

DATAMENA TEMPORARY STORAGE SERVICE SCHEDULE

This Schedule is applicable to a Service Order for datamena Temporary Storage Service(s) which has been submitted by Customer, and accepted by Supplier, in accordance with the Master Services Agreement or the online *General Terms and Conditions* (available from the datamena website at the following url: <http://www.datamena.com>) (collectively, the “Agreement”).

1. **Service Description.** datamena Temporary Storage service (“**Storage Service**”) provides Customers with secure shelving space, in a designated zone within Supplier’s data centre, for the temporary storage of telecommunication equipment that is intended, solely, for the purpose of replacing deployed faulty equipment or preparation of deployment of Customer’s point-of-presence within datamena Transit Zone.

This service will be provided on a first-come first-served basis and subject to space availability.

Supplier provides this service subject to Customer’s acceptance of the “**Waiver and Release of Liability**” section included in this Schedule. Customer acknowledges that it has read this section, and accepts the “**Waiver and Release of Liability**” with regard to this Storage Service.

2. **Definitions.** Capitalized words and phrases used in this Schedule, but not otherwise defined below shall have the meaning given to them in the Agreement.

Accompanying OR Accompanied Person means each person (other than an employee of Supplier or its Provisioning Entity) accompanied by an Authorized Person while at a Supplier data centre.

Associated Entity means (i) each individual, company, partnership or other entity of any type which employs, contracts with, or is otherwise associated or affiliated with Customer, Authorized Persons or Accompanying Persons, (ii) any of Customer’s end users and (iii) Sublicensees.

Authorized Person means each person included on the most recent list of Authorized Persons given to Supplier or its Provisioning Entity by Customer in accordance with the Policies.

Storage Space The areas which, are made available to Customer, in each case under the Agreement and the Orders, and as identified in the Orders as to the amount of space. For each Storage Space, Supplier will determine at all times the exact location in Supplier’s data centre where the Storage Space will

be located, and Supplier will notify Customer accordingly.

Policies means Supplier’s or Provisioning Entity’s procedures, rules, regulations, security practices and policies for Supplier’s data centre, as amended from time to time.

3. **Service Specifications.**

- 3.1. Shelf Dimensions: (WxDxH in mm)

- 3.1.1. Small: The size is 1000x1000x510

- 3.1.2. Medium: The size is 1000x1000x810

- 3.1.3. Large: The size is 1000x1000x1800

- 3.2. Equipment weight limit:

- 3.2.1. The stored equipment shall not exceed 25 kg in weight per item

- 3.3. Storage Demarcation:

- 3.3.1. Storage will only be available at Supplier demarcated area in IMPZ-F101-DC

- 3.4. Service Eligibility:

- 3.4.1. The service will only be available for existing Customers or new Customers establishing a point-of-presence in datamena data centre

- 3.5. Service Duration:

- 3.5.1. This service is provided on a monthly rolling basis only for a minimum contract period of one month

4. **Supplier and Customer Responsibilities.**

- 4.1. Supplier will

- 4.1.1. Provide the Storage Service in accordance with the Agreement;

- 4.1.2. Provide access to equipment stored in the Storage Space upon Customer requests.

- 4.2. Customer shall

- 4.2.1. Provide in writing purpose of using the Storage Service;

- 4.2.2. Provide detailed description of each item of equipment to be stored;
- 4.2.3. Provide serial number of each item of equipment to be stored;
- 4.2.4. Provide proof of insurance for equipment loss;
- 4.2.5. Ensure that all equipment is fully packaged and properly sealed.

5. Additional Terms and Conditions

5.1. Applicable Charges: In addition to the Monthly Recurring Charges, or Installation Charges if applicable, the Storage Service may include Hands & Eyes Charges.

5.2. Storage Service Requests: Each request allows the customer to either request a retrieval or storage of one or more items in a single instance.

5.2.1. Three (3) service requests will be included free of charge in any given month during normal operating hours.

Note: Replacement of faulty equipment is considered as two (2) requests: one for storing equipment and the other for retrieving equipment.

5.2.2. Each additional request to retrieve/store equipment will be charged at the Hands & Eyes rate for a minimum of one hour.

5.2.3. Any requests made outside of normal operating hours will be charged at the Hands & Eyes rate for a minimum of one hour.

Note: If the storage service is required as part of an on-going Hands & Eyes request, additional charges may apply as per the existing Hands & Eyes charging policies.

5.2.4. Billing will commence upon acceptance and placement of equipment into client storeroom by datamena personnel.

5.3. Acceptance of equipment: Equipment delivered for storage will only be deemed as accepted once the delivery note is matched against the content of delivered items.

Note: Signed delivery note by Security guard does not imply acceptance of equipment by datamena.

5.4. Waiver and Release of Liability:

5.4.1. Customer agrees to assume all risk of loss, damage, loss or delay with regard to the delivery, storage, or removal of customer owned equipment from the Storage Space.

5.4.2. Customer acknowledges and agrees that it is solely responsible for arranging for the insurance, and shipment of the customer owned equipment within/to the Data Centre at its own cost.

5.4.3. Supplier, its employees and agents have no liability for any loss damage or delay howsoever caused, even if by negligence, with respect to the installation/removal of the stored equipment from the Storage Space.

5.5. Use of Storage Space

5.5.1. Customer will comply with the data centre Policies, which have been furnished to Customer and are incorporated herein by reference. Supplier, either acting directly or through its Provisioning Entity, may modify the Policies from time to time effective immediately upon notice or effective as stated in said notice.

5.5.2. Customer will be responsible and liable for all acts or omissions of Customer's Authorized Persons, Accompanying Persons, Associated Entities and for any equipment or services not provided by Supplier or its Provisioning Entity. Customer will indemnify, defend and hold harmless the Supplier Indemnitees from any and all liability, loss, damages, costs and expenses (including reasonable attorneys' fees and expenses) for third-party claims brought by, arising from or related to Customer's Authorized Persons, Accompanying Persons or Associated Entities.

5.5.3. This is a services agreement and is not intended to and does not constitute a lease of any real or personal property or a grant of any other real property interest. Customer

acknowledges and agrees that it is granted only a limited permission to use the Storage Space in accordance with the Agreement. Supplier or its Provisioning Entity will retain title to all parts and materials used or provided by Supplier or its Provisioning Entity in the performance of the Services.

6. Submitting Service Requests & Response times

6.1. Any service requests for retrieval and/or replacement of equipment must be raised via email and submitted to the following:

to: tsd@datamena.com

cc: support@datamena.com

6.2. Response times will be as defined in the datamena Service Operations Manual.

6.3. The requestor must be an "Authorised Person" of the company that is on record with EITC as permitted to have access to this equipment.

7. On-site delivery of equipment

Customer shall be responsible for all delivery of stored equipment and delivery can be made on a 24/7 basis to the following data centre address:

Emirates Integrated Telecommunications Company PJSC
(du) IMPZ Data Centre
International Media Production Zone (IMPZ)
Plot No.- P.B.001
Block – P.B.U. –F102 (Pre-Built Unit)
Sheikh Mohammad Bin Zayed Road, Dubai, UAE

8. Permitted and Restricted equipment

8.1. Only approved telecommunication equipment will be permitted to be stored in the client storeroom

8.2. Radio frequency and wireless transmitting equipment are forbidden and not permitted to be stored in the client storeroom

9. Removal of Customer's Property

9.1. Customer will upon termination of this service remove all stored equipment within seven (7) business days.

- 9.2. Unless Supplier otherwise agrees in writing, failure to remove Customer's Equipment within seven (7) days from the termination of the applicable Order, or within thirty (30) days if the Service Term is terminated due to Supplier material breach; will constitute abandonment of Customer's Equipment and Supplier will be entitled to pursue available remedies, including, without limitation and at Customer's risk and expense: (i) charging penalties equalling double the monthly recurring charges until such equipment has been removed from client storeroom (ii) immediately removing Customer's Equipment and storing it at Customer's expense at an on-site or off-site location; (iii) shipping it to Customer; or (iv) upon thirty (30) days' prior written notice to Customer, liquidating it, and retaining the proceeds.
- 9.3. Customer will ensure that all outstanding due payments to EITC are up-to-date before any equipment can be released.