

ANNEX 1A - COLOCATION SERVICES - SPECIFIC TERMS AND CONDITIONS

1. OVERVIEW

- 1.1. The annex applies to Colocation Services provided by Wildcard, whereby Wildcard allows the Customer to locate their network, or computing equipment such as servers, or related equipment within a Wildcard or third-party facility to benefit from high level of power, availability, and physical protection.
- 1.2. The General Terms and Conditions shall also apply which are incorporated by this reference. This annex shall be referred to as the "Related Annex". The latest version of the General Terms and Conditions and this annex can always be found at <https://www.wildcard.net.uk/terms-and-conditions/>

2. SERVICE DELIVERY AND CONFIGURATION

- 2.1. Wildcard will facilitate the provision the appropriate space to allow the Customer to locate their equipment ("Customer Equipment") within the facility as specified in the Order.
- 2.2. Wildcard will ensure the facility has adequate security cover at all times and the location where the Customer Equipment is located will be kept secure.
- 2.3. No one other than Wildcard authorised staff, agents, subcontractors or personnel authorised by the Customer shall be permitted access to the Customer Equipment.
- 2.4. Wildcard shall use reasonable endeavours to ensure that climate control within the facility is maintained, providing an ambient air temperature to the Customer Equipment of between 18 - 25 degrees centigrade and to maintain a relative humidity of between 25% and 75%.
- 2.5. Wildcard will ensure that power to the Customer Equipment is maintained within a voltage range of 230v +/- 10%. Wildcard will ensure that any backup power supply system such as Uninterruptible Power Supplies and Power Generators are maintained in working order with appropriate maintenance contracts in place.
- 2.6. If the Service has been provided on the basis of a measurable committed power allowance, the Customer agrees that in any one month, should the average power consumption of the Customer Equipment exceed this allowance a charge will be levied in arrears for the excess utilisation as per our current list price or at the rate specified in the Order. The committed power allowance maybe upgraded at any time during the Minimum Contract Term or downgraded once every six months, the changes will take effect from the following billing period.
- 2.7. Where a Fire Protection System is in place within the facility, Wildcard will ensure that the system is maintained in good working order.
- 2.8. Wildcard will provide 24/7 access to the facility for maintenance work on Customer Equipment unless otherwise specified in the Order. The access is provided on the basis that reasonable notice will be given prior to access being granted unless otherwise agreed in writing.
- 2.9. The Customer can provide details of authorised persons ("Authorised Persons") in relation to the Service. These persons will have access to the facility on behalf of the customer, and/or will have the ability to request support in relation to the Service.
- 2.10. When entering a facility the Customer or Authorised Persons will be asked for identification for security purposes in the form of a valid photo ID (drivers licence or passport), this information is used to verify the persons identify and is not recorded. The facility may utilise CCTV and record identifying information in relation to the visit to the facility. For more information on this personal data, please see the section entitled Data Protection (Clause 3) of the General Terms and Conditions.
- 2.11. Wildcard may provide a 24/7 remote hands service to the Customer in relation to the Customer Equipment, this service will allow the Customer or Authorised Persons to request for Wildcard staff to perform actions of equipment guided by the Customer. Wildcard reserve the right to charge for this service based upon the current list prices. Equipment Reboots will be provided free of charge during Office Hours. For the purpose of this clause "Equipment Reboots" shall mean basic power cycling of Customer Equipment by using an on-board power switch, or by removing and reinstating mains power to the equipment.
- 2.12. The Customer warrants and represents that the Customer Equipment shall be in a good, safe working order, and the Customer shall at all times remain liable to insure the equipment in order to adequately cover all consequential losses howsoever arising.
- 2.13. Wildcard will provide access to 24/7 emergency support in relation to the Service to the Customer unless otherwise specified in the Order. An emergency telephone number or access PIN will be provided to allow direct access to our emergency support service. Emergency support should only be used for critical issues affecting the Service. Wildcard reserve the right to charge for support outside of our reasonable control, non-critical issues or issues resulting from actions of the Customer.

3. SERVICE LEVEL AGREEMENT

- 3.1. This section sets out the service levels associated with the Service to be provided by Wildcard to the Customer and the compensation for failure to meet these service levels ("the SLA").
- 3.2. The SLA defines targets for availability of power to be provided by Wildcard to the Customer. In addition the SLA defines the methods for reporting actual performance against these targets.
- 3.3. Wildcard shall not be liable to pay compensation under the SLA where its failure to meet any of its obligations under this SLA is caused by a Force Majeure Event, by failure of the Customers equipment, or by any act or omission of the Customer, or any third party acting on behalf of the Customer
- 3.4. The maximum monthly credit available under this SLA is limited to an amount equal to the equivalent monthly charge for the Service.
- 3.5. Credits or other compensation under this SLA shall only be payable where (a) the Customer has submitted to Wildcard, a claim in writing identifying the events relating to the SLA to support@wildcard.net.uk, where the Customer believes compensation is due, and (b) where Wildcard has agreed in writing, responding without undue delay, to that claim.
- 3.6. The target for power is 100% availability of power as defined in clause 2.5 of this annex to be measured at the power distribution unit or distribution board providing power to the Customer Equipment.
- 3.7. In order to maintain the optimum performance of the power supply, Wildcard will be required to carry out routine maintenance on critical equipment. Ordinarily maintenance conducted will not cause interruption to the power supply to the Customer's Equipment however it may occasionally be necessary to do so. Wildcard will give not less than seven days notice of any maintenance which will cause disruption to the power supply to the Customer's equipment ("Planned Maintenance").
- 3.8. Wildcard shall not be obliged to pay compensation in accordance with this section where Availability falls below 100% due to Planned Maintenance.
- 3.9. Service availability is calculated in accordance with the following formula:

$$\text{Availability} = 100 - \left(\frac{\text{Duration of downtime (mins)}}{\text{Total minutes in month}} \times 100 \right)$$

- 3.10. Compensation will be provided as credits to the Customer's account. The amount of compensation provided is derived from the following table:

Availability	Service Level Credit
< 100%	6 Hours
< 99.95%	12 Hours
< 99.75%	1 Day
< 99.5%	7 Days
< 99%	One month

3.11. Notwithstanding the above Wildcard makes no warranty or representation as to continuity of supply and in particular accepts no liability for damage or loss howsoever caused by disruption in the electrical power supply.

4. SERVICE SPECIFIC DEFINITIONS

Minimum Contract Notice	One Calendar Month	This is the period of notice required to cancel the contract providing the Service.
Minimum Contract Term	1 Year or specified in the Order	Unless otherwise specified in the order paperwork the service will have a minimum term of 1 year