Viatel Flexi Cloud:	Service Schedule

The following terms and conditions are additional to those in the prevailing Viatel General Terms and Conditions ("**GTC**") (either stand alone or contained in a Wholesale or Master Services Agreement signed between the parties), and shall apply where, pursuant to a Customer Order, the Customer orders; (i) the Viatel Compute Cloud and or (ii) the Viatel Storage Cloud, services (hereafter called "**Relevant Services**") from the suite of Viatel Flexi Cloud Services.

This Service Schedule applies separately to each account using the Relevant Services, it is the Service Schedule referred to in the GTC. Capitalized terms will have the meaning specified in the GTC, and we reserve the right to change the terms of this Service Schedule in accordance with the GTC. Viatel is additionally referred to as "we" or "our" and Customer or "you" or "your".

1. Service Commitment

Viatel will use commercially reasonable efforts to make the Relevant Services each available with a Monthly Uptime Percentage (defined below) of at least 99.99%, in each case during any monthly billing cycle (the "Service Commitment"). In the event any of the Relevant Services do not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

2. Definitions

"**Monthly Uptime Percentage"** is calculated by subtracting from 100% the percentage of minutes during the month in which any of the Relevant Services, as applicable, was in the state of "Unavailable". Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion as defined below.

"**Unavailable**" and "**Unavailability**" mean:

- For Compute Cloud, when all of your running instances have no external connectivity.
- For Storage Cloud, when all of your attached volumes perform zero read write IO, with pending IO in the queue.

A "**Service Credit**" is a euro credit, calculated as set forth below, that we may credit back to an eligible account.

3. Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for either Compute Cloud or Storage Cloud (whichever was Unavailable, or both if both were Unavailable) for the monthly billing cycle in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but equal to or greater than 97.0%	10%
Less than 96.99% but equal to or greater than 95.0%	20%
Less than 95.0%	30%

Service Credits are payable in accordance with clause 1 of the GTC.

Service Credits will not entitle you to any refund or other payment from Viatel. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than ten euro (€10 EUR). Service Credits may not be transferred or applied to any other account.

4. Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim in accordance with clause 1 of the GTC, and the following is the initial information required by Viatel in relation to the claim:

- the dates and times of each Unavailability incident that you are claiming;
- the affected compute instance ID or the affected VPSA IDs;
- your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

Failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

5. SLA Exclusions

In addition to the Service Credit exclusions at clause 1.11 of the GTC, the Service Commitment does not apply to any unavailability, suspension or termination of Compute Cloud or Storage Cloud, or any other Compute Cloud or Storage Cloud performance issues:

i. caused by internet access or related problems beyond the demarcation point of Compute Cloud or Storage Cloud;

ii. that result from failures of individual instances or volumes not attributable to the infrastructure (compute or storage) unavailability;

iii. that result from any maintenance as provided for pursuant to the GTC;

If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

6. Use of the Relevant Services

6.1   Customer may only use the Relevant Services to store, retrieve, query, serve, and execute content that is owned, licensed or lawfully obtained by it ("**Customer Content**").

6.2   As part of the Relevant Services, the Customer may be allowed to use certain software (including related documentation) provided by Viatel or third party licensors. This software is neither sold nor distributed to you and you may use it solely as part of the Relevant Services. Customer may not transfer it outside the Relevant Services without specific authorization to do so.

6.3   Customer will provide information or other materials related to Customer Content (including copies of any client-side applications) as reasonably requested by Viatel to verify its compliance. Viatel may monitor the external interfaces (e.g., ports) of Customer Content to verify compliance. Customer will not block or interfere with Viatel's monitoring, but may use encryption technology or firewalls to help keep Customer Content confidential. Customer will reasonably cooperate with Viatel to identify the source of any problem with the Relevant Services that it reasonably believes may be attributable to Customer Content or any end user materials that Customer controls.

6.4   In connection with Customer's use of Viatel Compute Cloud and the Relevant Services, you are responsible for maintaining licenses and adhering to the license terms of any software you run.

6.5   As part of, or in connection with, its Storage Cloud services, Viatel uses, or makes available, certain third party equipment, software and services of Zadara Storage Inc (or its affiliates). Where Customer purchases the Viatel cloud storage offering, the Customer shall be licenced to use the Zadara software in accordance with Zadara's licence terms.

6.6   Billing will commence once the Service is provisioned and the resources handed over to the Customer.

7.   Microsoft Licences on Viatel Compute Cloud.

7.1   In conjunction with the Relevant Services, you may be allowed to use certain software (including related documentation) developed and owned by Microsoft Corporation or its licensors (collectively, the "**Microsoft Software**").

7.2   If you choose to use the Microsoft Software, Microsoft and its licensors require that Customer agrees to these additional terms and conditions:

     7.2.1   The Microsoft Software is neither sold nor distributed to you and you may use it solely in conjunction with the Relevant Services.

     7.2.2   You may not transfer or use the Microsoft Software outside the Relevant Services.

     7.2.3   You may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software.

     7.2.4   You may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.

     7.2.5   Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Relevant Services.

     7.2.6   You are not granted any right to use the Microsoft Software in any application controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario (collectively, "**High Risk Use**"). Microsoft and its suppliers disclaim any express or implied warranty of fitness for High Risk Use. High Risk Use does not include utilization of the Microsoft Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

     7.2.7   Microsoft is an intended third-party beneficiary of this clause 7, with the right to enforce its provisions or have them enforced.

7.3   For any instance running Microsoft Software (each, a "**Microsoft Instance**"), you may not use nesting, container or similar technologies to sell or resell multiple instances, portion(s) of an instance, or containers running within the Microsoft Instance, unless (a) you are the ultimate end user of the Microsoft Instance, (b) you have supplemented the Microsoft Instance with your own applications, or (c) you have added primary and significant functionality to the Microsoft Instance.

7.4   When the Customer is migrating from its own licensed server application, and wishes to use its existing Microsoft Application License, such licence must include "Software Assurance" which has been procured with the original Microsoft Application license. Otherwise the Microsoft Application License must be procured from Viatel as part of the Services. It is Viatel's understanding that in order to exercise "License Mobility" through Microsoft Software Assurance rights, Customers must execute the "Mobility Verification Form" located at **http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx** or at a successor site. Viatel agrees to provide the Mobility Verification Form to its Customers upon request, and Customers will submit the form to Microsoft for verification and request that Microsoft provide Viatel with confirmation of its verification status.

THE PARTIES UNDERSTAND, ACKNOWLEDGE AND AGREE THAT ONCE THE CUSTOMER ORDER HAS BEEN SIGNED BY THE CUSTOMER AND ACCEPTED BY VIATEL, THIS SERVICE SCHEDULE WITH THE RELEVANT TERMS AND CONDITIONS WILL FORM A LEGALLY BINDING CONTRACT BETWEEN THEM