



Additional Terms For Dedicated Private Network Services

Schedule 2M



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SERVICE DESCRIPTION

The Interoute Dedicated Private Network (DPN) Service comprises of dedicated fibre and optical equipment to the customer. The network topology and services are bespoke tailored designs to meet customer requirements.

1. DEFINITIONS

“Customer Committed Date” means the date assigned by Interoute for the delivery of the Service. Interoute shall communicate this date to the Customer after a signed order form has been accepted by Interoute;

“Core Network” Means the aggregation of Circuits deployed at any specific time during the agreement but specifically excluding any local tails or further breakout from the network.

“Core Site” Means the meet me room in the sites identified as Core Sites or Customer Premise in Appendix 1 of this Schedule

“Drop” means the ingress or egress of capacity onto/off the Core Network

“Initial Capacity” means the DPN capacity requested at the time of the initial order as described in Appendix 1.

“Interoute Demarcation Point” means the edge of the Interoute Network that signifies the physical or logical boundary between the Interoute Network and 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.

“Network Distance” means the distance between the two Interoute Network Termination Points based on agreed routing measured in Kilometres (KMs). The Network Distance for each Circuit is set out in Appendix 1 of this Schedule.

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

“DPN Services” or “Service(s)” means capacity presented as DPN Circuits as further defined within this Schedule.

“DPN Circuit” or “Circuit” means WDM (Wavelength Division Multiplexing) based circuits which transparently transport the bit rate corresponding to the interfaces used deployed across the DPN and is that part of the end-to-end connection between the Customer Premises that is carried on Interoute-owned network equipment monitored and managed by Interoute.

“Protected” means a service configured across network paths that have sufficient means of switching to an alternate path in order to maintain or restore the Service in the event of a service interruption of the Service to be considered by Interoute protected. The “Protected Circuit Service Availability” Service Level shall apply to a Service identified as “Protected” in this Agreement

“Subsequent Capacity” means the DPN Capacity requested to be deployed at a time after the delivery of the initial Capacity.

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“Unprotected” means a service configured wholly or partly across an unprotected network path that has no means of switching to an alternate path in order to maintain or restore the Service in the event of a Service interruption. The “Unprotected Service Availability” Service Level shall apply to a Service identified as “Unprotected” in this Agreement.

“Diverse” means a service configured across two network paths that are separated from one another with each network path providing the same circuit(s). This scenario is referred to as an Active network with the Service to be considered by Interoute as Diverse. The “Diverse Circuit Service Availability” Service Level shall apply to a Service identified as “Diverse” in this Agreement

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

2. DEDICATED PRIVATE NETWORK TERMS

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

2.1. Service Overview

- a. Interoute will provide a Dedicated Private Network between Core Sites / Customer Premises in an agreed topology that supports DPN services.

3. CHARGES

3.1. Charges payable by the Customer

- a. Unless otherwise agreed between the Parties in the Purchase Order, Charges for the DPN Service will be invoiced in accordance with the terms specified in Appendix 2 to this Schedule .
- b. In addition, any costs incurred by Interoute provisioning the DPN Circuit beyond the Interoute Network Termination Points but within the same premises (i.e. patching) may be invoiced to The Customer on a cost plus basis.
- c. In addition, any costs incurred by Interoute provisioning the DPN Circuit beyond the Interoute Network Termination Points but outside the same premises (i.e. Off-net tails and patching) will be quoted and invoiced to the Customer on a bespoke basis.

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4. SERVICE LEVELS AND SERVICE CREDITS.

4.1. The DPN Service is configured as a series of DPN Circuits. Interoute shall provide and maintain the DPN Circuits in accordance with the Service Levels set out below. Interoute will provide the Customer with Service Credits for the failure to meet the following levels:

- Service Installation
- Service Availability (Protected and Unprotected) and
- Time to Repair

4.2. Service Installation

- Interoute will provide a Customer Committed Date for the installation of the initial DPN Circuit(s) (or Subsequent Capacity where applicable). If Interoute fails to meet the Customer Committed Date, the Customer will be entitled to a Service Credit in accordance with this Clause.
- If only part of an order is delayed, such part determined as a pro rata percentage of the initial DPN Circuit(s) ordered, valid credits will be payable only in respect of those Circuits/initial Capacity that are not delivered by the Customer Committed Date.
- Service Credits will be calculated pro rata basis as follows:

Number of Working Days in excess of the Customer Committed Date for late delivery of Initial Capacity/DPN Circuit	Service Credit as % of Installation charge of affected Service
1-7 days	2.5%
8-14 days	5%
15-21 days	10%
22-28 days	15%
29 days and more	25%

4.3.

Where Subsequent Capacity is ordered, then the late delivery service level will apply, however, the Service Credit will be a % of the relevant Installation charge for the particular subsequent circuit only.

Service Availability

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A DPN Circuit is “Available” (“Availability” has a corresponding meaning) when transmission of signals over the DPN Circuit occurs in both directions. The DPN Circuit is “Unavailable” when signals cannot be transmitted over the DPN Circuit in either or both directions.

The following equation will be used to calculate Service Availability. References to hours are to the number of hours (rounded to nearest hour) in the applicable Monthly Review Period:

$\frac{(\text{Total hours per month} - \text{Total hours Unavailable per month})}{\text{Total hours per month}}$	x 100
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4.4. Protected or Diverse DPN Circuit Availability

Interoute will use reasonable endeavours to ensure that all Protected or Diverse Circuits are available for 99.999% of the time.

Where Service Availability falls below 99.999% during any Monthly Review Period, the Customer will be entitled to Service Credits as follows:

Monthly Availability %	Service Credit as % pro rata Monthly Charge per affected DPN Circuit
99.999 – 99.99	2%
99.99 – 99.9	5%
99.89 – 99.7	10%
99.69 – 99.00	15%
98.9 – 98.5	20%
Less than 98.5	30%

For clarity, where there is a failure on the DPN network, but not all Circuits have failed, Service Credits are only payable in relation to those circuits that are Unavailable.

4.5. Unprotected DPN Circuit Service Availability

a. Where a Circuit or number of Circuits have been provided on an unprotected basis, each Circuit has a Service Availability associated with it defined by the distance between the ingress and egress Network Terminating Points.

b. The monthly target Service Availability (“A”) for Unprotected DPN Circuits having a Network Distance of (d) will be derived using the following equation :

$$A=100-(d/1000)$$

For the purpose of clarity the Circuit distances are provided in Appendix 1 to this Schedule.

Where Service Availability falls below “A” during any Monthly Review Period, the Customer will be entitled to Service Credits as follows:

Service Availability during Monthly Review Period (Unprotected DPN Circuits)	Service Credit % Monthly Charge pro-rated per affected Unprotected DPN Circuit
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A % to A - 0.5%	5%
A - 0.5% to A - 1.5%	10%
A -1.51% to A - 3.5%	20%
<A - 3.5%	30%

For clarity, where there is a failure on the DPN network, but not all Circuits have failed, Service Credits are only payable in relation to those circuits that are Unavailable.

4.6. Time to Repair Target

In the event that a Protected or Unprotected Circuit is unavailable, Interoute will use all reasonable endeavours to restore service within the Time to Repair target set out below:

Service Component	Time to Repair Target (Hours)
Protected or Diverse DPN Circuit	4 Hours
Unprotected DPN Circuit	8 Hours

Where Interoute fails to meet the Time to Repair Target set out above, the Customer will be entitled to Service Credits on a per Circuit basis as follows:

Full Working Hours past Time to Repair Target	Service Credit % Monthly Charge pro-rated per affected DPN Circuit
0-2	5%
2-4	10%
4-8	20%
8+	30%

Interoute will provide the Customer with progress updates every two (2) hours, unless otherwise agreed.

5. LIMITATIONS ON SERVICE CREDITS

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 Monthly Charge for the affected Circuit.

6. FAULT REPORTING AND MANAGEMENT

6.1. Fault Handling

Any suspected faults should be reported to the Customer Contact 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 Circuit and provide details of the fault.

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6.2. **Fault Duration**

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

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Appendix 1 : DPN Service Details