



## 1st Easy Manchester Colocation Service IFL Reynolds House

This agreement is accepted and entered into on \_\_\_\_\_ (the "Effective Date"),  
between 1st Easy Limited ("1st Easy") and \_\_\_\_\_ (the "Client").

### 1.0 Definitions

1.1 "Client Data" means all supporting data files and data structures provided by the Client for its Server.

1.2 "Client Server" means the serving computers, network hardware, backup device, operating-systems and software, provided by the Client in accordance with this Agreement.

1.3 "Colocation Service" means the service of colocation entered into and cabinet space, network connectivity to the Internet, installation services, power, remote power devices and datacentre services provided to the Client.

1.4 "SLA" means Service Level Agreement as defined in section 10 of this agreement.

### 2.0 Scope of Services

2.1 Colocation Service. 1st Easy will provide the Colocation Service and associated services in a manner acceptable in the industry. 1st Easy are not responsible for the Client Data residing on the Client Server. Client is ultimately and solely responsible for the backup of Client Data stored on Client Server. 1st Easy may be able to provide backup services at Client's request.

2.2 Client Server Set-Up and Updating. The Client owns the Client Server. 1st Easy will assist in configuring the Client Server as part of the Colocation Service. Client will load the Client Data onto the Client Server so as to create a fully functional Internet presence. After the Client Server is loaded, set up with the Client Data, and is fully operational, Client will be responsible for all server content management.

2.3 Colocation Service Support. Telephone and Email support is included with 1st Easy' Colocation Service for the identification of faults with the Colocation Service. Additional support and professional services can be purchased at the current rate, as detailed in Section 10.0 of this contract.

2.4 Client Server Connection and Access. 1st Easy Limited will provide connection for the Client Server to the Internet, including all telecommunications equipment and connections for the Client Server to provide public access on a 24-hour-a-day, 7-day-a-week basis, with the exception of scheduled maintenance downtime. 1st Easy will make best efforts to provide uninterrupted Client Server Connection and Access, except for scheduled maintenance downtime and any interruption to Client Server Connection and Access beyond 1st Easy' control caused by, for example, acts of nature, third-party equipment or transmission failures, or security breaches.

Initial: \_\_\_\_\_

2.5 Maintenance Services. 1st Easy will perform maintenance services as 1st Easy determines reasonably necessary to maintain the continuous operation of the Colocation Service and Client Server. Client agrees to periodically scheduled maintenance downtime periods. 1st Easy will provide prior notice of the maintenance downtime, except when circumstances beyond 1st Easy's control which limit 1st Easy's ability to do so.

2.6 Hardware, Equipment and Software. Client is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access the Client Server. 1st Easy make no representations, warranties, or assurances that Client's equipment will be compatible with 1st Easy's service.

2.7 Colocated Client Server. 1st Easy are not liable for the operation of a Client Server, theft, damage, liability or otherwise. In a Colocation Service, Client assumes all responsibilities, directly or indirectly associated with the Client Server. Client should ensure that the Client Server is adequately insured against theft and public liability. Instructed support work is chargeable at our standard hourly rates as defined in 10.7.

### 3.0 Payment Terms

3.1 Set-Up Fee. There may be a setup fee with our Colocation Service, as stated in Appendix A, normally due in advance of, or on, the Effective Date above.

3.2 Monthly Service Fee. Client will pay to 1st Easy a Monthly Service Fee for the services provided by 1st Easy under this Agreement, as indicated in Appendix A. The Monthly Service Fee is billed to the Client in advance and is due in advance of the month in which the Monthly Service Fee is due. The Monthly Service Fee is subject to adjustment, with three months notice, according to pricing as displayed on 1st Easy' web site, or by notification in writing by 1st Easy. Client may opt to pay annually with a one month free discount, in which case the Annual Service Fee is billed in advance and is due in advance of the annual anniversary.

3.3 Power and Bandwidth Fees. Client is allocated ongoing power (measured in Amps) and dedicated bandwidth (measured in Mbits/sec) as part of the Colocation Service, as indicated in 11.1 and 11.2 respectively. Additional power and bandwidth usage is charged as indicated in 11.0, 11.1, 11.2 and 11.3. The Power and Bandwidth Fees are billed to the Client at the beginning of each month and is due on the 10th day of the month in which the Fees are billed.

3.4 Contract Length and Cancellation. The contract length is one, two or three years, as selected in Appendix A and the contract automatically renews for one year after this selected duration. There is a termination fee of 50% of the remaining Monthly Service Fees due up the end of the initial duration, or after the initial duration, to the next annual anniversary within this contract. Client is free to cancel the contract by giving three month's notice in writing to 1st Easy Limited's postal address. No refund will be given on existing fees paid.

3.5 Breach. Upon a breach of the agreement pursuant to clause 6.4, 1st Easy reserves the right to terminate service to Client. In the event 1st Easy terminates service to Client because of a breach by Client, Client will be charged in full for the entire month in which the breach occurred, plus 50% of any remaining Monthly Service Fees due up to the next anniversary of the contract. Any refund is at the discretion of 1st Easy.

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3.6 Tax. These fees are exclusive of any and all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the services provided under this Agreement, except that Client's income taxes and any sales or similar taxes on the sale of the Client products and services to end users shall be the sole responsibility of the Client.

3.7 Delivery of Payment Against Invoice. Client will pay invoice in full within 30 days of the invoice date. 1st Easy reserves the right to cancel client services if payment is not received within 30 days of the invoice date.

#### **4.0 Representations and Warranties**

4.1 Compliance with Law. Client represents and warrants that Client will comply with all applicable state and federal laws Client's performance of this Agreement and in the use and operation of the Client Server under the Colocation Service, including laws governing technology, software and trade secrets.

4.2 Authority to Contract. Client represents and warrants that Client has full authority and right to enter into this Agreement and that there are no conflicting claims relating to the rights granted by this Agreement.

4.3 Non-Infringement. Client represents and warrants that Client's performance of this Agreement and providing the Client Server for operation under the Colocation Service, including the software or data files, shall not infringe the intellectual property or other proprietary rights of any third party.

4.4 1st Easy Performance. 1st Easy represents and warrants that 1st Easy' services shall be performed in a professional and workmanlike manner, and that the Colocation Service will be operated in accordance with 1st Easy' obligations as defined by this Agreement.

#### **5.0 Disclaimer of Warranties**

5.1 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED ABOVE, 1ST EASY MAKE NO WARRANTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, AND ALL SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT.

5.2 Risk of Use. Client expressly agrees that use of 1st Easy Colocation Service is at Client's own risk. Neither 1st Easy, 1st Easy employees, affiliates, agents, third-party information providers, merchants, licensors or the like, warrant that the Colocation Service will not be interrupted or error free; nor does 1st Easy make any warranty as to the results that may be obtained from the use of 1st Easy' Colocation Service or as to the accuracy, reliability or content of any information serviced or merchandise contained in or provided through 1st Easy's service, unless otherwise expressly stated in this Agreement.

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5.3 Limited Liability. Under no circumstances, including negligence, will 1st Easy, 1st Easy officers, agents or anyone else involved in creating, producing or distributing 1st Easy' Colocation Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use 1st Easy' Colocation Service. 1st Easy will further not be liable for results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays and operation, or transmission or failure of performance whether or not limited to acts of nature, communication failure, theft, destruction or unauthorized access to 1st Easy' records, programs or services. Client acknowledge that this paragraph shall apply to all aspects of the Colocation Service.

5.4 Remedy. Client's exclusive remedy for all damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) will not (a) exceed the actual pound amount which Client paid during the 1 month period prior to the date the cause of action arose, or (b) include any incidental, consequential, extemporany or punitive damages of any kind, including without limitation, loss of data, file, profit, good will, time, savings or revenue.

5.5 Your statutory rights are not affected by this contract

## 6.0 Term and Termination

6.1 Effective Date. The Effective Date of this Agreement is the date the Colocation Service commences.

6.2 Duration. This Agreement will commence on the Effective Date for a term of one, two or three years, as selected in Appendix A. After this duration, this agreement shall automatically renew and continue on an annual basis at the current term prices, unless three months prior notice of cancellation is given.

6.3 Termination for Convenience. Subject to Section 3.4, Client may terminate this Agreement at any time for Client's convenience by providing 1st Easy with three months advance written notice. No portion of Client's payment is refundable under this section.

6.4 Breach or Default. The following constitute a breach or default of this Agreement: a) Client's failure to pay the current year's Service Fee by the tenth day of the following month, b) Client's violation of Section 8.0, c) Client's violation of 9.2, or d) Client's violation of Sections 4.1, 4.2 or 4.3.

6.5 Special Lien on Personal Property. 1st Easy retains a special lien on all of Clients personal property in 1st Easy' possession to secure any payment amount Client may owe to 1st Easy under this Agreement.

## 7.0 Ownership Rights

7.1 Ownership Rights. 1st Easy acknowledge that all right, title and interest in the Client Data and Client Server shall be solely owned by the Client. 1st Easy owns or has licensed all network monitoring software. In the event that 1st Easy elects, at 1st Easy' option, to provide custom software to Client, this software will be licensed to Client for use only on 1st Easy' Colocation Service on a non-exclusive, royalty-free, fully-paid basis according to the terms of this Agreement. Client acknowledges that the Cabinets, Remote Power Units, Network Switches, Cables, UPS', other related hardware and software are the property of 1st Easy or its suppliers.

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## 8.0 Inappropriate Conduct

8.1 Activities Subject to Immediate Deactivation. Any Colocation Service that is used for illegal, abusive or unethical activities may be immediately deactivated by 1st Easy without warning to Client. Illegal, abusive or unethical activities include, but are not limited to, obscenity, violations of privacy, hacking, computer virus, gambling, or promotion of gambling, and any harassing or harmful materials or uses, as determined by 1st Easy. Client agrees to indemnify and hold 1st Easy and its suppliers harmless from any claim resulting from Client's publications or use of Illegal, Abusive or Unethical materials. Although 1st Easy will make reasonable efforts to alert Client to such activities and allow Client an opportunity to cure them within a 12-hour period after discovery. 1st Easy is not required to give notice before deactivating Client's use of 1st Easy's services if, in 1st Easy's discretion, Client's use is or results in illegal, abusive or unethical activities. If a Colocation Service or connection to a Client Server is disabled, the regular annual fees still apply.

## 9.0 Miscellaneous

9.1 Public Nature of Internet. Please understand that all information submitted on the Client Server shall be considered publicly accessible. Important and private information should be protected by Client. For example, 1st Easy are not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network provider that Client may use.

9.2 Unsolicited Electronic Mail. Client is expressly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, information announcements, and political tracts. Such material may only be sent to those who have specifically requested it. Malicious or threatening email is also prohibited. Although 1st Easy will make reasonable efforts to alert Client to such activities and allow Client an opportunity to cure them within a 12-hour period after discovery, 1st Easy reserve the right to immediately deactivate Client's use of 1st Easy' services, if 1st Easy discover such activity. Further, Client agree to indemnify and hold 1st Easy harmless from any claim resulting from Client's use or distribution of electronic mail services through the service provided through this Agreement.

9.3 Governing Law and Solicitor's Fees. This Agreement will be interpreted and applied in accordance with the laws of England, without regard to the conflicts of law provisions. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and solicitors' fees, whether or not a suit is actually filed.

9.4 Control and Ownership of IP. 1st Easy maintains and controls ownership of all IP numbers and addresses that may be assigned to Client, and 1st Easy reserves, in 1st Easy's sole discretion, the right to change or remove any and all IP numbers and addresses.

9.5 Resale of Services and Flow-down of Obligations. Client may resell Colocation Services but Client must first obligate any such resale to the same terms of this Agreement and incorporate into that resale all of 1st Easy, including rights regarding content and activity.

9.6 Age. Client certifies that it is at least 18 years of age.

9.7 Transfer. Client may not transfer or assign this Agreement without the written consent of 1st Easy.

Initial: \_\_\_\_\_

## 10.0 Service Level Agreement (SLA) and Support Rates

10.1 Power and Temperature SLA. 1st Easy aim to provide 100% service of power and 99.97% temperature levels to your cabinet and will compensate you, should we not meet this target. This warranty excludes equipment or power not operated by either 1st Easy or the datacentre company (if different), or power supply failure in excess of 8 hours by the utility companies. The following table outlines this compensation plan:

<b>% of month power is available</b>	<b>% of month temperature remains between 18 and 25 degress celsius</b>	<b>Service Credit (% reduction of monthly fee)</b>
< 100.00%	< 99.97%	5%
< 99.95%	< 99.85%	10%
< 99.90%	< 99.70%	15%
< 99.85%	< 99.30%	20%
< 99.80%	< 99.85%	30%

10.2 Network SLA. 1st Easy aim to provide a minimum of 99.95% availability service of network to your cabinet and will compensate you, should we not meet this target. This warranty excludes failures of network/equipment/circuits not operated by either 1st Easy or any directly contracted provider of networking to 1st Easy. The following table outlines this compensation plan:

<b>% Network Availabilty</b>	<b>Maximum Outage Period (hours)</b>	<b>Service Credit (% reduction of monthly fee)</b>
99.70 – 99.95	< 2.23	5%
99.00 – 99.69	7.74	7%
95.00 – 98.99	37.2	15%
90.00 – 94.99	74.4	20%
85.00 – 89.99	111.6	25%

10.3 Reporting Claims. The customer must make a claim for any service credit they believe due by writing to 1st Easy no later than 5 working days after the end of the month in which Power Availability, Temperature Targets or Network Availability are not met.

10.4 Acts of God: In the event of failure of Service due to a technical fault in the distribution of power or network to the datacentre, or act of God, that is outside of either 1st Easy or its direct suppliers of power and network control, 1st Easy will not be responsible for loss suffered by the Client and Service Credits will not be valid or due.

10.5 Scheduled Downtime: 1st Easy, or its direct suppliers of service, may suspend the Service from time to time for necessary technical reasons and / or upgrades, without invalidating the SLA. 1 st Easy will make best efforts to inform Client of such planned outages 2 weeks in advance, subject to 1st Easy being informed themselves within adequate time by suppliers.

10.6 Validity of Service Credits: Service Credits will only be valid for customers who are up to date with payments of Service Fees and are not currently in breach of contract, as defined in 6.4.

10.6 Payment of Service Credits: 1st Easy will pay Service Credits within 30 days of the end of the month in which the incident occurred.

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10.7 Colocation Callout Support. £100.00 / hour, £500.00 / day, £1,500 / week, £4,500 / month. Minimum 1 hour per incident. Server reboots are £50.00 per reboot. Installation work charged at shown Callout Support rates. Time charged only whilst onsite and not during travelling times.

10.8 Normal and Out of Hours Rates. Above "normal rates" in 10.7 apply during normal office hours from 9.00am to 5.30pm, Monday to Friday. For work between 5.30pm and 11.30pm, Monday to Friday, the rate is calculated at 1.5 times the normal rate. Work between 11.30pm and 9.00am, Monday to Friday, is calculated at 2 times the normal rate. All weekend work is calculated at 2 times the normal rate.

## 11.0 Additional Power and Bandwidth Rates

11.1 Power Over Usage: Additional power is measured monthly and any over usage charged at a rate of £50.00 per amp. There is a maximum permitted power usage for each package as indicated in the table below. The standard power allocation is dependent on amount and type of colocation as shown in the table below:

Colocation Space	Allocation	Maximum Permitted Power
2U Colocation	0.6A	1A
5U Colocation	1.5A	2A
Pro ¼ Cabinet	2.5A	5A
Pro Full Cabinet	8A	20A

11.2 Bandwidth Over Usage: Additional bandwidth is measured monthly and is charged at the per Mbit rate as indicated in the table below, over and above the standard allocation. 1st Easy use industry standard 95<sup>th</sup> percentile measurement to calculate usage each month, providing 5 minute interval updates to Client. The standard bandwidth allocation is dependent on amount of colocation as shown in the table below:

Colocation Space	Allocation	Over Usage Per Mbit/sec Rate
2U Colocation	200Kbits/sec	£45.00 per Mbits/sec
5U Colocation	500Kbits/sec	£45.00 per Mbits/sec
Pro ¼ Cabinet	2Mbit/sec	£44.00 per Mbits/sec
Pro Full Cabinet	5Mbits/sec	£42.00 per Mbits/sec

11.3 Bandwidth Packages: Client may opt for additional bandwidth packages at the end of a month that showed over usage, for a minimum period of 12 months. Such additional bandwidth packages may, solely at the discretion of 1st Easy, replace the over usage charges for the month (only) in which it became clear more bandwidth is required at lower bandwidth package pricing.

11.4 The Power and Bandwidth Fees are subject to adjustment, with one month's notice.

Initial: \_\_\_\_\_

## Appendix A – Service Selection and Pricing

Please indicate below your selected contract period, number and type of cabinets, power per cabinet and additional bandwidth extensions, by ticking the appropriate boxes.

### Committed Contract Period:

1 year       2 years       3 years

### Number of full cabinets contracted:

1    2    3    4  
 5    6    7    8

### Number of 1/4 cabinets contracted:

1    2    3    4  
 5    6    7    8

### Power per cabinet contracted:

8A    10A    16A    20A

### Power per 1/4 cabinet contracted:

2.5A    3A    4A    5A

( S means standard allocation within CMF below. See note ii) below for further power information).

### Setup fee per full cabinet:

£900.00 per full cabinet

### Setup fee per 1/4 cabinet:

£150.00 per ¼ cabinet

### Cabinet Monthly Fee (CMF):

First full cabinet: £689.99 pcm  
Second and third cabinets: £799.99 pcm

First ¼ cabinet: £211.99 pcm  
Additional ¼ cabinets: £299.99 pcm

### Full Cabinet Bandwidth Monthly Fee (BMF):

First Cabinet Initial 5Mbps: £210.00 pcm [ \* ]  
Additional 5Mbps: £210.00 pcm [ ]  
Additional 10Mbps: £390.00 pcm [ ]  
Additional 20Mbps: £780.00 pcm [ ]  
Additional 30Mbps: £1,170.00 pcm [ ]  
Additional 40Mbps: £1,560.00 pcm [ ]  
Additional 50Mbps: £1,750.00 pcm [ ]

### 1/4 Cab Bandwidth Monthly Fee (BMF):

First Cabinet Initial 2Mbps: £88.00 pcm [ \* ]  
Additional 3Mbps: £129.00 pcm [ ]  
Additional 5Mbps: £210.00 pcm [ ]  
Additional 10Mbps: £390.00 pcm [ ]  
Additional 20Mbps: £780.00 pcm [ ]  
Additional 30Mbps: £1,170.00 pcm [ ]  
Additional 40Mbps: £1,560.00 pcm [ ]

### Additional Notes:

- i) All prices exclude VAT at 17.5%.
- ii) Power above 8A on full cabinets and 2.5A on ¼ cabinets charged at £50.00 per amp per month.
- iii) E & O A

Initial: \_\_\_\_\_

By completing, initialing each page above and signing this contract below, you agree to have fully read and understood the Colocation Service agreement, and are in full agreement to its terms and conditions of use.

**Agreed and Accepted:**

**The Client:**

**On behalf of 1st Easy Limited:**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Postcode:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

PLEASE FAX THE ENTIRE CONTRACT DOCUMENT, FULLY COMPLETED AND INITIALED ON EACH PAGE AS INDICATED, TO 1ST EASY LIMITED'S MAIN FAX LINE ON 01260 291 972 IN ORDER TO SPEED UP THE COLOCATION SERVICE INITIALISATION

PLEASE SEND TWO ORIGINAL COMPLETED DOCUMENTS BY POST TO:

1 ST EASY LIMITED  
F.A.O CONTRACTS DEPARTMENT  
LOWER WASHFORD MILL, MILL STREET  
BUGLAWTON, CONGLETON  
CHESHIRE, CW12 2AD  
UNITED KINGDOM

(1st Easy Limited will return one signed document to the Client for records.)