Qu Data Centres™

PRODUCT TERMS: SMART HANDS & EYES

*Qu Data Centres Limited Partnership, acting by its general partner Qu Data Centres GP Ltd. (the "**Company**" or "**Qu**")*

1. Product Terms.

When Smart Hands and Eyes services are set forth in a Service Order or requested by the Customer, these Product Terms form part of the Agreement (as this term is defined in the MSA). Unless otherwise expressly defined in these Product Terms, capitalized terms have the meanings given to them elsewhere in the Agreement.

2. Services.

Company shall provide the Smart Hands & Eyes service (the "**Services**") to Customer in accordance with the Agreement, these Product Terms and the applicable Service Order (if any). The Services consist of remote, on-site technical assistance performed by Company personnel or its contractors at a Data Centre as set forth in an applicable Service Order or at Customer's request and subject to Company's acceptance of such request. The Services may include specified physical checks or routine tasks relating to Customer's equipment, as expressly described in the applicable Service Order or Customer's request.

(a) The Services are an ancillary, task-based support service and do not constitute managed services, system administration, network administration, cybersecurity monitoring, incident response, equipment maintenance obligations, or a commitment to diagnose or resolve a fault, unless expressly stated in the applicable Service Order.

(b) Company may determine the personnel, tools, methods, work sequence and reasonable operational procedures used to perform the Services, subject to the agreed task instructions and applicable site safety and security requirements.

(c) Company may use subcontractors and third-party service providers to perform any part of the Services. Company remains responsible for its obligations under the Agreement, subject to the limitations and exclusions set out therein.

3. Service Requests and Authorization.

Customer shall submit requests through the service desk, ticketing system or other channel designated by Company. Each request must be submitted by an authorized contact and must contain sufficient information for Company to assess and safely perform the requested task.

(a) A request must, as applicable, identify the affected Data Centre, room, cage, cabinet, rack, equipment and port; provide a clear, complete and sequenced description of the task; specify any required date or completion window; identify dependencies and relevant safety considerations; and provide diagrams, cable schedules, labels, configuration details or other instructions reasonably required by Company.

(b) Company may seek clarification, request additional information, require live telephone or remote supervision by Customer, or decline, defer, suspend or stop a request where instructions are incomplete, ambiguous, technically impracticable, inconsistent, unsafe, unauthorized or likely to affect other customers, the Data Centre, the Services or the security or integrity of any system.

(c) Company may rely on requests and instructions received from Customer's authorized contacts and is not required to independently verify the accuracy, completeness or suitability of those instructions. Customer is responsible for maintaining an up-to-date list of authorized contacts and promptly notifying Company of any change.

(d) A request is not accepted until Company confirms acceptance through its designated process. Any estimated response time, attendance time or completion time is an estimate only unless agreed to by the Parties in writing.

4. Scope of Permitted Tasks.

The Services may include the following categories of task, where supported at the applicable Data Centre:

(a) Visual inspection and reporting: observing and reporting visible status indicators, alarms, equipment displays, physical conditions and other observable matters, without warranting the accuracy or completeness of a diagnosis.

(b) Power cycling: operating an accessible power button, switch or other expressly identified control to power equipment on or off, strictly in accordance with Customer's written instructions.

(c) Cabling and labelling: connecting or securing identified cables, performing basic cable organization, and applying or replacing labels based on Customer-provided cabling schemes and instructions.

(d) Equipment handling: receiving, unpacking, moving within an approved work area, mounting, installing, removing or replacing equipment or hot-swappable components where the task is within the agreed scope, the equipment is suitable for the task, and all required tools, instructions and approvals have been provided.

(e) Diagnostics and basic commands: performing specifically identified diagnostic tests or entering basic commands only where expressly agreed and where Company has the necessary access, tools and instructions.

(f) Media handling: handling, inserting, removing, labelling or packaging Customer-provided tapes or other removable media, including tape rotation, only where expressly agreed in the Service Order or accepted request.

(g) Escorted access: escorting authorized Customer representatives or other approved persons within permitted areas, subject to site access rules and security procedures.

5. Excluded and Restricted Tasks.
Unless expressly agreed in writing and signed by the Parties' authorized representative, the Services do not include:

(a) designing, configuring, programming, patching, upgrading, repairing, maintaining or administering Customer equipment, software, operating systems, applications, networks or security controls;

(b) making discretionary technical decisions, changing production configurations, modifying firmware or software, altering routing or security policies, or performing tasks that require professional engineering judgment or specialized certification;

(c) handling hazardous materials, working on energized electrical components, performing electrical work beyond ordinary operation of accessible user controls, working at heights, accessing roofs, lifting or moving items beyond safe manual-handling limits, or using specialized lifting equipment;

(d) performing tasks that may interrupt or degrade services to Customer or any third party, cause data loss, compromise security, affect shared infrastructure or create a material risk to persons or property, unless Company has expressly approved the task in writing and the required safeguards are in place;

(e) providing 24x7 monitoring, emergency response, guaranteed fault resolution, root-cause analysis, backup validation, data recovery, or verification that Customer's systems are functioning correctly after a task; or

(f) any task that Company reasonably considers outside its operational capability, inconsistent with applicable law, site rules or manufacturer instructions, or unsuitable for performance by Company personnel.

6. Customer Responsibilities.
Customer is responsible for the safe and proper operation of its Equipment and for all decisions concerning its systems, data, applications and configurations. Without limiting its other obligations under the Agreement, Customer shall:

(a) ensure that it has all rights, approvals, licences and authority necessary for Company to access and perform the requested tasks on Customer's equipment and systems;

(b) provide accurate, complete and current instructions, diagrams, labels, passwords, access credentials, technical information, safety information and other materials reasonably required for the task, using a secure method approved by Company where credentials are involved;

(c) maintain current, tested backups and recovery procedures for all affected systems and data before requesting any task that may affect Equipment, connectivity, configuration or data, and determine whether the task may safely proceed;

(d) identify dependencies, critical systems, change windows, required approvals and the potential impact of the task, and provide a knowledgeable technical contact who is available for consultation, validation and testing when reasonably requested by Company;

(e) ensure that Customer's Equipment is properly installed, supported, labelled, powered and maintained, and that all required parts, media, tools, consumables, mounting kits and manufacturer instructions are available at the relevant Data Centre;

(f) ensure that its instructions do not require Company to breach any law, third-party right, manufacturer requirement, security policy or site rule; and

(g) promptly review task completion notices and advise Company of any apparent discrepancy. Customer remains responsible for testing, validating and accepting the operation of its equipment and systems after completion.

7. Performance of Services.
Company shall perform accepted requests using commercially reasonable efforts and in accordance with its then-current operational, security and safety procedures. Customer acknowledges that task performance may depend on access availability, personnel availability, site conditions, equipment condition, third-party actions and other circumstances beyond Company's reasonable control.

(a) Company may prioritize requests based on urgency, safety, operational impact, resource availability and the interests of the Data Centre and its customers. Expedited or out-of-hours service, if available, may be subject to additional Fees and is not guaranteed unless expressly agreed to in writing by the Parties.

(b) Company may suspend or stop work if it identifies an actual or potential risk to health or safety, the Data Centre, other customers, equipment, data, security or service continuity, or if Customer's instructions cannot be followed safely or reliably. Company will notify Customer as soon as reasonably practicable in the circumstances.

(c) Company may record the request, instructions received, work performed, observations, time spent and any issue encountered in its ticketing system. Such records are operational records and do not constitute a certification, audit, engineering report or warranty regarding Customer's equipment.

8. No Access to or Control of Customer Data.
The Services are not intended to require Company to access, use, process or review Customer Data. Customer shall configure and prepare its Equipment so that the requested task can be performed without access to Customer Data.

9. Risk of Change, Interruption and Data Loss.
Customer acknowledges that physical interaction with Equipment, including power cycling, cabling, component replacement and media handling, may cause interruption, loss of connectivity, equipment malfunction, configuration changes, data corruption or data loss, including where Company follows Customer's instructions. Customer assumes responsibility for determining whether a requested task is appropriate and for maintaining backups and recovery capability. Company does not warrant that any task will resolve a fault or produce a particular outcome.

(a) Company shall not be liable for interruption, loss or damage to the extent caused by inaccurate or incomplete Customer instructions, Customer equipment or software, a pre-existing condition, a third-party system or service, or Customer's failure to maintain backups, follow manufacturer requirements or perform post-task testing, subject always to the terms and limitations of the Agreement.

(b) Company will not intentionally alter equipment or cabling beyond the accepted task instructions, but is not responsible for identifying hidden defects, undocumented dependencies, latent conditions or consequences that could not reasonably be identified in performing the agreed task.

10. Access, Security and Site Rules.
Services are subject to Company's access control, visitor management, security, health and safety, equipment handling and other applicable Data Centre rules, as amended from time to time. Company will require identity verification, advance scheduling, escort, authorization or additional security checks before performing a task. Company may deny or revoke access, or suspend a task, where required for security, safety, legal or operational reasons.

(a) Customer shall not request or permit any person to bypass physical or logical security controls, access restricted areas without authorization, connect unauthorized equipment, or interfere with Company systems or other customers' equipment.

(b) Customer shall promptly notify Company of any suspected security incident, loss of media, unauthorized access or other security concern relating to a request for the Services or the Company's performance thereof.

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11. Equipment and Materials.
Customer retains responsibility for the ownership, condition, compatibility, suitability and supportability of Customer Equipment and materials. Company does not assume custody of Customer Equipment except to the limited extent reasonably necessary to perform an accepted task. Customer shall ensure that shipped Equipment and media are correctly addressed, packaged, labelled and accompanied by any required documentation. The Customer shall notify the Company at least 48 hours in advance of any such shipment by way of the Company's ticketing system.

(a) Company may refuse to receive, store, move, install or handle Equipment or materials that are damaged, inadequately packaged, unsafe, unidentified, prohibited by law or site policy, or likely to damage facilities or other equipment.

(b) Unless expressly agreed in writing, Company has no obligation to store Equipment or media beyond the period reasonably necessary to perform the accepted task. Any storage, shipping, courier, disposal or special handling services may be charged separately.

12. Media and Tape Rotation.
Where media handling is included in the Services, Customer shall establish and provide written media rotation, identification, chain-of-custody, pickup and delivery instructions. Customer is responsible for ensuring that media is compatible with its systems, appropriately labelled, encrypted where appropriate, and free of hazardous or prohibited content.

(a) Company may record media identifiers and the handling steps performed, but does not verify the contents, readability, completeness, encryption, successful backup, retention status or recoverability of any media or data.

(b) Customer is responsible for arranging and paying for off-site transportation, courier services and pickup unless the applicable Service Order expressly provides otherwise. Company is not responsible for loss or delay caused by a carrier or other third party, except to the extent expressly provided in the Agreement.

13. Fees and Billing.
Customer shall pay the Fees specified in the applicable Service Order or otherwise notified by Company and accepted by Customer in accordance with the Agreement. Unless expressly stated otherwise, Services are charged on a time-and-materials basis, subject to any minimum charge, billing increment, after-hours rate, weekend rate, holiday rate, expedited rate, travel charge, materials charge or other applicable charge disclosed in the Service Order, Service Documentation or agreed to in writing by the Parties (emails permitted).

(a) Billable time may include reasonable time spent preparing for, travelling within the Data Centre, performing, documenting and closing a request, as described in the applicable pricing terms. If a request is delayed, cancelled or cannot be completed due to Customer, Customer's equipment, missing instructions, lack of access or other circumstances not caused by Company, applicable minimum charges and time incurred remain payable.

(b) Company may require Customer's written approval before performing work that is expected to exceed an estimate or approved time allowance. If Company cannot obtain timely approval, it may pause the task and charge for work already performed.

14. Service Levels and Service Credits.
No response time, resolution time, availability commitment or service credit applies to the Services unless otherwise agreed to in writing by the Parties (emails permitted). Estimates or target times provided in a ticket or by personnel do not constitute a service level or a standard of Services.

15. No Additional Warranty.
Except as expressly set out in the Agreement, the Services are provided on an "as available" and task-specific basis. To the maximum extent permitted by applicable law, Company disclaims all other representations, conditions and warranties, whether express, implied, statutory or otherwise, including any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, error-free performance or that the Services will identify, prevent or correct any Equipment fault.

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16. Limitation of Responsibility.
The Services are subject to the exclusions, limitations of liability, disclaimers, indemnities and exclusive remedies set out in the MSA. These Product Terms do not expand Company's liability or create any separate or additional remedy in connection with the Services.

17. Suspension and Refusal of Requests.
Company may refuse, suspend or discontinue a request or the Services to the extent reasonably necessary to protect health or safety, comply with law, enforce site rules, protect the Data Centre or any customer, prevent unauthorized activity, address a security concern, or where Customer is in breach of the Agreement. Where practicable, Company will provide notice and an opportunity to address the issue, but may act immediately where circumstances require.

18. Records and Completion.
Following performance of a task, Company may update the relevant ticket with a summary of the work performed, time incurred, observations and any issue encountered, and may notify Customer that the request is complete. Customer shall promptly review the completion notice and perform all required system testing and validation. A request will be considered complete when Company has performed the accepted task or has documented why it could not reasonably be completed, without prejudice to the Parties' rights under the Agreement.

19. Order of Precedence.
In the event of a conflict or inconsistency, the order of precedence set out in the MSA applies. Any deviation from these Product Terms must be expressly identified in a Service Order or written amendment executed by authorized representatives of both Parties. A Customer purchase order, ticket, work instruction or other unilateral document does not amend the Agreement.

20. Continuing Effect.
These Product Terms apply for so long as the Services are provided under the applicable Service Order and survive to the extent necessary to give effect to provisions which by their nature are intended to survive, including provisions relating to Fees, Customer responsibilities, risk allocation, limitations of liability, confidentiality and records.

Minimum Service Request Information

The Customer should include the following information in each request, to the extent applicable. The Company may request additional information before accepting or performing a task.

Item	Information to Provide
Authorization	Name and contact details of authorized requester; customer account; approval or change ticket reference.
Location and equipment	Data Centre, room/cage, cabinet/rack, equipment make/model, asset identifier, port or component.
Task instructions	Specific steps, desired outcome, sequence, diagrams, cable map, labels and any restrictions.
Timing and priority	Requested work window, deadline, business-hours or after-hours requirement, and reason for urgency.
Risk and dependencies	Expected impact, affected services, dependencies, required maintenance window, safety concerns and rollback plan.
Customer support	Technical contact available for questions, live validation and post-task testing.
Backup and recovery	Confirmation that Customer has assessed the task risk and completed or verified appropriate backups and recovery preparations.
Materials and access	Required parts, tools, media, credentials via approved secure channel, shipping details and access approvals.