



Supplementary terms and conditions for the supply of Co-Location Services

The Services set out in these Supplementary Terms shall be supplied by Holistic IT to the Client on the terms and conditions set out in Holistic IT's General Terms and Conditions and the terms and conditions of these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Cabinet' means the rack space made available by Holistic IT, as set out on the Order.
- 1.2 'Co-Location Services' means the supply of one or more Cabinets, network interconnections, electrical supply and environmental services in Holistic IT's Data Centre.
- 1.3 'Contracted Power Usage' means the maximum electrical current limit that is set out on the Order.
- 1.4 'Data Centre' means the relevant Holistic IT facility built to securely house IT computing systems including Cabinets which house the Client's Equipment.
- 1.5 'Downtime' means any period during which the Co-Location Service is not available.
- 1.6 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Holistic IT is unable to provide prior notice of.
- 1.7 'End User' means a user of the Services subscribed to by the Client.
- 1.8 'Equipment' means Client-owned equipment that is to be located within the Cabinet, including rack-mountable servers, firewalls, hard disk arrays local area network equipment, power leads and cables.
- 1.9 'Hours of Cover' means the hours of cover set out in the Service Schedule, unless amended on the Order.
- 1.10 'Planned Maintenance' means any period of maintenance for which Holistic IT has provided prior notice.
- 1.11 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.12 'Response' means Holistic IT's initial response to a request for assistance, but not necessarily a final fix to the associated Incident.
- 1.13 'Services' means Co-Location Services and Service Desk.
- 1.14 'Service Desk' means Holistic IT's dedicated team of support specialists.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on acceptance of the Client's Order by Holistic IT and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 Unless terminated by either party in accordance with clause 9 hereof, this Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. The duration of the Additional Term shall be thirty days, unless otherwise set out on the Order.
- 2.3 Holistic IT shall, not less than thirty days prior to the end of the Minimum Term or any anniversary of thereafter, notify the Client of changes to charges and any other changes to the terms of this Agreement. In the event that:

- 2.3.1 The Client serves notice to terminate this Agreement in accordance with clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or Additional Term thereafter;
- 2.3.2 The Client notifies Holistic IT of acceptance of changes, the Agreement shall continue in force for an Additional Term;
- 2.3.3 The Client fails to notify Holistic IT of acceptance of changes and fails to serve notice to terminate, such failure to notify Holistic IT shall imply that the changes have been accepted and the Agreement shall continue in force for an Additional Term.

3. PROVISION OF SERVICES

3.1 The Services that are provided to the Client by Holistic IT under the terms of this Agreement includes:

- 3.1.1 Provision of Cabinet space;
- 3.1.2 Physical security;
- 3.1.3 Power and environmental control;
- 3.1.4 Access to the Public Internet;
- 3.1.5 Provision of Remote Hands support;
- 3.1.6 Provision of a Service Desk;
- 3.1.7 Access to the Equipment within the Cabinet;

The Service Components listed above are fully described in the Service Schedule.

- 3.2 Holistic IT grants a non-exclusive licence to the Client for the use of one or more Cabinets in its Data Centre in accordance with the specification set out on the Order for the purpose of placement of Equipment.
- 3.3 For the avoidance of doubt, the supply of external network connections to the Equipment that is located in the Cabinet, save access to the Public Internet is not covered by the terms of this Agreement.
- 3.4 Holistic IT shall use reasonable endeavours to provide the Services to the Client from the RFS Date. Holistic IT shall use reasonable endeavours to provide Service Components which make up the Co-Location Services twenty-four hours per day, subject to the limitations expressed in this Agreement.
- 3.5 The Client acknowledges that the RFS Date shall not be dependent on any planned migration onto the relevant Services or when the Client commences using the Services.
- 3.6 During the term of this Agreement, Holistic IT shall be entitled to:
 - 3.6.1 Change the technical specification of the Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Services;
 - 3.6.2 Make alterations to the Co-Location Services: Such alterations may result in temporary disruption to the Services and Holistic IT will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.7 Holistic IT cannot guarantee and does not warrant that the Co-Location Services will be free from interruptions, including interruption of the Services for operational reasons and temporary degradation of the quality of the Services.
- 3.8 The Services shall be delivered 'as is' without any warranty or representation by Holistic IT as to the fitness for the Client's intended purpose.

4. ACCEPTABLE USE

- 4.1 The Client agrees to use the Services in accordance with the provisions of this Agreement, any relevant Service literature and all other reasonable instructions issued by Holistic IT from time to time.

- 4.2 The Client agrees to ensure that Equipment that is co-located in Holistic IT's Data Centre shall not be used by its End Users to:
- 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
 - 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
 - 4.2.3 Send or knowingly receive data in such a way or amount so as to adversely affect the network (or any part thereof) which underpins the Services, its suppliers or third parties;
 - 4.2.4 Carry out any fraudulent, criminal or otherwise illegal activity;
 - 4.2.5 Obtain access to restricted areas of the network, data, systems or services;
 - 4.2.6 In any manner which in Holistic IT's reasonable opinion brings Holistic IT's name into disrepute;
 - 4.2.7 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
 - 4.2.8 Act in any way which threatens the security or integrity of any computer system;
 - 4.2.9 Violate general standards of internet use, including denial of service attacks, web page defacement and port or number scanning;
 - 4.2.10 Connect to the Equipment insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of our network or any other third-party system;
 - 4.2.11 Send email to anyone who does not wish to receive it.
 - 4.2.12 Operate, host, provide hosting facilities to or assist in any way any web site, email address, or any other online service which is advertised or promoted by means of unsolicited bulk email (whether commercial or informational), any mass messaging facility or any other form of abusive electronic communication. This prohibition applies whether the abusive communication takes place using Equipment Holistic IT's Services, or otherwise. Clients who are hosting providers in particular should take care to ensure that their own acceptable use policy includes a prohibition of services advertising to unsolicited email recipients, since Holistic IT shall be entitled to immediately suspend the Co-Location Service if such services are drawn to its attention.
- 4.3 The Client acknowledges that it responsible for all data and/or traffic originating from the Equipment that is hosted by Holistic IT.
- 4.4 The Client agrees to immediately disconnect (and subsequently secure prior to reconnection) machines generating data and/or traffic which contravenes this Agreement upon becoming aware of the same and/or once notified of such activity by Holistic IT.
- 4.5 The Client acknowledges that it is solely responsible for its / its End User's use of the Public Internet.
- 4.6 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify Holistic IT against all third-party claims that arise out of the Client's breach of this clause 4.

5. CLIENT'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by Holistic IT of its obligations hereunder, the Client shall:

- 5.1 Pay all additional charges levied by Holistic IT, including but not limited to those arising from usage-based components of the service.

- 5.2 Maintain the Cabinet in an orderly and safe fashion and comply with all applicable regulations (including the Health and Safety at Work Act 1974).
- 5.3 Not to interfere with part of the Data Centre or any other party's use of the Data Centre.
- 5.4 Not take any action that causes the imposition of an encumbrance on the Data Centre.
- 5.5 Not to exceed the Contracted Power Usage as set out on the Order.
- 5.6 Procure and maintain insurance coverage in respect of:
 - 5.6.1 Public Liability and in an amount not less than one million pounds per occurrence of damage caused by its employees or subcontractors during physical access the Data Centre;
 - 5.6.2 All risks in relation to the Equipment and data stored thereupon.
- 5.7 Be solely responsible for the backup of all data stored on the Equipment.
- 5.8 Be solely responsible for the security of Equipment that is connected to the Public Internet, including the configuration of firewalls and anti-virus software.
- 5.9 Comply with Holistic IT's site access procedures which are set out in clause 12.
- 5.10 Be solely responsible for ensuring compliance with the terms of licence of any software that it supplies for use with the Services.

6. HOLISTIC IT'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, Holistic IT shall:

- 6.1 Provide the Services set out in the Service Schedule to these Supplementary Terms, subject to any service limitations set out in the Order or these Supplementary Terms and its Service Schedule.
- 6.2 Maintain in good condition the fabric, security, power supplies (including maintaining backup power supplies) and environmental systems that are required for the operation of the Data Centre.
- 6.3 Respond to Incident reports made by the Client and make reasonable endeavours to repair any fault that is within the Services or directly caused by Holistic IT, its employees, agents, subcontractors or suppliers:
- 6.4 Notify the Client when it becomes aware of the RFS Date, and shall immediately notify the Client of any subsequent change thereto.
- 6.5 Make reasonable endeavours to provide the Services by the RFS Date.
- 6.6 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons Holistic IT may place on the Co-Location Services.
- 6.7 Permit and facilitate the Client's access to the Equipment for the purposes of installation, maintenance, repair, assessment or inspection, subject to the terms of clause 12.

7. Clause Intentionally Unused

8. GENERAL

- 8.1 The Client acknowledges that save the Client's own Equipment, it shall not acquire any title to the Data Centre or equipment therein.
- 8.2 The Client shall only be entitled to install Equipment that has been approved in writing by Holistic IT (such approval not to be unreasonably delayed or withheld) in the Cabinet.
- 8.3 The Client agrees to ensure that the Equipment is safe and conforms at all times with all applicable laws and regulations, manufacturer's recommendations and any reasonable environmental and operating requirements specified by Holistic IT.
- 8.4 The Client acknowledges that IP addresses allocated under the terms of this agreement shall only be allocated for the duration of this Agreement, and shall remain Holistic IT's property at all times; and

- 8.4.1 It is the Client's responsibility to ensure that allocated IP addresses are used; unused addresses will be removed from Holistic IT's network.
- 8.5 Holistic IT may perform Planned Maintenance that may limit the availability of the Equipment. Holistic IT will provide the Client with reasonable prior notice of any Planned Maintenance:
 - 8.5.1 Holistic IT shall use reasonable endeavours to minimise the impact of such Planned Maintenance; and
 - 8.5.2 Any suspension to the availability of the Equipment resulting from such Planned Maintenance shall not be deemed a breach of Holistic IT's obligations under the terms of this Agreement.
- 8.6 Holistic IT may perform Emergency Maintenance that may limit the availability of the Equipment at any time. Holistic IT will provide the Client with as much prior notice of any Emergency Maintenance as reasonably possible:
 - 8.6.1 Holistic IT shall use reasonable endeavours to minimise the impact of such Emergency Maintenance; and
 - 8.6.2 Any suspension to the availability of the Equipment resulting from such Emergency Maintenance shall not be deemed a breach of Holistic IT's obligations under the terms of this Agreement.
- 8.7 Holistic IT shall be entitled, upon not less than one month's written notice and at its own expense to move the Client's Equipment to a different location within the Data Centre or to an alternative Data Centre. The Client shall be responsible for:
 - 8.7.1 Making any backups that the Client deems necessary;
 - 8.7.2 Ensuring the timely shut down of all applications that are running on the Equipment;
 - 8.7.3 Disconnecting the Equipment from power outlets and network service connections;
 - 8.7.4 Reconnecting power and network service connections;
 - 8.7.5 Power up of the Equipment.
- 8.8 If the Equipment exceeds the Contracted Power Usage, in the first instance Holistic IT shall notify the Client of such; and the Client agrees that on such notification it shall promptly either:
 - 8.8.1 Reduce the amount of Equipment in the Cabinet; or
 - 8.8.2 Request Holistic IT to supply an additional Cabinet and upon Holistic IT's agreement to do the same relocate some of the Equipment into the new Cabinet.
- 8.9 Holistic IT shall be entitled to install appropriate equipment or instruct the Client to install appropriate equipment to prevent violations of clause 4 of this Agreement.

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
 - 9.1.1 By either party by giving the other not less than thirty days' notice in writing to terminate at the end of the Minimum Term or at the end of any Additional Term thereafter;
 - 9.1.2 By the Client giving thirty days' notice in writing in the event that Holistic IT makes changes to the terms of this Agreement which are to the detriment of the Client (for the avoidance of doubt, not including changes to charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change(s).
- 9.2 The Client shall, within thirty days of the termination of this Agreement, remove all of the Equipment from the Data Centre. If the Client fails to remove such Equipment within thirty days, Holistic IT shall:
 - 9.2.1 Remove the Equipment to safe storage;
 - 9.2.2 Charge the Client for the removal;

- 9.2.3 Charge the Client at its prevailing rate for the storage of the Equipment until such time as the Client removes such Equipment.

10. CHARGES AND PAYMENT

- 10.1 The Charges will comprise:
- 10.1.1 Setup Charges, including:
 - a) Installation Charges;
 - b) One-off setup Charges.
 - 10.1.2 Recurring Charges for the supply of the Services;
 - 10.1.3 Additional, Client-incurred Charges, including:
 - a) Excess power usage Charges;
 - b) Charges for data transfer in excess of the monthly data transfer allowance (if set out on the Order);
 - c) Remote hands support in excess of the monthly allowance.
- 10.2 In general, invoices for set-up Charges shall be raised by Holistic IT immediately following the acceptance of the Order, invoices for recurring Charges shall be raised in advance of the relevant period and invoices for usage-based Charges during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 10.3 Except in the case of demonstrable error, all charges will be calculated in accordance with data collected by or on behalf of Holistic IT.
- 10.4 The Client acknowledges that the charges for the Minimum Term are calculated by Holistic IT in consideration inter alia of the setup costs to be incurred by Holistic IT and the length of the Minimum Term offered.
- 10.5 The Client agrees that the Client shall be liable for termination charges in the event that this Agreement is terminated by:
- 10.5.1 The Client terminating this Agreement at convenience prior to the end of the Minimum Term or Additional Term, whereupon the Client shall be liable for the fixed periodic charges payable for the remainder of the current term plus any additional costs levied on Holistic IT by its supplier;
 - 10.5.2 Holistic IT terminating this Agreement prior to the end of the Minimum Term or Additional Term by reason of the Client's un-remedied breach of the terms of this Agreement, whereupon the Client shall be liable for the fixed periodic charges payable for the remainder of the current term plus any additional costs levied on Holistic IT by its supplier;
- 10.6 The Client shall not be liable for termination charges in the event that this Agreement is terminated by:
- 10.6.1 The Client at the end of the Minimum Term or end of any Additional Term thereafter PROVIDED THAT the Client properly serves written notice to terminate, in accordance with clause 9 of these Supplementary Terms;
 - 10.6.2 The Client or Holistic IT at any time in the event that Holistic IT can no longer provide the Services or part thereof;
 - 10.6.3 The Client by reason of Holistic IT's un-remedied breach of the terms of this Agreement;
 - 10.6.4 The Client in the event that Holistic IT makes changes to the Services which materially adversely affect the Client;
 - 10.6.5 The Client in the event that Holistic IT makes changes the terms of this Agreement which are materially disadvantageous to the Client PROVIDED THAT the Client complies with the provisions of sub-clause 9.1.2 of these Supplementary Terms.

- 10.7 In addition to the provisions of sub-clause 9.6 of the General Terms and Conditions, in the event that the Client fails to pay Holistic IT's invoice ('Unpaid Charges'), Holistic IT shall be entitled to take a general and particular lien over the Client's Equipment for all Unpaid Charges and in the event of termination of this agreement, howsoever caused, shall be entitled to exercise its lien on written notice to the Client; and
- 10.7.1 If thirty days after written notice the Client has failed to pay the Unpaid Charges, Holistic IT shall be entitled to sell the Client's Equipment and once the sale has taken place, Holistic IT shall be liable to account to the Client for the proceeds of sale, less the Unpaid Charges and any costs of sale incurred.
- 10.7.2 If, on termination of this Agreement, in the reasonable opinion of Holistic IT, the Client does not leave the Cabinet in a condition that is suitable for use by a new tenant, Holistic IT shall be entitled to charge the Client for any work required to return the Cabinet to a suitable condition.

11. LIMITATIONS AND EXCLUSIONS

- 11.1 In addition to the terms set out in clause 12 of the General Terms and Conditions, Holistic IT shall also be entitled to suspend the provision of Services, in whole or part, without notice due to:
- 11.1.1 Emergency maintenance or other emergency operational reason;
- 11.1.2 Holistic IT is required by governmental, emergency service, regulatory body or other competent authority to suspend Services;
- 11.2 The Co-Location Service includes direct access to the Public Internet from the Data Centre but does not include access from the Client's site to the Public Internet.
- 11.3 Holistic IT shall also be entitled to suspend the Services for the purpose of carrying out planned maintenance or upgrades, subject to reasonable notice. Holistic IT shall use reasonable endeavours to minimise the frequency and extent of such planned maintenance or upgrades.
- 11.4 The use by the Client of Wi-Fi network connectivity locally within the Cabinet is not permitted under the terms of this Agreement.
- 11.5 Whilst Holistic IT will monitor its own Data Centre infrastructure (including power and network), it shall not provide monitoring of the Client's Equipment.
- 11.6 Holistic IT is not required to install the Equipment under the terms of this Agreement.

12. ACCESS TO EQUIPMENT

- 12.1 The Client agrees to provide Holistic IT with as much written notice (e-mail is acceptable) as is reasonably possible when access to the Equipment is required, such notice shall not be less than thirty hours in advance of the required access time unless Holistic IT agrees that exceptional circumstances justify more immediate access. The notice must provide:
- 12.1.1 Client representative ('Visitor') name(s);
- 12.1.2 Visitor job title;
- 12.1.3 Visitor email address;
- 12.1.4 Visitor's mobile and fixed line (DDI) telephone number;
- 12.1.5 Reason for visit;
- 12.1.6 Vehicle registration number(s);
- 12.1.7 Visit date and time;
- 12.1.8 Hours required on site;
- 12.1.9 Whether Equipment will be installed or removed;
- 12.1.10 Any other information reasonably requested by Holistic IT.

- 12.2 Provided that access is approved, Holistic IT will issue, by email, an access request form ('Access Request').
- 12.3 Holistic IT shall be entitled, on reasonable grounds to refuse any person entry to the Data Centre and/or to request any person to leave the Data Centre at any time; and
 - 12.3.1 Holistic IT will not be liable for the consequences of any refusal or delay by Holistic IT to permit entry or of any request by Holistic IT for a person to leave the Data Centre where such decision or delay has been made on reasonable grounds.
- 12.4 Access to the Data Centre is conditional upon the Visitor:
 - 12.4.1 Presenting the Access Request and photographic ID, which may be a passport or appropriate driving licence, on arrival at the Data Centre;
 - 12.4.2 Being accompanied throughout the visit by an agent of Holistic IT;
 - 12.4.3 Complying with all Data Centre access rules, instructions and procedures in force and notified to the Client's representative on arrival at the Data Centre.

Service Schedule

The following Service Schedule sets out all of the Services that are provided by Holistic IT under the terms of this Agreement.

1. Security and Resilience

1.1 Data Centre security and resilience features include:

- ISO27001 accredited
- Redundant networking option, as set out on the Order
- 24 x 7 monitoring of the network and infrastructure
- 24 x 7 CCTV surveillance
- Security-controlled access to co-location halls
- Power – amperage and redundancy options per Cabinet, as set out on the Order
- UPS and diesel backup generator
- Fully redundant air conditioning system
- Fire detection with full-flood fire suppression

2. Direct Internet Access

Direct access to the Public Internet will be provided either:

- At the bandwidth set out on the Order; or
- The monthly data transfer allowance set out on the Order

3. Service Desk

Subject to fair usage, there are no restrictions on the number of Incidents that the Client can raise with Holistic IT's Service Desk. The Service Desk provides support and assistance in the use of the Co-Location Services, including the following:

- Management of the prompt resolution of Incidents within the IT Equipment that are identified by the Client
- Provision of help and guidance in the use and configuration of the Co-Location Services
- Remote access to facilitate Incident resolution if possible and appropriate
- Escalation management if required in the event of protracted Incident resolution
- Equipment re-boots (within two hours of request)
- Third-party escalations and management

3.1.1 The Service Desk is available during the Hours of Cover: 8.30am to 5.30pm Monday to Friday excluding bank and public holidays.

3.1.2 The Client can make requests for assistance by one of the following methods:

- By Telephone to Holistic IT's Service Desk – 01302 23 50 52
- By Email to Holistic IT's Service Desk – service.desk@holistic.it

4. Equipment Build and Installation

4.1 Equipment build, installation into the Cabinet and network connectivity may be carried out by either:

- The Client, working at the Data Centre; or

- If set out on the Order, by Holistic IT. Holistic IT will assign an engineer who will liaise with the Client throughout to build process and who will provide to the Client a Cabinet and network diagram which will illustrate the layout and cable labelling format.

5. Remote Hands Support

In response to specific requests by the Client, with a minimum of forty eight hours' notice, Holistic IT will make available an engineer during the Working Day, for the purposes of:

- Equipment re-boots
- Checking Equipment status, including warning lights
- Simple console access and liaison with the Client
- Connection or removal of external hard disks or other storage media
- Replacement PSUs, NICs, HDDs (Client-supplied)
- This service will be provided free of charge for the first hour in any one month (unused time will not carry over), and is chargeable at Holistic IT's prevailing rates thereafter

6. Service Level Agreement

6.1 Holistic IT's target availability for each Cabinet is:

- For single power fed Cabinets – 99.9%
- For dual power fed Cabinets – 100%

6.2 Holistic IT's target availability for Public Internet access is 99.8%;

6.3 The availability targets exclude Downtime that results from:

- Planned Maintenance
- Events that are beyond the control of Holistic IT

6.4 Holistic IT aims to meet the following target Response and resolution times:

| Priority | Low | Medium | High | Critical |
|-------------------|--|--|---|---|
| Severity | No hindrance to the Client's work | Interruption to the Client's work | Interruption to critical processes affecting individual End Users or small group of End Users | Interruption to critical processes affecting several End Users or entire business units |
| Urgency | Immediate resolution is not needed by the Client | Immediate resolution is not needed by the Client | Immediate resolution is needed by the Client | Immediate resolution is needed by the Client |
| Response Target | 8 Working Hours | 4 Working Hours | 2 Working Hours | Within 1 Working Hour |
| Resolution Target | Reasonable Endeavours | | | |

6.5 Overall, Holistic IT shall aim to achieve a minimum 90% of the targets in paragraph 6.4.

6.6 Failure by Holistic IT to achieve the targets set out in this paragraph 6 shall not be deemed to be a breach of this Agreement.

7. Complaint Handling

- 7.1 If dissatisfied with any Services-related matter, the Client should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

| Escalation Level | Role | Contact Details |
|------------------|-----------------------|-----------------|
| 1 | Service Desk | 01302 23 50 52 |
| 2 | Named Account Manager | 01302 23 50 50 |
| 3 | Technical Manager | 01302 23 50 50 |
| 3 | Director | 01302 23 50 50 |

- 7.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.