

# Terms & Conditions

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### 2. Service Level Agreement

#### 1. Subject

This Service Level Agreement ("SLA") applies to the services set forth in Schedule 1.

The SLA guarantees eligible customers reimbursement of (part of) their monthly service fees ("Credits") in case ChunkyChips did not perform to performance metrics as defined in this SLA ("SLA metrics").

The SLA metrics are either measured on a calendar month basis ("Monthly Metric") or on an event basis ("Event Metric"). The SLA metrics will be automatically renewed each calendar year, beginning on January 1. In the event that ChunkyChips wishes to modify any of the SLA metrics, Customer will be given 30 days' notice in writing of the proposed changes. This document supersedes all previous SLA's for Equipment Housing services issued by ChunkyChips.

#### 2. Contact

ChunkyChips provides the Customer with a single point of contact at ChunkyChips Support Centre for all issues, including all technical, billing, and product inquiries. All events, in case of failure, must be logged at the ChunkyChips Support Centre by phone.

Alternative telephone number: +44 1268 288 188

Email address: support@chunkychips.net

ChunkyChips has the right to change these contact details with a 30 days notice period.

#### 3. Service Delivery

Defined Service Hours of Operation. 24 hours a day, 365 days a year, during the term of the contract.

Service Installation. The service will be considered available to customer when the following installation steps are completed:

- Inventory of customer requirements; orders are laid down in Customer Order Forms and/or Service Forms.
- Delivery time and installation activities start after formal acceptance of the Customer Order Form and/or Service Form.
- Formal acceptance of the services as described in the Service Form by the Customer; sign off the Acceptance Test Document.

The service will be available to customer on the Commencement Date provided that

- Customer has returned to ChunkyChips a completed and signed Technical Requirements Questionnaire ("TRQ"), taking into account delivery times and installation time required to be ready for service, prior to the Commencement Date. The TRQ is input to ChunkyChips during the installation and configuration of the Service. It provides the relevant technical details of customer's infrastructure.

#### Incident handling.

In case of any incident, partial or complete failure of service, ChunkyChips will notify Customer using the designated contact persons and notification directives as specified by customer.

In the event of a customer identifying an incident, he can contact ChunkyChips's ChunkyChips Support Centre, 24 hours a day, 365 days a year on the telephone numbers or email address mentioned under "Contact".

#### 4. Service Levels, Guarantees and Credits

ChunkyChips's Equipment Housing services come with industry-leading Service Levels that guarantee the quality of our services.

A one-day credit is defined as 1/30 of the related monthly recurring service fees.

A one-week credit is defined as 7/30 of the related monthly recurring service fees.

Monthly Metrics are calculated according to the following formula

$$\text{Availability} = \frac{(\text{Total Period Time} - \text{Shutdown Time}) - \text{Downtime}}{(\text{Total Period Time} - \text{Shutdown time})} * 100\%$$

Total Period Time – is the average total time in one month (30 days)

Shutdown Time – planned shutdown which is service affecting for which customer has been notified, e.g., to enable inspections or maintenance

Downtime – is the time of that the Service is unavailable due to forced outages

Response time -- is the period of time between the moment ChunkyChips's CSC has logged customer's request, which will happen at the initial contact with the customer where a Hands & Eyes Service is called for and the moment an Engineer is on-site and has contacted the customer to report he is ready to start his work.

In order to determine breach of guaranteed service levels, ChunkyChips's systems and records are leading.

#### 5. Exceptions

Customer shall not receive any credits under this SLA in connection with any non-compliance with the Equipment Housing services or a failure to meet the SLA that is caused by or associated with any of the following:

- Failure to meet the Equipment Housing service levels caused by Customer or Customer's Equipment;
- Customer equipment not connected according to agreed CEPCD (Schedule 4)
- Scheduled maintenance for which customer is provided the required minimum notice;
- Failure of any third party equipment;
- Emergency maintenance;
- Circumstances beyond ChunkyChips's control.

#### 6. Exclusive Remedy

In case ChunkyChips fails to meet the guaranteed Service Levels, the Customer acknowledges and agrees that credits set out in the SLA shall be the Customers' sole and exclusive remedy, except in cases where the Service Levels are not met and damage to the Customer Equipment has been caused as a result of gross negligence or wilful intent on the part of ChunkyChips.

#### 7. Claims Procedure

To receive credits the customer should contact ChunkyChips in writing within 30 days of the event (Event Metric) or month (Monthly Metric) in which ChunkyChips failed to meet the guaranteed Service Levels. Approved claims for credit will be credited to the Customer on his next invoice. ChunkyChips will calculate the Credits on the basis of the recurring service fees due by the Customer during the month in which ChunkyChips failed to meet the guaranteed Service Levels.

#### 8. Credit Limitations

Aggregated Credits in a given month will be limited to 50% of the monthly recurring service fees.

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Service level	Advanced Power
Description	Two socket outlets per cabinet. 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).
Guarantee	99.999 % power availability for AC or DC over the period of one calendar month. The power is only considered unavailable when power on both power plugs is unavailable.
Credits	Breach of availability gives Customer the right to a credit equalling 1 week of Equipment Housing service fees for the cabinets of floor space that is directly affected by the power failure, subject to clause 5 of Schedule 2.
Reference	Schedule 4 CEPCD
Service level	Standard Power
Description	Two socket outlets per cabinet. One socket is supplied by an uninterruptible power supply (UPS) system. The other socket, serving as a back up, is supplied by a normal (interruptible) power supply system. Input power for both systems is provided by the commercial power supply system, which is backed up by stand-by generator(s). DC power is provided by two feeds from one N+1 redundant DC system. This service level offers a SLA of 99.99% power availability.
Guarantee	99.99 % power availability for AC or DC over the period of one calendar month. The power is only considered unavailable when power on both power plugs is unavailable.
Credits	Breach of availability gives Customer the right to a credit equalling 1 week of Equipment Housing service fees for the cabinets of floor space that is directly affected by the power failure, subject to clause 5 of Schedule 2.
Reference	Schedule 4 CEPCD
Service level	Basic Power
Description	One socket outlet per cabinet, supplied by an uninterruptible power supply (UPS) system. Input power for the UPS system is provided by the commercial power supply system, which is backed up by standby generator(s).
Guarantee	99.9 % power availability for AC or DC over the period of one calendar month.
Credits	Breach of availability gives Customer the right to a credit equalling 1 week of Equipment Housing service fees for the cabinets of floor space that is directly affected by the power failure, subject to clause 5 of schedule 2.
Reference	Schedule 4 CEPCD

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Service level	Climate control for closed cabinet customer area
Description	Climate control maintains the temperature and humidity in the ChunkyChips Data Centre, its suites, cages and cabinet spaces.
Guarantee	<p>In each Climate Controlled Area, ChunkyChips guarantees to keep the temperature and humidity within ranges as specified below. The climate inside individual cabinets is excluded from this guarantee.</p> <ul style="list-style-type: none"><li>• The temperature measured at the return air intake of the CRAC unit is on average maintained within the range 18°C to 25°C.</li><li>• The relative humidity measured at the return air intake of the CRAC unit is on average maintained within the range 40% to 60%.</li></ul>
Credits	Breach of above guarantee in any calendar month entitles Customer to a credit equalling 1 week of Equipment Housing service fees for the cabinets of floor space that is directly affected by the climate failure, subject to clause 5
Service level	Climate control for an open cabinet customer area and for an open and closed mixed cabinet environment
Description	Climate control maintains the temperature and humidity in the ChunkyChips Data Centre, its suites, cages and cabinet spaces.
Guarantee	<p>In each Climate Controlled Area, ChunkyChips guarantees to keep the temperature and humidity within ranges as specified below. The climate inside individual cabinets is excluded from this guarantee.</p> <ul style="list-style-type: none"><li>• The air temperature underneath the raised floor and measured at the cold air exhaust of the CRAC unit is on average maintained within the range 14°C to 21°C.</li><li>• The relative humidity measured at the return air intake of the CRAC unit is on average maintained within the range 40% to 60%.</li></ul>
Credits	Breach of above guarantee in any calendar month entitles Customer to a credit equalling 1 week of Equipment Housing service fees for the cabinets of floor space that is directly affected by the climate failure, subject to clause 5
<p>Closed cabinet - is a cabinet with a solid (non-perforated) back and front door plus side panels. Open cabinet - is a cabinet with at least on door perforated or no doors and/or side panels at all</p>	
Service level	Hands & Eyes Rapid Response
Description	ChunkyChips ensures that a qualified engineer will be available to respond to customer requests for assistance within agreed Response Times.
Guarantee	ChunkyChips guarantees that a qualified Engineer will be in the ChunkyChips Data Centre ready to work on customer's equipment within the pre-defined Response Time. The default Response Time is 3 hours
Credits	Not meeting the pre-defined Response time entitles customer to claim a credit 25 % of Monthly Recurring Standby Charge for Hands & Eyes services, subject to clause 5.