

IntraPower Terrestrial Pty Ltd

Product Group Conditions

IntraPower Co-location

1. Application

- a. These terms apply to all co-location services we provide and form part of our customer contract with you. They must be read in conjunction with our Basic Conditions at www.intrapower.com.au/terms.

2. Co-location services

- a. Co-location services are server and communications equipment housing services and any of the following services that we agree to supply to you:
 - I. server installation services;
 - II. internet connection services;
 - III. carrier connection services;
 - IV. minor maintenance services; and
 - V. additional services.

3. Rack cabinets

- a. You must ensure that customer equipment fits into rack cabinets supplied by us or our Wholesaler.
- b. Server housing services will be in rack units in rack cabinets supplied by us or our Wholesaler.
- c. You must pay fees for each rack unit you require for the customer equipment, and any spare parts, consumables or other items stored in connection with server(s) and any space required to be left vacant for heat dissipation or ventilation.
- d. If you want to use additional rack units they are subject to availability and any waiting list and may not be available in your preferred position.
- e. No customer equipment may protrude outside of your allotted rack units.

4. Delivery and installation

- a. You may only deliver customer equipment to the data centre during business hours and only after you have given us reasonable notice.
- b. You must install all customer equipment (unless we have agreed to do so) provided:
 - I. it is done during business hours, unless otherwise approved by us;
 - II. you have provided us at least 24 hours notice;
 - III. you have checked that the equipment is safe and in good repair;
 - IV. the customer equipment has all necessary data and power cables compatible with our facilities;
 - V. you are accompanied by an authorised staff member of ours;
 - VI. you follow our authorised staff member's directions and comply with any rules we have, including occupational health and safety;
 - VII. the customer equipment is suitable for and fits our rack units and rack cabinet.
- c. Where you enter into a customer contract with us we may allocate you specific rack space for your use – this is without prejudice to our rights to change the location of that rack space.
- d. Where we do not allocate you specific rack units for use, you may only use rack space that we allow you to use – but we may relocate you at anytime.

5. Configuration and maintenance of customer equipment

- a. Unless we have agreed to do so, you are solely responsible for the configuration of all customer equipment, subject to complying with any direction of ours.
- b. You are solely responsible for the maintenance of customer equipment, but you may request that we provide minor maintenance services.
- c. You must not connect or attempt to connect the customer equipment to our equipment except as directed by our authorised staff member.

6. Standards and relocation

- a. You must ensure that customer equipment complies with all standards.
- b. If we find customer equipment does not comply with all standards, you must immediately make it comply, but we may disconnect or switch off customer equipment in the meantime.
- c. We may relocate customer equipment in the data centre in our discretion, but we will consult you and provide you with reasonable notice before we do so.
- d. Despite clause 6 (c) we are not required to consult or provide you with notice where relocation of customer equipment is necessary in an emergency; in a case where it poses a threat to occupational health and safety; and where required by law.

7. Access to the data centre

- a. Subject to this clause 7, you or any of your authorised representatives may access the data centre to bring in, work on or remove customer equipment in accordance with the rules.
- b. Only properly identified persons, with satisfactory evidence of their authority to represent you, may enter the data centre on your behalf.
- c. We may:
 - I. limit access on behalf of you to specified and pre-approved persons included on a customer access control list who present any form of identification or authority mandated by us;
 - II. remove any person from a customer access control list, or deny any person access to the data centre, in our absolute discretion; and
 - III. restrict the number of persons in the data centre at any one time, and make others wait.
- d. We are not responsible for anything done by your representatives.
- e. Neither you or your representatives may modify or interfere with our equipment.
- f. Anything that you or your representatives do in the data centre must be done by arrangement with us and on reasonable notice in the circumstances.

8. Storage

- a. Any thing stored by you or your representatives at the data centre must:
 - I. at all times be approved by us (and you must give us any information we need to consider its approval);
 - II. only be stored in a rack unit allotted to you by us; and
 - III. be removed from the data centre if we determine it to be unsuitable.
- b. Neither you or your representatives may make the data centre untidy, dirty or littered.
- c. All customer equipment and associated equipment must be stored within their allocated rack units and rack cabinets – unless otherwise approved in writing.

9. Co-location rules

- a. Apart from any other rules we may make, we or our Wholesaler may make and alter rules regulating the way:
 - I. customer equipment is delivered or installed;
 - II. how it is to be connected or terminated;
 - III. how it is to be labelled;
 - IV. how and when you or your representatives may access the data centre;
 - V. what standards apply to customer equipment;
 - VI. how changes to the customer contact are to be communicated;
 - VII. what kinds of equipment cabinets customers may request to source themselves; or
 - VIII. any other matter desirable for the safe, efficient and reliable operation of the data centre.

10. Removal of equipment

- a. Subject to any lien (or other right that we may exercise) that we may have, you must safely remove customer equipment from the data centre without causing any damage and leaving its rack space tidy and ready for use by other persons, at a time approved by us.
- b. If you leave any customer equipment in the data centre for more than 30 days without a satisfactory arrangement for its storage and collection, we may charge a holding fee and ship it back to your known business address, at your cost and risk; or give you notice that we intend to sell the customer equipment, and if no satisfactory arrangement is made within a further 30 days, sell the customer equipment, deduct any unpaid fees and the costs of storage and sale and treat the balance in accordance with the Unclaimed Moneys Act 1962.
- c. Where we exercise our rights under clause 10 (b) you release us and our agents from any liability in respect of such a sale, and indemnify us against any claim by a third party arising out of it.
- d. The indemnity in clause 10 (c) is in addition to and not instead of any other indemnity in our Basic Conditions.

11. Insurance

- a. You must keep the customer equipment continuously insured against all risks for its full replacement value, and any direct or indirect, consequential or secondary loss you would suffer if it or the data on it was lost or damaged.
- b. While you acquire any services under these category terms, and for a period of 6 months afterwards, you must maintain public liability insurance (covering both personal injury and property damage).
- c. The insurance in clause 11 (b) must:
 - I. be for an amount of coverage for at least AUD\$10million per event;
 - II. cover all acts or omissions (including negligence) by you, your agents, employees or customer equipment;
 - III. be taken out with a reputable insurer;
 - IV. note us as a beneficiary;
- d. If we ask for it, you must provide us with a copy of the certificate of currency of insurance and the policy document, relating to the insurance in clause 11 (b).

12. Security and Back-up

- a. In addition to your obligations under the Basic Conditions and unless we have agreed to do so as an additional service you are solely responsible for:
 - I. determining your security needs;
 - II. sourcing and selecting any firewall or other security hardware or software;
 - III. determining the appropriate configuration of any firewall or other security hardware or software;
 - IV. assessing the ongoing suitability of any firewall or other security hardware or software; and
 - V. determining whether to patch, upgrade or reconfigure any firewall or other security hardware or software.
 - VI. back-up of all data, information and software stored on or which passes through the customer equipment.
- b. Where we agree, we may as an additional service, install and configure any firewall or other security hardware or software, or any patch or upgrade to them. Our only obligation is to do so in accordance with any written instructions from you, and apart from that, we are not responsible for any failure of any firewall or other security hardware or software to provide full protection of a server or any software or data on it.
- c. We are not responsible for testing or monitoring the operation of any firewall or other security hardware or software.

13. Record keeping

- a. You must not bring any equipment into the data centre without declaring it to our staff or our Wholesaler's staff on duty and providing any identifying information (e.g. serial number or model number) or other information (e.g. value of equipment) that is requested.
- b. You must not remove any equipment from the data centre without declaring it to our staff or our Wholesaler's staff on duty and providing any information necessary to identify it against its incoming record.
- c. Neither we nor our Wholesaler are obliged to permit the introduction into, or the removal from the data centre of any equipment that we are not satisfied is properly identified.
- d. We may make any enquiry or keep any record we require to maintain our inventory of the data centre and its contents. The inventory is solely for our purposes, and you may not access or rely upon it.
- e. We may treat all equipment brought into the data centre by or on behalf of you as your absolute and unencumbered property, and you indemnify us against any claims by any other person to any interest whatsoever in the equipment.
- f. If we issue identification stickers or devices for customer equipment, you must keep them applied to the applicable item as long as it is in the data centre.

14. Additional Rights

- a. In addition to any other rights we have, where you are in breach of your customer contract, we may with written notice:
 - I. suspend your access (or make your access conditional) to the data centre;
 - II. prevent you from removing customer equipment (and associated equipment) from the data centre;
 - III. exercise a lien over customer equipment (and associated equipment);
 - IV. terminate or restrict data, power or cooling to the customer equipment (and associated equipment);
- b. We may also exercise the rights in clause 14 (a) upon termination of a customer contract.
- c. Where we exercise any rights under clause 14, you indemnify us against any loss or damage which may arise.

15. Power, Data and Environment

- a. Despite anything to the contrary we may vary the amount of power we make available to your rack space.
- b. Where you exceed the power allocated to your rack space, we may with written notice:
 - I. suspend or terminate your customer contract;
 - II. charge you for excess power usage in accordance with our then current price list;
 - III. we may relocate your rack space, in whole or in part.
- c. Customer equipment and associated equipment must plug directly into (and only use) our power distribution units, unless we agree otherwise in writing.
- d. We are not obliged to allow you to interconnect to another supplier's data or power service, but where we do, we may impose an additional ongoing interconnection charge and any other term or condition.
- e. In addition to any other right we have, we may require you to relocate or move customer equipment and associated equipment for any reason and except in the case of an emergency or direction of our wholesaler, we will give you written notice.

16. Property Rights

- a. This agreement does not give you any property rights in the data centre.

17. Dictionary

Expression	Meaning
additional services	any other service offered from time to time by us as a co-location service, as generally described in our product description subject to our service application, such as load balancing, monitoring, or reporting
associated equipment	any equipment required or used by you in connection with server/s, such as back up devices and equipment of a carrier that provides telecommunications services to server/s
backup services	(a) removing your backup media from server/s or associated equipment; (b) dealing with the media as you reasonably request; and (c) inserting fresh media as supplied by you
carrier	carrier licence holder under the Telecommunications Act 1997
carrier connection services	(a) allowing you to have server/s connected to telecommunications services provided by a carrier; (b) giving you and the carrier reasonable assistance to effect connection to the carrier's telecommunications services; and (c) permitting the installation of a carrier's associated equipment – in every case, at your expense, and subject to our current fees
customer equipment	as defined in the Basic Conditions
data centre	our co-location facility as identified in your service application and if more than one each of those locations
internet connection services	(a) supplying and fitting cables to connect server/s to a point of connection to the Internet at a bandwidth as near as practicable from time to time to that indicated in the service application; and (b) using reasonable endeavours to keep that connectivity operating normally
load balancing	allocating Internet traffic to one of two or more servers that support the Internet protocols that is best able to deal with that traffic at that time, in accordance with our load balancing procedures at any time
minor maintenance services	rebooting a server, and any other action that you request from us, and which we agree to
monitoring	regular IP ping testing of the operation of all server interfaces with public-routable IP addresses, and response testing as follows: (a) for a web server: port 80; and (b) for an SMTP server: port 25.
rack cabinets	an industry standard equipment cabinet approved by us and made up of multiple rack units
rack space	the space within the rack units we allow you to use
rack units	a slot within a rack cabinet approximately 44mm x 600 mm x 100m
reporting	monthly reporting of key data in accordance with our standard reports from time to time
rules	rules we make or vary from time to time concerning the matters in clause 9
server	a computer accepted by us, and when it is provided by you is part of the customer equipment
server housing services	(a) allowing you to keep server/s in rack unit/s in rack cabinet/s at the data centre, connected to a suitable power supply; and (b) using reasonable endeavours to keep that power supply operating normally
server installation services	(a) physically installing server/s in a rack cabinet at the data centre;

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	(b) connecting server/s to a suitable power supply; and (c) using reasonable endeavours to keep that power supply operating normally; (d) turning server/s on
service application	our application form for a service as required by us from time to time
standards	Any of the following that are applicable: Australian Standards, Federal, State or local electrical, communications or safety standards, industry standards for safety or non-interference with other equipment, or any limits set by the Australian Communications and Media Authority for interference with other equipment or services or noise or for telecommunications equipment, connections and services and/or any standard prescribed the rules