

# Linux Ltd

## Standard Service Level Agreement

The provision by Linux Ltd of rack(s) space or suite, at the Location;

1.2 The provision of a connection point to a protected single-phase 230 Volt AC power supply providing a maximum of 2,000 Watts (unless otherwise stated in Exhibit 1 or any Appendix to the Agreement) per Rack. AC power will be available to the Clients' connection point measured at the power distribution board 100% of the time ("Power Availability Target"); The provision of a UPS battery back up system and a diesel generator will protect the above supply.

1.3 Reasonable endeavours to maintain an air temperature of 25 degrees Celsius where the Equipment is located, with a minimum of 13° and maximum 29° ("Temperature Target"). This will be done using equipment designed to maintain that temperature where there is an outside ambient temperature of between 30 degrees Celsius and minus 2 degrees Celsius (saturated), and is based on a power density of 1000 watts per square metre.

1.4 The provision of a fire detection and/or suppression system.

1.5 The provision of adequate lighting within the property.

1.6 When purchased or included within the FM Fee, First Line Support for each of the Client's installed Racks. Time spent over and above the period per month stated in Exhibit 1 or any Appendix to the Agreement shall be charged at Linux's then Standard Rates and payment shall be made in accordance with clause 3. A Linux engineer's time will start when the Client reports via "Linux's Client Call Handling System" and finish when all work, including production of Client requested reports, is completed and closed down on the "Linux Client 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 Linux's attention to the Equipment is required, and shall comprise solely of engineers following precise Client instructions. The responsibilities for the outcome of those actions lie with the Client (unless the engineer acts maliciously).

1.7 Disposal of all packaging and rubbish from the common areas of the property however specialist waste shall remain the Client's responsibility.

1.8 For the avoidance of doubt all cabling and connections up to the point of entry in the property and from Linux's Optical Distribution Frame are the responsibility (including all associated charges) of the Client. All connection into the Linux System (other than as specified above) shall be performed by Linux employees.

1.9 An Annual Circuit Fee will be charged per circuit from the beginning of the second Year of this Agreement. The Annual Circuit Fee is a charge for the maintenance and rental of the Circuit and the amount of the Fee will be specified in the cabling quotation.

1.10 If Linux fails to meet the aforementioned Power Availability or Temperature Targets during any calendar month, the Client will receive a Service Credit as set out below

Power % of month power is available	Temperature % of month temperature between 13° C and 27°C	Service Credit (% reduction in monthly service fee)
<100.00 %	<99.97 %	5%
< 99.95%	<99.85 %	10%
< 99.90%	<99.70 %	15%
< 99.85%	<99.30 %	20%
< 99.80%	<98.85 %	30%

1.10.1 The Client must make a claim for any Service Credit they believe to be due by writing to Linux no later than 5 working days after the end of the month in which the Power Availability or Temperature Targets is not met. The monthly service fee is calculated by dividing the annual FM fee by 12.

1.10.2 Any Service Credit will apply to only those items of Equipment directly affected by the Outage Event. The Service Credit will be calculated by Linux, in its reasonable discretion, having regards to the overall effect of the Outage Event on the Client's Equipment

1.10.3 The Client may claim a maximum of one Service Credit for Equipment covered by this Agreement in any given calendar month. In the event of one or more breaches by Linux of either the Power Target or the Temperature Target in a given calendar month, then the single event (the "Outage Event") which carries the maximum Service Credit percentage will be used to calculate the value of the Service Credit.

1.10.4 Linux will not consider any of the following as non-availability of service ("Exclusions"): Force Majeure ; acting on advice from third parties such as emergency services; Scheduled maintenance or re-configuration to service (Linux will use its reasonable endeavours to ensure that such maintenance is carried out during off peak hours and that the Client is notified at least 2 weeks in advance); outages resulting from a failure of Client owned equipment; outages resulting from problems caused by the Client's failure to follow agreed procedures or caused by unauthorised changes to Linux 's equipment by the Client.

1.10.5 The Client will not be entitled to claim any Service Credits if, at the date of the Outage Event, the Client is in arrears of payment to Linux or otherwise in breach of the payment terms set out in Clause 3.

1.10.6 The Client is not entitled to claim any Service Credits on behalf of any Third Party or in relation to consequential interruption or failure of services provided by the Client to any Third Party.

1.10.7 Except in cases resulting in damage to the Equipment, the Client agrees and accepts that the Service Credits set out in this Clause 1.10 of the SLA are their sole and exclusive remedy for failure by Linux to meet the Power and Temperature Targets .

### IP SERVICE :

The IP Service to be provided (if any) is described in Exhibit 1 and is subject to a separate Linux IP Service Order Form.

### 2.1 DEFINITIONS

- i. "Acceptable User Policy" means Linux 's Acceptable User Policy, version 1.2 and any amendments to the same issued by Linux from time to time during this Agreement, and use of the IP Services by the Client in a way which does not restrict or inhibit any other user, whether a Client of Linux or a user of any other system or network from using or enjoying any of Linux 's services or products, in the addition the Client may not circumvent or attempt to circumvent or alter the processes or procedures which Linux adopts

- to measure time, bandwidth utilisation, or other factors relevant to Linux 's products and services;
- ii. "Committed Data Rate" means the capacity of bandwidth dedicated for the Client's use in relation to the IP Services as referred to in the Service Order Form;
  - iii. "IP Services" means an IP Multihome or IP Transit dedicated connection to the Internet according to the Committed Data Rate as specified in the Service Order Form (subject to the Acceptable User Policy);
  - iv. "IP Multihome" means an IP Service whereby the Clients content is hosted on multiple providers' networks with dual connection points to the Linux IP platform and routed using IP Addresses owned by Linux. In the event of a provider network failing, Client traffic will be distributed across the remaining connected providers. In the event of a connection point failing, Client traffic will be fail-over to the remaining connection point (The Client should ensure that both connection points are connected to the Clients Equipment);
  - v. "IP Transit" means an IP Service whereby the Clients content is hosted on a single provider's network with dual connection points to the Linux IP platform and routed using IP addresses provided by the Client. In the event of the provider network failing, Client traffic will not be distributed across the remaining connected providers. In the event of a connection point failing, Client traffic will be fail-over to the remaining connection point (The Client should ensure that both connection points are connected to the Clients Equipment);
  - vi. "RIPE" means the organisation that is responsible for the European allocation of IP addresses;
  - vii. "Set-up Charge" means the charge for connection to the IP Services referred to on the Service Order Form;
  - viii. "Monthly Service Charge" means the IP Monthly Fee set-out in Exhibit I;
  - ix. "Service Order Form" means the order form (being in either electronic or hard copy form), which the Client must complete in order to receive the IP Services;

## 2.2 TERM AND COMMENCEMENT

2.2.1 Linux will use its reasonable endeavours to connect the Client to the IP Services by the date shown on the Service Order Form. Time shall not be of the essence, and Linux shall not be held responsible for the impact of delays in obtaining registration of IP addresses from RIPE. The Client undertakes to give Linux such assistance as it may reasonably request to facilitate the connection and permit the operation of the IP Services, including the provision of information regarding the Client's equipment. This may include but is not limited to configuration requirements.

2.2.2 Title to any equipment or asset provided for the use of the Client by (or on behalf of) Linux in connection with the IP Services shall remain at all times with Linux. The Client shall not interfere with, alter or modify in any way any such item and shall at all times allow Linux unrestricted access thereto.

2.2.3 The agreement created by this Schedule and the Service Order Form shall continue in force for an initial period of 12 months (unless a longer initial IP term is stated in Exhibit 1) and thereafter be terminated by three months' written notice delivered by either party (but without prejudice to either party's rights to terminate early hereunder).

## 2.3 SERVICES

2.3.1 The choice of carriers, which Linux uses to supply the IP Services, shall be entirely within the discretion of Linux.

2.3.2 Provision of the IP Services is conditional upon the Client completing the Service Order Form and delivering

it to Linux.

2.3.3 Linux shall use all reasonable endeavours to ensure that the IP Services are provided, subject to the Exclusions and in accordance with the Service Levels.

## 2.4 USE

2.4.1 The Client undertakes to use the IP Services in accordance with the terms of this Schedule II and the Acceptable User Policy.

2.4.2 In the event of a breach of the Acceptable User Policy by the Client, Linux will at the first opportunity, notify the Client of the relevant breach and require that the Client cease and (if applicable) remedy such breach. In the event that the Client fails to cease and/or remedy the breach of the Acceptable User Policy as required by Linux and in any event, no later than a period of seven days from first notification or where there is a further breach of the Acceptable User Policy Linux reserves the right at its sole discretion to suspend some or all of the IP Services provided by Linux or to terminate this Schedule by serving written notice on the Client.

2.4.3 Assignment of IP address space is valid as long as the criteria for the original assignment are still met and only for the duration of the Agreement. Linux will have the right to reassign the address space to another user upon termination of the Agreement.

2.4.4 In the event that the Client repeatedly exceeds the Committed Data Rate, Linux shall be entitled to require the Client to upgrade its IP Services by increasing the Committed Data Rate and to bear the corresponding increase in charges.

## 2.5 CHANGE TO SERVICES

The Client may, by giving notice to Linux specifying the increase required, request an increase in respect of use of the IP Services. Linux reserves the right to decline to allow any increase and may limit the times at which it will accept such requests. In the event that Linux accepts such increase (or part thereof) it shall use its reasonable endeavours to provide the additional IP Services within one week. The charges payable by the Client will be increased in accordance with Linux 's standard charges, unless otherwise agreed in writing by the parties.

## 2.6 CHARGES AND PAYMENT

2.6.1 Monthly Service Charges are based upon the Committed Data Rate, and will be invoiced quarterly in advance on the same invoicing and payment profile as the FM Fee set-out in clause 2.8 of this Agreement.

2.6.2 A non-recurring Set-up Charge (the value of which will depend on the particular requirements of the installation) will be invoiced immediately upon the IP Services becoming available to the Client, and shall be payable within 14 days of the invoice date.

2.6.3 Any alteration to the Committed Data Rate will result in an adjustment to the Service Charges from the date on which it takes effect. This adjustment will be accounted for in the first monthly invoice to be issued subsequent to the alteration taking effect.

2.6.4 Any change to the IP Services may incur a further Set-up Charge that will be quoted at the time of the request. This charge will be invoiced immediately upon the change taking effect, and payment of this invoice will become due on the first day of the following month.

## 2.7 CLIENT OBLIGATIONS

2.7.1 The Client shall not use the IP Services for any unlawful purpose or in breach of any applicable law or any other relevant law or protocol applicable or relevant to the Internet or any part of it or to anything connected to it or to any user of it. These prohibited uses include but are not limited to:

2.7.1.1 civil infringement of and/or criminal offences relating to copyright, trade marks or any other intellectual property right in any jurisdiction; or

2.7.1.2 commission of any criminal offence (including deliberate transmission of computer viruses) under

the Computer Misuse Act 1990 or any similar legislation in any country which relates to the use or misuse of computers; or

2.7.1.3 transmission or display or posting to a service accessible to the public of any material which is unlawful or defamatory, an invasion of privacy, breach of an intellectual property right, or breach of a right of publicity in any jurisdiction with which any service accessible to the public reasonably appears to have any connection or from which it may reasonably be apprehended that a service accessible to the public is likely to be significantly accessed; or

2.7.1.4 transmission, transfer or display or posting to a service accessible to the public of any material in breach of the Data Protection Act 1998 or similar legislation in any other country or of any material which is confidential or is a trade secret or which affects the national security of the United Kingdom or any other country or which may expose Linix to any fine, levy, penalty or retribution under the laws and/or regulations and/or decrees and/or administration orders of the United Kingdom or any other country relating to the export of or dealing with military or potentially military resources; or

2.7.1.5 use of the IP Services or the Internet in any manner which is a violation or infringement of any rights of any kind or nature of any person, firm or company within the United Kingdom or elsewhere; or

2.7.1.6 unauthorised access to the network management equipment of Linix, its other Clients or other Internet providers; or

2.7.1.7 forgery of Internet addresses or other fields in IP packets by the Client; or

2.7.1.8 any mass mailing of unsolicited advertising material by the Client

2.7.2 The Client shall indemnify Linix against any and all costs, expenses (including, without limitation, legal costs) liabilities, losses, damages, claims, demands and judgments which Linix incurs or suffers as a result of any claim or action brought against Linix by a third party as a result of the Client's breach of clause 2.7.1 of this Schedule .

2.7.3 The Client must not use the IP Services or any Internet connection offered by Linix in any way that makes or in the reasonable opinion of Linix makes excessive use of network or computing resources of Linix to the detriment of Linix, its Clients or other Internet users. Linix may make or adopt codes of practice for this purpose and the Client agrees to comply with any such reasonable codes of practice as Linix may adopt from time to time.

2.7.4 In the event of termination the Client shall within 60 days of such termination becoming effective relinquish and give up all IP address space allocated to it for use in connection with the IP Services. The Client acknowledges that IP address space allocated for its use in connection with the IP Services is not portable and cannot be transferred to another provider.

2.7.5 The Client undertakes to provide all information required by Linix for the purpose of gaining authorisation from RIPE (or any other organisation which controls the use of IP addresses) for the use by the Client of IP addresses in connection with the IP Services

2.7.6 The Client consents to Linix having immediate and unhindered access for the purpose of maintaining Linix equipment used in association with the IP Services.

## 2.8 SERVICE LEVEL AGREEMENT

2.8.1 Linix will guarantee 99.99% service availability to Client's taking IP Multihome, as measured over a calendar month. Linix does not guarantee the operation or availability of any single carrier but if a fault is detected on any single carrier network Linix will use reasonable endeavours to ensure that the Client's IP traffic is not routed to that network for the duration of the fault. This SLA is subject to the exclusions referred to in clause

2.8.3 of this Schedule.

2.8.2 Linix will guarantee 99.9% service availability to Client's taking any IP Transit and 99.99% service availability to Clients taking IP Multihome, both measured over a calendar month. This SLA is subject to the exclusions referred to in clause 2.8.3 of this Schedule.

2.8.3 The following shall be excluded ("The Exclusions") from any calculation of the performance level referred to in clauses 2.8.1 and 2.8.2 of this Schedule;

2.8.3.1 Any period of force majeure affecting the IP Services or Linix;

2.8.3.2 Any period of Scheduled maintenance work on the IP Services infrastructure that results in service downtime. Linix will use its reasonable endeavours to ensure that such maintenance is limited to no more than 2 hours in any period of 12 months, is carried out during off peak hours and that the Client is notified at least 2 weeks in advance;

2.8.3.3 Any period where the act or omission of the Client either directly or indirectly causes the IP Services to be interrupted or unavailable;

2.8.3.4 Any period during which the Client's equipment (or that of its clients) (including software) directly or indirectly affects, interrupts or limits the performance of the IP Services;

2.8.3.5 Any period of interruption which is caused by equipment beyond Linix's point of demarcation as notified to the Client;

2.8.3.6 Any period where the Client fails to comply with Clauses 2.7.5 and 2.7.6 of this Schedule.

## 2.9 SERVICE CREDIT POLICY

2.9.1 Service availability is expressed as the percentage of time the IP Services is available over a monthly period. The Linix IP Services are available if the port is available to send and receive traffic.

2. If Linix fails to meet the Service availability guarantee stated in Clause 2.8 of this Schedule during any calendar month, the Client will receive a service credit reduction as set out below. The percentage reduction applies to the monthly recurring service charge for the month in which the guarantee is not met.

IP Multihome Service Availability	IP Transit Service Availability	Reduction in Monthly Service Charge
>=99.99 %	>=99.99 %	0.00%
< 99.95%	<99.85 %	3.00%
< 99.90%	<99.70 %	5.00%
< 99.85%	<99.30 %	7.50%
< 99.80%	<98.85 %	10.00%

2.9.3 To receive credit the Client must contact Linix within 20 working days after the end of the month in which the SLA is not met. Linix shall deduct service credits from the charges payable by the Client. The amount of partial or full-day service credits shall be calculated based upon the fixed recurring service charge for the relevant service.

2.9.4 Unavailability shall be measured from the point at which an employee of Linix or a Client contact informs Linix that the stated service has failed. Unavailability shall cease at the point at which an employee of Linix or a Client contact informs Linix that the service has been restored.

2.10 DATA PROTECTION ACT 1998 The Client, as "Data Controller", shall comply with the Data Protection Act 1998 ("the DP Act") and any future legislation enacted in

replacement of the DP Act. Linix, acting as the "Data Processor" (as defined in the DP Act), shall comply with the 7 principle of the DP Act and any future legislation enacted in replacement of the DP Act. Consistent with the requirements of the 7 Principle of the DP Act Linix shall:

2.10.1 act only on instructions from the Client in respect of any Personal Data (as defined in the Act) of the Client processed by Linix;

2.10.2 have technical and organisational measures in place against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data held or processed by it, appropriate to:

2.10.2.1 the harm that might result from such unauthorised or unlawful processing or loss, destruction or damage to Personal Data; and

2.10.2.2 the nature of the Personal Data;

2.10.3 take all reasonable steps to ensure the reliability of any of its staff who have access to Personal Data processed in connection with this Agreement.