



# Colocation Service Terms & Conditions

Revision: #1  
Last Modified: 12/04/2016

# Schedule 2 – Colocation Service Terms & Conditions

## 1. Preamble

- 1.1. These Colocation Service Terms & Conditions provide the agreed conditions of the Customer utilising the Colocation Service. These Colocation Service Terms & Conditions apply solely to the Colocation Service and are governed by the CORETX Protect Ltd MSA. Upon an SOF being agreed between the Parties, these Colocation Service Terms & Conditions shall be incorporated into the Agreement.

## 2. Definitions

- 2.1. In these Service Terms & Conditions the following terms and phrases shall have the following meanings:

<b>“Agreement”</b>	means the agreed terms and conditions of business between the Customer and CORETX Protect Ltd as set out in the MSA, CORETX Protect Ltd Addendum (if applicable), Partner Agreement (if applicable), the SOF, the applicable Service Terms & Conditions for the Service that is provided and defined under the SOF (for example “Colocation Service Terms & Conditions”) and all Schedules and Annexes contained therein.
<b>“Best Industry Practice”</b>	means in relation to any undertakings or circumstances, the exercise of all the skill, care and performance that would be expected in those circumstances from a person skilled, trained and experienced in that undertaking.
<b>“CORETX Protect Ltd”</b>	means CORETX Protect Ltd whose registered address is Rutland House 44 Masons Hill, Bromley, Greater London BR2 9JG, with Registered Number 05237920.
<b>“Colocation”</b>	means the act of situating multiple related items, with multiple owners, in a single location.
<b>“Colocation AUP”</b>	means the Acceptable Usage Policy for the Colocation Service as defined in Annex B of these Colocation Service Terms & Conditions.
<b>“Connection Notice”</b>	means the formal notice of a Service being ready for Customer use and the beginning of the Service Commencement Date.
<b>“Customer”</b>	means the business, partner or person as defined in the SOF.
<b>“Customer Equipment”</b>	means any equipment used in conjunction with the Service as provided by the Customer.
<b>“ETF”</b>	means Early Termination Fees which are billed to the Customer for the premature termination of Services prior to the end of the Initial Term or any Subsequent Term as further detailed in Clause 7.6 of the MSA.
<b>“Excess Usage”</b>	means any usage of Services that exceeds the agreed amount stated within the SOF.
<b>“Excused Outage”</b>	means a period of time during the Service Term where CORETX Protect Ltd is not liable to provide Service Credits in lieu of the Customer’s inability receive access to or gain use of the Service.
<b>“Fees”</b>	means any amount billed to the Customer for the provision of a Service, Support Service or Excess Usage.
<b>“Force Majeure Event”</b>	means any cause beyond a Party’s reasonable control affecting the performance of its obligations hereunder, including but not limited to fire, flood, explosion, accident, act of terrorism, war or warlike operations, strike, embargo, acts of any governmental authority (including refusal or revocation of any licence or consent), Act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, inability to secure materials and industrial disputes (excluding

	disputes involving the employees of either Party).
<b>“Handover Document”</b>	means the document provided to the Customer upon handover of the active Service to the Customer.
<b>“Initial Term”</b>	means the minimum contracted period of a Service, as defined within the SOF as measured from the Service Commencement Date.
<b>“Master AUP”</b>	means the Master Acceptable Usage Policy as defined within Schedule 3 of the MSA
<b>“MSA”</b>	means the CORETX Protect Ltd Master Service Agreement.
<b>“Office Hours”</b>	means Monday – Friday during the hours of 9am – 5:30pm
<b>“Parties”</b>	means CORETX Protect Ltd and the Customer.
<b>“Service”</b>	means the provision of a product or communication/data Services as described in the Service Details section of the SOF.
<b>“Service Charge”</b>	means the recurring charge to be paid by the Customer to CORETX Protect Ltd for the period defined in the Payment Profile of the SOF for the agreed Services.
<b>“Service Commencement Date”</b>	means the date from when the beginning of the Initial Term is measured, as defined under Term and Termination in the MSA.
<b>“Service Credit”</b>	means a credit applied to the Customer’s account in respect of an event of an unexcused failure by CORETX Protect Ltd to achieve the SLA’s, as defined in Annex A of the applicable Service Terms & Conditions.
<b>“Service Equipment”</b>	means any equipment provided to the Customer for the purpose of delivering a Service to the Customer.
<b>“Service Outage”</b>	means a period of time in which an active Service, provided by CORETX Protect Ltd to the Customer, is unavailable in such a manner as defined in the applicable Service Terms & Conditions.
<b>“Service Term”</b>	means the Initial Term and any active Subsequent Term in which CORETX Protect Ltd provides a Service to the Customer.
<b>“Service Terms &amp; Conditions”</b>	means the terms and conditions that form part of this Agreement that apply solely to the uptake of the applicable Service as defined by the SOF.
<b>“SLA”</b>	means Service Level Agreement as defined within Annex A of the applicable Service Terms & Conditions.
<b>“SOF”</b>	means the CORETX Protect Ltd Service Order Form.
<b>“Subsequent Term”</b>	means the extension of the Service Term by a period as defined in the SOF which  shall commence in conjunction with the conclusion of the Initial Term or any other Subsequent Term.
<b>“Support Portal”</b>	means the CORETX Protect Ltd online web portal that is found at cortex.com.
<b>“Support Services”</b>	means Services that are provide by CORETX Protect Ltd or its representatives in support to a Service that is being delivered.
<b>“Termination Notice Period”</b>	means the minimum period of time that CORETX Protect Ltd or the Customer must provide to the other Party prior to the end of the Initial Term or any active Subsequent Term in order to conclude the Services at the end of the Service Term, as defined in the applicable Service Terms & Conditions.

### 3. Service Fees

- 3.1. In the event that CORETX Protect Ltd's supplier of the Colocation space is required to increase the cost of Service during the Service Term, the Customer shall be responsible for any such increase upon receiving 30 days prior written notification from CORETX Protect Ltd. In such event, CORETX Protect Ltd shall only pass to the Customer the proportionate increase as provided by the Colocation space supplier. For the avoidance of doubt, this may occur from time to time during the Service Term.
- 3.2. Any Excess Usage shall be charged at the Fees stated in Annex C unless stated otherwise in the SOF. All Excess Usage Fees shall be invoiced in arrears on 30 days terms.
- 3.3. IP transit is measured in 1Mbps increments. Should the Customer exceed the increment by 1 decimal position the Customer shall be charged for the next whole increment of usage. An example of this is 1.1Mbps shall be charged at 2Mbps. If a dispute is raised against an Excess Usage charge, CORETX Protect Ltd shall provide all relative data to the Customer as to how the Excess Usage charge was established. Such data shall be deemed to be correct unless agreed otherwise by CORETX Protect Ltd or proven to the contrary by an agreed independent third party with suitable industry knowledge.
- 3.4. All Support Services shall be charged at the Fees stated in Annex C, unless stated otherwise in the SOF.
- 3.5. All charges for shipping and storage shall be payable by the Customer.

### 4. Service Suspension

- 4.1. Pursuant of Clauses 9.1 and 9.2 the Customer shall have 7 days to comply with any reasonable request provided by CORETX Protect Ltd in writing to the Customer. Failure to adhere to this Clause 4.1 shall result in a suspension of Service.
- 4.2. The Customer shall strictly adhere to both the Master AUP and the Colocation AUP. Failure to adhere to this Clause 4.2 shall result in a suspension of Service.

### 5. Maintenance

- 5.1. If the Customer detects any defect or impairment in the operation or performance of the Colocation Service delivery it shall notify CORETX Protect Ltd of the nature of such defect or impairment. CORETX Protect Ltd shall respond in accordance to the SLA after such notification and shall make the necessary corrections to the Service or Service Equipment in accordance with the SLA.
- 5.2. If CORETX Protect Ltd detects any defect or impairment in the operation or performance of the Customer Equipment, it shall notify the Customer of the nature of such defect or impairment. The Customer shall follow CORETX Protect Ltd's reasonable instructions to amend the defect or impairment.
- 5.3. CORETX Protect Ltd will be entitled to charge the Customer and the Customer will pay a Fee at CORETX Protect Ltd's then current reasonable charging rates to the extent that the need for any maintenance results from any one or more of the following:
  - a) Misuse or neglect of or accidental or wilful damage to the Service Equipment or facility where such misuse, neglect or damage occurs as a result of Customer action in inaction; or
  - b) Failure by the Customer to comply with any of the provisions of this Agreement;

PROVIDED THAT, in the case of any event referred to in Clause 5.3, CORETX Protect Ltd shall have given the Customer reasonable written notice of its intention to charge such Fee.

- 5.4. If a Customer prevents or delays the performance of maintenance due to the Customer's action or inaction, CORETX Protect Ltd shall have the right to charge to the Customer all reasonable costs incurred by such delay or prevention.
- 5.5. CORETX Protect Ltd may suspend the Service from time to time for necessary technical reasons and (including without limitation, Service Equipment upgrades or Service degradation mitigation) without invalidating its SLA provided that 3 days' notice via the CORETX Protect Ltd's NOC is provided and the period of suspension does not exceed more than 1 hour.

- 5.6. CORETX Protect Ltd may suspend the Service from time to time for necessary technical reasons and (including without limitation, Service Equipment upgrades or Service degradation mitigation) without invalidating its SLA provided that 5 days' notice via the CORETX Protect Ltd's NOC is provided and the period of suspension, although potentially greater than 1 hour, does not become unreasonable.
- 5.7. CORETX Protect Ltd may suspend the Service with immediate effect and without prior notification in the unlikely event of an emergency. Any emergency maintenance shall only be performed if CORETX Protect Ltd, acting in good faith and using Best Industry Practise, establishes an immediate danger to any of the following:
  - a) the Customer or its employees, any CORETX Protect Ltd employee or any third party; or
  - b) Customer Equipment or Service Equipment; or
  - c) the Colocation space or the facility (inclusive of any related facility equipment); or
  - d) a Force Majeure Event

## 6. Service Outages and Excused Outages

- 6.1. In the event that CORETX Protect Ltd is required to suspend a Service for the reasons described under Clause 4, such period shall be deemed as an Excused Outage.
- 6.2. In the event that CORETX Protect Ltd is required to suspend a Service for the reasons described under Clauses 5.5, 5.6 or 5.7, such period shall be deemed as an Excused Outage under the proviso that CORETX Protect Ltd shall endeavour to use all reasonable opportunities to mitigate any downtime that the Customer may experience.
- 6.3. Should the Customer suffer a failure of the Service delivery which is attributable in part or solely due to the actions or inactions of the Customer, the period shall be deemed as an Excused Outage.

## 7. Termination of Services

- 7.1. The Termination Notice Period for any Colocation Service is no less than 90 days prior to the end of the Initial Term or any Subsequent Term.
- 7.2. Should either Party wish to terminate a Colocation Service it must provide written notification of its intent to the other Party. Such notification must be provided in accordance with Clause 7.1.
- 7.3. Upon termination of a Colocation Service, the Customer shall ensure that the Colocation Space is completely vacated and returned to CORETX Protect Ltd in the physical and aesthetic condition that the Colocation space was originally provided to the Customer prior to the commencement of the Colocation Service. The Customer shall be solely responsible for all remedial work required to return the Colocation space to its original state, and to this respect, the Customer indemnifies CORETX Protect Ltd against any such costs incurred as a result of the Customer, its employees or representatives. In such circumstance, CORETX Protect Ltd shall provide a quotation and invoice to the customer for all reasonable direct costs incurred and the Customer shall make immediate payment on the outstanding amount.
- 7.4. Within 5 days following the effective termination date of a Colocation Service, the Customer shall remove all of the Customer's Equipment from the Colocation space. If the Customer fails to remove the Customer's Equipment within 5 days, CORETX Protect Ltd may, at the Customer's sole cost and expense, disconnect, remove and store or dispose of the Customer's Equipment without prior notice to the Customer.
- 7.5. Subject to Clause 7.2, upon notice of termination of the Colocation Service, CORETX Protect Ltd shall issue to the Customer a final invoice for all outstanding amounts. The Customer shall make payment of the invoice prior to gaining access to remove the Customer Equipment.

## 8. Relocation of Services

- 8.1. CORETX Protect Ltd reserves the right upon prior written notice, to relocate the Customer's Colocation Service and all relevant Customer Equipment and Service Equipment provided that CORETX Protect Ltd shall not arbitrarily or discriminatorily perform such changes.
- 8.2. In the event that CORETX Protect Ltd relocates the Customer's Colocation Service pursuant of

Clause 8.1, subject to a duly authorised officer of CORETX Protect Ltd preapproving such expenditure, CORETX Protect Ltd shall at its own expense pay reasonably incurred costs for the act of relocating the Service. For the avoidance of doubt, the Customer shall continue to pay the Fees as set in the agreed SOF relating to the Service.

- 8.3. Should CORETX Protect Ltd relocate the Customer's Service pursuant of Clause 8.1, CORETX Protect Ltd shall ensure that the relocation site is comparable to the previous location provided and shall work with the Customer to minimise any disruption to the Customer Service.

## 9. Miscellaneous

- 9.1. The Customer warrants that it shall ensure that any Customer Equipment connected to the Service Equipment or the CORETX Protect Ltd network shall comply with all relevant legislation, standards and licence requirements and shall be in good working order and suitable for the purposes for which it will be used in relation to CORETX Protect Ltd Services. CORETX Protect Ltd reserves the right to disconnect any Customer Equipment which is not compliant with any legal or regulatory requirements or is liable to cause death or personal injury or to cause damage to or to impair the Service Equipment. The Customer shall indemnify, defend and hold CORETX Protect Ltd harmless from any liability incurred as a result of its failure to comply with this Clause 9.1.

- 9.2. The Customer warrants and undertakes that it:

- a) shall house the Service Equipment and Customer Equipment in the Colocation space in accordance with CORETX Protect Ltd's reasonable instructions, as may be given from time to time;
- b) shall not move, modify, relocate or in any way interfere with the Service Equipment;
- c) shall not cause the Service Equipment to be repaired, serviced or otherwise attended to except by an authorised representative of CORETX Protect Ltd;
- d) shall not remove, tamper with or obliterate any words or labels on the Service Equipment;
- e) shall not create or allow any charges, liens, pledges or other encumbrances whatsoever to be placed on the Service Equipment. Title to the Service Equipment shall at all times belong and remain with CORETX Protect Ltd or the relevant CORETX Protect Ltd affiliate;
- f) shall not use the Service Equipment except in accordance with such reasonable written instructions as CORETX Protect Ltd may from time to time give;
- g) shall not dispose of the Service Equipment other than in accordance with CORETX Protect Ltd's written instructions or authorisation
- h) shall not use Service Equipment beyond the capacity that it has been provided under the SOF.

- 9.3. The Customer shall ensure that it provides all relevant contact details requested under the Customer information form.

- 9.4. CORETX Protect Ltd shall provide to the Customer a Service Specification form with further detailed information relating to the Service specified in the SOF.

- 9.5. The Customer shall grant or shall procure the grant to CORETX Protect Ltd of all licences, waivers or consents necessary to permit CORETX Protect Ltd to install or setup the Customer's Colocation Service which may require access to Customer Equipment.

- 9.6. The Customer shall provide to CORETX Protect Ltd all reasonable information required for CORETX Protect Ltd to perform its obligations under this Agreement. The Customer shall ensure that any information that is given to CORETX Protect Ltd is accurate in all material respects.

## 10. IP Addresses

- 10.1. CORETX Protect Ltd may assign to the Customer IP addresses as part of the provision of Services. Such IP addresses shall (upon CORETX Protect Ltd request and to the extent permitted by law) revert to CORETX Protect Ltd after termination of the Customer's Service, whereupon the Customer shall cease using such addresses. At any time after such termination, CORETX Protect Ltd may re-assign such addresses to another user or Customer.

- 10.2. All IP addresses requested by the Customer shall be accompanied with a Ripe IP justification form as provided by CORETX Protect Ltd from time to time.
- 10.3. In the event that the Customer wishes to use their own PI space, the Customer shall advise the CORETX Protect Ltd in writing and CORETX Protect Ltd shall route accordingly. If the Customer utilises its own PI space, it shall retain ownership of the PI space until such point where it is surrendered by the Customer.
- 10.4. Should the Customer require an advance routing facility, CORETX Protect Ltd reserves the right to charge for such facility and advise the customer accordingly.

# Annex A – Colocation SLA

## 1. Overview

- 1.1. This Service applicable SLA provides details of CORETX Protect Ltd's response times and Service Credits in relation to Service outages.

## 2. Responses Times

- 2.1. CORETX Protect Ltd shall use all reasonable endeavours to respond to Customer tickets raised via the CORETX Protect Ltd Portal within the SLA set out below:

Service	Priority	Problem	Response* Time (Office Hours)	Response Time (Outside Office Hours)
Colocation	1	Loss of power to rack, emergency access	30 minutes	2 hours
	2	Unable to physically access rack - problem with key or combination lock	1 hour	2 hours
	3	Site access, site specific questions	24 hours	N/A

\* A response shall be deemed as an appropriate person with the relevant skills and tools to evaluate the problem and commence the process of taking remedial action.

- 2.2. In the event that a Customer raises a ticket erroneously CORETX Protect Ltd reserves the right to charge the Customer in accordance to remote hand charges.

## 3. Service Outages

- 3.1. Where reasonably practicable, CORETX Protect Ltd shall endeavour to place a notification of a Service Outage on the CORETX Protect Ltd NOC website within 30 minutes of a Service Outage occurring.
- 3.2. In the event of a Service Outage, CORETX Protect Ltd shall use all reasonable endeavours to resume Service with the minimum delay.
- 3.3. In the event of a Service Outage, subject to Clause 6 of these Colocation Services Terms & Conditions or the terms and conditions of the MSA, the Customer shall be entitled to Service Credits should CORETX Protect Ltd fail to adhere to the applicable SLA, as outlined within Clauses 4.

## 4. Power SLA for CORETX PROTECT LTD Owed Facilities

- 4.1. CORETX Protect Ltd provides a 99.95% SLA in relation to power distribution to the data floor. Should CORETX Protect Ltd fail to adhere to the SLA, CORETX Protect Ltd shall provide to the Customer a Service Credit equal to 1% of the Service Charge for the Colocation Service for each whole hour below the SLA, up to a maximum of 25% of the Service Charge per month.

## 5. Climate SLA for CORETX PROTECT LTD Owned Facilities

- 5.1. CORETX Protect Ltd provides a 99.95% SLA in relation to CORETX Protect Ltd maintaining an ambient temperature of the data floor at an average temperature of 23°C. The temperature may fluctuate by +/- 3°C. This temperature range is only applicable where the outside temperature is no higher than 35°C and no lower than -1°C. For the avoidance of doubt, if at the time the maximum outside temperature exceeds 35°C or the minimum outside temperature is lower than -1°C, CORETX Protect Ltd will not be liable to give Service Credits in relation to the climate



control of the data floor. The temperature is measured on the basis of the data floor average temperature in any 24 hour period.

- 5.2. Should CORETX Protect Ltd fail to adhere to the Climate SLA stated under Clause 5.1, CORETX Protect Ltd shall provide to the Customer a Service Credit equal to 1% of the Service Charge for the Colocation Service for each whole hour below the SLA, up to a maximum of 25% of the Service Charge per month.

## **6. Third Party Facility SLA's**

- 6.1. CORETX Protect Ltd provides like for like third party SLA's. In the event of a Service Outage at a third party facility, CORETX Protect Ltd shall pass the equivalent SLA Service Credit provided by the third party to the Customer. Further details in relation to the specific SLA of the Colocation facility can be provided upon request.

# Annex B – Colocation AUP

## 1. Hazardous Material

- 1.1. The Customer shall ensure that the Colocation space, any space directly adjacent to the Colocation space and any shared space within the facility, car park or loading bays is kept tidy and free from any of the Customer's boxes, cardboard or other disposables. Unless specifically advised to the contrary, CORETX Protect Ltd does not provide onsite facilities for the disposal of packaging and other waste.
- 1.2. The Customer shall under no circumstance perform any of the following whilst on a data centre data floor:
  - a) Use photographic devices unless specifically permitted by a CORETX Protect Ltd member of staff;
  - b) Take food, drink or any liquids on to the data floor;
  - c) Leave any unattended items that are not securely stored within the Customer's Colocation space.
  - d) Store cardboard or any flammable materials on the data floor or in the Customer's Colocation space.

## 2. Site Policies

- 2.1. The Customer shall, at all times, adhere to site policies as advised by CORETX Protect Ltd to the Customer from time to time.

## 3. Deliveries

- 3.1. No deliveries shall be accepted at a Colocation facility without the Customer creating a ticket via CORETX Protect Ltd's Support Site advising CORETX Protect Ltd of its intent to have a package delivered to the Colocation facility. The agreed deliveries may be stored for a reasonable time and the Customer shall be liable for any storage charges as defined in Annex C.

## 4. Excessive Use of Services & Service Equipment

- 4.1. The Customer shall use Services and Service Equipment within the parameters that the Service or Service Equipment has been provided under the relevant SOF. Should the Customer exceed the parameters of the Service or Service Equipment, as defined in the relevant SOF, the excessive use may have detrimental effects on the Service Equipment, the Service, the facility, or other Customers using the Service. CORETX Protect Ltd may, acting in good faith, advise the Customer to amend their excessive use of the Service or Service Equipment and the Customer shall strictly adhere to the request within a reasonable period of time.

# Annex C - Colocation Support Services & Excess Usage Pricing

Unless stated to the contrary in the SOF for the Service, Annex C provides the pricing model for Support Services and Excess Usage in relation to the Colocation Service.

Support Services are subject to availability and confirmation by CORETX Protect Ltd.

## 1.1 Support Service & Excess Usage

Support Services	Period	Fee
Excess Power (per amp)	Per month	£150
Remote hands*	Per hour	£150
On site storage	Per day	£25
Cable run	Per annum	Subject to quotation by CORETX Protect Ltd

\*Charges for remote hands at BIS (Greenwich) are greater than displayed and are therefore subject to quotation by CORETX Protect Ltd.

# Annex D – Colocation Service Support Form

## 1. Site Policies

1.1. Site policies may be provided to the Customer by CORETX Protect Ltd and updated from time to time.

## 2. Support Portal

2.1. The Customer is provided with a login to CORETX Protect Ltd Support Portal found at cortex.com. The login details are provided in the 'Connection Notice' document which is issued with the 'Handover Document' during the installation process.

2.2. The Support Portal allows the Customer to place support requests directly online and determine the severity category based on the SLA provided in Annex A.

2.3. The Customer will be provided with an automatically generated ticket number which will allow the Customer to track the support ticket through to its resolution. In accordance with the problem priority defined within Annex A, if the Customer deems the support request to be of a priority 1 or 2 category, the Customer must follow up the support ticket with an immediate call to the NOC quoting the provided ticket number.

## 3. Escalation of technical support

3.1. In the event that the Customer does not receive a response within the allotted as defined in Annex A, the Customer may escalate a ticket that is in the process of being dealt with by our technical support team. The Customer must follow the escalation procedure, as defined in the CORETX Protect Ltd Handover Document.

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