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) "**NTE**" shall mean the Network Termination Equipment used to hand off the service to the customer provided by Viatel as part of the Service (b) "**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 NTE Service**" shall where specifically selected and paid for 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 NTE benefitting from this Managed NTE Service is hereinafter referred to as "**Managed NTE**".

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.

The Service may be provided by any one of a number of access technologies, Dedicated Fibre (Third Party Tail), licensed Microwave Radio, xDSL, FTTC, FTTH, Satellite and Mobile Broadband.

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.

2.2. Viatel's goal is to maintain 100% Service availability. In the eventuality of an outage occurring please see target resolution times below.

Access Technology	Target Resolution Time (Business Hours)
Dedicated Fibre (Viatel)	8 hours
Dedicated Fibre (Third Party Tail)	8 hours, subject to third party agreements
Licensed Microwave Radio	8 hours, subject to health and safety requirements
Satellite	3-5 working days, subject to third party agreements
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

2.3. Where the Customer elects for the Enhanced Service Level option in the Customer Order, this is a service provided by the third-party tail provider and any enhancements or resolution times are subject to the third party.

2.4. 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.

2.5. 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 & Acceptance

For the purposes of this section 3, the following definitions shall apply;

"Acceptance" means acceptance of the Service by the Customer in accordance with section 3.5 and "Accepted" shall be construed accordingly.

"Demarcation Point" means the optical distribution frame or other termination point (as identified in the Order) signifying the physical or logical boundary between: (i) the Viatel Network and/or Viatel Equipment; and (ii) the network to which the Service is to be connected.

"Estimated Delivery Date" means the date on which Viatel shall deliver the Service to the Customer, as notified to the Customer by Viatel, based on the lead time for procurement and provision of the Service.

"Fault" means (i) a material fault or other impairment in the Service which causes an interruption in the provision of the Service, or (ii) where "availability" or "unavailability" or "uptime" or "downtime", or similar concepts, are specifically provided for in this Service Schedule related to the Service, a fault in those circumstances shall as determined with this Service Schedule.

"In Service Notification" means the notification provided by Viatel confirming that the Service is (i) operational (and if appropriate, free of any Fault) or (ii) is, in the opinion of Viatel, capable of operation and subject only to matters within the control of the Customer, in which case the notification shall itemise those matters.

"Site(s)" means the site, premises or other location, including any third-party termination point, to and/or at which the Service is provided, and **"Customer Site"** shall mean any such site as is owned and/or operated by or on behalf of the Customer and/or any end-user.

"Tail Circuit" means the physical connection (local access circuit) connecting the Viatel Point of Presence to the relevant Site.

"Viatel Equipment" means the Viatel equipment located in a Viatel Point of Presence at which the Service shall be delivered to the Customer.

"Viatel Network" means the telecommunications system which Viatel and or its Affiliates has the right to run under applicable law.

"Viatel Point of Presence" means a Viatel point of presence on the Viatel Network, connection to which is required in order for Viatel to provide the Service.

3.1 After the Order is accepted, Viatel shall use all reasonable endeavours to provide the Service by the Estimated Delivery Date. Viatel shall notify the Customer of the Estimated Delivery Date as soon as is reasonably practicable following acceptance of the Order.

3.2 The Service shall be provided by Viatel to the relevant Demarcation Point(s). The Customer shall ensure the Customer side of the Demarcation Point (including any equipment provided by the Customer) meets all technical specifications included in the Order or as otherwise specified by Viatel.

3.3 Where the Demarcation Point is within a Site owned or occupied by Viatel, then the Customer shall comply with the access and operating procedures of that Site and/or any other procedures that may be notified to the Customer. Where the Demarcation Point is in a non-Viatel location, to enable Viatel to deliver the Service, the Customer shall: (i) provide to Viatel the Site and demarcation information as reasonably required by Viatel; (ii) at its own expense prepare the Site in accordance with Viatel's reasonable instructions and in accordance with all applicable health and safety requirements; (iii) procure the grant to Viatel of access to the Site including the obtaining of all necessary wayleaves, consents, licenses or other permissions. Where such information or access is delayed, the Estimated Delivery Date may be extended by Viatel by one day for every day of delay.

3.4 Viatel shall issue an In-Service Notification when the Service is ready to hand over. The Customer shall, within five (5) Business Days of receipt of such In Service Notification, notify Viatel of any Fault. In the event that a Service is to be provided to multiple Sites, such notification shall specify the Sites which are affected by the Fault, with the Service being deemed Accepted with respect to all other Sites. In the event that Customer notifies Viatel of a Fault then, as the Customer's sole and exclusive remedy, Viatel shall use reasonable endeavours to rectify the Fault and either provide the Customer with a new In-Service Notification or reconfirm the previous In-Service Notification.

3.5 The Service shall be deemed Accepted by the Customer upon; (i) the expiry of the five (5) Business Days period referred to in section 3.4 where no notification as to any Fault has been made by the Customer; or (ii) reconfirmation by Viatel of an In Service Notification in accordance with section 3.4; or (iii) where no In Service Notification has been issued, upon the date the Customer first uses the Service. Billing will commence on the date of the In-Service Notification. In the event a Fault is notified under section 3.4 which delays the actual service commencement, Viatel will give the Customer a credit note for the period any such Fault subsists and delayed the service commencement.

3.6 Unless procured by the Customer, Tail Circuits required for the provision of the Service shall be detailed in the Order and shall be provided by a third-party operator. Any rights, remedies, credits or service the Customer may have, or be entitled to regarding a Tail Circuit, are limited to those rights, remedies, credits or service which Viatel (and/or any relevant Viatel Affiliate) may be entitled to under its agreement with the third-party operator of the Tail Circuit;

3.7 The estimated costs for any relevant Tail Circuit(s) shall be incorporated within the Charges indicated on the Order but may remain subject to a survey of the relevant Customer Site by the third-party operator and may be subject to change, with any such change (whether constituting an increase or decrease in the Charges) being passed onto the Customer in its entirety.

3.8 The Customer acknowledges that Viatel may use Affiliates and/or subcontractors to provide a Service (or any part thereof).

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

6.1 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.

7 Service Levels and Credits

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

7.1 Service Availability Credits

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 (i) the Customer reporting a malfunction in Service to Viatel that is confirmed by Viatel; or (ii) 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(1) (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 0	Critical	Key network infrastructure failed or unavailable causing severe disruption to primary business operations.	Every hour
Priority 1	High	A customer connection failed or unavailable causing severe disruption and impact to customer's business operations.	Every 2 hours
Priority 2	Medium	Some services and or functions are degraded causing medium impact and service interruption.	Every 8 hours
Priority 3	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 4	N/A	Services are not impaired; customer is requesting extra or additional function/services or making an inquiry.	5 working days

8 Managed NTE

8.1 Where the Customer elects for the Managed NPE 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.

8.2 Viatel's definition of managed NTE includes the following;

8.2.1 Once the hardware support issue is identified the NTE will be recovered or replaced with an 8hr SLA Monday to Sunday 9am to 5pm.
8.2.2 Managed NTE provides the customer with visibility of the NTE through ICMP and SNMP integration. It does not include LAN features normally provided by a router such as DHCP WIFI etc.
8.2.3 The NTE will be monitored by Viatel's NOC 24x7x365
8.2.4 The managed NTE service includes enhanced SLA with the tail provider where appropriate.

8.3 If Customer troubleshooting is not completed in accordance with paragraph 9.2 or as instructed, or a fault is not deemed to be NTE related additional charges will apply for callout.

9 Equipment and Maintenance

9.1 Viatel will remain the owner of the NTE, replacement of faulty NTE will be completed by Viatel once appropriate troubleshooting is completed by the customer.

9.2 Some example troubleshooting steps such as but not limited to, checking power, power cycling NTE, cable checks (swaps), providing photo/video of the equipment onsite must be completed.

9.3 Where a Managed NTE Service is ordered and provided by Viatel, Viatel will maintain, manage and support all Viatel supplied Managed NTE, including all associated device configurations and operational usernames and passwords. Customer must provide Viatel unrestricted access to Viatel-provided Managed NTE 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 NTE if Customer has modified the Managed CPE, including making any configuration changes.

9.4 Customers who choose to provide their own CPE or NTE 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 Basic troubleshooting should be completed before raising a fault, steps such as but not limited to, checking power, power cycling NTE, cable checks (swaps), providing photo/video of the equipment onsite.

10.4 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.

10.5 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