

Guaranteed Service Level Agreement (SLA)

1 Recitals

This document, which forms an integral part of the Data Centre Service Agreement as an annex thereto (hereinafter the "Agreement"), defines the guaranteed level (SLA) of the Data Centre service and the amount of discounts on the prices of the Data Centre service in the event that the guaranteed service level (SLA) is not complied with, including the conditions of the application of such discounts. The particular SLA is agreed by the Parties in the relevant contractual document, especially in the Agreement and/or Customer Order Form. The SLA for an individual Service is specified in the relevant contractual document, especially in the Agreement and/or Customer Order Form. If no particular SLA is specified in the contractual document, it is agreed that no SLA has been agreed for the relevant Service.

2 Guaranteed Level of Power Supply Availability

2.1 Guaranteed Level Description

The service includes two electricity power feeds to the rack. Both power feeds are fed from an uninterruptible power source (UPS), with one of the feeds always serving as a backup. Electricity power supply for both uninterruptible power sources (UPS) is secured by supplies from the power supplier's network. In addition, both uninterruptible power sources (UPS) are backed up by diesel generators. The "power supply availability" SLA parameter does not apply to the functionality and operation of housed Customer equipment or the functionality and operation of infrastructure installed by the Customer in the technological space of the rack.

2.2 Guaranteed Level

The guaranteed availability of alternating current (AC) or direct current (DC) supply per calendar quarter is defined in the technical parameters of the CE Colo Data Centres (see the relevant table – SLA parameters – in the Data Centre Service Description), unless the Parties have expressly agreed on a different "power supply availability" SLA in the relevant Customer Order Form. Power supply is only considered to be unavailable when power is fed by neither of the two power feeds (i.e. if there is a power outage in both of the power feeds at the same time). The Provider is not responsible for power supply unavailability in the event of a *force majeure* event (see Article 7 of the Agreement), if the maximum electricity power consumption limit is exceeded by the Customer, and in the event of power supply unavailability caused (even partly) by the Customer.

2.3 Discount for Failure to Comply with the Guaranteed Service Level

If the guaranteed level of power supply availability is not met in a given calendar quarter, the Customer may request from the Provider (under the conditions specified below) a pro-rata discount on the regular Data Centre service price (excluding VAT) for space corresponding to a period of three days for the rack or floor area (cage) directly affected by the unavailability of the power supply.

3 Guaranteed Service Level – Cooling in a Contained Cold Aisle

3.1 Guaranteed Level Description

The guaranteed level of cooling for the racks that have front and rear perforated doors (at least 70%) and are situated in a contained cold aisle includes the following parameters:

- Air temperature

The "cooling in a contained cold aisle" SLA parameters do not apply to the functionality and operation of housed Customer equipment or the functionality and operation of infrastructure installed by the Customer in the technological space of the rack.

3.2 Guaranteed Level

As part of the guaranteed cooling level in a contained cold aisle, the Provider guarantees to the Customer that it will comply with the above parameters as follows:

The guaranteed air temperature, measured in a contained cold aisle at a height of 1100 mm above the ground (double floor), is 22°C +/- 4°C.

The Provider is not responsible for any failure to comply with the above guaranteed parameters if:

- a *force majeure* event has occurred (see Article 7 of the Agreement);
- such failure to comply with the guaranteed level was caused (even partly) by the Customer;

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- the maximum limit of uninterrupted electricity power supply has been exceeded by the Customer;
- the layout (location) of the equipment and/or cabling has been changed by the Customer and such changes have not been submitted to the Provider for approval in advance, including, but not limited to, any changes relating to (connected with) the air flow in the rack.
- the parameters of cooling inside individual racks are excluded from any Provider guarantee;
- the conditions specified in the paragraph below have not been met.

The guaranteed cooling level in a contained cold aisle only applies to racks/cages/rooms where blanking panels are used for all unused U spaces in the rack. In the case of a higher rack density, i.e. more than 3kW/rack, a contained cold aisle must be used. The Parties acknowledge that the cooling of air and air flow in the rack is a decisive parameter that may be influenced by changes in the infrastructure and position of the Customer equipment and/or cabling in the rack. For this reason, the Parties agree that they will mutually optimise the position of the Customer equipment and/or cabling in the rack, taking into account the air flow and cooling, the location of perforated tiles and the air flow in the vicinity of the rack, and this mutual co-operation constitutes an obligation of both Parties. Sufficient cooling capacity in terms of kW is the sole responsibility of the Provider.

The above guaranteed cooling level in a contained cold aisle does not apply in the initial period during which the Customer installs its equipment in the racks. This initial period will be used for the mutual adjustment of cooling parameters in the racks. The Customer must inform the Provider in writing about having completed the installation of its equipment during the initial period. Subsequently, the Provider will inform the Customer about the moment from which the above guaranteed cooling level in a contained cold aisle is applied to the relevant Customer's service.

3.3 Discounts

If the guaranteed level of air temperature is not met and this situation lasts, without any interruption, for more than 1 hour, the Customer may request from the Provider, under the conditions specified below, a pro-rata discount on the regular Data Centre service price (excluding VAT) for space corresponding to a period of two days for the rack or floor area (cage) directly affected by the unavailability of the guaranteed level.

4 Guaranteed Service Level – Cooling Without a (Contained) Cold Aisle

4.1 Guaranteed Level Description

The guaranteed level of cooling for closed racks (with glass or metal doors) or for racks with perforated doors that are not situated in a contained cold aisle includes the following parameters:

- Air temperature

The "cooling without a (contained) cold aisle" SLA parameters do not apply to the functionality and operation of housed Customer equipment or the functionality and operation of infrastructure installed by the Customer in the technological space of the rack. Installations without a contained cold aisle are only possible in especially justified cases and upon mutual prior agreement and provided that other technical measures are used to separate cold and hot air.

4.2 Guaranteed Level

As part of the guaranteed cooling level, the Provider guarantees to the Customer that it will comply with the above parameters as follows:

The guaranteed air temperature, measured on the outflow of air from the air-conditioning units, is 22°C +/- 4°C.

The Provider is not responsible for the failure to comply with the above guaranteed parameters in the event that:

- a *force majeure* event has occurred (see Article 7 of the Agreement);
- such failure to comply with the guaranteed level was caused (even partly) by the Customer;
- the maximum limit of uninterrupted electricity power supply has been exceeded by the Customer;
- the layout (location) of the equipment and/or cabling has been changed by the Customer and such changes have not been submitted to the Provider for approval in advance, including, but not limited to, any changes relating to (connected with) the air flow in the rack;
- the parameters of cooling inside individual racks are excluded from any Provider guarantee.

4.3 Discounts

If the guaranteed level of air temperature is not met and this situation lasts, without any interruption, for more than 1 hour, the Customer may request from the Provider, under the conditions specified below, a pro-rata discount on the regular Data Centre service price (excluding VAT) for space corresponding to a period of two days for the rack or floor area (cage) directly affected by the unavailability of the guaranteed level.

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5 Limitation of Discounts Provided

If the Customer becomes entitled to multiple discounts on the grounds of a failure to comply with the SLA caused by a single event only, the discounts for the failure to comply with the SLA will not accumulate and the Customer will only be entitled to one discount – whichever is highest – for the failure to comply with the SLA; the order of the discounts (from the highest to the lowest discount) is as follows: guaranteed level of electricity power supply availability (highest) and guaranteed level of air temperature.

The Customer is entitled to a discount for the failure to comply with the SLA only for the period in which the event leading to such failure to comply with the SLA occurred. The Customer is not entitled to any discounts for the failure to comply with the SLA for the period in which the services are provided to the Customer free of charge (the SLA does not apply to the services provided free of charge).

The aggregate discount for all failures to comply with the guaranteed parameters (SLAs) specified here to which the Customer is entitled under this document in one billing period agreed for the billing of the regular prices of the service may reach, at a maximum, the pro-rata part of the regular price (excluding VAT) of the Data Centre service for space corresponding to a period of two weeks for the rack or floor area (cage) directly affected by the unavailability of the guaranteed level of the Data Centre service.

The Customer must request the discount to which it is entitled under this document from the Provider in writing no later than within 2 months from the end of the billing period agreed for the billing of the regular prices of the service in which the breach of the aforementioned guaranteed parameters of the Data Centre service occurred, otherwise the Customer's right to receive any discount on the grounds of the failure to comply with the guaranteed parameters of the Data Centre service affected from the Provider will terminate. Any discount that has been requested legitimately (or, more precisely, a discount to which the Customer is legitimately entitled) will be granted to the Customer in the form of a discount provided in the statement of the Data Centre service affected that will be issued by the Provider following the delivery of the Customer's written request for such a discount.

6 Declaration

The Provider reserves the right to unilaterally amend this document at any time in connection with any changes in the products and services or in connection with any other circumstances concerning the Data Centre and/or the provision of the Data Centre services. The Provider undertakes to inform the Customer of any amendments of this document in advance.

Customer Equipment Power Connection Diagram

