

This Services Specification sets out the specifications of the Colocation Services applied by Evoswitch in its relationship with Customer, in particular to clarify the manner in which the Colocation Services and each of the Additional Services may be used by Customer and what manner of use is considered unacceptable by Evoswitch. The Order Form(s), the Datacenter Services Master Agreement (if concluded), the General Conditions, the Services Specification and the Policies are also part of the Agreement and apply to the Services provided by Evoswitch.

CHAPTER A. DEFINITIONS

1. DEFINITIONS

- 1.1. All words capitalized herein that are defined in the Order Form, the Datacenter Services Master Agreement (if concluded), the General Conditions and the Policies shall have the meaning assigned to them therein; other capitalized words shall have the following meaning:
- Authorized Individuals** means the individuals identified by Customer as requiring access to the Housing Space.
- In-House Cabling** means a physical cable, wire, or fiber optics between Customer's Cabinet in the Housing Space to another location elsewhere in the Datacenter or to a Dish/Antenna (as defined below) on the roof of the Datacenter.
- Credit Multiplier** shall have a value of (i) 0.75 in case Deficiencies for Customers with a Service Level N+1 (NB1-A + NB2-B), and (ii) 1.00 in case Deficiencies for Customers with a Service Level 2N (NB1-A + NB2-B).
- Deficiency** means a Service Disruption consisting of a Conditioned Air Deficiency, a Power Deficiency and/or a Response Time Deficiency.
- Excluded Deficiencies** means any event or incident that adversely impacts the Services that is caused by one or more of the following: (i) an event of Force Majeure; (ii) an act or omission of Customer, its employees, agents or contractors; (iii) Customer exceeding the Electrical Capacity Limit; (iv) a suspension of services under Section 11 of the General Conditions; (v) Customer not complying with any of its obligations under the Agreement; (vi) any restriction, condition, order, direction, action or request of or imposed by any court, government or authority or instrumentality thereof; and (vii) any exercise by Evoswitch of its rights or remedies under the Agreement.
- Excluded Events** means any interruption or suspension or degradation caused by or resulting from (i) an event of Force Majeure, (ii) an act or omission of Customer, its employees, end users, agents or contractors; (iii) Tests, Maintenance, or relocation under the General Conditions; (iv) a suspension of Services in accordance with the General Conditions, (v) any exercise by Evoswitch of its rights or remedies under the Agreement, (vi) any use of the Service or Equipment that is in breach of the Agreement, (vii) any failure of Customer controlled actions or environments, (viii) any event that occurs during a period during which the Customer is in breach of its payment obligations under the Agreement, (ix) unauthorized changes to Evoswitch's Equipment, and (x) any event resulting from Customer's consumption of electricity exceeding the Power Commit (specified in the Order Form), (xi) the failure by Customer to implement recommendations or solutions previously advised or made available by Evoswitch, (xii) any incorrect or unauthorized use of the Service/Equipment, or the use of the Service/Equipment for a purpose for which it was not designed, (xiii) any interaction between the Service, the Equipment and any other software, hardware or third party service, and/or (xiv) any configuration by Customer of the Equipment.
- Loaded Cabinet MRC** means the monthly recurring Service Charges payable by the Customer in advance for the Cabinet, breakers, electricity capacity fee and any prepayment of electricity consumption, excluding (i) any tax, excise or other government charge upon or measured by the sale, delivery or use of the services to the Referred Customer; (ii) rebates and refunds, and; (iii) any usage based surcharges for electricity consumption in excess of a prepaid electricity consumption; (iv) fees for the provision of support services; (v) non-recurring fees such as setup fees and installation fees, and; (vi) any Service Charges for any Additional Services.
- Monthly Recurring Colocation Charge** means the fixed recurring Service Charge invoiced by Evoswitch to Customer on a monthly basis for the Colocation Services (as set forth in the Order Form).
- Power Deficiency** means a failure of the transmission of electricity to both electrical outlets zof Customer's Cabinet, Suite or Cage. A Power Deficiency for up to 120 consecutive minutes shall be counted as a single Deficiency. Should the Power Deficiency last greater than 120 consecutive minutes it will be treated as a second Power Deficiency for an additional 120 consecutive minutes and each additional 120 consecutive minute occurrence will also be treated as an additional Power Deficiency except that the maximum number of Deficiencies during a twenty four (24) hour period resulting from a continuous Power Deficiency shall be four (4) Deficiencies. Power Deficiencies shall exclude all Excluded Deficiencies.
- Power Unavailability Percentage** means the total number of minutes in a calendar month minus the number of minutes of Power Unavailability Duration suffered in a calendar month, divided by the total number of minutes in a calendar month (expressed as a percentage).
- Power Unavailability Duration** means the number of minutes that a failure of the transmission of electrical power to all electrical outlets of Customer's cabinet, suite or cage occurs. Power Unavailability Duration shall not include any failure resulting from Excluded Events.
- Remote Hands Services** means the on-site support Services that Evoswitch may provide (at its absolute discretion) in relation to the Equipment under the direction of Customer. Remote Hands Services may include installation of Equipment, power cycling of the Equipment, simple key stroke commands to reboot Equipment and smart hands services.
- Response Time** means the period of time within which an Evoswitch support engineer shall respond to a Customer's Support Request (as defined below).
- Response Time Deficiency** means, in relation to a Customer that has purchased a FLS Support Pack only, each failure of Evoswitch to provide the agreed level of support within the Response Time set forth in Chapter D hereof. Response Time Deficiencies shall exclude all Excluded Deficiencies.
- Service Credit** means a credit, calculated in accordance with the Chapter F of the Services Specifications, issued by Evoswitch to the Customer in respect of a Deficiency.



Time Included means the amount of time per month, during which Customer is entitled to receive Remote Hands Services from an EvoSwitch support engineer. Time Included can be purchased in combination with a support level and separately as part of a Remote Hands Pack (as defined below).

CHAPTER B. HOUSING

2. HOUSING SPACE

- 2.1. EvoSwitch shall provide to Customer a non-exclusive right to install and retain Equipment in the Housing Space, which right cannot be transferred by Customer to a third party (including Customer's end-users), in whole or in part, without EvoSwitch's prior written consent.
- 2.2. The right to install and retain Equipment in the Housing Space, referred to above in Clause 2.1, is not intended as a lease and shall not create a relationship of lessor and tenant between the Parties.
- 2.3. Without prejudice to the provision of a non-exclusive right to install and retain Equipment during the term of the Agreement, nothing in the Agreement shall result in the transfer of EvoSwitch's rights (of whatever nature) to Customer.
- 2.4. EvoSwitch offers four (4) different solutions with respect to Housing Space:

SOLUTION	DESCRIPTION
Cabinet	EvoSwitch will make available to Customer a cabinet which will occupy a shared area within the Datacenter, alongside the cabinets or cages of other customers, in order to maximize the available space. A Cabinet will be provided with a dedicated power feed, coming from a shared power distribution system. Customer may opt to install its own cabinet or to license for the use of, or purchase a cabinet from EvoSwitch.
Footprint	A dedicated footprint provides Customer the option to install Customer's own cabinet. Customer's cabinet will occupy a shared area within the Datacenter, alongside the cabinets or cages of other customers, in order to maximize the available space. Customer's cabinet must comply with industry standards, are subject to approval by EvoSwitch, and must have the dimensions set forth in the Order Form.
Cage	A cage provides Customer with a space, physically separated from other customers, in a shared area in the Datacenter. It is by default outfitted with a 'lock-and-key' mechanism, intended to restrict access to the cage. When using a cage, Customer shares a power distribution and access control system with other customers.
Suite	A suite is a dedicated space in the EvoSwitch's Datacenter which can be tailored to Customer's specific needs. It is located inside a shared climate area in the EvoSwitch Datacenter, but is secured from other Customer's areas by enclosed walls. A suite offers Customer a dedicated access control system and a power distribution that is dedicated exclusively to Customer from the UPS to the suite.

- 2.5. Customer shall ensure that the total load on its allocated footprint, i.e. the weight of its cabinet/cage including Equipment, does not exceed 1.500 Kg/m2. Customer shall ensure to spread the load evenly over the floor and to follow any directions given by or on behalf of EvoSwitch.
- 2.6. EvoSwitch shall outfit the Datacenter with (i) a fire detection and suppression system and (ii) fire retarding walls with a capacity of at least sixty (60) minutes. All Datacenters are equipped with hand-held CO2 fire extinguishing devices, in accordance with local rules and regulations.
- 2.7. EvoSwitch will, on a regular basis, clean the common areas, including the (raised) floor surface located in the common areas.
- 2.8. Customer shall in no event modify, damage, move, replace, or remove any equipment, fixture, the Housing Space, the Datacenter or other property of EvoSwitch or of any other customer of EvoSwitch, including the installation of walls, partitions, drop ceilings, lighting, HVAC, plumbing, or any electrical distribution or electricity supplies.
- 2.9. Customer shall not place its logo or any signs on or in the Datacenter or the Housing Space without the prior written consent of EvoSwitch, which consent EvoSwitch may withhold at its sole discretion.
- 2.10. If EvoSwitch has granted Customer the right to install Equipment in the meet-me-room at the Datacenter, Customer may only install networking Equipment.
- 2.11. The provision of Structured Cabling, Fire Protection, Lighting, as well as Access Control and Security (as specified in the EvoSwitch Policies) at the EvoSwitch Datacenter is part of the Colocation Service.

3. INSTALLATION OF EQUIPMENT

- 3.1. Customer shall ensure that the Equipment is installed in the Housing Space in accordance with any directions given by EvoSwitch to Customer. Customer shall adhere to the floor plan and the (electrical) connection scheme as defined by EvoSwitch.
- 3.2. All Housing Spaces shall be placed in accordance with EvoSwitch's so called 'cold corridor concept' or 'hot corridor concept', such as to be determined by EvoSwitch. With the help of these corridor concepts, EvoSwitch aims to increase the efficiency of the Datacenter. As part of the corridor concepts Customer must install blind plates in the cabinets. EvoSwitch will install roof elements over the aisles requiring air containment and doors on each end of the aisles requiring air containment. EvoSwitch will make the blind plates available free of charge for the duration of the Term. If Customer does not comply with its obligation to install blind plates, EvoSwitch may install these blind plates on Customer's behalf and EvoSwitch shall be entitled to charge Customer a Service Charge for this installation in accordance with EvoSwitch's standard rate card.
- 3.3. Customer will not install any Equipment with side-to-side cooling without the prior written approval of EvoSwitch. EvoSwitch may grant or deny its approval for such Equipment at its sole and absolute discretion.
- 3.4. Customer is obliged to connect all of its Equipment to both the Primary A-feed and the Secondary B-feed. Customer must connect single fed Equipment to the Primary A-feed and the Secondary B-feed through a Customer provided ATS.

CUSTOMER: _____

EVOSWITCH: _____



4. CLIMATE CONTROL

- 4.1. Subject always to clause 4.3 and 4.4 below, the air temperature in the Housing Space, shall be between twenty-four degrees Celsius (24°C), plus or minus five degrees Celsius (5°C) (the “**Temperature Range**”), measured at 1,5 meters above floor level and 0,5 meters from the cold side of the Housing Space.
- 4.2. Subject always to clause 4.3 and 4.4 below, the average relative air humidity (saturation) level in the Housing Space shall, on a monthly basis, fall between fifty percent (50%) plus or minus thirty-five percent (35%) (the “**Humidity Range**”).
- 4.3. The temperature and air humidity goals set forth above are conditional upon an outside ambient temperature of between thirty degrees Celsius (30°C) and minus two degrees Celsius (-2°C) (saturated), and are further based on a Maximum Cooling Density, as specified in Clause **Error! Reference source not found.**
- 4.4. In order for Evoswitch to be able to guarantee the climate control, it is vital that Customer adheres to either the cold or hot corridor concept (referenced above under clause 3.2), the Power Commit set forth in the Order Form, the Maximum Cooling Density (as defined below) and any other of Evoswitch’s policies and instructions.

5. ACCESS AND SECURITY

- 5.1. Subject to the other provisions in the Agreement and any other access and security rules in effect at the Datacenter, Customer will have access to the Housing Space 24 hours per day and 365/366 days per year, provided that: (i) Customer is not in breach of the Agreement; (ii) such access will be granted to Authorized Individual only; and (iii) Evoswitch reserves the right to refuse to admit to the Datacenter or remove from the Datacenter any Authorized Individual whose admission or presence would in Evoswitch’s view be detrimental to the (commercial) interests of Evoswitch.
- 5.2. Customer shall be responsible for identifying the Authorized Individuals through the Customer Portal. It is Customer’s sole responsibility to ensure that the list of Authorized Individuals in the Customer Portal is current and accurate.
- 5.3. Evoswitch shall arrange for security, access control and camera monitoring at the Datacenter during twenty four (24) hours per day, seven (7) days per week and 365/366 days per year. Evoswitch shall be entitled to release the footage by these cameras to third parties, including any law enforcement authority. Customer shall not be entitled to receive a copy of or to review the footage of these cameras.

CHAPTER C. POWER SUPPLY AND ELECTRICITY CONSUMPTION

6. ELECTRICAL POWER

- 6.1. The following electrical (back-up) outlets are available:

BREAK	DESCRIPTION
No Break (NB)	This electrical outlet shall be used as a primary or secondary (back-up) outlet and is connected to an uninterruptible power supply (“ UPS ”) system and (save for Maintenance or a Test on the UPS itself) by design should not be affected by Maintenance, an interruption in the supply of electrical power or a Test on the electrical system.
Short Break (SB)	This electrical outlet shall only be used as a secondary back-up outlet as it is not connected to a UPS system and is therefore momentarily affected by Maintenance, an interruption in the supply of electrical energy or a Test on the electrical system. The typical downtime of this outlet is approximately thirty (30) seconds per instance. The downtime represents the time that is required to switch between the Evoswitch’s electricity supply system and the standby generator(s).

- 6.2. The redundancy options for the supply of electrical power are:

REDUNDANCY	DESCRIPTION
N	One (1) electrical NB outlet per cabinet. Input electricity for the UPS system is provided via a mainboard. Electrical power is supplied to the mainboard via Evoswitch’s power distribution system which is connected to the electricity grid. Electrical power is backed up by standby generator(s).
Standard N+1	Two (2) electrical outlets per cabinet, of which one is an NB outlet, and the other is an SB outlet. Input electricity for both outlets is provided via a common mainboard. Electrical power is supplied to the mainboard via Evoswitch’s power distribution system which is connected to the electricity grid. Electrical power is backed up by standby generator(s).
Advanced N+1	Two (2) NB electrical outlets per cabinet. Input electricity for both outlets is provided via a common mainboard. Electrical power is supplied to the mainboard via Evoswitch’s power distribution system which is connected to the electricity grid. Electrical power is backed up by standby generator(s).
Standard 2N	Two (2) electrical outlets per cabinet, of which one is an NB outlet, and the other is an SB outlet. Input electricity for the outlets is provided via separate mainboards. Electrical power is supplied to the mainboards via Evoswitch’s power distribution system which is connected to the electricity grid. Electrical power is backed up by standby generator(s).
Advanced 2N	Two (2) NB electrical outlets per cabinet. Input electricity for the outlets is provided via separate mainboards. Electrical power is supplied to the mainboards via Evoswitch’s power distribution system which is connected to the electricity grid. Electrical power is backed up by standby generator(s).

- 6.3. The Order Form shall provide for a separate monthly Service Charge (the “**Infrastructure Charge**”) per Cabinet/Footprint for the (capacity within the) Datacenter infrastructure committed by Evoswitch to making electrical power available up to the Power Commit

CUSTOMER: _____

EVOSWITCH: _____



for utilization by Customer's Equipment. This Infrastructure Charge shall be payable by Customer regardless of whether Customer uses the applicable power, or any portion thereof.

- 6.4 The electrical power to the Housing Space is, by default, supplied through 1 x 16 or 1 x 32 amps of 230V Alternating Current (AC) power feed. If Customer has other electricity requirements, e.g. 400V AC, 48V Direct Current (DC), such may be provided by EvoSwitch to Customer, subject to availability at the Datacenter. The voltage provided through EvoSwitch's electrical system shall be compliant with the EN50160.
- 6.5 Depending on local rules and regulations, EvoSwitch endeavors to store enough diesel fuel typical for forty-eight (48) hours supply of back up electricity through its diesel generators.
- 6.6 Upon Customer's request, EvoSwitch may – as an extra Service to Customer – install extra No-Break and/or Short Break electricity supplies.

7. SERVICE CHARGE FOR ELECTRICITY CONSUMPTION

- 7.1. Customer's Electricity Consumption shall be measured by EvoSwitch (in kilo Watt-hour, "kWh") on a monthly basis, and will (in addition to the Infrastructure Charge and other agreed Service Charges) be charged to Customer at the Electricity Tariff (as defined below).
- 7.2. This electricity tariff will be calculated by multiplying (a) the all-in electricity tariff at which EvoSwitch purchases electricity from its energy supplier with (b) the PUE. EvoSwitch offers Customer a choice between the following two (2) methods, on the basis of which Customer's electricity consumption will be charged. Customer's selected choice will be included in the Order Form:
 - (a) EvoSwitch will - on a monthly basis - charge a pre-charge based on the Electricity Tariff and a fixed percentage (the "Pre-charge Percentage") of the full amount of kWh's available in the respective month for Customer's use up to the Power Commit. Unless otherwise agreed in the Order Form, the Pre-charge Percentage shall be set at 50%. All of Customer's Electricity Consumption in excess of the pre-paid electricity will be charged per cabinet as a surcharge based on the Electricity Tariff. Electricity consumption cannot be exchanged between cabinets. Any unused part of the monthly prepaid Electricity Consumption shall be non-refundable. The prepaid Electricity Consumption cannot be forwarded – in whole or in part – to another month.
 - (b) EvoSwitch will, on a monthly basis, charge a flat rate, an all-inclusive Service Charge for Services provided by EvoSwitch, including full electricity consumption, without a surcharge as long as Customer's electricity consumption remains within the agreed Assumed Electricity Usage. The charge for electricity consumption is a fixed part of this flat rate and is based on the Assumed Electricity Usage. Electricity consumption cannot be exchanged between racks. Customer understands and agrees that the electricity consumption cannot be forwarded, in whole or in part, to the following, or another month. Notwithstanding the foregoing, all of Customer's electricity consumption in excess of the Assumed Electricity Usage will be charged per rack as a surcharge.
- 7.3. The electricity tariff (the "Electricity Tariff") contains, amongst others: the costs with respect to the acquisition by EvoSwitch of electrical energy and water, renewable energy increment, transport increment, tax(es), capacity increment, capacity investment, equipment (e.g. transformer) lease and technical support. The administration fee and risk fee set forth in the General Conditions shall not be included in the Electricity Tariff but shall be charged separately. The agreed Electricity Tariff also factors in the electricity consumption of common facility systems or services of the Datacenter by applying the PUE Factor (as amended by the Green Factor from time to time). The agreed Electricity Tariff at the start of an Order shall be set forth in the Order Form. EvoSwitch endeavors to maintain a stable Electricity Tariff by closing long term energy contracts and developing a stable purchasing strategy. However, EvoSwitch cannot guarantee a constant price level for electricity. EvoSwitch may also charge a 5% administration fee and a 5% risk fee on top of the all-in electricity tariff.
- 7.4. The Power Usage Effectiveness factor (the "PUE Factor") is the factor (a) the numerator of which is the total electricity consumption in the Datacenter (including the consumption of cooling, losses in the electrical wiring, losses in the UPS, lighting, losses in transformers, consumption of pumps, and consumption of ventilation), and (b) the denominator of which is the electricity consumption in all Housing Spaces. The PUE contains, amongst others: the consumption of cooling, losses in the electrical wiring, losses in the UPS, lighting, losses in transformers, consumption of pumps, and consumption of ventilation. The PUE is by default two to one (2:1), unless otherwise stated in the Order Form or otherwise confirmed by EvoSwitch in writing to Customer.
- 7.5. In order to stimulate EvoSwitch's investments into renewable energy sources and/or more energy efficient datacenter systems ("Green Investments"), EvoSwitch may add a factor ("Green Factor") to the PUE Factor to compensate for the Green Investments which will – in EvoSwitch's view – have a positive effect on the climate and/or the energy efficiency of the Datacenter. The addition of the Green Factor to the PUE Factor shall, however, not affect the outcome or result of the PUE. For instance: if the PUE was two to one (2:1) prior to the Green Investments, the PUE will continue to be two to one (2:1) after the Green Investments and the subsequent addition of the Green factor. Thus, the overall energy efficiency of the Datacenter can be increased whilst the Customer's Electricity Tariff shall not be adversely affected by the Green Investments. The Green Factor may be changed from time to time by EvoSwitch.
- 7.6. EvoSwitch measurements shall be leading for Customer's Electricity Consumption. Should there be a (temporary) disruption or malfunction in EvoSwitch's automated measurement systems, EvoSwitch may estimate Customer's Electricity Consumption for the respective period by using the best data available to EvoSwitch with the following terms of reference:
 - (i) EvoSwitch's measurements of Customer's Electricity Consumption over the period preceding the disruption or malfunction, and/or over the period following the correction of the disruption or malfunction; and/or
 - (ii) a manual measurement by EvoSwitch.
- 7.7. The following provisions regard the Service Charge with respect to Electricity Supply:
 - (a) The Service Charge specified in the Order Form has been calculated on the basis that Customer's electricity consumption does not exceed the Electrical Capacity Limit.
 - (b) Customer's electricity consumption shall be measured by EvoSwitch. The Electrical Capacity Limit is included in the Order Form and expressed in kilo Volt-Ampère ("kVA"). The electricity consumption is (subject to the pre-charge set forth in Clause 7 based on true power and expressed as a usage on monthly basis kilo Watt-hour ("kWh")).
 - (c) Customer acknowledges that electricity consumption in excess of the Electrical Capacity Limit imposes a greater burden on the EvoSwitch Datacenter. In view hereof, EvoSwitch shall, in case of excess electricity consumption, be entitled to:
 - (i) charge for the actual electricity consumed by Customer; and

CUSTOMER: _____

EVOSWITCH: _____



- (ii) increase the Service Charge by a penalty of ten (10) times the list price for electrical capacity, expressed in kVA, with increments of 0,1 kVA, to take account of any excess use of electricity.

8. LIMITS ON DRAW OF POWER

- 8.1. Customer’s draw of electrical power is subject to a limit, specified in the Order Form as the Power Commit. Unless otherwise agreed between Parties in writing, the Power Commit shall apply on a per cabinet/footprint basis. Customer shall at no time be entitled to draw electrical power in excess of the Power Commit. Customer shall at no time be entitled to use electricity in excess of the Electrical Capacity Limit. The Electrical Capacity Limit set forth in the Order Form shall be the maximum net amount of electricity that Customer may use at any single time, after circuit or fuse derating in accordance with the applicable National Electrical Code (“NEC” or “NFPA 70”) and EvoSwitch’s standard derating policy. When a Cabinet is equipped with more than one (1) electrical outlet, the Electrical Capacity Limit is based on the sum of the electrical outlets (e.g. a 4kVa limit over NB1 and NB2 means that the sum of the assumed power of NB1 and NB2 may not exceed 4kVa). For determining whether a Customer has exceeded the Electrical Capacity Limit, a constant 208V electric current shall be assumed.
- 8.2. In the event that Customer’s draw of electrical power exceeds the Power Commit, Evoswitch shall be entitled to:
 - (i) to require Customer to make such changes to the Equipment as necessary, in Evoswitch’s view, to reduce Customer’s draw of electrical power to a level on or below the Power Commit;
 - (ii) suspend the supply of electrical power to Customer in accordance with the General Conditions; and/or
 - (iii) charge for the Electricity Consumption in accordance with clause 7 above; and/or
 - (iv) charge an additional Service Charge based on (i) the difference between the Power Commit and the highest amount of electrical power drawn by Customer in the respective month (expressed in kW, with increments of 0.1 kW); and (ii) Evoswitch’s standard list price for electrical power multiplied by a penalty factor of 10.
- 8.3. If, following a written request from Evoswitch to Customer to reduce the draw of electrical power to a level on or below the Power Commit, Customer exceeds the Power Commit at two separate occasions in any three (3) consecutive month period, then Evoswitch shall have the option (subject always to availability of sufficient electrical power in the Datacenter and without limiting any other right or remedy available to Evoswitch) to unilaterally increase the Power Commit for Customer for the remainder of the Term by sending a written notice to Customer. The new Power Commit shall be equal to the highest amount of electrical power drawn by Customer in said three (3) month period, rounded up to the higher full kW. From the effective date of the new Power Commit, Evoswitch shall amend the Infrastructure Charge and the pre-charge under clause 7.2 hereof in accordance with the new Power Commit.
- 8.4. Without in any way limiting any other restriction set forth in this clause 8, Customer may only connect and configure the Equipment to their assigned power circuits such that the total combined electrical load of both electrical outlets shall at all times be less than 80% of the breakered circuit capacity.
- 8.5. Without limiting the generality of Clause 8, Customer’s total electricity consumption shall at no time exceed the maximum cooling density of ninety-two point nine Watts per square foot (92.90W/per square foot) (“**Maximum Cooling Density**”), unless otherwise stated in the Order Form. For the purpose of Clause 8, a Cabinet is deemed to occupy a minimum of 21.528 square foot (2 m2).

CHAPTER D. SUPPORT AND REMOTE HANDS

9. CUSTOMER SUPPORT

- 9.1. Evoswitch shall provide an English-language customer support service. Evoswitch will maintain support engineers actively on duty 24 hours per day, every day of the year.
- 9.2. Customer may initiate a request for Remote Hands, or report a Service Disruption (each a “**Support Request**”) via the technical helpdesk via phone or e-mail. A Support Request must include the following information: (i) type of service, (ii) company name, (iii) name and number for immediate contact with the Customer, and (iv) a clear, detailed and unambiguous description of the Remote Hands Services requested or the Service Disruption (as applicable). Evoswitch may refuse a Support Request if it is not able to establish that the Support Request is made by the person Authorized by Customer in the Customer Portal.
- 9.3. The table below sets forth the Response Time (the “**Response Time Target**”) for Support Requests. The Response Time Target depends on the support level purchased by the Customer.

SUPPORT LEVEL	RESPONSE TIME TARGET	TIME INCLUDED
Basic	Best effort	0 minutes / month
Bronze	4 hours	30 minutes / month
Silver	2 hours	60 minutes / month
Gold	1 hour	90 minutes / month
Platinum	30 minutes	120 minutes / month

- 9.4. Customer shall, by default, receive support on Basic basis. In case of Basic support, Evoswitch does not provide any guarantees to Customer with respect to the Response Time.
- 9.5. Customer shall ensure that Customer can at all times be reached on Customer’s emergency numbers, specified by Customer in the Customer Portal. If Evoswitch is not able to reach Customer, the Response Time shall be extended with a period of time equal to the period during which Evoswitch cannot reach Customer.
- 9.6. Evoswitch shall in no event be obliged to provide any support services to Customer’s end users.

10. REMOTE HANDS

- 10.1. Customer may request Evoswitch Remote Hands Services in relation to the Equipment.

CUSTOMER: _____

EVOSWITCH: _____



- 10.2. EvoSwitch may accept or decline Customer's request for Remote Hands Services in its sole discretion. In case EvoSwitch declines Customer's request for Remote Hands Services, Customer shall be solely responsible for the performance of such services.
- 10.3. Customer shall at its own costs and expense provide to EvoSwitch all materials and information requested by EvoSwitch that EvoSwitch deems relevant in respect of the Remote Hands Services.
- 10.4. All Remote Hands Services are provided AS-IS and on a best efforts basis. EvoSwitch is not liable to Customer for any damage resulting from any Remote Hands Services provided by EvoSwitch, unless such damage is the direct result of gross negligence or wilful misconduct on the part of EvoSwitch. Any delivery times, turnaround times or deadlines given or agreed in connection with Remote Hands Services are target times only and EvoSwitch shall in no event be liable for failure to meet these target times/deadlines. Customer remains at all times solely responsible for the Equipment, including amongst other hardware, software, data, databases, content, configuration and connectivity.
- 10.5. Customer shall on a monthly basis be entitled to the amount of Time Included for the purchased support level and/or the amount of Time Included separately purchased as specified in the Order Form (a "Remote Hands Pack"). Unused minutes of the the Time Included are non-refundable and shall not transfer to following months.

11. SERVICE CHARGES FOR REMOTE HANDS

- 11.1. Customer shall pay to EvoSwitch the Service Charge for the purchased support level and/or Remote Hands Pack set forth in the Order Form. In addition, EvoSwitch shall be entitled to invoice Service Charges for all Remote Hands Services provided to Customer in excess of the Time Included, on a time spent basis, at the prevailing EvoSwitch's hourly rate for performing the particular Remote Hands Services (plus its expenses related to the performance of the Remote Hands Services, including any traveling expenses if applicable). The applicable hourly rate may depend on the chosen support level and/or Remote Hands Pack. The amount of the additional Service Charge also depends on the fact whether the additional Remote Hands Services are provided during Business Hours or non-Business Hours.
- 11.2. All Remote Hands Services shall be measured in fifteen minute increments increments, regardless of the level of complexity required to complete the assignment.
- 11.3. For the purpose of determining the amount of time of Remote Hands Services provided, EvoSwitch's data shall be binding.

CHAPTER E. ADDITIONAL SERVICES

12. MEETING ROOMS

- 12.1. Upon request of Customer, and subject always to availability and approval of EvoSwitch, Customer can book a meeting room in the Datacenter in order to organize meetings and/or audio conferences. The meeting rooms are only available during Business Hours. All meeting room charges include the meeting room, adequate heat, electricity, water, air conditioning and cleaning services, reception services, security and ancillary services, such as Beamer, Wireless internet, flipchart and markers, refreshment corner with coffee, tea and water.
- 12.2. The meeting room charges will be charged separately. The use of a meeting room is measured per hour.
- 12.3. Any changes to the booking shall be made in writing by e-mail to EvoSwitch. Cancellation charges will be applied using the following guidelines:
 - (i) there will be no cancellation fee cancelling or rescheduling one (1) week or more prior to the date of use;
 - (ii) cancellations or reschedules made less than one (1) week but more than one (2) days prior to the date of use will be charged 25% of the meeting room charge; and
 - (iii) cancellations or reschedules made two (2) or less days prior to the date of use will be charged 100% of the meeting room charges.
- 12.4. Customer agrees to permit EvoSwitch to enter the meeting rooms at all times for the purpose of inspection, and/or for the making of any necessary repairs EvoSwitch deems necessary.

13. OFFICE SPACE/STORAGE SPACE

- 13.1. Upon request of Customer, and subject always to availability and approval of EvoSwitch, Customer can lease office and/or storage space in the Datacenter. Customer may not use the leased space for any other purposes. Customer is not allowed to sublet the office/storage space.
- 13.2. The actual location and the term of the lease shall be set forth in the Order Form.
- 13.3. The office/storage space charges will be charged separately on a monthly basis and shall be set forth in the Order Form. The office/storage space charges will include the use of the utilities and cleaning services.
- 13.4. EvoSwitch may enter the office/storage space at all times for the purpose of inspection, or for the making of any repairs EvoSwitch deems necessary.
- 13.5. EvoSwitch shall provide to or for the office/storage space, adequate heat, electricity, cleaning services and reception services.
- 13.6. Customer agrees to take good care of the office/storage space and is not entitled to make alterations to it. Customer agrees to be solely responsible and liable for any damage, theft or loss of property incurred during the term, and agrees to hold harmless and indemnify EvoSwitch for any claim for damage, loss, or theft.

14. HANDLING, TEMPORARY STORAGE AND SHIPMENT

- 14.1. Upon request of Customer, and subject always to availability and approval of EvoSwitch, Customer can store its Equipment in a common storage area in the Datacenter at Customer's sole risk. Said common storage area is intended for short term temporary storage only and Customer shall remove the stored Equipment immediately upon receipt of instructions thereto from EvoSwitch.
- 14.2. Customer agrees to be solely responsible and liable for any damage, theft or loss of property of stored Equipment, and agrees to hold harmless and indemnify EvoSwitch for any claim for damage, loss, or theft.

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- 14.3. The storage charges will be charged separately on a weekly basis and are based on EvoSwitch's standard rate card. EvoSwitch is entitled to charge a storage fee after the first two (2) days of receipt of the Equipment in the Datacenter. The storage charges exclude all costs related to Customer's handling and shipments of Equipment to or from the Datacenter, which will be separately charged to Customer based on EvoSwitch's standard rate card.
- 14.4. Customer shall notify EvoSwitch via email of any intended shipment of the Equipment from or to the Datacenter and/or storage of the Equipment in the Datacenter, at least two (2) Business Days before the intended/delivery date. Customer shall ensure that the ticket number provided to Customer shall be clearly indicated on the shipped Equipment. EvoSwitch may reject a request if Customer does not comply with said conditions.
- 14.5. All shipments made or sent by Customer shall be at Customer's own risk. EvoSwitch shall not inspect any whether the shipments delivered at the Datacenter are damaged, incorrect and/or incomplete. Customer shall be required to relocate the shipments to the new/alternative storage area designated by EvoSwitch, and within the time-slot indicated in EvoSwitch's notification.
- 14.6. Customer is responsible for cleaning up and disposal of all materials and equipment used for Customer's shipment. Customer shall ensure that such shipment material is removed from the Datacenter on the same day as the date of delivery. If Customer does not comply with this provision, EvoSwitch shall charge a clean-up fee to Customer.

15. IN-HOUSE CABLING

- 15.1. EvoSwitch will, subject to the terms of the Agreement, install In-House Cabling for Customer. Customer may request EvoSwitch to install such In-House Cabling by filling out an In-House Cabling Order Form and submitting the In-House Cabling Order Form to EvoSwitch. EvoSwitch shall endeavor to install the In-House Cabling within three (3) Business Days after acceptance by EvoSwitch of the request. The Service Charge for the In-House Cabling shall be set forth in the Order Form for the In-House Cabling.
- 15.2. Customer shall be solely responsible for (i) obtaining the consent of all third parties with whom Customer wishes to connect through In-House Cabling, and (ii) paying to such party all costs and fees payable in connection with the supply of any services by said third party.
- 15.3. Customer is not allowed to install and/or have installed any In-House Cabling other than the In-House Cabling that have been installed and provided by EvoSwitch. Notwithstanding the foregoing, Customer shall be entitled to install its own In-House Cabling between adjacent Cabinets of the Customer.
- 15.4. All In-House Cabling are provided AS-IS and on a best efforts basis and EvoSwitch does not warrant that In-House Cabling will be free from interruptions, errors, defects or failures. EvoSwitch is not liable to Customer for any damage resulting from any In-House Cabling provided by EvoSwitch, unless such damage is the direct result of gross negligence or wilful misconduct on the part of EvoSwitch. Any delivery times, turnaround times or deadlines given or agreed in connection with In-House Cabling are target times only and EvoSwitch shall in no event be liable for failure to meet these target times/deadlines.
- 15.5. Unless otherwise agreed between Parties in writing, the Initial Term of any Order for In-House Cabling shall be three (3) years.

16. DISH/ANTENNA

- 16.1. EvoSwitch may (in its sole discretion and subject always to available roof space) grant Customer the right during the Term to use a portion of the roof of the Datacenter allocated by EvoSwitch for the purpose of installing, operating and maintaining one or more satellite dishes/antennas or other communication devices reasonably approved by EvoSwitch (each, a "Dish/Antenna"). Any grant for the placement of a Dishes/Antenna shall be documented in an Order Form.
- 16.2. Customer shall give a two (2) Business Days prior written notice to EvoSwitch via the Customer Portal together with a ticket number, of the intended access and use of the roof of the Datacenter. EvoSwitch may reject such request if Customer does not comply with these conditions.
- 16.3. Customer's access to and use of the roof of the Datacenter shall be at Customer's sole risk. EvoSwitch may at all times accompany Customer when accessing the roof.
- 16.4. Customer shall be solely responsible for (i) obtaining all necessary governmental and regulatory approvals, permits and licences, (ii) the cost of installing, operating, maintaining and removing the Dish/Antenna, and (ii) complying with all relevant laws, codes and regulations in connection with the installation and use (as appropriate) of the Dish/Antenna.
- 16.5. Customer agrees that at all times, it will keep the roof of the Datacenter free of all trash or waste materials produced by or on behalf of Customer.
- 16.6. It is further understood and agreed that the installation, maintenance, operation and removal of the Dish/Antenna, if any, is not permitted to damage the Datacenter or the roof thereof. Customer will install only equipment of types and frequencies which will not cause interference to EvoSwitch or other customers of the Datacenter.
- 16.7. Customer shall remove the Dish/Antenna at its own expense at the expiration or earlier termination of the Order of the Dish/Antenna. Customer shall repair any damage caused by the placement and/or removal, including the patching of any holes.
- 16.8. EvoSwitch reserves the right to relocate the Antenna/Dish to another portion of the roof of the Datacenter. EvoSwitch shall give a fourteen (14) days prior written notice to Customer of the intended relocation of the Antenna/Dish. Customer shall be required to relocate the Equipment, at Customer's sole costs and expense, to the new/alternative portion of the roof and within the time-slot indicated in EvoSwitch's notification.

17. SALE OF EQUIPMENT

- 17.1. With respect to the equipment (such as cabinets, hard disks, cables, connectors) sold by EvoSwitch to Customer, EvoSwitch will provide a hardware warranty to Customer that is equivalent or equal to the warranty granted to EvoSwitch by the manufacturer/supplier of such equipment. To the extent possible: (a) EvoSwitch will transfer to Customer and Customer will accept the warranty that EvoSwitch has received from the manufacturer/supplier of the sold equipment; or (b) EvoSwitch will arrange that the manufacturer/supplier of the equipment grants such warranty directly to Customer. In the events referred to under a) and b) of this clause, Customer will not have any recourse against EvoSwitch with respect to such equipment sold by EvoSwitch to Customer, but instead may seek recourse directly from the manufacturer/supplier of such equipment.

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- 17.2. EvoSwitch shall use commercially reasonable efforts to ensure that any equipment sold by EvoSwitch to Customer will be delivered on the agreed delivery date at the Datacenter, as specified in the Order Form. Any agreed delivery date is a target date only.
- 17.3. In case Customer has a complaint with respect to any equipment sold by EvoSwitch to Customer, Customer shall provide written notice to EvoSwitch, including in reasonable detail the grounds for its complaint, within five (5) days from the delivery date, in the absence whereof such equipment shall be deemed to be accepted and approved of by Customer.

18. CUSTOMER PORTAL

- 18.1. Customer is responsible for maintaining the confidentiality of the passwords issued by EvoSwitch for the Customer Portal, and Customer is fully responsible for all activities that occur under said passwords. Customer must immediately notify EvoSwitch if its password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised.
- 18.2. Customer's use of the Customer Portal shall be at Customer's risk and responsibility. EvoSwitch provides the Customer Portal "as is" and "as available" and without any warranty or condition. Without prejudice to the generality of the foregoing, EvoSwitch does not warrant that the Customer Portal will operate without interruptions, be timely, secure or error-free, or that the information and materials found or offered on the Customer Portal are accurate, complete or suitable. EvoSwitch may change or discontinue the Customer Portal, or any functionality, content or features thereof, at any time, without notice to Customer.

19. EVOSWITCH OPENCLOUD

- 19.1. The EvoSwitch Opencloud marketplace ("**Opencloud**") is an online platform offered by EvoSwitch free of charge as an Additional Service that enables Customers of EvoSwitch ("**Opencloud Customers**") to identify and contact other Customers of EvoSwitch ("**Opencloud Service Providers**") that provide services ("**Third Party Opencloud Services**") from the Datacenter.
- 19.2. By posting or displaying any information, content or material ("**Opencloud Content**") on Opencloud, whether as an Opencloud Customer or Opencloud Service Provider, Customer grants an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable license to EvoSwitch to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, and otherwise use any or all of the Opencloud Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to the operation of Opencloud.
- 19.3. An agreement for Third Party Opencloud Services shall always be concluded between an Opencloud Service Provider and an Opencloud Customer, and EvoSwitch shall never be a contract party to such agreement. No fees shall be due to EvoSwitch in connection with such agreement or the provision of Third Party Opencloud Services. EvoSwitch has no control over and does not guarantee (i) the existence, quality, safety or legality of an Third Party Opencloud Services advertised; (ii) the truth or accuracy of Opencloud Content or listings; (iii) the ability of Opencloud Service Providers to provide Third Party Opencloud Services; (iv) the ability of Opencloud Customers to pay for Third Party Opencloud Services; or (v) that an Opencloud Service Provider or an Opencloud Customer will complete a transaction.
- 19.4. As a condition of Customer's access to and use of Opencloud, Customer agrees that (i) it will comply with all applicable laws and regulations when using Opencloud and/or providing Third Party Opencloud Services; and (ii) it will conduct its business transactions with other users of Opencloud in good faith.
- 19.5. EvoSwitch is not liable, and Customer agrees not to hold EvoSwitch responsible, for any damages or losses resulting directly or indirectly from: (i) the use of, or inability to use, Opencloud; and (ii) the content, actions, or inactions of Opencloud Service Providers or Opencloud Customers. The Opencloud Service Provider and the Opencloud Customer shall indemnify EvoSwitch against any claims in any way connected to, or arising out of, the provision/use of Third Party Opencloud Services. EvoSwitch does not sponsor or endorse any Third Party Opencloud Services or Opencloud Service Providers.
- 19.6. To use Opencloud, the Customer must create an Opencloud account. Customer is responsible for maintaining the confidentiality of the passwords issued by EvoSwitch for Opencloud, and Customer is fully responsible for all activities that occur under said passwords. Customer must immediately notify EvoSwitch if its password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised.
- 19.7. Customer's use of Opencloud, whether as an Opencloud Service Provider or as an Opencloud Customer, shall be at Customer's own risk and responsibility. EvoSwitch provides Opencloud "as is" and "as available" and without any warranty or condition. Without prejudice to the generality of the foregoing, EvoSwitch does not warrant that Opencloud will operate without interruptions, be timely, secure or error-free. EvoSwitch may change or discontinue Opencloud or any the functionality, content or features thereof, at any time without notice to Customer. EvoSwitch may cancel or suspend Customer's account, or remove any content from the Opencloud, at any time and for any reason.



CHAPTER F. SERVICE LEVELS AND SERVICE CREDITS

20. POWER CREDITS

20.1. The monthly target for Power Unavailability Percentage for Colocation Services shall be as set forth in the table below (the **“Power Availability Target”**).

CONFIGURATION	POWER AVAILABILITY TARGET
N	99.9%
Standard N+1	99.95%
Advanced N+1	99.99%
Standard 2N	99.995%
Advanced 2N	99.999%

- 20.2. In the event that in any calendar month, the Power Unavailability Percentage, is lower than the Power Availability Target, Customer shall be eligible to receive a Service Credit (the **“Power Availability Credit”**). The Power Availability Credit shall be equal to 2% of the Monthly Recurring Colocation Charge for the respective month for the affected Colocation Service for every 0.1% that the Power Unavailability Percentage falls below the Power Availability Target.
- 20.3. The maximum total amount of Power Availability Credit that Customer may be eligible to in a particular month, shall be limited to 25% of the Monthly Recurring Colocation Charge for the respective month for the Customer’s Colocation Service affected.
- 20.4. For each Power Deficiency during any part of a calendar year during the term of the Agreement, Customer shall be entitled to a Service Credit equal to 1/30th of the Loaded Cabinet MRC with respect to the Cabinet that is directly affected by the Power Deficiency, multiplied by the applicable Credit Multiplier.
- 20.5. If a simultaneous Power Deficiency and Conditioned Air Deficiency occurs, the Conditioned Air Deficiency will not be counted as a second Deficiency. The times to recover to the normal range and when the duration becomes a second Deficiency will be driven by the times defined for the Power Deficiency.
- 20.6. Power Deficiency and Conditioned Air Deficiency will be deemed to commence at the earlier of such time as (a) Evoswitch receives actual knowledge of the occurrence of such Deficiency or (b) such Deficiency is captured in Evoswitch’s building or environmental monitoring systems, and shall be deemed terminated at such time as (i) with respect to Conditioned Air Deficiencies, the temperature and humidity fall within the “Normal” range cited in the attached Schedule A (ii) with respect to a Power Deficiency, the affected Electricity Supply has been restored pursuant to notice from Evoswitch to Customer.

21. CLIMATE CONTROL AND CREDITS

- 21.1. Evoswitch shall provide for a climate control system in the areas where the Housing Space is located.
- 21.2. In the areas of the EvoSwitch Datacenter where the Housing Space is located, EvoSwitch endeavors to maintain the air temperature and air relative humidity saturation levels.
- 21.3. In the event in any month, the conditioned air for Colocation Services does not meet the Temperature Range for a consecutive period of 60 minutes (the **“Temperature Threshold”**), Customer shall be eligible to receive a Service Credit (the **“Temperature Credit”**). The Temperature Credit shall be equal to 2% of the Monthly Recurring Colocation Charge for the respective month for the affected Colocation Service for every 30 minutes that the temperature exceeds or falls below (as applicable) the Temperature Range in excess of the Temperature Threshold.
- 21.4. Customer shall be entitled to a Service Credit (the **“Air Humidity Credit”**) of 2% of the Monthly Recurring Colocation Charge for the respective month for the affected Colocation Service for every 1% that the monthly average relative air humidity (saturation) level in the Housing Space exceeds or falls below (as applicable) the Humidity Range.
- 21.5. Power Availability Credit, Air Humidity Credit and Temperature Credit in connection with the same incident shall not be cumulative, but Customer will be entitled to the highest of such Service Credits.
- 21.6. The maximum total amount of Air Humidity Credit and Temperature Credit that Customer may be eligible to in a particular month, shall be limited to 25% of the Monthly Recurring Colocation Charge for the respective month for the Customer’s Colocation Service affected.
- 21.7. For each Conditioned Air Deficiency during any part of a calendar year during the term of the Agreement, Customer shall be entitled to a Service Credit equal to 1/30th of the Loaded Cabinet MRC with respect to the Cabinet that is directly affected by the Conditioned Air Deficiency, multiplied by the applicable Credit Multiplier.
- 21.8. If a simultaneous Conditioned Air Deficiency and Power Deficiency occurs, the Conditioned Air Deficiency will not be counted as a second Deficiency. The times to recover to the normal range and when the duration becomes a second Deficiency will be driven by the times defined for the Power Deficiency.
- 21.9. Conditioned Air Deficiency and Power Deficiency will be deemed to commence at the earlier of such time as (a) Evoswitch receives actual knowledge of the occurrence of such Deficiency or (b) such Deficiency is captured in Evoswitch’s building or environmental monitoring systems, and shall be deemed terminated at such time as (i) with respect to Conditioned Air Deficiencies, the temperature and humidity fall within the “Normal” range cited in the attached Schedule A (ii) with respect to a Power Deficiency, the affected Electricity Supply has been restored pursuant to notice from Evoswitch to Customer.
- 21.10. Conditioned Air Deficiencies are aggregated for both Temperature, and moisture issues. However, if a Temperature and/or Moisture Conditioned Air Deficiency occur simultaneously, it is only counted as a single Deficiency.



22. RESPONSE TIME CREDITS

- 22.1. Customer shall be eligible to receive, free of charge, one (1) hour of additional Remote Hands Services, for each Support Request for which Evoswitch does not respond within the applicable Response Time Target.

23. SERVICE CREDIT PROCEDURE

- 23.1. In order to initiate a claim for a Service Credit, Customer must contact Evoswitch's customer support group within five (5) Business Days after the end of the month for which the Service Credit is requested. Requests for Service Credits must be sent to Evoswitch by sending an email to administration@evoswitch.com. The Service Credit request must provide: (a) the Customer name and contact information; (b) the date and beginning/end time of the failed Service Level; (c) a brief description of the characteristics of the failed Service Level, and the specific Evoswitch support ticket number(s) opened about the failed Service Level.
- 23.2. Evoswitch will notify Customer via e-mail upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, Evoswitch will issue a Service Credit to Customer's account. This Service Credit will be credited on the next invoice issued by Evoswitch to Customer. Evoswitch's records and data shall be the basis for all calculations and determinations in respect of Service Credits.
- 23.3. The above Service Credits shall constitute Customer's single and exclusive legal remedy against EvoSwitch, and shall constitute EvoSwitch's sole liability, in relation to, or in connection with, a failure by EvoSwitch to meet the service levels set forth herein and such failure shall not be deemed to be a Breach by EvoSwitch.
- 23.4. To be eligible to receive Service Credits, Customer must cooperate in good faith with Evoswitch to trace the root cause of the event resulting in the failed Service Level.
- 23.5. All Service Credits shall be credited against the next invoice presented to Customer.
- 23.6. No Service Credit shall be due in case the failed Service Level results from or is caused by Excluded Events.
- 23.7. The maximum amount of Service Credits which Customer may accrue during any calendar year during the term of the Agreement resulting from all Power Deficiencies and Conditioned Air Deficiency occurring during such Contract Year, shall not exceed in the aggregate of one-twelfth of the total annual aggregate of Loaded Cabinet MRC for the Cabinets that are directly affected by the Power Deficiencies and Conditioned Air Deficiency for such calendar year.

