

# Andrews & Arnold Ltd

Schedule: Colocation

Version 1.0

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## 1. Applicability

1. This schedule applies to our colocation services.

## 2. IP addresses

- 2.1. You do not own any IP addresses which we allocate to you. Any IP addresses we allocate to you remain our property.

*For the avoidance of doubt, this does not apply to your own PI space.*

- 2.2. We reserve the right to change (including reduce) any IP address assignment. We shall use reasonable efforts to give you reasonable advance notice of such a change.
- 2.3. We may register you as the owner of the IP address range in RIPE, or other relevant IP management authority.
- 2.4. You must comply with any terms imposed by Internet registries, including RIPE for IP addresses.

## 3. Equipment relocation

- 3.1. We may from time to time inspect the colocation facility and carry out maintenance anywhere in it, which includes changes necessitated by technical developments.
- 3.2. We are entitled to require relocation of any equipment which you collocate with us on (except in the case of emergency) not less than thirty (30) days' notice to you.

You are responsible for the costs of any relocation.

## 4. Charges and lien

- 4.1. You grant, and warrant that you have the right and power to grant, us a lien over all equipment you collocate with us, to secure all sums due, owing or incurred to us under this agreement. This lien shall continue and we shall be entitled:
  - 4.1.1. to retain possession of all such equipment (and you shall not be entitled to remove the equipment) until we have received all such sums in cleared funds; and
  - 4.1.2. if any sums remain unpaid for a period of three months, to disconnect, remove and sell the equipment (with no obligation to remove or wipe any storage devices), and account to you for the proceeds of sale less any sums owing to us and a sum equivalent to our costs related to this disposal and sale.

## 5. Your obligations

- 5.1. You must:
  - 5.1.1. comply with any obligations (such as handbooks, operations manuals, or site safety codes) applicable to the colocation facility;
  - 5.1.2. store securely any access credentials to the colocation facility, and you must notify us

immediately upon becoming aware of any loss or compromise of such access credentials;

- 5.1.3. ensure that all equipment you colocate with us is in good working order and suitable for the purposes for which it is used and conforms to all applicable law;
- 5.1.4. ensure that the power draw of your equipment does not exceed the power draw agreed with you;
- 5.1.5. keep and maintain any part of the colocation facility allocated to you in good repair and condition;
- 5.1.6. maintain at your own cost with a reputable insurance company such insurance cover against all risks which would normally be insured against by a prudent business (including insurance in relation to colocated equipment; any loss or damage caused to our property (or property leased to us) or to our employees, agents or subcontractors by your negligence or default, or that of your employees or agents; or caused by any malfunctioning of the colocated equipment, and any related loss or business interruption) and must upon reasonable request provide us with evidence that such insurance has been effected and is and will be maintained;
- 5.1.7. comply at all times, and ensure any of your visitors to the colocation facility comply at all times, with all applicable law, including any legislation relating

to electrical safety and testing of electrical items including PA testing;

- 5.1.8. make good any disrepair for which you are liable, or any unauthorised alterations, within 14 days of the date of notice from us (or sooner if we reasonably require it). If you fail to comply with any such notice, we may carry out the work and invoice you the costs of the work, and you shall pay those costs; and
  - 5.1.9. pay directly the relevant carriers or suppliers of all fees and charges payable in relation to the ordering and/or installation and/or rental and use of communications circuits from public telecommunications carriers or suppliers and in relation to the provision of maintenance and support services.
- 5.2. You must not:
- 5.2.1. carry out any installation of, or modification, alteration or addition to, any equipment which would result in increases to the floor loading or environmental conditions of the equipment above the levels specified by the colocation facility's permitted levels;
  - 5.2.2. use the colocation facility for anything other than the hosting of equipment and for uses related to that;
  - 5.2.3. interfere with any equipment or infrastructure in the colocation facility other than your own;

5.2.4. make any structural alteration or addition in, on, or to, the colocation facility;

5.2.5. make any alterations or additions to or which affect the provision of power, heating, air-conditioning, ventilation, humidity control, communications, lighting or fire suppression or security systems or any other facilities or amenities at the colocation facility; or

5.2.6. make any non-structural alteration or addition whatsoever in on or to the colocation facility nor undertake any works to or under the raised floor of the colocation facility without our prior written consent and then only by appointing (at your cost) a contractor approved by us (such approval not to be unreasonably withheld).

5.3. You must provide us with:

5.3.1. a twenty-four (24) hour contact telephone number (operational and manned twenty four hours per day, seven days per week) for use by us in contacting you. Any notice given to you via such telephone number shall be deemed appropriate notice to you of any event affecting the colocation services;

5.3.2. the names and email addresses of all persons who are authorised to issue instructions to us, and where any of those persons cease to be so authorised, notify us immediately; and

5.3.3. the names and email addresses of your accounts, or accounts payable, staff.

## **6. Service access, suspension**

6.1. We may suspend some or all of the colocation services, including removing network or internet connectivity and revoking your access to any colocation facility, without notice, if your usage exceeds any agreed power or bandwidth figures.

## **7. Effect of termination**

7.1. On or before termination or expiration of this agreement or the colocation service, at a time to be agreed with us, you must, at your own cost, remove your equipment from the colocation facility, subject to any lien which we may have over the equipment pursuant to clause 4 of this schedule.

7.2. The following clauses of this schedule shall survive termination or expiration of this schedule: 4, and 7.

## **8. Usage**

8.1. You may grant rights to use parts of the colocation services or facilities to third parties, provided that they will use the services or equipment in line with your obligations under these terms (other than in respect of payment).

8.2. You are responsible for those third parties, and you are liable to us for any breach of these terms by those third parties.

8.3. You remain liable to us for the observance and performance of its obligations under this schedule and you must take all reasonable and lawful steps and proceedings to remedy any breach of the obligations of your customers or third parties.