



## **Co-location Specific Terms and Conditions**

Rev 1.3 01/09/10

These Specific Terms and Conditions are to be read in conjunction with our General Terms and Conditions of Supply. All definitions contained within these Specific Terms and Conditions have the same meaning as those set out in the General Terms and Conditions of Supply.

### **1. THE SERVICES**

1.1 The Co-location Service to which these Specific Terms and Conditions relate to and provide you with a rack space, within ISL's secure suite at ISL's data centre Milton Keynes or London and hosted on a high-speed connection to ISL's core network.

### **2. CUSTOMER OBLIGATIONS**

2.1 The Equipment shall be at the Customer's risk at all times and the Customer shall be responsible for insuring the Equipment and any Additional Equipment against all risks. The Customer shall also effect and maintain insurance for public liability, material damage and business interruption cover from the Commencement Date until such date as is necessary to ensure that insurance is provided for all of the Customer's liabilities arising under this Agreement and which would usually be covered under such policies irrespective of when any claim in relation to any such liability is made. Such insurance shall be maintained with a reputable insurer and will include a waiver of subrogation in favour of ISL and ISL's data Centre Milton Keynes and the Customer shall produce on demand for inspection by ISL adequate proof of such insurance.

2.2 The Customer shall provide all necessary access to Equipment, information, facilities and authorisations necessary to enable ISL to fulfil its obligations under the agreement where appropriate and shall provide such cooperation as ISL may reasonably require in connection with the Services.

2.3 The Customer shall provide ISL with all user manuals, software and access codes and other documentation necessary for ISL to provide the Services.

2.4 The Customer shall not be permitted to connect any of the Equipment to, or disconnect any of it from the System in ISL's data suite without, in each and every case, the prior written consent of ISL.

2.5 The Customer, its employees, sub-contractors and agents shall not examine or interfere with the System or any other equipment in ISL's data suite.



2.6 The Customer will procure that in so far as a User or Third Party has access to or use of the Co-location Services, such User or Third Party will comply with all the terms and obligations under this Agreement, save for the obligations in relation to payment, as if such User Third Party was a party to this Agreement.

2.7 The Customer shall not do any act or thing which shall be a breach of any lease, licence or agreement, legislation (including but not limited to all relevant Health and Safety regulations), regulation or order or otherwise affecting the use of ISL's data suite or provision of the Services and/or use of the Equipment and shall procure that all individuals at ISL's data suite on its authority or at its invitation abide by all rules and regulations notified to them by ISL from time to time.

2.8 The Customer shall not be permitted to make any alteration or modification to ISL's data suite, or any of the Racks, storage facilities, fixtures and fittings or any other facilities provided.

2.9 The Customer shall keep that part of ISL's data suite at which the Equipment is located from time to time, clean and tidy and free from rubbish and other debris and refrain from obstructing any doors or access to that space at all times.

2.10 The Customer undertakes that it will ensure that any Third Party has no rights in ISL's data suite or against ISL.

2.11 The Customer warrants and represents to ISL as follows:

2.11.1 that it will act with all due care and skill when inside ISL's data suite, working on the Equipment or otherwise performing its obligations under this Agreement;

2.11.2 that any Equipment installed at ISL's data suite shall at all times fully conform with the manufacturer's specifications of the Equipment, the relevant standard or approval at that particular time and all other regulations that apply to it from time to time, including without limitation, those concerning safety and electro magnetic compatibility;

2.11.3 that the provision of any Services in the proper discharge of ISL's obligations under this Agreement will not infringe any patents, trade marks, design rights (whether register-able or otherwise), copyright, database rights, know-how and other similar rights or obligations (whether register-able or not) of any third party in any country;

### **3. CUSTOMER RIGHTS**

3.1 ISL shall permit the Customer upon reasonable notice:



3.1.1 to be granted access to ISL's data suite between 09:00 hrs and 17:00 hrs on a Business Day for the purpose of inspecting the Equipment and facilities provided; and

3.1.2 to be granted access to ISL's data suite 24 hours a day 7 days a week, for the purpose of carrying out any necessary maintenance and/or repair to the Equipment not covered by the ISL service. In cases where emergency maintenance and/or repair work is necessary the Customer shall give ISL as much notice as is possible under the circumstances (and the Customer acknowledges and accepts that immediate access may not be possible).

3.1.3 Subject to clauses 3.1.1 and 3.1.2 Shared rack hosting customers are allowed access to the Co-location facility only under the supervision of an ISL engineer at all times, strictly by appointment.

3.1.4 During business hours (9am to 5pm Monday - Friday) an ISL engineer can be on site to provide access to equipment (Shared rack hosting customers must be accompanied by an ISL engineer). Attendance outside working hours will necessitate a charge for engineer visits, the extent of the charge will depend on the support package you have purchased. The support packages available are outlined at <http://www.isl.com>.

3.1.5 Subject to clauses 3.1.1 and 3.1.2 Dedicated rack hosting customers will have their own key to ISL's data suite and therefore will have unescorted access to ISL's data suite at all times, subject to the visit being booked through ISL's online access control system or using paper form. On entering your username and password, an access code is generated that corresponds to each authorised user scheduled to attend site. Managing authorised personnel for site visits is therefore the sole responsibility of the Customer and great care should be taken with the username and password used by the access control system. Only authorised personnel who present a valid access code on arrival will be granted access to ISL's data suite. The access code will expire if the Customer does not arrive on the pre-arranged day.

3.1.6 Maintenance within the cabinet is limited to the replacement of hot swappable parts and the replacement of parts that are designed for in-situ access with the equipment powered down. Extensive work that requires equipment to be dismantled should be done away from the cabinet in the designated repair area.

3.1.7 While ISL tries to ensure that authorised personnel behave responsibly on site, ISL cannot be held responsible for damage or service interruption caused by authorised personnel working in shared equipment cabinets.



3.1.8 An ISL engineer's time will start when the Customer reports via "ISL's Customer Call Handling System" and finish when all work, including production of Customer requested reports, is completed and closed down on the "ISL Customer Call handling System" and finish when all work, including production of Customer requested reports, is completed and closed down on the "ISL Customer Call Handling System". Unused support time expires at the end of each month and cannot be carried forward. First Line Support will be provided in any instance where ISL's attention to the Equipment is required, and shall comprise solely of engineers following precise Customer instructions. The responsibilities for the outcome of those actions lie with the Customer (unless the engineer acts maliciously).

3.2 ISL reserve the right to refuse any person entry to ISL's data suite if:

3.2.1 he or she cannot demonstrate that he/she is appropriately authorised; or

3.2.2 ISL reasonably considers it inappropriate to allow the individual entry to ISL's data suite for any reason (whether or not they are appropriately authorised); or

3.2.3 any individual wishing to acquire access refuses to be searched and for any items (including data storage devices) to be properly checked.

3.3 A person will only be "appropriately authorised" if ISL has had reasonable prior written notice from the Customer stating that the person concerned is to be permitted access to the Equipment on its behalf together with the status of such person(s). Individuals authorised to access your equipment are identified by a list held by ISL drawn up at the point of sale. The Customer acknowledges that it is their duty to notify ISL of authorised personnel, in good time and is required to notify us of any change to the list of authorised personnel in writing.

3.4 Any individual may be asked for additional identification on arrival at the facility.

#### **4. CONDITIONS OF USE**

Installation of new equipment is subject to the following conditions:

4.1 That if the equipment, is out of the manufacturers warranty period, has undergone an electrical safety test within the past 12 months.

4.2 Equipment must conform to the appropriate specifications for the Co-location product:

4.2.1 dedicated Co-location customers should note that the total power rating that can be delivered to a cabinet is 10AMP. The total power

consumption of equipment under start-up conditions in a fully populated cabinet should not exceed this value.

4.2.2 shared Co-location customers should note that the maximum power rating available at each power receptacle in a Shared cabinet is 1 amp. Equipment connected to each receptacle should not draw more than this amount under start-up conditions.

4.2.3 Equipment supplied must be suitable for installation in a 19 inch wide, 1 metre deep cabinet. Equipment designed for installation in 600mm or 800mm cabinets needs to be accompanied by an appropriate mounting kit.

4.2.4 The total weight limit of a fully populated cabinet is 1200KG. The total weight of installed equipment should not exceed this value.

4.2.5 the client should supply an appropriate 19-inch rack-mount kit suitable for fitting in a 1000mm Cooper B-line cabinet, details of which will be made available on request. Cage nuts, network cabling and power cords, are provided by Zen. Equipment will not be accepted for installation unless it is appropriately mounted in the cabinet.

4.3 If you wish to send equipment for installation as part of an existing solution, then 48 hours notice must be provided to ISL in advance of delivery. Deliveries must be sent to ISL's offices at **Verulam House, 110 Luton Road, Harpenden, AL5 3BL** and will only be accepted during normal working hours on a business day.

4.4 When collecting equipment from ISL, designated personnel from your company will be asked for identification that will be photocopied for auditing purposes. Equipment will only be released to designated personnel from your organisation.

4.5 Instructions to install, remove and relocate equipment can only be taken from authorised personnel in your organisation. This includes instructions to delegate responsibility to a third party such as a parcel courier. Individuals authorised to request changes to your equipment are identified by a list held by ISL and drawn up at the point of sale. You are required to notify us of any change to the list of authorised personnel in writing.

4.6 ISL is not responsible for items that are lost/damaged in transit to and from our facilities.

4.7 New equipment to be added to an existing solution must conform to power consumption limits and size constraints as set out in the original order.

4.8 Any equipment that arrives at ISL for installation must be clearly labelled for installation, to include labelling of power receptacles and network ports. You are



advised to check your device network configuration prior to shipment to ensure it will operate correctly using the network set-up details provided by ISL.

4.9 Network Interface Cards, and network ports present on customer equipment that are to be connected to ISL's network, must conform to the following basic standards to ensure proper operation:

- (i) 10/100Mbps Fast Ethernet - supporting auto negotiation and manual speed selection
- (ii) Full duplex operation
- (iii) Presented as an RJ45 connector

## **5. EXTENT OF ENGINEER SUPPORT**

5.1 ISL Engineers are available to assist in troubleshooting problems with your hosted equipment. Troubleshooting support extends to: (for an extra charge)

- 5.1.1 reading diagnostic lights and indicators
- 5.1.2 reporting on error conditions and events at the direction of the client, from the system console
- 5.1.3 removing/replacing/reseating hot swappable components
- 5.1.4 reseating external connectors
- 5.1.5 rebooting equipment
- 5.1.6 remove/replace rack mounted hardware

5.2 Engineer support does not cover:

- 5.2.1 removing/replacing/reseating equipment that is not considered to be hot swappable: including but not limited to: memory components, CPUs.
- 5.2.2 modifying operating software or application settings: For example patching, modifying registry settings etc.

## **6. ISL'S OBLIGATIONS**

6.1 Without prejudice to the rights of ISL pursuant to clause 5.1 below, ISL agrees that it shall use all reasonable endeavours to consult with the Customer prior to any relocation and to minimise any disruption caused to the operation of the Equipment.



## **7. ISL'S RIGHTS**

7.1 ISL shall be entitled upon not less than 3 months written notice from time to time to the Customer to move the Equipment to a different location within ISL's data suite or to a different Co-location facility nominated in writing to the Customer by ISL. The costs and expenses incurred by ISL in moving and installing the Equipment shall be borne by ISL.

7.2 The Customer shall permit ISL (and ensure that ISL obtains) unrestricted access to the Equipment at all times to ascertain whether the Customer's obligations under this Agreement have been duly observed and performed.

7.3 Where ISL is in breach of this Agreement and such breach can be remedied by re-performance within a reasonable time, such re-performance shall be the Customer's sole remedy in respect of such breach.