

Our Customer Relationship Agreement CO-LOCATION SERVICE DESCRIPTION

Internode Pty Ltd ABN 82 052 008 581

Phone: 13 66 33

1/502 Hay Street, Subiaco WA 6008

15 October 2013

Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of our CRA or our Master Services Agreement (as applicable), or in the body of this Service Description.

1. ABOUT THE CO-LOCATION SERVICE DESCRIPTION

- 1.1 The terms and conditions contained in this Service Description are additional to, and should be read in conjunction with, our CRA or Master Services Agreement (as applicable).
- 1.2 Use of the Internode Co-Location Service is subject to this Service Description and:
 - (a) the General Terms of our CRA, including the other documents listed in clause 1.2 of the General Terms; or
 - (b) our Master Services Agreement (as applicable).
- 1.3 This Service Description is applicable to both the Internode Dedicated Co-Location Service and the Internode Shared Co-Location Service. Terms that apply only to the Shared Co-Location Service are identified clearly by the wording used and take precedence over any inconsistent general terms.

2. CO-LOCATION SERVICE

- 2.1 This Service Description applies to the supply of the Co-Location Service and associated facilities within each Internode Data Centre (**Centre**) specified in the Application or in a written service arrangement and agreement addendum specifying any special terms in relation to, and a description of, the Service to be offered as agreed by you and us (**SAAA**).
- 2.2 We will use reasonable commercial endeavours to provide the co-location environment (**Co-Location Environment**) at the Centre only, including without limitation using reasonable commercial endeavours to provide physical access to the Centre, ensure the Centre is secure, and the electrical power, air-conditioning (including temperature and humidity) in relation to the Centre is maintained.
- 2.3 You are solely responsible for the purchase, maintenance and operation of your hardware and/or software (**Customer Equipment**) that is co-located within the Centre. Subject to clause 9.1 of this Service Description, the Customer Equipment remains your property at all times.

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- 2.4 The Customer Equipment that you install and use is subject to approval by us for installation and use within the Centre, as and when required by us (including after installation, if prior approval is not demanded by us). If you install or use Customer Equipment within the Centre which we do not approve (acting reasonably), we may, at your cost:
- (a) suspend your access to the Centre; and/or
 - (b) disconnect or turn off your Customer Equipment; and/or
 - (c) remove your Customer Equipment from the Centre; and/or
 - (d) terminate the Service at our absolute discretion.
- 2.5 You must not access, interfere with, adversely affect or damage our or other customer's hardware and/or software (**Third Party Equipment**) located at the Centre.
- 2.6 The following cabling may be installed only by our personnel as a cross connect service, for an additional fee:
- (a) cabling between Customer Equipment and Third Party Equipment (regardless of equipment location);
 - (b) cabling between items of Customer Equipment located in different racks; and
 - (c) for Shared Co-Location Services only, cabling between Customer Equipment located in different rack units of the same rack.
- 2.7 Requests for cross connects are subject to approval by us (which shall not be unreasonably withheld).

3. LICENCE

- 3.1 You acknowledge and agree that your agreement to purchase the Co-Location Service is for a licence only and does not create a lease, right of access or easement in respect to the Centre, nor provide you with a personal or property right in the Centre.
- 3.2 You may only access the Centre via your personnel who have been authorised by us (**Authorised Personnel**) in accordance with the authorisation procedures notified to you by us from time to time. Shared Co-Location customers may only access the Centre under the direct supervision of us during any pre-approved regular access time advised by us from time to time or by paid appointment with us.
- 3.3 Subject to the terms and conditions of our CRA or Master Services Agreement (as applicable):
- (a) we grant you a licence to enable your Authorised Personnel:
 - (A) to install, maintain and remove your Customer Equipment within the allocated racks or rack units (**Co-location Space**) in the Centre as specified in your Application or the SAAA. For the avoidance of doubt, unless you have a Shared Co-Location Service, you may install cabling between your equipment within a

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single rack without acquiring a cross-connect service. Clause 2.6 applies in relation to cabling; and

- (B) to access the Centre solely for the purpose of installing, maintaining and/or removing your Customer Equipment. When accessing the Centre, you must comply with all reasonable directions of us in relation to such access; and
- (b) in some cases we may, in our absolute discretion, grant you a licence (which must be confirmed in writing), to install cables in the conduits, ducts and chambers in the common areas of the Centre which are specified by us, provided that:
 - (A) your Authorised Personnel must comply with all directions of us relating to the installation and management of such cables; and
 - (B) to the extent that requirements in this Service Description relating to the Co-Location Space may be applied to the use of other parts of the Centre under this clause 3.3(b), you comply with such requirements.
- 3.4 You may not perform sub-floor work. All subfloor work must be completed by us.
- 3.5 You may not resell the Co-location Space or any other licences granted in respect of other parts of the Centre to third parties.
- 3.6 Unless otherwise agreed in writing, the location of the Co-Location Space within the Centre is at the sole discretion of us.
- 3.7 We reserve the right to:
 - (a) access any part of the Centre including the Co-Location Space for any reason, provided that such access does not interfere with the Customer Equipment (subject to any provisions of our CRA or Master Services Agreement (as applicable) that allow for Customer Equipment to be operated or handled by us); and
 - (b) grant rights to third parties to use other parts of the Centre.

4. RESOURCES TO MAINTAIN THE CO-LOCATION ENVIRONMENT

- 4.1 Power consumption of each dedicated rack (full, half or third) including those within a caged area and for Shared Co-Location customers power consumption of each rack unit will be measured in watt hours.
- 4.2 At the end of each month the peak hourly power consumption for that month will be recorded as the hourly peak for that month (**Monthly Peak**).
- 4.3 Permitted Monthly Peak power consumption will be provided for in your Application or SAAA (**Allocated Power**).
- 4.4 Shared Co-Location customers have a defined Allocated Power per rack unit (found in the Application or SAAA). Shared Co-Location customers:
 - (a) must not exceed their Allocated Power for each rack unit purchased; and

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- (b) must purchase additional rack units if more power than the Allocated Power is required.
- 4.5 The Shared Co-Location Customer Equipment will be power consumption tested by us at the time of installation. If the power consumption exceeds the Allocated Power then we will not install the Customer Equipment unless the Shared Co-Location customer agrees to purchase a sufficient number of rack units to cover the Allocated Power requirements.

5. PROCEDURES FOR SUPPLYING ADDITIONAL RESOURCES

- 5.1 The following clauses 5.2 to 5.8 inclusive do not apply to Shared Co-Location customers.
- 5.2 For the purposes of this Service Description, an environmental service unit (**ESU**) is a charge to reflect the resources, which include without limitation air-conditioning and infrastructure costs (**Resources**), required for us to maintain your Co-Location Services which is applied when your Allocated Power is exceeded in accordance with clause 5.5.
- 5.3 One ESU applies per 250 watt excess over your Allocated Power under clause 5.5.
- 5.4 An ESU is charged at a rate of:
- (a) \$500 per ESU for the first month; and
 - (b) \$1000 per ESU per month thereafter.
- 5.5 If the Monthly Peak is greater than the Allocated Power, we may in our absolute discretion supply additional Resources and charge for one or more additional ESUs for your Customer Equipment. We shall not be obliged to supply additional Resources in any particular month. If additional Resources are supplied you will be notified and billed for applicable ESUs on a monthly basis in arrears.
- 5.6 If we decline to supply additional Resources to a rack you will be required to:
- (a) renegotiate the power inclusion in the Application or SAAA (subject to agreement by us in our absolute discretion) within 45 days of notification by us;
 - (b) purchase additional rack space (subject to availability) within 45 days of notification by us; or
 - (c) reduce the power supplied to your Customer Equipment within 7 days of notification by us to ensure that the Allocated Power will not be exceeded at any time after that 7 day period.
- 5.7 For the avoidance of doubt, we reserve the right to immediately power down equipment to Allocated Power levels to meet safety requirements or capacity constraints.
- 5.8 If you wish to request more power than the Allocated Power according to your Application or SAAA you may request an increase from us. We may, in our absolute discretion:
- (a) refuse your request; or

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- (b) agree to provide you with an increase to your allocated power and charge you an additional fee.

6. USE OF THE CO-LOCATION SPACE AND THE CENTRE

6.1 You must:

- (a) ensure that the Co-Location Space is kept clean and remains in a neat, tidy and safe condition;
- (b) maintain the Customer Equipment in good condition;
- (c) ensure that your Customer Equipment has been tagged and tested in accordance with Australian Standard ASD/NZS 3760 In-service safety inspection and testing of electrical equipment in the 12 months prior to installation at the Centre;
- (d) comply with our reasonable requests in relation to the electrical testing of your Customer Equipment;
- (e) only use the Co-Location Space for the placement and operation of Customer Equipment;
- (f) not use the Co-Location Space to cause any injury, damage or nuisance to any person or property including without limitation the Centre and/or any Third Party Equipment located in the Centre;
- (g) not make any alteration or addition (whether structural or non-structural) to the Co-Location Space;
- (h) make good any unauthorised alterations or damage to the Co-Location Space within 14 days of written request by us to do so (if you fail to do so, we may carry out such work at your expense);
- (i) maintain an accurate inventory of Customer Equipment located in the Co-Location Space and supply copies of such inventory to us;
- (j) upon request, promptly remove equipment from the Co-Location Space which
 - (A) interferes with the equipment of us or third parties in the Centre;
 - (B) interferes with the safe and efficient operation of the Centre; or
 - (C) emits unacceptable levels of electromagnetic emissions;
- (k) ensure that the Co-Location Space and any associated services are not used to reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information or material of any kind (including but not limited to information or material accessed through or received from the Services) that infringes any copyright, patent, trade mark, design or other intellectual property right;
- (l) comply with any statutes, regulations or codes of practice applicable to your use of the Co-Location Space and the Centre; and

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- (m) comply with our instructions and policies as notified to you from time to time which relate to:
 - (A) Customer Site Induction Notes or any similar documentation produced by us and provided to you;
 - (B) the requirements of our technical and installation standards in respect of the Centre;
 - (C) electrical power management procedures;
 - (D) method statements and procedures on cable management; and
 - (E) occupational health and safety policies and procedures, including any requirements relating to the disposal of rubbish and floor weight loading,

as are notified to you from time to time.

6.2 If you are in breach of clause 6.1 we reserve the right to:

- (a) suspend your access to the Centre; and/or
- (b) reduce the power supplied to your Customer Equipment; and/or
- (c) remove your Customer Equipment from the Centre; and/or
- (d) terminate your Co-Location Service.

7. SECURITY

7.1 You must:

- (a) not compromise or interfere with security at the Centre or any third party system or network connected to the Centre;
- (b) ensure that access to the Centre is sought by only your Authorised Personnel whose full names, telephone numbers, signature and photos have been provided and approved by us in advance;
- (c) ensure that your Authorised Personnel hold any security passes and identification directed by us and ensure that such passes are surrendered by your Authorised Personnel if they cease to have responsibilities which require access to the facility;
- (d) ensure that your Authorised Personnel do not take photographs or video in the Centre at any time; and
- (e) subject to clause 7.1(f), not permit any third party (other than parties authorised by us in writing) to access the Centre,
- (f) notwithstanding clause 7.1(e), your Authorised Personnel may access the Centre accompanied by two of your employees or contractors provided that they remain under the direct supervision of your Authorised Personnel and you agree that anything done by such employees or contractors in the

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Centre shall be deemed to have been done by you for the purposes of this agreement.

- 7.2 We accept no responsibility for Customer Equipment that is not stored within the Co-Location Space.
- 7.3 You are solely responsible for accepting delivery of Customer Equipment to the Centre (unless otherwise agreed with us).
- 7.4 We may, at our discretion:
- (a) deny access to or remove from the Centre any of your agents, employees or sub-contractors or of any other persons for whose acts or omissions you are held liable, who, in our reasonable opinion, present a threat to the security of the Centre, may prohibit or interfere in us providing the Co-location Services to other customers, or in respect of whom you have failed to request a right of access from us. We are not responsible for any consequences of any such person being refused entry to or being removed from the Centre;
 - (b) acting reasonably:
 - (A) inspect and record the condition of the Centre or any equipment located within it;
 - (B) remedy any breach by you of your obligations under this Service Description at your cost;
 - (C) repair, maintain, clean, alter, replace, install any hardware or software within the Centre; or
 - (D) repair, maintain, alter or rebuild any part of the Centre including the Co-location Space.

8. RELOCATION

- 8.1 We may, on 30 days' prior written notice to you and at our reasonable expense, require your Customer Equipment to be relocated:
- (a) within the Centre;
 - (b) to another Data Centre within the same metropolitan area,
- provided always that:
- (c) the relocation shall be to Co-Location facilities with equivalent or better technical specifications;
 - (d) we shall use all reasonable endeavours to consult you to make arrangements to minimise disruption to the operation of the Customer Equipment; and
 - (e) we will endeavour to give more than the minimum of 30 days' notice of the relocation.

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9. AFTER TERMINATION

- 9.1 On termination of the CRA or Master Services Agreement (as applicable), or the Co-Location Service, for any reason, you must:
- (a) disconnect and remove all Customer Equipment from the Co-Location Space. If you fail to do so, you acknowledge that we may do this for you;
 - (b) remove your Customer Equipment from the Centre within 14 days of termination unless you arrange otherwise in writing with us. If you fail to do so, we may, at your cost:
 - (A) remove such Customer Equipment from the Centre; and
 - (B) after 90 days dispose of your Customer Equipment at our discretion (including, without limitation, store, return or sell your Customer Equipment). You indemnify us against any liability in respect of any third party claims relating to the disposal of Customer Equipment under this clause.
- 9.2 After the expiry of the Service, the CRA or Master Services Agreement (as applicable), we, without prejudice to our other rights or remedies, reserve the right to:
- (a) charge you (at our then-current standard charges for the Co-Location Service) for any continued use of the Co-Location Service; or
 - (b) disconnect and remove your Customer Equipment from the Co-Location Space upon 14 days notice, in which case the provisions of clause 34 apply.

10. INSURANCE

- 10.1 It is your responsibility to maintain, at your expense, insurance in relation to your Customer Equipment.
- 10.2 You undertake that you will maintain adequate insurance in relation to your Customer Equipment for each Centre in which you have Customer Equipment co-located (including, without limitation, insurance in respect of third party property damage, injury and death in an amount not less than ten (10) million dollars, and (if applicable) adequate insurance in respect of workers compensation and employer's liability). You must promptly provide certificates of currency for such insurance upon request by us.

11. GENERAL

- 11.1 We are not responsible for, and you must indemnify us for, any delay in providing the Co-Location Service caused by the supply of inaccurate or incomplete data, documentation or materials by you. We may require you to pay for any costs incurred by us in connection with this clause.
- 11.2 The Co-Location Service and the Centre is provided to you 'as is' and is used entirely at your own risk. We will use reasonable commercial endeavours to maintain the Centre as required for a standard Co-Location Environment (including without limitation maintaining the security to the Centre, and that adequate electrical

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power and air-conditioning services are maintained), however we do not warrant that this will always be the case or that your access to the Centre will always be available, timely or secure, or that your Customer Equipment will not be damaged or interfered with by any third party.

- 11.3 You acknowledge that to the extent we have made any representation which is not otherwise expressly stated in our CRA or Master Services Agreement (as applicable), you have been provided with an opportunity to independently verify the accuracy of that representation. Subject to this, you warrant that you have not relied on any representation made by us which has not been stated expressly in our CRA or Master Services Agreement (as applicable).
- 11.4 If the Customer Equipment is located in a Centre operated by one of our wholesale data centre service suppliers, including NextDC Ltd (**NextDC**), Harbour MSP Pty Ltd (**Harbour**), Equinix Australia Pty Ltd (**Equinix**), Primus Telecommunications Pty Ltd (**Primus**), Nextgen Networks Ltd (**Nextgen**) or Global Switch Property (Australia) Pty Ltd (**Global Switch**) you acknowledge and agree that this Service Description may be altered at any time by us to the extent that NextDC, Harbour, Equinix, Primus, Nextgen or Global Switch amend the terms and conditions upon which they supply their services to us, provided that we provide written notice to you if the variation will cause you detriment.
- 11.5 If you obtain other goods or services relating to the Co-Location Space from a third party who charges us for those goods or services we will pass these charges on to you together with a reasonable administration charge.
- 11.6 Where confidential information is provided by us to you, you must treat all such confidential information as confidential and must take all steps necessary to preserve its confidentiality.

12. INTERNODE HELP DESK

Contact Number: 13-NODE (13 66 33)

Hours of Coverage to Respond	24 x 7 (including Public Holidays)
Response Target:	30 minutes
Hours of Coverage to Restore	24 x 7 (including Public Holidays)
Customer Update Period	Every 2 Hours
Restore Target	2 Hours
Availability Target	99.9%
Availability Guarantee	YES

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- 12.1 To be read in conjunction with our CRA or Master Services Agreement (as applicable).
- 12.2 All times quoted as CST.