

## SCHEDULE I-TC: TIER & OPERATIONAL SUSTAINABILITY CERTIFICATIONS TERMS AND LIMITATIONS

For any service or engagement specific to, or in pursuit of, Uptime Institute Certification, the following terms and limitations apply. Any contract, purchase order, or work authorization based upon this proposal is subject to the limitations set forth below.

### Tier Certification of Design Documents

All Tier Certification of Design Documents awards issued after 1 January 2014 will expire two years after the award date. This will not impact Tier Certification of Design Documents issued prior to 1 January 2014 or engagements contracted and underway prior to this date.

In the event of delays to construction and/or commissioning, Tier Certification of Design Documents awardees may request an extension. Extensions will be granted if there is reasonable evidence of the feasibility of completing the project to the Tier Certification goal.

Examples of evidence may include: details of the projected schedule, proof of equipment delivery, evidence of funding streams, and copies of signed construction contract agreements. Extensions will be granted entirely at Uptime Institute's discretion.

Design documents submitted for Tier Certification of Design Documents shall reflect the intended construction and implementation. Thus, the design drawing package shall reflect phasing and capacities. Should the design documents deviate from the constructed environment, Uptime Institute reserves the full right to revoke the award.

Tier Certification of Design Documents shall reflect the Tier or capacity of a specific deployment. The award shall specify any relevant phase, room, pod, module, or other nomenclature to differentiate from previous or future infrastructure not verified directly by Uptime Institute. Should an awardee attempt to apply a Tier Certification of Design Documents to previous or future installations, Uptime Institute reserves the full right to revoke the award.

### Tier Certification of Constructed Facility

Tier Certification of Constructed Facility shall reflect the constructed environment, including the Tier and capacity of the equipment installed at the time of the site visit and demonstrations. The award shall specify any relevant phase, room, pod, module, or other nomenclature to differentiate from previous or future infrastructure not verified directly by Uptime Institute. Should an awardee attempt to apply a Tier Certification of Constructed Facility to previous or future installations, Uptime Institute reserves the full right to revoke the award.



Tier Certification of Constructed Facility is valid until the facility is modified, including any changes to the capacity components or distribution paths depicted in the design identified above and submitted for review.

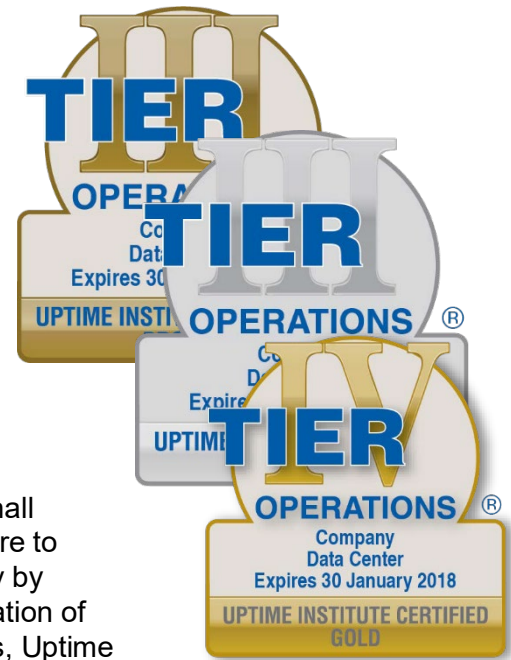
Upon a site review or other compelling evidence of modifications to infrastructure that deviate from any Tier Certification awarded to date, Uptime Institute reserves the right to revoke the award(s).



## Tier Certification of Operational Sustainability

All Tier Certification of Operational Sustainability engagements begun after 1 January 2014 will have validity periods of one year for Bronze, two years for Silver, and three years for Gold. This will not impact Tier Certification of Operational Sustainability awards issued prior to 1 January 2014 or engagements contracted and underway prior to this date.

Tier Certification of Operational Sustainability shall reflect the facility management operations reviewed during the site visit. The award shall specify any relevant phase, room, pod, module, or other nomenclature to differentiate from facility management operations not verified directly by Uptime Institute. Should an awardee attempt to apply a Tier Certification of Operational Sustainability to previous or future operational programs, Uptime Institute reserves the full right to revoke the award.



## All Certifications

Due to the limited nature of the services provided, with regard to your facility, Uptime Institute Professional Services expressly disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of fitness for a particular purpose or merchantability. Further, Uptime Institute Professional Services does not represent or warrant that your facility will be uninterrupted or without failures, errors, omissions, or losses.

In no event shall Uptime Institute Professional Services be liable for any indirect, special, incidental, punitive, or consequential damages or lost profits, even if they have been advised of such damage, arising out of, or related to, the services provided pursuant to this Certification or the performance or breach thereof and Uptime Institute Professional Services' liability shall not exceed the total amount paid to Uptime Institute Professional Services by the Client for professional services under this Certification.

The Client shall indemnify, hold harmless, and defend Uptime Institute Professional Services from and against any claims, liabilities, losses, costs, damages, or expenses (including reasonable attorney's fees and costs) arising out of the construction, operation, or subsequent sale, transfer, or other disposition of the Client's facility, which is the subject of the professional services.

All Uptime Institute awards are trademarked by Uptime Institute. Any attempt to amend the shape, color, or content may result in revocation by Uptime Institute at its own discretion.

## For North American Commercial Data Center Certifications as of 1 July 2015

As of 1 July 2015, Uptime Institute amends the Tier Certification award process for North American data centers for colocation, hosting, cloud, or other commercial services. This amendment is made in response to increased scrutiny from industry groups, oversight mechanisms, and legal bodies in North America into the validity of Tier Certification of Design Documents in the commercial marketplace. This 1 July amendment is also undertaken in response to the recommendation from Tier Certification awardees, and clients of commercial data centers, for enhanced accountability. Uptime Institute is addressing the concern that a Tier Certification of Design Documents could be used to substantiate a data center that is designed to one Tier level and constructed and commissioned to another Tier level.

This amendment re-enforces that Tier Certification of Design Documents applies only to the design drawing package and makes no assurances as to the infrastructure installed.

Previously, a letter, foil, and website listing (<https://uptimeinstitute.com/TierCertification/>) was awarded for Tier Certification of Design Documents upon resolution of all outstanding Tier items evident in the design drawing package. In the amended process for commercial data centers in North America, a letter will be awarded upon resolution of all outstanding Tier items evident in the design package; the foil and website listing for Tier Certification of Design Documents will be withheld until completion of Tier Certification of Constructed Facility.

A letter will be issued after Tier Certification of Design Documents to acknowledge that first milestone in the Tier Certification process. However, public acknowledgement of the achievement in the form of an award foil and website listing will occur upon completion of Tier Certification of Constructed Facility. This will ensure that Tier Certification of Design Documents does not misrepresent the functionality and capability of a built commercial data center (i.e., masking variances between the design and constructed facility).

This policy does not impact the Tier Certification process for enterprise data centers.

This policy does not impact Tier Certification of Design Documents awarded or contracted prior to 1 July 2015.