1. Generally.

1.1 These terms and conditions (the “On-Site Private MCP Terms”) apply where Client has entered into an executed Order under this Agreement that provides for installation of an On-Site Private MCP at a Data Centre Facility (such Order, an “On-Site Private MCP Order”). These On-Site Private MCP Terms describe:

(a) certain deployment, installation and related services in respect of the Dimension Data Equipment and the Data Centre Facility, which will be deemed to be Activation Services for purposes of this Agreement;

(b) the terms and conditions pursuant to which Dimension Data will provide and Client will receive Activation Services; and

(c) the Minimum Requirements and certain other terms and conditions applicable to the Dimension Data Equipment and Data Centre Facility. Nothing in these On-Site Private MCP Terms constitutes or will be deemed to constitute a sale or lease to Client of any Dimension Data Equipment.

1.2 Capitalised terms used but not defined herein have the meanings set forth in the Terms.

2. Project Management.

Project Managers.

2.1 Following the execution of the On-Site Private MCP Order, at a time agreed upon by the parties, each party will appoint a suitably qualified and responsible person to act as such party’s project manager for the Activation Services (such party’s “Project Manager”). Either party may, on seven (7) calendar days’ written notice to the other party, appoint an alternative individual as a Project Manager, provided that such individual is reasonably qualified to serve in such role.

Responsibilities of Project Managers.

2.2 With leadership from Dimension Data’s Project Manager, and unless otherwise mutually agreed by the parties, the Project Managers’ responsibilities in connection with the management and coordination of the provision and receipt of Activation Services will include, among others, the following: discussing and agreeing to schedules and timelines for the implementation of Activation Services, and tracking tasks against such schedules and timelines; scheduling, attending and preparing minutes for Dimension Data-requested or other agreed-upon meetings in support of Activation Services; facilitating effective communication that provides key stakeholders with updates on Activation Services; coordinating with any appropriate third-party suppliers designated by Dimension Data; and serving as a single point of contact with respect to the Activation Services. Issues regarding Activation Services that cannot be resolved by the parties’ Project Managers after good-faith discussion will be addressed in accordance with Section 18.5 of the Terms.

3. Dimension Data Equipment.

Responsibilities.

3.1 As between the parties, Dimension Data will be responsible for providing Dimension Data Equipment for the On-Site Private MCP as described in the Technical Specifications attached to the On-Site Private MCP Order, and Client will be responsible for providing, at its own cost and expense, any other equipment, tools, materials and resources required for Dimension Data to provide or Client to receive Activation Services or otherwise required for or in
connection with the On-Site Private MCP. Dimension Data Equipment located at a Data Centre Facility will be labelled so that it is identified as the property of Dimension Data or its third-party providers, and Client will not remove any labels or other identifying marks from any Dimension Data Equipment.

**Installation of, Access to and Use of Dimension Data Equipment; Capacity.**

3.2 Installation of the Dimension Data Equipment at the Data Centre Facility will be deemed complete on the later of the:

(a) the Effective Date; and

(b) written notice by Dimension Data that such Dimension Data Equipment has been properly installed in accordance with the applicable Technical Specifications. Client will not (and will not permit any personnel, contractors or third parties to), without Dimension Data’s express prior written consent:

(i) handle, install, access, alter, configure, reconfigure, modify, remove or repair any Dimension Data Equipment; or

(ii) attach or add any devices or equipment to Dimension Data Equipment, including to independently extend its capacity.

Any equipment, part or accessory that is attached or added to any Dimension Data Equipment without Dimension Data’s express prior written consent will automatically become Dimension Data’s property upon such addition or attachment, without any requirement for compensation to Client or any third party. Requests for additional capacity will be addressed in accordance with Section 3.2 of the Terms.

**Destroyed, Damaged, Lost or Stolen Dimension Data Equipment.**

3.3 If any Dimension Data Equipment, in whole or in part, is destroyed, damaged, lost or stolen, irrespective of the cause, then Client will immediately provide detailed written notice thereof to Dimension Data, and Dimension Data may elect to (but will have no obligation to):

(a) repair the affected Dimension Data Equipment; or

(b) replace the affected Dimension Data Equipment with Dimension Data Equipment that Dimension Data reasonably determines to be of similar nature and condition.

**Practices, Policies and Procedures.**

3.4 Dimension Data will, and will cause the Dimension Data Authorised Personnel (as defined in Section 8.1) to, comply with all reasonable security practices, policies and procedures regarding access to the Data Centre Facility that are generally prescribed by Client and that have been provided to Dimension Data by Client in advance and in writing, provided that such practices, policies and procedures are not inconsistent with and do not conflict with this Agreement (including the Minimum Requirements) or expand Dimension Data’s liability hereunder and that Dimension Data will not be responsible for any failure or delay in performing Services that arises from or relates to such practices, policies and procedures. Client will (and will cause all personnel, contractors and third parties to) comply with all security and other practices, policies and procedures regarding Dimension Data Equipment and access thereto that are provided to Client by Dimension Data from time to time, and will immediately notify Dimension Data of any breach or threatened breach thereof.

4. **Data Centre Facility.**

**Generally.**

4.1 **The On-Site Private MCP will be built in the Data Centre Facility.** Client will ensure that the Data Centre Facility complies with all requirements included in these On-Site Private MCP
Terms and elsewhere in this Agreement, and with any other reasonable Dimension Data requirements that are communicated to Client.

**Access.**

4.2 Client acknowledges that Dimension Data and the Dimension Data Authorised Personnel require continuous, uninterrupted physical and remote access to the Data Centre Facility and the Dimension Data Equipment in order to provide the Activation Services and otherwise perform the Services. Client will permit Dimension Data and the Dimension Data Authorised Personnel to access the Data Centre Facility and the Dimension Data Equipment at all times. If the Data Centre Facility is owned or operated by a third party, Client will procure and ensure the foregoing rights and access at Client’s sole cost and expense, and will provide Dimension Data with documentation in confirmation thereof upon request.

**Rack Space,**

4.3 **Environmental Conditions and Fiber Link.** Following the execution of the On-Site Private MCP Order, at a time agreed upon by the parties, Client will provide Dimension Data with, and will continue to provide throughout the term of such On-Site Private MCP Order:

(a) lockable rack space within the Data Centre Facility that is sufficient to house all Dimension Data Equipment;

(b) sufficient power and other Dimension Data-approved environmental conditions (including high-volume air conditioning, light and humidity control) as required to operate the Dimension Data Equipment in the Data Centre Facility and to maintain such Dimension Data Equipment in good working order; and

(c) a telecommunications link between the Data Centre Facility and Dimension Data’s designated facility and/or the Internet, which link conforms with the specifications identified in the Technical Specifications.

4.4 **Permissions and Preparation; Installation.** Client will, at its own cost and expense, obtain and maintain throughout the term of the applicable On-Site Private MCP Order all consents, permissions and licenses necessary to install, operate and maintain the Dimension Data Equipment at the Data Centre Facility and that are otherwise contemplated by such On-Site Private MCP Order, including rights to use entrances or in-building ducts, to install, maintain and access plant facilities such as termination panels, conduits, risers/cables and cross-connects, and to use necessary space and power. Any Client Equipment used in connection with the On-Site Private MCP and/or the Dimension Data Equipment (for example, Client-provided networking equipment), and any changes to such Client Equipment or any other changes to the Data Centre Facility that may affect the Dimension Data Equipment, will be subject to Dimension Data’s prior written approval. Dimension Data may use, and will only use, the Client Equipment for the purpose of providing and supporting the provision of the Services, and except as otherwise expressly provided herein will not obtain any proprietary rights in Client Equipment.

4.5 **Location; Certain Events Related to Data Centre Facility.** Client will not move or relocate the Data Centre Facility from the address(es) specified in the On-Site Private MCP Order, or move any Dimension Data Equipment, without Dimension Data’s express prior written consent. Client will immediately notify Dimension Data of any circumstances that may affect the Data Centre Facility or any Dimension Data Equipment located at the Data Centre Facility, including any actual or anticipated:

(a) unavailability, closure or discontinuation of the use of the Data Centre Facility;

(b) amendment, breach, suspension or termination of any rental or lease agreement concerning the Data Centre Facility; or
(c) requirement that any Dimension Data Equipment be relocated to another address or placed in another party's possession (the foregoing, collectively, "Data Centre Facility Events"). Notwithstanding anything to the contrary in this Agreement:

(i) Client will not permit any Data Centre Facility Event to occur without Dimension Data's express prior written consent;

(ii) no Data Centre Facility Event will excuse any Client failure or delay in performing its obligations under this Agreement, including payment obligations;

(iii) Dimension Data will not be responsible or liable for failure or delay in performing its obligations under this Agreement if such failure or delay is due to any Data Centre Facility Event; and

(iv) any Data Centre Facility Event will entitle Dimension Data to terminate the applicable On-Site Private MCP Order upon notice to Client, in which case, all outstanding invoices as well as any early termination fees and/or minimum commitments under such On-Site Private MCP Order will become immediately due and payable.

4.6 Leased Data Centre Facilities. If Client rents or leases the Data Centre Facility, then prior to the delivery of any Dimension Data Equipment to the Data Centre Facility, Client will notify the Data Centre Facility's owner or lessor of Dimension Data’s ownership of the Dimension Data Equipment and any other information requested by Dimension Data. If the owner or lessor of the Data Centre Facility changes at any time, then Client will immediately:

(a) notify Dimension Data and

(b) notify such new Data Centre Facility owner or lessor of Dimension Data’s ownership of the Dimension Data Equipment and any other information requested by Dimension Data

Notices pursuant to this Section 4.6 shall be in writing and in a form and format designated by Dimension Data in its discretion, with a copy to Dimension Data. As between the parties, Client will be solely responsible for all lease, rent and security deposit payments and charges, all real estate taxes, and any similar fees, charges and taxes imposed on either party by third parties (including lessors) in connection with the Data Centre Facility.

4.7 Data Centre Minimum Requirements. Without limiting any other provision of this Agreement, Client will ensure that the Data Centre Facility complies at all times with the requirements specified by Dimension Data at http://www.dimensiondata.com/Services/CloudServices/Legal/MinimumRequirements or any successor URL designated by Dimension Data (the “Minimum Requirements,” hereby incorporated herein by this reference), as updated by Dimension Data from time to time.

5. Ownership; Liens.

5.1 Dimension Data will at all times be and remain the sole owner of the Dimension Data Equipment and all right, title and interest therein and thereto, and any transfer of physical possession of the Dimension Data Equipment by Dimension Data to Client will not be deemed to be or construed as a sale, offer to sell or other transfer of any right, title or interest in or to any Dimension Data Equipment to Client or any third party. Client:

(a) will keep the Dimension Data Equipment free and clear from any liens, security interests or other encumbrances (“Liens”), and not permit any third party to obtain any Lien, or permit any Lien to arise, in respect of the Dimension Data Equipment, and

(b) will not license, sub-license, sell, rent, lease, loan, pledge, transfer, assign or otherwise make available any Dimension Data Equipment to any third party.
6. **Risk of Loss/Damage.**

6.1 Client will be solely responsible for maintaining the Dimension Data Equipment in good repair, condition, and working order (reasonable wear and tear excepted) and protecting the Dimension Data Equipment from destruction, damage and loss. Client bears the entire risk of destruction, damage or loss to the Dimension Data Equipment, irrespective of any Dimension Data insurance obligations or coverage, from the time the Dimension Data Equipment is delivered to the Data Centre Facility until such Dimension Data Equipment has been removed by Dimension Data from the Data Centre Facility and such removal has been approved by Dimension Data. The Dimension Data Equipment is movable and is installed with the intention that it will remain movable, and under no circumstances will the Dimension Data Equipment accede to any property.

7. **Resources, Fees and Expenses.**

7.1 Except as otherwise expressly provided herein, Client will be responsible for providing any personnel, equipment, tools and other materials and resources necessary to receive the Activation Services, at Client's own cost and expense. All Fees and other charges payable or reimbursable by Client in connection with Dimension Data's performance of the Activation Services, and the terms and conditions governing the payment of such Fees and charges, will be as set forth in the applicable On-Site Private MCP Order.

8. **Client Cooperation; Delays.**

Client Cooperation.

8.1 In order to enable Dimension Data and those Dimension Data personnel and contractors whose names have been provide to Client (the "Dimension Data Authorised Personnel") to install the Dimension Data Equipment at the Data Centre Facility, implement the On-Site Private MCP and otherwise provide the Activation Services, Client will, at its cost and expense:

(a) provide ongoing and prompt assistance, input, support and full cooperation with Dimension Data and the Dimension Data Authorised Personnel; and

(b) make available to Dimension Data and the Dimension Data Authorized Personnel any Client information, equipment and materials, and sufficiently qualified and authorised Client personnel with appropriate logical and physical access rights and permissions (e.g., authorisation to enter and access the Data Centre Facility), as are required or reasonably requested by Dimension Data in connection with performing the Activation Services.

Delays.

8.2 If any act or omission of Client or its personnel (including Client's failure to perform the foregoing obligations) causes or contributes to a delay or failure in Dimension Data's performance of any Activation Services, then Dimension Data will not be liable for such delay or failure, and will have the right to charge Client an additional fee as determined by Dimension Data in its reasonable discretion for any such delay or failure that caused Dimension Data to incur additional costs or expenses or to materially increase the level of effort associated with the installation of the Dimension Data Equipment or the performance of other Activation Services.
9. Access on Expiration or Termination.

9.1 Without limiting the Terms, upon any expiration or termination of this Agreement in its entirety or any applicable On-Site Private MCP Order, on reasonable notice from Dimension Data (which may be given electronically or telephonically), Client will provide Dimension Data and the Dimension Data Authorised Personnel with access to the Data Centre Facility and the Dimension Data Equipment, and Client’s full cooperation, as necessary to enable the de-installation, dismantling, packing, collection and removal of any or all Dimension Data Equipment, and the transportation of the Dimension Data Equipment to the location(s) designated by Dimension Data. The foregoing will include access to any loading docks or other shipping facilities located at the Data Centre Facility. The Dimension Data Equipment may only be de-installed, dismantled, packed and collected, and removed or transported from the Data Centre Facility by Dimension Data, its designees and the Dimension Data Authorised Personnel, and Client may only participate in such activities with, and will not attempt (or permit any third party to attempt) to conduct such activities without, Dimension Data’s prior written consent. All Dimension Data Equipment will be made available or returned to Dimension Data Equipment in the same condition as it was provided, reasonable wear and tear excepted.

10. Insurance.

10.1 As between the parties, Dimension Data will be responsible for insuring the Dimension Data Equipment against all risks for not less than the full replacement cost of such Dimension Data Equipment. Client will permit Dimension Data’s insurers and their personnel whose names have been provided to Client to access the Data Centre Facility at all times to conduct inspections in connection with Dimension Data’s insurance policies and obligations. To the extent that any such inspection reveals any failure of the Data Centre Facility to comply with any Dimension Data insurer’s requirements or any other requirements set forth in this Agreement (including the Minimum Requirements), Client will, at its sole cost and expense, immediately correct such failure and provide Dimension Data and, if requested by Dimension Data, Dimension Data’s insurers with documentary evidence thereof.

11. Liability.

11.1 Client will be solely responsible and liable for (and Dimension Data will not be responsible or liable for), and will reimburse Dimension Data upon request for, all damages, charges, costs, expenses, judgments, settlement amounts and liabilities (including costs of equipment replacement and repair, and increases in Dimension Data or third party insurance premiums and other charges) arising from or related to any of the following and irrespective of the amount of any existing Dimension Data insurance coverage:

(a) any removal, destruction, damage, loss or theft of or to any Dimension Data Equipment;
(b) Client’s failure or delay in providing Dimension Data and its designees with access to the Dimension Data Equipment or Data Centre Facility or any consents or permissions required hereunder;
(c) any Data Centre Facility Event;
(d) any failure of the Data Centre Facility to comply with the Minimum Requirements; or
(e) Dimension Data’s failure, as a result of Client’s acts or omissions, to comply with its insurance policies or any other requirements of Dimension Data’s insurers.