

Schedule 2k

additional terms for Enterprise Voice Services

1. SERVICE DESCRIPTION

The Interoute Enterprise Voice Service provides inbound telephone numbers and outbound voice termination services to domestic and international destinations (the "Service").

2. DEFINITIONS

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

"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.

"Charges" means the per minute destination charge or Monthly Charge as described in this Schedule and where relevant set out in the Purchase Order Form and/or the Rate Card.

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

"Interoute Network Termination Point" means the point at which the Interoute Network terminates on the Customer facing side of the Interoute Network.

"Interoute Web Portal" means a website which is available to the Customer to view online service reports ("Interoute Hub").

"National Calls" means calls to geographic fixed line or mobile numbers in the country where the Service is being provided, subject to the exclusions set out in Clause 3 below.

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

"Non-Geographical Numbers or NGNs" are telephone numbers available for sale to the Customer which, rather than being assigned to a particular telephone line or circuit, provide callers with a contact number which gives no indication as to the geographical location of the line being called. The owner of the number can retarget the NGN to any other telephone number including mobile, international and other NGNs at any time, therefore enabling them to receive calls whilst on the move or at various locations at different times or simultaneously.

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

"On Net Calls" means calls between two or more Customer Sites connected to the Interoute Network (excluding Indirect access) using a relevant telephone number that has been specified to Interoute.

"Port" means a physical or logical connection to the Interoute switching infrastructure.

"PSTN" means the public switched telephone network;

"Rate Card" means the rate card attached to the Purchase Order (as amended from time to time in accordance with the terms of this Agreement) detailing the per minute Charges applicable to the then available destinations.

"User" means the actual end user of the Service.

"Voice Platform" means the telecom architecture made of Interoute gateways and soft switches. Neither the access circuit, nor Customer Equipment are considered part of the Voice Platform.

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

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3. SERVICES TERMS

3.1 Interoute shall provide the Customer with outbound voice termination services to domestic and international destinations subject to the exclusions below. Calls to destinations not listed on the Rate Card shall be terminated on a reasonable efforts basis only and shall be charged by Interoute accordingly. Such Charges are subject to change and will be listed on the relevant invoice. Details of these Charges can be obtained by contacting Interoute at www.interoute.com. Interoute does not warrant termination to (i) national and international Non-Geographical Numbers, (ii) directory enquiry services, and (iii) other operator assisted services. The Customer shall be responsible for entering into separate arrangements with third parties to access those services, where necessary, (including access to emergency call services outside the United Kingdom, the United States of America, and The Netherlands) and for routing such calls. Customer further acknowledges and agrees that Interoute does not have any contractual relationship with the Users and that Interoute does not provide any Services or other services to such Users.

3.2 Interoute shall make available to Customer:

- a) geographic national fixed Numbers, and/or
- b) Non-Geographic Numbers for the provision of conferencing and other network based services.

The Customer may request Interoute to allocate additional Numbers from time to time by executing a change order.

3.3 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 ninety (90) days;
- 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 The Service will not support calls to emergency service except for Users within the United Kingdom, the United States of America and The Netherlands thus additional arrangements with third parties will be necessary to access such emergency services for Users outside the United Kingdom, the United States of America and The Netherlands. Interoute hereby disclaims any liability to Customer and Customer expressly waives any right to any claim or actions against Interoute arising out of or in connection with any failure to access emergency services using the Enterprise Voice Service outside the United Kingdom, the United States of America and The Netherlands.

3.5 Where the Customer is outside of the United Kingdom, the United States of America, and/or The Netherlands, the Customer shall have the sole responsibility of ensuring a PSTN phone line is installed and functional at the location where Interoute delivers the Service for the duration of the Term. Such phone line shall be reserved solely for the use of emergency service calling via the

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Service. The Service cannot support the calling of emergency services where the PSTN phone line is not available.

- 3.6 The Service will not operate in case of a power failure or loss of broadband connectivity.
- 3.7 In the United Kingdom, the United States of America, and The Netherlands, the Customer will be responsible for advising Interoute of the initial location of each User of the Service and shall continue to be responsible for advising Interoute each and every time a User's location changes from the location registered with Interoute for that User. A failure to do so will result in calls to emergency services not being directed to the Users nearest emergency dispatch centre. This Clause 3.7 only applies for Customer's in the countries mentioned above in this Clause. Interoute does not support access to the emergency services for Customers outside of the countries stated.
- 3.8 Customer must inform all Users of the limitations of the Service. Customer shall indemnify and hold Interoute harmless 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 in any way connected with use of the Service by any User. Customer shall also provide Interoute with full authority, information and assistance as is reasonably necessary for the defence, compromise or settlement of such claim.
- 3.9 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 3.9, as determined by Interoute at its sole discretion.
- 3.10 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.
- 3.11 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 Services (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. Interoute's right to immediately suspend the provision of Services extends particularly where there is a sudden increase of traffic or a traffic mix that is outside the normal traffic pattern of the Customer. In such case, both parties will endeavour to find the cause of the deviation of the traffic pattern, and, if such cause is of non-abusive nature, Interoute shall re-instate the Service as soon as practicable.
- 3.12 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.
- 3.13 Any suspension shall not relieve Customer from any payment obligations incurred by the Customer or such third parties. Interoute may, at its sole discretion, charge Customer a fee for the re-connection of the Service following suspension.
- 3.14 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.

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3.15 Customer acknowledges that certain jurisdictions do not allow the Numbers to be used on a nomadic basis. Interoute disclaims any liability arising out of 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. Interoute can advise Customer in further detail upon request.

4. CHARGES

4.1 Charges payable by the Customer

4.1.1 The Customer shall pay such Installation Charges, Monthly Charges or other Charges defined in the Purchase Order.

4.1.2 On Net Calls shall be free of charge.

4.1.3 All other calls shall be charged in accordance with the tariffs set out in the Rate Card.

4.1.4 If a call is made to a destination that is not set out in a Rate Card, then such calls will be charged in accordance with Clause 3.1.

4.1.5 Where a Customer has purchased an inclusive call minute package and the minute volume for that package is exceeded, additional call minutes will be charged at the appropriate rate from the rate card in addition to the inclusive minute Charge.

4.2 Per Minute Charges

4.2.1 Prior to the Ready for Service Date, Interoute shall issue a Rate Card detailing rates to all available destinations. The rates in the Rate Card shall be valid unless and until amended by Interoute upon seven (7) days advance written notice to the Customer. For the purposes of this Clause, a valid notice shall include notification by email.

4.2.2 Rates are measured in seconds, rounded up to the nearest second.

4.2.3 Destination rates are expressed as a rate per minute in the currency set out in the Rate Card.

4.2.4 The Charges for the conveyance of a call is calculated by the following formula:

$$C = [A \times (B+60)]$$

Where:

A = the Call duration in seconds rounded up to the nearest second.

B= the appropriate per minute destination rate as set out in the Rate Card.

C = the Charge that shall be rounded to the nearest hundredth of cent (or other relevant smallest unit of any applicable currency).

4.3 Payment Terms

All Charges shall be payable in accordance with Clause 7 of Schedule 1 of this Master Agreement.

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5. FAULT REPORTING AND MANAGEMENT

5.1. Fault Handling

Any suspected faults should be reported to the Interoute Customer Service Centre using the procedures detailed in the Service Handover Document to be provided on the Ready for Service Date. When reporting a fault, the Customer must identify their unique Customer reference number. The Customer will have access to all faults via the Interoute Hub.

5.2. Alarm management and monitoring

Interoute will monitor the Services provided to the Customer 24 / 7. Major alarms will generate trouble tickets that will be available via the Interoute Hub, or communicated directly to the Customer as requested by the Customer. In response to these alarms, Interoute will use reasonable endeavours to diagnose the problem and take whatever action appropriate to rectify. Such diagnosis and rectification work may require the co-operation of the Customer. Should Customer not co-operate, Interoute shall not be liable for failure to rectify the problem. All details of the Interoute standard fault management procedures are available in the Service Handover Document.

5.3. Time to Repair

Interoute aims to resolve faults causing a loss of service within four (4) hours provided access to the affected Site is available. Interoute will provide the Customer with progress updates every two (2) hours, unless otherwise agreed.

5.4. 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.

5.5. Voice Service Credits

Subject to Clause 9 of Schedule 1, Interoute will provide the Customer with Service Credits, as set out below, for the failure to meet the following levels:

- The Voice Service is “Available” when the incoming and outgoing calls received by the Voice Platform are correctly switched and delivered to the terminating carrier.
- The Voice Service is “Unavailable” when the incoming and outgoing calls received by the Voice Platform are not correctly switched and delivered to the terminating carrier.
- The following equation will be used to calculate Service Availability. References to minutes are to the number of minutes (rounded to nearest minute) in the applicable Monthly Review Period:

$$\frac{(\text{Total minutes} - \text{Total minutes Unavailable})}{\text{Total minutes}} \times 100$$

5.6. Switch Service Availability

- Switch Service Availability is the ability for the Interoute voice switching platform to correctly process and route a call received from the Customer to a carrier for termination.
 - Where Service Availability falls below 99.95% during any Monthly Review Period, the Customer will be entitled to Service Credits on the applicable Monthly Charge as follows:

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Service Availability during Monthly Review Period (Switch Service)	Service Credits as % of Monthly Charge
<99.95%-99.8%	20%
99.79%-99.5%	40%
99.49%-99.0%	60%
98.9%-98.0%	80%
<98%	100%

5.7. Exclusions and limitation of Service Credits

- In addition to clause 9 of Schedule 1, Service Credits will not be payable by Interoute to the Customer in relation to Switch Service Availability or the Voice Service Availability for faults or disruptions to the Service caused by a fault in, or any other problem associated with, equipment connected on the Customer's side of the Interoute Network Termination Point, except where such fault or problem is directly caused by the fault action or negligence of Interoute, its employees, agents or contractors;
- 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 affected Service. The provision of Service Credits shall be the sole and exclusive remedy for the failure to meet targets for the Enterprise Voice Service. Interoute shall have no additional liability to the Customer.

6. LIMITATION OF LIABILITY

- 6.1. Subject to clauses 16.5, 16.7, 16.8 and 16.9 of Schedule 1, the Liability of each Party for any claim, loss, expense, or damage under this Schedule 2k shall be limited to the equivalent of the total amount of Charges owed by Customer to Interoute for Enterprise Voice Services in the twelve months immediately preceding the cause of action. If the Service(s) have been in service for less than twelve (12) months, then liability shall be limited to the estimated Charges for twelve (12) months of service. The liability set out in this clause 6.1 is subject to a maximum of Euro 25,000 for any one incident or a series of related incidents and to Euro 50,000 for all incidents in any period of twelve (12) months.
- 6.2. The liability set out in this Schedule 2k represents Interoute's total liability to the Customer in relation to the Services. Interoute offers no further liability to the Customer.