



GERONIMO LAW

MATERIAL AGREEMENT
TEMPLATE

DATA CENTER SERVICES AGREEMENT

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About This Template

This data center services agreement template (colocation and hosting) was prepared by **Geronimo Law**, a Legal 500-recognized leading Philippine law firm advising on data center, colocation, cloud infrastructure, technology, and commercial transactions. Geronimo Law regularly advises on colocation agreements, hosting and managed-services contracts, infrastructure transactions, and related regulatory advice.

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Contact Geronimo Law

For colocation, hosting, and data center agreements, or to engage a data center law firm in the Philippines, contact Geronimo Law:

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DATA CENTER SERVICES AGREEMENT

(Colocation and Hosting Services)

THIS DATA CENTER SERVICES AGREEMENT (this “Agreement”) is made and entered into effective as of [EFFECTIVE DATE] (the “Effective Date”), by and between the parties identified below.

PARTIES:

Provider:	[PROVIDER LEGAL NAME], a [JURISDICTION OF ORGANIZATION] [ENTITY TYPE], with its principal office at [PROVIDER ADDRESS] (the “Provider”)
Customer:	[CUSTOMER LEGAL NAME], a [JURISDICTION OF ORGANIZATION] [ENTITY TYPE], with its principal office at [CUSTOMER ADDRESS] (the “Customer”)

The Provider and the Customer are each a “Party” and together the “Parties.” In consideration of the mutual covenants set out below, the Parties agree as follows:

1. DATA CENTER SERVICES

Subject to the terms and conditions of this Agreement, during the term of this Agreement the Provider will provide to the Customer the services described in the order form(s) accepted by the Provider (each, an “Order Form”), or substantially similar services that would provide the Customer with substantially similar benefits (the “Services”). Each Order Form accepted by the Provider is incorporated into this Agreement by reference as of its submission date.

INTERNAL NOTE: *Order Form (see Schedule 1). The Provider should maintain a standard-form Order Form that captures the specific Services, locations, installation date, term and fees for each engagement, executed by both Parties before installation.*

2. FEES AND BILLING

2.1 Fees. The Customer will pay all fees due in accordance with the applicable Order Form(s).

2.2 Billing Commencement. Billing for the Services, other than setup fees, will commence on the earlier of: (i) the installation date indicated in the initial Order Form, regardless of whether the Customer has begun using the Services, unless the Customer is unable to install its equipment or use the Services by that date due to the fault of the Provider, in which case billing will begin once the Provider has remedied such fault; and (ii) the date the Customer’s equipment is placed in the area made available to the Customer and is operational. All setup fees will be billed upon the Provider’s receipt of a Customer-signed Order Form. Billing for any additional Services will commence on the date the Provider first provides such additional Services or as otherwise agreed by the Parties.

2.3 Billing and Payment Terms. The Customer will be billed [BILLING FREQUENCY] in advance of the provision of the Services, and payment will be due within [PAYMENT DUE PERIOD] of the date of each invoice. All payments will be made in [CURRENCY]. Late payments will accrue interest at the rate of [LATE PAYMENT INTEREST RATE] per month, or the highest rate permitted by applicable law, whichever is lower. If the Provider reasonably determines that the Customer is not creditworthy or is otherwise not financially secure, the Provider may, upon written notice, modify the payment terms to require payment in advance or other assurances to secure the Customer’s payment obligations.

2.4 Taxes. All amounts payable under this Agreement are exclusive of all sales, value-added, use, excise, withholding and other taxes, duties and levies now in force or enacted in the future, all of which the Customer will be responsible for and will pay in full, except for taxes based on the Provider's net income.

3. CUSTOMER'S OBLIGATIONS

3.1 Compliance with Law and Rules. The Customer will comply at all times with all applicable laws and regulations and with the Provider's general rules and regulations relating to the Services, as updated from time to time (the "Rules and Regulations"). The Customer acknowledges that the Provider exercises no control over the content of information passing through its facilities, and that the Customer is solely responsible for ensuring that the information it transmits and receives complies with all applicable laws and regulations.

INTERNAL NOTE: *Rules and Regulations (see Schedule 4). The Provider should have a current, written Rules and Regulations document (covering site access, security protocols, acceptable use, scheduled-maintenance windows and safety requirements) that is provided to the Customer and version-controlled, since the Customer's compliance obligations and several warranties are tied to it.*

3.2 Customer Costs. The Customer will be solely responsible for, and at the Provider's request will reimburse the Provider for, all costs and expenses (other than those included as part of the Services, and except as otherwise expressly provided herein) incurred in connection with this Agreement.

3.3 Access and Security. The Customer will be fully responsible for any charges, costs, expenses and third-party claims resulting from its use of, or access to, the facilities or the area made available to it, including any unauthorized use of any access devices provided by the Provider. Except with the prior written consent of the Provider, the Customer's access will be limited to the individuals it has identified and authorized in accordance with this Agreement (the "Representatives").

INTERNAL NOTE: *Authorized Representatives and Access Registration Form (see Schedule 5). The Provider should maintain a registration form listing each authorized Representative and the access devices issued, kept current as personnel change, to support the access-control and liability provisions of this Section.*

3.4 No Competitive Services. The Customer may not permit the Services to be used to provide any services that compete with the Provider's services without the Provider's prior written consent.

3.5 Insurance. The Customer will maintain in full force during the term of this Agreement: (i) comprehensive general liability insurance of not less than **[GENERAL LIABILITY COVERAGE AMOUNT]** per occurrence for bodily injury and property damage; (ii) employer's liability insurance of not less than **[EMPLOYER'S LIABILITY COVERAGE AMOUNT]** per occurrence; and (iii) workers' compensation insurance in the amount required by applicable law. Prior to installing any equipment, the Customer will furnish the Provider with certificates of insurance evidencing such coverage and will cause its insurer(s) to name the Provider as an additional insured.

INTERNAL NOTE: *Certificates of Insurance and additional-insured endorsements. The Provider should collect and retain the Customer's certificates of insurance (and the endorsement naming the Provider as additional insured) before any equipment is installed, and diary their renewal dates so coverage does not lapse during the term.*

4. CONFIDENTIAL INFORMATION

4.1 Confidential Information. Each Party acknowledges that it will have access to certain confidential information of the other Party concerning that Party's business, plans, customers, technology and products, including the terms of this Agreement ("Confidential Information"). Each Party agrees that it will not use or disclose the other Party's Confidential Information except as expressly permitted by this Agreement (or as required by law or to that Party's professional advisers as reasonably necessary), and will take reasonable precautions to protect its confidentiality.

4.2 Exceptions. Information will not be Confidential Information if it: (i) is known to the receiving Party prior to receipt from a source other than one under an obligation of confidentiality; (ii) becomes known to the receiving Party from such a source independently of disclosure by the disclosing Party; (iii) becomes publicly known other than through breach of this Agreement; or (iv) is independently developed by the receiving Party.

5. REPRESENTATIONS AND WARRANTIES

5.1 Warranties by Customer. The Customer represents and warrants that: (a) it owns or has the legal right and authority to place and use its equipment as contemplated by this Agreement, and that such placement and use complies with the manufacturer's specifications; (b) its services, products, data and equipment, and its and its users' use of the Services (collectively, the "Customer's Business"), do not and will not operate in any manner that violates applicable law; and (c) it has read the Rules and Regulations and is, and will remain, in full compliance with them. In the event of any breach or reasonably anticipated breach of these warranties, the Provider may, in addition to any other remedy, suspend the related Services to the extent reasonably necessary to prevent harm to the Provider or its business.

5.2 Service Level Warranty. Where the Customer experiences a failure of the Services that the Provider reasonably determines was caused by the Provider's failure to provide the Services for reasons within its reasonable control (and not as a result of any act or omission of the Customer or any third party, including equipment), the Provider will credit the Customer's account as set out below. The applicable thresholds, credit amounts and caps are: downtime threshold [DOWNTIME THRESHOLD]; service credit [SERVICE CREDIT AMOUNT]; and maximum aggregate credit per [CREDIT PERIOD] of [MAXIMUM CREDIT]. To receive a credit, the Customer must request it within [CREDIT REQUEST PERIOD] of becoming eligible; failure to do so forfeits the credit. Credits arising from the same event are not cumulative, and the Customer is entitled only to the maximum single credit available for that event. If the Customer would be entitled to credits for [CHRONIC PROBLEM THRESHOLD] or more qualifying events in a single [CREDIT PERIOD], the Customer may terminate this Agreement for cause without penalty on written notice given within [TERMINATION NOTICE WINDOW]. This Section states the Customer's sole and exclusive remedy for any failure by the Provider to provide the Services.

5.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY SET OUT ABOVE, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND THE CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. THE PROVIDER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. THE PROVIDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM ITS FACILITIES AND OTHER PORTIONS OF ANY NETWORK CONTROLLED BY THIRD PARTIES, AND DISCLAIMS ALL LIABILITY RESULTING FROM OR RELATED TO THE ACTS OR OMISSIONS OF SUCH THIRD PARTIES.

6. LIMITATION OF LIABILITY

6.1 *Personal Injury.* Each Representative and any other person visiting the Provider's facilities does so at its own risk, and the Provider assumes no liability for any harm to such persons except harm resulting from the Provider's gross negligence or willful misconduct resulting in personal injury during such a visit.

6.2 *Damage to Customer Equipment or Business.* The Provider assumes no liability for any damage to, or loss relating to, the Customer's Business from any cause. The Provider assumes no liability for any damage to or loss of Customer equipment from any cause other than the Provider's gross negligence or willful misconduct. To the extent the Provider is liable for any damage to or loss of Customer equipment, such liability will be limited to the then-current value of that equipment.

6.3 *Exclusion of Indirect Damages.* EXCEPT AS SET OUT IN SECTIONS 6.1 AND 6.2, IN NO EVENT WILL THE PROVIDER BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY OR SERVICES, LOSS OF DATA, OR ANY INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

6.4 *Maximum Liability.* NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PROVIDER'S MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO [LIABILITY CAP].

6.5 *Basis of the Bargain.* The Customer acknowledges that the Provider has set its prices and entered into this Agreement in reliance on the limitations of liability and disclaimers set out herein, which form an essential basis of the bargain. These limitations and exclusions will survive and apply even if found to have failed of their essential purpose.

7. INDEMNIFICATION

7.1 *Provider Indemnification.* The Provider will indemnify, defend and hold the Customer harmless from any costs, liabilities, losses and expenses (including reasonable legal fees) ("Losses") resulting from any third-party claim, suit, action or proceeding (each, an "Action") alleging: (i) infringement of any third-party intellectual property right resulting from the provision of the Services (but excluding infringement contributed to by the Customer's Business or equipment); and (ii) personal injury to the Customer's Representatives caused by the Provider's gross negligence or willful misconduct.

7.2 *Customer Indemnification.* The Customer will indemnify, defend and hold the Provider, its affiliates and customers harmless from any Losses resulting from any Action alleging, with respect to the Customer's Business: (i) infringement or misappropriation of any intellectual property right; (ii) defamation, violation of privacy or publicity rights, or unlawful content; or (iii) any other unlawful, harassing or offensive conduct or violation of the Rules and Regulations; as well as any damage to the facilities or to the equipment of the Provider or any other customer caused by the Customer or its Representatives.

7.3 *Notice.* Each Party will promptly notify the other in writing of any Action of which it becomes aware, and will give the other an opportunity to participate in the defense.

8. TERM AND TERMINATION

8.1 *Term.* This Agreement will be effective for an initial period of [INITIAL TERM] from the installation date, unless earlier terminated in accordance with this Section. The Agreement will automatically renew for successive periods of [RENEWAL TERM] each, unless either Party gives notice of non-renewal in accordance with this Section.

8.2 Termination for Convenience. Either Party may terminate this Agreement for convenience at any time after the [CONVENIENCE TERMINATION DATE] by providing [CONVENIENCE NOTICE PERIOD] prior written notice to the other Party.

8.3 Termination for Cause. Either Party may terminate this Agreement if the other Party: (i) breaches any material term and fails to cure the breach within [CURE PERIOD] after written notice, except that a failure to pay fees must be cured within [PAYMENT CURE PERIOD] after written notice; (ii) becomes the subject of a voluntary petition in bankruptcy or any voluntary insolvency proceeding; or (iii) becomes the subject of an involuntary insolvency proceeding that is not dismissed within [INVOLUNTARY DISMISSAL PERIOD] of filing.

8.4 Effect of Termination. Upon expiration or termination: (a) the Provider will cease providing the Services; (b) all payment obligations of the Customer will become immediately due; (c) within [RETURN PERIOD] each Party will return all Confidential Information of the other in its possession, except as required by applicable record-keeping requirements; and (d) the Customer will remove all of its equipment and property within [EQUIPMENT REMOVAL PERIOD] and return the area to the Provider in the same condition as at the installation date, normal wear and tear excepted. If the Customer fails to remove its property within that period, the Provider may move it to secure storage at the Customer's expense and/or liquidate it in a commercially reasonable manner.

8.5 Survival. Sections 2, 3, 4, 5, 6, 7, 8 and 9 will survive any expiration or termination of this Agreement.

9. MISCELLANEOUS

9.1 Force Majeure. Except for payment obligations, neither Party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including act of war, act of God, earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act or network failure, provided the affected Party gives prompt notice and uses reasonable commercial efforts to correct the failure or delay.

9.2 No Lease. This Agreement is a services agreement and does not constitute a lease of any real or personal property. The Customer is granted only a license to occupy the area made available to it and to use the facilities and any equipment provided in accordance with this Agreement, and has no real-property interest or rights as a tenant under any landlord-and-tenant laws.

9.3 Marketing. The Provider may refer to the Customer by trade name and trademark and may briefly describe the Customer's Business in the Provider's marketing materials and website. The Customer grants the Provider a license to use its trade names and trademarks solely in connection with the rights granted under this Section.

9.4 Non-Solicitation. During the term of this Agreement and for [NON-SOLICITATION PERIOD] after its termination or expiration, the Customer will not, and will ensure that its affiliates do not, directly or indirectly solicit for employment any person employed by the Provider during such period.

9.5 Governing Law and Dispute Resolution. This Agreement will be governed by and construed in accordance with the laws of [GOVERNING LAW JURISDICTION], excluding its conflict-of-laws rules. Any dispute relating to this Agreement (other than claims for preliminary injunctive relief) will be resolved by binding arbitration conducted in [ARBITRATION VENUE] under the rules of [ARBITRATION BODY OR RULES] before a single arbitrator. If any provision of this Agreement is held unenforceable, the remaining provisions will remain in full force and effect. No waiver of any breach will constitute a waiver of any subsequent breach.

9.6 Assignment and Notices. The Customer may not assign its rights or delegate its duties under this Agreement without the Provider's prior written consent, except that the Customer may assign this Agreement in whole as part of a corporate reorganization, merger or sale of substantially all of its assets. The Provider may assign this Agreement in whole or in part. This Agreement binds and benefits the Parties' successors and permitted assigns. Notices must be in writing and delivered by hand, overnight courier, confirmed facsimile or registered or certified mail to the address of the receiving Party on the signature page (or such other address as may be notified), and are deemed given upon the earlier of delivery or dispatch.

9.7 Relationship of the Parties. The Parties are independent contractors, and this Agreement does not establish any partnership, joint venture, employment, franchise or agency relationship. Neither Party has the power to bind the other without the other's prior written consent, except as expressly provided herein.

9.8 Entire Agreement. This Agreement, including all documents incorporated by reference, constitutes the complete and exclusive agreement between the Parties with respect to its subject matter, and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

PROVIDER:

CUSTOMER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

INTERNAL NOTE: Bracketed items denote commercial terms to be agreed by the Parties. The Schedules, Exhibit and Annexes that follow are incorporated into this Agreement by reference and should be completed and attached before execution. Internal notes flag the supporting documents the Provider should have in place. This template is a starting point for negotiation and should be reviewed against the governing law and the specific commercial arrangement before execution.

SCHEDULES, EXHIBIT AND ANNEXES
Index of Attachments

The following Schedules, Exhibit and Annexes are attached to and form part of this Agreement and are incorporated by reference:

Reference	Title
Schedule 1	Order Form (Form of)
Schedule 2	Description of Services and Service Levels
Schedule 3	Fees and Payment Schedule
Schedule 4	Rules and Regulations
Schedule 5	Authorized Representatives and Access Registration Form
Exhibit A	Customer Equipment List
Annex 1	Form of Confidentiality Undertaking (Visitors and Contractors)
Annex 2	Service Credit Request Form
Annex 3	Change Order Form

**SCHEDULE 1
Order Form (Form of)**

INTERNAL NOTE: *This is the form of Order Form referenced in Section 1. The Provider should issue one executed Order Form per engagement (or per addition of Services) and retain it with the Agreement.*

This Order Form is issued under, and incorporates by reference, the Data Center Services Agreement between the Provider and the Customer dated [EFFECTIVE DATE] (the “Agreement”). Capitalized terms used but not defined here have the meanings given in the Agreement.

Order Form Number	[ORDER FORM NUMBER]
Submission Date	[SUBMISSION DATE]
Customer	[CUSTOMER LEGAL NAME]
Billing Contact / Address	[BILLING CONTACT AND ADDRESS]
Facility / Location	[DATA CENTER FACILITY AND LOCATION]
Customer Area	[DESCRIPTION OF CUSTOMER AREA / RACK / CAGE]
Installation Date	[INSTALLATION DATE]
Initial Term	[INITIAL TERM]
Setup Fees	[SETUP FEES]
Recurring Fees	[RECURRING FEES AND FREQUENCY]
Bandwidth / Power Allocation	[BANDWIDTH AND POWER ALLOCATION]
Special Terms (if any)	[SPECIAL TERMS]

Accepted and agreed by the Parties as of the Submission Date:

PROVIDER:

CUSTOMER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 2
Description of Services and Service Levels

This Schedule describes the Services and the service levels referenced in Sections 1 and 5.2 of the Agreement.

Part A — Description of Services

Colocation / Space	[DESCRIPTION OF SPACE PROVIDED]
Power	[POWER SPECIFICATION AND REDUNDANCY]
Cooling / Environment	[COOLING AND ENVIRONMENTAL SPECIFICATION]
Network / Connectivity	[NETWORK AND CONNECTIVITY SPECIFICATION]
Physical Security	[PHYSICAL SECURITY MEASURES]
Support / Remote Hands	[SUPPORT AND REMOTE-HANDS SCOPE]
Excluded Services	[SERVICES EXPRESSLY EXCLUDED]

Part B — Service Levels and Credits

The thresholds and credits below populate the placeholders in Section 5.2 of the Agreement.

Metric	Target / Threshold	Service Credit
Availability / Uptime	[UPTIME TARGET]	[SERVICE CREDIT AMOUNT]
Downtime Threshold	[DOWNTIME THRESHOLD]	[SERVICE CREDIT AMOUNT]
Power Availability	[POWER AVAILABILITY TARGET]	[SERVICE CREDIT AMOUNT]
Maximum Credit per Period	[CREDIT PERIOD]	[MAXIMUM CREDIT]
Chronic-Problem Threshold	[CHRONIC PROBLEM THRESHOLD]	Termination right

SCHEDULE 3
Fees and Payment Schedule

This Schedule sets out the fees referenced in Section 2 of the Agreement.

Fee Item	Amount	Frequency / Notes
One-time setup fee	[SETUP FEE]	On signature of Order Form
Recurring colocation fee	[RECURRING FEE]	[BILLING FREQUENCY] in advance
Power / metered usage	[POWER FEE]	[POWER BILLING BASIS]
Bandwidth / data transfer	[BANDWIDTH FEE]	[BANDWIDTH BILLING BASIS]
Remote-hands / support	[SUPPORT FEE]	[SUPPORT BILLING BASIS]
Late-payment interest	[LATE PAYMENT INTEREST RATE]	Per month on overdue amounts
Currency	[CURRENCY]	
Payment Due Period	[PAYMENT DUE PERIOD]	
Taxes	Exclusive of taxes (Section 2.4)	

SCHEDULE 4

Rules and Regulations

INTERNAL NOTE: *This is the Rules and Regulations document referenced in Sections 3.1 and 5.1. The Provider should maintain it as a current, version-controlled document and provide the operative version to the Customer; the headings below are a starting framework to be completed by the Provider.*

The Customer and its Representatives must observe the following Rules and Regulations, as updated by the Provider from time to time in accordance with the Agreement:

1. Site Access

[SITE ACCESS PROCEDURES, HOURS AND IDENTIFICATION REQUIREMENTS]

2. Security Protocols

[SECURITY SCREENING, ESCORT AND BADGE POLICIES]

3. Acceptable Use

[PERMITTED AND PROHIBITED USES OF THE FACILITY AND NETWORK]

4. Equipment Handling

[RULES ON DELIVERY, INSTALLATION AND REMOVAL OF EQUIPMENT]

5. Scheduled Maintenance

[MAINTENANCE WINDOWS AND NOTIFICATION PROCEDURES]

6. Health and Safety

[SAFETY, FIRE AND EMERGENCY PROCEDURES]

7. Prohibited Items

[ITEMS NOT PERMITTED ON SITE]

SCHEDULE 5
Authorized Representatives and Access Registration Form

INTERNAL NOTE: *This is the registration form referenced in Section 3.3. The Provider should keep this list current as the Customer's personnel and access devices change, and retain superseded versions.*

The following individuals are the Customer's Representatives authorized to access the facility and the Customer Area:

Name	Role	Access Device / ID	Authorized From
[NAME]	[ROLE]	[DEVICE OR ID]	[DATE]
[NAME]	[ROLE]	[DEVICE OR ID]	[DATE]
[NAME]	[ROLE]	[DEVICE OR ID]	[DATE]

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EXHIBIT A
Customer Equipment List

INTERNAL NOTE: *This is the Customer Equipment List referenced in Sections 2.2 and 8.4 (billing commencement and equipment removal). The Provider should keep it current so that the equipment subject to the Agreement, and to any storage or liquidation right on termination, is clearly identified.*

The following Customer Equipment is placed in the Customer Area and is subject to the Agreement:

Item / Description	Manufacturer / Model	Serial No.	Location (Rack / Unit)
[EQUIPMENT DESCRIPTION]	[MAKE AND MODEL]	[SERIAL]	[RACK / U]
[EQUIPMENT DESCRIPTION]	[MAKE AND MODEL]	[SERIAL]	[RACK / U]
[EQUIPMENT DESCRIPTION]	[MAKE AND MODEL]	[SERIAL]	[RACK / U]

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ANNEX 1

Form of Confidentiality Undertaking (Visitors and Contractors)

INTERNAL NOTE: *Supports the confidentiality obligations in Section 4. The Provider should have any non-employee Representative (for example, a contractor) sign this undertaking before granting facility access, and retain the signed copies.*

The undersigned acknowledges that, in connection with access to the facility of **[PROVIDER LEGAL NAME]**, it may be exposed to Confidential Information of the Provider, the Customer and other customers. The undersigned agrees to keep all such information confidential, to use it only for the purpose of the permitted access, and not to disclose it to any third party, on the terms of Section 4 of the Agreement, which are incorporated by reference.

Signed: _____

Name: **[NAME]**

Organization: **[ORGANIZATION]**

Date: **[DATE]**

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ANNEX 2
Service Credit Request Form

INTERNAL NOTE: *Supports the service-credit mechanism in Section 5.2. The Provider should make this form available to the Customer and log each request, since credits must be requested within the period stated in the Agreement.*

The Customer submits this form to request a service credit under Section 5.2 of the Agreement.

Customer	[CUSTOMER LEGAL NAME]
Order Form / Service	[ORDER FORM NUMBER]
Date of Incident	[INCIDENT DATE]
Duration / Nature of Failure	[DESCRIPTION OF FAILURE]
Credit Claimed	[CREDIT CLAIMED]
Date Submitted	[SUBMISSION DATE]

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ANNEX 3
Change Order Form

INTERNAL NOTE: Use to document additions or changes to the Services under Section 2.2. The Provider should record each agreed change on this form so that billing for additional Services and any term changes are auditable.

This Change Order amends the identified Order Form under the Agreement. All other terms remain unchanged.

Change Order Number	[CHANGE ORDER NUMBER]
Related Order Form	[ORDER FORM NUMBER]
Description of Change	[DESCRIPTION OF CHANGE]
Effect on Fees	[FEE CHANGE]
Effective Date of Change	[CHANGE EFFECTIVE DATE]

Agreed by the Parties:

PROVIDER:

CUSTOMER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

