

Category Terms

Part 2A: High Density Data Centre Services

1. Application

These terms apply to High Density Data Centre services we provide and form part of our customer contract with you. They must be read in conjunction with our core terms at www.nextgennetworks.com.au.

2. High Density Data Centre Services

2.1. The Nextgen High Density Data Centre service is provided for the exclusive use of Nextgen on-net bandwidth customers who wish for availability and reliability reasons to install and operate their own Customer equipment in Nextgen's physically secure, stable, high-quality environment which offers:

2.1.1. Access for the customer to connect to and use:

2.1.1.1. either single or three phase electric power via dual redundant busways within the private suite which is supported by an Uninterruptible Power Supply (UPS) system;

2.1.1.2. an emergency back-up power supply in the case of mains power failure via automatic start diesel generators;

2.1.1.3. the UPS, standby generators and switchboards set up in N+1 configuration allowing for concurrent maintainability; and

2.1.2. a technical reference earthing system with resistance of less than 1 Ohm

2.1.3. a remotely managed site facilities management system that continuously monitors and surveys the facility and manages all the associated essential services

2.1.4. VESDA and gas suppression system within the data hall and fire detection within plant room areas

2.1.5. a concurrently maintainable air conditioning system utilising adiabatic free air cooling with DX units as backup, controlling temperature and humidity within preset parameters and alarms that are triggered if the temperature or humidity falls outside those preset parameters

2.1.6. 24 hour security monitoring including:

- 2.1.6.1. CCTV Video surveillance and recording of all entry doors;
- 2.1.6.2. Monitoring and recording of time and duration of each entry and exit; and
- 2.1.6.3. 24-hour programmable access control for approved customers
- 2.1.7. Nextgen Secure Data Distribution System: a managed cable distribution system incorporating: diverse data cable entry ducts within the building; managed ODF and DSX, cable tray (for copper) and fibre guide (for fibre) systems providing for the secure and flexible provisioning of all cabling and cross connections within the Nextgen Facility. The Nextgen Secure Data Distribution System is utilised to provide all cross connections required for interconnection of Nextgen and 3rd party circuits to your cabinet and between your cabinets within the Nextgen Facility
- 2.1.8. Equipment Staging Area: this area is provided to allow the customer to pre-configure, test and power-up any customer equipment prior to installation in the High Density Data Centre Data Hall.
- 2.2. Nextgen High Density Data Centre services include the following:
 - 2.2.1. Secure Full Cabinet including
 - 2.2.1.1. Intelligent Power Distribution Units
 - 2.2.1.2. Optical Patch Panel
 - 2.2.1.3. Copper Patch Panel
 - 2.2.1.4.
 - 2.2.2. Cross Connect Services
- 2.3. Details of the Nextgen High Density Data Centre services can be found on the Nextgen web site at www.nextgennetworks.com.au

3. Service Activation Date and Commencement of Billing

- 3.1. The Service Activation Date is the date the Customer receives notification from Nextgen to commence the installation of the Customer Equipment
- 3.2. Nextgen will commence billing the Customer for all charges 14 days following this Notification or the actual date of installation of the Customer Equipment, whichever is sooner

4. Increase in Price During Service Term

- 4.1. The price of all High Density Data Centre services will increase by 4% each year, commencing on the anniversary of the ready for service date for each such service.
- 4.2. In addition to any price increase under clause 4.1, Nextgen reserves the right to increase the pricing at any time during the term of any High Density Data Centre service and product which includes an allowance/component in the price for power consumption if there is an increase in the price charged to Nextgen by its power supplier for such power consumption. Such increase in price will be limited to the allowance/component for power consumption, and will be commensurate with the increase in the price charged to Nextgen for such power consumption.
- 4.3. If the heat dissipation and/or power consumption of the Space increases above the specified rating in the Service Order, Nextgen reserves the right to automatically charge/invoice the Customer at the higher monthly fee associated with the new higher power consumption.

5. No Tenancy

- 5.1. Nextgen grants to the Customer a right to use and occupy the equipment storage space ("Space") in the Facility identified in the Service Order for installing, operating and maintaining Customer Equipment in accordance with this Agreement.
- 5.2. The rights conferred on the Customer under this agreement:
 - 5.2.1. shall be in contract only and will not create or confer any estate or interest in the Facility or the Space
 - 5.2.2. confer no right of exclusive occupation of the Facility on the Customer and subject to the terms of this Agreement Nextgen may at any time exercise its rights as lessee/owner, to use, possess and enjoy the whole or any part of the Facility
- 5.3. The Customer will not provide, make available, sub-licence or permit in any manner any 3rd party to use all or any portion of the Space or the Facility without Nextgen's written approval.

6. Nextgen's Obligations

- 6.1. Nextgen shall:

- 6.1.1. provide services which support the overall operation of the Facility to enable the Customer to operate and maintain its equipment located in the Facility
- 6.1.2. provide and maintain, using best efforts, the Environmental Standards of the Facility in accordance with the standards specified in the Nextgen High Density Data Centre Facilities Customer Manual
- 6.2. The Nextgen Co-locations Services are provided subject to availability
- 6.3. The location of the Space within the Facility is at the sole discretion of Nextgen. Nextgen does not guarantee that the location of the Space will be in the preferred Customer location.
- 6.4. The aggregate liability of Nextgen in each calendar year that a High Density Data Centre Service is provided for costs, losses, expenses and damages suffered or incurred by the Customer as a result of any act, default, omission or breach of Nextgen in that calendar year is limited to that amount which is the same amount as the amount of the Fees payable to Nextgen by the Customer in that calendar year, plus GST if applicable.

7. Customer Obligations

- 7.1. The Customer may use the Space only for the purposes of installing, maintaining and operating the Customer Equipment.
- 7.2. Prior to any installation of Customer Equipment in the Space, the Customer must perform a power-up test in Nextgen's staging area to demonstrate that the equipment does not cause any power faults. The Customer agrees that it must comply with this clause before being permitted to access the Space.
- 7.3. Access to the Facility is restricted to Customer's authorised representatives. The Customer undertakes to provide Nextgen at the Service Activation Date with a list ("the List") containing the full name, title, signature and photo identification of each of the Customer's authorised representatives who are authorised by the Customer to gain access to the Space and shall ensure that it notifies Nextgen promptly of any addition to or deletion from that list.
- 7.4. The Customer shall maintain and provide to Nextgen a list of primary and secondary contact personnel to include each person's name, contact telephone number and hours of availability. The Customer will ensure that at any given time there is a contact personnel available for contact by Nextgen.
- 7.5. The Customer must ensure that each of its authorised representatives:

- 7.5.1. has not been convicted of a felony
- 7.5.2. has identification available and display security passes at all times whilst in the Facility
- 7.5.3. remain only in the Space or Common Area
- 7.5.4. follow Nextgen's reasonable instructions concerning security, safety and other general Nextgen procedures (as amended by Nextgen from time to time) as they apply in the Facility, High Density Data Centre area and the Space, including prohibition on smoking in the Facility
- 7.5.5. do not interfere with any security arrangements in place in the Facility
- 7.5.6. return all security access badges to Nextgen when any of the authorised representatives no longer have responsibilities which require access to the Facility.
- 7.5.7. participate in any site safety awareness induction training as required by Nextgen and any site safety training updates as may be required by Nextgen from time to time
- 7.5.8. comply with all requirements, processes and procedures as detailed in the Nextgen High Density Data Centre Facilities Customer Manual
- 7.6. The Customer, not Nextgen, has sole and exclusive control over the content residing on the Customer Equipment ("Customer Content"). The Customer acknowledges and Nextgen agrees that in the provision of the High Density Data Centre Services Nextgen is not provided, either directly or indirectly, and will not seek access to Customer Content. In particular, Nextgen must not store, read, retrieve, make copies of, intercept, modify or exercise any control over the Customer Content without the prior written agreement of the Customer.
- 7.7. The Customer must keep the Space in good condition
- 7.8. The Customer must not do anything which may invalidate or breach Nextgen's lease or occupation Agreement with the lessor or owner of the Facility to Nextgen or make void or voidable or cause an increase in the insurance premium of any policy for the Facility, to the extent that Nextgen has given the Customer prior notice of the effect of any such action.
- 7.9. The Customer shall be liable to Nextgen for the repair of any damage caused by the Customer to the Space or any part of the Facility to the extent that such damage is caused by act or omission of the Customer.

- 7.10. The Customer shall not install any form of transmitting device in the Space or any part of the Facility
- 7.11. The Customer acknowledges that photography in any part of the Facility is not allowed. The Customer shall not use any photographic equipment in the Space or any part of the Facility including but not limited to security cameras, unless expressly agreed in writing by Nextgen

8. High Density Data Centre Access

- 8.1. At all times, Nextgen will have the right to determine, decide or order the schedule and priorities of access to or security of the Facility but will use its best efforts to meet any reasonable access requirements of the Customer.
- 8.2. The Customer agrees that:
 - 8.2.1. the Customer assumes responsibility for all acts or omissions of any persons included on the List or authorised by the Customer to enter the Facility and agrees to indemnify and hold Nextgen harmless from any claim arising from the acts or omission of these individuals
 - 8.2.2. the Customer may use the Common Area solely for the purpose of entry to and exit from the Space and for use of the amenities to which the Customer is allowed access by Nextgen
 - 8.2.3. the Customer's authorised representatives will comply with all applicable laws and ordinances; with the standards and practices of the telecommunications industry; and with all Nextgen or Facility security procedures, Facility rules, requirements and safety practices. Such rules include, but are not limited to, a prohibition against smoking in the Facility.
- 8.3. Nextgen may refuse entry to the Facility to any person whose name and other details do not appear on the List. Unless Nextgen has received written notification from the Customer in advance of the removal of any name from the List, Nextgen is entitled to treat the List as current. Nextgen will not be liable for any loss or damage incurred by the Customer as a result of:
 - 8.3.1. Nextgen allowing access to any Customer authorised representative who are no longer authorised by the Customer to access the High Density Data Centre Facility if the Customer has not notified Nextgen of the removal of such Customer authorised representative's name from the List; or

- 8.3.2. Nextgen refusing entry to any person whose name and other details have not been added to the List by the Customer.
- 8.4. In Nextgen's absolute discretion, Nextgen may deny any person access to the Facility, and/or restrict the number of persons in the Facility at any one time for safety and security reasons.
- 8.5. Nextgen may at all reasonable times, and any time in the case of emergency:
 - 8.5.1. enter and view the state and condition of the Space; and
 - 8.5.2. make any necessary repairs to the Space

9. Security

- 9.1. The Customer will not jeopardise, attempt to breach the security of, or in any way interfere with the Nextgen Network, the Facility or any third party system or any network connected to the Facility
- 9.2. The Customer will not damage the property of Nextgen, Nextgen's vendors, Nextgen's other customers or landlord (if applicable) in any manner
- 9.3. If Nextgen determines in its sole discretion that the Customer poses an immediate risk to the Network, the Facility or to any property of Nextgen, the landlord (if applicable) or Nextgen's vendors or Nextgen's other customers, Nextgen may take any reasonable action to prevent or correct such risk at the Customer's expense without prior notice or liability to the Customer

10. Allocation and Reservation of Space

- 10.1. The location of the Space within the Facility is at the sole discretion of Nextgen. Nextgen does not guarantee that the location of the Space will be in the preferred Customer location.
- 10.2. Nextgen does not guarantee that the Customer who orders more than one lot of Space (Cabinet, Caged Space or other similar High Density Data Centre product) will have the Spaces located adjacent or contiguous to each other. Subject to availability, Nextgen will make reasonable attempts at the time of order to provide adjacently located Spaces.
- 10.3. If at the time of order, and subject to availability, a Customer wishes to reserve Space for future use adjacent or contiguous to the allocated Space in the Service Order, Nextgen reserves the right to charge the Customer a Reservation Fee. This Reservation Fee allows the Customer first right of refusal for the associated Space. Nextgen reserves the right to request return of this reserved space from

the Customer. If after ten (10) working days Nextgen has not received a signed Service Order from the Customer for the associated Reserved Space, Nextgen may reallocate the Space to another Customer as required. Charges associated to the reservation of space will cease in the event that Nextgen exercises its first right of refusal and the customer has not taken the space.

11. Third Party Circuit Provision and Cross Connection

- 11.1. The Customer must purchase bandwidth requirements primarily from Nextgen.
- 11.2. Nextgen recognises the needs of its High Density Data Centre Customers for 3rd party network connectivity for the purposes of remote administration, office connectivity, management, redundancy and diversity. Nextgen takes no responsibility, nor makes any performance guarantees for such circuits.
- 11.3. All 3rd party network connectivity providers must have commercial agreements for the purpose of providing 3rd party connectivity to Nextgen customers located in the Facility in place with the landlord and Nextgen prior to services being delivered by that provider into the Facility.
- 11.4. The Customer must order their own services from the 3rd party provider.
- 11.5. Connection of the 3rd party service from the 3rd party point of presence in the Facility to the Space will be provisioned by Nextgen in accordance with Nextgen standards, procedures and practices. Unless agreed to by Nextgen, all cross connections between the Space and 3rd party point of presence in the Facility must be provided via the Nextgen Secure Data Distribution System. The Customer must pay to Nextgen the agreed fee for this cross connection service.
- 11.6. In order for Nextgen to ensure all commercial and infrastructure requirements are in place to support delivery of the 3rd party service within the Facility, Nextgen requires the Customer to provide:
 - 11.6.1. for services from 3rd party providers with which Nextgen has commercial agreements in place, at least ten (10) business days notice of any activity that the 3rd party may wish to undertake in relation to provisioning of the service at the Facility. Nextgen does not guarantee, but will make all reasonable efforts, in order to meet the Customer's advised requirements.
 - 11.6.2. for services from 3rd party providers with which Nextgen has no commercial agreements in place, details of the ordered services and required delivery dates as soon as the services are ordered. Nextgen does not guarantee, but will make all reasonable efforts in order to

complete commercial negotiations with the 3rd party provider in order to meet the Customer's advised requirements.

12. Access to Space by a 3rd Party

12.1. If the Customer requires Nextgen to provide access to the Space to a 3rd party the Customer must advise Nextgen by providing Nextgen with a signed authorisation letter detailing these requirements.

13. Cross Connection between Spaces in the Facility

13.1. All connections between Spaces must be provisioned by Nextgen in accordance with Nextgen standards, procedures and practices. All cross connections between Spaces must be provided via the Nextgen Secure Data Distribution System. The Customer must pay to Nextgen the agreed fee for this cross connection service.

13.2. Unless agreed to by Nextgen, provision of cross connections is only allowed between contiguous Spaces occupied by the same Customer.

13.3. If a cross connection facility is being provided between Spaces allocated to 3rd party Customers, a signed authorisation letter must be provided by both parties to Nextgen.

14. Delivery, Installation, Operation, and Maintenance of Customer Equipment

14.1. The Customer is solely responsible for accepting delivery of Customer Equipment and any other facilities or materials delivered to the Facility on behalf of the Customer.

14.2. At the Customer's request, Nextgen may, in its sole discretion, accept delivery of Customer Equipment at the Facility if Nextgen has the means to do so. Delivery must be pre-arranged and agreed with Nextgen.

14.3. Notwithstanding the foregoing, the Customer will remain responsible for risk of loss of the Customer Equipment unless such loss is caused by the negligence or willfull misconduct of Nextgen

14.4. The Customer is only permitted to install its equipment and cabling within the allocated Space. All other installation and cabling within the Facility must be undertaken by Nextgen or approved Nextgen contractors in accordance with Australian electrical and fire standards and any Nextgen standards and specifications.

- 14.5. Unless agreed to by Nextgen or in an emergency situation, all installation and/or removal of Customer Equipment must be undertaken during normal Nextgen business hours and must be pre-approved and pre-scheduled with Nextgen in accordance with the procedures specified in the Nextgen High Density Data Centre Facilities Customer Manual. Nextgen reserves the right to charge a fee associated with all installation works undertaken by the Customer outside of normal Nextgen business hours.
- 14.6. All Customer Equipment must be installed and fit within the Space. No Customer Equipment or wiring will protrude beyond the cabinet/cage enclosure or cabinet's footprint. All cabinet doors must be fully and securely closed and locked and remain in the closed locked position, except when performing maintenance.
- 14.7. The Customer agrees not to alter, tamper with, adjust, or repair any equipment or property not belonging to the Customer, and agrees not to erect signs or devices on the exterior of any cabinet or to make any construction changes or material alterations to the Space or the interior or exterior portions of the Facility.
- 14.8. The Customer must list details of all of the Customer Equipment to be installed in the Space. If the Customer intends during the Service Term to install additional Customer Equipment and/or to remove Customer Equipment, the Customer must notify Nextgen by submitting a revised Customer Equipment List. This Customer Equipment List will be signed by the Customer and Nextgen at the time the Customer Equipment is installed/removed. The Customer and Nextgen agree that the last signed Customer Equipment List sets out the only Customer Equipment located in the Nextgen facility.
- 14.9. The Customer will operate and maintain the Customer Equipment in a safe manner, and keep the Space and portion of the Facility it accesses in good order and condition.
- 14.10. All Customer Equipment must be unpacked and power tested in the Staging Room facilities prior to installation in the High Density Data Centre Data Hall. No packaging equipment is to be moved onto the High Density Data Centre Data Hall.
- 14.11. Nextgen staff and agents may observe the work activities of the Customer's employees and agents in the Facility and may inspect at any time the Customer equipment brought into the High Density Data Centre Data Hall. . The Customer will provide/ensure Nextgen has access to the Space.
- 14.12. At completion of the customer installation works, inspection of the Customer installation will be conducted by the designated Nextgen Facility Manager or authorised representative. Any defect or issues identified during this inspection

must be rectified and approved by the designated Nextgen Facility manager or authorised representative prior to service activation.

- 14.13. The Customer will be responsible for the prompt removal of all rubbish, packing materials, cartons and other items or materials that the Customer brings into or delivers to the Facility.
- 14.14. The Customer will ensure all Customer Equipment is appropriately labeled.
- 14.15. The Customer will be responsible for obtaining and fully complying with all necessary approvals and appropriate licences regarding the installation and operation of the Customer Equipment (including compliance with industry standards as to RFI and/or EMI in regards to any such equipment) as well as any licence regarding the operation of that equipment
- 14.16. The Customer will notify Nextgen immediately of any failure of any of the Customer Equipment (including switches, access lines and/or apparatus) which may affect the Facility, other Spaces or equipment or services

15. Removal of Customer Equipment During Service Term

- 15.1. Nextgen will provide five (5) days written notice to the Customer of its demand to remove any unapproved items from the Space or its intent to disconnect or remove any unapproved items from the Space
- 15.2. Notwithstanding the foregoing, if Nextgen determines in its reasonable discretion that such unapproved items pose an immediate risk to the Facility or Nextgen's other customers, Nextgen may immediately disconnect or remove such unauthorised items from the Space without prior notice to the Customer and without liability to Nextgen.
- 15.3. If the Customer intends during the Service Term to remove Customer Equipment from the Space, the Customer must notify Nextgen by submitting a revised Customer Equipment List. This Customer Equipment List will be signed by the Customer and Nextgen at the time the Customer Equipment is removed. The Customer and Nextgen agree that the last signed Customer Equipment List sets out the only Customer Equipment located in the Nextgen facility.
- 15.4. The Customer may only remove Customer Equipment from the Facility for which it can show proof of ownership, or possessory interest.

16. Removal of Customer Equipment on Expiration or Termination of Contract

- 16.1. Upon the expiration or termination of the relevant Service Order, the Customer must arrange with Nextgen a mutually convenient time (“Removal Date”) to remove the Customer Equipment from the Space and return the Space to Nextgen in the same condition as it was originally delivered to the Customer, reasonable wear and tear excepted.
- 16.2. The Customer will remove from the Space and the Facility Customer Equipment or trade fixtures, equipment, personal property of the Customer, whether or not Customer Equipment or trade fixtures are fastened to the Space or the Facility.
- 16.3. The Customer will fully repair any damage occasioned by the removal of the Customer Equipment or any trade fixtures, equipment and personal property of the Customer.
- 16.4. Unless otherwise agreed between Nextgen and the Customer, all Customer Equipment and any trade fixtures, equipment or personal property not removed within thirty (30) calendar days after the Removal Date will, at Nextgen’s option, conclusively be deemed to be abandoned by the Customer and may be disposed of by Nextgen without notice to the Customer or to any other person or entity and without any obligation to account for such property and without any liability to the Customer or any other person or entity.
- 16.5. The Customer will pay all expenses incurred in connection with Nextgen’s disposition of such property, including without limitation to cost of repairing any damage to the Facility or the Space caused by removal of such property.
- 16.6. Each party’s obligation to observe and perform the obligations under this Clause will survive the expiration or termination of any Service Order

17. Infringing Equipment

- 17.1. The Customer agrees to immediately remove or render non-infringing, at the Customer’s expense, any Customer Equipment that infringes any patent, trademark, copyright, or other intellectual property rights

18. Heat and Power Management

- 18.1. The Customer must provide accurate power consumption information for all Customer Equipment installed in the Space
- 18.2. The Customer will comply with all Nextgen specifications, rules, procedures and policies in relationship to heat and power management of the Customer occupied

space. This includes, but is not limited to, installation of Customer Equipment in the Space to allow sufficient cool air flow to reach all items of Customer Equipment located in the Space, and installation of the Customer Equipment in the Space in accordance with Nextgen hot/cold aisle design, installation of required blanking panels at the direction of Nextgen.

- 18.3. Nextgen does not warrant temperatures within cabinets.
- 18.4. The temperature in the Facility shall be measured using only Nextgen installed and operated sensors
- 18.5. The Customer undertakes to be aware of the impact of increased load in the Space on the temperature and heat dissipation of the Space.
- 18.6. The Customer will ensure that the maximum heat dissipation and power consumption for the Space that the Customer utilises does not exceed the specified rating as defined in the Service Order. Any deviations from the Service Order must be agreed in writing with Nextgen. Nextgen reserves the right to charge/invoice the Customer the increased fees associated with the higher power consumption and heat rating.
- 18.7. Nextgen reserves the right to limit the excess power usage to keep the temperature of the Customer occupied Space within what Nextgen considers in its sole discretion as the safe limit for the Customer occupied Space.
- 18.8. Nextgen reserves the right to request the Customer to distribute the Customer Equipment within the Space or in additional Space, in order to not exceed the Service Order limit. If additional Space is required, Nextgen reserves the right to automatically charge/invoice the Customer for all fees associated with provision of the additional Space.

19. Floor Loading and Weight Management

- 19.1. The Nextgen Facilities may have installed Customer Equipment weight limitation depending upon the Facility. Nextgen reserves the right to limit the weight of Customer Equipment installed in the Space at each Facility.
- 19.2. Nextgen reserves the right to request the Customer to distribute load of the Customer Equipment if the loading is identified to be excessive for the Facility. If additional Space is required as a result of the distribution, then Nextgen reserves the right to automatically charge/invoice the Customer for all fees associated with provision of the additional Space

20. Relocation

- 20.1. Nextgen reserves the right to relocate Customer Equipment within the Facility or to move Customer Equipment to another Facility with the same capability of service that is provided in the existing Facility and with at least forty-five (45) days' written notice. Customer Equipment moved or relocated at Nextgen's initiative will be at Nextgen's expense. Every commercial reasonable effort will be made to minimise downtime and service interruption if the Customer Equipment is moved or relocated.
- 20.2. If the Customer objects to the location of the new Facility, the Customer may terminate the relevant Service Order without penalty within forty-five (45) days of receiving notice of the new Facility's location.

21. Alterations to the Space and/or Facility

- 21.1. If Nextgen requires any alterations to be made to the Space and/or Facility for any reason, the such alterations will be made at Nextgen's expense provided that Nextgen shall give reasonable notice to the Customer
- 21.2. If the Customer requires any alterations to be made to the Space and/or Facility then such alterations may only be made with Nextgen's written approval, and undertaken by Nextgen or Nextgen approved contractors and all costs are to be paid by the Customer.

22. Damage to Space

- 22.1. If the Space is damaged due to a Force Majeure event, Nextgen will give prompt notice to the Customer of such damage, and may temporarily relocate Customer Equipment to the new Space of a new Facility, if practicable.
- 22.2. If the Facility's landlord or Nextgen exercises an option to terminate a particular lease due to damage or destruction of the Space, or if Nextgen decides not to rebuild the Space, the relevant Service Order will be terminated as of the date of the damage. Monthly fees for all High Density Data Centre Services will proportionately abate for the period from the date of such damage.
- 22.3. If neither the Facility's landlord or Nextgen exercises the right to terminate, Nextgen will repair the particular Space to subsequently the same condition it was in prior to the damage, completing the same with reasonable speed. In the event that Nextgen fails to complete the repair in reasonable time period, the Customer will have the option to terminate the relevant Service Order with respect to the affected Space, which option will be the sole remedy available to the Customer

against Nextgen under this Service Order relating to such failure. If the Space or portion thereof is rendered unusable by reason of such damage, the Monthly Fees for High Density Data Centre Services will proportionately abate for the period from the date of such damage to the date when such damage has been repaired.

23. Prohibited Materials

- 23.1. The Customer's employees and agents are prohibited from bringing any harmful or dangerous materials (as determined by Nextgen in its sole discretion) into the Facility. Such materials include, but are not limited to, batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders and similar equipment and materials.
- 23.2. The Customer will not install in the Space any equipment which may cause or have the potential to cause any adverse effects to performance or damage to any Nextgen facilities. This includes the installation of rectifiers connected to the Nextgen UPS.

24. Indemnity

- 24.1. The Customer will notify Nextgen immediately of any lien(s) on or security interest(s) in the Customer Equipment
- 24.2. The Customer agrees to indemnify Nextgen against actions by any person claiming an ownership or possessory interest, lien, trust, pledge, or security interest in any Customer Equipment, including without limitation any attempt by such 3rd party to take possession of the Customer Equipment.

25. Public Liability Insurance

- 25.1. The Customer agrees to take out and maintain, during the entire time that the relevant Service Order is in effect:
 - 25.1.1. public liability insurance in an amount not less than \$20 million in relation to the liability of the Customer under this Agreement; and
 - 25.1.2. property insurance for an amount of not less than the reinstatement cost of the Customer's Equipment,

and at the Supplier's request, produce evidence of currency of such insurance.

26. Customer to Insure

- 26.1. None of Nextgen or its Affiliates will insure or be responsible for any loss or damage to property of any kind owned or leased by the Customer or by its employees and agents other than losses or damages resulting from negligence or willful acts of such parties.
- 26.2. Any insurance policy covering the Customer Equipment against loss or physical damage will provide that the underwriters have given their permission to waive their rights of subrogation against Nextgen, its Affiliates or the facility landlord, and their respective directors, officers and employees
- 26.3. The Customer will insure or self-insure against claims involving the Customer's employees and agents.
- 26.4. The Customer agrees to release and indemnify Nextgen against claims by any of the Customer's employees and agents arising from dismissal, suspension or termination of work, or from denial of entry to the facility; and claims by any person arising from the Customer's non-payment for High Density Data Centre services