

Schedule 2a

Additional terms for bandwidth services

1. SERVICE DESCRIPTION

The Interoute Bandwidth Service comprises Protected Circuits and Unprotected Circuits carrying telecommunications traffic between fixed points world wide.

2. DEFINITIONS

“Bandwidth Services” means Managed Bandwidth, Wavelength Services or Storage Connect services;

“Circuit” means that part of the end-to-end connection between the Customer Premises that is carried on Interoute-owned network equipment monitored by Interoute. The Circuit is delineated by Interoute Network Termination Points (On-Net).

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

“Interoute Network Termination Points” means the point at which the Interoute Network terminates on the Customer-facing side of the Interoute distribution frame.

“Managed Bandwidth” means SDH (Synchronous Digital Hierarchy) circuits as defined by the International Telecommunication Union.

“Network Distance” means the distance between the two Interoute Network Termination Points based on agreed routing (kms)

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

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

“Storage Connect” means connection protocols in relation to SAN (Storage Area Network) connections, like Fibrechannel, ESCON FICON and iSCSI.

“Third Party Access” means third party extension circuits that are provisioned between the Customer’s premises and the nearest feasible Interoute node.

“Unprotected Circuit” means a service configured wholly or partly on unprotected ports and/or across an unprotected network path that has no means of switching to either an alternate port or path in order to maintain or restore the service in the event of a Service interruption. The “Unprotected Circuit Service Availability” Service Level shall apply to a Service identified as “Unprotected” in the Purchase Order.

“Wavelength Services” means 2.5 Gbps and 10 Gbps wavelengths circuits

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

3. BANDWIDTH SERVICES TERMS

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

4. CHARGES

4.1. Charges payable by the Customer

- a. Unless otherwise agreed between the Parties in the Purchase Order, Charges for the Bandwidth Service and any applicable cancellation charges will be invoiced in accordance with the terms specified in Schedule 1 for the amounts detailed in the Purchase Order or Change Order.

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- b. In addition, any costs incurred by Interoute provisioning the Circuit beyond the Interoute Network Termination Points may be invoiced to the Customer on a cost plus basis.

5. 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:

- a. Service Installation
- b. Service Availability
- c. Time to Repair

5.1. Service Installation

- a. Interoute will provide a Customer Committed Date for the installation of Circuits. If Interoute fails to meet the Customer Committed Date, the Customer will be entitled to a Service Credit in accordance with this Clause.
- b. If only part of an order is delayed, valid credits will be payable only in respect of Circuits that are not delivered by the Customer Committed Date.
- c. Service Credits will be calculated as follows:

Number of full Working Days by which Interoute fails to meet Customer Committed Date for Circuit:	Service Credits as % of Installation Charge of affected Circuit:
1 to 5 days	10%
6 to 10 days	20%
11 to 20 days	30%
21 or more days	50%

5.2. Service Availability

- a. A Circuit is "Available" ("Availability" has a corresponding meaning) 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:

$\frac{(\text{Total hours per month} - \text{Total hours Unavailable per month})}{\text{Total hours per month}}$	x 100
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5.3. Protected Circuit Service Availability

- a. Interoute will use reasonable endeavours to ensure that all Protected Circuits are available for 99.95% of the time.

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Where Service Availability falls below 99.95% 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 (Protected Circuits)	Service Credits as % of Monthly Charge
<99.95%-99.8%	5%
99.79%-99.5%	10%
99.49%-99.0%	15%
98.99%-98.0%	20%
<98%	30%

5.4. Unprotected Circuit Service Availability

- a. The monthly target Service Availability ("A") for Unprotected Circuits having an Unprotected Network Distance (d) of less than or equal to 1000km, will be 99.5%. For circuits where the Unprotected Network Distance (d) (rounded to the nearest 100km) is greater than 1000km the following equation will derive the monthly target Service Availability :

$$A=100-(d/2000)$$

Where Service Availability falls below 99.5% during any Monthly Review Period, the Customer will be entitled to Service Credits on the applicable Circuit's Monthly Charge as follows:

Where Service Availability falls below "A" during any Monthly Review Period, the Customer will be entitled to Service Credits on the applicable Monthly Circuit rental as follows:

Service Availability during Monthly Review Period (Unprotected Circuits)	Service Credits as % of Monthly Charge
A % to A - 0.5%	2%
A - 0.5% to A - 1.5%	5%
A -1.51% to A - 3.5%	10%
<A - 3.5%	20%

5.5. Time to Repair Target

- a. In the event that a circuit is unavailable, Interoute will use all reasonable endeavours to restore service within the Time to Repair target of 4 hours on Protected Circuits and eight (8) hours on Unprotected Circuits, provided access to the affected Premise is available. Interoute will provide the Customer with progress updates every two (2) hours, unless otherwise agreed.

Faults are considered to be repaired in the event of either a full or temporary repair being implemented, thus allowing continuity of Service.

Where Interoute fails to meet the Time to Repair target, the Customer will be entitled to service credits on the applicable Circuit's Monthly Charge as follows:

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Full Working Hours past Time to Repair Target	Service Credits as % of applicable Monthly Charge
1	2%
2	5%
3	10%
4	15%

Where the fault arises from any Third Party Access Interoute shall endeavour to manage the resolution of the fault by the Third Party Access provider as soon as reasonably practicable.

5.6. Limitations to payment of Service Credits

- a. Exclusions of Service Credits are set out in clause 9.6 of Schedule 1.

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.

Service Credits are not applicable for more than one breach of any Service Level outlined in this Schedule 2 arising from the same occurrence.

6. FAULT REPORTING AND MANAGEMENT

6.1. Fault Handling

- a. 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 should identify the affected Circuit and provide details of the fault.

6.2. Fault Duration

- a. 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.