

Data and Connectivity Services

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 Viatel Data Service Products which include, (i) i-Line Dedicated Internet Access Services, (ii) i-Line IP Transit Services, (iii) i-Line SIP Access Services, (iv) e-Line, (v) e-LAN, (vi) Asymmetrical Broadband Services and (vii) MPLS services, (for the purposes of this Service Schedule, hereafter called the "**Services**" and each individual Service is more particularly outlined in the associated product description).

For the purposes of this Service Schedule: (a) "**CPE**" shall mean the router (as specified in the Customer Order) provided by Viatel to the Customer as part of the Service or the Customer's own router; (b) the term "**Network**" shall mean the Viatel Group of companies' network from time to time between its Points of Presence over which the Service will be routed and does not include any Tail Circuits; (c) the term "**User**" means all persons or entities using or having access to the Service through the Customer or the Customer's network; and (d) the term "**Managed CPE Service**" shall where selected in the Customer Order mean the Service together with more specific support and obligations in relation to equipment and hardware, as more specifically set out in sections 7 and 8 below, and CPE benefitting from this Managed CPE Service is hereinafter referred to as "**Managed CPE**".

Each of the terms "**Outage**" and "**Packet Loss**" have the meanings set out in section 7. All defined terms not otherwise defined in this Service Schedule shall have the meanings ascribed to them in the GTC, or in default their ordinary industry meanings, and all references to a section shall be references to a section of this Service Schedule.

The term MPLS refers to a Service provided on the Viatel Network, over one of the access technologies recited herein, and utilising multiprotocol label switching, and potentially incorporating a virtual private network (VPN) or in a multi-site environment, a wide area network (WAN). The Service Level associated with the MPLS Service is dictated by the access technology utilised.

1. Maintenance

Viatel reserves the right to perform any routine or emergency maintenance that may limit or suspend the availability of the Service. Viatel shall provide reasonable prior notice of any such scheduled maintenance. Any suspension in the availability of the Service pursuant to this section 1 shall not be deemed to be a violation by Viatel of any of its obligations under this Agreement.

2. Access Technology

2.1. The Service may be provided by any one of a number of access technologies. The target resolution time is an operational metric only and relates to complete service outage. Any associated credits for service outages will be based on service availability as detailed at section 7.1.

| Access Technology | Target Resolution Time (Business Hours) |
|------------------------------------|---|
| Dedicated Fibre (Viatel) | 4 hours |
| Dedicated Fibre (Third Party Tail) | 8 hours, subject to third party agreements |
| Licensed Microwave Radio | 4 hours, subject to health and safety requirements |
| xDSL, FTTC and FTTH | 3-5 working days, subject to third party agreements |
| Mobile Broadband, (3G, 4G) | 3-5 working days, subject to third party agreements |

- 2.2. The following matters are all dependent on the access technology selected for the Service, and to the rules and terms of the third-party supplier where applicable; (i) pricing, (ii) delivery times, (iii) repair times, and (iv) cancellation rules.
- 2.3. While Viatel will endeavour to provide accurate pricing in the Order, at any time prior to the commencement date of the Services, Viatel may inform the Customer in writing (or by email) of any proposed price changes as a result of any material unforeseen change or extra cost related to the access, which may include, without limitation, unforeseen wiring charges, construction charges (including cherry-picker hire or scaffolding), distance and termination charges, interconnection charges or other charges assessed by the local exchange carrier or competitive access provider. The Customer shall have the right to cancel the Customer Order without penalty within 10 days of receipt of such price change notification.

3. Delivery & Testing

- 3.1 Viatel shall use reasonable endeavours to meet the Requested In Service Date, provided such Requested In Service Date is in accordance with Viatel's standard lead time for the relevant Service. Viatel shall notify the Customer as to the Committed Delivery Date as soon as is reasonably practicable following acceptance of the Customer Order. Viatel may revise the Committed Delivery Date to reflect any delay caused by: (a) any act or omission of the Customer or of any third party (where such act or omission of the third party is beyond Viatel's reasonable control); (b) any fault on the Customer side of the Demarcation Point; and/or (c) the procurement of a Tail Circuit.
- 3.2 If Viatel fails to deliver a Service by the Committed Delivery Date (or revised Committed Delivery Date, as the case may be), the Customer shall be entitled to a Service Credit calculated in accordance with the table below. For these purposes, Service Credits are calculated as a percentage of the first month's recurring Charges (as stated in the Customer Order) for the relevant Service.

| Business Days past applicable Committed Delivery Date | Service Credit (% of first month's recurring Charges) |
|---|---|
| 0-10 | 0% |
| 11-20 | 50% |
| 21-30 | 100% |

- 3.3 If Viatel fails to deliver the Service within 12 weeks of the Committed Delivery Date (or revised Committed Delivery Date, as the case may be), then the Customer may terminate the Service. Such termination shall be in lieu of Service Credits. For the avoidance of doubt, no Service Credits shall apply to the delivery of any third-party Tail Circuit or other local access circuit.

4. IP Addresses

- 4.1 One IP address will be provided as standard where applicable and required for the Service. Availability of additional IP addresses, if requested, are not guaranteed and will be subject to additional charges.
- 4.2 Except for IP addresses explicitly owned by the Customer, all IP addresses made available with the Service shall at all times remain the property of Viatel or its suppliers and shall be non-transferable. All the Customer's rights to use such IP addresses will cease on termination or expiration of the Service.
- 4.3 If the Customer is transferring an IP address from a different service provider, it shall be the Customer's responsibility to contact that service provider to transfer the IP address to Viatel.

5 Use of Service

- 5.1 The Customer acknowledges that Viatel exercises no control over, and accepts no responsibility for the information, services and content accessible on the Network or the internet. Viatel shall use commercially

reasonable endeavours to: (i) monitor its Network, including its interconnection to other networks; and (ii) maintain its Network in an operational state in order to provide Service in accordance with the Service Level Availability set out below. The Customer assumes total responsibility for the Customer's use and its Users' use of the Service, software and Equipment, whether or not provided by Viatel, and the internet.

- 5.2 The Customer acknowledges and agrees that the internet contains materials that are sexually explicit or may be offensive and is accessible by persons who may attempt to breach the security of Viatel's and/or the Customer's network.
- 5.3 Viatel has no control over, and expressly disclaims any liability or responsibility for, such materials or actions. The Customer and its Users access the Service at their own risk. Except as specifically provided in the Service Level Availability section below, Viatel expressly disclaims any representation or warranty that the Service or the software or Equipment provided by Viatel will be error free, secure or uninterrupted. No advice or information given by Viatel shall create a warranty other than as expressly recorded in this Agreement;
 - 5.3.1 Viatel reserves the right to terminate the Service if it determines, acting reasonably, that the Customer or any of its Users is actually or allegedly engaged in activities that are illegal, fraudulent or wrongful or which may be harmful to Viatel in any way.
 - 5.3.2 The Customer acknowledges that it is responsible for implementing any desired security mechanisms as network security is not provided by Viatel or the Service.

6 Fees & Charges

The Charges specified in the Customer Order for the Service and the terms of supply can be amended to reflect, any changes to the requirements or the service level expectations, requested by the Customer.

7 Service Levels

Subject to the terms and conditions of this section 7, Viatel shall provide the Customer with the following terms.

7.1 Service Availability

Viatel's goal is to maintain 100% Service availability.

The Customer shall be entitled to a credit for an Outage. An Outage means a failure associated with the Network only, which renders the Service unavailable (i.e., a particular Customer circuit is unable to transmit data). An Outage period begins upon the earlier of (y) the Customer reporting a malfunction in Service to Viatel that is confirmed by Viatel; or (z) Viatel detecting a malfunction, where, in either case, the malfunction is solely due to a failure on the Network. An Outage period ends when the Service is fully operational (i.e., the particular Customer circuit is able to transmit and receive data).

Credits for Outages will be calculated monthly based on the cumulative elapsed time of any Outages and the monthly recurring Charge for the Service as follows:

| Total Monthly Outages (in minutes) | Credit (percentage of monthly recurring Charge for the Service) |
|---------------------------------------|---|
| Less than 15 | 0% |
| Over 15 up to and including 240 | 5% |
| Over 240 up to and including 480 | 10% |
| Over 480 | 20% |

7.2 Network Delay

Viatel's goal is to meet the following average monthly round trip delay times for traffic transmission on the segments of the Viatel Network listed.

| Segment of Viatel Network | Average Monthly Round Trip Delay (milliseconds) |
|---------------------------|--|
| Intra-European Points | 30 |

Network Delay is measured as the average monthly round trip delay between Points of Presence over the relevant Network segment. The measurement of Network Delay excludes any delay caused by: (i) the Customer or any third party; (ii) the Tail Circuit or Customer Tail Circuit (*i.e.*, the Customer's local access circuit); (iii) transit or peering connections; (iv) circuits to the traffic exchange points; (v) maintenance; (vi) failure of power or equipment provided by the Customer or others; (vii) events during any period in which Viatel is not given access to the affected Customer Sites; or (viii) the performance of internet networks and traffic exchange points controlled by other parties.

7.3 Packet Loss

Viatel's goal is to ensure that average monthly Packet Loss across the Network does not exceed 1%. **"Packet Loss"** refers to Internet Protocol packets that are carried across the Network and are not delivered. Packet Loss is measured as the average monthly measurements over the Network. The measurement of Packet Loss excludes any Packet Loss caused by: (i) the Customer or any third party; (ii) the Tail Circuit or Customer Tail Circuit (*i.e.*, the Customer's local access circuit); (iii) transit or peering connections; (iv) circuits to the traffic exchange points; (v) maintenance; (vi) failure of power or equipment provided by the Customer or others; (vii) events during any period in which Viatel is not given access to the affected Customer Sites; or (viii) the performance of internet networks and traffic exchange points controlled by other parties.

If Packet Loss solely on the Network is 30% or more for a consecutive period of more than 15 minutes in any one calendar month, then, and only then, the period of such packet loss shall be treated as an Outage for the purposes of section 7(a) (ii) above and those minutes shall be included in the Total Monthly Outages calculation.

7.4 Support Response Time

Viatel will prioritise incident tickets raised based on the severity of the incident or request along with the table below.

| Priority | Impact | Description | NOC Update |
|------------|----------|---|----------------|
| Priority 1 | Critical | Key network infrastructure failed or unavailable causing severe disruption to primary business operations. | Every hour |
| Priority 2 | High | A customer connection failed or unavailable causing severe disruption and impact to customer's business operations. | Every 2 hours |
| Priority 3 | Medium | Some services and or functions are degraded causing medium impact and service interruption. | Every 8 hours |
| Priority 4 | Low | Partial service functionality has failed or is unavailable with minimal inconvenience to customers. Business disruption is minimal or not effected. | Every 24 hours |
| Priority 5 | N/A | Services are not impaired; customer is requesting extra or additional function/services or making an inquiry. | 5 working days |

8 Hardware Support (Managed CPE Service only)

8.1 Where the Customer elects for the Managed CPE Service option in the Customer Order, Viatel will provide hardware support ("Hardware Support"). Hardware Support response and fix times are measured from the time when Viatel logs the fault, having first identified that fault as being a Viatel Hardware Support issue. A fault shall be deemed rectified when Viatel records that fault as having been fixed.

| Support Level Options | Fix Time |
|---|---|
| Gold or Advanced Hardware Support | On-Site Hardware Support service providing Managed CPE fix within 4 clock hours, measured from Viatel (acting reasonably) accepting the fault as a Managed CPE fault, such acceptance and fix times to be measured between 00:00 and 24:00, Monday to Sunday, including local public, statutory and bank holidays |
| Silver Or Standard Hardware Support | On-Site Hardware Support service providing Managed CPE fix by the end the Business Day after the Business Day of notification, measured from Viatel (acting reasonably) accepting the fault as a Managed CPE fault, such acceptance and fix times to be measured in Business Days. |

8.2 Subject to the terms of the Managed CPE Service option, the Customer shall be entitled to a credit for a hardware failure of the Viatel CPE that is not rectified within the specified fix times of the relevant hardware support option, as follows, where "Hours Out of Agreed Fix Time" are measured based on the time that the actual fix time exceeded the fix time of the Customer Order and the relevant support level option indicated in the Customer Order.

| Hours Out of Agreed Fix Time | Credit (% of monthly recurring charge for the Service) |
|------------------------------|---|
| Less than 2 hours | 5% |
| 2 hours - < 4 hours | 10% |
| 4 hours - < 8 hours | 15% |
| 8 hours and above | 20% |

9 Equipment and Maintenance

9.1 Where a Managed CPE Service is ordered and provided by Viatel, Viatel will maintain, manage and support all Viatel supplied Managed CPE, including all associated device configurations and operational usernames and passwords. Customer must provide Viatel unrestricted access to Viatel-provided Managed CPE for purposes of testing, upgrading, and other maintenance activities. Customer will provide continuous electrical service to Viatel provided CPE. Viatel will not be responsible for management of Viatel provided Managed CPE if Customer has modified the Managed CPE, including making any configuration changes.

9.2 Customers who choose to provide their own CPE will be solely responsible for all router maintenance, management, and support.

10 Outage Reporting and Management

- 10.1** The Customer shall immediately notify Viatel of any suspected Outage (having made all reasonable enquiry to verify that the underlying Fault is the responsibility of Viatel under this Agreement) and provide Viatel with sufficient information and assistance (as required by Viatel) to enable Viatel to restore the Service.
- 10.2** As a minimum, the Customer shall report the fault to Viatel's NOC department by telephone (1890 940 404, 1800 718 518 or +353 (0) 1 2569210) or via e-mail (to: noc@viatel.com) or such other telephone number or e-mail address as may be notified to the Customer by Viatel from time to time and provide the following information in its notice (the "Outage Notice") to Viatel:
- (i) the name, telephone number and e-mail address of the person reporting the Outage;
 - (ii) the Customer contact name, telephone number and e-mail address (if different from above);
 - (iii) the physical location of the Outage (if known);
 - (iv) details (i.e. reference number/address) of each Site(s) affected by the Outage; and
 - (v) any other information available to the Customer that may be relevant to the identification of the Outage and which may assist in locating the Outage and restoring Service.
- 10.3** Viatel will give a trouble ticket fault reference number to the Customer. The trouble ticket fault reference number must be referred to in all subsequent communications concerning the relevant reported fault.
- 10.4** Provided the Customer reports a fault With the Service in accordance with the procedure specified above, Viatel shall take appropriate steps to correct the Fault. More particularly, Viatel shall respond by;
- a. providing advice by telephone including, where appropriate, any tests and checks to be carried out by the Customer; and/or
 - b. where possible, carrying out diagnostic checks from Viatel's premises; and/or
 - c. visiting the site or another point in Viatel's network if Viatel considers this is necessary

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 GENERAL TERMS AND CONDITIONS WILL FORM A LEGALLY BINDING CONTRACT BETWEEN THEM