

**HKNET COMPANY LIMITED**  
**(hereinafter referred to as the "Company")**  
**Data Centre Policy (the "Policy")**  
**(formerly "ACCESS TO HKNET DIGITAL BUSINESS DATA CENTRE")**

Only those individuals identified in writing by the Customer on the Customer Authorized Access Form ("Representatives") may enter the Data Centre.

Customer shall deliver prior written notice to the Company of any changes in the Customer Authorized Access Form and the list of Representatives.

Unauthorized persons are not allowed to enter any of the Company's Data Centres. Customer and its Representatives may only enter that portion of the Data Centre made available by the Company to Customer for the placement of Customer's equipment and use of the Data Centre Services (the "Customer Area"), unless otherwise approved and accompanied by an authorized Company's representative.

Customer has full responsibility and liability for all acts or omissions of Representatives, accompanying persons, associated companies and all such acts or omissions will be attributed to Customer for all purposes, including for the purposes of determining whether Customer has breach this Policy. Without limiting the foregoing, each Customer must ensure that Customer's Representatives, accompany persons or associated companies, do not take any actions that Customer is prohibited from taking under this Policy.

**USE OF INTERNET DATA CENTRE FACILITY**

**CONDUCT AT DATA CENTRE**

1. Customer and its Representatives agree to adhere to and abide by all security and safety measures established by the Company. Customer and its Representatives shall not be allowed participating in any of the following:
  - (a) misuse or abuse any Company's property or equipment or third party equipment;
  - (b) make any unauthorized use of or interfere with any property or equipment of any other customer;
  - (c) harass any individual, including the Company personnel and representatives of other customers;
  - (d) engage in any activity that is in violation of the laws or aids or assists any criminal activity while on the Company property or in connection with the Data Centre Services;

- (e) behavior that will infringe the privacy of the Company personnel and other customers; and
- (f) use of any photographic, video, film or such other device that produces, reproduces, retains or transmits images within the premises and the licensed space.

### **PROHIBITED ITEMS**

1. Customer and its Representatives shall keep each Customer Area clean at all times. It is each Customer's responsibility to keep its area clean and free and clear of debris and refuse.
  
2. Customer shall not, except as otherwise agreed to in writing by the Company, (i) place any computer hardware or other equipment in the Customer Area that has not been identified in writing to the Company; (ii) store any other combustible materials of any kind in the Customer Area; and (iii) bring any "Prohibited Materials" (as defined below) into Data Centre. Prohibited Materials shall include, but not limited to, the following and any similar items:
  - ◆ Food and drink
  - ◆ Tobacco products
  - ◆ Explosives and weapons
  - ◆ Hazardous materials
  - ◆ Alcohol, illegal drugs and other intoxicants
  - ◆ Electro-magnetic devices, which could unreasonably interfere with computer and telecommunications equipment
  - ◆ Radioactive materials
  - ◆ Photographic or recording equipment of any kind (other than tape back-up equipment)
  - ◆ Any other items deemed inappropriate at the Company's sole discretion.

### **POWER**

1. Each of the Company's standard cabinet is provisioned for a 10A power consumption per power feed, and the maximum number of power sockets allowed as agreed by the Company. Upon Customer's request, the Company may, at its discretion, provide cabinets with higher power rating configurations, or with more power feeds and power sockets, subject to additional charges quoted by the Company. The Customer could only use those power sockets as assigned by the Company.
  
2. The power configuration of each cabinet within Customer's licensed space must be approved by the Company in writing and must comply with the laws, rules and

regulations, codes and directives that is applicable. It is the Customer's sole responsibility to ensure that:

- (a) they have ordered enough number of power sockets to power each device; and
  - (b) the power provided as agreed by the Company is sufficient to power the devices for regular use.
3. The Company may independently inspect the power configuration of any cabinet with Customer's licensed space, at any time.
4. The Company may direct Customer (i) to alter the power configuration of Customer's equipment; (ii) to disconnect power supply to the Customer's equipment; or (iii) require Customer to remove from any equipment, forthwith, if the Company, at its sole discretion, deems that the continued operation of Customer's equipment:
  - (a) causes a threat to safety (including any risk of fire or other hazard) to the operations of the Company's Data Centre or the Data Centre property;
  - (b) unreasonably interferes with the operations of the Company, any other customer or any other person or entity that is licensing, sublicensing, leasing or subleasing space or otherwise utilizing any portion of the Data Centre or Data Centre's property; or
  - (c) is not installed in accordance with standard industry practice; and/or
  - (d) is consuming or has consumed excessive power.
5. At no time is the Customer allowed to install his/her own power bar, or power more electrical devices than the number of sockets as agreed by the Company.
6. The Company reserves the right to disconnect any unauthorized power connection made by Customers without notice.

### **EQUIPMENT AND CONNECTIONS**

1. Each Customer will ensure that:
  - (a) all of Customer's equipment must be installed, operated, configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption and clearance requirements and the applicable laws. Customer must provide the Company with at least 2 working days prior notice any time it intends to move-out any Customer Equipment or other equipment;
  - (b) the installation and use of Customer's equipment complies with applicable safety codes and product safety agency listings;

- (c) all Customer's Equipment must be put within the Company's licensed space, and they must be either rack-mounted, or be put on the Company's provided fixed partitions. None of Customer's equipment is stacked or resting on the equipment of any other Customer, sublicense or third-party;
- (d) all of the cables and wiring in Customer's licensed space are neatly wrapped and tied together (if a customer fails to do so, the Company may in its sole option neatly wrap and tie such wires and cables, and the Company may charge the customer for performing such service);
- (e) all of Customer's equipment is only placed in the licensed space and nowhere of the Data Centre;
- (f) all of Customer's equipment is securely fixed onto a cabinet or rack in a manner reasonably satisfactory to the Company. Any of Customer's equipment that is too large or heavy for a rack or cabinet, including but not limited to large servers, will be securely fixed directly to the floor by the Company. The Company may charge Customer for performing such service;
- (g) all of Customer's equipment must be connected to the Company provided power socket according to the agreed contract terms; and
- (h) all equipment is arranged in such a way that there is ample space for good ventilation within the licensed area.

**IF CUSTOMER BREACHES ANY OF THE TERMS MENTIONED IN THIS POLICY, THE COMPANY RESERVES THE RIGHTS TO SUSPEND OR TO DISCONNECT THE SERVICES PARTLY OR WHOLLY, OR TERMINATE THE AGREEMENT AT ITS OWN DISCRETION WITHOUT INCURRING ANY LIABILITIES OR OBLIGATIONS WHATSOEVER.**

#### **MODIFICATION OF RULES AND REGULATIONS**

The Company may change this Policy at any time and from time to time and the revised Policy shall be posted at the Company Homepage at <http://www.hknet.com>. Customer is required to review the Company's website regularly to keep yourself informed of the most current version of this Policy at all times ([http://www.hknet.com/corp/images/dc\\_rules\\_regulations.pdf](http://www.hknet.com/corp/images/dc_rules_regulations.pdf)).

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