

1. SERVICE DESCRIPTION

Interoute Internet Services comprises of the provision and supply of connectivity to the Internet via the Interoute IP Network.

2. DEFINITIONS

“**ADSL**” refers to Asymmetric Digital Subscriber Line as defined in the ITU-T G series specifications for DMT-based line coding.

“**Agreed Delivery Date**” means the date by which Interoute has agreed to install the Internet Access Service.

“**Annual Review Period**” means twelve (12) months after the Ready For Service Date and every anniversary thereafter.

“**Billing Model**” means the specified customer billing mechanism that is mutually agreed with Interoute for Customer-generated traffic exchanged with the Interoute IP Network via the Customer Port. Supported billing mechanisms are committed Traffic rate, Committed Data Rate plus bursting allowance and traffic exchange rate calculated via the 95th percentile method.

“**Burst**” means the ability of a Customer to increase the rate of transmission of Traffic above the Committed Data Rate. Burst capacity can not exceed the physical port size set out in the Purchase Order. Charges for Burst traffic are not included in the recurring Monthly Charge.

“**Central Core**” refers to the FOUR (4) core IP nodes situated in London, Frankfurt, Paris and Amsterdam.

“**Committed Data Rate**” means the constant rate specified in the Purchase Order up to which Interoute agrees to transmit the Customer’s IP Traffic.

“**Charges**” means all the charges payable by the Customer for Internet Access Services as provided in the Purchase Order.

“**Co-location**” means the provision and maintenance of space within a facility provided by Interoute for the sole purpose of accommodating Customer provided and operated telecommunications equipment. Co-location Services are provided on the terms and conditions contained in Interoute Additional Terms for Co-location Services.

“**Customer Port**” means the provision of a physical connection into the Interoute’s IP network that is dedicated solely for the use of the Customer and exchange of Customer traffic.

“**Customer Premise Equipment**” (“**CPE**”) means equipment Sited on the Customer’s premises that is supplied owned and maintained by Interoute and is deemed part of the Interoute IP Network.

“**Customer Service Centre**” means Interoute’s fault management centre, which operates the Interoute Network Management System.

“**DNS**” (Domain Name System) means an Internet Service that translates Customer specified Domain Names to their IP addresses. Interoute allocates IP addresses to the Customer.

“**Interoute Demarcation Point**” means the edge of the Interoute IP Network that signifies the physical boundary between the Interoute owned and operated IP Network and the Customer owned and provided equipment, not including the provision of any Third Party Local Access connections. For sites where managed CPE is provided the physical boundary between Interoute and the Customer is the interface on the

CPE. For sites where no managed CPE is provided the Interoute Demarcation Point is the Customer Port

“**Internet Access Service**” and “**Service**” means the provision and supply of connectivity to the Internet via the Interoute IP Network.

“**Internet Exchange Points**” and “**Public and Private Exchange Points**” and “**MAEs**” and “**NAPs**” means facilities that exist specifically for the exchange of Internet IP Traffic through peering arrangements with other Internet service providers. These facilities typically exist outside the direct control and ownership of Interoute.

“**Interoute IP Network**” means the Interoute owned Pan-European network equipment monitored and managed by the Interoute Management Systems for the purpose of transporting customer IP Traffic.

“**Interoute Core IP Nodes**” means a physical facility that is used to accommodate Interoute IP Network equipment and the various Interoute owned IP routing and switching equipment that comprise the Interoute IP Network.

“**Installation Charge**” means the Internet Service Non-Recurring charges payable by the Customer for the installation and provision of Internet Services as provided in the Purchase Order minus any non recurring Local Access Charges.

“**Local Access Charges**” means the Local Access non-recurring and Local Access recurring charges as provided in the Purchase Order or as charged by Interoute’s Third Party Local Access provider.

“**Managed CPE Firewall**” means an optional feature of the Internet Access Services ordered on the applicable Purchase Order comprising Internet Access and a Managed Firewall Service.

“**Managed Firewall Equipment**” shall mean the equipment, systems, cabling and facilities provided by Interoute or Interoute’s Associated Company in order to make available the Managed Firewall Service to the Customer.

“**Managed Firewall Service**” means the optional feature of the Internet Access Service for the supply and operation of Managed Firewall Equipment and Services and any corresponding Licensed Software and implementation of Customer’s firewall policy within an Interoute co location facility.

“**Monthly Charge**” means the Internet Service monthly recurring Charges payable by the Customer plus Traffic charges (excluding the Local Access Charges) as provided in the Purchase Order.

“**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 Management System**” means Interoute’s network integrated fault management system.

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“**Packet Delivery**” means a sampled measure, expressed as a percentage ratio, of the number of IP packets successfully received at a designated Interoute Core IP Nodes on the Interoute IP Network.

“**Qualifying Monthly Charge**” means, for the purposes of the service credit calculations herein, the Monthly Charges minus any Local Access Charges and Burst Traffic Charges.

“**Round Trip Packet Delay**” means a sampled measure of the time taken to transmit and receive at the same Interoute Core IP Node an IP packet of a defined size “Ping Packet” between any two designated Interoute Core IP Nodes on the Interoute IP Network.

“**SDSL**” refers to Symmetrical Digital Subscriber Line also known as SHDSL and defined in ITU-T G.991.2

“**Ready For Service Date**” means the date when Interoute provides the Service ready for use at the Interoute Demarcation Point.

“**Site**” means the space occupied by Customer and/or Interoute for the purposes of installing any Interoute provided Customer Premise Equipment required presenting the Service to the Customer.

“**Third Party Local Access**”, “**Local Access**” “**Leased Lines**”, “**Private Circuits**” and “**Access**” means short haul physical connections (including any DSL local access connection and patching cross connects/

cabling), that are provisioned between the Customer’s premises and the nearest feasible Interoute Point of Presence and are based on either TDM, Ethernet, ADSL or SDSL technology. Third Party Local Access connections, not being under the direct control and ownership of Interoute, are not deemed part of the Interoute IP Network.

“**Traffic**” means all Customer generated IP packets that are transmitted and received at the Customer Port. The billable amount of traffic exchanged with the Interoute IP Network via the Customer port is calculated in accordance with the Billing Model specified in the Purchase Order.

Any other capitalised terms have the meanings set out in Interoute’s Standard Terms and Conditions.

3. INTERNET ACCESS SERVICE TERMS

The following terms and conditions shall apply when Interoute provides Internet Services from its own network to the Customer.

4. CHARGES

4.1. Charges payable by the Customer

- Charges for the Internet Services shall comprise an Installation Charge and a Monthly Charge.
- If the Customer commits to a Committed Date Rate Billing Model (as detailed on the Purchase Order) a recurring fixed Monthly Charge based on such Committed Data Rate plus Burst Charges (where applicable) billed on a per Mb (or part thereof) usage rate.
- Unless otherwise agreed between the Parties in the Purchase Order, Charges for the Internet Services 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.
- Any additional costs e.g. Local Access Charges will be invoiced to the Customer (as stated on the Purchase Order).

5. SERVICE CREDITS

Interoute will provide the Customer with service credits for the failure to meet the following targets:

- Service Installation
- Service Availability
- Packet Delivery

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- Round Trip Packet Delay

5.1. Service Installation

- Where Third Party Local Access is required for particular a Site in relation to the provision of Indirect Access, Customer acknowledges and agrees that delivery of the Service to such a Site cannot be guaranteed and shall be subject to the Third Party Local Access provider being able to connect to the Site. Execution by Customer and Interoute of a Purchase Order does not constitute any guarantee that Interoute will be able to deliver the Services to all the Sites.
- Interoute will provide an Agreed Delivery Date for the installation and provision of the Service. If Interoute fails to meet the Agreed Delivery Date, the Customer will be entitled to a service credit in accordance with this Clause.
- If only part of an order is delayed, valid service credits will be payable only in respect of those Service elements that are not delivered by the Agreed Delivery Date.
- Service credits will be calculated as follows:

Number of full Working Days by which Interoute fails to meet Agreed Delivery Date for Service: Service credits as % of Installation Charge:

1 to 5 days	10%
6 to 10 days	15%
11 to 20 days	20%
> 21 days	25%

5.2. Service Availability on the Interoute IP Network

- Target Service Availability is 100 %
- Availability is not applicable to Planned Outage events on the Interoute IP Network and /or the Customer Port.
- The Internet Access Service is defined as “Available” when IP packets (up to the Committed Data Rate where applicable) can successfully be exchanged between Interoute Core IP Nodes.
- Percentage Service Availability is calculated Monthly using the following formula:

$$P = \frac{A}{H} \times 100$$

Where:

P is the percentage availability;

A is the total number of hours during that calendar month for which the Service was available;

H is the total number of hours in that calendar month.

- Where Service Availability falls below 100% during any Monthly Review Period, the Customer will be entitled to Service credits as follows:

Unavailability Duration	Service credits as % of Qualified Monthly Charge:
15 minutes up to 1 hour	5%

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Greater than 1 hour up to 2 hours	10%
Greater than 2 hours up to 4 hours	15%
Greater than 4 hours up to 8 hours	25%
Greater than 8 hours up to 12 hours	30%
Greater than 12 hours up to 17 hours	40%
Greater than 17 hours	50%

5.3. Service Availability on Third Party Local Access provider's network

- Where a local dedicated private tail circuit is used (such as TDM based lines or Ethernet) to provide access to the Customer Site(s) , target Service availability is $\geq 99.5\%$.
- Where a DSL local tail is used to provide access to the Customer Site(s) , target Service availability is $\geq 98.5\%$.
- Where Service Availability falls below target during any Annual Review Period, the Customer will be entitled to Service credits as follows:

Unavailability Duration	Service credits as % of Qualified Monthly Charge:
< 1 % below target	5%
< 2 % below target	10%
< 3 % below target	15%
> 3 % below target	20%

5.4. Packet Delivery

- Target Packet Delivery is $> 99.5\%$ as calculated and averaged over all routes between Interoute Core IP Nodes during a Monthly Review Period.
- Average Percentage Packet Delivery is calculated monthly using the following formula:

$$T_{av} = \frac{\sum_i R_i}{\sum_i S_i} \times 100$$

Where:

T_{av} the average Percentage Packet Delivery.

R_i the total number of IP packets received by each Interoute Core IP Node from an originating Interoute Core IP Node; and

S_i the total number of IP packets sent from the originating Interoute Core IP Node to each Interoute Core IP Node.

- Where average Packet Delivery falls below 99.5% during any Monthly Review Period, the Customer will be entitled to service credits as follows:

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Packet Delivery during Monthly Review Period	Service credits as % of Qualified Monthly Charge:
99.49% - 99.0%	1%
98.99% - 98.0%	5%
< 98.0%	10%

5.5. Round Trip Packet Delay

- Target average Round Trip Packet Delay as calculated and averaged over all routes during a Monthly Review Period is as follows
 - Between Interoute's "Central Core" IP Nodes (London, Frankfurt, Paris & Amsterdam):
 - < 25 ms
 - From the "Central Core" to the Interoute IP nodes in the rest of Europe:
 - <50 ms
 - From the "Central Core" nodes to the Interoute IP nodes in USA:
 - <100 ms
 - From the "Central Core" nodes to the Interoute IP nodes in the rest of the world:
 - <200 ms
- Where average Round Trip Packet Delay is exceeded during any Monthly Review Period, the Customer will be entitled to a service credit equivalent to 10% of the Qualified Monthly Charge for the relevant month under consideration.

5.6. 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 monthly basis.
- If the Service is cancelled during a Monthly Review Period, no service credit will be payable in respect of that Service 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 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.

5.7. Exclusions to Payment of Service Credits

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- Service credits will not be payable by Interoute to the Customer in relation to the Agreed Delivery Date, Service Availability, Packet Delivery and Round Trip Packet Delay 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 Demarcation Point;
 - The performance of third party networks including Third Party Local Access circuits; traffic exchange points including Internet networks, transit and peering connections provided and controlled by other companies, and Public and Private exchange points such as NAPs and MAEs
 - Any event described as an event of Force Majeure in Interoute's Terms and Conditions;
 - Any outages or degradation to existing Service that may be the result of Customer requested Service changes or upgrades.
 - DNS issues outside the direct control of Interoute.
 - A failure by the Customer to give Interoute access to any equipment after being requested to do so by Interoute during any Planned Outage
 - Interoute does not guarantee that the Customer will be able to Burst at any given time and the all Burst Traffic is specifically excluded from the service level calculations detailed above.
 - Customer requests to terminate or suspend access to the Managed CPE Firewall Service
- Service credits are not applicable to Planned Outage events on the Interoute IP Network and/or the Customer Port.
- Service credits are not applicable for more than one breach of any service level targets outlined in this document arising from the same occurrence. In respect of any Monthly Review Period the total amount of any service credit payable in relation to an SLA breach shall not exceed 50% of the Qualified Monthly Charge for the affected Service.
- Installation service credits do not apply where Access circuits needed for the Service are not provided and maintained by Interoute. In cases where Access circuits need to be sourced by Interoute from a third party, the Ready For Service Date is subject to access circuit delivery lead-times specified by the third party supplier.

6. SERVICE CANCELLATION

In addition to the early cancellation provisions in Clause 6 to Schedule 1 "Interoute standard terms and conditions" of the Agreement, if all or part of the Service is cancelled or significantly modified prior to the Ready For Service Date, the Customer will be liable for a percentage of the Service Installation Charge, according to the following schedule:

Number of Working Days Before Ready For Service Date	Customer liability as % of Installation Charge
0 to 1 days	100%
2 to 5 days	90%
6 to 10 days	70%
11 to 20 days	50%
21 to 30 days	25%

7. FAULT REPORTING AND MANAGEMENT

7.1. Fault Handling

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

7.2. Time to Repair

- Interoute aims to resolve faults causing loss of Service within four (4) hours, provided access to the affected Customer Site, if required is available. Interoute will provide the Customer with progress updates every two (2) hours, unless otherwise agreed.
- Where the fault arises from any Third Party Local Access, Interoute shall endeavour to manage the resolution of the fault by the Third Party Local Access provider as soon as reasonably practicable.

7.3. 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.

7.4. Customer Notification

- Interoute's Customer Service Centre shall endeavour to inform the Customer if the Customer's Service experiences any outages. This information will be provided twenty-four (24) hours a day, seven (7) days a week. Interoute shall endeavour to notify the Customer of any Service affecting outages within two hours of Interoute's first awareness of such disruption.

7.5. Planned Outages

- Planned Outages may be required on the Interoute IP Network and the Customer Port, including associated hardware and/or software for scheduled network maintenance and upgrade activities. Save in the case of emergency, Interoute will effect such outages in accordance with clause 10 of Interoute's terms and conditions (Schedule 1).

8. DOMAIN NAME AND NETWORK NUMBER

8.1. Pursuant to the Purchase Order, IP addresses will be allocated as per the Customer's needs, in strict adherence to RIPE guidelines available at www.ripe.net. In addition, Interoute will register one domain name on behalf of the Customer. Additional domain name registrations will incur additional charges at Interoute's then prevailing rates.

8.2. Interoute shall apply on behalf of the Customer for one domain name only with the relevant country specific identifier for the Internet Access Service. Interoute shall cover the charges incurred from the managing organization in charge of the relevant Top Level Domain ("TLD") for the duration of the Service. If the Customer requests, Interoute shall apply on

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behalf of the Customer for additional domain names with the relevant TLD at an additional cost per domain name. Interoute will assist the Customer in applying for domain names in other TLDs (.com, .org etc.) where doing so does not conflict with Interoute's policies regarding Top Level Domains. All costs incurred in applying for such additional domain names shall be borne by the Customer.

- 8.3. Interoute will route existing IP addresses that were previously assigned to the Customer only if those addresses were assigned to the Customer directly and not through any other Internet Service Provider. Interoute shall assign new or additional IP addresses as requested by the Customer upon being provided with satisfactory documentation justifying the need for those addresses. In certain circumstances it may be necessary for IP addresses to be approved by the relevant authority i.e. RIPE and in such cases Interoute shall not be responsible for any decision to be made by the relevant authority.
- 8.4. When Interoute assigns addresses to the Customer, those addresses are assigned only for the duration of the Service and become invalid at such a time as Interoute no longer provides the Service to the Customer. A temporary extension (usually thirty (30) days from the date of Service termination) may be made at Interoute's sole discretion. After termination or after such extension period (if any) those addresses may be reassigned to other customers by Interoute. If the Customer wishes to apply for addresses that will subsist beyond the duration of the Service, it must do so directly to the relevant authority. Any decision by the relevant authority or by another Internet Service Provider relating to IP addresses is the responsibility of that party and Interoute accepts no responsibility for any such decision.
- 8.5. Interoute has no control over the availability of domain names and accordingly accepts no responsibility for the availability of any domain name. If any domain name is or becomes unavailable through a request from any domain name registration authority, the Customer shall take all steps to relinquish the relevant domain name or otherwise to abide by the order of such authority. Interoute shall be entitled to take all appropriate steps to achieve the same.
- 8.6. In respect of any actions taken by Interoute pursuant to this paragraph 8, Interoute at its discretion may levy reasonable additional charges on the Customer.

9. HISTORICAL ARCHIVE AND BACK-UP

While Interoute backs up its servers as a regular part of its internal systems administration, Interoute does not guarantee any storage or backup of Customer data.

10. RESPONSIBILITY OF CUSTOMER EQUIPMENT AND ASSOCIATED SOFTWARE

Customer provided equipment and associated software-based applications and operating systems may be accommodated within Co-location premises provided by Interoute on Interoute's Additional Terms for Co-location.

11. Managed CPE Firewall

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- 11.1 Where Managed CPE Firewall is ordered on the Purchase Order the Customer shall, prior to the commencement of the Service, provide Interoute with a copy of its firewall policy and complete a firewall policy form supplied by Interoute from time to time. Customer undertakes to keep Interoute informed of its most current firewall policy and to promptly notify Interoute of any changes to the firewall policy. In the event that Customer requires changes to the configuration of Managed CPE Firewall (including the firewall policy) it shall notify Interoute in writing in accordance with the Change Management procedure (as notified by Interoute to Customer from time to time). Customer may request up to two (2) firewall related rule changes per calendar month free of charge. Interoute shall charge Customer for any additional changes.
- 11.2 The Customer acknowledges and accepts that Interoute shall not be responsible or liable for any security breach or failure resulting from the Customer's firewall policy and Interoute shall not be obliged to supply, advise or comply with the Customer's firewall policy. Customer acknowledges that it has assessed for itself the suitability of the Managed CPE Firewall Service for its requirements based on the firewall policy to which the Customer owns and maintains at all material times. Interoute does not warrant that the Managed CPE Firewall Service will meet such requirements or that the Managed CPE Firewall Service will operate in the particular circumstances in which it is used by the Customer or that any use will be uninterrupted or error free.
- 11.3 In the event of a material hardware failure affecting the Managed Firewall Equipment, Interoute shall endeavour to replace such equipment within two (2) working days from its receipt from the Customer, provided Customer notifies and sends back to Interoute the original Managed Firewall Equipment within two (2) weeks from the date it was first received by Customer.

12. INDEMNITY

The Customer shall indemnify Interoute from and against any losses, or expenses incurred by Interoute caused by, or in any way connected with the unauthorised use of the Managed Firewall Service by the Customer or any third party.

13. INTERNET SERVICES IN DUBAI

The following terms and conditions shall apply when Interoute resells to Customer Internet Services provided by its partner Du in Dubai:

13.1 For the purposes of this Clause 13, the following terms have the following meaning:

"Du" means Emirates Integrated Telecommunications Company PJSC, registered at the Dubai Department of Economic Development with commercial register number 77967. Du is Interoute's partner in Dubai that provides local Internet Access services in Dubai.

"Dubai Internet City" means the Dubai Technology City constituted under the Dubai Technology and Media Free Zone law being Law No. 1 of 2000 of the Emirate of Dubai.

"Dubai Internet Services" mean the Internet Services provided by Interoute's partner Du in Dubai Internet City.

13.2 Du is authorised to provide Internet Services to Customers within Dubai and Free Zones. Interoute is an authorised reseller of Du's Internet Access.

13.3 Clauses 5 and 6 above do not apply to Internet Services in Dubai.

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13.4 Service availability is subject to survey. Interoute will attempt to provide a reliable availability check of the Customer's location by using a phone number and address.

13.5 The Customer acknowledges that:

- Additional 3rd parties costs revealed after order acceptance may increase the Charges.
- The Customer is responsible for providing of accurate information in the Business Internet Services Request Form ("Du Form") and for the providing of all documents requested in the Du Form. The Du Form and the documents needed create indispensable part of the Agreement and any providing of Services in Dubai depends on accuracy and completeness of the information filled in and on the documents provided. Interoute is not responsible for any delay, disruption or outage caused by the fault or incomplete information provided by the Customer to Interoute.

13.6 The Terms & Conditions for the Dubai Internet Services as shown in the last page of the Du Form apply between the parties and shall be read as if references to "customer" are references to the Customer and references to "Du" are references to Interoute. In case of conflict between the Terms & Conditions for the Dubai Internet Services and the Interoute Agreement the Interoute Agreement prevails.