

# Schedule 2L

## Additional terms for Virtual Voice Network services

### 1. SERVICE DESCRIPTION

The Interoute Virtual Voice Network (VFN) Service provides the Customer with a dedicated number of Ports leased on the Interoute Voice Soft Switching platform.

### 2. DEFINITIONS

“**Arena**” means the Interoute platform used to establish connections between existing VFN customers, with associated web functionality

“**Best Cost Routing**” means Routing traffic to the best cost provider on the basis of a quality and price ratio;

“**Border Control**” means the control and operation of VOIP network interconnects;

“**Call**” means a voice call initiated by the Customer using the Services;

“**CDR**” means Call Detail Records;

“**Customer Point Code**” means the Switch Point Code allocated to Customer by the country national regulator;

“**Dial Plan**” means the defined number ranges and the country or regional names assigned to specific codes;

“**Emergency Maintenance**” means repairing of system upon damage of equipment, loss of service or fixing and restoring service;

“**Least Cost Routing**” means Routing traffic to the lowest cost provider;

“**Member**” means a company which has rented a VFN partition.

“**Number Management**” means any services provided by Interoute for the routing, translation or definition of telephony number ranges;

“**Port**” means the physical or virtual access provided to the Interoute Switching infrastructure;

“**Port Charge**” means the charges defined in the VFN Purchase Order form relating to the number of Ports purchased;

“**Ready for Testing**” means the date when Customer is formally notified that the Service is available for test calls to be made prior to the Service ready for use;

“**Routing**” means the ability to redirect voice traffic streams between different terminating networks;

“**Support Services**” means services as defined under clause 4.5.c);

“**Trunk Group(s)**” means the physical or virtual voice path between the Customer and the VFN and/or between the VFN and a third party as ordered by the Customer, and / or between existing VFN Customers across the Arena platform.

“**VOIP**” means Voice Over Internet Protocol;

“**VFN Partition**” means customer rented switch ports and bandwidth service.

“VFN Feature Charges” means an optional feature of the VFN service which may incur an additional charge as stated within the Purchase Order.

“**Interoute Web Portal**” means a website which is available to the Customer to view online service reports (“Interoute Hub”).

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

### 3. VIRTUAL VOICE NETWORK TERMS

The Virtual Voice Network provides the Customer with the ability to switch traffic and create interconnects with other parties across the Interoute network. Interoute has no involvement, responsibility and liability with regard to the traffic or any other agreement between its Customer and any third party; as any such agreement shall be the sole responsibility of the Customer.

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

### 4. CHARGES

#### 4.1. Charges payable by the Customer

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Charges for VVN Service may comprise any or all of the following Charges including Installation Charges, Port Charges, Trunk Group charges, VVN Feature Charges, Charges for Support Services, Charges for Professional Services, or any other item as identified below and defined on the relevant Purchase Order.

### 4.2. **Installation Charges**

Any applicable Installation Charges for the implementation of the VVN Service shall be as detailed on the Purchase Order.

### 4.3. **Port Charges**

Port Charges shall be due on a per-port basis (E1 equivalent) at the rates detailed in the Purchase Order form. Interoute will endeavour to accommodate any Customer's requests for Ports to be provided at a specific Interoute Site. However the provisioning of Ports at any specific Interoute Site can not be guaranteed and Ports will be allocated across the Interoute Voice Network as appropriate at that time. The Customer may also request to increase the number of Ports at any point in time. The provisioning of the change in Ports and their Charges shall be subject to a separate Purchase Order. Customers can dedicate Ports solely to be used for inbound or outbound calls as required.

### 4.4. **Trunk Group Charges**

Trunk Group Charges are applicable on a per interconnect basis for connections made via the VVN as detailed in the Purchase Order form and are not capacity related, Where protocol conversion is required to convert traffic between the sending and receiving parties, Interoute reserve the right to charge an additional fee as specified within the relevant Purchase Order.

Any changes made to a Trunk group such as the provisioning of additional capacity, will also incur additional charges as detailed within a respective Purchase Order.

### 4.5. **VVN Feature Chargers**

VVN Feature Charges relate to optional VVN features which are available for an additional charge as detailed on the Purchase Order. VVN Feature charges will include the following:

#### a) **CDR Availability,**

This charge will be applied where additional functionality is made available to VVN customers enabling them to download CDR's as required on a regular basis from a secure FTP site. Interoute will use reasonable endeavours to ensure that the CDR download functionality is available to the Customer on a 24 /7 basis. The exact format of the CDR file is available to customer on written request. Any faults with the CDR facilities should be reported to the Interoute Customer Service Centre in accordance with the standard fault management procedures as detailed in the Service Handover Document. The CDR's will be placed on the FTP site every hour. For the avoidance of doubt, Interoute accepts no responsibility for the validity of the billing data sent by the Customer to the third party.

#### b) **Platform Routing Capability**

Interoute provides the Customer with a managed switch solution and remains the owner of all Equipment.

Routing Management functionality is made available to the Customer on a non-managed basis. Interoute shall provide the Customer with the ability to alter and update their routing table and dial plan as required via XML updates using the Interoute Web Portal site. Any faults regarding the routing plan and upload facility should be notified to the Interoute Customer Service Centre in accordance with the standard fault management procedures as detailed in the Service Handover Document. Maintenance of the routing table is the sole responsibility of the Customer and Interoute shall have no responsibility or liability for its upkeep or any faults, loss, cost, expenses or damage either directly or indirectly associated

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with or arising out of its use. The Customer fully accepts liability for all changes or amendments they make to any aspect of their VVN Service.

### c) **Support Services**

Other Support Services are available to the Customer to assist them in managing their VVN Service. Support Services include but are not limited to:-

- Amendments to a customers forced routing plan,
- The addition / amendment of prefixes on specific trunk groups,
- Amending IP addresses,
- Changes to the traffic direction of a port(s),

Interoute will endeavour to support the above requirements within reasonable timescales. A reasonable number of the VVN support services detailed above will be provided free of charge each month, however Interoute, at its sole discretion, reserves the right to charge for such services should Interoute consider that the demand for such services to be at an excessive level. In such cases, charges will be agreed in writing with the Customer prior to the requested work being undertaken.

### d) **Professional Services**

Upon request, Professional Services can provided to assist Customer in various activities which include but are not limited to :

- Routing management including Least Cost Routing and Best Cost Routing
- Dial Plan and Number Management.
- Provisioning and testing of Customer or supplier implementations.
- Third party customer care and fault management

Pricing and timescales for such services will be dependent upon the complexity, time and scale of work required and will be agreed on a case by case basis prior to commencement of the requested activity.

### 4.6. **Physical Interconnection**

Customer is responsible for the provisioning and all charges relating to the physical connection between their equipment and Interoute's Equipment for the VVN service. Subject to additional charges, Interoute can arrange for this connection on the Customer's behalf.

### 4.7. **Bandwidth Charges**

Interoute will provide bandwidth for the Customer's VVN connections between Interoute POP's as an integral part of the VVN service. This will be incorporated within the Port and Trunk Group charges as detailed in clause 4.3 and 4.4 of this Schedule, unless specifically identified within the Purchase Order.

Such bandwidth is provided solely for the purposes of carrying calls across the VVN platform or providing ingress or egress to and from the VVN Service.

### 4.8. **Minimum commitment**

Where Interoute provides VVN Service on the basis of a minimum spend commitment per month, the specific minimum spend commitment shall be detailed in the Purchase Order.

### 4.9. **Border Control Charges**

Border Control is an integral component of the VVN service and is not separately charged for Customers purchasing Ports on the VVN Service. The charges for Customers solely using the VOIP to VOIP service are defined in the Purchase Order.

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## 4.10. Voice termination charges

For the avoidance of doubt, Interoute shall not terminate any voice traffic as part of the VVN Service.

## 5. Provision and Operation of VVN services

5.1. Notwithstanding clause 2 of Schedule 1, the parties acknowledge that the Customer may order VVN Services on the "Interoute Hub" without signature of an Order Form

### 5.2. Dial Plan and Number Management

The Customer is free to use their own dial plan to route traffic within the VVN Service. Interoute can provide on request a dial plan at Ready For Service Date which may be amended by the Customer at their own discretion. All such changes to the original plan are the sole responsibility of the Customer.

### 5.3. Utilisation

The Customer may order capacity between their network and the VVN where this is not initially activated. When the Customer has been provided with access capacity into the VVN on this basis, the Customer commits to fully utilise the Ports supplied by Interoute by sending and/or receiving traffic on a third party trunk group within the first three (3) month period of the date of circuit provision. In the event that the circuits are not fully utilised, Interoute shall have the right to automatically charge for the ports under the applicable Purchase Order and/or reclaim the unused Ports by providing thirty (30) days written notice.

When the Customer pays recurring Port Charges per month for access links into the VVN, the utilisation of the Ports is entirely at their own discretion.

### 5.4. Service installation and provisioning

Interoute will use reasonable endeavours to install and to provide the Service within the timeframes defined below. These timescales are also applicable to any capacity changes requested by the Customer to an existing Trunk Group. Interoute will test all Services before handing these over to Customer, except where this has not been possible in instances as defined in clause 5.5 below. Interoute will undertake reasonable efforts to liaise with any third parties as instructed on the Customer's behalf during the service installation, provisioning and testing phase; however, all obligations and responsibility for managing any third party relationships during this period remains with the Customer and Interoute shall not be responsible for any delays or inconvenience arising from third party activity or omissions. Interoute commits to notify the Customer in the event of any delays in providing the Service.

Access Type	Description	Timescale from order acceptance to "Ready for Service Status" (Working Days) *
Public Internet	Logical Delivery	5 days
Arena	Logical Delivery	5 days
E1 / T1 (On-Net) (Note 1)	Where Customer (or third party) provides connection to IRT	30 days
E1 / T1 (Off-Net)	Where IRT provide connection to customer / 3rd party at existing IRT site	30 days *

**\*Off-net circuits are dependent on supplier timescales and figures stated are indicative.**

### 5.5. Service Handover

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As part of the Service delivery process, Interoute will notify the Customer that the Service is ready for testing. The Customer shall contact Interoute within five (5) working days of this notification to mutually agree a time for testing. Once the Service has been satisfactorily tested, the Service will be handed over and billing commence. If the Customer or any third party instructed at the Customers request fails to participate in the testing or fails to respond to the test notification request within five (5) working days, Interoute reserve the right to handover the Service without further notice and acceptance shall be deemed. In such instances the RFS Date will be 5 (five) working days after the date of the Interoute test notification request and billing will start accordingly.

5.6. Any Service issues arising following the Service Handover Date must be notified to our Customer Service Centre as detailed in Section 7. However, no Service Credits will be applicable for a period of 90 days following the Ready for Service Date in respect of faults arising on any Services which have been delivered where the Customer failed to participate in the testing or failed to respond to the notification within the 5 working days as described above in clause 5.5 .

5.7. **De – Provisioning**

Decommission of a Virtual Trunk Group between any two Arena Members, will be completed by Interoute within 5 working days, upon receipt of written confirmation from either Member.

5.8. **Switch Point Codes**

Interoute can on request host the Customer Point Code. The Customer maintains full responsibility for the legal and regulatory management and upkeep of their Customer Point Code and for any Customer Point Code administration. The Customer will ensure that they have the appropriate permits and licences for all aspects of the service they provide. Point code hosting costs will be defined in the Purchase Order.

5.9. **Customer Support**

Interoute provides the VVN Service direct to the Customer. The Customer commits to fully manage all their customers and suppliers directly. Interoute will not interface directly with any third parties working with the Customer.

For the avoidance of doubt, Interoute shall not be liable in respect of any contract, agreement or relationship that Customer may have with any third party. If a dispute arises between Customer and a third party involving Interoute's Virtual Voice Network, Interoute shall however provide the Customer with reasonable information and assistance.

5.10. **Management reporting**

The following management reports will be made available for the Customer via the Interoute Web portal.

- Trunk Group based reporting
- Destination based Reporting
- Destination and Trunk Group based reporting

The information reported for each of the three scenarios is illustrated in the table below.

Type of Reporting	Details
ASR	Answer Seizure Ratio
PDD	Post Dial Delay
BHCA	Busy Hour Call Attempts
ACHT	Average Call Hold Time
Minutes	Total Duration of calls
Call Release Code Summary	Call Termination details for all calls

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Reports can be displayed on a monthly, weekly, daily or hourly basis. Further granularity is also offered so that a drill down of up to 30 minutes intervals can be carried out to view more detailed reports.

Reporting can be in a tabular and / or chart format.

Information is provided via the "Interoute Hub" to enable the Customer to monitor an up to date view of their traffic and performance across the VVN and it is not recommended that Customer use the hub to download data for Billing reconciliation or other historical analysis purposes. Such information can however be generated by the Customer themselves using the CDR download functionality available as detailed in Clause 4.5a).

Any additional management reporting requirements, developments to the existing hub reports and / or CDR analysis and reporting provided by Interoute at the Customers request; will be charged at a Professional Service rates as agreed in writing between the Parties.

### 5.11. **Emergency maintenance**

Interoute shall be entitled to suspend the VVN service:

- In a life or property threatening emergency
- If required to do so by any governmental or regulatory authority; or
- Where the Customer is in breach of this Agreement,

Provided that in each case where reasonably practicable to do so, Interoute shall take reasonable measures to contact and inform the Customer in advance. Interoute shall endeavour to re-instate the Service as soon as practicable following such as emergency.

### 5.12. **Warranty**

The Customer warrants that it will not use the Products or Services or permit the same to be used:

- Except in accordance with any relevant legal or regulatory requirements, and operating instructions notified by Interoute from time to time; and/or
- In a manner which constitutes a violation or infringement of the right of any person; and/or
- Contrary to the procedures set out in the Customer Handbook and the terms of this Agreement.

## 6. **ARENA**

Arena is a virtual traffic exchange available to all of Interoute's VVN Customers which enables them to create interconnects between each other as required. Interoute provide access to the Arena platform for all VVN Members. Interoute shall have the right to include VVN Customers on a published Arena Members List which will be made available on the Interoute web portal and other VVN literature for marketing purposes

### 6.1. **Visibility**

Each VVN Customer will receive access to the secure Interoute Hub from which they will be able to:

- Upload their company information
- Upload their voice rates
- View other Members on Arena
- View other Members' company information

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- View other Members' voice rates
- Contact other Arena Members
- Request Trunk Group provisioning,
- Request additional capacity on existing Trunk Groups.
- Request Changes to Trunk group configuration
- View voice statistical reports
- View Recent Invoices
- Log trouble tickets

Further details of the features and functions available within the Interoute Hub can be found in the 'Web Portal User Guide' .

## 6.2. Charges

Any charges for Arena connections between existing VVN customers will be on a per port, trunk group, support and professional services basis as detailed within the Purchase Order.

## 6.3. Interoute's Responsibility

Arena is a venue that allows VVN Customers to exchange information and to establish Interconnects. Interoute is not involved in the traffic or minutes agreements between Members thus can not accept responsibility for the quality or reliability of the services advertised on Arena by the Members, the truth or accuracy of the voice rate listings, or the ability of Members to sell or pay for traffic. Interoute does not guarantee that a Member will complete a transaction.

Any two Arena Members wishing to exchange traffic must agree contractual terms directly between themselves. By using Arena, Members agree to accept such risks and Interoute is not responsible for the acts or omissions of Members on Arena.

In the event of a dispute between Members, Interoute or its officers, directors, agents, subsidiaries, joint ventures and/or employees shall be released from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Without limiting other remedies, Interoute may (i) limit a Members' activity, (ii) immediately remove information or voice rate listings, (iii) temporarily or indefinitely suspend membership to Arena and/or (iv) refuse to provide Arena services to a Member if: (a) this Agreement is breached or the documents it incorporates by reference; or (b) Interoute has reasonable cause to believe that the actions of a Member may cause financial loss or legal liability for Interoute or other Arena Members.

For the avoidance of doubt, Interoute accepts no responsibility for any traffic carried across the VVN and Arena networks. All calls are carried entirely at the risk of the Customer. Interoute accepts no responsibility for commercial contracts between any operators. All Arena Trunk Groups are provided on the basis that all commercial, legal and financial considerations have been agreed directly between all operators.

## 6.4. Disclosure of Information

As a matter of policy, Interoute do not sell or rent any confidential information to third parties for their marketing purposes without a Member's explicit consent. VVN Customer contact information is displayed within the Interoute Web Portal and is visible to all other VVN customers. The Customer can alter or hide their contact information via the Interoute Web Portal. The Customer hereby grants Interoute permission to share and publish customer contact information on the Interoute Web Portal.

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## 6.5 Provisioning

Interoute aim to complete Trunk Group provisioning between Arena customers will be completed within the timescales defined in the table under clause 5.4 above.

Provisioning of Trunk Groups across the Arena platform requires written consent in the form of Purchase Orders from both Arena Members wishing to exchange traffic.

## 7. FAULT REPORTING AND MANAGEMENT

### 7.1. Fault Handling

The Customer is responsible for the acceptance of the Service and any traffic passed to other operators using this. Once the Service has been accepted, any faults or suspected faults should be reported directly to the Customer Service Centre using the procedures detailed in the Service Handover Document. When reporting a fault, the Customer should be able to identify their unique Customer reference number. The Customer will have access to fault reports via the Interoute Web Portal.

### 7.2. Alarm management and monitoring

Interoute will monitor the VVN Services provided to the Customer 24 / 7. Major alarms on third party trunk groups will be passed directly to the Customers NOC for further investigation. No traffic or call performance monitoring will be undertaken by Interoute and all traffic related problems will be managed directly by the Customer and the associated third party. If the Customer wishes to involve Interoute in testing or fault management of third party circuits or trouble tickets such activity may be subject to the standard Professional Service Charges, which will be agreed prior to the commencement of such work. In the event that a hardware or switch fault is found to be the cause of the Customer ticket, these costs will be born by Interoute. All details of the Interoute standard fault management procedures are available in the Service Handover Document.

### 7.3. 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.

### 7.4. 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.

### 7.5. Service Credits

Interoute will provide the Customer with Service Credits, as set out below, for the failure to meet the following Service Availability targets:

Circuit Service Availability

Switch Service Availability

- The Service is "Available" when transmission of signals over the Circuit occurs in either both directions, or in the direction previously defined by the Customer. The Circuit is "Unavailable" when signals cannot be transmitted over the Circuit in both directions, or the direction previously defined by the Customer.

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- 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:

$$\frac{(\text{Total hours} - \text{Total hours Unavailable})}{\text{Total hours}} \times 100$$

### 7.6. Circuit Service Availability

- The Circuit availability SLA will apply to Customers purchasing Ports across the Interoute Network and connected to the Interoute network via a leased-line connection.
- Interoute will use reasonable endeavours to ensure that all protected Circuits are available for 99.95% of the time.
- Where Service Availability falls below 99.9% 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	Service Credits as % of Monthly Charge
99.9% to 99.0%	5%
98.9% to 98.5%	10%
98.49% to 97%	15%
<97%	30%

### 7.7. Switch Service Availability

Switch Service Availability applies to the Interoute VVN platform and associated bandwidth used to transport the traffic across the Interoute Network. Hereof excluded are any faults occurring on connections provided by the Customer or any third party on Customer's behalf.

Where Service Availability falls below 99.95% during any Monthly Period, the Customer will be entitled to Service Credits on the applicable monthly VVN Port rental ("Monthly Charge") as follows:

Service Availability during Monthly Review Period (Switch Service)	Service Credits as % of Monthly Charge
99.95%-99.8%	2%
99.79%-99.5%	5%
99.49%-99.0%	10%
98.9%-98.0%	15%
<98%	20%

### 7.8. Exclusions and limitation of payment 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 the Circuit Service Availability or the 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 or third parties side of the Interoute Network Termination Point, except where such fault or problem is directly caused by the fault action or

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negligence of Interoute, its employees, agents or contractors. Service credits will also not be payable in respect of any periods of Planned Maintenance as defined within clause 10 of Schedule 1;

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 affected Service. The provision of Service Credits shall be the sole and exclusive remedy for the failure to meet targets for the VVN Service. Interoute shall have no additional liability to the Customer.