

Schedule 2x

Additional terms for Interoute Application Management

1. SERVICE DESCRIPTION

1.1. Scope of Interoute Application Management Services

- 1.1.1. Interoute Application Management comprises the following managed services for application and database software:
- a) Application Management On-Boarding Service;
 - b) Incident Management;
 - c) Customer Request Fulfilment;
 - d) Patch Management; and
 - e) Consulting Services,
- (each a “**Service**” and together the “**Services**”).
- 1.1.2. A list of the software already supported by Interoute can be located at www.interoute.com/legal (*Supported Software for Interoute Database & Application Management Services*). Any other software which requires support must be outlined in Annex 2 (Additional Support Software) of this Schedule 2X. All software, whether listed on Interoute’s website or in Annex 2 (Additional Support Software), which is to be supported by Interoute under this Agreement must be detailed in the relevant Purchase Order (“**Supported Software**”).
- 1.1.3. The following areas are deemed to be outside of the scope of this Schedule:
- a) password control and management;
 - b) desktop hardware and software;
 - c) printer availability and support;
 - d) user training; and
 - e) major system upgrades.
- 1.1.4. The following areas are the responsibility of the Customer unless Interoute Application Management is being delivered in combination with an Interoute Hosting Service, in which case schedule 2H will apply:
- a) hardware availability and support;
 - b) operating system availability and support; and
 - c) network availability and support.

Interoute Application Management can be provided on a range of platforms. If the solution is provided on an Interoute Hosting Service, then this will be described in Schedule 2H. If the solution is provided on a Customer Managed Platform, then this Schedule 2x shall apply on a standalone basis.

2. DEFINITIONS

In this Schedule, capitalised terms shall have the meaning ascribed to them below:

Schedule 2x

Additional terms for Interoute Application Management

“Additional Charges” means the Charges payable in accordance with this Schedule 2X;

“Application Management On-Boarding Service” means the application management on-boarding Service provided by Interoute pursuant to this Schedule 2X;

“Consulting Day” is a Working Day dedicated to Consulting Services pursuant to clause 6.3 of this Schedule 2X;

“Consulting Service” means the consulting Service provided by Interoute pursuant to this Schedule 2X;

“Customer Managed Platform” means hardware and any associated operating system or virtualization software that is owned by the Customer. This may be located on a Customer Site, third party data centre or Interoute Site;

“Customer Request Fulfilment” means a request from a Customer for information, advice, standard changes or for access to a Service;

“Customer Request Ticket” means a case opened by the Customer for the purposes of Customer Request Fulfilment and investigated by the Interoute Customer Service Centre;

“Data Controller” has the meaning set out in the EU Data Protection Directive 95/46/EC and all applicable national implementing legislation;

“Data Processor” has the meaning set out in the EU Data Protection Directive 95/46/EC and all applicable national implementing legislation;

“Database Log-on Account” means a database account with administrative level access;

“Event” means when any monitored component of the Supported Software is not operating pursuant to its standard functionality, as identified by a Monitoring Agent and indicated by alerts on Interoute’s monitoring systems;

“Hosting Management System” means Interoute’s hosting integrated Incident management system;

“Incident” means an unplanned interruption to a Service or deterioration in the normal quality of a Service;

“Incident Management” means the Incident management Service provided by Interoute pursuant to this Schedule 2X to investigate an Event or Incident;

“Initial Response” means the period of time beginning when the Customer raises a Ticket and ending when Interoute provides an email or telephone response to the designated Customer contact

“Interoute Managed Platform” means hardware and any associated operating system or virtualization software that is owned by Interoute and contracted for delivery under Schedule 2H;

“Monitoring Agent” means software deployed on a Customer server to support Event monitoring;

“Patch Management” means the patch management Service provided by Interoute pursuant to the Patching Schedule and this Schedule 2X;

“Patching Schedule” means an agreed and documented plan detailing the policy and procedure for implementing software patches;

“Personal Data” has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which the Company is the Data Controller and in relation to which the Processor is providing services under this agreement;

Schedule 2x

Additional terms for Interoute Application Management

“Processing” and **“process”** have the meaning set out in section 1(1) of the Data Protection Act 1998.

“Professional Services Acceptance Form” means the form provided by Interoute to the Customer indicating completion of the Consulting Services;

“Resolution Time” means the time between opening a Trouble Ticket to the time a successful solution has been notified to the Customer;

“Server Log-on Account” means a domain account with administrative level access for Interoute;

“Severity Level” shall have the meaning prescribed in clause 0 of this Schedule 2X;

“Support Level” means the level of support purchased by the Customer as set out in a Purchase Order;

“Target Resolution Time” means in relation to Service Levels for a Ticket raised under this Schedule 2x, the length of time, commencing immediately following the Initial Response, by which Interoute shall make reasonable endeavours to resolve a Ticket by;

“Ticket” means a Trouble Ticket and/or Customer Request Ticket; and

“Trouble Ticket” means a case opened by the Customer for the Interoute Customer Service Centre to investigate an Event or Incident.

Any other capitalised terms have the meaning set out in Schedule 1.

3. CUSTOMER RESPONSIBILITIES

3.1. Availability and Support Responsibilities

- 3.1.1. The Customer shall be responsible for ensuring the availability of its hardware, operating system and network, and for procuring any associated support unless the Customer is procuring Interoute Managed Hosting Services in relation to the Services under this Agreement in which case Interoute shall bear such responsibility to the extent outlined in Schedule 2H (*Service Level Agreement & Terms for Managed Hosting Services*).

4. APPLICATION MANAGEMENT ON-BOARDING SERVICE

4.1. Overview

- 4.1.1. Application Management On-Boarding Services are available for:
- a) on-boarding on a Customer Managed Platform; or
 - b) on-boarding on an Interoute Managed Platform.
- 4.1.2. The Application Management On-Boarding Service will be supplied along with any other Services the Customer elects to purchase under this Schedule 2x. Interoute shall provide the Application Management On-Boarding Services through its Consultancy Services, as governed by clauses 4.2 and 6.
- 4.1.3. Unless specified otherwise in a Purchase Order, in order to provide Services Interoute shall require access to:
- a) Server Log-on Accounts;

Schedule 2x

Additional terms for Interoute Application Management

- b) Database Log-on Accounts; and
 - c) servers supporting Monitoring Agents.
- 4.1.4. Without prejudice to clause 4.1.3, Interoute shall also require from the Customer:
- a) a management server hosting Interoute's Monitoring Agent when the Service is being delivered on a Customer Managed Platform;
 - b) port 443 to be opened on the Customer firewall to support monitoring alerts;
 - c) access to a Customer provided SMTP service to support a secondary alert mechanism; and
- 4.1.5. Interoute requires a consistent connection to support the delivery of Services to the Customer Managed Platform. This may be facilitated by:
- a) the Customer purchasing additional Interoute network services under Schedule 2G (IP VPN service); or
 - b) the Customer terminating a site-to-site IPsec VPN into the Interoute network, in which case any Interoute will not be responsible for any Service failures caused by IPsec VPN network issues and Service Levels relating to connectivity shall not apply.

4.2. Consulting Services

- 4.2.1. Consultancy Services are required for any Application Management On-Boarding Service in order to address a range of development, design, configuration and upgrade requirements. Such Consulting Services shall be governed by clause 6 below.

4.3. Additional Charges

- 4.3.1. Where the Application Management On-Boarding Service supports technology on servers which are owned, managed or installed by the Customer, the Customer shall pay Interoute a non-recurring Charge for Interoute to inspect the Customer Site ("**On-Boarding Inspection**"). Following an On-Boarding Inspection, Interoute will provide the Customer with:
- a) written notice of any identified problems in relation to the Customer Site; and
 - b) a list of recommendations and a timeframe for rectifying such problems and the accompanying quote(s) outlining what Charges apply for carrying out such rectification(s).
- 4.3.2. If the recommendations under clause 4.3.1 have not been implemented within the specified timeframe, Interoute reserves the right to either:
- a) amend the scope of the Services and/or amend the Charges; or
 - b) terminate the Purchase Order (or part thereof) relating to the Services for which such recommendations apply.

Schedule 2x

Additional terms for Interoute Application Management

5. MAINTENANCE AND SUPPORT

5.1. Support Levels

5.1.1. For Supported Software as part of the Services, the Customer can choose from three levels of support, namely:

- a) *Assist*;
- b) *Managed*; and
- c) *Comprehensive*.

The Support Level chosen by the Customer shall be stated in a Purchase Order.

5.1.2. Interoute shall:

- a) prioritise all Tickets based on its reasonable assessment of the severity level of the problem reported; and
- b) respond to all Tickets in accordance with the response times specified in the tables set out below:

		<i>Assist Support Level</i>	<i>Managed Support Level</i>	<i>Comprehensive Support Level</i>
Support Approach		Reactive	Proactive	Proactive
Service Hours		Working Day	24x7x365	24x7x365
Response and Resolution Times				
Severity 1 Issue or change	Initial Response	4 hours (<i>Working Day</i>)	30 minutes	30 minutes
	Target Resolution Time	99% within 8 Hours (<i>Working Day</i>)	99% within 5 Hours	99% within 5 Hours
Severity 2 Issue or change	Initial Response	4 hours (<i>Working Day</i>)	2 hours (<i>Working Day</i>)	2 hours (<i>Working Day</i>)
	Target Resolution Time	99% within 8 Hours (<i>Working Day</i>)	99% within 8 Hours (<i>Working Day</i>)	99% within 8 Hours (<i>Working Day</i>)
Severity 3 Issue or change	Initial Response	4 hours (<i>Working Day</i>)	4 hours (<i>Working Day</i>)	4 hours (<i>Working Day</i>)
	Target Resolution Time	99% within 8 Hours (<i>Working Day</i>)	99% within 8 Hours (<i>Working Day</i>)	99% within 8 Hours (<i>Working Day</i>)
Additional Services				
	Event Monitoring	None	Included	Included
	Trouble Tickets	Limited	Uncapped	Uncapped
	Customer Request Tickets	Limited	Limited	Uncapped
	Patch Management	Not Included	Included	Included
	Consulting Services	Not Included *	Not Included *	Included (Limited)

** Consulting Days need to be purchased separately in addition to the Support Level purchased.*

Assist Support Level

The provisions of clause 5.1.3 to 5.1.7 only apply where Customer has purchased the Assist Support Level.

- 5.1.3. **Overview** - *Assist* is a basic Support Level whereby support is only provided on a reactive basis when a Ticket is raised. Under the *Assist* Support Level, Interoute, at its sole discretion, may choose to monitor any Customer Equipment, Licensed Software or other Customer software relating to Services, for the purpose of assisting in the troubleshooting of Events or Incidents.
- 5.1.4. **Service Entitlement** – The Customer is only entitled to raise Tickets up to the maximum number per Supported Software as stated in Annex 1 (Customer Entitlements) of this Schedule 2X or a Purchase Order. Unless stated otherwise in a Purchase Order:
- a) the maximum number of tickets relates to the specified Supported Software and may not be utilised for other purposes; and
 - b) Tickets are prorated into annual allocations over the Term of the Agreement and each allocation must be used within the twelve (12) month period corresponding with such allocation.
- 5.1.5. **Service Hours** – Interoute shall have no obligation to respond to Tickets outside of the hours of a Working Day, even if the Ticket relates to a Severity Level 1 (Critical) or Severity Level 2 (Major) Event or Incident.
- 5.1.6. **Response Times** - Interoute will respond to Tickets that have a Critical or Major Severity Level with the same standard of care as Tickets with a Standard Severity Level. Therefore, the response and Resolution Times for all Tickets, regardless of severity, will be handled as Severity Level 3 (Standard). The Initial Response and Target Resolution Time for the *Assist* Support Level shall be governed, as applicable, by clauses 5.1.2, 5.2 and 5.3.
- 5.1.7. **Event or Incident Reporting** - Any suspected Events or Incidents should be reported to the Interoute Customer Service Centre pursuant to clause 5.5.

Managed Support Level

The provisions of clause 5.1.8 to 5.1.14 only apply where Customer has purchased the Managed Support Level.

- 5.1.8. **Overview** - The *Managed* Support Level:
- a) vests the day-to-day responsibility for managing the Supported Software on Interoute and with Interoute providing proactive support for Events and Incidents;
 - b) has a limitation on the number of Customer Request Tickets that can be raised; and
 - c) permits Interoute, at its sole discretion, to (i) deploy Monitoring Agents pursuant to clause 5.1.12, and (ii) define the monitoring variables as it sees fit in order to provide proactive support.
- 5.1.9. **Service Entitlement** - No monthly limit is placed on the number of Trouble Tickets which the Customer can raise. However, the Customer is only entitled to raise as many Customer Request Tickets as stated in Annex 1 (Customer Entitlements) of this Schedule 2X or a Purchase Order. **Customer Request Tickets** and **Trouble Tickets** are prorated into annual allocations over the Term of the Agreement and each allocation must be used within the twelve (12) month period corresponding with such allocation.

Schedule 2x

Additional terms for Interoute Application Management

- 5.1.10. **Service Hours** – Interoute shall provide support for all Tickets with a Critical Severity Level on a 24x7x365 basis. For Tickets with a Severity Level less than Critical, Interoute shall only provide support during a Working Day.
- 5.1.11. **Response Times** – The Initial Response and Target Resolution Time for the *Managed* Support Level shall be governed, as applicable, by clauses 5.1.2, 5.2 and 5.3.
- 5.1.12. **Monitoring** - Unless otherwise agreed in Annex 1 (Customer Entitlements) of this Schedule 2X or in a Purchase Order, Interoute shall deploy a Monitoring Agent on any applicable Customer server. If the Customer requires any bespoke monitoring services, including, but not limited to, non-standard threshold definition or root cause analysis configuration, Additional Charges will apply based on the engineering time required for such bespoke services.
- 5.1.13. **Patching** – Interoute shall provide Patch Management Services pursuant to clause 5.4.
- 5.1.14. **Event or Incident Reporting** - Any suspected Events or Incidents should be reported to the Interoute Customer Service Centre pursuant to clause 5.5.

Comprehensive Support Level

The provisions of Clause 5.1.15 to 5.1.21 only apply where Customer has purchases the Comprehensive Support Level

- 5.1.15. **Overview** - The *Comprehensive* Support Level:
 - a) vests the day-to-day responsibility for managing the Supported Software on Interoute and with Interoute providing proactive support for Events and Incidents;
 - b) subject to clause 5.3.2 in relation to Customer Request Tickets, offers proactive support with no limitation on the number of Tickets that can be raised by the Customer;
 - c) permits Interoute, at its sole discretion to (i) deploy Monitoring Agents pursuant to clause 5.1.12, and (ii) define the monitoring variables as it sees fit in order to provide proactive support; and
 - d) subject to clause 4.2, grants the Customer an entitlement to Consulting Days, the number of which shall be specified under Annex 1 (Customer Entitlements) of this Schedule 2X or a Purchase Order.
- 5.1.16. **Service Entitlement** - No monthly limit is placed on the number of Tickets which the Customer is entitled to raise during the Term of the Agreement. The *Comprehensive* Support Level package includes a pre-agreed number of consultancy days per annum which called be used by the Customer during the Term pursuant to clause 6.
- 5.1.17. **Service Hours** – Interoute shall provide support for all Tickets with a Critical Severity Level on a 24x7x365 basis. For Tickets with a Severity Level less than Critical, Interoute shall only provide support during a Working Day.
- 5.1.18. **Response Times** – The Initial Response and Target Resolution Time for the *Comprehensive* Support Level shall be governed, as applicable, by clauses 5.1.2, 5.2 and 5.3.
- 5.1.19. **Monitoring** – Monitoring shall be performed pursuant to clause 5.1.12.
- 5.1.20. **Patching** - Interoute shall provide Patch Management Services pursuant to clause 5.4.

Schedule 2x

Additional terms for Interoute Application Management

- 5.1.21. **Event or Incident Reporting** - Any suspected Events or Incidents should be reported to the Interoute Customer Service Centre pursuant to clause 5.5.

5.2. Incident Management

Overview

- 5.2.1. Incident Management helps provide solutions to Trouble Tickets. Any amendments to the scope of Incident Management as outlined in this clause 5.2 shall be stated in Annex 1 (Customer Entitlements) or a Purchase Order.

Service Entitlement

- 5.2.2. Depending on the impact an Event or Incident has on the Service, each Event or Incident is categorized pursuant to clause 5.2.4 into one of three severity levels: severity level 1 (Critical), severity level 2 (Major) or severity level 3 (Standard) (each a “**Severity Level**” or, together, the “**Severity Levels**”).
- 5.2.3. Any Events or Incidents relating to a security incident which requires post-restoration investigation are considered out of scope for the Incident Management Service and will require additional Consulting Services to be purchased pursuant to clause 4.2.
- 5.2.4. Each Severity Level is categorized as follows:

Severity Level	Situation
1 – Critical	<ul style="list-style-type: none">Database or application inaccessible.There is a critical need and a total inability to deliver or use a required business function of a Service.
2 – Major	<ul style="list-style-type: none">Database or application component degraded.A database, system, component or application is not available but a temporary fix may be available.Where there is not a critical need to resolve but there is an impact to the delivery or use of the Service.
3 – Standard	<ul style="list-style-type: none">Where there is not a critical need and no impact to the delivery or use of the Service.

- 5.2.5. **Response Times** – The response time corresponding to each Severity Level is outlined in clause 5.1.2.

Service Hours

- 5.2.6. Depending on the Support Level purchased and the Severity Level, Incident Management is available either on:
- a) **an unlimited basis** : Interoute will provide support on a 24x7x365 basis; or

- b) **a Working Day basis:** Interoute will provide support during a Working Day only. Events and Incidents, regardless of their Severity Level, will only be investigated during these hours.

5.3. Customer Request Fulfilment

Overview

- 5.3.1. Subject to the provisions of this clause 5.3, Customer is entitled to raise Customer Request Tickets for Customer Request Fulfilments as part of the Services.
- 5.3.2. The Customer will be liable to pay Additional Charges for any Customer Request Tickets which are raised that are not on the Customer Request Fulfilment list, unless specified otherwise in Annex 1 of this Schedule 2X or a Purchase Order.

Service Hours

- 5.3.3. Interoute shall only provide support for Customer Request Tickets during a Working Day as outlined in clause 5.1.2.

5.4. Patch Management

The provisions of this Clause 5.4 only apply where Customer has purchases the Patch Management Service.

Overview

- 5.4.1. If the Customer is receiving *Managed* Support Level or *Comprehensive* Support Level Services, subject to this clause 5.4.1, the Parties shall agree on a Patching Schedule and Interoute shall provide Patch Management Services.
- 5.4.2. If Interoute is providing Patch Management services for web servers (e.g. IIS or Apache) or applications (Active Directory or Terminal Services), this shall be governed by a Patching Schedule agreed between the Parties pursuant to the Managed Operating System Service under Schedule 2H.

Service Entitlement

- 5.4.3. Interoute shall be responsible for:
 - a) providing suitable engineering resources to meet the agreed Patching Schedule;
 - b) testing and implementing any requested patches to resolve any Events or Incidents; and
 - c) seeking the prior consent of the Customer before implementing any new patches.
- 5.4.4. Interoute will also make reasonable endeavours to respond to and resolve Customer Request Tickets:
 - a) in relation to any security vulnerability which poses a risk to the Customer Managed Platform;
 - b) in relation to any Event or Incident; and
 - c) at least once every three (3) months from the Ready for Service Date, in relation to any other relevant patches which may be requested by the Customer.
- 5.4.5. The Customer shall be responsible for:

Schedule 2x

Additional terms for Interoute Application Management

- a) agreeing a Patch Schedule including maintenance windows with Interoute;
 - b) raising any Customer Request Tickets for patching;
 - c) providing Interoute with a Customer Managed Platform test environment deemed suitable by Interoute; and
 - d) providing its consent, not to be unreasonably withheld or delayed, to the implementation of any new patches by Interoute.
- 5.4.6. Interoute shall not be liable to the Customer (including, without limitation, to meet Service Level obligations) if the Customer fails to agree to Planned Outage windows or provide a test environment in accordance with the agreed Patching Schedule.

Service Hours

- 5.4.7. Subject to clause 5.4.8, Patch Management Services shall be performed during Working Days only.
- 5.4.8. For Patch Management Services performed outside of a Working Day (including any part thereof), an Additional Charge shall be applied pursuant to clause 8.

5.5. Incident Reporting and Management

Overview

- 5.5.1. Interoute's Customer Service Centre is the primary point of contact for any problem or request related to the Interoute Application Management On-Boarding Service. The Customer Service Centre will use reasonable endeavours to ensure that any Tickets are investigated as quickly as possible.

Incident Reporting and Obligations of Customer

- 5.5.2. The Customer should raise Tickets to the Customer Service Centre by following the procedure detailed in the Service Handover Document which will be provided on the Ready for Service Date. The Customer shall be provided with access to My Services pursuant to Schedule 1 of this Agreement.
- 5.5.3. The Customer Service Centre can be contacted via My Services, phone or email and it is supported in English, German and French. When contacting the Customer Service Centre, the following information should be provided by Customer:
- a) Customer name;
 - b) Interoute Account Number as set out in the Service Handover Document;
 - c) Service Identifier (SID) as set out in the Service Handover Document;
 - d) description of the issue including the Service which has been affected;
 - e) subject to clause 5.5.4, contact name; and
 - f) contact telephone number & e-mail.
- 5.5.4. In the interest of security, Customer Service Centre will only accept Customer Request Tickets from nominated individuals within the Customer organisation as defined in the Service Handover Document.

Service Hours

- 5.5.5. The Customer Service Centre is available 24x7x365, although this is without prejudice to the Initial Response, Target Response Time and accompanying Service Levels outlined in this Agreement.

6. CONSULTANCY SERVICES

6.1. Overview

- 6.1.1. Interoute provides Consultancy Services to address a range of development and upgrade requirements for the Services.
- 6.1.2. Basic Consultancy Services are included as part of the *Comprehensive* Support Level package as outlined in clause 5.1.15(d). If the Customer has not purchased the *Comprehensive* Support Level package or requires additional Consultancy Services (for example, in the event that a Ticket requires Consultancy Services) Consultancy Services shall be entered into pursuant to a Purchase Order.

6.2. Obligations of Customer

- 6.2.1. The following provisions shall apply to Consulting Services:
- a) the Customer shall sign a Statement of Work ("**SOW**") provided by Interoute which includes (i) an estimate of how many days are required to complete the specified tasks and (ii) a timetable for completing the specified tasks;
 - b) the Customer shall pay Interoute for those Consultancy Services specified in the SOW in accordance with the Purchase Order unless and to the extent that the Customer has purchased the *Comprehensive* Support Level package and the number of consultancy days required does not exceed the entitlement of Consulting Days allocated to the Customer in such *Comprehensive* Support Level package;
 - c) the timetable may be amended at any time by written agreement between the Parties provided that if the Customer cancels an appointment with less than forty-eight (48) hours' notice, the Customer shall not be entitled to have such appointment rearranged and Interoute shall not be required to reimburse the Customer for such cancelled appointment. The Customer accepts that this is a reasonable pre-estimate of Interoute's loss and this does not constitute a penalty; and
 - d) upon completion of the Consulting Services, the Customer shall sign a Professional Services Acceptance Form, failing which, unless Interoute receives written notification stating otherwise from the Customer within two (2) Working Days of such completion, the Customer shall be deemed to have accepted that all work has been carried out satisfactorily in accordance with the SOW.
- 6.2.2. If the Consulting Services require Interoute to attend a Customer Site, the Customer shall:
- a) protect the health and safety of the Interoute personnel whilst on the Customer Site, including, without limitation, ensuring the presence or availability of an appropriate Customer representative during such visits; and
 - b) provide Interoute with access to Customer Equipment (including, without limitation, its computers) as Interoute requires for the provision of the Consulting Services and if insufficient access to the Customer Equipment is provided, Interoute shall not be obliged to perform the Consulting Services and may, in Interoute's sole discretion, charge the Customer for any costs and expenses reasonably incurred by Interoute as a result of trying to provide the Consulting Service.

6.3. Service Entitlement

- 6.3.1. Unless otherwise agreed in writing between the Parties, a Consulting Day is comprised of seven hours within any given Working Day and the Customer shall not be entitled to receive any deduction, refund or compensation for Consulting Services which are completed in less than an entire Working Day.

6.4. Service Hours

- 6.4.1. Subject to clause 6.4.2, Consulting Services shall be performed during Working Days only.
- 6.4.2. For Consulting Services performed outside of a Working Day (including any part thereof), an Additional Charges shall be applied pursuant to clause 8.

6.5. Additional Charges

- 6.5.1. If the Consulting Services require Interoute to attend a Customer Site, unless otherwise agreed in the SOW, the Customer shall incur Additional Charges relating to travel, subsistence and accommodation.

7. SERVICE LEVELS

7.1. Measurement

- 7.1.1. The measurement of response times:
- a) begins from the time a Ticket is raised; and
 - b) ends when Interoute provides an Initial Response.
- 7.1.2. The Service Levels are measured over a three (3) month rolling period.
- 7.1.3. Where:
- a) further information is requested from the Customer by Interoute; or
 - b) the Ticket is forwarded to a third party in order to obtain any further information or clarification relating to the Ticket,
- the measurement of the Service Level response time and Target Resolution Time shall be suspended until Interoute receives sufficient information to investigate the Ticket.
- 7.1.4. For Tickets where support is only provided during a Working Day, the measurement of the Service Level response time and Target Resolution Time shall be suspended during the time periods outside of a Working Day.

7.2. Liability

- 7.2.1. Interoute shall use reasonable endeavours to achieve the Service Levels set out in this Agreement.

8. CHARGES

8.1. Charges Payable by the Customer

- 8.1.1. Charges for the Service typically comprises an initial on-boarding Installation Charge, a Monthly Charge and any Additional Charges.
- 8.1.2. Unless otherwise agreed between the Parties in this Agreement and subject to this Schedule 2x, Charges for Services and any other applicable Additional Charges will be invoiced in accordance with the terms specified in Schedule 1 of this Agreement.

8.2. Additional Charges

- 8.2.1. Unless agreed otherwise between the Parties in writing, any Additional Charges will be charged at the rates set out in Annex 3 (Additional Charges).
- 8.2.2. In addition to clause 8.2.1 above, any additional work agreed outside of a Working Day, as set out in Annex 3 (Additional Charges), will incur an hourly Additional Charge.

9. DATA PROCESSING

9.1. Data Processor's Obligations

- 9.1.1. The Customer and Interoute acknowledge that for the purposes of the Data Protection Act 1998, the Customer is the Data Controller and the Data Processor is Interoute in respect of any Personal Data.
- 9.1.2. The Data Processor shall process Personal Data only in accordance with the Customer's instructions from time to time and shall not process Personal Data for any purpose other than those authorised by the Customer.

9.2. Data Processor's Employees

- 9.2.1. The Data Processor shall take reasonable steps to ensure the reliability of all its employees who have access to Personal Data.

9.3. Warranties

- 9.3.1. Each party warrants to the other that it will process Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 9.3.2. The Data Processor warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:
 - a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the data to be protected, and
 - b) take reasonable steps to ensure compliance with those measures.

Schedule 2x

Additional terms for Interoute Application Management

9.4. Liability

- 9.4.1. The Customer acknowledges that the Data Processor is reliant on the Customer for direction as to the extent to which the Data Processor is entitled to use and process Personal Data. Consequently, the Data Processor will not be liable for any claim brought by an individual who is the subject of Personal Data arising from any action or omission by the Data Processor, to the extent that such action or omission resulted directly from the Customer's instructions.

Schedule 2x

Additional terms for Interoute Application Management

ANNEX 1

CUSTOMER ENTITLEMENTS

Ticket Entitlement

- Number of **Trouble Tickets** to be purchased by the Customer: [• / As outlined in the Purchase Order]
- Number of **Customer Request Tickets** to be purchased by the Customer: [• / As outlined in the Purchase Order]

Consulting Days Entitlement for the *Comprehensive Support Level*

- Number of **Consulting Days** the Customer is entitled to under the ***Comprehensive Support Level***: [• / As outlined in the Purchase Order]

Schedule 2x

Additional terms for Interoute Application Management

ANNEX 2

ADDITIONAL SOFTWARE SUPPORT

Customer requires support for the following software which is not included in the list, located at www.interoute.com/legal (Supported Software for Interoute Database & Application Management Services), of software already supported by Interoute:

-
-
-
-
-

All software, whether listed on Interoute's website or in Annex 2, which is to be supported by Interoute under this Agreement must be detailed in the relevant Purchase Order.

Schedule 2x

Additional terms for Interoute Application Management

ANNEX 3

ADDITIONAL CHARGES

- 1) Additional Charges will be charged at the following rates:

Additional day for Consulting Services	€1,250 (exc. VAT)
Additional Incident Ticket	€500 (exc. VAT)
Additional Customer Request Ticket	€500 (exc. VAT)

- 2) In addition, any additional work agreed outside of a Working Day will incur an Additional Charge of €250 (exc. VAT) per hour up to a maximum Charge of four (4) hours per calendar day.