

## 1 DEFINITIONS

These Specific Terms and Conditions are to be read in conjunction with our [General Terms and Conditions of Supply](#). All definitions contained within these Specific Terms and Conditions have the same meaning as those set out in the General Terms and Conditions of Supply unless specified below in which case they will have the meaning specified below:

“**Colocation Services**” means the provision of an allocation of physical space, and access to an allocation of power, provided within a Data Centre;

“**Colocation Suite**” means a room within a Data Centre within which the Colocation Services are provided;

“**Commencement Date**” means the date upon which the provision of Colocation Services will begin;

“**Customer Order Form**” means the order form for the supply by us of the Equipment and/or Colocation Services, completed by, or in accordance with an order from, you;

“**Customer Service Manual**” means the document provided to you by us and which includes procedures on how to contact us throughout the Service Period together with the Data Centre Acceptable Use Policy and relevant Health and Safety Regulations;

“**Data Centre**” means a building in which a Colocation Suite is situated, whether owned by us or a third party;

“**Dedicated Rack**” means a Rack that is provided for the sole use of one customer and shall only contain the Customers Equipment and our equipment that is required to provide the Colocation Services to you;

“**Equipment**” means any computer or computer related equipment or hardware supplied by you for use with the Colocation Services;

“**Minimum Cancellation Notice Period**” means the minimum period of notice that you must give us to terminate a specific Colocation Service or this Agreement, as set out in Clause 11;

“**Minimum Service Period**” means the minimum service period as defined in Clause 4;

“**Network Connection**” means the single Ethernet cable provided as part of the Colocation Service to enable your Equipment to connect to the Internet;

“**Rack**” means the physical chassis, frame or cabinet which will house your Equipment;

“**Shared Rack**” means a Rack that is provided to house multiple, different customers’ equipment and is not for the sole use of any single customer;

“**Service Level Agreement**” or “**SLA**” means the service level agreement relating to the Colocation and Network Connection Service that describes the service levels to be met by us together with the remedies available to you for failure to meet such service levels;

“**Service Period**” means the period of an individual Service provided in accordance with this Agreement;

“System” means any part of any hardware or software component owned and provided by us in order to provide Colocation Services;

“Third Party” means any person not in permanent employment of either Zen Internet or the Customer;

“Zen Internet / we / us” means Zen Internet Limited (Company Registration Number 03101568) of Sandbrook Park, Sandbrook Way, Rochdale, Lancashire OL11 1RY.

## 2 THE SERVICES

**2.1** The Colocation Services to which these Specific Terms and Conditions relate provide an allocation of space within a Shared or Dedicated Rack for your Equipment, within one of our secure Colocation Suites. A high-speed Network Connection to our core network is also provided. Our range of Colocation services are outlined in more detail at <http://www.zen.co.uk/hosting>

**2.2** You can place your order for the Colocation and Network Connection Service by completing and sending us a completed order form (sent to you pursuant to acceptance of a quotation supplied by us) by post or by fax to the address or fax number set out on our Web site.

**2.3** We shall allocate a range of Internet Protocol (IP) addresses for use by you for machines on your network for the duration of this Agreement. It will be your responsibility to connect the Equipment to, and to configure your machines on, your own network.

**2.4** We will provide you with transit and routing services for e-mail and general Internet access. We will (in consideration of the Charges) deliver IP packets to your network boundary only and will not be, or be held, responsible for, the transit, routing and delivery of IP packets to individual workstations on your network.

**2.5** We will use our reasonable endeavours to ensure that the Colocation Services are provided with reasonable skill and care and in accordance with industry standards. In order to maintain the quality and safety of the Colocation Services, and any other services which we provide to our customers, we may from time to time:

- a) suspend, close down or restrict the whole or any part of the Colocation Services in order to carry out emergency or other repairs, maintenance and/or improvements or to prevent overload of the network or to preserve the safety, security or integrity of the Colocation Services and any Internet traffic conveyed (although we will give you as much notice as is reasonably practicable before doing so and will use our reasonable endeavours to carry out such works during the relevant scheduled maintenance periods as published by us); and/or
- b) give you instructions on how to use the Colocation Services. You agree to comply with any instructions we may give you in accordance with this Clause.

## 3 SERVICE LEVELS

**3.1** We shall provide the Colocation Services in accordance with the Customer Service Manual, our General Terms and Conditions of Supply, these Specific Terms and Conditions and the applicable Service Level Agreement (as specified on the Customer Order Form).

## **4 SERVICE PERIOD**

**4.1** We will use our reasonable endeavours to activate the Colocation Services, as soon as possible. However, all dates are estimates and we cannot guarantee that they will be met.

**4.2** Unless otherwise terminated or suspended in accordance with this Agreement the Colocation Services shall be provided for the Minimum Service Period from the date of activation. The Minimum Service Period shall be the greater of 12 months or the period set out in the Customer Order Form.

**4.3** On expiry of the periods referred to in Clause 4.2 above (as appropriate) the Colocation Services will, unless terminated on or before the date of such expiry, automatically renew until terminated pursuant to this Agreement or until a new contract term is agreed between us and you.

## **5 CHARGES**

**5.1** Except as otherwise provided in the Agreement, all Charges and other sums due from you in respect of the Colocation Services shall be set out in the Customer Order Form and/or the invoice relating to such Colocation Services.

**5.2** Notwithstanding clause 5.1, we reserve the right to, acting reasonably, review your rental fees in respect of rising utility costs incurred by us, where you are outside of the Minimum Colocation Service Period. Any increase in rental fees will be notified to you and charged from the start of the first service period following the date of the notification.

**5.3** You shall pay the Charges (without any set off or deduction of any kind) on either a monthly, quarterly or annual basis as stated in the Customer Order Form and/or the invoice referred to at Clause 5.1 above. For the avoidance of doubt, the Charges shall commence from the date the order is placed for service to enter a work-in-progress state.

**5.4** All amounts payable by you in accordance with the Agreement shall be exclusive of Value Added Tax ("VAT"), or any other applicable tax or duty, which shall be payable in addition to all such amounts due from you.

**5.5** Where you have a 30 day credit account, we will send you a VAT invoice following completion of the provision of the Colocation Services. Where you have no credit facility, we will send you a VAT receipt following receipt by us of your payment.

**5.6** You agree that you will notify us as soon as possible of any change in your credit/debit card or bank account details. Should you terminate the Colocation Services in accordance with this Agreement, it is your responsibility to terminate any standing order with your bank.

## **6 YOUR OBLIGATIONS**

- 6.1** The Equipment shall be at your risk at all times and you shall be responsible for insuring the Equipment against all risks. You shall also effect and maintain insurance for public liability, material damage and business interruption cover from the Commencement Date until such date as is necessary to ensure that insurance is provided for all of your liabilities arising under this Agreement and which would usually be covered under such policies irrespective of when any claim in relation to any such liability is made. Such insurance shall be maintained with a reputable insurer and will include a waiver of subrogation in favour of us and/or the data centre operator and you shall produce on demand for inspection by us and/or the data centre operator adequate proof of such insurance.
- 6.2** You shall provide all necessary access to Equipment, information, facilities and authorisations necessary to enable us to fulfil our obligations under the agreement where appropriate and shall provide such cooperation as we may reasonably require in connection with the Colocation Services.
- 6.3** You shall provide us with all relevant user manuals, software and access code(s) and other documentation necessary for us to provide the Colocation Services.
- 6.4** You shall not be permitted to connect any of the Equipment to, or disconnect any of it from, the System in any of our Colocation Suites without, in each and every case, our prior written.
- 6.5** You agree that you and your employees, sub-contractors and agents shall not examine or interfere with the System or any other equipment in any of our Colocation Suites.
- 6.6** You agree that you will procure that in so far as a user or Third Party has access to or use of the Colocation Services, such user or Third Party will comply with all the terms and obligations under this Agreement, save for the obligations in relation to payment, as if such Third Party user was a party to this Agreement.
- 6.7** You agree not to do any act or thing which shall be a breach of any lease, licence or agreement, legislation (including but not limited to all relevant Health and Safety regulations), regulation or order or otherwise affecting the use of any of our Colocation Suites or provision of the Colocation Services and/or use of the Equipment and shall procure that all individuals at any of our Colocation Suites on your authority or at your invitation abide by all rules and regulations notified to you by us from time to time.
- 6.8** You shall not be permitted to make any alteration or modification to any of our Colocation Suites, or any of the Racks, storage facilities, fixtures and fittings or any other facilities provided.
- 6.9** You shall keep that part of any of our Colocation Suites at which the Equipment is located from time to time, clean and tidy and free from rubbish and other debris and refrain from obstructing any doors or access to that space at all times.

**6.10** You undertake that you will ensure that any Third Party has no rights at any of our Colocation Suites or against us or the data centre operator.

**6.11** You warrant and represent to us as follows:

- a)** that you will act with all due care and skill when inside any of our Colocation Suites, working on the Equipment or otherwise performing your obligations under this Agreement;
- b)** that any Equipment installed at any of our Colocation Suites shall at all times fully conform with the manufacturer's specifications of the Equipment, the relevant standard or approval at that particular time and all other regulations that apply to it from time to time, including without limitation, those concerning safety and electromagnetic compatibility; and
- c)** that the provision of any Colocation Services in the proper discharge of our obligations under this Agreement will not infringe any patents, trademarks, design rights (whether registerable or otherwise), copyright, database right, know-how and other similar rights or obligations (whether registerable or not) of any third party in any country.

## 7 YOUR RIGHTS

**7.1** We shall permit you upon reasonable notice:

- a)** where your Equipment is hosted in a Shared Rack, to be granted access to the Colocation Suite 24 hours a day 7 days a

week, for the purpose of inspecting the Equipment and facilities provided; and

- b)** where your Equipment is hosted in a Dedicated Rack to be granted access to the Colocation Suite 24 hours a day 7 days a week, for the purpose of carrying out any necessary maintenance and/or repair to the Equipment not covered by our service.
- c)** Notwithstanding clauses 7.1(a) and (b), in cases where emergency maintenance and/or repair work is necessary you shall give us as much notice as is possible under the circumstances (and you acknowledge and accept that immediate access may not be possible).
- d)** Subject to clauses 7.1(a) and (b) you shall be allowed access to the Colocation Suite where your Equipment is hosted only under the supervision of a Zen engineer at all times, and strictly by appointment. Where your Equipment is hosted in a data centre managed by us but operated by a third party (such as Telecity), you may access the data centre un-supervised when specific written consent is provided by us, and all of the data centre operators access procedures are followed. Unsupervised access is provided at our discretion.
- e)** Telecity provide an online access control system for equipment hosted specifically in our suite at Telecity. On entering your username and password into Telecity's online access control system, an access code is generated that corresponds to

each authorised user scheduled to attend site. Managing authorised personnel for site visits is therefore your sole responsibility and great care should be taken with the username and password used by the access control system. Only authorised personnel who present a valid access code on arrival will be granted access to our suite in Telecity. The access code will expire if you do not arrive on the pre-arranged day.

- f) Customer maintenance within the cabinet is limited to the replacement of hot swappable parts and the replacement of parts that are designed for in-situ access with the equipment powered down. Extensive work that requires equipment to be dismantled should be done away from the cabinet in the designated repair area.
- g) While we try to ensure that authorised personnel behave responsibly on site, we cannot be held responsible for damage or service interruption caused by Appropriately Authorised personnel working in Shared equipment cabinets.

**7.2** We and/or the data centre operator reserve the right to refuse any person entry to any of our Colocation Suites if:

- a) he or she cannot demonstrate that he/she is Appropriately Authorised; or
- b) we and/or the data centre operator reasonably consider it inappropriate to allow the individual entry to any of our Colocation Suites for any reason (whether

or not they are Appropriately Authorised); or

- c) any individual wishing to acquire access refuses to be searched and for any items (including data storage devices) to be properly checked.

**7.3** A person will only be "Appropriately Authorised" if we have had reasonable prior written notice from you stating that the person concerned is to be permitted access to the Equipment on your behalf together with the status of such person(s). Individuals authorised to access your equipment are identified by a list held by us drawn up at the point of sale. You acknowledge that it is your duty to notify us of Appropriately Authorised personnel, in good time and is required to notify us of any change to the list of Appropriately Authorised personnel in writing.

**7.4** Any individual may be asked for additional identification on arrival at the facility.

## **8 CONDITIONS OF USE**

Installation of new Equipment is subject to the following conditions:

- 8.1** that the Equipment, if it is out of the manufacturer's warranty period, has undergone an electrical safety test within the past 12 months;
- 8.2** Equipment must conform to the appropriate specifications for the Colocation product:
  - a) Dedicated Rack customers acknowledge that the total power allocation that will be

delivered to a cabinet will be confirmed and agreed on placement of order. The total power consumption of equipment under start-up conditions in a fully populated cabinet should not exceed the agreed value. The power consumed will be measured on a monthly basis, and we, acting reasonably, will review your rental fee on a monthly basis, based on actual power consumed. Should the total power usage in a month be in excess of your contracted power allocation, we reserve the right to increase your allocation by step increments in line with our current price tariff for power charges. The incremental charge will be levied in the first service period following the month in which the increase has occurred. At Telecity a maximum upper limit, above your power allocation, of 16 amps applies to fluctuations in power usage, as only 16 amp feeds are provided as standard.

- b)** Shared Rack customers acknowledge that the maximum power rating available at each power receptacle in a Shared cabinet is 1 amp. Equipment connected to each receptacle should not draw more than this amount under start-up conditions;
- c)** where a Colocation product is supplied with a redundant power feed you should distribute the power consumption evenly over both feeds. The maximum current of the combined power feeds should not exceed the total power limit as set forth in your contract;

- d)** Equipment supplied must be suitable for installation in a 19 inch wide, 1 metre deep cabinet. All equipment must be accompanied by an appropriate mounting kit;
- e)** the total weight limit of a fully populated cabinet is 1200KG. The total weight of installed Equipment should not exceed this value; and
- f)** where appropriate, you will supply an appropriate 19-inch Rack-mount kit suitable for fitting in a 1000mm Cooper B-line cabinet, details of which will be made available on request. Cage nuts, network cabling for connection to our network and power cords, are provided by us. Equipment will not be accepted for installation unless it is appropriately mounted in the cabinet.

**8.3** If you wish to send Equipment for installation as part of an existing solution, then you must provide us with 48 hours notice in advance of delivery. Deliveries for our Colocation Suites must be sent directly to the appropriate Colocation Suite and will only be accepted during normal Business Hours on a business day. Prior notification of deliveries must be given to us otherwise deliveries may be turned away. Suitable notification can be given by contacting us in accordance with the procedure set out in our Customer Services Manual.

**8.4** When collecting equipment from us, Appropriately Authorised personnel from your company will be asked for identification that

will be photocopied for auditing purposes.

Equipment will only be released to

Appropriately Authorised from your organisation.

- 8.5** Instructions to install, remove and relocate Equipment can only be taken from Appropriately Authorised personnel in your organisation. This includes instructions to delegate responsibility to a third party such as a parcel courier.
- 8.6** We are not responsible for items that are lost/damaged in transit to and from our facilities.
- 8.7** New Equipment to be added to an existing solution must conform to power consumption limits and size constraints as set out in the original order.
- 8.8** Any Equipment that arrives at Zen for installation must be clearly labelled for installation, to include labelling of power receptacles and network ports. You are advised to check your device network configuration prior to shipment to ensure it will operate correctly using the network set-up details provided by us.
- 8.9** Network Interface Cards, and network ports present on your Equipment that are to be connected to our network, must conform to the following basic standards to ensure proper operation:
- a) 10/100Mbps Fast Ethernet - supporting auto negotiation and manual speed selection;

- b) full duplex operation; and
- c) presented as an RJ45 connector;
- d) or such other standards that may be communicated by us to you from time to time.

## 9 OUR OBLIGATIONS

- 9.1** Without prejudice to our rights pursuant to clause 10 below, we agree that we shall use our reasonable endeavours to consult with you prior to any relocation in order to minimise any disruption caused to the operation of the Equipment.

## 10 OUR RIGHTS

- 10.1** We shall be entitled upon giving you no less than 3 months' written notice to move the Equipment to a different location within one of our Colocation Suites or to a different Colocation facility nominated in writing to you by us. The costs and expenses incurred by us in moving and installing the Equipment shall be borne by us.
- 10.2** You shall permit us (and ensure that we obtain) unrestricted access to the Equipment at all times to ascertain whether your obligations under this Agreement have been duly observed and performed.
- 10.3** Where we are in breach of this Agreement and such breach can be remedied by re-performance within a reasonable time, such re-performance shall be your sole remedy in respect of such breach.

## 11 TERMINATION

**11.1** Subject always to the termination provisions of the General Terms and Conditions of Supply, once the Colocation Service has been activated and is available for you to use, you may only end this Agreement by notice equal to the Minimum Cancellation Notice Period which must expire on or after the Minimum Service Period. Termination before the activation date of the service as specified by us may be subject to any charges incurred by us and we reserve the right to claim against you for any charges incurred.

**11.2** We may terminate all or any of the Colocation Services by notice equal to the Minimum Cancellation Notice Period (to expire at any time on or after the Minimum Colocation Service Period) without incurring any liability.

**11.3** Unless otherwise stated, the Minimum Cancellation Notice Period is 30 days.

## **12 NOTICES**

**12.1** You agree to keep the contact details which you have provided to us up to date. Any notice or other information to be served by us on you in accordance with this Agreement will be validly sent if in writing and sent by either e-mail or first class post to your last known e-mail or postal address. Any notice sent by first class post will be deemed served two days after posting. Any notice sent by e-mail will be deemed served on the day that it is sent.

**12.2** Any notice to be served on us must be in writing and sent either by pre-paid first class post to our registered office or to such other address as may be specified by us to you for this purpose from time to time. Any notice sent

in accordance with this sub-clause will only be deemed served if and when you have received a written acknowledgement from us.