

Schedule 2N

Additional Terms for Virtual Data Centre Service

1 DESCRIPTION

Interoute's Virtual Data Centre allows Customers to take advantage of a flexible cloud of computing resources, without the complexity and costs associated with physical hardware.

2 DEFINITIONS

“Aggregate Usage” is the total amount of usage – equal to the usage defined by the commit package plus any burst usage.

“Burst” means the Customer’s ability to increase the amount of assigned resource beyond that defined by their Committed Billing Model;

“Committed Billing Model” The VDC Service is available in two commercial billing models; a utility model and a commit model. The committed model comes in multiple sizes; each with a volume of resources for a recurring monthly charge;

“Interoute IP Network” means the Interoute owned Pan-European network equipment monitored and managed by the Interoute Network Management Systems for the purpose of transporting Customer IP traffic;

“Interoute Virtual Data Centre Platform” The Interoute Virtual Data Centre Platform, VDC Platform or Platform consists of the components that support the creation of a Virtual Data Centre environment (virtual machine, storage and connectivity) by the Customer. The Platform includes the host switching, network, computing, storage, servers and hypervisors;

“Order” means a Purchase Order or an order created through an Interoute website;

“Persistent” VDC storage is persistent as opposed to ephemeral in nature. Persistent storage exists separately from a Virtual Machine, a Virtual Machine can be destroyed and the persistent storage that it is associated with persists;

“Scheduled ICMP Pings” Interoute schedules ICMP Pings every five (5) minutes to all core components within the Service;

“Unavailable” means the Service is Unavailable where Availability falls below 99.99%;

“Virtual Data Centre environment” refers to the Virtual Machines, storage and networking that the Customer has created using the Virtual Data Centre Service;

“Virtual Machine” is a software implementation of a physical server or machine. It is created and managed by the Customer;

“Zone” A Zone is defined as being the location of the physical computing power as chosen by the Customer during ordering process;

3 CHARGES

3.1 Charges Applicable by the Customer

- a. Charges for VDC will comprise a Monthly Charge.
- b. Where the Customer commits to a Committed Billing Model (as detailed on the Order) a recurring fixed Monthly Charge based on such Committed Billing Model plus Burst Charges (where applicable) billed on a per hour (or part thereof) usage rate will apply.
- c. Unless otherwise agreed between the Parties in the Order, Charges for the VDC Service will be invoiced in accordance with the terms specified in Schedule 1 for the amounts detailed in the Order or Change Order.
- d. Burst is not included in the recurring Monthly Charge.
- e. Aggregate Usage will be calculated by summing the usage measured on the Interoute Virtual Data Centre Platform.

Schedule 2N

Additional Terms for Virtual Data Centre Service

- f. A Monthly Charge will be invoiced to the Customer equal to their Aggregate Usage billed on per hour usage rate. Where resource usage includes part of an hour, the Charges shall be rounded up to the next full hour.

4 SERVICE AVAILABILITY

- 4.1 Interoute shall use all reasonable endeavours to ensure 99.99% Availability for the Service.
- 4.2 Availability is calculated by the following method. Scheduled ICMP Pings are made to each element of the Platform at five (5) minute intervals. For the avoidance of doubt, the objective is a measurement of infrastructure Availability and not applications. Availability is calculated based on RAM/Hour equivalent.

$$\text{Availability in \%} = \frac{(\text{Hours in Monthly Review Period} - \text{Service Unavailability})}{\text{Hours in Monthly Review Period}}$$

- 4.3 For the purpose of Availability measurement, support time excludes any Planned Outage.

5 VDC STORAGE

- 5.1 Interoute will make reasonable efforts to ensure that server storage is Persistent. In the event of hardware or software failures, Interoute will make commercially reasonable attempts to return the Service to pre-failure state as solely determined by Interoute.
- 5.2 Interoute will determine the extent of effort and resources required to recover Customer's data. Recovering data after more than one disk fails in a RAID array or other comparably complex recoveries is outside of Interoute's responsibility and is not covered by the Availability SLA or these Additional Terms. Interoute does not assist with any application software. No guarantee whatsoever is provided on the success of any data recovered following a data recovery event.

6 DATA LOCATION

- 6.1 The Customer may choose the Zone that they wish to have their data stored. It is the Customer's responsibility to ensure that this data is backed up, either by using multiple locations or by using a remote backup service. Interoute shall not be liable for any loss of data.

7 SERVICE LEVEL FAILURES

- 7.1 Only failures due to known Interoute problems in the VDC Platform and Interoute IP Network constitute a failure are covered by the Service Levels in these Additional Terms. Examples of failures solely defined by Interoute include but are not limited to; power interruptions, hardware problems such as failures to a hard drive or power supply, and failures to the hypervisor environment supporting the Customer's Virtual Machines. Problems related in any way to a Virtual Data Centre environment – Virtual Machine's operating system or any other software on the Virtual Machine, or to the actions or inaction of Customers or third parties, do not constitute failures and are not subject to any remedy by Interoute. Interoute does not accept any liability for such failures.
- 7.2 In the event Interoute does not meet the Service Availability, the Customer will be eligible for Service Credits as set out in Clause 8 below.

Schedule 2N

Additional Terms for Virtual Data Centre Service

8 SERVICE COMMITMENTS AND SERVICE CREDITS

- 8.1 Service Credits are calculated on a monthly basis based on commit and burst packages only. Where Availability of the VDC Platform falls below 99.99%, Service Credits offered in the form of additional VDC RAM, CPU and Storage resources will be credited for future use. Service Credits will not exceed 300% of the time the resource was Unavailable. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one Euro (€).

$$\text{Service Credit (hour/s)} = \text{number of hours outage (full or part)} * 300\%$$

9 FAULT REPORTING AND MANAGEMENT

9.1 Fault Handling

Any suspected faults should be reported to the Interoute Customer Service Centre using the procedures detailed in the Service Handover. When reporting a fault, the Customer should identify the affected Service and provide details of the fault.

9.2 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.

9.3 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.

9.4 Planned Outages

Planned Outages may be required on the Interoute IP Network and the Interoute Virtual Data Centre Platform, including associated hardware and/or software for scheduled network maintenance and upgrade activities. Save in the case of emergency, Interoute will affect such outages in accordance with the Operation and Maintenance clause in Schedule 1.

10 LIABILITY

- 10.1 Interoute accepts no responsibility and is not liable for the management of the Customer's data. It is the Customer's responsibility to ensure that data archiving, encryption, backup, location and other such data management policies and process are enforced in line with their requirements.
- 10.2 Interoute is not liable for the management of the Customer's Virtual Machine. The Virtual Machines, their operating systems and applications installed on them, the associated licensing, patching and all such maintenance and management are the responsibility of the Customer.
- 10.3 Interoute is not liable for the network created within the Customer's Virtual Data Centre Environment. The design, management and maintenance of the network, its access and associated security are all the responsibility of the Customer.
- 10.4 Except for as set out in these Additional Terms and Schedule 1, Interoute shall have no further liability to the Customer.