hardware or software when located in an HBS Internet data centre; and

Your Representative means an individual or person nominated to act as your point of contact.

3. The Services that HBS Internet will provide

3.1 HBS Internet will provide the Services to you:

3.2 to a standard that meets or exceeds the SLA; and

3.3 using reasonable care and skill.

4. Our Commitments to one another

4.1 **Authority to sign the Agreement.** Each of us confirms to the other that we have the authority to enter into and meet our respective obligations under this Agreement.

4.2 **Relevant licences.** HBS Internet confirms that it owns or is licensed to use the systems, products, and materials (other than Your Equipment) necessary to provide the Services to you.

4.3 **Compliance with use policy.** You confirm that whenever you are using the Services, you will do so in accordance with the AUP.

4.4 **Third party Services.** You are responsible for ordering all lines or circuits you require from third party carriers to receive the Services and for ordering necessary cross-connects from HBS Internet and paying HBS Internet's cross-connect charges. You will ensure that third party carriers install those circuits in your name. You will be solely responsible for those circuits and for all payments due to the carriers. You will notify the carrier directly when you wish to end or change those circuits.

4.5 **Resale of the Services.** You will not resell the Services to any third party without HBS Internet's prior written consent (which HBS Internet will not unreasonably withhold).

4.6 **Insurance.** It is your responsibility to obtain insurance in respect of Your Equipment and other such insurances including professional indemnity insurance, as may be required by you while Your Equipment is on HBS Internet's premises or is in transit. If HBS Internet asks you to do so, you must provide HBS Internet with the relevant certificates of insurance. HBS Internet will take out and maintain professional indemnity, public liability and building insurance and will provide you with the relevant certificates of insurance if you so request.

5. Charges and their payment

5.1 **Implementation/Setup Charges.** When you sign this Agreement, HBS Internet will invoice you for any set up or implementation fee listed in the Sales Order, together with any costs incurred through the purchase of any equipment that you have agreed to pay for in accordance with the Sales Order. That invoice will be payable within 7 days of the date on which it is issued to you.

5.2 **Recurring Service Charge.** When you sign this Agreement, HBS Internet will also invoice you for the initial Recurring Service Charge listed in the Sales Order. That invoice will similarly be payable within 7 days of the date on which it is issued to you. Following HBS Internet's initial invoice, HBS Internet will invoice you for each further installment of the Recurring Service Charge monthly in advance, each further invoice being payable monthly in advance by standing order.

5.3 **Variable Service Charges.** HBS Internet will invoice you monthly in arrears for any Variable Service Charges that become payable as a result of the Services that we provide. Those Variable Service Charges will be calculated in accordance with the rates set out in the Sales Order.

5.4 **Additional Services.** If HBS Internet provides any other Services to you, the Charges payable will be agreed in advance between HBS Internet and you, in writing.

5.5 **Third Party Services.** In line with paragraph 4.4, you are solely responsible for paying any charges for the lease or use of telecommunications lines or any other Third Party Services.

5.6 **Power.** HBS Internet reserves the right to pass on to you any price increase imposed by HBS Internet's electricity power supplier where and to the extent that the power provided is solely used for the provision of the Services to you. HBS Internet will give you advance written notice of any such increase, together with any equivalent price increase notice received from the electricity power supplier concerned.

5.7 **Taxes.** The Charges do not include applicable taxes (including VAT) or import/export duties or shipping and delivery charges. If any of those duties or charges are incurred, they will be added to any relevant invoice and will be payable by you or, if payable on a withholding tax basis, will be payable by you to the relevant authority direct.

5.8 **Payment of invoices.** Unless you dispute an invoice with good cause, you must pay each HBS Internet invoice in GBP(£) within 7 days of the date on which that invoice is issued or within such alternative period as is expressly stated in this Agreement (the "**Due Date**"). You will not be entitled to deduct or off-set any amount that HBS Internet may owe to you against an HBS Internet invoice.

5.9 **Suspension of Services for non-payment.** If you do not pay an invoice:

5.9.1. within 7 days of the Due Date, HBS Internet may restrict your access to any equipment that you own which is located on HBS Internet's premises;

5.9.2. within 14 days of the Due Date, HBS Internet will be entitled, at any time thereafter (until payment is made), to disable the Service. If HBS Internet does disable the Service and you wish to have it re-enabled, HBS Internet will charge you a re-connection fee calculated in accordance with the Sales Order; and

5.9.3. within 30 days of the Due Date, HBS Internet may end the Service permanently and charge you a de-installation charge calculated in accordance with the Sales Order. If we end the Service in that way, you will still be responsible for your obligations under this Agreement, including the obligation to pay Charges.

Master Services Agreement. Data Centre – Terms and Conditions

HBS Internet will give you at least 2 working days' written notice before taking any of the actions listed in this paragraph 5.9.

5.10 In addition to any annual change in the Charges imposed under paragraph 8.1, HBS Internet may increase its Charges to reflect any change in the law or tax rules that affect operators of data centres. If a change of that kind is implemented, HBS Internet will give you written notice of any resulting increase in the Charges and the date on which it will become effective. You have the right to bring the Agreement to an end in line with paragraph 8.2 if you cannot agree to the Charges being increased in accordance with this paragraph.

5.11 **Interest charge.** If you do not pay any invoice in full by the Due Date, HBS Internet will be entitled to charge you interest on the unpaid amount calculated at a rate of 2.5% per annum above the prevailing base rate of the Bank of England, that interest charge being applied until the outstanding amount is settled in full. HBS Internet's right to charge interest does not affect its right to take other legal action against you in relation to non-payment of the amount concerned.

6. Third party claims

6.1 If any claims or demands are brought against HBS Internet, any HBS Internet employee or any HBS Internet representative (each an "HBS Internet Entity") which allege: (a) any damage or destruction to the Colocation Space, the Network, HBS Internet's premises or equipment or to any of HBS Internet's customers or their equipment; or (b) any personal injury to or property damage of any of HBS Internet staff or representatives or any HBS Internet affiliate, and the damage, destruction or injury is caused by you or results from something that you have negligently done or failed to do, you must defend and protect the HBS Internet Entities against those claims or demands. This will not apply to the extent that the damage, destruction or injury is caused by any HBS Internet Entity

6.2 If any claims or demands are brought by or against you which allege: (a) any damage or destruction to Your Equipment or to your business; or (b) any personal injury to or property damage of any of your employees or representatives arising out of the individual's activities related to the Services, and those claims or demands are not covered by paragraph 6.1 and the damage, destruction or injury is caused by HBS Internet or results from something that HBS Internet has done or negligently failed to do, HBS Internet will defend and protect you against those claims or demands. This will not apply to the extent that the damage, destruction or injury is caused by you or the individual concerned.

6.3 For the indemnities set out in paragraphs 6.1 and 6.2 to apply, the party seeking to have a claim or demand defended by the other party must: (a) promptly notify the other party in writing of the existence of any claim or demand covered by the indemnity; (b) use its best endeavours to minimise any loss or damage which it may suffer; (c) obtain the other party's prior written consent to the settlement of any claim (provided that the other party must not unreasonably refuse its consent or delay in giving its consent); and (d) allow the other party to participate in or conduct all negotiations and proceedings in relation to the defence and settlement of the claim.

7. Limits of Liability

7.1 **Limit of exclusions.** Nothing in this Agreement excludes or limits HBS Internet's or your liability where that liability arises out of the death or personal injury of any person caused by negligence or for any statement that is deemed to have been a fraudulent misrepresentation.

7.2 **Service credits.** Unless you terminate this Agreement on the basis that HBS Internet has committed a material breach of contract, you agree that the service credit regime set out in the SLA will be the sole mechanism by which you will be compensated for any failure by HBS Internet to meet the service levels set out in the SLA.

7.3 **Cap on liability.** Provided that paragraph 7.1 will always apply, HBS Internet's and your total liability to each other in relation to loss or damage arising out of or in connection with this Agreement, whether in contract, tort, (including negligence) or otherwise, in any Contract Year, (including any loss of data) will be limited to the greater of (a) the total Charges paid or payable by you to HBS Internet in the Initial Term; or (b) the total Charges paid or payable by you to HBS Internet in the Contract Year concerned.

7.4 **Exclusion of indirect losses.** Provided that paragraph 7.1 will always apply, neither you nor HBS Internet will be liable to the other for any increased costs, loss of profit, savings or revenue, loss of contract or any indirect or consequential loss or damage of any kind whatsoever, whether arising under this Agreement or from our negligence.

7.5 **Exclusion of implied warranties.** Subject to the commitments and warranties that HBS Internet has given to you in Clause 4, all warranties that would otherwise be implied by statute or at common law are excluded to the fullest extent permitted by law.

8. Terminating the Agreement

8.1 **Automatic Renewal.** This Agreement starts on the Start Date and remains in effect for the Initial Term. Unless terminated by either party at that point, this Agreement will automatically renew for consecutive periods of 12 months, each starting on the anniversary of the Start Date (each period being a "Renewal Term"). From the first day of each Renewal Term, the Charges will automatically increase by a percentage amount equal to the increase in the retail prices index (as published by the Office for National Statistics) for the previous calendar year, provided that any such increase will not exceed 5% in any one year. If the change in the relevant index is zero or negative, the Charges will increase by 1%. Charges payable during each Renewal Term will be confirmed to you in writing at least 30 days in advance of the start of that Renewal Term. You have the right to bring the Agreement to an end in line with paragraph 8.2 if you cannot agree to the Charges being increased in accordance with this paragraph.

8.2 **Terminating the Agreement on notice.** Either you or HBS Internet can end the Agreement by giving the other party at least 90 days' written notice in advance of the end of the Initial Term or any subsequent Renewal Term. Alternatively, you can end the Agreement on 90 days' written notice to HBS Internet if you cannot agree to an:

8.2.1. HBS Internet proposed change to the AUP

8.2.2. increase in the Charges imposed under paragraph 5.9, 5.10 or 8.1,

although you must serve that notice no later than 30 days after the amended AUP or increase in Charges is notified to you. After expiry of that 30 day period, the change or increase that was notified to you will be deemed to have been agreed.

8.3 **Terminating the Agreement following a breach.** Either of us may end this Agreement if the other materially breaches its obligations and does not fix that breach within 30 days after receipt of written notice from the other party.

8.4 **HBS Internet's specific rights to end the Agreement.** HBS Internet may end this Agreement within 14 days after giving you written notice (or immediately on giving you written notice where HBS Internet is required by law), where:

8.4.1 you have breached HBS Internet's AUP; or

8.4.2 if you are a company, you present a petition or have a petition presented by a creditor for your winding up, or convene a meeting to pass a resolution for voluntary winding-up, or the making of an administration order, or enter into any liquidations (other than for the purpose of a bona fide reconstruction or amalgamation); call a meeting of your creditors or have a receiver, administrator, administrative receiver, liquidator or any other similar officer or insolvency practitioner appointed in respect of all or any of your undertakings or assets, or are deemed by applicable law to be unable to pay your debts; or

8.4.3 if you are an individual, you die, or, if you are a firm or partnership, are dissolved or in any case, commit any act of bankruptcy or have a receiving order made against you or make or negotiate for any compensation or arrangement with or assignment for the benefit of your creditor.

8.5 **Continuing liability.** However this Agreement ends, each of us will still be responsible for claims or liability (including payments due) relating to the time before the Agreement ended.

8.6 **The position after the Agreement ends.** When this Agreement ends: (a) HBS Internet will immediately stop providing the Service; (b) payments due by you under this Agreement will be payable immediately, including any unpaid Charges due for the remainder of the Initial Term or any Renewal Term (except where the Agreement has ended for HBS Internet's material breach under paragraph 8.3); (c) within 30 days after this Agreement ends, each of us will return all Confidential Information of the other in its possession at the time this Agreement ends and will not make or keep any copies of that Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

8.7 **Removal of Your Equipment.** When this Agreement ends, you will remove all Your Equipment and any of your other property from HBS Internet's premises within 10 days of HBS Internet's request and return the Colocation Space to HBS Internet in the same condition as it was prior to the installation of that equipment. If you do not remove Your Equipment and property within that 10 day period, then HBS Internet may move Your Equipment and property to storage and charge you the cost of removal and storage. HBS Internet will not be liable for any damage caused by removal or storage. If you do not pay all amounts due to HBS Internet and remove Your Equipment and property from HBS Internet's premises or storage within a further 30 days' of HBS Internet's request, HBS Internet may sell Your Equipment and property and offset the proceeds against any sum then payable by you to HBS Internet.



Master Services Agreement. Data Centre – Terms and Conditions

9 Protection of Confidential Information

9.1 Information concerned. Each of us acknowledges that we will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, including the terms and conditions of this Agreement, proprietary software and customer information ("Confidential Information").

9.2 Maintaining secrecy. Each of us agrees that except as expressly permitted under this Agreement, we will not use in any way, for our own account or the account of any third party, nor disclose to any third party, except as required by law or as reasonably necessary to that party's professional advisors (or in HBS Internet's case, to the other operators of HBS Internet's global network), any of the other party's Confidential Information and that we will each take reasonable precautions to protect the confidentiality of that information.

9.3 Exceptions. Information will not be deemed Confidential Information if that information: (i) was already known or becomes known to the receiving party from a source other than the disclosing party; (ii) becomes publicly known or becomes no longer secret or confidential, except through a breach of this Agreement by the receiving party; (iii) is independently developed by the receiving party; or (iv) is required to be released by law or regulation, provided that the receiving party promptly informs the disclosing party in writing of the

impending release, and the releasing party co-operates fully with the disclosing party to minimise the extent of the release.

10 Protection of Personal Data

10.1 In this paragraph 10, the terms "personal data", "data", "data subject", "data controller", "sensitive personal data", "data processor" and "processing" have the meanings that they have in the DPA Regulations.

10.2 Each of us will, in the performance of our obligations under this Agreement, comply with the DPA Regulations.

10.3 In addition, if HBS Internet receives from you or processes any personal data on your behalf, HBS Internet will:

10.3.1 only process that personal data in accordance with this Agreement and your instructions;

10.3.2 not transfer any of the personal data outside the European Economic Area; and

10.3.3 implement appropriate technical and organisational measures against unauthorised or unlawful processing of that personal data as if HBS Internet was the data controller and permit you to audit those measures on reasonable prior notice.

11 General Provisions

11.1 Unenforceable Provisions. If any part of this Agreement is found by a court or other competent authority to be illegal or unenforceable then the rest of this Agreement will remain valid.

11.2 Circumstances outside either party's control. Except for the obligation to pay money, neither you nor HBS Internet will be liable for any failure or delay in meeting our respective obligations under this Agreement, or for credits due under the SLA, due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, terrorist activity, sabotage, labour shortage or dispute, governmental act or failure of the Internet, provided that whichever of us is affected: (a) gives the other prompt notice of the situation; and (b) uses reasonable commercial efforts to correct promptly the failure or delay in performance.

11.3 Property rights. This Agreement is a services agreement and is not intended to and does not grant a lease or licence over any real or personal property, even although some or part of Your Equipment may be the subject of a separate agreement between us. In particular, you acknowledge and agree that you have not been granted any real property interest in the Colocation Space or HBS Internet's other premises, and you have no rights as a tenant or otherwise under any real property or landlord/tenant/tenant laws, or regulations.

11.4 Transfer of rights. You may not assign or transfer your rights or subcontract your obligations under this Agreement either in whole or in part without HBS Internet's prior written consent. We will not unreasonably refuse that consent.

11.5 Notices. Any notice given under this Agreement must be in writing and may be delivered personally, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the relevant address indicated above, or such other address as either of us may nominate in writing. That notice will be deemed to have been given on the date delivered, or 5 days after mailed or sent, whichever is earlier.

11.6 Status of the parties. HBS Internet and you are independent contractors and this Agreement does not create any partnership, joint venture or agency or employee relationship. Neither of us has authority to enter into any contract on behalf of the other.

11.7 Changes to the Agreement. This Agreement may only be amended if both of us agree in writing.

11.8 Dispute resolution. If a dispute arises between you and HBS Internet relating to this Agreement you and HBS Internet will use reasonable commercial efforts to resolve the dispute at senior management level within 28 days of the dispute arising, failing which:

11.8.1 you and HBS Internet agree that, within 14 days of the failure to resolve the dispute, either of us may pass the dispute to an Alternative Dispute Resolution ("ADR") procedure officer of the Centre for Dispute Resolution (CEDR) as adopted by a suitable qualified mediator in London, England appointed by the senior executive officer of CEDR. Each of us will meet our own costs in those proceedings unless we agree otherwise as part of any settlement. If the dispute has not been resolved within a further 28 days or if either of us refuses or ceases to participate in an ADR procedure, or you and HBS Internet cannot agree on an ADR procedure within 14 days of the failure to resolve the dispute, either of us may refer the dispute to the English Courts; and

11.8.2 nothing in this paragraph prevents either of us from going to court to seek a preliminary injunction or other order at any time if either of us thinks that such an action is necessary.

11.9 Delay in exercising rights. If either of us does not exercise a right which we have under this Agreement or at law, or if either of us delays in exercising that right, we will not be prevented from exercising that right at a later date.

11.10 Documents making up this Agreement. A Sales Order and these Terms and Conditions, together with any schedules or appendices referred to in either document, make up the complete agreement and understanding between us in relation to the Services and replace any other agreement or understanding between us, written or oral. If a conflict is identified between the Sales Order and these Terms and Conditions, the Sales Order will take precedence.

11.11 Status of headings. Headings have been included for convenience only and will not be used in constructing any provisions of this Agreement.

11.12 Interpretation. Any references in this Agreement to the words in the singular include the plural and vice versa. Where the words "includes" or "including" are used, the words that follow are examples only.

11.13 Governing law. This Agreement and any claims arising out of it or in connection with it (including non-contractual claims) will be governed by English law and both of us agree that the English Courts will have non-exclusive jurisdiction.

Master Services Agreement. Data Centre – Terms and Conditions

Schedule 1 - Service Level Agreement

1 Service Levels

1.1 Service Level. HBS Internet will use all commercially reasonable endeavours to make the Service available, avoid power and network downtime, and provide the level of support and professional services described in this Agreement. HBS Internet will provide compensation to you on the basis set out in this Service Level Agreement ("SLA") where it has failed to meet this criteria.

1.2 Service Fault Management. HBS Internet's internal building management systems will continually monitor HBS Internet's services to maintain and detect any problems or faults in the Services. HBS Internet will inform you as soon as practicable (via email or telephone) should an event occur that affects the Services provided to you. Such events (explosions, fire, flood, accidents, theft, power or cooling failure) will be notified to you within 2 hours of their occurrence. Should a customer detect a fault in the provision of power or climate or humidity control then you must report it to HBS Internet as soon as practicable using email at support@hbsinternet.co.uk, or via telephone on 08000 199 850 reporting to the Duty Engineer the nature of the fault. The fault will be logged in HBS Internet's systems from that point and relevant action taken.

1.3 Period. When applying this SLA, HBS Internet measures the quality of the Services and calculates any service credits that may be due, over a 30 day period.

2 Network SLA

2.1 Network Guarantee. HBS Internet will guarantee Network Availability and ensure that the HBS Internet network is available through the Internet, provided that you have established and maintained suitable Internet connectivity. In this SLA "**Network Availability**" relates to all network equipment provided and maintained by HBS Internet for the provision of connectivity services within our own facilities and subject to you having dual redundant connections into this network. HBS Internet takes responsibility for Network Availability within our network, however we cannot be held liable for upstream problems outside that of our network and our direct control. On this basis, our guarantee is 99.7% Network Availability (as defined above but subject to paragraph 2.3 and excluding local loop outages and maintenance) in a 30 day period.

2.2 Network SLA Credits. In the event that the agreed level of Network Availability is not reached, HBS Internet shall pay you the following compensation.

- A one (1) day credit where Network Availability is between 99.5% and less than 100% during any calendar month. A one day credit is defined as (1/30) of the monthly Recurring Service Charge.

- A seven (7) day credit where Network Availability is between 99% and less than 99.5% during any calendar month. A seven day credit is defined as (7/30) of the monthly Recurring Service Charge.

- A twelve(12) day credit where Network Availability is between 97.5% and less than 99% during any calendar month. A twelve day credit is defined as (12/30) of the monthly Recurring Service Charge.

- If Network Availability is less than 97.5% during any calendar month, a payment equal to one month of the Recurring Service Charge shall apply and you may terminate the Agreement giving 60 days notice.

2.3 Network SLA Exclusions and Limitations. The following are excluded from the calculation of Network Availability:

- During Scheduled Downtime (as defined in paragraph 6).

- Interruptions or Service failure caused by connectivity services provided to you by a third party.

- Interruptions or failure of individual Service caused by you, your employees, customers using your Service. These include inaccurate configuration, third party software, abuse or over utilisation of resources, hacked servers, attacks, exploits, or failures in Your Equipment.

3 Power SLA

3.1 Power Guarantee. Two socket outlets are provided per rack. One socket is supplied by an uninterruptible power supply (UPS) system. The other socket, serving as back-up, is supplied by a separate but identical UPS system. Input power for the two UPS systems is provided by the commercial power supply system, which is backed up by stand-by generator(s). Therefore, the power is only considered unavailable when power on both power plugs is unavailable. On this basis, our guarantee is 100% Power Availability (as defined above and subject to paragraph 3.3 below) in a 30 day period.

3.2 Power SLA Credits. In the event that the agreed level of power availability is not reached, HBS Internet shall pay you the following compensation.

- A one (1) day credit where Power Availability is between 99.5% and less than 100% during any calendar month. A one day credit is defined as (1/30) of the monthly Recurring Service Charge.

- A seven (7) day credit where Power Availability is between 99% and less than 99.5% during any calendar month. A seven day credit is defined as (7/30) of the monthly Recurring Service Charge.

- A twelve (12) day credit where Power Availability is between 97.5% and less than 99% during any calendar month. A twelve day credit is defined as (12/30) of the monthly Recurring Service Charge.

- If Power Availability is less than 97.5% during any calendar month a payment equal to one month of the monthly Recurring Service Charge shall apply and you may terminate the Agreement giving 60 days notice.

3.3 Power SLA Exclusions and Limitations. The following are excluded from the calculation of Power Availability:

- During Scheduled Downtime (as defined in paragraph 6).

- Downtime that has resulted from only one power socket being available on the device.

4 Environment SLA

4.1 Environment Guarantee. Climate control systems maintain the temperature and humidity in the HBS Internet datacentre, its suites, cages and cabinet spaces. In each climate controlled area,

subject to paragraph 4.3, HBS Internet guarantee to keep the temperature and humidity within ranges as specified below.

- The temperature measured at the return air intake of the CRAC unit is on average maintained within the range 18oC to 26oC.

- The relative humidity measured at the return air intake of the CRAC unit is on average maintained within the range 40% to 60%.

4.2 Environment SLA Credits. In the event that the agreed levels of environment control are not reached, HBS Internet shall pay you the following compensation.

- A one (1) day credit. A one day credit is defined as (1/30) of the monthly Recurring Service Charge.

4.3 Environment SLA Exclusions and Limitations

- The climate inside individual cabinets is excluded from this guarantee.



INTELLIGENT IT SOLUTIONS

Master Services Agreement. Data Centre – Terms and Conditions

5 Remote Hands and Outage Response SLA

5.1 Support Guarantee. HBS Internet will provide a Remote Hands Support service, ensuring that a qualified engineer will be in the HBS Internet data centre ready to work on Your Equipment within the agreed response time. Also, in the event that a fault is detected by HBS Internet's building management systems, HBS Internet shall use its best endeavours to repair and restore the affected services within the following response framework;

<i>Critical Outage – any failure of infrastructure services which cause loss of service to you's racks or areas such that your services are no longer available or deliverable.</i>	<i>IMMEDIATE response from the time of event being notified by you or detected by HBS Internet systems.</i>	<i>Within 1 hour</i>
<i>Non Critical Outage – any failure of non critical services i.e. loss of access systems, failure of N+1 technology, access control failure.</i>	<i>IMMEDIATE response from the time of event being notified by you or detected by HBS Internet systems.</i>	<i>Within 4 hours</i>
<i>Remote Hands Support – Email or phone request for Remote Hands Support is received, logged in HBS Internet's help desk system.</i>	<i>IMMEDIATE from the time of the request being notified by customer and logged in HBS Internet's help desk systems, a suitably qualified engineer will visit Your Equipment and verify and carry out actions as defined by you. Such actions may include lamp status checking, power recycling, insertion/removal of cords/cables/plugs and button pushing.</i>	<i>Within 4 hours</i>