

Schedule 2B

additional terms for Managed Video service

1. SERVICE DESCRIPTION

Interoute's Managed Video Service provides point-to-point and multi-point video conferencing for communication between both the Customer's offices and external locations.

2. DEFINITIONS

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

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

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

"Third Party Access" means third party extension circuits that are provisioned between the Customer Premises and the nearest feasible Interoute node.

"Video Service" or **"Service"** means managed video conferencing service.

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

3. SERVICE TERMS

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

1.1 Access and Permissions

- a. The Customer agrees to provide Interoute, its employees, representatives and authorised agents, with access to the Customer Premise(s) to enable Interoute to carry out its obligations to deliver Services (where applicable).
- b. Prior to the installation of any Service at Customer Premise(s) the Customer will ensure that all necessary consents, licences approvals and permissions have been obtained, and that all necessary preparation work has been carried out at the Customer Premise(s) in accordance with any instructions that Interoute have provided. Such work is at the Customer's sole expense.
- c. The Customer shall at all times provide Interoute, its employees, representatives and authorised agents, as may be reasonably required, access to the Equipment located on the Customer Premise(s) via the Interoute IP Network, or otherwise, in order to enable Interoute to carry out management of the Equipment located there. Interoute shall notify the Customer in advance where it requires Customer to make such access available.
- d. The Customer hereby agrees with Interoute not to replace any Equipment located on the Customer Premise(s), to make any modification, alteration or connection to the same other than by prior agreement in writing with Interoute nor to make any disconnection therefrom otherwise than in accordance with such terms and conditions as Interoute shall from time to time stipulate. The Customer shall ensure that the Equipment's cabling, such as network cabling, electrical cabling etc. are always connected.
- e. The Customer shall ensure that all routers and local switches are configured, in accordance with Interoute's recommendation, for video communication. Unless the Customer orders otherwise in the Purchase Order, the Customer shall be responsible for establishing and maintaining a LAN, WAN connection, VPN or prioritized Internet of minimum the agreed bandwidth according to a project plan, between the Customer's network and Interoute Network. This connection shall be upgradeable when necessary.
- f. Ownership and title in any Equipment provided by Interoute under this Agreement shall at all time belong to Interoute, unless stated otherwise in the applicable Purchase Order. The Customer shall prevent third parties from asserting any rights in relation to such Equipment.
- g. During the continuance of this Agreement it shall be the Customer's responsibility to insure, and keep insured, the Equipment located on the Customer Premise(s) with a reputable insurer

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against loss, theft, damage or destruction howsoever arising (unless such damage or destruction is caused by Interoute or its agents). Such Equipment shall at all times be at the Customer's risk.

- h. Following suspension of the provision of any Services, or termination of the Agreement by Interoute and where Interoute subsequently agrees to re-connect the Customer Premise Equipment or re-commence the Services, Interoute shall be entitled to claim, and Customer shall pay upon demand, the costs (as set forth in Interoute's prevailing price list, or specified from time to time) of any reconnection charges charged by Interoute in so agreeing to re-connect or re-commence the provision of the Services.

4. CHARGES

4.1. Charges payable by the Customer

- a. Unless otherwise agreed between Interoute and the Customer in the Purchase Order, Charges for the Video Service and any applicable termination or cancellation charges shall be invoiced in accordance with the terms specified in Schedule 1 for the amounts detailed in the Purchase Order or Change Order.
- b. In addition, any costs incurred by Interoute due to changes in installation dates and inability to perform installation due to Premise(s) not being available at booked date may be invoiced to the Customer on a cost plus basis.

5. SERVICE LEVEL AGREEMENT

Interoute will provide the Customer with Service Credits (where applicable), as set out below, for the failure to meet the Service Levels. Subject to the applicable Service Level, the Customer shall be eligible for a credit when the relevant Video Service fails to meet stated Service Levels.

5.1 Service Levels

Service levels are defined for the following Service performance measurements:

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

5.2 Service Installation

- a. For the installation of a Video Service, Interoute shall provide a Customer Committed Date based upon supplier availability for any Equipment and successful installation of Third Party Access. If Interoute fails to meet the Customer Committed Date, the Customer shall be entitled to a Service Credit in accordance with this Clause.
- b. If only part of a Purchase Order is delayed, valid Service Credits shall be payable only in respect of the Services that are not delivered by the Customer Committed Date.
- c. Where the Customer Committed Date for a Service is not met by Interoute, the following Service Credits shall apply:

Number of full Working Days by which Interoute fails to meet Customer Committed Date for the applicable Service:	Service Credits as % of Installation Charge in respect of the applicable Service:
1 to 5 days	10%
6 to 10 days	20%
11 to 20 days	30%
> 21 days	50%

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5.3 Service Availability

A Service is “Available” (“Availability” has a corresponding meaning) when transmission of signals over the Service occurs in both directions. The Service is “Unavailable” when signals cannot be transmitted 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:

$\frac{\text{(Total hours per month – Total hours Unavailable per month)}}{\text{Total hours per month}}$	x 100
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- a. Interoute shall use reasonable endeavours to ensure that the Services are available for 99.9% of the time.
- b. Where Service Availability falls below 99.9% during any Monthly Review Period, the Customer shall be entitled to Service Credits on the applicable Monthly Charge for the relevant Service as follows:

Service Availability during Monthly Review Period	Service Credits as % of Monthly Charge
<99.9%-99%	2%
98.99%-97%	10%
96.99%-95.0%	30%
<95%	50%

5.4 Time to Repair Target

In the event that a Service is unavailable, Interoute shall use all reasonable endeavours to restore Service within the Time to Repair target of four (4) hours, provided access to the affected Premise is available. Interoute shall 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 shall be entitled to Service Credits on the applicable Service’s Monthly Charge as follows:

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.

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5.5 Limitations to Payment of Service Credits

- a. Exclusions of Service Credits are set out in clause 9.6 of Schedule 1.
- b. 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 Services provided in the applicable Monthly Review Period.
- c. 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

Any suspected faults should be reported to the 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 and should identify the affected Service and provide details of the fault. The Customer will have access to all faults via the Interoute Hub.

6.2. 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.

6.3. 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 shall be calculated as the elapsed time between the fault being reported to the Customer Service Centre and the time when the Service is restored.