

## YOURDC SERVICE SCHEDULE

This Service Schedule applies between Vocus (**we, us, our**) and the Customer (**you, your**) for the supply of YourDC Data Centre Space and Services.

### 1. Definitions

Capitalised terms in this Service Schedule not otherwise defined here have the meaning given in the Standard Terms and Conditions.

**Authorised Personnel** means your Personnel that have passed a national police check and have been approved by YourDC to access the Centre.

**Block** means an agreed number of Racks.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the region in which the Service is supplied.

**Centre** means a data centre owned or controlled by YourDC at the location specified in the applicable Service Order or other locations as notified from time to time by us to you and includes all areas of the applicable data centre.

**CPI** means the Consumer Price Index, All Groups Index Number published by the Australian Bureau of Statistics for the twelve months prior to the relevant Review Date.

**Critical Service Level** means a Service Level marked as 'Critical' in the Service Level Agreement.

**Cross Connect** means cables connecting equipment or carriers in the Centre including:

- (a) cabling between Customer Equipment and third party equipment regardless of equipment location, and
- (b) cabling between items of Customer Equipment in different Racks or Customer Rooms.

**Cross Connect Service** means the installation and provision of Cross Connects.

**Customer Equipment** means all of your fixtures, chattels, hardware, facilities, materials, fittings, plant, tools, devices, machinery, cables and equipment used in connection with a Service.

**Customer Room** means a room in the Centre that is designated solely for your use, as set out in the Service Order.

**Data Centre Space** means space at a Centre as specified in the applicable Service Order and allocated to you by YourDC and may include Racks, Blocks and Customer Rooms, and includes environmental services such as humidity control, cooling, fire detection and suppression systems.

**Establishment Charge** means the Charge for the Establishment Services.

**Establishment Services** means work performed by YourDC to prepare and provision Data Centre Space for you.

**Excess Power Rate** means the Charge for power that applies when your power usage exceeds your Power Allocation or the Specified Maximum Power Draw and reflects the additional costs incurred by YourDC because of the adverse effect on the Centre's infrastructure and resources.

**General Terms** means the terms of the Standard Terms and Conditions or the latest agreed Master Services Agreement or other Customer Agreement between the parties.

**Material Service Level Breach** has the meaning given in clause 5.3.

**Medium Service Level** means a Service Level not marked as 'Critical' in the Service Level Agreement.

**Permitted Use** means the housing, installation, operation, repair, inspection, or maintenance of Customer Equipment in a Data Centre Space allocated to you by YourDC.

**Power Allocation** means the kW power allocated to and included in the Charge for a Rack in a Service Order, where applicable.

**Power Charge** means the monthly charge for power consumed by you, which is measured in kWh at the power distribution unit in the Data Centre Space multiplied by the Power Rate and applies where the Service Order does not specify Power Allocation.

**Power Rate** means the per kWh rate specified in the Service Order.

**Rack** means an enclosed cabinet within which the Customer Equipment is located and if specifically stated in a Service Order includes an agreed Power Allocation.

**Rebate** means the rebate, if any, applicable for our failure to meet a Service Level.

**Review Date** means 1 July of each year.

**Scheduled Maintenance** means maintenance that YourDC considers is required to ensure that it achieves the Service Levels.

**Security Schedule** means Appendix C of this Service Schedule.

**Service Description** means Appendix A of this Service Schedule.

**Service Level** means the service levels described in the Service Level Agreement.

**Service Level Agreement** means Appendix B of this Service Schedule.

**Service Term** means the term of a Service Order, as specified in the order.

**Services** means YourDC services supplied to you by us, as described in the Service Order, which may include Establishment Services or a Cross Connect Service.

**Smart Hands** or **Remote Hands** means additional Services such as:

- (a) inventorying Customer Equipment;
- (b) taking digital pictures of Customer Equipment;
- (c) labelling Customer Equipment and cable connections;
- (d) assisting you with moving Customer Equipment and uncrating them from boxes;
- (e) reading off serial numbers on Customer Equipment; and
- (f) installing cross-connects from Customer Equipment to patch panels.

**Specified Maximum Power Draw** means the maximum power draw of any individual Rack in the Centre.

**YourDC** means Your DC Pty Ltd (ABN 84 603 707 339) of 60 Belair Road, Hawthorn SA 5062.

**YourDC Equipment** means any fixtures, chattels, hardware, facilities, materials, fittings, plant, tools, devices, machinery, cables, equipment, or software in the possession, ownership or control of YourDC.

## **2. Supply of Data Centre Space and Services**

2.1. We will provide you with Data Centre Space and Services in accordance with:

- (a) the General Terms;
- (b) this Service Schedule, including:
  - (i) the Service Description;
  - (ii) the Service Level Agreement; and
  - (iii) the Security Schedule;
- (c) any applicable Service Orders; and
- (d) all applicable laws.

## **3. Ordering and Commencement**

3.1 You may request Data Centre Space and Services by submitting a Service Order. Each Service Order will be effective on and from the date of its execution by both parties.

## **4. Service Term**

4.1 Each Service Order has its own Service Term.

4.2 At the end of each Service Term and any extended terms, the Service Term will be automatically extended for successive one month terms until either party gives written notice to terminate the Service Order at least 30 days prior to the end of the applicable Service Term, or the Agreement is terminated in accordance with the General Terms.

## **5. Service Levels**

5.1 We will provide Data Centre Space and Services in accordance with the Service Level Agreement. If we fail to achieve a Service Level the remedies set out in the Service Level Agreement are available to you.

5.2 Subject to clause 5.3, the remedies set out in the Service Level Agreement are the sole remedies available to you in relation to a failure to achieve a Service Level.

5.3 If we fail to achieve a Service Level relating to the same issue that is classified:

- (a) as a Critical Service Level on more than 3 separate occasions in any 12 month period; or
- (b) as a Medium Service Level on more than 9 separate occasions in any 24 month period,

then it will be deemed to be a Material Service Level Breach of the applicable Service Order by us. For clarity, any failure of a Service Level within any 24 hour period with the same root cause shall be considered one failure.

## **6. Increase in Charges during Service Term**

6.1 The Charges will increase by the greater of 3% and CPI on each Review Date.

6.2 In addition to clause 6.2, we may pass through any increase in supply costs. You may request that we substantiate the increase in supply costs.

## **7. Termination**

7.1 You can cancel a Service Order if we commit a Material Service Level Breach in respect of the applicable Service Order.

7.2 We can cancel a Service Order if:

- (a) the applicable Centre is damaged or destroyed so as to render the Centre or any part of the Centre wholly or substantially unfit for occupation or use, or inaccessible by any means of access;
- (b) YourDC reasonably determines that the applicable Centre has become unsafe for any reason other than a failure by YourDC to maintain it;
- (c) YourDC ceases to have the right to use the applicable Centre;
- (d) YourDC decides to cease using the applicable Centre to supplying services of the same kind as the Date Centre Space and Services; or
- (e) YourDC enters into a sale or leaseback of the applicable Centre.

## **8. Security Schedule**

8.1 The parties will comply with the terms of the Security Schedule.

## APPENDIX A SERVICE DESCRIPTION

### 1. Services

#### 1.1 Data Centre Space

YourDC will allocate the Data Centre Space in its sole discretion. For each Service Order, YourDC will provide the Data Centre Space and any applicable additional Services upon completion of the Establishment Services and payment of any Establishment Charge.

#### 1.2 Power

- (a) YourDC will provide power to the Customer Equipment in the Data Centre Space, with power being allocated on the basis of requirements set out in the applicable Service Order.
- (b) The power supplied to the Customer Equipment will be measured by YourDC to monitor usage. Power Charges reflect the costs incurred by YourDC to provide power to you and are based on the charges of YourDC's electrical supplier, plus an administration overhead margin of 3%.
- (c) If you exceed your Power Allocation or the Specified Maximum Power Draw, you will be invoiced additional Power Charges at the Excess Power Rate.
- (d) YourDC will maintain backup power to the Centre and Data Centre Space.
- (e) We will substantiate any Power Charges to your reasonable satisfaction.

#### 1.3 Other Services

You may place an order for additional Services. YourDC will commence provisioning of these Services in accordance with the applicable Service Order.

### 2. Grant and nature of rights

- 2.1 For the Service Term, YourDC grants you an exclusive, non-transferable licence to install, operate, inspect, repair and maintain the Customer Equipment at the Data Centre Space and otherwise access the Centre for the Permitted Use.
- 2.2 The Service Order confers on you exclusive possession or use of the Data Centre Space unless otherwise agreed. This exclusive possession excludes any common areas in the Centre and environmental services such as humidity control, cooling, fire detection and suppression systems.
- 2.3 The rights conferred in this Agreement rest in contract only and do not create in or confer upon you any tenancy or other estate or interest (other than the rights of a mere licensee) in or over the Data Centre Space, the Centre, YourDC's Equipment, or any part of any of them.
- 2.4 You must not access the Centre except as strictly necessary for the Permitted Use.

### 3. Establishment Services and Customer Equipment

#### 3.1 Establishment Services

- (a) You must provide YourDC the Customer Equipment specified in a Service Order on or before the date set out in that Service Order.
- (b) YourDC will perform the Establishment Services in accordance with the Service Order and by the Service Commencement Date if you have complied with clause 3.1(a).

- (c) You acknowledge that the Establishment Charge set out in the Service Order is based on information provided to us or YourDC by you and that if any of that information is materially inaccurate or incomplete, or if anything not considered in the Service Order occurs (not including anything caused by YourDC's negligent acts or omissions), that you must pay any additional costs and expenses that are incurred by YourDC in providing the Establishment Service.

### **3.2 Delivery of Customer Equipment**

- (a) Subject to this clause, YourDC will provide secure access for the delivery of Customer Equipment during Business Hours.
- (b) You must provide YourDC with at least two Business Days' written notice of the proposed delivery of Customer Equipment. Within one Business Day of receipt of a delivery notice, YourDC must confirm the date that the delivery can occur. If you fail to provide sufficient notice, YourDC may elect whether or not to accept delivery.
- (c) You must arrange and pay for the delivery and installation of Customer Equipment. You are solely responsible for accepting delivery of Customer Equipment at the Centre unless otherwise agreed in writing by us or YourDC. If you have not collected or organised installation of the Customer Equipment within two Business Days of delivery, you will pay YourDC's standard storage charges as current at the time.

### **3.3 Installation and operation of Customer Equipment**

- (a) Where specified in the relevant Service Order, YourDC must install Cross Connects to Customer Equipment that has been correctly installed in the Data Centre Space.
- (b) YourDC may assist with the installation of Customer Equipment for the Charge set out in the Service Order.
- (c) You must only use the Data Centre Space for the sole purpose of installing, inspecting, maintaining, repairing and operating the Customer Equipment.
- (d) You must comply with all applicable laws and ensure that it has obtained all relevant consents, permits, approvals, authorities and licences required.
- (e) YourDC has sole discretion to at any time reject, remove or turn off any Customer Equipment that in YourDC's opinion (acting reasonably) is unsafe or may or does generate excess heat or data load, require excess power, cause service degradation, or interfere with other equipment or users of the Centre, or involves non-standard installation. YourDC will endeavour to provide prior notice to you before taking this action in order for you to undertake remedial action or to disconnect or remove Customer Equipment. For clarity, "excess" in this clause shall mean an increase of 10% or more from the typical consumption or load.

### **3.4 Customer Equipment**

- (a) You must ensure that all Customer Equipment is adequately maintained and does not cause any interference or safety issues at the Centre.
- (b) You are responsible for any loss incurred because the Centre's gas fire suppressions system is activated as a result of the Customer Equipment, or an act of omission of you, your Personnel or any other person for whom you

are vicariously liable. This includes any costs in replacing or refilling gas cylinders.

- (d) Within 30 days of a written request from YourDC, you shall provide YourDC with current lists of all Customer Equipment and of all circuits installed, detailing pairs, carriers used and where terminated in the Data Centre Space.
- (e) You are responsible for all loss or damage to the Customer Equipment however caused, except to the extent caused by YourDC's negligence or unlawful conduct.

### 3.5 **Electromagnetic Interference**

- (a) You must take reasonable steps to ensure that none of the Customer Equipment causes electromagnetic interference to any other person's equipment.
- (b) If any person notifies YourDC or you that electromagnetic interference or leakage of electromagnetic radiation is occurring, YourDC will use its best efforts to:
  - (i) arrange cooperative testing between the relevant parties to identify the source of the interference or leakage;
  - (ii) organise consultations between the relevant parties; and
  - (iii) achieve a resolution satisfactory to those parties that is consistent with the principle that earlier installed equipment should take precedence over later installed equipment.
- (c) If the source of the interference or leakage is:
  - (i) your Customer Equipment, you will be responsible for YourDC's reasonable costs of undertaking cooperative testing and undertaking corrective action and must pay those costs on demand; or
  - (ii) YourDC, or any third party equipment, then YourDC will be responsible for your reasonable costs of undertaking cooperative testing and undertaking corrective action and must pay those costs on demand;
  - (iii) not identified by cooperative testing, the parties will bear their own costs of undertaking cooperative testing and undertaking any corrective action.

### 3.6 **Maintenance and Faults**

- (a) You must cooperate with and assist YourDC in isolating any faults and performing maintenance relating to Customer Equipment and the Services.
- (b) You are responsible for costs associated with trouble shooting, disaster recovery and other support agreements where you have retained such services from a third party.
- (c) You must maintain and provide YourDC with a contact list of relevant employees, contractors and agents that includes escalation contacts and contacts for fault and maintenance issues.
- (d) YourDC will use best endeavours to conduct Scheduled Maintenance in a manner that avoids disruption to the Services and inconvenience to you.
- (e) If YourDC considers that Scheduled Maintenance will cause disruption to the Services or inconvenience to you, YourDC will provide at least 20 Business Days' notice of the Scheduled Maintenance to you.



- (f) YourDC can undertake urgent maintenance at any time, however, YourDC will provide you with as much prior notice as possible of any urgent maintenance.

#### **4. YourDC access**

##### **4.1 YourDC may:**

- (a) in the case of an emergency, access or permit emergency services personnel to access the Data Centre Space, and disconnect or move the Customer Equipment, provided that it uses reasonable care. For clarity, “emergency” means a situation which represents real or likely danger to property or personal injury, and YourDC shall be responsible for any damage caused to Customer Equipment as a result of its negligence;
- (b) upon endeavouring to give you as much notice as is reasonably practicable in the circumstances (having regard to the severity of the problem), disconnect the Customer Equipment if circumstances exist where YourDC deems it necessary to disconnect the Customer Equipment including, fire, or evidence of access by an unauthorised party;
- (c) upon reasonable notice to you, enter the Data Centre Space to inspect the state of repair of the Data Centre Space and to perform repairs;
- (d) enter the Data Centre Space at any time to perform additional Services, to carry out Scheduled Maintenance or urgent maintenance, or to comply with any laws or contractual obligations;
- (e) inspect the Data Centre Space and the Customer Equipment at any time to satisfy itself that you are complying with its obligations under this Agreement; and
- (f) in the event of any default by you which remains unrectified after we or YourDC has provided you with no less than 14 days written notice of the default, rectify any default by you of any of your obligations under this Agreement and you must immediately reimburse us the costs of the rectification.

**4.2** YourDC may at any time perform, any repairs, construction or material alterations to the Centre including the Data Centre Space or erecting or permitting others to erect transmission equipment of any nature whatsoever at the Centre provided that the transmission equipment does not cause interference. At the request of YourDC, you will provide reasonable cooperation with YourDC and any third parties to enable YourDC to exercise its rights under this clause.

**4.3** If any alterations are made at the request, or for the sole benefit, of you, the work will be charged to you by YourDC at YourDC’s then current rates for the work.

**4.4** From time to time YourDC may require Customer Equipment to be relocated within the Centre. Should this be the case, YourDC will provide you 40 Business Days written notice and any such relocation will be at YourDC’s expense unless the relocation arises from any failure of you to comply with its obligations under this Agreement.

#### **5. Security and customer access**

##### **5.1 You must:**

- (a) comply with any security and access protocols of YourDC as informed to you in writing from time to time;



- (b) not compromise or interfere with security at the Centre, YourDC Equipment or the equipment, systems or networks of a third party installed in or connected to the Centre;
  - (c) ensure that access to the Centre is sought only by Authorised Personnel whose full names, telephone numbers, signature and photos have been provided and approved by YourDC in advance;
  - (d) ensure that Authorised Personnel hold any security passes and identification required by YourDC and ensure that such passes are surrendered by Authorised Personnel if they cease to have responsibilities which require access to the facility;
  - (e) ensure that Authorised Personnel do not take photographs or videos in the Centre at any time unless permitted by YourDC;
  - (f) to the extent that YourDC provides keys, security passes, pin codes or other special entry devices to enable access to the Centre:
    - (i) adopt effective security measures to prevent loss, damage and unauthorised use of, or unauthorised access to the entry devices;
    - (ii) ensure that there is no unauthorised copying or use of the entry devices;
    - (iii) immediately report the loss, theft or unauthorised copying or use of the entry devices to YourDC; and
    - (iv) return entry devices to YourDC upon request and delete or otherwise destroy records of any pin codes whether in electronic form or not; and
  - (g) subject to clause 5.1, not permit any third party (other than parties authorised by YourDC in writing) to access the Centre.
- 5.2 Notwithstanding clause 5.1, your Authorised Personnel may access the Centre accompanied by up to two of your employees or contractors provided that they remain under the direct supervision of your Authorised Personnel and you agree that anything done by such employees or contractors in the Centre shall be deemed to have been done by you for the purposes of this agreement.
- 5.3 YourDC (acting reasonably) may deny access to or remove from the Centre any of your Personnel including Authorised Personnel or any other persons for whose acts or omissions you are liable.

## **6. Data centre space condition and use**

### **6.1 You must:**

- (a) ensure that the Data Centre Space and any other part of the Centre that is allocated solely or primarily for your use is kept clean and remains in a safe condition;
- (b) only use the Data Centre Space for the placement and operation of Customer Equipment;
- (c) not store any Customer Equipment or other goods in any part of the Centre other than the Data Centre Space, except to the extent otherwise agreed or directed by YourDC;
- (d) unless YourDC agrees in writing, only connect the Customer Equipment to the power supply provided by YourDC and refrain from installing any separate or additional power supply system or battery;

- (e) not willingly use the Data Centre Space to cause any injury, damage or nuisance to any person, property or equipment;
- (f) unless YourDC agrees in writing, not make any alteration or addition (whether structural or non-structural) to the Data Centre Space;
- (g) make good any unauthorised alterations or damage to the Data Centre Space caused by you within 14 days of YourDC's written request to do so. If you fail to perform such work, YourDC may carry out such work at your expense;
- (h) ensure you do not willingly use the Services to reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information or material of any kind (including but not limited to information or material accessed through or received from the Services) that infringes any copyright, patent, trade mark, design, other intellectual property right or breaches any law;
- (i) not unreasonably disrupt, adversely affect or interfere with any other occupant's use or enjoyment of the Centre;
- (j) minimise the use of any space outside the Data Centre Space when installing, inspecting, maintaining or repairing the Customer Equipment;
- (k) comply with any laws applicable to your use of the Data Centre Services and the Centre; and
- (l) comply with YourDC's instructions, protocols, rules and policies as notified from time to time which relate to the Centre, customer use of and access to the Centre and the provision of Services to customers of the Centre including but not limited to policies about:
  - (i) customer site induction;
  - (ii) technical and installation standards;
  - (iii) electrical power management procedures;
  - (iv) method statements and procedures on cable management;
  - (v) use of and access to the Centre; and
  - (vi) occupational health and safety policies and procedures, including any requirements relating to the disposal of rubbish and floor weight loading.

## **7. Power**

- 7.1 Where Power Allocation applies, you must ensure that each Service Order accurately reflects your Power Allocation requirements and you must not exceed your Power Allocation without the prior written consent of YourDC. You acknowledge that exceeding your Power Allocation may adversely affect the supply of power to you and other users of the Centre and adversely affect the operation of the Centre's cooling system.
- 7.2 You must ensure that power use is spread evenly across power supply units in the Data Centre Space, including between phases of a three phase power supply. You must rectify any imbalance in power utilisation that you become aware of or of which you are notified by YourDC as soon as practicable and in any event within 30 days of receipt of written notification.
- 7.3 Each YourDC Data Centre will have a Specified Maximum Power Draw for individual Racks that will be set out in the Service Order. You must ensure that no individual Rack draws more than the Specified Maximum Power Draw unless YourDC has consented in writing.

- 7.4 If you exceed your Power Allocation or the Specified Maximum Power Draw without YourDC's consent:
- (a) you will, upon supply of evidence from YourDC, be obliged to pay the Excess Power Rate for all power used in excess of your Power Allocation or the Specified Maximum Power Draw;
  - (b) you are responsible for any loss suffered or liability incurred that relates to you exceeding its Power Allocation or the Specified Maximum Power Draw, including loss that arises directly because of any failure or inadequacy of power or cooling equipment;
  - (c) you waive YourDC's obligation to comply with Service Levels during the period you exceed your Power Allocation or the Specified Maximum Power Draw and agrees that neither we or YourDC have any liability to you for any loss suffered because of YourDC's failure to achieve Service Levels to the extent that the failed Service Level was directly caused by you exceeding your Power Allocation or the Specified Maximum Power Draw;
  - (d) we or YourDC may give notice to you requiring you to rectify the breach, which must be done as quickly as possible and in any event within 7 days. If you fail to do so, we or YourDC may take whatever action we or it considers reasonably necessary to rectify the breach including disconnecting Customer Equipment or power or cooling to the Data Centre Space;
  - (e) if acting reasonably, YourDC considers it necessary in the circumstances to protect the safety of persons or property to meet YourDC's obligations to other customers or third parties, or to ensure YourDC's compliance with any laws, YourDC may take remedial action without issuing the notice described in clause 7.4(d) and without waiting for you to rectify the breach.
- 7.5 If you exceed your Power Allocation or the Specified Maximum Power Draw for a period of more than 24 hours on more than 2 occasions in any 4 week period, we or YourDC may:
- (a) if possible and with regard to the Centre's power and operational requirements and power availability increase your Power Allocation. In this event, you will pay for the additional Power Charge at the Power Rate; or
  - (b) require you to acquire and pay for additional Data Centre Space; or
  - (c) if it is not possible to increase your Power Allocation or provide additional Data Centre Space to you, terminate your Service Order or Agreement on the basis of a material breach by you that is not capable of remedy.

## 8. Use of other space in the centre

- 8.1 If the Service Order states that you will be allocated desk space (**Desk Space**), then:
- (a) if the Service Order states that the Desk Space is to be allocated to you on a dedicated basis, then notwithstanding clause 6.1(c), you may store Customer Equipment in the Desk Space in accordance with the terms of this Agreement;
  - (b) if the Desk Space is to be allocated to you on a shared basis, or the Service Order does not specify whether the Desk Space is provided on a shared or dedicated basis, then:
    - (i) you acknowledge that YourDC may allocate use of the same Desk Space to other customers on a shared basis;

- (ii) YourDC will endeavour to allocate usage of such shared Desk Space as between customers on a "first come, first served" basis or such other basis as reasonably determined by YourDC. YourDC make no guarantee that such Desk Space will be available to you at all times, or at any particular time that you may request the use of such Desk Space; and
    - (iii) unless otherwise agreed by YourDC, you must remove Customer Equipment from the Desk Space each time your Authorised Personnel cease use of the Desk Space, and must not store Customer Equipment in the Desk Space when it is not in use by you; and
  - (c) you acknowledge and agree that:
    - (i) the Desk Space is located in an area accessible by other customers of the Centre;
    - (ii) risk of loss of or damage to any Customer Equipment stored in the Desk Space remains with you; and
    - (iii) you release us and YourDC from liability relating to any loss of or damage to any Customer Equipment stored in the Desk Space, except to the extent that such loss or damage was caused or contributed to by YourDC's negligence or wilful misconduct.
- 8.2 If the Service Order states that you will be allocated lockers or other storage areas at the Centre (not including Desk Space) as described in the Service Order (**Storage Space**), then:
- (a) notwithstanding clause 6.1(c), you may store Customer Equipment in the Storage Space in accordance with the terms of this Service Description;
  - (b) risk of loss of or damage to any Customer Equipment stored in the Storage Space remains with you; and
  - (c) you release us and YourDC from liability relating to any loss of or damage to any Customer Equipment stored in the Storage Space, except to the extent that such loss or damage was caused or contributed to by YourDC's negligence or wilful misconduct.

## 9. **Connections to carriers or third parties**

- 9.1 If you wish to connect the Customer Equipment to equipment of any carrier or a third party, or to gain access to that other carrier's or third party's services at the Centre, you must:
- (a) request YourDC's consent (which will not be unreasonably withheld) to establish the connection and provide Cross Connect Services. This request must be in the form specified from time to time by YourDC and notified to you or such other form as you may deliver to YourDC;
  - (b) provide no less than 2 Business Days prior written notice to YourDC, giving full details of the third party carrier services, including:
    - (i) name and details of the carrier or third party;
    - (ii) specific technical details of the proposed service;
    - (iii) details of the proposed installation;
    - (iv) your requirements and those of the carrier or third party including space and equipment;
    - (v) technical drawings where applicable;
    - (vi) any other relevant details requested by YourDC;

- (c) meet all costs associated with the third party or carrier services, Cross Connect Charges, and costs for any other work or cabling performed.
- 9.2 Subject to approval of such a connection by YourDC, you acknowledge and agree that the cabling work required to establish the connection may only be performed by YourDC, or an approved contractor appointed by YourDC, or if the Data Centre Space is a room or secured area wholly occupied by you, then a contractor appointed by you subject to the contractor being duly qualified and insured.
- 9.3 YourDC will have no liability whatsoever to you in respect of third party or carrier services.
- 9.4 If you wish to connect the Customer Equipment to the equipment of any carrier or service provider, or to gain access to that carrier or service provider's services at the Centre, when that carrier or service provider does not have existing facilities or services available in the Centre, you agree that before you can connect to the carrier or service provider that the carrier or service provider must enter into an agreement with YourDC regarding its access to the Centre and that your right to connect to the carrier or service provider or acquire services from the carrier or service provider will then be in accordance with clauses 9.1(a) to 9.1(c).

## APPENDIX B SERVICE LEVEL AGREEMENT

The YourDC Data Centre Space includes the following Service Levels for the supply of power and maintenance of environmental conditions. Service Levels do not apply to aspects that are not specifically included in this Schedule. The remedies provided to you under this Service Level Agreement are the sole and exclusive remedies available for YourDC's failure to achieve a Service Level.

### 1. Service Levels

YourDC must achieve the Service Levels in the table below. If YourDC fails to achieve a Service Level (**Failure**), you are entitled to request and receive a Rebate as set out in the table.

Service Level	Criticality	Rebate
<b>Supply of Power</b> YourDC must provide a continuous supply of power up to and including at least one of the uninterruptable power supply boards servicing your Data Centre Space for 100% of the time in a calendar month (or 99.982% for the Hawthorn SA Data Centre).	Critical	You are entitled to a rebate of 10% of the Data Centre Space Charge payable in a calendar month for the part of the Data Centre Space affected by the Failure. The rebate increases by 10% for every 60 minutes until the failure is resolved up to a maximum rebate of 100% of the Data Centre Space Charge payable for the part of the Data Centre Space affected by the Failure for a calendar month.
<b>Temperature</b> YourDC must ensure that the average temperature measured in any two consecutive five minute intervals measured 3-5 feet from the floor and no closer than 12 inches from the cool air intake side of a rack is no greater than 28 degrees celsius. You waive this Service Level and are not entitled to a rebate: <ul style="list-style-type: none"> <li>(a) during periods when Customer Equipment exceeds its Power Allocation or the Specified Maximum Power Draw;</li> <li>(b) during periods when Customer Equipment is not installed and operating in the Data Centre Space; or</li> <li>(c) if Customer Equipment is not installed in a manner that complies with YourDC's requirements for airflow.</li> </ul>	Critical	You are entitled to a rebate of 10% of the Data Centre Space Charge payable in a calendar month for the part of the Data Centre Space affected by the Failure. The rebate increases by 10% for every 60 minutes until the failure is resolved up to a maximum rebate of 100% of the Data Centre Space Charge payable for the part of the Data Centre Space affected by the Failure for a calendar month.

## **2. Applying for Rebates**

- 2.1 You are only entitled to a rebate in the event of a Failure if:
- (a) you notify us as soon as practicable, and in no event longer than 5 Business Days after the date that you become aware of the Failure; and
  - (b) we receive your request for a rebate within 15 Business Days of the end of the month in which the Failure was restored and the request includes all relevant information relating to the Failure as reasonably required by us.

## **3. Rebate limitations**

- 3.1 The maximum rebate that you are entitled to in a calendar month is 100% of the Data Centre Space Charge payable in respect of the part of the Data Centre Space affected by a Failure or Failures for the calendar month.
- 3.2 You are entitled to apply Rebates to any Service Order contract, or if no Service Order contracts remain, then receive a refund from us.
- 3.3 If there are outstanding rebates upon termination of a Service Order contract you forfeit the Rebates.
- 3.4 You agree that the following are not Failures that entitle you to a Rebate:
- (a) Failures directly caused by or during a period of you exceeding your Power Allocation or the Specified Maximum Power Draw or by you failing to remedy an imbalance of Power to Customer Equipment;
  - (b) Failures that are caused directly by Customer Equipment, the acts or omissions of you or your Personnel, or non-compliance with the Agreement by you or your Personnel;
  - (c) Failures caused as a result of us exercising our rights in this Agreement to suspend or restrict your access to the Centre, disconnect the Customer Equipment or restrict, disconnect or limit power and/or cooling to your Data Centre Space;
  - (d) Failures that occur in a period during which you have failed to pay any undisputed Charges in accordance with the General Terms;
  - (e) Failures that we consider, acting reasonably, are because of a defect in or failure of a monitoring, measuring or reporting device and not because a Failure has actually occurred; and
  - (f) Failures caused by Force Majeure Events.
- 3.5 You agree that you are not entitled to a Rebate for a Failure of a Medium criticality Service Level that occurs because of Scheduled Maintenance that was notified to you by us or by YourDC.

## **4. Rectification of failures**

- 4.1 You must immediately notify us on becoming aware of a Failure.
- 4.2 On being notified or becoming aware of a Failure we must, where possible:
- (a) inform you of an estimated time frame for rectification of the Failure or the cause of the Failure;
  - (b) provide you with progress updates as reasonably required until the Failure or the cause of the Failure is rectified; and
  - (c) use reasonable endeavours to rectify the Failure or the cause of the Failure as soon as practicable.



## APPENDIX C SECURITY SCHEDULE

### 1. Definitions

In this Security Schedule:

**Access Breach** means any actual or attempted unauthorised access of your Data Centre Space (i.e. private cage or cabinet).

**Access Controls** means the requirement to:

- (a) positively identify all persons that have access to BCI or the Data Centre Space; and
- (b) ensure that only authorised persons have access to BCI or the Data Centre Space; and
- (c) ensure that persons have access only to the information and areas that they have a genuine business requirement to access in relation to BCI or the Data Centre Space.

**BCI** means business contact information, including your employee, contractor or agent's individual's name, job position, mailing address, telephone number, and business-related email address.

**Customer Data** means your information, data or other electronic materials.

**Customer Security Audit** means an audit by your auditors of YourDC's compliance with the requirements of this Security Schedule, the Service Order and/or applicable laws, policies or standards.

**Data Controller** means a controller as defined in the European Data Protection Laws.

**Data Processor** means a processor as defined in the European Data Protection Laws.

**Data Security Incident** means a security breach, or attempted security breach, whether or not it resulted in the unauthorised access, loss, corruption, or misuse of BCI that threatens serious risk or harm to the rights or legitimate interests of the relevant individuals.

**European Data Protection Laws** means *Regulation (EU) 2016/679 (General Data Protection Regulation)*.

**Personal Data** has the meaning given in the European Data Protection Laws.

**Personal Information** has the meaning given in the Privacy Act.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**YourDC Security Audit** means an annual audit and/or certification by YourDC of its compliance with the requirements of this Security Schedule, the Service Order and/or applicable laws, policies or standards.

### 2. Our and YourDC's Responsibilities

#### 2.1 Physical Security

YourDC, our supplier, is responsible for and controls the physical access to the Data Centre Space and will maintain appropriate administrative, physical, organisational technical safeguards and controls which, at its discretion, are designed to protect the security of the applicable Centre and Data Centre Space which contains the Customer Equipment. The safeguards and controls include:

- (a) implementing access controls to the Centre;
- (b) use of facility access controls which meet or exceed industry standards to limit physical access to only Authorised Personnel to the Data Centre Space (i.e. cabinets and cages);
- (c) use of video cameras and/or access control mechanisms to monitor and record for a reasonable period of time individual physical access to the Centre and your Data Centre Space;
- (d) use of business systems designed to optimise security; and
- (e) use of such other security measures consistent with then-current industry standards.

All Centre facility safeguards and controls are supported by on-site back-up generators in the event of a power failure. YourDC maintains physical protection against damage from fire and flood at each Centre consistent with industry standards for providers of similar levels of data centre colocation space. YourDC may at any time, acting reasonably, modify the safeguards and implement new security controls, procedures, policies and features in order to maintain and secure the operations of the Centre.

## 2.2 Data Security

YourDC will deal with any Personal Information collected, used or disclosed by it as necessary to supply a YourDC Data Centre Space or Service in compliance with the Privacy Act.

YourDC acts as a Data Controller of Personal Data with regards to BCI and will use the same for the following purposes:

- (a) the provision of Data Centre Space;
- (b) account administration, billing and accounting reconciliation;
- (c) operational maintenance and support activities;
- (d) security and secure access to any Centre;
- (e) fraud detection and prevention; and
- (f) subject to BCI having been previously anonymised, customer and market analysis and reporting.

YourDC does not act as Data Processor or Data Controller in providing Smart Hands (also known as Remote Hands) services upon your request, as the provision of Smart Hands services does not involve any logical access to, nor management of, any Customer Equipment within a Centre, nor does it involve any access to, use or otherwise processing of Customer Data.

## 2.3 Standards

YourDC will implement and maintain administrative, organisational, technical, and physical measures to protect BCI against accidental or unlawful destruction, loss, alteration or any unauthorised disclosure or access and against other unlawful forms of processing which will meet or exceed the standards imposed by:

- (a) ISO/IEC 27001:2013 (Information technology - Security techniques - Information security management systems - Requirements); and
- (b) Payment Card Industry Data Security Standard (PCI DSS).

## 2.4 Handling of BCI

YourDC will implement appropriate measures to:

- (a) implement the Access Controls with respect to the BCI;
- (b) prevent unauthorised persons from having access to BCI;
- (c) prevent the unauthorised access or use of YourDC data processing systems that handle BCI;
- (d) ensure that persons entitled to use YourDC data processing systems have a right of access to BCI on a need-to-know basis;
- (e) ensure that BCI cannot be read, copied, modified, or removed without authorisation during access, handling, electronic transmission and/or storage;
- (f) ensure that it is possible to assess when and by whom BCI has been uploaded into YourDC data processing systems, and when it has been modified or removed;
- (g) ensure that authorised persons with access to BCI will undergo appropriate privacy training prior to accessing BCI; and
- (h) implement and maintain an appropriate incident management program to monitor, investigate and resolve data security incidents and to mitigate their impact and extent.

Your authorisation is required for your Authorised Personnel to access the Data Centre Space.

Authorised YourDC employees and/or subcontractors may also access the Data Centre Space in order to:

- (a) perform Smart Hands or provide other services to you;
- (b) maintain YourDC operations; or
- (c) respond to an emergency or life safety issues.

## 2.5 Audits

### 2.5.1 YourDC Security Audits

During the Service Term, YourDC will conduct YourDC Security Audits. A YourDC Security Audit will be performed by a qualified and licensed independent auditor selected by YourDC.

All annual YourDC Security Audit reports or certificates will be available by 15 December each year. We will, upon your request and at no additional charge, provide you with a copy of any YourDC Security Audit report or certificate for a Centre where you have Data Centre Space. A YourDC Security Audit report or certificate is confidential and provided solely for your use.

### 2.5.2 Customer Security Audits

Your own auditors may perform a Customer Security Audit once per calendar year, at your cost (including any Smart Hands charges for YourDC's time), unless the Customer Security Audit uncovers any material noncompliance, in which case YourDC will, if requested to do so by you, at its cost:

- (a) meet with you to discuss the material non-compliance and its impact; and/or
- (b) prepare and submit an action plan to address the material non-compliance.

In the event YourDC cannot adequately address such material non-compliance or acquire re-certifications for security related standards within a timeframe to be mutually agreed by the parties, you will be entitled to terminate the applicable Service Order without liability other than for Charges incurred up to the date of termination.

Any Customer Security Audit will only consist of your auditors visiting to the applicable Centre and reviewing YourDC's regularly-prepared records regarding the operation of the applicable Centre. Such audits will be during normal business hours and on a mutually agreed upon date, time, and duration and subject to reasonable postponement by YourDC. You will:

- (a) ensure that such inspection will not affect other customers of YourDC or YourDC's operation of the Centre;
- (b) ensure that your auditors comply with YourDC's policies during such inspection;
- (c) ensure that your auditors treat any YourDC confidential information which is disclosed during the inspection in accordance with the obligations applicable to Confidential Information under the General Terms.

If a Customer Security Audit reveals that some or all of the work by YourDC has not or is not being performed in accordance with this Security Schedule, the Service Order and/or applicable laws, policies or standards, then YourDC or we will promptly meet with you to discuss and evaluate the reported issue or finding. If YourDC and the parties mutually determine that the issue requires remediation, YourDC will prepare and submit an action plan to address the issue or finding at its own cost.

### **3. Your Responsibilities**

You will place your Customer Equipment within the Data Centre Space. You may have Personal Information loaded, stored, received, retrieved, transmitted through, or otherwise processed on your Customer Equipment. Such Customer Data remains, at all times, your responsibility.

YourDC does not, will not, and has no right to, access, store, monitor or otherwise perform any operation or control of, or on, any Customer Data in connection with the provision of Data Centre Space or the Services, and does not, and will not, and has no right to, perform any processing of Customer Data for, on behalf, or under the instructions of Customer.

As a result, YourDC does not act as Data Processor or Data Controller with respect to such Customer Data and you are the only party responsible for compliance with obligations in relation to Customer Data processing under applicable data protection and privacy laws or regulations. To that extent, you undertake to comply with relevant applicable data protection and privacy laws or regulations relating to the processing of Customer Data within the Data Centre Space, including, where applicable, relevant industry standards including information security standards and/or requirements.

### **4. Incident Management & Reporting**

#### **4.1 Access Breaches**

YourDC will contact you via email and provide details of any Access Breach within 24 hours of discovery, or as soon as is practical given the circumstances.

YourDC will, following such Access Breach and without unreasonable delay and, in any event, no more than 7 days after discovery, investigate and provide a Post Incident Report. Such Post Incident Report will include:

- (a) a reasonably detailed description of the Access Breach; and
- (b) the steps YourDC is taking to mitigate and to protect against any further Access Breaches of your Data Centre Space.

YourDC will promptly supplement the Post Incident Report with additional information regarding the Access Breach as it becomes reasonably available to YourDC. YourDC will reasonably cooperate with you in any investigation of the Access Breach and will provide access logs and other related information in connection with such investigation. All such information will be treated as the Confidential Information of YourDC and you may only disclose such information to third parties subject to YourDC's written consent which will not be unreasonably withheld.

You acknowledge and agree that neither YourDC or us:

- (a) have access to, or is a custodian of, data stored on Customer Equipment; and
- (b) can electronically monitor any cross-connects between customers in its Centres. Accordingly, you are solely responsible for monitoring your network traffic and will notify YourDC of any network-related outages, interruptions, or breaches thereof.

#### **4.2 Data Security Incidents**

YourDC will have in place a program to manage the consequences of potential Data Security Incident.

Where a Data Security Incident occurs, YourDC will:

- (a) take prompt steps to contain the Data Security Incident and mitigate its consequences;
- (b) investigate the Data Security Incident;
- (c) assess the risks and potential adverse consequences associated with the Data Security Incident; and
- (d) determine the appropriate response action, including towards the relevant individuals without undue delay.