

## SERVICE DESCRIPTION

The Managed Hosting service from Interoute provides the Customer with a customised hosting solution for business applications, located within one of Interoute' secure data centres. As this is a managed service, Interoute is responsible for the configuration and maintenance of the data centre environment, network, system hardware and operating system. The service includes monitoring and support on a 24x7 basis and is supported by a Service Level Agreement.

## Definitions

**"Additional Charges"** means the charges payable in accordance with this schedule.

**"Burst"** means the ability of the Customer to increase the rate of transmission of Traffic above the Committed Data Rate.

**"Committed Data Rate"** means the constant rate specified in the Purchase Order up to which Interoute agrees to transmit the Customer's IP Traffic.

**"Customer Service Centre"** means Interoute's fault management centre, which operates the Interoute Network Management System and Hosting Management System.

**"Customer Serviced Software"** means software installed on a Hosted Device and managed by Customer.

**"Hosting Device"** means hardware devices or Virtual Devices required to make up a Hosting System. This includes servers, firewalls, switches and load balancers.

**"Hosting Management System"** means Interoute's hosting integrated fault management system.

**"Hosting Service"** means the Managed Hosting Service details of which are set out in the Purchase Order and any Change Orders, the elements of which are described in this Schedule.

**"Hosting System"** means the entire hardware and software which comprises the Customer's hosted solution in an Interoute data centre. A Hosting System can consist of one or more Hosting Devices (e.g. servers, firewalls, load balancers, etc), operating systems, application software, Customer data and Interoute services.

**"Internet Access Service"** means the provision and supply of connectivity to the Internet via the Interoute IP Network.

**"Interoute IP Network"** means the Interoute owned Pan-European network equipment monitored and managed by the Interoute Networks Management Systems for the purpose of transporting Customer IP Traffic.

**"Installation Charge"** means the Hosting Service Non-Recurring charges payable by the Customer for the installation and provision of Managed Hosting Services as provided in the Purchase Order.

**"Interoute Serviced Software"** means software installed on a Hosted Device and managed in part or in full by Interoute. Interoute Serviced Software includes, but is not limited to, Operating System, Backup Software, Anti Virus Software and Monitoring Software.

**"IP Traffic"** means all Customer generated IP packets that are transmitted and received at the Hosting system

**"Monthly Charge"** means the Hosting Service monthly recurring Charges payable by the Customer plus Traffic charges as provided in the Purchase Order.

**"Monthly Review Period"** means the calendar monthly periods commencing on the 1st of each month during the Term, over which Service Availability is calculated, provided that the first Monthly Review Period will commence on the Ready for Service Date.

**"Network Management System"** means Interoute's network integrated fault management system.

**"Redundant Hosting Device"** means a group of hardware and software components that are configured to perform each others tasks in case of a failure, such that the failure of a single component would not cause a material degradation of the Hosting System. This includes clustered devices (active-passive servers, load balancers, firewalls) and load balanced servers.

**"Test or Development Device"** means a Hosting Device with a reduced service level.

**"Virtual Devices"** a partition on shared infrastructure owned by Interoute acting as an independent Hosting Device.

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

## 1. HOSTING SERVICE DESCRIPTION

Interoute provides the Customer with a customised hosting solution for business applications, located within one of Interoute's secure data centres. The Hosting Service will consist of and be subject to the limitations of the matters set out in this paragraph 1. Additionally, the Hosting Service will incorporate and be subject to the relevant sections of paragraph 4 where it is expressly stated in the Purchase Order that they will form part of the Hosting Service:

- 1.1 Technical Design
- 1.2 Hardware Provisioning, Support and Service
- 1.3 Server Software Provisioning, Support and Service
- 1.4 Service Installation
- 1.5 Equipment housing
- 1.6 Internet connectivity
- 1.7 IP Addresses
- 1.8 Service Monitoring
- 1.9 Customer Reporting
- 1.10 Maintenance of the Hosting System
- 1.11 Backup & Restore
- 1.12 Technical Assistance
- 1.13 24x7 Customer Service
- 1.14 Maintenance of the Hosting System

### 1.1. Technical Design

Interoute will provide a Technical design (the "Technical Design") based upon Customer's requests and recommendations to be attached as Annex 1 for a Hosting System placed under this Agreement. The Technical Design will consist of an inventory of Software, services and equipment together with a high-level design of the Hosting System. The implementation of the Hosting System may differ from the Technical Design in order to accommodate particular attributes of a data centre or its environment or to comply with local law.

### 1.2. Hardware Provisioning, Support and Service

Unless stated otherwise in the Purchase Order, Interoute will provide all hardware for the Hosting System including all necessary spare parts. Title to the equipment will pass to Customer upon payment in full. Interoute shall maintain a lien over all customer-owned equipment within the data centre in respect of all sums due under a Purchase Order (including cancellation charges, if any)

Interoute will only permit customer-provided equipment to be installed in the data centre and incorporated into the Hosting System if:

- Customer provides details of the equipment to Interoute in writing and Interoute approves the equipment. Interoute shall be entitled to withhold its approval if such equipment is not on Interoute's approved hardware list or incorporated into the Technical Design.
- Customer remains fully responsible and liable for the supply of spare parts for customer-provided equipment.

Unless stated otherwise Interoute is responsible for the installation, support and servicing of all equipment incorporated into the Hosting System (whether customer provided or Interoute provided). Interoute is responsible for replacement of defective, failed, or degraded hardware components on the supported services (provided that such defect, failure or degradation of hardware is not caused wholly or partially by the negligence of, or contractual breach by, the Customer). For the avoidance of doubt, the obligations in this paragraph do not include an obligation on Interoute to upgrade any equipment. Interoute is not responsible for failure or degradation of performance caused by incomplete or incorrect information given by the customer at the time of purchase of the equipment.

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## **1.3. Server Software Provisioning, Support and Service**

Interoute will provide the operating system and the web server software for each server of the Hosting System as detailed in the Technical Design.

Interoute is responsible for the installation, support and servicing of all Interoute Serviced Software in the configuration set out in the Technical Design. In addition, Interoute will install, support and service Backup Software, Anti Virus Software and Monitoring Software if Interoute deems this is necessary for the management of the Hosting System.

Customer Serviced Software may be installed on a server at Customer's own risk. Interoute reserves the right to uninstall Customer Serviced Software (or refuse to permit installation) where in Interoute's reasonable opinion the software will affect the operations or security of any other Hosting System hosted by Interoute, without any liability to the Customer. This Customer Serviced Software is not supported or serviced by Interoute. Customer is solely responsible for the performance of Customer Serviced Software and for its inter-operability with the Hosting System.

## **1.4. Service Installation**

Interoute manages all aspects of the installation of the service, maintaining control of the hardware and Interoute Serviced Software in order to maximize integration into the Interoute infrastructure and the quality of the service. The hardware is installed in a rack located within a secure room within an Interoute data centre, only accessible by persons authorised by Interoute. Installations are performed during office hours only.

## **1.5. Equipment housing**

Interoute shall provide space and install the equipment in the Premises. Interoute is solely responsible for the choice of the exact location of the equipment in the Premises. Only authorised Interoute personnel will have access to the equipment and systems. The Customer may have escorted access to audit the equipment no more than twice in any 12 month period, at the Customer's own risk and cost, subject to at least 48 hours prior written notice to Interoute and in strict compliance with Interoute's access policies.

## **1.6. Internet connectivity**

The Hosting Service includes a switched Ethernet connection to the equipment at the bandwidth grade(s) specified on the Interoute Order Form.

Interoute gives no assurance that Committed Data Rate will be achieved beyond the Interoute IP Network. Subject to the terms below the Customer will be provided with the ability to Burst:

- i. Burst capacity can not exceed the physical port size set out in the Purchase Order nor can it exceed the speeds of the Ethernet connection provided.
- ii. Charges for Burst traffic are not included in the recurring Monthly Charge and are invoiced separately in accordance with section 8
- iii. Utilisation: Interoute continuously monitors network utilisation. If according to Interoute's monitoring system the Customer Bursts above the Committed Data Rate in any month Interoute shall request that the bandwidth level is upgraded. If the Customer fails to comply with such a request, Interoute may at its sole discretion bill the Customer for Burst Traffic.
- iv. Alternative supplier: The Customer may, at their own expense, order and have installed a telephone line within the Premises for purposes of direct dial remote access. The Customer may also, at their own expense, install connectivity services from other providers for the purposes of redundant connectivity. No work may be carried out without Interoute's consent and must be conducted in accordance with Interoute's policies.

## **1.7. IP Addresses**

Interoute shall provide, as standard, 1 publicly routable IP address per Hosting Device. Additional addresses can be requested by the Customer and shall be allocated and notified to the Customer by Interoute. All IP addresses will be provided by Interoute in accordance with the rules of RIPE ([www.ripe.net](http://www.ripe.net)). The use of additional IP addresses incurs a one-time fee at the rate in section 8 to this Schedule 2. The IP addresses supplied shall be from a range of classless IP addresses and are the property of Interoute. Upon termination of the Hosting Service the numbers may, at Interoute's sole discretion, be reassigned and reused by Interoute for other customers.

## 1.8. Service Monitoring

Interoute operates an automated monitoring system that monitors all Hosting Devices for availability. The following probes are configured for all Hosting Devices.

- Ping (ICMP)
- For web servers: HTTP / HTTPS

In addition, Interoute will also monitor the following performance elements of server hardware, if supported by the Hosting Device:

- CPU usage per CPU
- Memory Usage
- File System Utilization
- Swap File Usage
- Paging
- Number of Processes
- Defective, failed, or degraded hardware components

Thresholds of performance monitoring will have defaults set by Interoute. However, Customer can request to have these thresholds modified within ranges set by Interoute.

## 1.9. Customer Reporting

The Customer will be provided with an online secure web page detailing performance of the Hosting Service. This includes standard management reports for service level compliance of the Hosting Service. Customer is responsible for the secure storage and use of user names and passwords used to access the web page and for any access of unauthorised persons.

## 1.10. Maintenance of the Hosting System

Please note that maintenance of Interoute's network will be conducted in accordance with applicable clause for maintenance of Schedule 1

- i. Configuration Maintenance: Interoute maintains a record of changes made to the equipment, network and operating system configurations.
- ii. Scheduled Maintenance: In order to maintain the service, Interoute may perform operations that might temporarily disrupt the Hosting Service. These operations will normally be performed between midnight and 6:00 am local time for the location the Hosting Service is located, and will be announced at least 24 hours in advance.
- iii. Unscheduled Maintenance: Interoute reserves the right to carry out any necessary urgent maintenance on the Hosting System or network connections (for example, installation of crucial security patches / updates) without waiting for Customer approval. Such Unscheduled Maintenance may result in temporary service outage and such outage will be kept to a minimum. Interoute shall inform the Customer of any such Unscheduled Maintenance as soon as is reasonably practicable to do so.
- iv. Change Control: Where a request is made to Interoute to implement a change to the Hosting Service, this request should be made by email using the Interoute change control form (a copy of which will be included with handover documentation), to the address specified in the handover documentation, specifying Customer reference, and including proposed timescale, reason for the change, and impact of the change. Interoute will consider such changes and will advise the Customer of any necessary implementation and disaster recovery planning and additional charges that Interoute may make in order to complete the work, applying the hourly charges specified in section 8 of this Schedule 2 or such other charges as are agreed at the time.
- v. Interoute responsibilities for change control include tracking proposed and completed changes to systems and services managed by Interoute, and informing Customer of any proposed changes that may impact on service performance/availability. Customer initiated change requests will be dealt with applying the prioritisation used for trouble tickets.
- vi. Interoute will install operating system and supported application patches upon Customer approval and at a time agreed between the parties.

## 1.11.Backup & Restore

### (a) Schedule & Durability

Interoute will perform scheduled, daily incremental and weekly full backups of data on the Hosting Devices. The backup media for the full backups are retained for a 28-day period and for the incremental backups for a 14-day period after which time they shall be erased.

### (b) Granularity

All files of the Customer's Hosting System are backed up. Backups are performed online at file system level only, i.e. transactional files used by various applications such as database volumes or hibernation memory can be backed up, but are required to be in a "dumped" and "closed" state before the backup operation starts - otherwise the files may be in a corrupt state once they are restored.

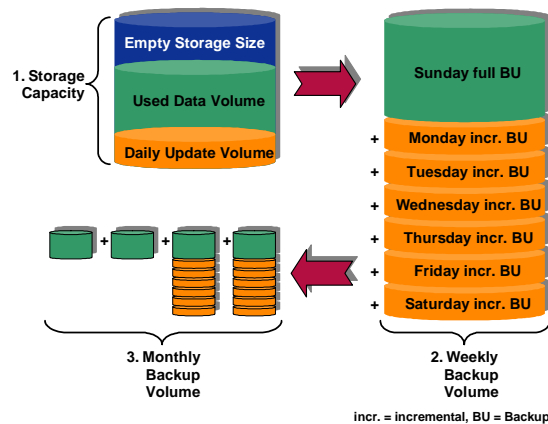
### (c) Site

The backup media is stored on Interoute owned and operated equipment on-site at the respective Interoute data centre. The Customer may choose to have copies of the backup media stored off-site subject to additional charges quoted separately.

### (d) Volume & Contingent

Interoute sizes backups based on the Backup Volume per server. This is defined as the amount of data on the backup media required to backup a server according to the stipulated schedule, durability and granularity.

The following diagram explains the relation between the total storage capacity of a server and the Backup Volume, presuming the backup is performed according to the default schedule, durability and granularity.



The Customer can utilise a Backup Volume of up to 150GB per server free of charge. If the total contingent for all servers of the Customer is exceeded, the Customer must either: (a) purchase a higher Backup Volume contingent at the rates set out in section 8 or (b) change the backup schedule, durability and/or granularity so that the contingent will no longer be exceeded. In case of exceeding Interoute is not responsible for a correct Backup function.

### (e) Restore

Any restore necessary due to a fault, not attributed to Customer, will be conducted free of charge on a 24x7 basis. In addition, the Customer is allocated an unlimited number of restore requests within the first month after the Ready for Service Date of an Interoute Hosting Service free of charge. Thereafter, the Customer is allowed one restore request per Hosting Device per month with any additional restore requests being made on a chargeable basis at the rates set out in section 8. These restores will be conducted at a time mutually agreed between the Customer and Interoute.

It is the Customer's responsibility to recover all applications to their desired state after a successful restore. Interoute is not responsible for loss of data caused by incompatibility of Customer Software and Interoute's backup software.

## 1.12. Technical Assistance

Interoute shall provide reasonable technical assistance in the event that the Customer requires assistance with their equipment. The technical assistance includes placing software media, such as CD-ROMs, in Customer's equipment. Interoute reserves the right to charge for technical assistance at the rates set out in section 8

## 1.13.24x7 Customer Service

Interoute's Customer Service (CS) is the primary point of contact for any problem or request related to the service. CS personnel are on duty on a 24x7 basis. The CS will handle all support requests and will utilise all available resources within Interoute to ensure that the problem or request is resolved as quickly as possible.

The CS can be contacted via phone, fax or email and supports the languages English, German and French. The following information should be provided:

1. Organization name
2. Interoute Account Number
3. Issue description
4. Contact person
5. Contact telephone number

In the interest of security, CS will only accept service requests from nominated individuals within the Customer organisation as defined in the Service Handover Document.

## 1.14. Service exclusions

For the avoidance of doubt the Hosting Service does not include any other service not explicitly detailed in the Agreement, in particular, but not limited to:

- i. Development or integration of web site content or application software.
- ii. Design of any kind of network, system or service.
- iii. Protection of data, systems or application against attacks, hack attempts, viruses, worms or Trojan horses coming from the Internet.
- iv. Support the installation of Customer Serviced Software.
- v. Upgrading the operating system on a Hosting device in its entirety where Interoute still supports the current operating system installed on the Hosting Device. All of the operating system upgrades requested by the Customer will be charged for applying the hourly charges specified in section 8 of this Schedule 2.
- vi. Interoute is not responsible and cannot be held liable for degraded performance in case of physical limitations of the hardware (memory, CPU, disk space) or software. Interoute will notify the Customer of such limitations and will suggest changes to the hardware.

If the Customer requires any of these features, they should consult their local Sales contact in order to check for related Interoute services.

## 2. CUSTOMER RESPONSIBILITIES

The sub-sections below list the various responsibilities of the Customer during the term of the Agreement and ensure that the installation and on-going management are performed in a professional and timely manner.

### 2.1. Technical Representatives

The Customer must designate one or more qualified persons as their technical representatives and support points of contact with Interoute. These technical contacts can be updated either by phone, fax or email and must be provided both already pre and post installation.

### 2.2. Shutdown and Boot Protection

To service the Hosting System, Interoute may need to reboot a server. The Customer needs to ensure that any Customer Serviced Software shuts down and boots correctly. Failures caused by Customer software during shutdown or start of Hosting Devices shall not be counted as unavailability of the Hosting Device.

## 2.3. Backup

The Customer must ensure that all files which might need to be restored some day conform to the specifications as set forth in section 1.11 "Backup & Restore", in particular section 1.11(b).

## 2.4. Customer Maintenance and Outages

The Customer shall promptly inform Interoute of any changes to Interoute Serviced Software it intends to undertake or of any outages that the Customer causes.

## 2.5. Other Responsibilities

Customer hereby in particular undertakes that it shall:

- i. advise Interoute of all changes made to the applications installed on the Hosting System prior to changes being made;
- ii. ensure any reboots or stopping Interoute monitored services is preceded by a call to Interoute Customer Support number (provided in Service Handover Document);
- iii. report any faults or problems with the Hosting Services to the agreed Customer Support number as soon as such problems have been identified;
- iv. provide feedback on any Interoute maintenance approval requests passed to the Customer within the reasonable times specified within such requests.
- v. provide Interoute with the correct list of domains that needs to be pointed at the Customer's servers.
- vi. install and set-up a remote access client on their remote computer, where applicable to the Hosting Service for the purposes of remote maintenance of the Hosting Services.
- vii. provide any specific configuration details for any equipment within the solution.
- viii. not install patches for the operating system or Interoute supported applications unless agreed by Interoute.
- ix. ensure that Customer applications are not corrupted, degraded, damaged or compromised due to patches of the operating system. It is not in the responsibility of Interoute if a patch of the operating system leads to a corruption, degradation, damage to or compromise of the Customer's applications.
- x. recover all Customer applications to their state prior to service failure.
- xi. provide to Interoute any details relating to the database software configuration. This includes configuration and application software and configuration affecting the database.
- xii. permit Interoute access to the Database in order to install and set up a backup client to conduct backups.
- xiii. permit Interoute access to the Database in order to install and set up a monitoring client to conduct process monitoring of the database.
- xiv. enable SQL user account with system administrator (manager) privileges.
- xv. Do such other things and provide such information as Interoute may reasonably request in order for Interoute to provide the Hosting Service or manage its facilities.

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## 3. SERVICE SUPPORT

Interoute shall provide the Customer with its Hosting Services 24-hour, 7-days-a-week, 365-days-a-year subject to the exclusions detailed in this Agreement. From the time Interoute has responded it will use reasonable efforts to resolve the fault or otherwise address the problem as soon as reasonably practicable.

Priority 1 = urgent; e.g. system hard down, inaccessible from Internet

Priority 2 = high; e.g. performance degradation, critical data restoration

Priority 3 = medium; server reboot, Customer requested reboot

Priority 4 = standard; standard maintenance and planned outages, service questions, password requests

The following escalation guidelines are used within Interoute:

Fault Class	Level 1	Level 2	Level 3
Priority 1	15mins	2 hours	4 hours
Priority 2	15mins	4 hours	8 hours
Priority 3	15mins	12 hours	24 hours
Priority 4	15mins	24 hours	48 hours

Support Level	Typical Job Title	Typical Responsibilities
Level 1	Level 1 Support Engineer	Generalist. First Level remediation including problem verification, isolation and general troubleshooting
Level 2	Level II Support Engineer	Specialist. Systems specialists dedicated to individual systems.
Level 3	Vendor / 3rd Party Support	External Vendor support.

## 4. VALUE ADDED OPTIONS AND UPGRADES

All of the following options and upgrades are quoted separately and provided subject to charge. If Customer requires any of these Services they must specify the requirement in writing on Appendix 1, the Purchase Order or Change Order.

### 4.1. Out of Hours Installation

Although a Hosting System is managed and monitored 24 hours a day, installation and configuration work is normally provided during Working Hours only. Where out of hours installation is required, this will be quoted separately and provided as an additional chargeable service.

### 4.2. Database Backup & Restore

With this option, Interoute includes MS-SQL or Oracle relational database management systems in the "Backup & Restore" service feature (see section 1.11).

Interoute will install Veritas MS-SQL or Oracle client software on each database server included within this option. Interoute may change this client software at any time, with a notification period of one (1) month.

This option is charged per database (i.e. data set) as stipulated separately in this service agreement. If the Customer wants to change the number of databases protected by this option, Interoute can provide this subject to a separate quote.

#### (a) Restrictions

- Databases can only be restored to the state of their last backup. Transaction logs cannot be restored, which may result in loss of changes in data after the moment of the backup. Interoute shall not be responsible for an inconsistent database or for any malfunction of the database application after a restore as a result of this behaviour.
- Data restores are limited to restoring the database to its original location.
- The smallest restorable unit is a "TABLE". Therefore, individual records cannot be restored.
- Interoute cannot support the Customer on the recovery of the application based on the database.

#### (b) Customer Responsibilities

The Customer must provide Interoute any details relating to the database software configuration. This includes configuration and application software and configuration affecting the database. The Customer must also:

- Permit Interoute access to the database in order to install and set up the Veritas client.
- Provide an SQL user account with system administrator (manager) privileges, if applicable.

### 4.3. Data archiving

This option allows for archiving of data on Interoute's backup system after the initial 28 day retention period. Pricing for this option are determined by the size of the backups, the time to archive and the interval between archiving.

### 4.4. Backup to a different location

With this option Interoute will create backups to one of its other facilities. Pricing depends on the bandwidth required to create these backups and the additional storage capacity required on Interoute's backup systems.

### 4.5. Bare Metal Restore

This option offers increased uptime via quick recovery of the complete server. This backup and restore includes not only the operating system, but also system configuration, applications and Customer data. Servers can be recovered on similar or dissimilar hardware configurations. Backup of the data is subject to the normal backup requirements, such as hot-backup for databases. Restore points are in line with normal backup schedules.

### 4.6. Microsoft® Software Rental

Interoute has partnered with Microsoft® and subscribed to the Microsoft® Service Provider License Agreement to deliver flexible software licensing options to Customers. This option is a software rental service only. In particular, any software licensed under this option is provided subject to the terms and conditions of section 1.3 "Server Software Provisioning, Support and Service". Upon termination of the service agreement, any licenses granted to the Customer within this option cannot be transferred to the Customer and will be returned to Interoute.

## 4.7. Oracle Management

Installation and management of Oracle databases. Interoute's responsibilities include:

- Installation and Configuration of the Oracle environment.
- Installation of Oracle Patches.
- Oracle Product Support.
- Control of system-processes and log files, diagnosis of failures, escalation of failures to Oracle (if the license was purchased through Interoute) and cooperation with Oracle support.
- Monitoring of the database application and table space.

Where applicable, customer could be asked to agree to an additional contract with Oracle to use the Oracle service.

## 4.8. Managed Firewall services

Interoute is responsible for maintaining any Interoute Managed Firewall Service and policy as agreed with the Customer when ordering Interoute managed firewall service. The Customer may select a solution based on Interoute's shared infrastructure or on a suitable dedicated appliance. The Customer recognises that it is not possible to protect against all forms of attacks and that Interoute's sole obligation is to manage the firewall in accordance with a good industry practice.

The Customer shall be allowed unlimited changes to their policy for the first two (2) months of Hosting Service. Thereafter, the Customer shall be allowed 2 policy changes per month. Additional policy changes will be charged applying the hourly charges specified in section 8 of this Schedule 2.

## 4.9. Load Balancing & SSL Handling

This option allows the Customer to increase the performance and availability of a TCP/IP based application by distributing the workload among multiple servers. The Customer may select a solution based on the built-in load balancing feature of certain operating systems, use our shared infrastructure or a suitable dedicated appliance. In addition, the Customer may select to move SSL handling for their web site to a separate load balancing appliance to relieve the servers from the workload and complex configuration required to support HTTPS.

## 4.10. High Availability Cluster

This option provides a pair of redundant servers in a cluster configuration which eliminates the server as a single point of failure and thereby increases the standard Server Availability which is particular important for business critical applications.

## 4.11. Geographic Failover for Virtual Servers

This option provides disaster recovery for Virtual Servers in case of a failure of one of Interoute's Virtual Hosting platforms or the data centre it is located in. Interoute will commence synchronization of the Operating System data every hour and Customer data every 15 minutes from the primary location to the disaster recovery location. If a situation arises that will result in prolonged downtime of the primary site Interoute will migrate all customers using this option to the disaster recovery location. All servers within the disaster recovery location will be available with the same functionality as those in the primary location (prior to the failure) within 1 day of the commencement of the downtime at the primary site.

## 5. CHARGES

### 5.1. Charges payable by the Customer

- Charges for the Hosting Service shall comprise an Installation Charge, a Monthly Charge and Additional Charges.
- Unless otherwise agreed between the Parties in the Purchase Order, Charges for the Hosting Services and any applicable Cancellation Charges will be invoiced in accordance with the terms specified in Interoute's Standard Terms and Conditions for the amounts detailed in the Purchase Order or Change Order.
- Any Additional Charges will be invoiced to the Customer (as stated on the Purchase Order or in section 8 of this Schedule 2)

## 6. SERVICE CREDITS

Interoute will provide the Customer with service credits for the failure to meet the following levels:

- Service Availability

### 6.1. Service Availability

Scheduled ICMP Pings are made to each Hosting Device at 5 minute intervals ("Tests").

A Hosting Device is considered to be available at a certain point in time if a Scheduled ICMP Ping has been executed and received an affirmative answer within ten seconds ("Successful Tests"). For Redundant Hosting Devices the test is regarded as successful if any of the redundant components is available.

Percentage Hosting Device availability is calculated Monthly using the following formula:

$$P = \frac{A}{T} \times 100$$

Where:

- P is the percentage availability;
- A is the total number of Successful Tests in that calendar month;
- T is the total number of Tests in that calendar month.

For Hosting Devices and Redundant Hosting Devices all Tests are included in T, for Test and Development Devices only Test between 8 a.m. and 6 p.m. CET on weekdays are included.

Service Level Availability Targets

Subject to the other provisions of this paragraph:

- Availability target for Hosting Devices is: 99.5%
- Availability target for Redundant Hosting Devices is: 99.8%
- Availability target for Test and Development Devices is: 99.5%

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## 6.2. Calculation of Service Credits

Interoute shall credit the Customer's account the pro-rated Monthly Charges (defined below) for the period of unavailability by which Hosting Devices/Redundant Hosting Device exceed the targets specified in Clause 6.1:

Total Unavailability above target in Hours (u)	Service credits as % of Monthly Charge:
$u \leq 1$ hour	2%
1 hour < $u \leq 4$ hours	5%
4 hours < $u \leq 8$ hours	10%
8 hours < $u \leq 12$ hours	15%
12 hours < $u \leq 18$ hours	20%
18 hours < $u \leq 40$ hours	25%
$u > 40$ hours	30%

Customer can claim such credits in accordance with the procedures set out in the Clause "Service Credits" of Schedule 1.

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## 6.3. Exclusions to Payment of Service Credits

- Service Credits will not be payable by Interoute to the Customer in relation to faults or disruptions to the Service caused by any of the following:
  - act or omission of the Customer, its employees, agents or contractors including: (but not limited to):
    - Failure to provide spare parts for customer-provided equipment
    - Any malfunction of Customer Serviced Software including a failing shutdown or boot of Customer Serviced Software;
  - The Customer failing to comply with the Agreement;
  - Any event described in the section 'Force Majeure' of Schedule 1;
  - A failure by the Customer to give Interoute access to any equipment after being requested to do so by Interoute;
  - Any Planned Outage described in Clause 10 of Interoute's Terms and Conditions (Maintenance) or paragraph 1.10 hereof.
  - Faults relating to the use of the hosted device by the Customer or their customers such as excessive traffic load;
  - Denial Of Service attacks ;
  - Ongoing data restore from a backup library.
  
- Service credits are not applicable to Planned Outage events on the Interoute IP Network.
- Service credits are not applicable for more than one breach of any service level 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 an SLA breach shall not exceed 50% of the Monthly Charge for the affected Service.
- Installation service credits do not apply where Access circuits needed for the Service are not provided and maintained by Interoute. In cases where Access circuits need to be sourced by Interoute from a third party, the Ready for Service Date is subject to access circuit delivery lead-times specified by the third party supplier.

## 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 Service Handover Document to be provided on the Ready for Service Date. When reporting a fault, the Customer should identify the affected Service and provide details of the fault.

### 7.2. Time to Repair

- Interoute aims to resolve faults causing loss of Service within four (4) hours. Interoute will provide the Customer with progress updates every two (2) hours, unless otherwise agreed.

### 7.3. Fault Duration

- All faults recorded by the Hosting 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.

### 7.4. Customer Notification

- Interoute's Customer Service Centre shall endeavour to inform the Customer if the Customer's Service experiences any outages. This information will be provided twenty-four (24) hours a day, seven (7) days a week. Interoute shall endeavour to notify the Customer of any Service affecting outages within two (2) hours of Interoute's first awareness of such disruption.

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additional terms for managed hosting services

## 8. ADDITIONAL CHARGES

### 8.1. Charges for additional services

Additional service requirements requested by the Customer and agreed by Interoute, that will be met on a time basis shall be charged at the following rate:

Engineer Level	Charge per Hour
Engineer	€150

**8.2.** Interoute reserves the right to review the above rate on an annual basis and in the event of any change shall notify the Customer at least one (1) month before such change takes effect.

### 8.3. Other Additional Charges include but are not limited to charges for:

- Charges for Burst Traffic (see clause 1.6ii of schedule 2) invoiced monthly in arrears at €50 per Mb
- Implementation of changes (see clause 1.10iv of schedule 2) invoiced in accordance with the Change Order
- Charges for additional Backup Volume (see clause 1.10 of schedule 2) invoiced monthly in arrears at €0.50 per MB of used storage on Interoute's tape systems.
- Data restore at the Customers request at the [engineer] rate in paragraph 8.1 above (see clause 1.11 of schedule 2) invoiced monthly in arrears
- Load balancing policy changes at the [engineer] rate in paragraph 8.1 above invoiced monthly in arrears
- Operating System upgrades at the [engineer] rate in paragraph 8.1 above (see clause 1.14 of schedule 2) invoiced monthly in arrears
- Technical assistance at the [engineer] rate in paragraph 8.1 above (see clause 1.12 of Schedule 2) invoiced monthly in arrears
- Allocation and implementation of additional publicly routable IP addresses at the [engineer] rate in paragraph 8.1 above invoiced at the time of purchase
- Purchase of back-up tapes quoted for upon request from the Customer invoiced monthly in arrears
- Remote storage of back-up tapes quoted for upon request from the Customer invoiced monthly in arrears
- Purchase of the features set out in Clause 4 of Schedule 2 invoiced in accordance with the Change Order or Purchase Order
- equipment purchases invoiced at time of purchase