

## Co-location Service – Specific Terms and Conditions

The Co-location Service is a data centre co-location service which includes open racks, cages and private suites.

The Co-location Service Specific Terms and Conditions (“**Co-location Service Terms**”) set out the basis in which MyRepublic will provide the Co-location Service to you.

This Co-location Service Terms shall be read in conjunction with the MyRepublic Business General Terms and Conditions (“**Business General Terms**”).

### 1. Definition and Interpretation

1.1. In these Co-location Service Terms, words and expressions shall have the following meaning:

“**Allocated Power Supply**” means the maximum power allocated to each rack installed in the Customer’s Data Centre Area.

“**Business Hours**” refer to Monday-Friday (excluding public holidays), from 8am to 5.30pm in Singapore;

“**Cage**” refers to an enclosed colocation space encompassed by a cage within a data hall with open racks belonging to other customers;

“**Customer**” means the company, business or organisation that applies for and/or acquires services from MyRepublic; and “you” and “your” have corresponding meanings;

“**Customer’s Equipment**” refers to racks, telecommunications, information technology and other equipment installed by the Customer from time to time in the Data Centre Area;

“**Data Centre Area**” means the area allocated to the Customer for installation of the Customer’s Equipment including but not limited to racks, cage, private suite, workroom and storeroom (where applicable);

“**Data Centre Service**” means any services provided by MyRepublic, including co-location services (open racks, cages, and private suites), workrooms, storerooms, staging rooms, backup management, cross connects, inter-rack cabling and such managed hosting services that may be added by MyRepublic from time to time;

“**Equipment**” means any network equipment owned by either MyRepublic, or MyRepublic supplies that is used to provide the Co-location Service to you, and excludes any network equipment that you have purchased from MyRepublic and have fully paid for, or is otherwise supplied by yourself for the Co-location Service;

“**Installation Address**” refers to the address of the Premises at which we agree to provide the Co-location Service to you;

“**MRC**” means **Monthly Recurring Charge** which refers to the monthly charges that is payable by you;

“**MyRepublic**” means Myrepublic Limited (Company No: 202125011N), and “we”, “us” and “our” have corresponding meanings;

**“Network”** means the telecommunications and data systems owned by us and our suppliers which we use to provide the Co-location Service to you and other customers;

**“NGN”** refers to the next generation national info-communication infrastructure provided by NLT;

**“NLT”** means Netlink Trust which design, build, own and operate the passive fibre network infrastructure (comprising ducts, manholes, fibre cables and Central Offices) in Singapore. Where the Co-location Service is provided over the NLT NGN platform, certain third party’s terms and conditions may apply in addition to these terms and conditions and such third party’s terms and conditions shall supersede these terms and conditions;

**“Open Rack”** refers to the physical chassis, frame or cabinet that will house the Customer’s equipment located in an open and shared environment in the data hall. Open rack can refer but is not limited to high density racks using spot cooling solution, racks utilizing, cold aisle containment or racks utilizing an alternate hot aisle cold aisle design;

**“Original Condition”** refers to the condition of the Data Centre Area subscribed by the Customer before carrying out any fit-out works. Any items beyond the scope provided in the Scope of Service will have to be removed. If there are any damages to the condition of the items below, the Customer shall restore it to a useable condition deemed acceptable by MyRepublic. The basis of whether the Customer shall carry out reinstatement works shall be via the (i) base scope of items (set out in the respective Appendices); (ii) handover checklist; and (iii) photographs reflecting the condition of the subscribed service prior to any fit out works being carried out before handover;

**“Premises”** means the data center property bearing the Installation Address which we provide the Co-location Service;

**“Private Suite”** refers to an enclosed colocation space encompassed by partitions and dedicated to you;

**“Scope of Service”** refers to the list of services that MyRepublic provide as part of the Data Centre Service and is specific to the Data Centre where the Co-location Service is activated, as provided in the Appendices;

**“Service Commencement”** means the successful connection and activation of the Co-location Service so that the service is available for use by the Customer;

**“System”** refers to the whole or any part of the upstream electrical and mechanical infrastructure used to support the Customer’s IT or non-IT load; and

**“TP”** means fibre network termination point at the Installation Address.

- 1.2. For the purposes of interpretation and construction of the agreement:
  - 1.2.1. words importing the singular or plural include the plural and singular respectively
  - 1.2.2. headings are inserted for convenience only and do not affect the interpretation of this agreement;
  - 1.2.3. words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; and
  - 1.2.4. any reference to any statute or regulation is a reference to that statute or regulation as amended or replaced.

## **2. Service Scope**

- 2.1. We will supply the Co-location Service which includes open racks, cages, and private suites to you at the Premises in accordance with the details set out in the application form, until the Co-location Service is terminated in accordance with the provisions of this agreement.

- 2.2. We will provide the Allocated Power Supply for each Open Rack as agreed in the Application. We shall design the power allocation of each Open Rack and provision in accordance with your requirements.
- 2.3. We also security at the Premises. Access to the Premises and to the Data Centre Area is subject to the Premises network operations center ("**NOC**") prior approval. We reserve the right to deny access to an individual where we have any doubts as to the identity of the individual or where the proper access clearance process has not been completed by the individual prior to visiting the Premises and we shall not be liable for any cost or expenses arising from a delayed or prohibited entry of your representatives, visitors and contractors.
- 2.4. We offer value-added Data Centre Services which includes the provision of workrooms, storerooms, staging rooms, backup management, cross connects, inter-rack cabling and such managed hosting services that are available in the Premises.
- 2.5. In the event that we suspect that you are using or allowing the Co-location Service to be used for fraud, misconduct or any other illegal or improper purpose, we will refer this to the relevant authorities without notice to you and comply with directions or guidelines issued by them without further reference to you.

### **3. Application and Eligibility**

- 3.1. You may apply for the **Co-location Service and any Data Centre Services ("Services")** available at the Premises through our authorised representative in person or in writing using our latest application forms ("**Application**").
- 3.2. You must comply with the below requirements in order to be eligible for the Services:
  - 3.2.1. be an entity that is registered with the Accounting and Corporate Regulatory Authority (ACRA) of Singapore or with a Singapore Unique Entity Number (UEN);
  - 3.2.2. qualify under our credit policy including not having any outstanding debt with us;
  - 3.2.3. provide details of an authorised contact person with a valid email address and contact phone number; and
  - 3.2.4. provide us accurate and complete background information necessary or desirable for us to supply the Services, and
  - 3.2.5. not have been a customer who has previously misused our services.
- 3.3. As part of the Application assessment, we may seek verification of your identity and credit status with our authorised bodies / suppliers. You authorise us to verify your credit status with any credit reference agency, at our cost, and to disclose information about you to any credit reference agency for that purpose. Subject to any applicable privacy laws, we do not have to disclose our credit criteria or the reasons for our decision on any Application. We do not accept responsibility for the accuracy of any information provided to us about you by a credit reference agency.
- 3.4. We may impose additional conditions when accepting an Application such as a credit limit, or we may require you to pay a security deposit before we activate and supply the Co-location Service.
- 3.5. We reserve the right not to accept your Application of the Co-location Service at our discretion and without any liability to you.
- 3.6. The provisioning lead-time of the Co-location Service is 7 business days measured from the date we accept your Application, subject to clause 5.1.

- 3.6.1. The Request for Service (“RFS”) date in your application form should not be shorter than the provisioning lead-time of the Co-location Service. We have the right to reject your Application if we are unable to meet your RFS date.
- 3.6.2. We shall not be liable if the provisioning lead-time is not met due to events outside our control, including but not limited to, any third party’s act and/or omission. We reserve the right to change the provisioning lead-time without liability.
- 3.6.3. The provisioning lead time of Data Centre Services is subject to availability and further advise.
- 3.7. If we accept your Application, we will inform you in writing that your Application has been accepted for processing. Thereafter, we will use our commercially reasonable endeavours to provide the Co-location Service on the RFS date, subject to clauses 3.2 and 3.6 above.
- 3.8. Your right to use the Co-location Service or Data Centre Service is non-exclusive and non-transferable.

#### **4. Minimum Commitment Period**

- 4.1. The Co-location Service under this agreement shall remain active or in-service for a period not less than the contract term as set out in the Application, starting from the Service Commencement date (“**Minimum Commitment Period**”).
- 4.2. If the Co-location Service was suspended from active service, the Minimum Commitment Period of the Co-location Service will be extended by the period of suspension.
- 4.3. If we agree to any changes to the Co-location Service requested by you (including any upgrade of service plan) or the renewal of the Co-location Service plan, we are entitled to require the Minimum Commitment Period to be continued until its expiry or added to the new contract term if for an early renewal scenario.
- 4.4. Upon expiry of the contract of the Co-location Service, we may at its sole discretion on a case to case basis allow the Co-location Service to be provided for successive periods of one month at our prevailing usual price. The prevailing usual list price shall be determined by us and written notice shall be given to the you on the price.

#### **5. Service Provisioning and Activation**

- 5.1. You acknowledge and agree that the provisioning and activation of the Services is subject to:
  - 5.1.1. availability of all required information, including detailed demarcation information and onsite contact information;
  - 5.1.2. availability of network, service, resources, space, access and the procurement of all relevant approvals at the time at which the Services is requested or delivered;
  - 5.1.3. you, your representative, cooperating with us in the provisioning procedures at the Premises; and
  - 5.1.4. provisioning lead-time for the Co-location Service. Such provisioning lead-time will be determined by us in our discretion and may be changed by us.
- 5.2. You agree to pay for additional charges that is not borne by us, including any long-term security deposit, non-refundable insurance fee or admin fee, charges to open access panel(s) or for security personnel at the Premises.
- 5.3. We reserve the right not to provision the Co-location Service to your Premises where we consider it uneconomic or unsafe to do so or if:

- 5.3.1. the service application form that you submitted is not duly completed and signed;
- 5.3.2. you did not provide us with the information we need in clause 3.2 above;
- 5.3.3. you do not agree to pay for additional charges in clause 5.2 that is not borne by us; or
- 5.3.4. the operating conditions and specifications in the Premises or the Data Centre Area for the proper performance of the Co-location Service is not available.
- 5.4. We have the right to cancel or terminate the Application if you postpone the RFS date, delay or do not respond to our request for information beyond the RFS date in your Application. In such a case, the cancellation charge shall apply, and in the case whereby the service has been activated, termination clause 12 shall apply. You are therefore advised not to submit an Application if you are not ready or available for us to engage you for the purpose of this agreement.
- 5.5. If you cancel your Application before the RFS date, you shall be liable to pay us cancellation charges.
- 5.6. If you cancel your Application after the RFS date and the Co-location Service has been activated, we will treat your cancellation as a termination request and termination clause 12 shall apply.
- 5.7. We will not be liable in any way to you for any loss, damage or liability incurred or sustained by you caused by or arising as a result of:
  - 5.7.1.1. the rejection of any application for the Co-location Service; and/or
  - 5.7.1.2. our determination that it is not feasible for us to provide the Co-location Service.
- 5.8. Unless otherwise stated, all scope of works will be carried out during our Business Hours. For any works you instructed us to carry out after Business Hours, a surcharge shall be levied on you. If you cancel or postpone an on-site appointment less than 2 hours from the appointment time, or if you fail to process access on-site or provide guidance to our Premises NOC staff or Field Engineers (FE) on-site at the agreed appointment time.
- 5.9. You may cancel the part of the Co-location Service that we are unable to provide, without paying any cancellation charges on that part, if we are unable to provision and activate the Co-location Service 14 days beyond the RFS date or our provisioning lead-time (whichever later). If any part of the Co-location Service is activated, you have deemed to have accepted any delay to this agreement, and as such, cancellation charges, or deactivation charges and early termination charges as provided in clauses 5.6 shall apply should you require the Co-location Service to be cancelled.
- 5.10. If you have procured other MyRepublic products, services, professional service and/or managed services together with the Co-location Service Application, where the scope of work which we have quoted for and are provided in your Application, we will endeavour to coordinate and deliver the services together on RFS Date, subject to the terms and conditions of the specific products and services, availability of hardware, resource, timeslot and access to the Data Centre Area.
- 5.11. If you have made any change request to an order during provisioning of the Services, the provisioning lead-time shall restart from the date of acceptance of the revised Application, subject to clause 3.6.
- 5.12. Unless otherwise explicitly specified in the Application, we do not support any 3rd party equipment and/or services (e.g. router, switch, firewall, CCTV, network printer, servers) that we do not supply.

## 6. Charges and Billing

- 6.1. The Services you requested is charged from the date the service is activated and ends on the date the Services are deactivated.
- 6.2. Charges shall include, but not limited to, one-time charges and recurring subscription fee in advance at monthly intervals or such intervals as may be approved by us. One-time charges include the setup and activation costs, one-off Data Centre Services and Remote Hands Services, excess power usage, power and cooling utilities charges
- 6.3. For any on-site works you instructed us to carry out in the Premises after Business Hours, a surcharge shall be payable by you.
- 6.4. **For the power and cooling bundled plan**, all power and cooling utilities are included in the MRC provided that you do not exceed the pre-agreed amount of power supply subscribed and allocated to you.
- 6.5. You shall not exceed the Allocated Power Supply designed for each Open Rack. Should you require changes to the Allocated Power Supply, you shall obtain our written consent prior to effecting any changes in the power allocation.
- 6.6. In the event that you exceeded the Allocated Power Supply for any rack:
  - 6.6.1. the SLA for the services provided shall not apply;
  - 6.6.2. you shall reduce the power utilization to within the agreed Allocated Power Supply immediately and if you fail to do so within 18 hours of receipt of our notice to you, we shall be entitled to terminate the Co-location Service and Data Centre Services with immediate effect and you shall indemnify us for all loss and damages incurred by us as a result of terminating your services.
  - 6.6.3. You shall be liable to pay us for the usage of the power and cooling utilities within the Allocated Power Supply and all excess power usage.
  - 6.6.4. You acknowledge and accept that it shall be required to compensate and pay us on demand, SGD\$1,200 per kW per month for the amount of excess power consumed being agreed liquidated damages to compensate us for all cost and expense incurred by us where your usage of power exceeds the Allocated Power Supply without obtaining our prior written consent.
- 6.7. We shall be entitled to charge you for all cost and expense incurred by us for any downtime in our network or Data Centre Service (including the financial penalties to the other users in the Premises caused by your failure to comply with the terms set out in this Agreement.
- 6.8. **For the power and cooling passthrough plan**, the MRC does not include power and cooling utilities charges. The power and cooling utilities shall be payable by you based on your metered monthly usage using the prevailing Singapore Power Ltd's peak period High Tension Small Supplies rate ("HTS"). The formula for the chargeback of the monthly power and cooling utilities is as follows:

Power and cooling utilities = (Metered power in kWh x peak HTS rate x 1.6 factor) x 1.1 (10% administrative charges)

- 6.9. For Open Racks, power and cooling utilities shall be charged based on the readings as metered at the tap off unit (“TOU”). We use overhead busway system (“OBS”) and TOU as a default solution unless we agree to a different setup in writing.
- 6.10. You will pay all charges for our Services within 7 Business Days from the invoice date, or the credit payment term as agreed between us.
- 6.11. The Co-location Service promotional or discounted price is the charges below the usual price as provided in our quotation and applies for the Minimum Commitment Period only. Usual price will apply after the Minimum Commitment Period unless otherwise specified in the Application.
  - 6.11.1. Free months, if offered, applies at the start of the contract term, unless otherwise provided in the Application.
  - 6.11.2. Free premiums, if offered, can be claimed only after Service Commencement and we have received the first payment for the Co-location Service is activated.

## **7. Customer and Technical Support**

- 7.1. We provide 24x7 email and phone technical service support as provided in our website or through our authorised representative. For security and accountability purposes, we will only provide support to any of your officers provided in your application form.
- 7.2. If there is a fault, we will work with the Premises NOC to resolve the issue. Where required, we may request you to liaise directly with the Premises NOC staff or agents to resolve the issue expediently.
- 7.3. If you report a fault to the Premises NOC and the fault is determined to be due to your act or omission or no fault is found after an investigation, we shall be entitled to charge you for all cost and expense arising from the investigation.
- 7.4. We are not responsible for providing any support to your equipment or network.

## **8. Change of Service Plan**

- 8.1. You may request to upgrade your Co-location Service plan during your contract term to a plan with a higher power supply and a corresponding increase in MRC.
- 8.2. A downgrade of Co-location Service plan will constitute a termination of the Co-location Service and termination clause 12 shall apply.
- 8.3. A change of plan request is subject to clause 3 above.

## **9. Relocation**

- 9.1. Relocation of your Co-location Service is not allowed.
- 9.2. If you require to relocate your Co-location Service to a new Data Centre Area or different data centre during the minimum period of service, it will constitute a termination of the Co-location Service and termination clause 12 shall apply. On a case-by-case basis, we have the right to offer a new agreement which takes into consideration the termination charges.

## **10. Renewal of Service Package**

- 10.1. You may renew your Co-location Service plan and secure a promotional or discounted price within 3 months remaining in the Minimum Commitment Period, subject to clause 4.

- 10.2. If you wish to renew your Co-location Service plan earlier, we have the right to extend your contract period by the remaining terms in the Minimum Commitment Period and impose an early renewal fee (“ERF”).

## **11. Suspension and Reactivation**

- 11.1. You may not suspend your Co-location Service.
- 11.2. We reserve the right to suspend your Co-location Service due to non-payment of our charges. When that happens, we will cut off all power supply to your Co-location Service and you will not be allowed access to the Premises. We will reactivate your Co-location Service after you have paid us all outstanding amounts due or payable to us, and subject to clause 4 and a suspension and reactivation fee.
- 11.3. We reserve the right to immediately suspend all or any part of the Co-location Service without compensation and without prejudice to our rights to damages if:
- 11.3.1. you breach any of the terms and conditions of this agreement or any other agreement you have with us; or
- 11.3.2. you provide incorrect, false or incomplete information to us.
- 11.4. If and when you make good any breach or default within 7 business days, we will reactivate your Co-location Service. If you do not take the necessary actions after 7 business days, we have the right to terminate your Co-location Service immediately according to termination clause 12 without any penalty or liability to the Customer.

## **12. Termination**

- 12.1. Either party can give at least 30 days’ written notice to the other party to terminate the Co-location Service and this agreement, unless otherwise specified herein.
- 12.2. Upon the expiry or sooner determination of the Co-location Service, you shall:
- 12.2.1. power down and remove all its equipment in the Data Centre Area failing which we reserve the right to remove and dispose of all your equipment on our own accord without prior notice to you;
- 12.2.2. remove all Equipment supplied by us and deliver the Equipment to a location specified by us;
- 12.2.3. restore the Data Centre Area to its Original Condition (fair wear and tear excepted) free from rubbish and waste material;
- 12.2.4. any restoration and reinstatement of the terminated Data Centre Area to its Original Condition has to be conducted via us before the expiry or sooner determination of the Co-location Service; and
- 12.2.5. in the event that the whole or part of the Data Centre Area is not restored to its Original Condition by the expiry or sooner determination of the Co-location Service, we shall take the appropriate steps including engaging a subcontractor to restore the Data Centre Area to its Original Condition and claim all reinstatement cost and expense from you.
- 12.3. We may terminate all or any part of the Co-location Service or terminate this agreement with immediate effect without compensation and without prejudice to our rights to damages for any antecedent breach by you of this agreement if:

- 12.3.1. you breach any of the terms and conditions of this agreement or any other agreement you have with us;
  - 12.3.2. you become or threaten to become bankrupt or insolvent, or die;
  - 12.3.3. you make any arrangement or composition with or assignment for the benefit of your creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of your assets;
  - 12.3.4. the equivalent of any of the events under the laws of any relevant jurisdiction occurs to you;
  - 12.3.5. you provide incorrect, false or incomplete information to us;
  - 12.3.6. the requirements of any relevant regulatory authority result in us having to stop providing the Co-location Service or to provide the Co-location Service in a manner which is unacceptable to us;
  - 12.3.7. if you are likely to create imminent harm to our Network or any third party's networks or systems or us by the provision of the Co-location Service, or defraud us, or are likely to create imminent harm or are abusive to our personnel; or
  - 12.3.8. for any reason beyond our control (including loss of any licence, way-leave or easement, requirements of any governmental or regulatory authority or orders by the court and cessation or failure to deliver by a third-party supplier) we are unable to provide the Co-location Service.
- 12.4. If the Co-location Service is terminated:
- 12.4.1. all sums due, accruing due or payable to us in respect of the Services and if applicable, the Equipment, up to the date of termination (including late payment charges) will, upon the termination, become immediately due and payable to us. There will be no refund of any charges paid to us for any equipment (including the Equipment) purchased from us;
  - 12.4.2. you must immediately (and in any event, within 5 days of such termination) return to us all Equipment which we may have leased or rented to you in respect of the Co-location Service in good condition, failing which we will be entitled to, at our absolute discretion:
    - 12.4.2.1. charge you all costs incurred in repossessing or acquiring replacement for such Equipment which you have failed to return to us, or at our standard prescribed rates for acquiring a replacement for any Equipment which is returned to us in a damaged or defective condition; or
    - 12.4.2.2. treat the Equipment as being sold to you and to charge you our prevailing charges for the Equipment. There will be no refund of any such charges paid; and
  - 12.4.3. you shall pay a service deactivation fee, in addition to any applicable early termination charges.
- 12.5. The termination of this agreement will not affect any accrued rights or remedies of either party against the other party.

### **13. Your Responsibilities**

- 13.1. You are responsible for the use of the Co-location Service under your account and for any content disseminated through the account.
- 13.2. You shall keep the Premises and Data Centre Area clean and free of debris. You shall remove and dispose of all surplus material and debris by the end of the same working day.

If you fail to do so, we shall be entitled to engage a contractor to remove the surplus material and charge you for all applicable disposal fees.

- 13.3. You shall procure, install, configure, operate and maintain any equipment to make use of the Data Centre Service at your own costs.
- 13.4. Your equipment shall be at your risk at all times and you shall be responsible for insuring your equipment against all risks and material damage.
- 13.5. You shall provide all necessary access to your equipment, information, facilities and authorizations necessary to enable us to fulfil its obligations under the Agreement where appropriate and shall provide such cooperation as we may reasonably require in connection with the Co-location Service.
- 13.6. You shall provide all relevant user manuals, software and access code(s) and other documentation necessary for us to provide the Co-location Service.
- 13.7. You shall not be permitted to connect any of your equipment to, or disconnect any of it from the Premises System without, in each and every case, our prior written notice.
- 13.8. You agree that you and your representatives (employees, sub-contractors and agents) shall not examine or interfere with the Premises System or any other equipment in the Premises.
- 13.9. You agree that you will procure that insofar as a user or third party has access to or use of the Co-location Service, such user or third party shall comply with all the terms and obligations under the Agreement, save for the obligations in relation to payment, as if such third-party user were a party to the Agreement.
- 13.10. You agree not to do any act or thing which shall be a breach of any lease, license or agreement, legislation, regulation or order or otherwise affecting the use of the Premises or provision of the Co-location Service and/or use of the equipment and shall procure that all individuals on your authority or at your invitation abide by all rules and regulations notified to you by us and/or the data center from time to time.
- 13.11. You shall not be permitted to make any alteration or modification to any Premises open racks, storage facilities, fixtures and fittings or any other facilities without the prior written consent of us.
- 13.12. You warrant and represent as follows:
  - 13.12.1. You shall act with due care and skill when working on the equipment or otherwise performing your obligations under the Agreement.
  - 13.12.2. Any equipment that you installed at the Premises and the Data Centre Area 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.
  - 13.12.3. In the proper discharge of your obligations under the Agreement, you shall not infringe any patents, trademarks, design rights (whether registerable or otherwise), copyright, database right, know-how and other similar intellectual property rights or obligations (whether registerable or not) of any third party in any country.

- 13.13. You shall ensure that you maintain good security, engineering, operational and fire safety practices that are in line with industry best practices. This includes but is not limited to not overloading the power infrastructure by excessive consumption of power, not leaving flammable materials lying around and not clearing access for personnel who has no need to be in their Data Centre Area.
- 13.14. You shall not modify any part of the Co-location Service or Data Centre Service provided without the prior written consent from us.
- 13.15. You acknowledge, accept and allow the Premises NOC staff or agents to access your Data Centre Area to perform activities such as but not limited to maintenance or conduct remediation action in the event of any downtime or to rectify service level breaches from time to time.
- 13.16. You shall ensure that you do not allow anyone to use the equipment in an improper manner such as but not limited to accessing information or any resource that infringes the privacy and confidentiality of an individual or an organization unless explicit permission has been granted by the owners and holders who has the rights to such information or resource.
- 13.17. You shall, immediately upon receipt of written notice from us, remove all hardware, software, equipment or cabling component if in our opinion, may cause a potential hazard, interference or obstruction to you or other users in the Premises.
- 13.18. You shall submit details of its authorized personnel and authorizers before the RFS Date of the subscribed Data Centre Area. The Premises NOC shall allow access at any time of the day to permanently authorized personnel and authorizers to the subscribed Data Centre Area. We shall only approve any request for visitor access clearance when they are sent to the Premises NOC via the personnel in the list of authorizers.
- 13.19. Certain restricted access areas including but not limited to MDF/MMR rooms, UPS rooms, CRAC rooms, the rooftop. On a case by case basis, the Premises NOC may at its sole discretion, allow you to access such areas escorted by the Premises' authorized personnel.
- 13.20. You must not use or allow the Co-location Service:
  - 13.20.1. for any unlawful purposes including but not limited to sending out of viruses, violating the security or encryption of other computers or network and sending out of threatening messages, pornography or spam.
  - 13.20.2. to transmit or post any content which may be defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment, irritation, inconvenience or anxiety to anyone, give rise to civil liability or otherwise violate any applicable laws, rules or regulations, or contains viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programs;
  - 13.20.3. to make or attempt any unauthorised access to any part or component of the Premises System, the Network or any third-party systems or networks to which you can connect through the Co-location Service directly or otherwise;
  - 13.20.4. to disrupt the various networks that are connected to the Co-location Service or violate the regulations, policies or procedures of such networks;
  - 13.20.5. in any manner that may constitute a violation or infringement of the rights (including intellectual property or confidentiality rights) of any party; and

- 13.20.6. to be resold, re-provided or to transfer the Co-location Service and/or the Equipment to third parties without our prior written consent, whether or not for profit or otherwise. We reserve the right to immediately suspend or terminate your Co-location Service if we determine, in our absolute discretion, that you resell, re-provided or transferred the Co-location Service without our consent.

#### **14. Matters beyond Our Control**

- 14.1. We will not be liable for any delay or failure in performance under this agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, computer software or software malfunction, electrical power failure, faults, interruption or disruption of the Network or the networks of other Service Providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) epidemics of infectious diseases or acts of terrorism.
- 14.2. Without prejudice to clause 14.1 above, we will not be liable for any delay or failure in performance under this agreement resulting from any delay or failure of any third party (including any supplier) to deliver or provide any facilities, infrastructure, equipment or services to us.

#### **15. Indemnity**

- 15.1. You must indemnify us, our affiliates, employees, directors, agents and suppliers against all claims, damages, losses and liabilities resulting from your use of the Co-location Service, your negligence, omission, act or breach of this agreement

#### **16. Liability**

- 16.1. The Services (including any installation or support services) are provided on an "as is" and "as available" basis and you agree that you use the Services or rely on any content obtained through the Services at your sole risk. We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement, to the fullest extent allowed by law. No advice or information whether oral or written, obtained by you from us or through the Services will create any warranty not expressly set out in this agreement. Without prejudice to the foregoing, we will not be liable for any delay or failure to provide the Services, or any interruption or degradation of the Services quality which may arise from the following:
- 16.1.1. an act or omission of an underlying carrier, Service Provider, vendor or other third party;
- 16.1.2. equipment, network or facility failure;
- 16.1.3. equipment, network or facility upgrade or modification;
- 16.1.4. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and governmental actions;
- 16.1.5. equipment, network or facility shortage;
- 16.1.6. equipment or facility relocation;
- 16.1.7. service, equipment, network or facility failure caused by the loss of power or cooling to you;
- 16.1.8. any act or omission by you or any person using the Services or Equipment provided to you;
- 16.1.9. any third party's service, equipment, software, network or facility; or

- 16.1.10. any other cause that is beyond our control, including, without limitation, a failure of or defect in any Equipment, the failure of an incoming or outgoing communication, the inability of communications to be connected or completed, or forwarded.
- 16.2. Without prejudice to clause 16.1 above, we make no warranty:
  - 16.2.1. that the Services, or any Equipment will not cause any harm to your applications, equipment, hardware, software, networks or content;
  - 16.2.2. as to the accuracy, reliability or quality of any content obtained through the Services or that defects in any software will be corrected; and
  - 16.2.3. that the Services and access to them are error free and uninterrupted or available at all times.
- 16.3. Except as set out in this agreement, we expressly exclude all other liability we may have to you, including all liability in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for our benefit and that of other Service Providers whose networks are connected to each other or to the Network, all companies, directly or indirectly owned, wholly or partly owned or controlled by us or any of these parties, and all their officers, employees, contractors and agents or anyone else to whom we or these parties are responsible ("the **Relevant Parties**") and whether it relates to anything caused by or resulting from anything any of us does or does not do or delays in doing (even if done, omitted or delayed fraudulently, wilfully, recklessly, maliciously or negligently), whether or not it is contemplated or authorised by any agreement you have with us.
- 16.4. Under no circumstances will we or any of the Relevant Parties be liable for any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses, even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.
- 16.5. Under no circumstances will we or any of the Relevant Parties be liable for any lost profits, revenue, business or anticipated savings, even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.
- 16.6. If we or any of the Relevant Parties are liable to you and we cannot, for any reason, rely on the exclusion of liability set out in clause 16.3 to 16.5 herein, then in no event will our liability for damages, losses, costs or expenses suffered or incurred by you and anyone else (whether in contract, tort, negligence, misrepresentation, strict liability or statute or otherwise) exceed:
  - 16.6.1. the lower of your preceding month's charges applicable to the Services in question or S\$5,000/- for any event or for any series of connected events; subject to no more than
  - 16.6.2. the lower of your preceding 12-months' charges applicable to the Services in question or S\$10,000/- in any 12-month period.
- 16.7. The limitations and exclusions of liability in this agreement shall not apply to any liability we or any of the Relevant Parties may have in respect of any death or personal injury resulting from our negligence.
- 16.8. The limitations and exclusions of liability in this agreement shall not apply to any liability which cannot be lawfully excluded or restricted under the Unfair Contract Terms Act (Cap. 396).

## 17. General Charges

- 17.1. There are general charges that may be levied against you. Please refer to our business support webpage at <https://bizsupport.myrepublic.com.sg/hc/en-us/articles/360003404893-List-of-MyRepublic-Business-Service-One-Time-Charges>

## **18. Revision**

- 18.1. We reserve the right to change, amend or revise this Specific Terms and Conditions. The revised Specific Terms and Conditions shall become effective once posted on the MyRepublic website.

Effective as on 20 Feb 2020

**Appendix A: Scope of Service, Remote Hands Service and Service Level Guarantee for Co-location Service in Telin-3 Data Centre at 8, Sunview Drive, Singapore 627485**

**1 Scope of Service for Co-location Service in Telin-3**

Item	Open rack	Remarks
OBS	Yes	
WDS	Yes	
Raised floor	Yes	
Lighting	Yes	
Smoke detectors	Yes	
Pre-action sprinklers	Yes	
VESDA	Yes	
RDU	Yes	
CAS/biometric (For entrance to cage/PS)	N.A.	
CAS/biometric (For entrance to data hall)	Yes	
CCTV (Outside open rack/cage/PS along key aisles)	Yes	
CCTV (Inside cage/PS)	N.A.	
Partition/cage	N.A.	
Blanking panels	Yes	
Cable basket/ fibre runner (x-connect)	Yes	
Cable basket/ fibre runner (inter-rack cabling)	Yes	The common cable tray for inter-rack cabling is inclusive in the MRC
TOU (per 2 x 32A SPN)	Yes	2 x 32A SPN TOU per rack for open rack and cages. Any additional 32A SPN or TPN TOU shall be charged back in full. Any open racks above 6kw of power would require either additional SPN TOUs or TPN TOUs.
DCIM (temp,RH,TOU)	Yes	1 sensor to every 3 racks for open racks and cages. Netbotz infrastructure is shared for open racks and cages
Cooling containment	Yes	
Racks, power strips, blanking panels	Yes	47RU racks, 800mm by 1200mm for open racks. 2 x 20 ways UK 3 pin power strips (SPN) per rack. Any deviation shall be chargeable to the customer
Novec gas system	Yes	

**2 Remote Hands Services in Telin-3**

2.1 Subject to Clause 2.3, Level 1 Remote Hands Services may be provided upon your request, on a best effort basis at no charge.

2.2 Level 1 Remote Hands Services means:

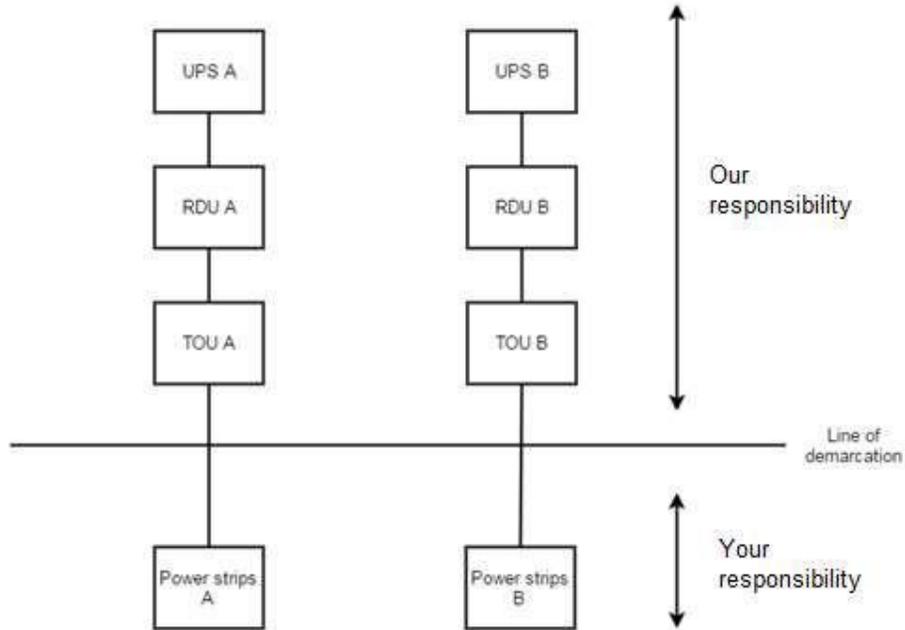
- (a) Power cycling - Push button on/off/reset.
- (b) Visual inspection:
  - (i) Visual check of your equipment.
  - (ii) Checking of the LED indicator lights on your equipment.

- (iii) Identifying and reporting of information such as serial numbers and number of servers in your Open Rack.
    - (iv) Photo taking of your equipment within your Open Rack (regardless of number of photos).
  - (c) Delivery of your shipment - Receive on your behalf, your shipment delivered to the data center and storing it in the common storeroom.
  - (d) Cable patching:
    - (i) Plugging/unplugging/securing of cables with clear step by step instructions from you.
    - (ii) Checking and confirming connection of cable to your equipment.
  - (e) Components installation/replacement - Installation, replacement or removal of a hot-swappable and modular component, such as a router/switch interface card, hard disk, power supply with no tools required.
- 2.3 The Level 1 Remote Hands Services provided herein shall take no longer than fifteen (15) minutes to complete. Where any of the tasks specified under Clause 2.2 above is estimated to take more than fifteen (15) minutes, the requested Level 1 Remote Hands Service shall be reclassified under Level 2 Remote Hands Services and shall be chargeable (you shall be advised of the charge prior to us carrying out the requested remote hands services).
- 2.4 You shall submit a request for the type of Level 1 Remote Hands Services to the Premises NOC. An acknowledgement will be sent to you once the service request has been received. We will close off the remote hands ticket once the required task has been completed.
- 2.5 You shall ensure that all your equipment is clearly labelled with the necessary information including but not limited to server name and equipment identification on both its front and back.
- 2.6 We reserve the right to reject any request for Level 1 Remote Hands Services for any reason including without limitation, where you do not provide sufficient information for the Premises NOC to undertake the service request or where the request is not made by your authorised personnel.
- 2.7 The Level 1 Remote Hands Services shall be provided based on a first come first serve basis.
- 2.8 We will not be liable for any costs damages losses and expenses of any nature whatsoever which you may suffer or incur in connection with damage to your property arising from or in connection with the Remote Hands Services provided by us or the Premise NOC.
- 2.9 Upon your request, Level 2 Remote Hands Services may be provided to you at a cost pre-agreed with us prior to carrying out the Level 2 Remote Hands Services.
- 2.10 Level 2 Remote Hands Services means:
  - (a) Escort - Provide escort of your contractors
  - (b) Components installation/replacement:
    - (i) Racking and installing pre-configured equipment
    - (ii) Assembling devices from components
    - (iii) Installing new racks
    - (iv) Basic install, move, add and change
    - (v) Installation of patch cables (Inter/Intra rack Cabling).
    - (vi) Removal, installation of power strips.
  - (c) Accessing console:
    - (i) Plugging in a console port for your remote management.
    - (ii) Enter simple commands as instructed by you.

**3 Service Level Guarantee for Data Centre Service in Telin-3**

3.1 We guarantee the monthly availability of redundant power at 100%.

The setup below shows the scope of our SLA commitment.



Our SLA commitment is only to the line of demarcation (down to the TOU). Anything below the line of demarcation downstream of TOU is not under our SLA commitment. We have breached our power SLA commitments only if both power feeds (TOU A and TOU B) are down. You are to provide your own dual source servers or switches to utilize the 2N power supply provided.

3.2 Monthly availability of power shall be calculated based on the formula as follows:

$$A\% = [(M - E - U)/(M - E)] \times 100\%$$

Where

“A%” is the percentage of service availability

“M” is the total number of billable hours in a month

“E” is the total planned downtime for us to carry out planned maintenance on either our or your infrastructure. We shall endeavor to give you at least seven (7) days’ notice of any planned maintenance activities.

For power availability, “U” is the total unplanned downtime caused by failure of both power feeds supporting your Co-location Service and/or Data Centre Services. Unplanned downtime shall be measured from the time a service ticket is logged by you or the Premises NOC to the time that the service ticket is closed by the Premises NOC, whichever is earlier.

3.3 Subject to Clause 2.7, in the event we fail to meet the monthly availability for power, you shall be entitled to claim a service level credit as outlined in this Appendix A.

- 3.4 Notwithstanding any other provisions in the Agreement, any outage, fault, delays, interruption, or performance degradation of the Co-location Service shall not constitute a breach of a service level standard if caused by any of the following events:
- Failure of commercial power supplies;
  - Failure in public network facilities to which the Co-location Service may be connected which is not part of our network;
  - Solar or atmospheric conditions (applicable to services provided through satellite facilities);
  - Scheduled maintenance or planned outages for which a reasonable notice is given to you;
  - You trip the circuit breaker;
  - Your acts or omissions;
  - Your power consumption exceeds the Allocated Power Supply;
  - You do not release or provide us or the Premises NOC with access to your Data Centre Area for maintenance or rectification of faults;
  - Weather conditions which may prevent or affect the safety of any crew carrying out maintenance, repair or rectification works on the Co-location Service. Weather conditions include but are not limited to thunderstorms, black rainstorms, typhoon, earthquakes;
  - Force Majeure Event;
  - Any suspension of the Services in accordance with the terms of the Agreement;
  - Interruption or delay of the Services agreed between MyRepublic and you;
  - The Co-location Service is only available on one power feed;
  - You exceed the Allocated Power Supply for any rack without obtaining our prior written consent;
  - Power allocation for any rack is not in accordance with the approved power allocation approved by us; or
  - You do not adopt industry best practices and deviates from the Premises NOC approved solution and/or design.
- 3.5 Your claim for a service level credit under this SLA shall be limited to the failure of the Co-location Service only. You may not claim for any other services, remote hands services, losses or expenses incurred that may be directly or indirectly caused or affected by the failure of the Data Centre Service.
- 3.6 The service level credit shall be provided for the affected Co-location Service only. There shall be no service level credit for unaffected services.
- 3.7 The service level credits given for a breach of service level shall be your sole and exclusive remedy for any outage, fault, interruption or performance degradation of the service to meet the agreed service level standards and you shall not be entitled to claim any other compensation.
- 3.8 We reserve the right to conduct an investigation on any claim submitted by you. You are obligated to provide full assistance to us in a joint investigation to determine the cause of the failure.
- 3.9 You shall be entitled to a service level credit of 5% of the MRC for the affected Co-location Service in the event that power availability breaches the committed service availability level within the first hour. For every subsequent hour of downtime, you shall be entitled to an additional service level credit of 5% of the MRC of the affected Co-location Service.
- 3.10 You may make more than one claim per month. A claim may be made in respect of each incident of breach of the service levels herein. However, you shall be entitled to claim service

level credits up to a maximum percentage of the MRC payable in that same month. This maximum percentage is indicated in the table below.

	<b>Open Rack</b>
Power	15% of the MRC payable in that same month
Temperature	No SLA applicable
Relative humidity	No SLA applicable

3.11 To be eligible to claim a service level credit, you must fulfill the following conditions:

- (a) A claim for a service level credit must be sent in writing to us within ten (10) days in which the event giving rise to the claim for the service level credit occurred. When making the claim, you must supply the service ticket number that was opened with us. If you fail to submit the claim in writing within the above stipulated time, you shall be deemed to have waived its right to claim and receive such service level credit.
- (b) You must have a current and valid subscription for the Co-location Service with us.
- (c) You must have an account in good credit status with us.

3.12 A claim in writing for a service level credit shall be supported by the following information:

- Your Customer circuit ID or reference number
- The fault reference number
- The date and time the service difficulty was reported to us or the Premises NOC
- The date and time the service difficulty was resolved
- Your contact details
- Details and amount of service level credit claimed
- Grounds for claiming the service level credit

3.13 Where you dispute the monthly availability records or amount of any service level credit, you shall not receive any service level credit until the dispute is resolved.

3.14 Parties shall work together to resolve all disputes amicably. However, in the event that Parties are unable to reach an amicable resolution, our sole decision on the matter shall prevail.

3.15 Our records and data shall be the basis for all service level credit calculations and determination.

3.16 Any claim for a service level credit must comply with the requirements set out in this clause. If you fail to make a claim in accordance with the requirements herein, you are taken to have unconditionally and irrevocably waived its right to claim the service level credit and to make any claim against us in respect of the service level default.