



# Additional Terms in respect of Co-Location Services

The Customer's attention is drawn in particular to the limitation of liability for sub-contractors in clause 2.11.

## 1 Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**"Customer Equipment"** means the computer, networking and/or telecommunications equipment (either owned by the Customer or rented from Cloud Heroes) to be hosted by Cloud Heroes as specified in the Specification;

**"Co-Location Services"** means the co-location services to be provided by Cloud Heroes to the Customer as set out in the Quotation;

**"Licensed Space"** means the rack/unit space allocated to the Customer for the hosting of the Customer Equipment;

**"Location"** means Cloud Heroes' (or its subcontractor's) premises at which the Customer Equipment is to be hosted as detailed fully in the Specification;

**"Opening Hours"** means the times during which Cloud Heroes will provide support;

**"Required Downtime"** means a planned period, necessary for maintenance, upgrades, repairs and similar activities, during which some or all of Cloud Heroes Equipment and/or other facilities at the Location are non-functional or otherwise unavailable and the Co-Location Services are consequently likely to be disrupted;

**"Security Procedures"** means the security procedures implemented and operated by Cloud Heroes;

**"Service Downtime"** means an unplanned period during which some or all of Cloud Heroes Equipment and/or other facilities at the Location are non-functional or otherwise unavailable and the Co-Location Services are consequently likely to be disrupted;

**"Service Provider Equipment"** means all equipment including but not limited to electrical equipment, computer equipment, telecommunications equipment and infrastructure provided and operated by Cloud Heroes at the Location.

## 2 The Co-Location Services

2.1 Cloud Heroes shall provide the Co-Location Services to the Customer subject to these terms and conditions and any other terms of the Contract.



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- 2.2** Cloud Heroes shall grant to the Customer a non-exclusive and non-transferable licence to install the Customer Equipment into the Licensed Space at the Location. The Customer Equipment shall be installed at a date and time to be agreed between Cloud Heroes and the Customer.
- 2.3** During the installation of the Customer Equipment as provided under sub-Clause 2.2 the Customer shall act in accordance with any and all reasonable instructions issued by Cloud Heroes with regard to such installation and with regard to use of the Licensed Space and the Location.
- 2.4** Cloud Heroes shall at all times use all reasonable endeavours to ensure that it, its employees and any third parties (including, but not limited to, subcontractors) under its authorisation and control shall act in accordance with the Security Procedures.
- 2.5** Cloud Heroes shall provide at the Location electrical power, climate control and security as provided for in the Specification.
- 2.6** Cloud Heroes shall use all reasonable endeavours to ensure that nothing – including, but not limited to, the provision of co-location services to other clients; repairs, maintenance or alterations to the Location, the Licensed Space or Cloud Heroes Equipment – shall adversely affect the Co-Location Services. Where disruption is unavoidable, Cloud Heroes shall inform the Customer in writing, giving full details of any planned disruption including reasons and expected duration.
- 2.7** Cloud Heroes may from time to time have cause to move the Customer Equipment (and the Licensed Space) from one part of the Location to another. If such a move is required, Cloud Heroes shall give the Customer prior written notice, providing full details of the relocation and the reasons therefor. Cloud Heroes shall use all reasonable endeavours to ensure that disruption to the Customer and to the Co-Location Services is kept to a minimum. All reasonable costs and expenses arising from such relocation shall be borne by Cloud Heroes unless otherwise agreed with the Customer.
- 2.8** Nothing in this Agreement shall be deemed to confer upon the Customer any tenancy rights or create any relationship of landlord and tenant between Cloud Heroes and the Customer.
- 2.9** Where the Client Equipment is the property of the Client, nothing in this Agreement shall be deemed to confer upon Cloud Heroes any rights or interest in, or title to, the Customer Equipment. The Customer retains all rights and title in and to the Customer Equipment (subject to any agreements into which the Customer may enter with third parties).
- 2.10** The Customer acknowledges that equipment belonging to other clients of Cloud Heroes will be hosted at the Location and that all facilities provided at the Location and by Cloud Heroes will be shared with such other clients' equipment.
- 2.11** The Customer acknowledges that, whilst Cloud Heroes has chosen its sub-contractors carefully, Cloud Heroes has very limited physical control over the Location and shall not be responsible for any act or omission of the owner/controller of the Location which is outside its reasonable control.



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## **3 Disconnection of Customer Equipment**

If Cloud Heroes, in its reasonable opinion, believes that the Customer Equipment may at any time be the cause of, or a contributing factor to, or affected by any problem with Cloud Heroes Equipment, third party clients' equipment or the power supply, Cloud Heroes may temporarily disconnect the Customer Equipment from the power supply in order to investigate and rectify any problem which may arise. Disconnection may also be required when carrying out the maintenance and/or repairs (including upgrades) of any Service Provider Equipment, Customer Equipment, the Licensed Space or the Location.

## **4 Customer's Obligations**

- 4.1** The Customer shall be responsible for compiling and maintaining a complete and up-to-date inventory of the Customer Equipment which is stored and used in the Licensed Space and shall, on request, provide Cloud Heroes with a copy of the same.
- 4.2** The Customer shall ensure that all Customer Equipment is clearly marked as belonging to the Customer.
- 4.3** The Customer shall be responsible for acquiring and maintaining suitable insurance for the Customer Equipment.
- 4.4** The Customer shall comply fully with the Security Procedures.
- 4.5** The Customer shall not perform, or allow to be performed on its behalf, any action which may jeopardise the security, safety or reliability of any other equipment (including, but not limited to, Cloud Heroes Equipment) at the Location.
- 4.6** The Customer shall be fully responsible for ensuring that any third parties authorised to act on its behalf under this Agreement (including, but not limited to, employees and sub-contractors) shall act in full compliance with the terms of this Agreement at all times.