

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: CDC CO-LOCATION

DESCRIPTION

We provide per rack unit colocation options, up to 76kW, within CDC Data Centre's Tier 3 Hyper Scale Data Centres (TIA942B (2017) Tier 3 Telecommunications Infrastructure Standard for Datacentres).

INCLUSIONS	
Racks	Rack with 6.5kW of Infrastructure contribution included. <ul style="list-style-type: none"> • Base Cost for Space, Rack, 2 x 32A Metered PDUs, per rack infrastructure contribution and CDC Standard Inclusions (operations and Security). • Secure allocated racks (600 x 1200 x 48RU rack) with up to 6.5kW per rack average density
ADD-ONS	
Rack whitespace reservation	Rack whitespace reservation specifically for reserving rack capacity adjacent or non-adjacent to existing committed capacity
Network Services	One New Zealand shall provide to Client "Network Services" by entering into an executed Order Form.
Routine 'Remote Hands' Services (Business Hours – 8am to 5pm) Afterhours work 5pm-8am Monday to Friday and all-day Saturday - Sunday.	A range of low complexity activities such as ad-hoc backup tape changing and routine hardware related services, including: <ul style="list-style-type: none"> • Inventorying/labelling of equipment; • Visual equipment monitoring; • Tape media replacements; and • Simple/directed device changes. Minimum 2 Hour: Afterhours work is the standard rate multiply by 1.5. Hours are 5pm-8am Monday to Friday and all-day Saturday - Sunday.
Advanced 'Remote Hands' Services (Business Hours – 8am to 5pm) Afterhours work 5pm-8am Monday to Friday and all-day Saturday - Sunday.	A range of more complex activities such as device reboots and simple hardware related services, including: <ul style="list-style-type: none"> • Providing visual verifications to assist in remote troubleshooting • Inventorying/labelling of equipment • Assistance in the conference room and with AV equipment setup • Power cycling a router, server, and switch and soft-booting a server • Moving or securing a cable. Minimum 2 Hour: Afterhours work is the standard rate multiply by 1.5. Hours are 5pm-8am Monday to Friday and all-day Saturday - Sunday.

*Further catalogue services available on request

SERVICE CONDITIONS

1. INDEMNITY AND LIABILITY

- 1.1 You indemnify us against all damages, expenses, actions, claims, or demands in connection with the death of or injury to any person or damage to property caused by or contributed to by the installation, operation, testing, maintenance, repair, replacement, alteration, removal, disposal or otherwise of the Client Equipment.
- 1.2 You acknowledge and agree that:

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- (a) You will use the Licensed Area at its own risk; and
- (b) to the extent permitted by law, we do not provide any warranty or guarantee in relation to the performance or suitability of the Licensed Area for any purpose.

2. NO RIGHTS IN LAND

- 2.1 You agree nothing in this Agreement, or the Service Agreement Terms gives rise to an interest in any land (including the Land) in favor of you and you agree not to lodge a caveat against any title to land in connection with this Agreement or any Service Agreement.

3. OUT OF SCOPE

- 3.1 These Services do not include the supply of intra or inter rack fibre or copper communication cabling or a structured cable management system.
- 3.2 Install of equipment not included.

4. RIGHTS AND OBLIGATIONS OF CLIENT

- 4.1 The Client must comply with CDC's security arrangements.

5. MAINTENANCE

- 5.1 You are responsible for any damage to the Data Centre premises caused by your access or your use of the Services, excluding fair wear and tear.

6. CLIENT MUST NOT PREJUDICE INSURANCE

- 6.1 You must not do anything, or allow anything to be done, which might:
 - (a) lead to an increase in the cost of any insurance in respect of Data Centre or Land or to the refusal or reduction of a claim under that insurance, or to the cancellation or non-renewal of that insurance; or
 - (b) vitiates or render void or voidable any insurances, except with our prior written approval.

7. INSPECTION

- 7.1 We may inspect your equipment from time to time. We may take whatever measurements and operational checks we see fit to satisfy ourselves that you are complying with the Master Service Agreement and these Service Agreement Terms.

8. RELOCATION OF CLIENT EQUIPMENT

- 8.1 If the Data Centre operator wishes to alter, redevelop, or refurbish the Data Centre, we may require you to move your equipment or remove it from the Data Centre at your own cost. We will give you two months' notice of such requirement.

9. EARLY TERMINATION

- 9.1 We reserve the right to charge an early termination charge as set out in the commercial schedule.