

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: DATA CENTRE SERVICES – STANDARD COLOCATION

PART A – SERVICE & SITE DETAILS

1. INTRODUCTION

This document describes the services provided at One New Zealand's Data Centres.

One New Zealand's Data Centre Services offer you the option of locating your servers and network infrastructure in our Data Centres so you can ensure your business uptime, redundancy, security and Internet connectivity.

2. SERVICE OPTIONS

2. 1 Data Centre Services are available in three product types:

(a) Co-Location – a full, electronically locked rack which includes the following:

- 19" equipment rack
- 36RU of vacant server cabinet space
- 8 CAT5e UTP outlets
- 2 x 10-way 10-amp power strips (20 amps totals, A+B configuration)
- 2,000 watt power load
- 1,488 kWh monthly power allocation
- 3 x Site access security cards per customer.

(b) Co-Location Lite - one quarter of an electronically locked rack which includes the following:

- 19" equipment rack
- 8RU of vacant server cabinet space
- 2 CAT5e UTP outlets
- 2 x "A" & 2 x "B" diverse 240V/AC NZ 3pin sockets.
- 500 watt power load
- 372 kWh monthly power allocation
- 2 x Site access security cards per customer.

(c) Server Footprints (Albany Data Centre only) – for non-standard equipment that does not fit in a normal 19" equipment rack. Bracing, power cabling, and data cabling can be customised to suit customer requirements. Server Footprints include the following:

- 600mm x 1000mm (approximate) footprint
- No data or power cabling
- 2,000 watt power load
- 1,488 kWh monthly power allocation.

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2. 2 Standard monthly licence fee charges and installation charges apply for all Services. Additional charges apply for non-standard installation and equipment.

DATA CENTRE SITE DETAILS

Site contact and number for all Data Centre sites – Data Centre Operations:

- 0508 HOSTED
- 0508 467 833.

Site	Site Name	Street Address
1	Albany Data Centre	3a William Pickering Drive, North Harbour Industrial Estate, Albany
2	Hamilton Data Centre	Level B1, Tower Building, Ward Street
3	Avalon Data Centre	Level 2, TVNZ Avalon Studios, Percy Cameron Street, Lower Hutt

3. SITE DETAILS

Refer to the Pricing Schedule.

PART B – PRICING

You agree to pay the Charges set out in the Pricing Schedule.

PART C – SPECIFIC TERMS

4. DEFINITIONS

In this Service Description:

Business Hours means the hours between 8.30am and 5.30pm on Business Days.

Cabinet Space means our standard co-location cabinets located at the Data Centre Sites.

Data Centre Site means the One New Zealand Data Centre Site/s that we have agreed to provide you with Data Services at.

Facilities means those facilities set out in clause 5. 1.

Installation Charges means the amount that may be charged by us to you for the installation and preparation of Cabinet Space at the Data Centre Site. These charges do not include installation of Your Equipment.

Licence means a licence granted by us to you in accordance with clauses 6. 1 and 6. 2.

Location means such part of the Data Centre Site designated by us from time to time for the installation of Your Equipment.

Licence Charges means the monthly amount charged by us to you for the Licence.

Rack Space means the grant by us to you of a Licence to occupy space at the Data Centre Site.

Server Room means the room marked as the “Server Room” at the Data Centre Site.

Service means the One New Zealand Data Centre Services.

Your Equipment means your equipment to be installed at the Data Centre Site pursuant to this Service Description.

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5. SERVICES

5. 1 We will provide the following facilities at the Data Centre Site:
- (a) Free standing racks of the following dimensions: 2100 mm (h) x 600 mm (w) x 900 mm (d);
 - (b) Electronically lockable racks;
 - (c) Single phase un-interruptible power supply nominal 240V, 50Hz;
 - (d) Two separate building power feeds and an on-site emergency diesel generator;
 - (e) 20-minute battery backup in case of failure of the Facilities specified in 5. 1(d);
 - (f) Building management system covering electrical, mechanical, fire detection and water leakage;
 - (g) VESDA smoke detectors. We reserve the right to charge you for any call out costs resulting from any accidental or inappropriate setting off of this alarm;
 - (h) Gas fire suppression (Albany Data Centre facility only);
 - (i) Air conditioning designed to maintain a constant ambient temperature between 18-25 Degrees Celsius and a relative humidity of 40 to 60% in the under floor area of the Data Centre Site;
 - (j) Telecom main distribution frame (if required by the Customer); and
 - (k) 8 structural cabling outlets meeting category 5e standard for the termination of our local and international services onto Your Equipment.
5. 2 All Facilities provided by us to you in accordance with this Service Description shall remain the property of us.
5. 3 You will ensure that Your Equipment does not exceed the following environmental standards when purchasing the "Co-Location" option from One New Zealand:
- (a) power – 2,000 watts;
 - (b) heat dissipation – 6,828 BTU per hour; and
 - (c) weight – 400 Kg.
5. 4 You will ensure that Your Equipment does not exceed the following environmental standards when purchasing the "Colocation Lite" option from One New Zealand:
- (a) power – 500 watts;
 - (b) heat dissipation – 1,707 BTU per hour; and
 - (c) weight – 100 Kg.
5. 5 Any monthly power consumption exceeding the applicable kWh allocation specified in Part A clause 2. 1 (a) through (c) will be charged to you at the Additional Power Rate as specified in the Pricing Schedule.

6. GRANT OF LICENCE

6. 1 Subject to the terms of this Agreement, we agree to grant you a licence:
- (a) to install and keep Your Equipment installed in the Cabinet Space and to use the other Data Centre Services; and
 - (b) from time to time to enter the Site for the purpose of inspecting, repairing or maintaining Your Equipment.
6. 2 The rights granted by us to you under clause 6. 1, shall not give rise to any interest on your part in the Data Centre Site, at law or in equity.

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7. MAINTENANCE

- 7.1 We will not be responsible for maintaining Your Equipment.
- 7.2 The Cabinet Space and our equipment will be marked with our standard identification/coding system. You will not mark either the Cabinet Space or our equipment.
- 7.3 All interconnection of Your Equipment with our facilities will be carried out by us at your expense.

8. ADDITIONAL EQUIPMENT

- 8.1 Any request for the installation of additional equipment by you at the Data Centre Site will be made to us and will be subject to our acceptance (in our sole discretion) and will be on the terms of this Agreement.
- 8.2 Where acceptance of your request for installation of additional equipment in accordance with clause 8.1 involves the use of additional rack space in the Data Centre Site, we may charge an additional Installation Charge and increase the Licence Charges.

9. POWER AVAILABILITY GUARANTEE

- 9.1 We will endeavour to provide each month 100% power availability for each Data Centre Service:
 - (a) For AC power: where AC power is available to your Data Centre Services; or
 - (b) For DC power: only if DC power is available as a standard service option in the relevant Data Centre.

- 9.2 Power availability shall be calculated for each month as follows:

Availability =

$$\frac{\text{TH-EET-PU}}{\text{TH-EET}} \times 100$$

Where

TH = Total Hours in the relevant month

PU = Hours in the relevant month when power is unavailable to your Data Centre Service

EET = Hours in the relevant month when an Exclusion Event, as defined in clause 9.4, occurs

- 9.3 If there is power unavailable in a month, you are entitled to claim a rebate, calculated in accordance with the table below, according to the duration of the power unavailability.

Monthly Power Availability		Rebate (% of the Monthly Charge for the affected data centre service)
From (%)	To (%)	Not cumulative
99.99	100	0%
99.94	< 99.99	5%
99.87	< 99.94	10%
99.73	< 99.87	15%
99.59	< 99.73	20%
99.45	< 99.59	25%
99.31	< 99.45	30%
99.17	< 99.13	35%

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Monthly Power Availability		Rebate (% of the Monthly Charge for the affected data centre service)
99.03	< 99.17	40%
98.89	< 99.03	45%
< 98.89		50%

The rebate payable for a failure to meet the power availability guarantee is capped at 50% of the monthly charges under this service description.

9. 4 Exclusion Events

The events set out below are Exclusion Events for the purpose of calculation of any rebate:

- (a) if power is supplied by means of dual power feeds to your Data Centre Service and one power feed fails, an Exclusion Event will occur if the remaining feed continues to make power available to that Data Centre Service; or
- (b) an Exclusion Event will occur when any interruptions or service changes (including suspension of the service by us under this Agreement) agreed between us and you happen;

10. RELOCATION

- 10. 1 Subject to clause 10. 3, we will have the right exercisable on not less than three months' prior written notice to you, from time to time to require Your Equipment to be moved from the Location and to be installed in some other part of the Data Centre Site (such new space shall from then on be the "Location"). Subject to clause 10. 2, all costs and expenses arising in connection with any such relocation of Your Equipment shall be borne by us.
- 10. 2 If additional rack space is required under clause 8. 2 we may relocate all Your Equipment to enable all such equipment to be in the same areas of the Data Centre Site. All costs and expenses arising in connection with such relocation shall be borne by you and shall be as set out in any variation to this Service Description.
- 10. 3 Without prejudice to our rights pursuant to clause 10. 1 above, we will use reasonable endeavours to consult with you prior to any such relocation and to agree the timing and manner of such relocation to ensure minimum disruption to the operation of Your Equipment.

11. INSURANCE

- 11. 1 Your Equipment will at all times be at your risk and you will be responsible for insuring Your Equipment against all risks including without limitation, fire, theft and flood. Except as expressly provided in this Agreement, we will have no liability to you for any loss or damage to Your Equipment occurring while it is stored in the Data Centre Site or otherwise.
- 11. 2 You will at your cost keep in full force and effect a public liability insurance policy with a reputable insurer covering all liabilities to third parties arising from or in connection with your occupation or use of or access to the Data Centre Site. The minimum cover of public risk shall be not less than \$5,000,000 arising out of one single accident or event. We may at any time require a certificate from your insurer confirming the existence and terms of such a policy.

12. INTELLECTUAL PROPERTY RIGHTS

- 12. 1 You will indemnify us and keep us fully and effectively indemnified against all costs, claims, demands, losses, damages, expenses and liabilities of whatsoever nature including, without limitation, reasonable legal fees suffered or incurred by us in connection with any claim that the use or possession of Your Equipment or any computer programs used in connection with Your Equipment infringes the intellectual property rights, (which term shall include, without limitation, any patent, copyright, design right, registered design, trade mark or service mark) of any third party.

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13. TERMINATION

- 13.1 Upon termination of any Licence you will forthwith make arrangements (at your own costs) to remove Your Equipment from the Data Centre Site at a time to be agreed with us provided that we will have a lien over Your Equipment to secure all sums due to us hereunder and you will not be entitled to remove Your Equipment until all such sums have been paid.
- 13.2 If you fail to remove Your Equipment from the Data Centre Site in accordance with the provisions of clause 13.1 we may as your agent, sell Your Equipment and you indemnify us against any liability incurred by us to any third party with respect to Your Equipment. We will be entitled to retain the proceeds of sale unless legally claimed by you within 90 days of termination.
- 13.3 If at your request, we have customised the equipment racks in the Data Centre, you agree to pay our costs (on a time and materials basis), to reinstate those racks to their original condition at the end of the term of the Service.

14. YOUR OBLIGATIONS

- 14.1 You undertake:
 - (a) Not to replace Your Equipment or to make any modification, alteration or connection to the same other than by prior agreement in writing with us (which agreement shall not be unreasonably withheld or delayed) nor to make any disconnection from it otherwise than in accordance with such terms and conditions as we shall from time to time advise;
 - (b) Not in the exercise or purported exercise of the rights hereby granted to cause any injury or damage to, in the case of equipment, interference with, any person or property including (without limitation) the Data Centre Site and any equipment owned by third parties or us which may from time to time be located therein;
 - (c) To indemnify us and keep us fully and effectively indemnified in respect of any injury or damage, and in the case of equipment, interference caused to any person or property as aforesaid by Your Equipment or in the exercise or purported exercise by you, your employees, agents and sub-contractors of the rights hereby granted irrespective of how such injury or damage arises, provided that you will have no liability under this clause 14.1(c) to the extent that such injury or damage is solely attributable to the negligence of us our employees, agents and subcontractors;
 - (d) That where any interference occurs between Your Equipment and the equipment of a third party, we will resolve and you will comply with any direction of ours in this respect;
 - (e) Subject to clause 13.2 on the expiry or termination of any Licence to remove Your Equipment from the Data Centre Site and to pay any and all reasonable costs incurred by us in or about the disconnection and removal of Your Equipment;
 - (f) Where appropriate to ensure that all Your Equipment has all necessary or desirable approvals or permits and complies with all relevant standards or regulatory requirements, including without limitation compliance labelling requirements;
 - (g) Not to allow a third party to either access the Data Centre Site or use the Location in any manner, without our prior written consent;
 - (h) Not to access under the raised floor in the Data Centre Site. If you breach this obligation we may terminate this Agreement immediately on giving you notice;
 - (i) To remove all rubbish and any other debris in and around the Location and to keep and maintain the Location in a clean and tidy state. If you fail to comply with this obligation, we may remove such rubbish and debris at your cost;
 - (j) Not to access the Server Room. If you require access to the Server Room you will do so with a One New Zealand employee or approved One New Zealand Data Centre contractor; and
 - (k) Not to run your own cables under the floor in the Data Centre Site. If you require any additional cabling under the floor, you will use at your cost, one of our approved contractors for the Data Centre site.

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15. SECURITY SWIPE CARDS

- 15.1 You will be entitled to up to three security swipe cards to access the Data Centre Site. The cards will be issued in the names of three individuals nominated by you. No one other than the three nominated individuals will be entitled to access the Data Centre Site. The nominated individuals must wear our supplied identification badges at all times while on the Data Centre Site and present the badges if requested to do so by us. You will use all reasonable endeavours to ensure that the cards are not lost or misplaced. If any cards are lost you must notify us immediately.