

schedule 2L

Additional terms for Virtual Voice Network services

1. SERVICE DESCRIPTION

The Interoute Virtual Voice Network (VFN) Service provides the Customer with a dedicated number of Ports leased on the Interoute Voice Soft Switching platform.

2. DEFINITIONS

“**Additional Terms**” means this Schedule 2 forming part of the Master Agreement, which describes the Products and/ or Services to be provided and the relevant service levels;

“**Arena**” means Trading Club – offering the ability to exchange traffic securely, flexibly and honestly with operators from across the globe on the Virtual Voice Network;

“**Bandwidth Charge**” means charges payable by the Customer to Interoute as defined in the Purchase Order form;

“**Best Cost Routing**” means Routing traffic to the best cost provider on the basis of a quality and price ratio;

“**Border Control**” means the control and operation of VOIP network interconnects;

“**Call**” means a voice call initiated by the Customer using the Services;

“**CDR**” means Call Data Records;

“**Charges**” means charges as described in this Schedule 2 and where relevant set out in the Purchase Order Form, and shall be payable by the Customer in accordance with Clause 3 of Interoute’s Standard Terms and Conditions (Schedule 1);

“**Customer Point Code**” means the Switch Point Code allocated to Customer by the country national regulator;

“**Customer Service Centre**” means Interoute’s fault management centre, which operates the Interoute Network Management System;

“**Dial Plan**” means the defined number ranges and the country or regional names assigned to specific codes;

“**Emergency Maintenance**” means repairing of system upon damage of equipment, loss of service or fixing and restoring service.

“**Equipment**” means, without limitation, any equipment, machinery, or apparatus provided by Interoute as part of the Services, and/or used in order to make available the VFN Services to the Customer;

“**Installation Charge**” means charges payable by the Customer for the installation of VFN Services as provided in the Purchase Order;

“**Least Cost Routing**” means Routing traffic to the lowest cost provider;

“**Member**” means a company which has rented a VFN partition.

“**Metropolitan Network**” means the network wholly owned and managed by Interoute within metropolitan areas;

“**Minute based Usage Charge**” means charges based on per-minute port utilisation;

“**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;

“**Number Management**” means any services provided by Interoute for the routing, translation or definition of telephony number ranges;

“**Port**” means a physical connection to the Interoute Switching infrastructure;

“**Port Charge**” means the charges defined in the VFN Purchase Order form relating to the number of Ports purchased;

schedule 2L

Additional terms for Virtual Voice Network services

“**Professional Service Charges**” means the professional service charges detailed on the Purchase Order or otherwise agreed in writing between the Parties in accordance with Clause 4 below;

“**Routing**” means the ability to redirect voice traffic streams between different terminating networks;

“**Service Commencement Date**” means the date when Interoute provides the Service tested and ready for use;

“**Successful Call**” means a call which has established a voice path and therefore has billable duration;

“**Trunk Group(s)**” means a voice path between two Switches;

“**Virtual Trunk Group**” represents a group of one or more signalling points and the maximum amount of calls and/or bandwidth allowed to/from those points. Therefore are used to interconnect two Arena Members together.

“**VOIP**” means Voice Over Internet Protocol;

“**VVN Partition**” means customer rented switch ports and bandwidth service.

“**Web Portal**” means a website Customer may use to view online service reports.

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

3. VIRTUAL VOICE NETWORK TERMS

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

4. CHARGES

4.1 Charges payable by the Customer

Charges for VVN Service may comprise any or all of the following Charges including an Installation Charge, a Monthly Port Charge or Minute based Usage Charge.

4.2 Installation Charges

Any applicable Installation Charges for the implementation of the VVN Service shall be detailed on the Purchase Order.

4.3 Port Charges

Port Charges shall be due on a per-port basis and calculated at the rates detailed in the Purchase Order form. The Customer may request to increase the number of Ports upon one (1) months written notice. The provisioning of the change in Ports and their Charges shall be agreed in writing between the Parties.

4.4 Minute Based Usage Charges

Usage Charges are available on a per minute basis. These Charges are levied on the basis of Successful Call completions made on any of the Trunk Groups associated with the Customers VVN Service. Minute Based Usage Charges shall be as detailed on the Purchase Order.

4.5 Professional Services

A full range of Professional Services are available to the Customer. The Professional Service Charges include but are not limited to:-

- Routing management including Least Cost Routing and Best Cost Routing

schedule 2L

Additional terms for Virtual Voice Network services

- Dial Plan and Number Management.
- Provisioning and testing of Customer or supplier implementations.
- Third party customer care and fault management
- Reporting (beyond the scope of the standard reports defined in this Schedule).

The Professional Services are subject to the price list below. When Customers have recurring or planned expenses such as provisioning, these should be passed to Interoute with as much notice as possible and shall be agreed in writing between the Parties. Specific rates for large or repeat orders can be agreed on a case by case basis in writing. All incremental expenses incurred during these Professional Services will be passed directly to the Customer. Provisioning costs such as cabling will be discussed and agreed with the Customer in the Purchase Order.

Tasks undertaken by Interoute at the request of the Customer or activities undertaken by the Customer which require the attendance of Interoute personnel will be charged at the hourly rates shown below.

| | 48 hours notice (Euros) | 24 hours notice (Euros) | 4 hours notice (Euros) |
|-------------------------------|------------------------------------|------------------------------------|-----------------------------------|
| Notice given: | | | |
| Time support required: | | | |
| Monday-Friday, business hours | 200 | 240 | 300 |
| Monday-Friday, other times | 270 | 325 | 400 |
| Saturday | 270 | 325 | 400 |
| Sunday | 345 | 410 | 515 |

These rates are for a trained telecommunications technician and include travel and subsistence and are subject to an annual review by Interoute. A minimum call out period of 4 hours applies when on-site work is required.

4.6 **Bandwidth Charges**

Dependent on location of the VVN Service, Interoute will provide bandwidth as agreed on the Purchase Order. This bandwidth Service is available solely for the purposes of linking Port's on the VVN Service or providing ingress or egress to and from the VVN Service. These bandwidth Charges are available on request for VVN bandwidth between Interoute sites. Within a Metropolitan Network, the Service is provided free of charge.

4.7 **Minimum commitment**

Where Interoute provides VVN Service on the basis of a minimum spend commitment per month, the specific minimum spend commitment shall be detailed in the Purchase Order.

4.8 **Border Control charges**

schedule 2L

Additional terms for Virtual Voice Network services

Border Control is an integral component of the VVN service and is not separately charged for Customers purchasing Ports on the VVN Service. The charges for Customers solely using the VOIP to VOIP service are defined in the Purchase Order.

4.9 **Voice termination charges**

Interoute does not offer voice termination as part of the VVN Service. Interoute will provide such voice termination services upon the execution of an applicable Purchase Order for Interoute's Enterprise Voice service and subject to the applicable Additional Terms for such service.

5. **Provision of VVN services**

5.1 **Switch management**

Interoute provides the Customer with a managed switch solution. Interoute remains the owner of all Equipment. The Customer fully accepts liability for all changes or amendments they make to any aspect of the VVN Service.

5.2 **Routing Table Management**

Routing Management Services are provided to the Customer on a non managed basis. Please refer to the Purchase Order Form for the specific customer options. Interoute shall provide the Customer with the ability to alter and update their routing table and dial plan on a regular basis. This access is via the Web Portal site where the Customer can upload a XML file. Any faults regarding the routing plan and upload facility should be notified to the Interoute Customer Service Centre in accordance with the standard fault management procedures as detailed in the Customer Handover Book. The routing table is the sole responsibility of the Customer and Interoute shall have no responsibility or liability for its upkeep or any faults, loss, cost, expenses or damage either directly or indirectly associated with or arising out of its use.

5.3 **Dial Plan and Number Management**

Interoute will provide on request a dial plan at Service Commencement Date. The dial plan is based on 1800 International dial strings. All subsequent changes or orders are the sole responsibility of the Customer. Any technical or dial plan assistance is available as a Professional Service in accordance with Clause 4.

5.4 **Port Management**

Where the Customer pays for the VVN Service on the basis of the number of Ports, these Ports will be allocated as appropriate. Where the Customer pays Interoute on the basis of a Transit Charge, Interoute will endeavour to provide sufficient Ports for the transit of all Customer generated minutes. Interoute works on the assumption that a Port is fully utilised when it has 250,000 minutes per month. Interoute will provision either IP or TDM Ports as requested by the Customer and stated on the Purchase Order.

schedule 2L

Additional terms for Virtual Voice Network services

5.5 **Utilisation**

When the Customer pays on a per minute Transit Charge basis, the Customer commits to fully utilise the Ports supplied by Interoute. In the event that the circuits are not fully utilised, Interoute have the right to automatically reduce the number of Ports per Trunk Group. If a Trunk Group is utilised at a level of 100,000 minutes or less per month per E1 Port for a 30 day continuous period, Interoute reserves the right to reduce the number of Ports allocated to that Trunk Group. In the event that the entire Trunk Group has fewer than 100,000 minutes per Monthly Review Period, Interoute will remove the Trunk Group from Service after providing 15 days written notice.

When the Customer pays recurring Port Charges per month, the utilisation of the Ports is entirely at their own discretion.

5.6 **Service installation and provisioning**

Interoute agree to use reasonable endeavours to install and provide the Service within the timeframes defined in the Purchase Order. Interoute commit to notify the Customer in the event of any delays in providing the Service. Increases in Port allocations will be available upon written agreement between the Parties.

5.7 **Switch Point Codes**

Interoute can on request host the Customer Point Code. The Customer maintains full responsibility for the legal and regulatory management and upkeep of their Customer Point Code. The Customer remains wholly responsible for any Customer Point Code administration. The Customer will ensure that they have the appropriate permits and licences for all aspects of the service they provide. Point code hosting costs are defined in the Purchase Order.

5.8 **Customer Support**

Interoute provides the VVN Service direct to the Customer. The Customer commits to fully manage all their customers and suppliers directly. Interoute will not interface directly with any third parties working with the Customer. If the Customer requires Interoute to provide their customers with a Customer Service Centre (CSC), it can be made available on request and subject to Professional Service Charges.

5.9 **CDR definition**

CDR's will be placed on a secure FTP site for the Customer to download on a regular basis. The exact format of the CDR file is as detailed in the customer Web Portal. Interoute will use reasonable endeavours to ensure that the CDR download facility is available. Any faults with the CDR facilities should be reported to the Interoute Customer Service Centre in accordance with the standard fault management procedures as detailed in the Customer Handover Book. The CDR's will be placed on the site every hour. Interoute accept no responsibility for the validity of the billing data sent by the Customer to third parties.

schedule 2L

Additional terms for Virtual Voice Network services

Interoute shall not be liable in respect of any contract, agreement or relationship that Customer may have with any third party. If a dispute arises between Customer and a third party involving Interoute's Virtual Voice Network, Interoute shall provide the Customer with reasonable information and assistance.

5.10 **Management reporting**

The following management reports will be provided by Interoute and made available for the Customer.

- Daily Volume reports per Trunk Group
- Daily ASR reports per Trunk Group.
- Weekly ASR reports per Trunk Group
- Weekly and Monthly Volume reports per Trunk group

Additional management reporting or development to the existing reports will be charged at the Professional Service rates as agreed in writing between the Parties.

5.11 **Emergency maintenance**

Interoute shall be entitled to suspend the VVN service:

- In a life or property threatening emergency
- If required to do so by any governmental or regulatory authority; or
- Where the Customer is in breach of this Agreement,

Provided that in each case where reasonably practicable to do so, Interoute shall take reasonable measures to contact and inform the Customer in advance. Interoute shall endeavour to re-instate the Service as soon as practicable following such as emergency.

5.12 **Warranty**

The Customer warrants that it will not use the Products or Services or permit the same to be used:

- Except in accordance with any relevant legal or regulatory requirements, and operating instructions notified by Interoute from time to time; and/or
- In a manner which constitutes a violation or infringement of the right of any person; and/or
- Contrary to the procedures set out in the Customer Handbook and the terms of this Agreement.

6. **ARENA**

Arena is a virtual traffic exchange available to all of Interoute's VVN Members. Interoute provides capacity to Arena Members on the network, allowing them to exchange traffic between other Arena members.

6.1. **Visibility**

Each member joining Arena will have access to a secure Web Portal, from which they will be able to:

schedule 2L

Additional terms for Virtual Voice Network services

- Upload their company information
- Upload their voice rates
- View other Members on Arena
- View other Members' company information
- View other Members' voice rates
- Contact other Arena Members
- Request Virtual Trunk Group provisioning
- Request Virtual Trunk Group de-provisioning
- View voice statistical reports
- Log trouble tickets

Further details highlighting the processes behind these functionalities can be found in the 'Web Portal User Guide'.

6.2. **Charges**

Are per port and are detailed in the Service Order Form.

6.3. **Interoute's Responsibility**

Arena is a venue that allows Members to exchange information and to agree Interconnect capacity. Interoute is not involved in the traffic or minutes agreements between Members. As a result, Interoute has no control over the quality or reliability of the services advertised on Arena by the Members, the truth or accuracy of the voice rate listings or the ability of Members to sell or pay for traffic. Interoute does not guarantee that a Member will complete a transaction. Any two Arena Members wishing to exchange traffic must agree contractual terms directly between themselves. By using Arena, Members agree to accept such risks and Interoute is not responsible for the acts or omissions of Members on Arena.

In the event of a dispute between Members, Interoute its officers, directors, agents, subsidiaries, joint ventures and employees shall be released from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Without limiting other remedies, Interoute may limit a Members' activity, immediately remove information or voice rate listings, temporarily or indefinitely suspend membership to Arena and refuse to provide Arena services to a Member if: (a) this Agreement is breached or the documents it incorporates by reference; or (b) Interoute has reasonable cause to believe that the actions of a Member may cause financial loss or legal liability for Interoute or other Arena Members.

6.4 **Disclosure of Information**

As a matter of policy, Interoute do not sell or rent any confidential information to third parties for their marketing purposes without a Member's explicit consent. Customer contact information is displayed throughout Arena and is visible to all other VVN customers. The Customer hereby grants Interoute permission to share and publish customer contact

schedule 2L

Additional terms for Virtual Voice Network services

information on the Interoute VVN customer Intranet. The Customer can alter or hide their contact information via the Interoute Web Interface.

6.5 Provisioning

Virtual Trunk Group provisioning will follow the standard Interoute 'Order Form' process. Provisioning of a new Virtual Trunk Group will be completed within 5 working days.

Provisioning of Virtual Trunk Groups also requires written consent from both Arena Members wishing to exchange traffic. Interoute is not involved with, has no visibility of and take no responsibility for commercial contracts between any operators. Therefore upon provisioning Virtual Trunk Groups, Interoute assume that all commercials, legalities and financials have been agreed directly between all operators.

The customer is responsible for the acceptance of the Virtual Trunk Group and any traffic passed to other operators. Once the Virtual Trunk Group has been accepted any faults should be reported directly to the CSC. Interoute bear no responsibility for the Virtual Trunk Group once accepted as live by the Customer. All traffic on the Arena service is carried entirely at the risk of the Customer.

6.6 De – Provisioning

Decommission of a Virtual Trunk Group between any two Arena Members, will be completed by Interoute within 1 working day time frame, upon receipt of written confirmation from either Member.

6.7 Provisioning a change

Upon receipt of written confirmation from an Arena Member, Interoute will provision a change to an existing live Arena trunk group, providing there is no more than 1 Arena trunk group change per month.

Further information can be found in the 'Web Portal User Guide'.

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 be able to identify their unique Customer reference number. The Customer will have access to all faults via the Interoute Customer Web Portal.

7.2. Maintenance Window

schedule 2L

Additional terms for Virtual Voice Network services

Where Interoute plans to perform essential works Interoute will endeavour to perform such works during low traffic periods and will endeavour to give the Customer at least five (5) days prior notice. In the event of an emergency or Service affecting fault such notice may be less than 24 hours.

7.3. Alarm management and monitoring

Interoute will monitor the VVN Services provided to the Customer 24 / 7. Major alarms on third party trunk groups will be passed directly to the Customers NOC. No traffic or call performance monitoring will be undertaken by Interoute and all traffic related problems will be managed directly by the Customer and the associated third party. If the Customer wishes to involve Interoute in testing or fault management of third party circuits or trouble tickets these will be subject to the standard Professional Service Charges. In the event that a hardware or switch fault is the cause of the Customer ticket these costs will be born by Interoute. All details of the Interoute standard fault management procedures are available in the Customer Handover Book.

7.4. 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.

7.5. 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.

7.6. Service Credits

Interoute will provide the Customer with Service Credits, as set out below, for the failure to meet the following targets:

Network Service Availability

Switch Service Availability

- A Circuit is "Available" when transmission of signals over the Circuit occurs in both directions. The Circuit is "Unavailable" when signals cannot be transmitted over the 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:

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

7.7. Circuit Service Availability

schedule 2L

Additional terms for Virtual Voice Network services

- The Circuit availability SLA will apply to Customers purchasing Ports across the Interoute Network and connected to the Interoute Switch via a leased-line connection.
- Interoute will use reasonable endeavours to ensure that all protected Circuits are available for 99.95% of the time.
- Where Service Availability falls below 99.9% during any Monthly Review Period, the Customer will be entitled to Service Credits on the applicable monthly Circuit rental ("Monthly Charge") as follows:

| Service Availability during Monthly Review Period | Service Credits as % of Monthly Charge |
|--|---|
| 99.9% to 99.0% | 5% |
| 98.9% to 98.5% | 10% |
| 98.49% to 97% | 15% |
| <97% | 30% |

7.8. Switch Service Availability

| Service Availability during Monthly Review Period (Switch Service) | Service Credits as % of Monthly Charge |
|---|---|
| <99.95%-99.8% | 2% |
| 99.79%-99.5% | 5% |
| 99.49%-99.0% | 10% |
| 98.9%-98.0% | 15% |
| <98% | 20% |

7.9. 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 quarterly basis.
- If a Circuit is cancelled during a Monthly Review Period, no Service credit will be payable in respect of that Circuit 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 in accordance with the above. Should Interoute require additional information from the Customer, the Customer shall assist, and shall not be entitled to any Service credits until Interoute has received all the information it has reasonably requested.

schedule 2L

Additional terms for Virtual Voice Network services

7.10. Exclusions to Payment of Service Credits

Service credits will not be payable by Interoute to the Customer in relation to the Circuit Service Availability or the Service Availability for faults or disruptions to the Service caused by any of the following:

- The fault, action or negligence of the Customer, its employees, agents or contractors;
- The Customer failing to comply with Interoute's Standard Terms and Conditions;
- 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;
- Any event described in Clause 12 (Force Majeure) of Interoute's Standard Terms and Conditions (Schedule 1:);
- Maintenance during any Planned Outage.

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 50% 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 VVN Service. Interoute shall have no additional liability to the Customer.