

Colocation Terms

The General Terms & Conditions apply to the Colocation Service Terms in addition to these Colocation Service Terms. If You are taking a Managed Colocation Service then the Managed Service Terms and any applicable specific package terms also apply.

Unless detailed in clause 1 in these Colocation Service Terms, any definitions are as defined in the General Terms & Conditions.

1 DEFINITIONS

“Scholar Web Services Network” refers to Scholar Web Services’ owned or leased routers, switches, cabling and other network equipment used in or responsible for connecting Colocated Equipment or Equipment hosted by Scholar Web Services to the outside world;

“Scheduled Maintenance” is defined as maintenance considered necessary by Scholar Web Services for the continued or optimum provision of service, including but not limited to network upgrades and security updates, whether or not pre-notified;

“Abuse Complaint” is a complaint, either by Scholar Web Services or a third party, about the Client’s use of the Services;

2 GENERAL

The Services shall be as described in this Agreement and any associated Service Schedules from time to time. All Service Schedules shall be deemed to be an offer to the Client and shall only be deemed accepted by Scholar Web Services when counter-signed by an authorised representative of Scholar Web Services or for online or verbal orders then when formally acknowledged as accepted by Scholar Web Services. In the event of any conflict between any details of Service provision in this Agreement and those in the Service Schedule then the provision in the Service Schedule shall prevail.

Scholar Web Services reserves the right at any time and from time to time to amend, improve or correct the Services and/or Equipment (or any part thereof) provided that such modification does not materially reduce the overall quality of the Services. This includes the right to substitute the Equipment with Equipment of similar or better specification, where necessary. Scholar Web Services shall endeavour to give the Client reasonable notice of such modifications but this may not always be possible and Scholar Web Services shall not be liable to the Client or to any third party for any such modification or any failure to give such notice and where relevant that shall be classed as Scheduled Maintenance.

Scholar Web Services may make any changes to this Agreement as it deems necessary from time to time to take into account operational and technical matters (including the terms on which its third party providers provide Scholar Web Services with services) and changes to any applicable laws and regulations. Such changes shall be notified to the Client by posting the changes to the Scholar Web Services website and shall be deemed to be incorporated into this Agreement and be legally binding on the parties with effect from the date such posting is made. Scholar Web Services will endeavour to give calendar 30 days’ notice of any such changes direct or through that website but any failure to give such notice shall not act to prevent such changes having full contractual effect.

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) but without prejudice to Scholar Web Services’s power of sale of Colocated Equipment left at the Data Centre.

3 COMMENCEMENT AND TERM

This Agreement shall come into effect upon the latest date of a party’s signature of this Agreement and, subject to the provisions of this Agreement shall continue indefinitely after that until all Service Schedules have been validly terminated in accordance with this Agreement.

The commencement date of each Service Schedule under this agreement shall be the date when the Services are handed over by Scholar Web Services. The Services shall continue under each Service Schedule for the Minimum Term. The Minimum Term of all Schedules shall automatically extend for a period of time equal in length to the Minimum Term (the "Subsequent Term") at the end of the Minimum Term and at the end of each Subsequent Term. Either party may provide notice to terminate a Service Schedule by giving written Notice to the other party no later than 3 months before the end of the Minimum Term or the relevant Subsequent Term, as the case may be.

4 RADIOFREQUENCY EMISSIONS

The Client will not install any equipment or cause any radiofrequency emissions to be made from the Data Centre environment, such as WiFi, GSM signals, CB radio or otherwise, without the express written permission of Scholar Web Services.

5 USE OF DATA CENTRE ENVIRONMENT

The Client will make use of the Data Centre environment provided by Scholar Web Services in a way according to industry standard practice, and will follow all requests and instructions given by Scholar Web Services in how to use the environment. The Client must maintain separation of hot and cold air by using blanking plates in unused 'U' space. In the event that the Client does not maintain blanking plates in unused 'U' space, Scholar Web Services reserves the right to charge an additional power usage fee in lieu of the decreased efficiency of the facilities cooling systems as a result of the Client's actions.

The Client will not install any equipment outside of the provided racks, be that on top, underneath, on the side, or front/rear of the cabinets. The Client will not affix labels or otherwise mark the exterior of the cabinets. The Client will not leave any waste packaging, such as cardboard, foam or wrapping within the cabinets or the data halls. The Client is responsible for the safe disposal of any packaging or waste.

For the security of all users of the data centre environment, the Client will not install cameras, microphones, or other devices for capturing images, video or sound from the data centre environment. The Client will not take photos or videos of the data centre environment using mobile cameras or similar devices without express written permission from Scholar Web Services.

6 ACCEPTABLE USE POLICY

Scholar Web Services's Acceptable Use Policy ("Policy") is intended to help protect the Scholar Web Services service, clients and the Internet community in general from irresponsible or, in some cases, illegal activities, and the Client agrees to be bound by the Policy.

1. The Client and their end users shall not, nor shall they permit, enable, or assist others, to use the Services for any breach of any applicable local, national or the international law or regulation or generally accepted transmission or application protocols applicable to the Internet or any part of it or to anything connected to it or to any user of it. Such prohibited use includes but is not limited to the following:

- a) civil infringement of and/or criminal offences relating to IPRs; or
- b) commission of any criminal offence (including deliberate transmission of computer viruses) under the Computer Misuse Act 1990 (UK) or any similar legislation in any country; or
- c) knowingly or recklessly transmitting, displaying or posting to a publicly accessible service any material which is unlawful or actionably defamatory or an invasion of privacy, breach of an intellectual property right or breach of a right of publicity in any jurisdiction with which any publicly accessible service reasonably appears to have any connection or from which it may reasonably be apprehended that a publicly accessible service is likely to be significantly accessed; or
- d) transmitting, transferring, displaying or posting to a publicly accessible service any material in breach of the Data Protection Act 1998 (UK) 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 the said territory or which may expose Scholar Web Services to any liability, loss or penalty under the laws and/or regulations and/or decrees of the United

Kingdom or any other country relating to the export of or dealing with military or potentially military resources; or

- e) use of the Services or the Internet in any manner which is a violation or infringement of any rights of any kind or nature (whether similar to any of the foregoing or otherwise) of any person; or
- f) any sending of unsolicited email messages or any mass mailing of unsolicited advertising material by the Client; or
- g) any activity that potentially could harm the Scholar Web Services Network, its clients' networks or other networks, including traffic flooding, malicious overflows, etc; or
- h) any activity that Scholar Web Services decides at its absolute discretion is an unsuitable use of the Services (and any failure or delay to exercise its discretion shall not be taken as approval or condoning of such use).

2. The Client is responsible for:

- a) Maintaining email addresses of the forms postmaster@client.domain and abuse@client.domain for receiving complaints of network abuse activities, as suggested by Internet Official Protocol Standard RFC 2142. Typically, these email addresses will forward emails to the real user accounts of the responsible persons for treating the network misuse complaints.
- b) The activities of its customer base or end-users and, by accepting service from Scholar Web Services, is agreeing to ensure that its clients abide by this Policy. If irresponsible or illegal activity continues, even after Scholar Web Services tries to communicate with the Client, then the Client may be subject to an appropriate action in order to stop those activities.
- c) All complaints related to network misuse – including email abuse – are to be sent to abuse@scholarwebservices.com
- d) IRC services or IRC-related services are not permitted. This includes, but is not limited to: "IRCd servers," "eggdrops," "bots," and "bouncers." The purpose of this restriction is to prevent attacks on the Scholar Web Services service due to malicious activity that has been known to occur on the IRC networks EFnet and Undernet.
- e) The Client warrants that it will respond to any Abuse Complaints within 24 hours and urgently respond and comply with all take-down or similar notices or requirements.

7 SERVICE LEVEL AGREEMENT

The objective of this SLA is to document the availability of the Service that Scholar Web Services is to achieve. This does not constitute any additional liability to Scholar Web Services, but instead a self-assumed obligation towards the Client. Under these conditions below Scholar Web Services offers to pay the Client service credits if the availability defined below is not met.

Scholar Web Services shall guarantee the availability for each metric in the relevant table below, subject to exclusions as defined below. If Scholar Web Services fails to meet this guarantee a credit shall be available to the Client as defined in the relevant table below. Availability criteria, criteria measurement, availability targets and service credits are specific to the relevant Data Centre facility where the client takes a Colocation Service from Scholar Web Services.

Reading	Criteria Measurement	Availability Target	Service Credit
Power to either 'A' or 'B' supplies to the rack	Monitoring information from PDU distribution	100%	10% service credit on one month's fee for

	as per measurements from the facility.		that aspect of the Services for every 30 minutes of downtime or part thereof
Network availability (subject to client using a diverse service from Scholar)	Network monitoring system as per measurements from Scholar.	99.95%	10% service credit on one month's fee for that aspect of the Services for every 30 minutes of downtime or part thereof exceeding target.
Temperature	Air handler return temperature to cold aisle as per measurements from the facility.	23°C +/- 4°C, 100% of the time	10% service credit on one month's fee for that aspect of the Services for every 2 hour period where temperature is outside target

The availability calculation shall exclude periods when outages arise from, or are otherwise indirectly caused by:

1. Any cause other than faults by Scholar Web Services, including faults or negligence of the Client or problems associated with equipment connected on the Client's side of Scholar Web Services delivery point,
2. The Client's equipment causing negative effects on the performance, quality and/or operation of the Scholar Web Services Network, so that Scholar Web Services proceeds to disconnect the link for benefit of the rest of users of the Scholar Web Services Network, and this disconnection will not be taken to be a cause of outage. Scholar Web Services will notify the Client as soon as possible about this issue in order for the Client to repair the problems.
3. Outage periods reported by the Client in which no fault is observed or confirmed by Scholar Web Services,
4. Any period during which service is suspended under provision in this Agreement,
5. Upgrades to the capacity of the Services or any other works, where requested by the Client.
6. Scheduled Maintenance.
7. Performance degradations and service loss due to Denial Of Service attacks or other unlawful attacks generated inside the Client's network or executed against users inside the Client's network or the Client network infrastructure, will be excluded from SLA calculation as it is within the Client's responsibility to put in place the relevant protection mechanisms inside its network to protect itself and its clients.

Scholar Web Services does not and cannot control the flow of data to or from the Scholar Web Services' network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Client's connections to the Internet (or portions thereof). Although Scholar Web Services will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Scholar Web Services cannot guarantee that such events will not occur and disclaims all liability resulting from or related to such events.

The service credit applies just to the particular part of the contracted Services. The Client shall not be entitled to any service credits under this SLA if any payment of the price for any Services is overdue. The service credit shall be made for the element of the Services that were not available; it will not be made for the whole of the Services. Any service credit entitlement is waived unless notified by the

Client to Scholar Web Services within 30 calendar days of the end of the month in which the entitlement arises, in writing.

The Client agrees the service credits due under this SLA are its sole remedy against Scholar Web Services for any non-availability of the Services. The parties acknowledge that each service credit is a genuine pre-estimate of the loss likely to be suffered by the Client and not a penalty.

9 INSURANCE OF COLOCATED EQUIPMENT

Scholar Web Services and the Client agree that Scholar Web Services' clients have a wide range of different value equipment, and it would be impractical for Scholar Web Services to assess the initial, depreciated or replacement capital value of the Colocated Equipment and to maintain insurance cover on behalf of the Client for it.

The Client will insure all Colocated Equipment against all risks (including fire, theft and flood) and such other insurance cover (including for consequential loss, loss of data and loss of profits cover) as may be appropriate for as long as such equipment is housed by or on premises used by Scholar Web Services. The Client shall give Scholar Web Services immediate notification of any claim concerning the Services which could be brought under its insurance policy accompanied by full details of the incident giving rise to the claim.

The Client agrees that Scholar Web Services will not be liable for any damage to the Colocated Equipment (or any act or omission relating to the Colocated Equipment (whether due to Scholar Web Services's negligence or otherwise), and that the Client uses the Services for or in connection with the Colocated Equipment at the Client's sole risk.

10 EXCESS POWER USAGE

The price for a Colocation Service includes a power commit ("Committed Power"). Where any rack or cabinet is exceeding the agreed Committed Power limit that has been contracted on the Service Schedule then Scholar Web Services reserves the right to make additional charges for usage above the limit at its then prevailing charge rate.