

Schedule 2g

additional terms for IP VPN service

1. SERVICE DESCRIPTION

Interoute's IP VPN Service provides an MPLS based private, fully managed, and dedicated IP network.

2. DEFINITIONS

"ADSL / SDSL" means Asymmetric Digital Subscriber Line or Symmetric Digital Subscriber Line service

"Agreement" means the agreement between the Parties for the provisioning of the services described in any single Purchase Order.

"Agreed Delivery Date" means the date for delivery of the Service, as agreed in writing between the Customer and Interoute on the Purchase Order or as notified to the Customer by Interoute after execution of the Purchase Order.

"Availability" means ability to exchange IP Traffic with the assigned Customer Port and the Interoute IP Network on a 24 hours basis, as measured over a Monthly Review Period.

"Billing Model" means the specified customer billing mechanism for the any usage based charges as detailed on the Purchase Order for Customer-generated Traffic exchanged with the Interoute IP Network via the Customer Port.

"Charges" means the Customer Port Charge, Local Access or ADSL / SDSL charge (where applicable) Installation Charge, Usage Charge and any other charges payable by the Customer in respect of Service(s), as provided in the Purchase Order.

"Co-location and Co-location Services" 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 as ordered under a Purchase Order. Co-location Services are provided on the terms and conditions contained in Interoute Additional Terms for Co-location Services.

"Critical Traffic" means traffic specifically designated and queued as such within the IP VPN service where the Customer purchases the QoS feature as an additional service.

"Customer Equipment" means any equipment either belonging to the Customer, or leased to the Customer by any third party other than Interoute.

"Customer Port" means the provision of a physical or logical connection into the Interoute IP Network that is dedicated solely for the use of the Customer for exchange of Customer Traffic and is the interface between a third party Local Access, ADSL / SDSL network, or direct link to Customer Premise Equipment.

"Customer Port Charges" means the Customer Port monthly recurring charges detailed in the applicable Purchase Order(s).

"Customer Premise" means a location under the jurisdiction of the Customer where equipment is sited for the purpose of delivery of the Service(s).

"Customer Premise Equipment or "CPE"" means Equipment sited on the Customer Premise 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.

"Eastern Europe" means the region of the Interoute Network including those Core IP Nodes in Czech Republic, Romania, Hungary, Poland, Bulgaria, and Slovakia

"Equipment" means, without limitation, any equipment, machinery, and apparatus provided by Interoute as part of the Services, and/or used in order to make available the Services to the Customer.

"Firewall Policy" means the document provided to Interoute which states the Customer required rules for Interoute to implement in the Managed Firewall Services.

"Fully Managed" means a business model where Interoute provides and manages on behalf of the customer, specific CPE relevant to the operation of the IPVPN service.

"Internet Access" means the provision and supply of connectivity to the Internet via the Interoute IP Network. Internet Access is provided on the terms and conditions contained in Interoute Additional Terms for Internet Services.

"Indirect Access" means a connection to the Interoute IP Network via a third party network. Indirect Access methods include, and are not limited to, ADSL or SDSL network interconnections, MPLS network interconnections between MPLS providers, specifically excluding a public Internet based connection..

"Internet Central" means an optional feature of the IP VPN service ordered on the applicable Purchase Order comprising Internet Access and a Managed Firewall co-located within one of the Interoute Core IP Nodes.

"Interoute Demarcation Point" means the edge of the Interoute IP Network that signifies the physical or logical boundary between the Interoute IP Network and the Customer Equipment. 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.

"Interoute hub" means a website Customer may use to view online service reports.

"Interoute IP Network" means the network owned and operated by Interoute for the purpose of transporting Traffic.

"Interoute Core IP Node" means physical facility that is used to accommodate Interoute IP Network and the various Interoute owned IP routing and switching Equipment that comprise the Interoute IP network.

"Installation Charge" means charges payable by the Customer for the installation and provision of IP VPN Services as provided in the Purchase Order.

"IP VPN" means a private IP network separate from the Public Internet.

"Local Area Network" means a computer network that links personal computers and workstations within a limited geographical area, such as a building or several contiguous buildings. Linked by cables such as coaxial cables or twisted pair, the computers connected to the LAN can access resources on other computers and shared peripheral devices.

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“Local Access Charges” means Local Access installation and monthly recurring charges or ADSL / SDSL installation and monthly recurring charges as detailed on the applicable Purchase Order(s).

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

“Managed Firewall Service” means the optional feature of the VPN Service for the supply and operation of Managed Firewall Equipment and Services and any corresponding Licensed Software and implementation of Customers Firewall Policy within an Interoute co location facility.

“Middle East” means the region of the Interoute network including the IP Core Node in the United Arab Emirates

“Monthly Charge” means all fixed monthly recurring charges payable by the Customer for the provision of IP VPN Services 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 performance measurements are calculated, provided that the first Monthly Review Period will commence on the Service Commencement Date.

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

“Network Termination Equipment” or “NTE” means the equipment provided on the customer premises by Interoute or an authorised third party supplier to terminate the physical Wide Area Network connection. Unlike the CPE, the NTE does not contain intelligence necessary to operate the service and must be connected to a CPE to provide that is provided by either Interoute or the customer to serve this function.

“Nordic Region” means the region of the Interoute network including those IP Core Nodes in Sweden, Norway, Denmark and Finland

“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 Node on the Interoute IP Network.

“Packet Jitter” means the delay variation experienced by test packets when sent across the Interoute network at regular time intervals. The Packet Jitter value shall specifically be the difference between the shortest transit time and the longest transit time in milliseconds.

“Premium Traffic” means traffic specifically designated and queued as such within the IP VPN service where the Customer purchases the QoS feature as an additional service.

“Priority Traffic” means traffic specifically designated and queued as such within the IP VPN service where the Customer purchases the QoS feature as an additional service.

“Quality of Service (QoS)” means an additional feature of the IP VPN service allowing customers to prioritise traffic based upon its type, source or destination. Customers purchasing QoS may designate traffic up to four levels: Priority, Critical, Premium and Standard.

“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” to any other Interoute Core IP Node on the Interoute IP Network.

“Service or Services” means the provision and supply of MPLS based, private, managed, and dedicated IP connectivity including any optional services specified on the applicable Purchase Order.

“Service Commencement Date” means the date when Interoute provides the Service (or where applicable each Customer Port or optional feature of the IP VPN Service) ready for use at the Interoute Demarcation Point, including Local Access or ADSL / SDSL where ordered.

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

“Southern Europe” means the region of the Interoute network including those IP Core Nodes in Spain and Italy.

“Third Party Local Access”, “Local Access”, “Leased Lines”, “Private Circuits” and “Access” means short haul physical connections that are provisioned between the Customer’s premises and the nearest feasible Interoute point of presence and are based on SDH technology.

“Third Party Internet Connection / IPsec Access” means a connection to the Interoute IP Network via the public Internet.

“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.

“Usage Charges” means the usage charges incurred by the Customer in any Monthly Review Period calculated in accordance with the Billing Model detailed on the Purchase Order.

“Western Europe” means the region of the Interoute network including those IP Core Nodes in the United Kingdom, Belgium, Luxembourg, Netherlands, Germany, France, Switzerland and Austria.

“Wires Only” means a business model where Interoute does not provide any CPE as part of the IPVPN service. In such instances the Interoute demarcation point on the customer premise is the Network Termination Equipment (NTE) installed by the local access provider and the customer is responsible for the supply, installation and management of any equipment which connects to this NTE.

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

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3. IP VPN TERMS

The following terms and conditions shall apply when Interoute provides IP VPN Service(s) to the Customer.

3.1. Service Initial Term

- Each Service will have an initial term equal to that stated on the Purchase Order which commences on the Service Commencement Date.

3.2. Access and Permissions

- The Customer agrees to provide Interoute, its employees, representatives and authorised agents, with access to the Customer Premise(s) to enable Interoute to carry out its obligations to deliver Services (where applicable).
- Prior to the installation of any Service at Customer Premise(s) the Customer will ensure that all necessary consents, licences approvals and permissions have been obtained, and that all necessary preparation work has been carried out at its Site in accordance with any instructions that Interoute have provided. Such work is at the Customer's sole expense.
- If the Customer purchases ISDN backup as an option for their VPN service, the Customer shall be responsible for the provision of a suitable ISDN line within one (1) meter of the proposed location of CPE equipment where Interoute is responsible for providing the CPE. In such case the Customer shall be responsible for all costs associated with the installation and rental of this ISDN line along with all associated call charges.
- Customer will at all times provide Interoute, its employees, representatives and authorised agents, as may be reasonably required, access to the Customer Premise Equipment via the Interoute IP Network, or otherwise, in order to enable Interoute to carry out management of the Customer Premise Equipment. Interoute will notify the Customer in advance where it requires Customer to make such access available.
- At any time, Interoute may require that Customer Equipment be disconnected from the Interoute IP Network if any inspection, maintenance, adjustment, repair, replacement or testing may cause unreasonable disruption to such network or any third parties' operations or equipment.
- The Customer hereby agrees with Interoute not to replace the Customer Premise Equipment, to make any modification alteration or connection to the same other than by prior agreement in writing with Interoute nor to make any disconnection therefrom otherwise than in accordance with such terms and conditions as Interoute shall from time to time stipulate.
- Ownership and title in any Equipment including CPE provided by Interoute under this Agreement shall at all time belong to Interoute. The Customer shall prevent third parties from asserting any rights in relation to such Equipment.
- During the continuance of this Agreement it shall be the Customer's responsibility to insure, and keep insured, Customer Premise Equipment with a reputable insurer against loss, theft, damage or destruction howsoever arising (unless such damage or destruction is caused by Interoute or its agents). Such Equipment shall at all times be at the Customer's risk.
- Following suspension of the provision of any Services, or termination of the Agreement by Interoute and where Interoute subsequently agrees to re-connect the Customer Premise Equipment or re-commence the Services, Interoute shall be entitled to claim, and Customer shall pay upon demand, the costs (as set forth in Interoute's prevailing price list, or specified from time to time) of any reconnection charges charged by Interoute in so agreeing to re-connect or re-commence the provision of the Services.

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- Interoute and /or its sub-contractors will install its own NTE within the Telecommunications room at the point where the physical cabling enters the building in each customer site.
- Where Interoute provides managed CPE as part of the Service, the Customer is solely responsible for providing the wiring to connect the CPE to the NTE unless the CPE is located within 3 metres of the NTE following an unobstructed route, in which case Interoute will provide the wiring to connect the NTE to the CPE.
- The Customer is solely responsible for the internal cabling that is required to connect the customer Local Area Network to the CPE (in the case of a Managed CPE service), or to the NTE (in all other cases).

3.3. **Acceptance Maintenance and Service Quality**

- Where Internet Central is ordered on the applicable Purchase Order the Customer hereby agrees and warrants to at all material times own, maintain and keep a Firewall Policy and undertakes to keep Interoute fully informed of the Firewall Policy and any changes (without delay) and where requested by Interoute, the Customer shall to provide a copy of the said Firewall Policy to Interoute. The Customer acknowledges and accepts that Interoute shall not be responsible or liable for any security breach or failure resulting from the Customer Firewall Policy and Interoute shall not be obliged to supply, advise or comply with the Customers Firewall Policy. Customer acknowledges that it has assessed for itself the suitability of the Internet Central 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 Internet Central Service will meet such requirements or that the Internet Central 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.
- The Parties acknowledge that it is technically impracticable to provide the Services free of faults. However, without prejudice to the generality of the foregoing, Interoute shall endeavour to provide the Services in accordance with the relevant service level targets detailed below. Interoute endeavours to carry out maintenance work, updating, remedy, repair or re-connection of Interoute's Equipment, and the Services in accordance with the provisions contained within the Agreement and to maintain Interoute Equipment in good working order.

4. **CHARGES**

4.1. **Charges payable by the Customer**

- Charges for IP VPN Service(s) shall comprise an Installation Charge, a Monthly Charge and (where applicable) a Usage Charges.
- Unless otherwise agreed between the Parties in the Purchase Order, Charges for IP VPN Service(s) 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 provisioning costs e.g. 3rd Party Local access may be invoiced to the Customer on a cost incurred basis.

5. **SERVICE LEVEL AGREEMENT**

Interoute will provide the Customer with service credits (where applicable), as set out below, for the failure to meet the service level targets.

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Subject to the applicable service level targets, the Customer shall be eligible for a credit when the relevant Service fails to meet stated service levels.

5.1. Service Level Targets

- Service level targets are defined for the following Service performance measurements:
 1. Service Installation
 2. Site Availability
 3. Packet Delivery
 4. Round Trip Delay
 5. Packet Jitter
 6. Time to Repair

5.2. Service Installation

- Agreed Delivery Date: For each Site Interoute will agree with the Customer an Agreed Delivery Date based upon supplier availability for any Equipment and successful installation of Third Party Local Access or ADSL/ SDSL (where applicable).
- Unless expressly stated otherwise on the Purchase Order, for each Site, Interoute will communicate the Agreed Delivery Date after Interoute's acceptance of a signed Purchase Order.
- Target Service installation lead time is forty-five (45) Working Days per IP VPN or Internet Central Site from Interoute's acceptance of a signed Purchase Order for sites connected using ADSL / SDSL. Where Third Party Local Access circuits need to be provided, lead-times will be specified by Interoute on a case-by-case basis.
- Service installation covers the installation and provision of the Customer Port, Equipment, applicable Customer Premise Equipment and the Third Party Local Access or ADSL/ SDSL circuit, where provided and maintained by Interoute, to the Interoute IP Network.
- If only part of an order is delayed, valid credits will be payable only in respect of those Service(s) that are not delivered by the Agreed Delivery Date for that particular Site. On completion of the service installation of the Services (or the relevant IP VPN Site), Interoute shall deliver to Customer an acceptance certificate in respect of the Services (or the relevant IP VPN Site). Customer shall within five (5) Working Days following the date of the receipt of an acceptance certificate, either:
 - (a) confirm to Interoute its acceptance of the Services (or the relevant IP VPN Site) by its counter signature of such acceptance certificate. The date the acceptance certificate was provided by Interoute shall be the Service Commencement Date of the Services (or the relevant IP VPN Site) to which it relates.
 - (b) notify Interoute of any material deviation or non compliance of the Services (or the relevant IP VPN Site) and provide to Interoute, together with such notice, the results of the testing conducted evidencing such material deviation or non compliance.

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- In the event that any material deviation or non-compliance notified to Interoute in accordance with 5.2 point (b) shall be attributable to the act or omission of Customer, Interoute shall be entitled to invoice Customer for any costs reasonably incurred in investigating and remedying such material deviation or non-compliance.
 - In the event that any material deviation or non-compliance notified to Interoute in accordance with 5.2 point (b) shall be attributable to the act or omission of Interoute, Interoute agrees to perform good faith efforts to provide the Service(s) to the specification in this Schedule and upon completion of such works the provisions of Clause 5.2 (a) – (b) shall apply.
 - In the event that Customer shall fail within the timescale set out in 5.2 to deliver a notice to Interoute, Customer shall be deemed to have accepted the Services (or the relevant IP VPN Site) and to have countersigned the acceptance certificate on the date the acceptance certificate was provided by Interoute. The date the acceptance certificate was provided by Interoute shall be the Service Commencement Date of the Services (or the relevant IP VPN Site) to which it relates.
- Where the Agreed Delivery Date for a IP VPN Site is not met by Interoute, the following Service credits will apply:

Number of full Working Days by which Interoute fails to meet Agreed Delivery Date for the applicable Site:	Service Credits as % of Installation Charge in respect of the applicable Site:
1 to 5 days	10%
6 to 10 days	20%
11 to 20 days	30%
> 21 days	50%

5.3. **Site Availability**

- Site Availability means ability to exchange IP Traffic between the assigned Interoute Demarcation Point and the directly connected Interoute Core IP Node on a 24 hours basis, as measured over a Monthly Review Period, and is based on the number of minutes that exchange was not available as determined by Interoute based on the conditions of “Unavailability” stated below.
- Any delays to, interference with, loss or degradation of service resulting directly or indirectly from the following events will not be included in the calculations of unavailability:
 - (a) Planned Outage events,
 - (b) Access to any Customer Premise Equipment was denied,
 - (c) Incompatibility or failure of Customer Equipment, facilities or applications, or
 - (d) Any act or omission of the Customer
- Target Site Availability is dependant on the method of access to the Interoute IP Network and is defined as follows:

Connection type used when connecting to the Interoute IP Network	Target Site Availability

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Internet Central	99.95%
Single Private Circuits (also known as Leased Lines or Ethernet)	99.5%
Dual Private Circuits (SDH Leased Lines or Ethernet)	99.95%
Resilient Dual Access (SDH Leased Lines or Ethernet with ISDN or xDSL backup)	99.90%
Indirect Access (including ADSL / SDSL)	98.5%
Third Party Internet Connection / IPSec Access	0%

- For customer locations where Dual Private Circuits or Resilient Dual Access is employed, the Target Site Availability is based upon at least one of the Circuits being operational and thereby making the site available.
- Percentage Site Availability is calculated per Monthly Review Period using the following formula:

$$P = \frac{(H - U)}{H} \times 100$$

Where:

- P is the percentage availability;
- U is the total amount of minutes a Customer Site during that Monthly Review Period for which the Service was unavailable;
- H is the total number of minutes in that Monthly Review Period;

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

Site Availability for each applicable Site during Service Credits as % of the applicable Site Monthly Review Period falling below target Monthly Charge:

Availability by:

Up to 1%	5%
Up to 2%	10%
Up to 3%	15%
More than 3%	20%

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5.4. Packet Delivery

- For Customers purchasing a Wires Only IP VPN service, Target Packet Delivery is >99.9% as calculated and averaged over all routes between Interoute Core IP Nodes during a Monthly Review Period.
- For Customers purchasing a Fully Managed IP VPN service, Target Packet Delivery is measured on an end-to-end basis and calculated during the Monthly Review Period for all traffic within contract. It is dependant upon the QoS class of the particular traffic as specified in the table below:

QoS Class:	Target Packet Delivery percentage:
Priority	99.95%
Critical	99.9%
Premium	99.9%
Standard	99%

In the event that a Customer does not purchase the QoS additional feature, the Target Packet Delivery shall be as per the Standard QoS Class for all traffic.

- Packet Delivery is not applicable to Planned Outage events on the Interoute IP Network and /or the Customer Port.
- 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 Core IP Node from an originating Core IP Node; and

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

- Packet Delivery will be measured on a per Interoute Core IP Node basis with the results reported for every five (5) minute period on the Interoute hub.
- Where average Packet Delivery falls below the applicable Target Packet Delivery percentage stated during any Monthly Review Period, the Customer will be entitled to Service credits as follows:

Packet Delivery during Monthly Review Period falling below 99.9% by: **Service Credits as % of Total Monthly Charges in the applicable Monthly Review Period:**

Up to 1%	1%
Up to 2%	2%
Up to 3%	3%
More than 3%	4%

5.5. Round Trip Packet Delay

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- For Customers purchasing a Fully Managed Service, Target Average Round Trip Packet Delay is measured on an end-to-end basis and is calculated as a combination of three elements, namely Round Trip Delay across the local access circuit from the Customer Premise to the Interoute Core IP Node at each end of the connection and the delay across the Interoute Core Network.
- The Target Average Round Trip Packet Delay across the Local Access Circuits is dependant upon both the distance and the type of access circuit used between the Customer Premise and the Interoute Core IP Node. Based upon these two factors the Target Average Round Trip Delay is defined in the table below:

Access Technology:	Target Average Round Trip Delay (per 100km):
Private Circuits (Leased Lines or Ethernet)	3ms
Indirect Access (including ADSL / SDSL)	20ms
Third Party Internet Connection / IPSec Access	N./A

The figures quoted for access circuits in the table above shall apply only to circuits that terminate on an Interoute Core IP Node in the same country as the Customer Premise and shall not apply to International Private Leased Circuit (IPLC) access types.

Across the Interoute Core IP Network, the following Target Average Round Trip Delays shall apply, depending upon the region in which the Core IP Nodes being measured are located. The Target Round Trip Delay between each key region are detailed in the table below:

Core Network RTD Targets	To	Nordic Region	USA	Eastern Europe	Western Europe	Southern Europe	Middle East*
From							
Nordic Region			110ms	50ms	40ms	45ms	200ms
USA		110ms		110ms	90ms	100ms	235ms
Eastern Europe		50ms	110ms		40ms	50ms	190ms
Western Europe		40ms	90ms	40ms		40ms	180ms
Southern Europe		45ms	100ms	50ms	40ms		190ms
Middle East		200ms	235ms	190ms	180ms	190ms	

*Customers purchasing IP VPN services for locations within the United Arab Emirates shall additionally be bound by the provisions contained in Interoute Schedule 2Q

Customers may obtain an end-to-end Target Round Trip Delay value for any combination of VPN sites using an appropriate combination of Local Access and IP Core Network values.

- For Customers purchasing a Wires Only Service, the Target Round Trip Packet Delay will be based upon the regional Core IP Network values indicated above, and will be measured on a per Interoute Core IP Node basis with the results reported for every five (5) minute period on the Interoute hub.
- For Customers purchasing a Fully Managed Service, Round Trip Packet Delay will be measured on an end-to-end basis and results reported for every five (5) minute period on the Interoute hub. The Interoute hub will report upon the total end-to-end Round Trip Delay between any two customer sites as well as providing the individual breakdown of the total figure between Local Access circuits and IP Core Network.

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- Where Average Round Trip Packet Delay is exceeded during any Monthly Review Period, the Customer will be entitled to a Service credit equivalent to 5% of the sum of Monthly Charges for all Customer IP VPN Sites for the Monthly Review Period under consideration. For Customers purchasing the Fully Managed service model, this Service Credit shall apply if either the IP Core Network or the Local Access Circuit Target Round Trip Delay values are exceeded, or both.

5.6. Packet Jitter

- For Customers purchasing the QoS additional feature, Maximum end-to-end Packet Jitter shall not exceed 5ms for traffic within the Priority QoS Class during a Monthly Review Period.
- Packet Jitter will be measured across local access circuits and between Core IP Nodes and shall be reported for every five (5) minute interval on the Interoute hub, shown individually for each Local Access Circuit and between the applicable Core IP Nodes across the Interoute Core IP network.
- In the case of Local Access Circuits provided over xDSL technology, Packet Jitter guarantees shall only apply across the Core IP network and shall not exceed 3ms.
- In the case of a Customer purchasing a Wires Only service, Packet Jitter targets shall only apply across the Core IP network and shall not exceed 3ms.
- Where Maximum end-to-end Packet Jitter is exceeded during any Monthly Review Period, the Customer will be entitled to a Service credit equivalent to 1% of the sum of Monthly Charges for all affected Customer IP VPN Sites for the Monthly Review Period under consideration

5.7. Time to Repair

- Interoute aims to resolve faults causing loss of Service within four (4) hours of reporting, providing access to the affected customer Site is available, if required.
- Where the Time to Repair is exceeded by Interoute for any individual service, the Customer will be entitled to a Service credit equivalent to a percentage of the Monthly Recurring Charge for the affected service that is dependant upon the total amount of time for which the service remains non-operational. Customer sites that are connected to the IP VPN service by means of DSL are not eligible for Service Credits. The Credit for any service (except the IP VPN by means of DSL) is limited during a single monthly period to a maximum of 100% of the Monthly Recurring Charge for that service. The table below summarises the percentage of the Monthly Recurring Charge that the Customer is entitled to in respect of a failure to meet the Time to Repair guarantee:

Total Time to Repair (within hours of reporting): **Service Credits as % of Total Monthly Charges for affected service in the applicable Monthly Review Period:**

Up to 4 hours	0%
Between 4 hours and 8 hours	25%
Between 8 hours and 12 hours	50%
Between 12 hours and 24 hours	75%
Over 24 hours	100%

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5.8. 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.

5.9. Exclusions to Payment of Service Credits

- Service credits will not be payable by Interoute to the Customer in relation to the Agreed Delivery Date, Site 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. E.g. Customer LAN.
 - Any event described in Clause 12 of Interoute's Terms and Conditions (Force Majeure);
 - Any outages or degradation to existing Service that may be the result of Customer requested Service changes or upgrades.
 - A failure by the Customer to give Interoute access to any Interoute provided and maintained Customer Premise Equipment after being requested to do so by Interoute
 - Customer requests to shut down or suspend access to the Internet Central 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 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 any service level breach shall not exceed 100% of the Monthly Charge for the Services provided in the applicable Monthly Review Period.

6. SERVICE CANCELLATION

In addition to the provisions detailed in Schedule 1 "Standard terms and conditions", if all or part of the Service is cancelled or significantly modified prior to the Service Commencement Date, the Customer will be liable for a percentage of the standard Service Installation Charge. Cancellation charges will be based on the following schedule:

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Number of Working Days Before Agreed Delivery Date	Cancellation charge 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%

Additionally, the Customer will be charged all reasonable costs incurred by Interoute for cancelling any applicable third party contracts in respect of the Service, for example, and not limited to, Local Access cancellation charges.

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 customer handover book to be provided on the Service Commencement Date. When reporting a fault, the Customer should identify the affected Site and provide details of the fault.

7.2. 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.

7.3. 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.

7.4. 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. Interoute will effect such outages between the hours of 00:00 and 05:00 GMT Sundays. Interoute's Customer Service Centre will endeavour to provide Customer not less than ten (10) days notice in advance.

8. 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.

9. IPVPN SERVICE CONFIGURATION CHANGES

Should the Customer require changes to be made to the configuration or operation of the service once an IP VPN service has been installed, the Customer must contact Interoute via either Telephone, Fax, email or through the Interoute hub. Configuration and service changes might be carried out free of charge depending on the classification of the change. The

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following table shows all potential IP VPN service changes and whether they are deemed as chargeable items (Major Changes) or whether they are included within the scope of the service (Minor Changes): All Minor Changes that are applicable to the Fully Managed IP VPN service are shown in the Fully Managed Minor Change column whilst all Minor Changes applicable to Wires Only IP VPN services are shown in the Wires Only Minor Change column.

Types of Modifications *	Major Change	“Fully Managed” Minor Change	“Wires Only” Minor Change
Add an IPVPN site to an existing network	X		
Delete an MPLS site	X		
Move a MPLS site	X		
Add Internet Central	X		
Add Off-net access	X		
Adding Remote Access	X		
Upgrade of Bandwidth	X		
Downgrade of Bandwidth	X		
Add CoS to existing site(s)	X		
Changes to parameters in existing CoS (per site)		X	X
Adding for Network Address Translations (NAT) (Internet Central)		X	
Changing NAT (Internet Central)		X	
Remove NAT (Internet Central)		X	
Add/Change SNMP Read Access		X	
Add/Change/Remove DHCP		X	
IP Address Change (LAN) (per site)		X	
IP Address Change Remote Access (per site)		X	
Cycling shared security secret for Remote Access users		X	
Adding/changing/removing a static route (per site)		X	X
Add/ Change/ Delete Firewall Rules for existing firewall customer		X	
Providing Firewall Log files to Internet Central customers		X	
DNS registration**		X	X
DNS record change e.g. MX record		X	X
RADIUS changes for Remote Access or Internet Central		X	
Supply additional router cable		X	

Where the Customer requests a minor change to be carried out on their IPVPN service, and where all of the relevant information is provided by the Customer to Interoute, Interoute will endeavour to complete all minor changes within three (3) working days from receiving such requests.

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10. **RESPONSIBILITY OF CUSTOMER EQUIPMENT AND ASSOCIATED SOFTWARE**

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

11. **LIABILITY**

11.1 The provision of Service Credits shall be the sole and exclusive remedy for the failure to meet targets for IP VPN Service(s). Interoute shall have no additional liability to the Customer. The Customer hereby accepts that the total liability of Interoute in relation to the IP VPN Service(s) shall be limited to those provisions as set out in this Schedule. In addition to this clause, the Customer hereby agrees to use its best endeavours to mitigate and minimise any losses that arise from this Agreement.

11.1 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, breach of this Agreement or any negligent or wrongful act of the Customer.