

schedule 2P

additional terms for Inbound Access services

1. SERVICE DESCRIPTION

The Interoute Inbound Access Service provides inbound telephone numbers for the support of Customer Virtual Private Network(s), allowing the Customer to self-provide telecommunication services (the "Service").

2. DEFINITIONS

"Additional Terms" means this Schedule forming part of the Master Agreement, which describes the Products and/ or Services to be provided by Interoute.

"Applicable Regulator" means any governmental or other regulatory body that is responsible for the regulation of numbers or services provided by Interoute to the Customer under this Agreement.

"Interoute Licence" means Interoute's licence, authorisation, or permit obtained from the Applicable Regulator.

"National Numbering Plan" means the applicable national numbering plan in the country where the relevant numbers are sourced from.

"Numbers" means the geographic and non geographic national fixed numbers described in Clause 3 below.

"VPN" means a network that uses a public telecommunication infrastructure, such as the Internet, to provide remote offices or individual users with secure access to their organization's network.

"User" means the actual user of the Service.

Other capitalised words have the meanings set out in the Master Agreement Schedule 1 (Interoute's Standard Terms and Conditions).

3. SERVICES TERMS

3.1 Interoute shall make available to Customer:

- a) geographic national fixed numbers to enable Customer access to its VPN, and/or
- b) non geographic numbers for the provision of conferencing and other network based VPN services

in order for the Customer to self-provide telecommunication services. The details of the number range(s) and location(s) shall be as set out in the Purchase Order. The Customer may request Interoute to allocate it with additional numbers from time to time by executing a Change Order.

3.2 The Customer agrees that Interoute's allocation shall not constitute any transfer of the Numbers, or any property or other rights in such Numbers, to the Customer and that Interoute may withdraw or reallocate the Numbers if it is reasonable to do so or if:

- a) no traffic is being routed through the Numbers for a period of six (6) consecutive months;
- b) the Customer is in breach of its obligations under this Agreement;
- c) this Agreement is terminated;
- d) such action is required pursuant to any change in the relevant National Numbering Plan;
- e) it is necessary to do so to optimise efficient switch usage (in which case alternative numbers will be allocated and Interoute shall work with the Customer to minimise the impact upon the Customer of such reallocation); or
- f) if directed or recommended to do so by the Applicable Regulator or any other regulatory body.

Interoute shall use its reasonable commercial endeavours to give prior notice to the Customer if it intends to withdraw or reallocate any Number pursuant to this Clause.

3.4 Customer shall not use or allow the use of the Service for any improper, immoral, offensive, fraudulent, illegal or unlawful purpose or to make nuisance communications. Interoute reserves the right to suspend the provision of the Service upon written notice to Customer in the event that Customer is in breach of this Clause 3.4, as determined by Interoute at its sole discretion.

3.5 The Customer shall comply with all reasonable instructions of Interoute in relation to the Service where compliance is necessary to ensure compliance with any guideline, instruction or recommendation given to Interoute by the Applicable Regulator.

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- 3.6 Interoute may temporarily suspend the provision of the Service for urgent operational reasons or in the event of an emergency. Interoute shall provide the Customer with as much notice as reasonably possible for any such suspension.
- 3.7 Interoute (without prejudice to its other rights) may terminate the Service immediately if the Interoute Licence expires or is revoked, in which event Interoute shall give to the Customer the maximum period of notice of termination practicable in the circumstances.
- 3.8 The Service shall only be used by the Customer, as defined in the Purchase Order. In the event that the Customer is found to be or Interoute reasonably believes that the Customer is selling, offering, re-supplying, providing or otherwise making the Service (or any part thereof) available to any third party, either directly or indirectly, Interoute reserves the right to immediately suspend the provision of services without any notice and liability thereof to the Customer.
- 3.9 Customer acknowledges that certain jurisdictions do not allow the Numbers to be used on a nomadic basis. Interoute disclaims any liability arising out or in connection with the nomadic use of the Numbers by the Customer or any User. Furthermore, Customer acknowledges that, in the event the Numbers are used on a nomadic basis, emergency services may not be able to geographically locate the Number and the provision of such emergency services may therefore be restricted or limited.
- 3.10 Customer shall inform any user of the Service of the limitations set out in Clause 3.9 above. Customer shall indemnify and hold harmless Interoute against all actions, losses, costs, damages, awards, expenses, fees (including legal fees incurred and/or awarded against Interoute) proceedings, claims or demands brought or threatened against Interoute by a third party in any way connected with the limitations in relation to emergency service in Clause 3.9 above. Customer shall also provide Interoute with full authority, information and assistance as is reasonably necessary for the defence, compromise or settlement of such claim.

4. CHARGES

4.1 Charges payable by the Customer

The Customer shall pay such installation, monthly recurring or other charges defined in the Purchase Order.

4.2 Payment Terms

All Charges shall be payable in accordance with Schedule 1 of this Master Agreement.

5. LIMITATION OF LIABILITY

NOTWITHSTANDING CLAUSE 10.4 OF SCHEDULE 1 OF THIS AGREEMENT, INTERROUTE'S LIABILITY FOR ANY CLAIM, LOSS, EXPENSE, OR DAMAGE IN RELATION THE PROVISION OR USE OF THE SERVICE DESCRIBED IN THESE ADDITIONAL TERMS, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE CHARGES PAYABLE BY THE CUSTOMER FOR THE SERVICE DURING THE PRECEDING TWELVE (12) MONTHS (OR ANY OTHER SHORTER PERIOD IF THE AGREEMENT HAS BEEN IN FORCE FOR LESS THAN TWELVE (12) MONTHS).