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additional terms for bandwidth services

1. SERVICE DESCRIPTION

The Interoute Bandwidth Service comprises protected Circuits and unprotected Circuits carrying telecommunications traffic between fixed points world wide.

2. DEFINITIONS

"Additional Terms" means this document forming part of the Agreement, which describes the Products and/ or Services to be provided and the relevant service levels.

"Customer Committed Date" means the date by which Interoute has agreed to install a Circuit.

"Circuit" means that part of the end-to-end connection between the Customer sites that is carried on Interoute-owned network equipment monitored and managed by the Interoute Management Systems. The Circuit is delineated by Interoute Network Termination Points (On-Net).

"Customer Service Centre" means Interoute's fault management centre, which operates the Interoute Network Management System.

"Interoute Network Termination Points" means the point at which the Interoute Network terminates on the Customer-facing side of the Interoute distribution frame.

"Monthly Review Period" means the calendar monthly periods commencing on the 1st of each month during the Term, over which Service Availability is calculated, provided that the first Monthly Review Period will commence on the Ready for Service Date.

"Network Distance" means the distance between the two points on the Interoute Network based on agreed routing (kms)

"Network Management System" means Interoute's network integrated fault management system.

"Protected Circuit" means a Circuit that has two alternative paths between the Interoute Network Termination Points, and is provided with a facility for automatic changeover between these paths.

"Ready for Service Date" means the date when Interoute provides the Circuit tested and ready for use at the Interoute Network Termination Point.

"Unprotected Circuit" means a Circuit that has a single path between the Interoute Network Termination Points.

Other capitalised words have the meanings set out in the Interoute Standard Terms and Conditions.

3. BANDWIDTH SERVICES TERMS

The following terms and conditions shall apply when Interoute provides Bandwidth Services to the Customer.

4. CHARGES

4.1. Charges payable by the Customer

- Charges for the Bandwidth Service shall comprise an Installation Charge and a Monthly Charge.
- Unless otherwise agreed between the Parties in the Purchase Order, Charges for the Bandwidth Service and any applicable Cancellation Charges will be invoiced in accordance with the terms specified in Interoute's Standard Terms and Conditions for the amounts detailed in the Purchase Order or Change Order.
- In addition, any costs incurred by Interoute provisioning the Circuit beyond the Interoute Network Termination Points may be invoiced to the Customer on a cost incurred basis

4.2. Service Credits due to Customer

Service Credits (Clause 5) due will be accounted for in the next invoice period.

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5. SERVICE CREDITS

Interoute will provide the Customer with Service Credits, as set out below, for the failure to meet the following targets:

- Service Installation
- Service Availability

5.1. Service Installation

- Interoute will provide a Customer Committed Date for the installation of Circuits. If Interoute fails to meet the Customer Committed Date, the Customer will be entitled to a Service Credit in accordance with this Clause.
- If only part of an order is delayed, valid credits will be payable only in respect of Circuits that are not delivered by the Customer Committed Date.
- Service Credits will be calculated as follows:

Number of full Working Days by which Interoute fails to meet Customer Committed Date for Circuit:	Service Credits as % of Installation Charge of affected Circuit:
1 to 5 days	10%
6 to 10 days	20%
11 to 20 days	30%
21 or more days	50%

5.2. Service Availability

- A Circuit is "Available" when transmission of signals over the Circuit occurs in both directions. The Circuit is "Unavailable" when signals cannot be transmitted over the Circuit in either or both directions.
- The following equation will be used to calculate Service Availability. References to hours are to the number of hours (rounded to nearest hour) in the applicable Monthly Review Period:

$$\frac{(\text{Total hours} - \text{Total hours Unavailable})}{\text{Total hours}} \times 100$$

5.2.1 Protected Circuit Service Availability

- Interoute will use reasonable endeavours to ensure that all protected Circuits are available for 99.95% of the time.
- Where Service Availability falls below 99.95% during any Monthly Review Period, the Customer will be entitled to Service Credits on the applicable monthly Circuit rental ("Monthly Charge") as follows:

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Service Availability during Monthly Review Period (Protected Circuits)	Service Credits as % of Monthly Charge
<99.95%-99.8%	5%
99.79%-99.5%	10%
99.49%-99.0%	15%
98.99%-98.0%	20%
<98%	30%

5.2.2 Unprotected Circuit Service Availability

- Interoute will use reasonable endeavours to ensure that all unprotected Circuits having a Network Distance (d) of less than or equal to 1000km have an Availability (A) of 99.5% per month.
- For circuits where the Network Distance (d) (rounded up to the nearest 100 km) is greater than 1000Km the following equation will derive the Monthly Availability (A) of the service:

$$A = 100 - (d/2000)$$

- Where Service Availability falls below A during any Monthly Review Period, the Customer will be entitled to Service Credits on the applicable Monthly Circuit rental as follows:

Service Availability during Monthly Review Period (Unprotected Circuits)	Service Credits as % of Monthly Charge
A % to A - 0.5%	2%
A - 0.5% to A - 1.5%	5%
A - 1.51% to A - 3.5%	10%
<A - 3.5%	20%

5.3. Calculation of Service Credits

- Where a Monthly Review Period incorporates part of a month, any Service Credit will apply to a pro-rated Monthly Charge.
- Service Credits will be calculated monthly, aggregated and credited to the Customer on a quarterly basis.
- If a Circuit is cancelled during a Monthly Review Period, no Service Credit will be payable in respect of that Circuit for that Monthly Review Period.
- The Customer must claim any Service Credit due to a failure to meet the Service Levels, in writing, within twenty one (21) business days of the date at which the Customer could reasonably be expected to become aware of such failure. The Customer shall not be entitled to any Service Credits in respect of a claim unless and until Interoute has

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received notice of the claim in writing. Should Interoute require additional information from the Customer, the Customer shall not be able to claim any Service Credits until Interoute has received all information it reasonably requests.

5.4. Exclusions to Payment of Service Credits

Service Credits will not be payable by Interoute to the Customer in relation to the Customer Committed Date or the Service Availability for faults or disruptions to the Service caused by any of the following:

- The fault or negligence of the Customer, its employees, agents or contractors;
 - The Customer failing to comply with Interoute's Terms and Conditions;
 - A fault in, or any other problem associated with, equipment connected on the Customer's side of the Interoute Network Termination Point;
 - Any event of Force Majeure described in Interoute's Terms and Conditions;
 - A failure by the Customer to give Interoute access to any equipment after being requested to do so by Interoute;
- or
- Maintenance during any Planned Outage.

6. FAULT REPORTING AND MANAGEMENT

6.1. Fault Handling

Any suspected faults should be reported to the Interoute Customer Service Centre using the procedures detailed in the Customer Handover Book to be provided on the Ready for Service Date. When reporting a fault, the Customer should identify the affected Circuit and provide details of the fault.

6.2. Time to Repair

Interoute aims to resolve faults causing a loss of service within four (4) hours on protected services and eight (8) hours on unprotected services, provided access to the affected site is available. Interoute will provide the Customer with progress updates every two (2) hours, unless otherwise agreed.

6.3. Fault Duration

All faults recorded by the Network Management System will be reconciled against the corresponding fault ticket raised by the Customer Service Centre. The exact fault duration will be calculated as the elapsed time between the fault being reported to the Customer Service Centre and the time when service is restored.

7. LIABILITY

The provision of Service Credits shall be the sole and exclusive remedy for the failure to meet targets for the Bandwidth Service. Interoute shall have no additional liability to the Customer.