

Co-Location

Service Schedule

The following terms and conditions are additional to those in the prevailing General Terms and Conditions (“GTC”) (either stand alone or contained in a Wholesale Services Agreement signed between the parties) and shall apply where, pursuant to a Customer Order, the Customer orders Co-location and other services (for the purposes of this Service Schedule, the “Service”). For the purposes of this Service Schedule: (a) “Co-location Site” shall mean the site identified in the Customer Order at which the Customer wishes to make use of the Service; (b) “Rack” shall mean the rack (as specified in the Customer Order) provided by Viatel to the Customer as part of the Service; (c) “Rack Space” shall mean the area (as specified in the Customer Order) provided by Viatel to the Customer as part of the Service where the Rack(s) will be located; (d) the term “Network” shall mean the Co-location Site network from time to time between the Viatel facing port of the Viatel Access Layer Switches and the Viatel internet backbone, to the extent owned and operated by Viatel provided however that “Network” shall not include any Tail Circuits or local access circuits or any equipment outside of Viatel’s control; (e) the term “User” or “End User” means all persons or entities using or having access to the Service through the Customer or the Customer’s network; and (f) “Viatel Physical Access Policy” shall mean Viatel’s policy for physical access to the Co-location Sites from time to time as the same, in current format, is set out in Appendix A.

1. Licence

- 1.1. The Customer shall initiate a request for Services at a Co-location Site by submitting a Customer Order to Viatel. The Customer will, subject to the payment of the Charges set out in the Customer Order, be granted a non-exclusive Licence for the use of the Service within a specified Co-location Site for an Initial Service Term (the “Licence”). During the Service Term, the Customer shall be entitled to use the Rack(s) within the Co-location Site in accordance with the specification set out in the Customer Order for the purposes of placement of servers, data storage equipment, security and/or firewall intrusion equipment, network and internet access equipment. Such equipment may be interconnected to the communications services offered by Viatel or, with the prior approval of Viatel in writing, cross-connected to the facilities of other communications carriers (subject to agreement of such other carriers) subject to the agreement of any Charges in relation to such cross connection. For the avoidance of doubt, cross connection charges are not included within the Charges set out in the Customer Order and shall be payable in addition to the Charges. Viatel shall not be required to install, monitor or maintain any of the Customer’s equipment unless otherwise expressly set out in a Customer Order
- 1.2. The Customer acknowledges and agrees that the Co-location Sites are technical facilities and that accordingly no business operations are to be run from the Co-location Sites. As a result, neither this Service Schedule nor any associated agreement shall qualify as a commercial lease (or similar arrangement) and the Customer shall not obtain any real property interest in the Co-location Site. The Customer further acknowledges and agrees that the Licence granted by Viatel is for the sole benefit of the Customer and that the Service shall be used by the Customer solely in the provision of services to its End Users

2. Co-Location Licence Terms

- 2.1 Viatel shall perform or shall procure the performance of such general janitorial services, heating, ventilation and cooling (HVAC) system maintenance, environmental systems maintenance, power plant maintenance; and other actions as are reasonably required to maintain the Co-location Site in good condition and suitable for the purposes contemplated by Section 1 and to the Service Levels set out in this Service Schedule
- 2.2 Except as expressly stated herein or in the Customer Order, the Co-location Site shall be delivered and accepted “as is” by the Customer, and the Customer acknowledges that no representation has been made by Viatel as to the fitness of the Co-location Site for the Customer’s intended purpose.
- 2.3 In addition to any Customer undertakings set out in the General Terms and Conditions, the Customer warrants and undertakes that with respect to the use of a Co-location Service, it shall, and its End Users shall:
 - (a) comply with all such requirements as Viatel may notify to the Customer from time to time including, where applicable, compliance with the terms and conditions of Viatel’s underlying lease that the Co-location Site may be subject to.

- (b) comply with the Viatel Physical Access Policy set out in Annex A, which may be amended from time-to-time and any other specific site procedures, including, but not limited to the access, egress and health and safety procedures.
- (c) Where higher standards are not otherwise defined by Viatel, comply with the requirements of good industry practice and industry standards in respect of the Co-location Site, electrical power usage, cable management, cable installation and all other operations the Customer conducts within the Co-location Site.
- (d) in all circumstances, maintain the Co-location Site in an orderly and safe condition, including the removal of all rubbish, debris and unused equipment or packaging, and shall return the Co-location Site to Viatel at the conclusion of the Service Term in the same condition (reasonable wear and tear excepted) as on the Service Commencement Date.
- (e) be responsible for obtaining and maintaining, at its sole expense, all necessary licences and permits required to enter the Co-location Site and install, operate and maintain its equipment on the Co-location Site.
- (f) only install equipment which meets applicable laws, regulations and standards but no less than generally accepted industry standards; installation and/or use of antenna devices in the Co-location Site is expressly prohibited. The Customer shall not interfere with Viatel's use, the Viatel Group of companies' use or Viatel's customers' use (or a customer of another member of the Viatel Group of companies) of the Co-location Site.
- (g) keep the Co-location Site free from all liens which arise in any way from or as a result of its activities and cause any such liens which may arise to be discharged or released.

3. Cure, Suspension and Termination Rights pertaining to the Co-location Site

- 3.1 Where Viatel reasonably finds, and/or is made aware that the Customer has not complied with Section 2.3(c) above then notwithstanding any other rights Viatel may have under this Agreement, Viatel reserves the right to clean and clear the Colocation site on behalf of the Customer and the Customer shall reimburse Viatel with all costs incurred in so doing plus 15% administration fee.
- 3.2 Subject to Section 3.3 below, and notwithstanding any other rights Viatel may have under this Agreement, Viatel shall have the right to terminate or suspend (including by means of disconnection and/or the removal of the Customer's equipment) the Customer's use of the Co-location Site forthwith upon notice to the Customer in the event that: (i) the Customer makes any material alterations to the Co-location Site without first obtaining the written consent of Viatel; (ii) the Customer allows personnel or contractors to enter the Co-location Site who have not been approved in writing by Viatel in advance; or (iii) the Customer breaches the terms of the Licence and Licence Terms granted to it by Viatel as set out in Section 1 and 2 above and/or any other reasonable rules, regulations, access requirements or security measures imposed by Viatel from time to time in relation to the Co-location Site (including those set out within the Viatel Physical Access Policy, clearing rubbish left by the Customer or its subcontractors and / or any specific site procedures); or (iv) Viatel reasonably believes the Customer's use of the Co-location Site and/or its equipment located within the same adversely affects, or will adversely affect, the Co-location Site, the Network, systems or equipment of Viatel, a Viatel Group Company or those of Viatel's other customers (or those of a Viatel Group Company); or (v) the Customer has reached or exceeded the Maximum Power overuse in accordance with Section 6. The Customer shall reimburse Viatel with all Viatel's costs incurred in so doing plus 15% administration.
- 3.3 With respect to Section 3.1, 3.2 (i), (ii), (iii) and (v), provided that the offending event does not interfere with, and/or has no potential to interfere with, Viatel, its Group companies, other Viatel customers (or those of a member of the Viatel Group of companies) use of the Co-location Site, Viatel shall provide the Customer with ten (10) Business Days' written notice of the offending event prior to terminating or suspending the Customer's rights to use the Co-location Site. Any such suspension shall be without prejudice to Viatel's right to terminate for the same event.

4. Change in Location or Configuration

- 4.1 Viatel reserves the right at its own expense to make modifications or changes to the location or configuration of the Co-location Site, and/or to make changes to the location of the Customer's Rack(s) notwithstanding that the Customer may have been provided with a caged area at any time, provided, however that Viatel shall not arbitrarily or discriminatorily require such changes. Viatel and the Customer shall work in good faith to minimise any disruption in the Customer's services that may be caused by such changes in location or configuration of the Co-location Site. The Customer shall take all necessary action to ensure that the Service can be reinstated and that the equipment is in a condition where it can be safely powered up and down and disconnected. Viatel shall give the Customer as much notice as is reasonably practicable and shall use reasonable endeavours to minimise the disruption to the Customer's use of such Site.

5. Insurance

- 5.1 Throughout the Service Term, the Customer shall procure and maintain and shall require its contractors to obtain the following minimum insurance coverage (a copy of the certificates or other proof of policy to be provided to Viatel upon its request):
- (a) public liability insurance in an amount not less than £1,000,000 per occurrence for personal injury and property damage; and
 - (b) all risk property insurance covering all of the Customer's property and equipment located in the Co-location Site.

6. Power

- 6.1 Viatel shall provide the Service configuration as accepted by Viatel on the Customer Order relevant to the Co-location Site. Where the Customer Order does not specify the Service configuration then the following shall be configured:

TABLE 6.1

Power	AC 230V
Power circuit	Single 16A circuit
Power protection	Single UPS and single diesel generator back up

Power is provided per breaker plug set ("Plugset") consisting of one MCB and one plug on the A feed and, if required, one MCB and one plug on the B feed. Customer shall not exceed 80% of the maximum continuous load from one MCB on the A or the B feed. The total sum of the combined continuous load on the A and the B feed shall not exceed the 80% of the maximum continuous load from one of the MCBs on either the A or the B feed.

- 6.1.1 In case of a breach of Clause 6.1, and in addition to any other remedies available, Viatel shall be entitled at its sole discretion to install additional Plugsets and charge the Customer with all the costs for the installation and the material of additional Plugsets, and for the increased power usage.
- 6.2 The Customer shall, at all times, comply with the contracted power requirements (as defined in the Customer Order) for the specific Co-location Site as specified in the Customer Order.
- 6.3 The Customer shall be obliged to calculate the power to be drawn before installation of the Customer Equipment and shall not add new Customer Equipment to the Rack throughout the Service Term if such additional Customer Equipment shall cause the Customer to exceed the Contracted Power. Viatel shall have no liability to the Customer in the event of any breach by the Customer of this Section 6.3.

- 6.4 Where Viatel reasonably believes the Customer exceeds the Contracted Power drawn across all circuits and/ or the Customer Equipment has created an area in the Co-location Site where the ambient temperature exceeds the engineering cooling design per Rack (irrespective of KWH) the Customer shall:
- (a) within 2 Business Days of Viatel's request, (i) remove Equipment from the Rack(s) to reduce the power drawn, and/or (ii) order additional Rack(s) under a new Customer Order to distribute the Equipment and power drawn; and
 - (b) within thirty (30) days pay for all power over-use charges.
- 6.5 Where the Customer is exceeding the Contracted Power draw at any time during the Service Term, Viatel may, subject always to the terms of paragraph 6.4 above, elect to amend the power Charges to a per KWH basis such Charges to apply from the month following any notice to the Customer. Any action taken by Viatel under this clause 6.5 shall not by itself constitute a contractual commitment between Viatel and the Customer for the Customer to continue with such over usage of power. In such a case and at its sole discretion Viatel may require the Customer to sign an amendment that reflects the additional KW and related Charges.
- 6.6 Viatel reserves the right to install power monitoring equipment within the Rack by providing no less than four (4) weeks notice to the Customer and, on installation, periodically measure the power draw in kilowatt hours ("KWH") of power used and provided the Customer is not exceeding their Contracted Power draw, then the Charges will be amended in accordance with the GTC.

7. Remote Hands Assistance

- 7.1 Viatel can provide the Customer with "Remote Hands" services (as further defined below). The charges for such support will be specified on the Customer Order (to the extent that none is specified, no remote hands assistance is included within the Agreement). "Remote Hands" for these purposes, shall be defined as Viatel-provided routine maintenance and standard problem resolution all to be provided under the specific verbal or written direction of the Customer. Remote Hands shall only include local equipment checking, system resets, local connectivity testing and power recycles. The provision of any Remote Hands services is subject to agreement by Viatel that the nature of the requested services is suitable to be dealt with by way of Remote Hands. To the extent that it is not suitable, the services may, at the option of the Customer, fall to be dealt with by way of technical assistance, through logging a Service Fault with Viatel in accordance with Section 11.
- 7.2 Viatel will provide the Remote Hands services (if any) in accordance with the reasonable instructions of the Customer. For the avoidance of doubt, in providing the Remote Hands services, Viatel is acting as the remote hands of the Customer only and not as a provider of engineering or other specialist services. The Customer specifically acknowledges that Viatel personnel or appointed contractor carrying out the Remote Hands services may have no technical knowledge of, or have received no training in relation to, the specific equipment of the Customer and Viatel does not warrant that it has any technical capability whatsoever in relation to such equipment.
- 7.3 Viatel defines response time as the time it takes to have a local engineer available at the Rack and response times shall be set out on the Customer Order. All responses are timed from receipt of the Customer's request. Viatel will maintain a log of all Remote Hands activities.
- 7.4 Viatel may decline a Remote Hands requests covering (i) software or hardware configuration changes to the equipment in the Rack; (ii) initial installation of the cabling or power sockets for the Rack Equipment; (iii) opening up any equipment cases to determine any hardware faults; (iv) tape back-up handling and (v) deliveries that do not comply with the access procedure for that Co-location Site.
- 7.5 Charges for Remote Hands assistance shall be calculated and invoiced monthly in arrears on the Customer invoice in accordance with the Agreement whether or not the Customer has provided Viatel with a purchase order number or other reference pertaining to Remote Hands Service. The Customer is obliged to pay for any Remote Hands Service requested by the Customer and conducted by Viatel. The Customer may not reject an invoice in whole or in part on the on the basis of a missing purchase order number or other reference.

8. Charges and increased charges

- 8.1. Notwithstanding anything else in this Agreement, the Customer acknowledges and agrees that Viatel may amend the Charges for the Service (including but not limited to power, space and escorted access and Remote Hands) at a Co-location Site at any time during the Service Term in line with any change in cost incurred by Viatel and/or for any additional power drawn by the Customer over and above the Contracted Power. Viatel shall make reasonable endeavours to inform the Customer in writing stating its intention to increase any Charges and the effective date of such an amendment to Charges.
- 8.2. Starting at least 6 months after Acceptance, Viatel has the right to increase the MRR from 1st January of each calendar year, by the higher of (i) 3 (three) % or (ii) the percentage increase from the preceding 12 (twelve) months in the published official national consumer price index (all regions, all products and all households), and if this index ceases to be published, any other retail price index published in substitution.

9. Post Termination Activities

- 9.1 Following the termination of any Customer Order or at the end of any Service Term, the Customer shall be responsible for arranging removal of its equipment within the Co-location Site at the Customer's expense. The Customer shall remove all equipment from the Co-location Site within 10 Business Days of termination of the Customer Order. The Customer shall continue to pay the Charges applicable for each full or partial month that the Customer's equipment remains in the Co-location Site. Viatel shall have the right to remove the Customer's equipment and secure it in a safe location. In the event that the Customer fails to remove its equipment in accordance with this Section 9, Viatel shall have the right to charge the Customer for further storage or removal of the equipment plus a fifteen percent (15%) administration fee. For the avoidance of doubt, equipment not removed by the Customer within ninety (90) days of termination of the relevant Customer Order shall be removed.

10. Service Levels

10.1 Power

The Power configuration is identified on the Customer Order as either redundant or non-redundant. Where the power configuration is not indicated on the Customer Order then the non-redundant service level (Section 10.1(b) below) shall apply to the Service whether or not the actual power solution is redundant.

(a) Redundant Power configuration (Dual UPS) AC Power Service Level Availability ("Dual UPS AC SLA")

Where the average power supply in any one calendar month for AC and DC power falls below 100% availability, a service credit may be available to the Customer in accordance with table 10.1 below:

Table 10.1:

Total aggregated power supply unavailability (in minutes) per calendar month per Service	Service Credit: percentage of monthly Charge for the affected Rack (calculated on a pro rata basis for the Racks that are directly affected by the power failure)
Less than and including 30	0
Over 30 up to and including 60	2.5%
Over 60 up to and including 90	5%
Over 90 up to and including 120	10%
Over 120	15%

(b) Non-Redundant Power configuration (Single UPS) AC Power Service Level Availability ("Single UPS AC SLA")

Where the average AC power supply in any one calendar month falls below 100% availability, a service credit may be available to the Customer in accordance with Table 10.2.

TABLE 10.2:

Total aggregated power supply unavailability in calendar month (in minutes) per Service	Service Credit (percentage of monthly recurring Charge for the affected Rack (calculated on a pro rata basis for the Racks that are directly affected by the power failure))
Less than and including 200	0%
Over 200 up to and including 250	2.5%
Over 250 up to and including 300	5%
Over 300 up to and including 350	10%
Over 350	15%

11. Service Reporting

- 11.1. The Customer shall immediately notify Viatel of any suspected power, failure (having made all responsible enquiry to verify that the underlying Fault is the responsibility of Viatel under this Agreement) and provide Viatel with sufficient information and assistance (as required by Viatel) to enable Viatel to restore the Service.
- 11.2. As a minimum the Customer shall provide the following information in its Notice to Viatel:
- (i) the name, telephone number, and e-mail address of the person reporting the outage;
 - (ii) the Customer contact name, telephone number, and e-mail address (if different from above);
 - (iii) the physical location of the fault (if known);
 - (iv) details (i.e. reference number/address) of each Site(s) affected by the fault; and
 - (v) any other information available to the Customer that may be relevant to the identification of the fault and which may assist in locating the fault and restoring Service.
- 11.3. Viatel's target is to respond to the Customer within 30 minutes of receipt of the Notice. Viatel shall contact the Customer designated technical point of contact. It shall be the Customer's responsibility to provide Viatel with accurate and up-to-date contact information for such point of contact, including a valid telephone number, pager number, and/or e-mail address.

Appendix A

VIATEL PHYSICAL ACCESS POLICY

This access policy contains all the information you need to maximise the benefits of Viatel's co-location Sites to you. Our aim is to provide you with optimum levels of service and security while providing you with easy access to your equipment at all relevant times. As you will see, Viatel's security and access procedures are easy to setup and follow – allowing you to enter our Co-location Sites with a minimum of inconvenience at any time.

The rules and processes set out in this policy document are Viatel's standard rules and processes: your contract may contain different rules and processes so it is important that you familiarise yourself with both documents.

Failure to comply with this Physical Access Policy may result in Viatel invoking the terms of the Service Schedule and additional cost to the Customer.

1. Security Access Form

The first step to setting up physical access to our Co-location Sites is to complete the Security Access Form which will be provided to you upon request. This form will be emailed to the initial primary contact within your organisation. This person is designated as the "**Primary Contact**" for start-up purposes but can be changed at any time.

The Primary Contact is responsible for completing the Security Access Form which advises us of the names of those further individuals whom you wish to have access to your equipment within our Co-location Sites. The Security Access Form also sets out the access levels for each individual to whom you have permitted access.

There are two levels of contact you can set up – Primary Contact and Standard Contact. The main difference between the two levels is that the Primary Contact can add and remove names from the access list for your organisation using the Security Access Form. Standard contacts are used primarily for organising access for themselves or third-parties into your co-location area.

There is no limit to the number of authorised personnel– although for security purposes, we would recommend that you limit this to no more than five. For each contact, we require the following information:

- Name
- Company
- Email Address
- Contact Telephone Number(s)
- Contact Level (Primary or Standard)
- Security Phrase

We ask that you remember to keep your Primary and Standard Contact lists up to date. Obviously, should you wish to have someone removed from the contact list, you should notify us as soon as possible. It is your responsibility to make sure your contact list is up to date at all times.

2. Arranging Access

Once you have completed and returned your Security Access Form, all listed contacts are free to request access for themselves or third-parties into your co-located equipment.

Access is granted through completing the Co-location Request Form and emailing our Access Desk using noc@viate.com. This is a 24/7 monitored service.

The Viatel Access Desk can be contacted on 24/7 on +353 1 2569210 for direct communication. The Access Desk should be contacted every time you arrive at and leave from one of Colocation Sites. Access to any of our Co-location Sites will not be granted without an email request in accordance with the process set out in this policy.

3. Access for Third Parties

Access for third parties to access your equipment is requested in the same manner as above. Viatel require that any third-party individual(s) working on-site are representatives of your organisation and should act accordingly.

4. Access Authorisation Confirmation

Once an access request has been authorised, you will receive confirmation by email of that authorisation together with our ticket reference. This reference number will be used as part of the on-site verification process. When the requested individual(s) arrive on site for access, they must have both the ticket reference allocated by our Access Desk and personal photographic identification such as a passport or driving licence. A temporary access card will then be issued

for that day only. If access is granted, the visitor will only be allowed access to the data suite which contains their equipment

5. Access Schedule

The Viatel Access Desk will endeavour to meet your requests for access at the times you require. For emergency maintenance, the Access Desk will endeavour to grant immediate access to your equipment. Non-emergency work i.e. any work that you wish to carry out on your equipment which is not business critical should be arranged with at least 24 hour notice.

6. Requesting Remote Hands assistance

In addition to requesting physical access to your equipment, the Viatel Access Desk can also be contacted to arrange for Remote Hands on your equipment by one of our on-site engineers for various tasks such as power cycles.

Remote Hands is granted through completing the Co-location Request Form and emailing our Access Desk using noc@viateel.com. This is a 24/7 monitored service

Such assistance will be chargeable and rates are available upon request.

7. Deliveries

All requests for equipment to be delivered to one of our Co-location Sites should be made by emailing our Access Desk on noc@viateel.com. At least 24 hours' notice in writing should be given. All deliveries must be clearly marked with your company name and shown c/o Viatel at the address of the Co-location Site at which the equipment is being installed.

Please note we are unable to accept deliveries that are either unscheduled or incorrectly addressed.

In addition, due to limited storage space, deliveries will be held on site for a maximum of 14 days at which point it will be shipped back to you at your cost.

8. Co-location Site Rules and Regulations

All visitors to a Co-location Site must comply with the following obligations:

- To sign-in / sign-out of the Co-location Site.
- To read & agree to the terms & conditions for access in the Co-location Site. These terms & conditions are provided on the sign-in sheet (located at reception).
- To ensure, when exiting the Co-location Sites, that all doors are shut and lights switched off;
- To leave the Co-location Sites immediately upon hearing the fire alarm;
- To report any observed abnormal conditions to Viatel;
- Not to remove any signage or other documentation of Viatel or its customers from the Co-location Sites;
- To immediately remove any and all cardboard, refuse or packaging from the Co-location Site to a designated area as advised by the Viatel or local representative. Customers will be charged an hourly (part thereof) or fixed rate to remove cardboard, refuse or packaging which is left in the Co-location racks or any unauthorised area of the Data Centre after the visitors have exited the building.
- Not to create or cause to be created works that create smoke, steam or dust without first obtaining the written consent of Viatel;
- Not to interfere or permit the interference with or remove any firefighting, fire alarm, fire extinguishing or fire detection apparatus or systems;
- Not to obstruct or permit the obstruction of fire exits or the means of working of any fire equipment;
- Not to interfere or permit the interference with or the removal of any building system controls or settings;
- Not to act in such a way as might invalidate the fire certificate for the Co-location Sites;
- Not to interfere with, alter or dismantle, take or permit any action to be taken (other than as may have been expressly agreed with Viatel) which might affect the operation of the electrical system, power supply, cooling supply at the Co-location Sites;
- Not to install, impose nor permit to be installed or imposed on any part of the floors, walls, ceilings any load or weight greater than that for which the same was constructed or designed;
- Not to keep nor permit to be kept any material or liquid (or other substance which could have an adverse

environmental impact) of a dangerous, corrosive, combustible, explosive, radioactive, volatile or offensive nature which might damage the Co-location Sites or any part thereof.

- Not to bring onto the Co-location Sites any propane, other gas heater or other heating appliance or anything which uses gas or other explosive materials as its fuel for operation;
- To use all equipment, services and Co-location Sites in accordance with their instructions, operating guidelines and/or any reasonable instructions issued by Viatel from time to time in relation to the same;
- Not by any act or default to cause or permit to be caused the Services, power supply or electrical supply or other utilities provided to the Co-location Sites, or part or parts or the whole of a system for the same serving or within the Co-location Sites to be overloaded or subjected to use in excess of that for which the same were contracted, designed or which may restrict the level of supply of such services to a part or parts and/or the whole system or other parts of the Co-location Sites provided that any loading restrictions have been notified to you in writing by Viatel;
- If any visitor shall receive any notices from a competent authority relating to the Co-location Sites (whether in whole or in part), it shall forward such notices to Viatel as soon as is reasonably possible;
- Not to do anything or permit to be done anything which would remove support from or endanger any part of the Co-location Sites;

9. Electrical Standards

The Customer and its End Users shall comply with the requirements of Viatel Co-location Site regarding electrical power usage, cable management, cable installation standards in respect to the facility and Viatel electrical power management procedures and method statements on cable management and cable installation procedures as follows and ensure that (without limitation):

- The maximum heat output of the equipment does not exceed the maximum draw/output;
- Responsibility of customer to plug into A and B feed;
- Any equipment, tools and test equipment brought on to site conforms to current European Community safety standards and is in good condition and fit for purpose;
- All equipment and cabling must be securely installed and left tidy within the Licensed Area. There must be no free-hanging cabling including any cable loops;
- There shall be no interference with, alterations to or dismantling of, removal or permit any action to be taken (other than as may have been expressly agreed with Viatel) which might affect the operation of the electrical system, power supply, cooling supply at the Co-location Sites;
- There shall not by any act or default to cause or permit to be caused the Services, power supply or electrical supply or other utilities provided to the Co-location Sites, or parts of the whole of a system serving, or within, the Co-location Sites to be overloaded or subjected to use in excess of that for which the same were designed; nor which may restrict the level of supply of such services to a part or parts and/or the whole system or other parts of the Co-location Sites provided that any loading restrictions have been notified to you in writing by Viatel;
- All equipment, services and Co-location Sites are used in accordance with their instructions, operating guidelines and/or any reasonable instructions issued by Viatel from time to time in relation to the same.
- Any Authorized Person installing any type of equipment into their collocated space within the Data Centre must provide the necessary information about the equipment and the installation prior to commencing any installation activities, if so requested by a member of Viatel's NOC.
- The visitor shall ensure that the activity and working area do not pose safety hazards to any persons or other equipment. This includes (but is not limited to) exposed electrical wiring; trip or slip hazard; hazardous materials, optical or radiation hazard;
- Viatel expects all Authorized Persons to adhere to the 80/20 rule regarding power consumption as per Clause 6 of this Service Schedule. This requires that typical power usage is not to exceed 80% of total power available per power circuit.

10. Emergency Procedures

Accidents and injuries must be reported to the Viatel Access Team as soon as practically possible.

- All Customers and visitors to all Viatel sites must carry mobile phones and contact Viatel access control when entering, leaving, and report any accidents or safety related observations as soon as possible.

- In the event of a fire alarm sounding visitors are to leave site, retire to a safe distance and call the Viatel NOC for assistance.

Break glass fire points are also positioned in the site

THE PARTIES UNDERSTAND, ACKNOWLEDGE AND AGREE THAT ONCE THE CUSTOMER ORDER HAS BEEN SIGNED BY THE CUSTOMER AND ACCEPTED BY VIATEL, THIS SERVICE SCHEDULE WITH THE RELEVANT GENERAL TERMS AND CONDITIONS WILL FORM A LEGALLY BINDING CONTRACT BETWEEN THEM.