

Schedule 2k

additional terms for Enterprise Voice Services

1. SERVICE DESCRIPTION

The Interoute One 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;

"Approved On-net Countries" means Austria, Belgium, France, Finland, Germany, Ireland, Italy, Netherlands, Spain, Sweden and Switzerland, the UK and United States of America;

"Centralised Trunk" means where one logical voice connection or trunk connected to a single Customer Site supports the Enterprise Voice Service to multiple Customer Sites at different locations;

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

"Gateway" is hardware that connects Interoute's voice over IP network to the PSTN;

"Interoute Licence" means any licence, authorisation, registration or permit granted by the Applicable Regulator to Interoute;

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

"Monthly Charge" shall have the definition as set out in Schedule 1 and in relation to Enterprise Voice Services, shall include any variable monthly usage;

"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 are not assigned to a geographic location. Rather than being assigned to a particular telephone line or circuit, a caller is provided with a contact number that 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 national numbers described in Clause 3.2 below;

"On Net Calls" means calls between two or more Customer Sites connected to the Interoute Network using a telephone number notified to Interoute in advance;

"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;

"Restricted Premium Rate Services" means those premium rate services that provide adult entertainment, chat services and TV voting or similar;

"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 One Termination Service

- 3.1.1 Interoute shall provide the Customer with outbound voice termination services to domestic and international destinations subject to the exclusions below.
- 3.1.2 Interoute does not warrant termination to (i) emergency call services if the User is outside the Approved On-net Countries (see clause 3.3 below), (ii) Restricted Premium Rate Services; and (iii) any destinations not listed in the Rate Card.

3.2 Inbound Number Service

- 3.2.1 Interoute shall make geographic national fixed Numbers available to the Customer in those countries supported by Interoute.
- The Customer may request Interoute to allocate additional Numbers from time to time by executing a change order.
- 3.2.2 Interoute may withdraw or reallocate the Numbers if it is reasonable to do so or if:
- the Customer is in breach of its obligations under this Agreement;
 - this Agreement is terminated;
 - such action is required pursuant to any change in the relevant National Numbering Plan;
 - if directed or recommended to do so by the Applicable Regulator, authorised supplier or any 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.

3.3 Emergency Service

- 3.3.1 The Service will support calls to emergency service numbers for Users within the Approved On-net Countries. The Customer will advise Interoute of the initial location of each User of the Service and shall be responsible for advising Interoute each time a User's location changes from the location registered with Interoute for that User.
- 3.3.2 For access to emergency services using the Interoute One Voice Service outside the Approved On-net Countries, Interoute shall to the extent technically feasible ensure that the User can access emergency call services using Interoute provided Gateways as required and provide where possible, caller location information for calls to emergency call numbers so long as the Customer:
- ensures 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 Service. The Service cannot support the calling of emergency services where the PSTN phone line is not available;
 - advises Interoute of a valid local address of each User of the Service; and
 - makes any additional necessary arrangements for Users to access such emergency services.

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 Interoute One Voice Service outside the Approved On-net Countries.

- 3.3.3 Customers ordering a Centralised Trunk Service accept that it is their sole responsibility to ensure that all emergency calls are routed to Interoute prefixed with the correct country code of the originating caller in international format.

3.4 Anti-Fraud

- 3.4.1 The Customer shall ensure that it pro-actively maintains, monitors and secures its network and systems in accordance with Good Industry Practice so as to prevent unauthorised (i) use of the Services, or (ii) access to the Interoute Network.

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Good Industry Practice shall include, without limitation: 1) Securing all telephony equipment behind a firewall, 2) Changing of all factory default passwords and PINs, 3) Ensuring that all passwords and PINs are not simple (e.g. containing sequential digits or letters, or very short length), 4) Ensuring that all VoIP end-user devices are required to authenticate to the telephony system before being granted access to make/receive calls 5) Ensuring that management/administrator access is not available publicly, not available via Wi-Fi and preferably only available from select source IP(s). 6) Allowing administrator/management access to only a few people, 9) Ensuring that all equipment is up to date with the latest security patches, 10) Ensuring that any unused telephony features are disabled for end-users (for example disable call forwarding, call transfer and voicemail dial-out if not required).

- 3.4.2 The Customer shall be required to pay all Charges arising from any usage or activity on the Customer's account in relation to the Services, including, for the avoidance of doubt, Charges which arise from unauthorised or fraudulent use of the Services on the Customer's account (including by the Customer or any third party).
- 3.4.3 For the purpose this clause 3.4, Good Industry Practice means, in relation to the Customer (or any employees, agents or contractors of the Customer), the exercise of that degree of skill, diligence, prudence, care, foresight and judgement and the practices, professional standards and performance which would reasonably and ordinarily be expected to be exercised by a reputable, well-managed, skilled and experienced organisation within the same industry or business sector as the Customer.

3.5 General

- 3.5.1 The Service will not operate in case of a power failure or loss of broadband connectivity.
- 3.5.2 The 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.
- 3.5.3 The Customer shall comply with all reasonable instructions of Interoute in relation to the Service where compliance is necessary to ensure compliance with any law, guideline, instruction or recommendation given to Interoute by the Applicable Regulator.
- 3.5.4 The Service shall only be used by the Customer, as described in this Schedule 2k. 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.
- 3.5.5 Any suspension shall not relieve Customer from its payment obligations for the Services. Interoute may, at its sole discretion, charge Customer a fee for the re-connection of the Service following suspension.
- 3.5.6 Interoute reserves the right to terminate a Service without liability to the Customer, where directed or recommended to do so by an Applicable Regulator or any other regulatory body.
- 3.5.7 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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- 3.5.8 The Customer understands and 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.
- 3.5.9 Customer 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.
- 3.5.10 Interoute shall support fax calls where possible. The Interoute Customer Support Centre will support the Customer where incomplete fax call transmissions occur. Interoute does not warrant that all fax calls in all circumstances will work via the Interoute Network and shall not be liable where fax calls are not completed.

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 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:
$$C = [A \times (B \div 60)]$$
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.

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.

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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 Enterprise 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 Enterprise 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. Service Availability

- 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 99.99% during any Monthly Review Period, the Customer will be entitled to Service Credits on the applicable Monthly Charge as follows:

Service Availability during Monthly Review Period (Service) Service Credits as % of Monthly Charge

<99.99%-99.8%	20%
99.79%-99.5%	40%
99.49%-99.0%	60%
98.9%-98.0%	80%
<98%	100%

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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 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 (12) 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.