

Schedule Document

hostTALK

Node4 Limited

29/11/2007

SCHEDULE

Additional terms, Service Description & Service Level Agreement for Co-location

1. SERVICE DESCRIPTION

The Node4 Co-location Service provides the Customer with the ability locate equipment within the Node4 Data Centre.

2. DEFINITIONS

“Additional Terms” means this Schedule 2 forming part of the Master Agreement, which describes the Products and/ or Services to be provided and the relevant service levels;

“Bandwidth Charge” means charges payable by the Customer to Node4 as defined in the Order Form form;

“Business Hours” means Monday to Friday, 9am to 5pm, excluding Bank and other Public Holidays;

“Charges” means charges as described in this Schedule 2 and where relevant set out in the Order Form Form, and shall be payable by the Customer in accordance with Clause 3 of Node4’s Standard Terms and Conditions (Schedule 1);

“Customer Responsible Faults” means in the event that a Service Affecting or Non-Service Affecting Fault is identified as being attributable to Customer Provided Equipment, Premises, Customer power supplies, or the action of the Customer, employees or agents of the Customer, the fault shall be deemed the responsibility of the Customer. Any downtime shall not be included in service availability measurements and does not qualify for compensation.

“Equipment” means, without limitation, any equipment, machinery, and apparatus provided by Node4 as part of the Services, and/or used in order to make available the Co-location Services to the Customer;

“Fault Ticket Number” means the unique number issued when logging a fault with Node4.

“Installation Charge” means charges payable by the Customer for the installation of Co-location Services as provided in the Order Form;

“Monthly Review Period” means the calendar monthly periods commencing on the 1st of each month during the Term, over which Service performance measurements are calculated, provided that the first Monthly Review Period will commence on the Service Commencement Date;

“Network Management System” means Node4’s network integrated fault management system;

“Node4 Network” means the network wholly owned and managed by Node4;

“Non-Service Affecting Fault” means a fault or condition which is not a Service Affecting Fault.

“Number Management” means any services provided by Node4 for the routing, translation or definition of telephony number ranges;

“Planned Outage” means in maintaining the service provided, Node4 may with reasonable notice require a temporary outage in service. Wherever possible Node4 will agree the outage with you in advance of the required work. Any planned downtime shall not be included in fault or service reliability measurements.

“Professional Service Charges” means the professional service charges detailed on the Order Form or otherwise agreed in writing between the Parties in accordance with Clause 4 below;

“SBC” means Session Border Controller

“Service Affecting Fault (SAF)” means any failure of Node4 Network, equipment or service, which, in our reasonable opinion causes a loss of a customers service. In all such cases the service shall be deemed unavailable and the length of downtime recorded by Node4 from when the fault is registered by Node4 and a fault ticket number allocated.

“Service Availability” means the time for which a Node4 service is usable, expressed as a percentage of the total time in a given Service Measurement Period. The Node4 service shall be deemed available for the purposes of calculating Service Availability if it is not usable due to an event outside our reasonable control, a Customer Responsible Fault, a Third Party Attributable Fault or is due to a Planned Outage.

“Service Commencement Date” means the date when Node4 provides the Service tested and ready for use;

“Service Measurement Period” means a calendar month for which the Service is available.

“Technical Support Centre” means Node4’s fault management centre, which operates the Node4 Network Management System;

“Third Party Attributable Faults” means in the event that a Service Affecting or Non-Service Affecting Fault is identified as being attributable to a third party this measurement period shall not be included in service availability measurements. Such faults do not qualify for rebates or compensation. Node4 will endeavour to resolve and rectify such Third Party Attributable Faults as soon as possible.

“Time To Resolve Fault (TTRF)” means the length of time from the issue of the fault ticket number to repair and resolution or the service circuit and/or associated equipment.

“VOIP” means Voice Over Internet Protocol;

“Web Portal” means a website Customer may use to view online service reports.

3. Co-location TERMS

The following terms and conditions shall apply when Node4 provides Co-Location Services to the Customer.

4. CHARGES

4.1 Charges payable by the Customer

Charges for Co-location may comprise any or all of the following Charges including an Installation Charge and a Monthly or Annual Service Charge.

4.1.1 Installation Charges

Any applicable Installation Charges for the implementation of the Co-location service shall be detailed on the Purchase Order.

4.1.2 Rental Charges

Rental charges are paid either monthly or annually in advance based on the rackspace provided and any other related service and are identified on the purchase order.

4.1.3 Bandwidth Charges

Bandwidth is charged based on either guaranteed bandwidth (per Mb), or data transferred (per Gb). Some services have optional burst capacity and services with this capability are charged using the 95th percentile method. Some services may include an allowance. Bandwidth charges are identified on the purchase order.

4.1.4 Professional Services

A full range of Professional Services are available to the Customer. The Professional Service Charges include but are not limited to:-

- installation and configuration of servers, firewalls and switches
- rotation of customer tapes on daily or weekly basis
- remote services
- management

The Professional Services are subject to the price list below. Specific rates for large or repeat orders can be agreed on a case by case basis in writing.

All incremental expenses incurred during these Professional Services will be passed directly to the Customer. Provisioning costs such as cabling will be discussed and agreed with the Customer in the Purchase Order.

Tasks undertaken by Node4 at the request of the Customer or activities undertaken by the Customer which require the remote support of Node4

personnel will be charged at the hourly rates shown below.

| Time support required: | 48 hours notice | hours | 24 hours notice | hours |
|--------------------------|------------------|-------|------------------|-------|
| Mon – Fri business hours | £55.00 per hour | | £55.00 per hour | |
| Mon – Fri other times | £90.00 per hour | | £90.00 per hour | |
| Saturday | £100.00 per hour | | £100.00 per hour | |
| Sunday | £100.00 per hour | | £100.00 per hour | |

These rates are for a trained telecommunications technician are subject to an annual review by Node4. For CCIE or MCSE level engineers other charges apply.

4.1.5 Rebates

Where the customer takes services where rebates may be available, Node4 shall pay each rebate to the Customer within 7 days of receipt by Node4 of the amount of such rebate from the relevant network operator. Each rebate shall be calculated according to the duration of calls to the Rebate Service as indicated by Node4's equipment and not by any of the customer's own or rented apparatus.

4.1.6 Minimum commitment

The service is subject to a minimum contract term of 12 months. For termination of the services, there is a minimum notice period of 30 days written notice the earliest of which can be given at the end of the minimum contract term. Details of minimum commitment terms for additional services shall be detailed in the Order Form.

5. Provision of hostTALK services

The Node4 hostTALK service provides the customer:

- extension(s) on a Hosted Cisco CallManager
- other applications identified on the Order Form
- the ability to make and receive telephone calls
- Node4 are not responsible for QoS, unless delivered across a Node4's QoS enabled Broadband or IP-BVN service

5.1 Numbering

Both Geographic and Non-geographic numbers (0800, 0844, 0845, 0870, 0871) are available for use on the hostTALK service.

5.2 Emergency Services

Emergency Service Calls (999 and 112) are supported. This is subject to accurate site details being provided to Node4 and takes approximately 4 weeks to be activated.

5.3 Number Porting

Node4 provide number porting services for both geographic and non-geographic numbers from several operators. The following completed forms are required to progress a number port:

- Customer Letter of Authorisation (on end user letter head)
- Number Porting Data Capture Form

Lead times are Identified in the Number Porting Lead Times document.

Numbers can be ported away from Node4 subject to the subsequent provider having a porting arrangement with Node4.

5.4 Connectivity

Connectivity between Node4 and the customer site is provided using the Node4 Broadband or IP-BVN solution. This is covered by a separate Service Provision and Service Level Agreement. Please refer to the IP-BVN or relevant connectivity schedule for details.

Where the customer opts to use their own broadband connection Node4 can provision an IPSec Site-to-Site connection using the customers own Internet connection but there are no guarantees for this service.

5.5 Hardware

As part of a HostTALK solution hardware may be supplied including, but not restricted to:

- Cisco IP Phones
- Cisco Switches (optional PoE)
- Cisco Routers

Any hardware supplied is not covered under the Service Level Agreement but hardware maintenance as identified on the order from.

5.5 Service installation and provisioning

Node4 agree to use reasonable endeavours to install and provide the Service within the timeframes defined in the Order Form. Node4 commit to notify the Customer in the event of any delays in providing the Service.

5.6 Customer Support

Unless otherwise stated Bronze level support, as identified in the fault management and reporting handbook is provided on hostTALK services. Node4 provides the hostTALK service direct to the Customer. The Customer commits to fully manage all their customers and suppliers directly. Node4 will not interface directly with any third parties working with the Customer. If the Customer requires Node4 to provide their customers with a customer care or NOC service this is available on request and subject to Professional Service Charges.

5.7 CDR definition

Where customer's choose to bill their customers for calls, CDR's will be placed on a secure site for the Customer to download on a daily basis. Node4 will use its reasonable endeavours to ensure that the CDR download facility is permanently available. Any faults with the CDR facilities should be reported to the Node4 Technical Support Desk in accordance with the standard fault management procedures. The CDR's will be placed on the site every hour. Node4 accept no responsibility for the validity of the billing data sent by the Customer to third parties.

5.8 Node4 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 Node4's hostTALK service, Node4 shall provide the Customer with reasonable information and assistance (to the extent that such is not adverse to Node4's interests to Customer (at Customer's expense) in the resolution of such dispute).

5.8 Suspension of Service

Node4 shall be entitled to suspend the hostTALK 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 or the Terms & Conditions.

5.9 Warranty

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

- For the transmission of any material which is defamatory, offensive or of an abusive or obscene or menacing nature; and/or
- To cause annoyance, inconvenience or needless anxiety or any improper use; and/or

- Except in accordance with any relevant legal or regulatory requirements, and operating instructions notified by Node4 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. FAULT REPORTING AND MANAGEMENT

6.1. Fault Handling

Faults are handled as outlined in the Fault Reporting and Management Hand book

6.2. Maintenance Window

Where Node4 plans to perform essential works Node4 will endeavour to perform such works during low traffic periods and will endeavour to give the Customer at least five (5) days prior notice. In the event of an emergency or Service affecting fault such notice may be less than 24 hours.

6.3. Time to Resolve Faults

Node4 aims to resolve faults in relation to the Node4 infrastructure causing a loss of service within four (4) hours.

| | Description | Cat 1 | Cat 2 | Cat 3 | Cat 4 | Cat 5 |
|----------------|---|---------|---------|---------|----------|------------|
| Business Hours | Faults & Technical Queries Acknowledgement* | 30 Mins | 30 Mins | 1 Hour | 2 Hours | 1 Day |
| | Remedial Engineer Actions Commence | 1 Hour | 2 Hours | 4 Hours | 12 Hours | N/A |
| | Time to Resolve Fault** | 2 Hours | 4 Hours | 8 Hours | 48 Hours | 5 Days *** |

| | Description | Cat 1 | Cat 2 | Cat 3 | Cat 4 | Cat 5 |
|--------------------|---|---------|---------|--------------------------|--------------------------|--------------------------|
| Non-Business Hours | Faults & Technical Queries Acknowledgement* | 60 Mins | 60 Mins | Automated Email Response | Automated Email Response | Automated Email Response |
| | Remedial Engineer Actions Commence | 2 Hours | 2 Hours | N/A | N/A | N/A |
| | Time to Resolve Fault** | 4 Hours | 4 Hours | N/A | N/A | N/A |

Hours of response is dependant on Service Level (Bronze, Silver, Silver Plus, Gold)

All category 1 & 2 faults should be raised via the tickets system then followed by a phone call.

* *Acknowledgement refers to an automated service which generates a response and alerts engineers of a service failure; or where there is dialogue between the client and the engineer.*

** *We will use reasonable endeavors to adhere to the TTRF guidelines. Where fault resolution involves third parties, or hardware replacement, then this is subject to the support contracts in place with those parties.*

*** *Change requests will be completed during business hours within 5 days where requests are conducted within the support contract. This does not include change requests outside of the support contract, or change request implemented outside normal business hours these will be dealt with as chargeable projects.*

6.4. Fault Duration

All faults recorded by the Network Management System will be reconciled against the corresponding fault ticket raised by the Technical Support Centre. The exact fault duration will be calculated as the elapsed time between the fault being reported to the Technical Support Centre and the time when Service is restored.

6.6. Service Credits

Node4 will provide the Customer with Service Credits, as set out below, for the failure to meet the following targets:

- Overall Service Availability

The Service is “Available” when the HostTALK platform is able to deliver inbound and outbound calls to required destination.

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:

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

6.8. Service Availability

| | |
|--|---|
| Service Availability during Monthly Review Period (Switch Service) | Service Credits as % of Monthly Rental Charge |
|--|---|

| | |
|---------------|-----|
| <99.99%-99.8% | 2% |
| 99.79%-99.5% | 5% |
| 99.49%-99.0% | 10% |
| 98.9%-98.0% | 15% |
| <98% | 20% |

6.9. Calculation of Service Credits

- Where a Monthly Review Period incorporates part of a month, any Service credit will apply to a pro-rated Monthly Charge.
- Service credits will be calculated monthly, aggregated and credited to the Customer on a quarterly basis.
- If a Service is cancelled during a Monthly Review Period, no Service credit will be payable in respect of that Circuit for that Monthly Review Period.
- The Customer must claim any Service credit due to a failure to meet the Service levels, in writing, within twenty one (21) business days of the date at which the Customer could reasonably be expected to become aware of such failure. The Customer shall not be entitled to any Service credits in respect of a claim unless and until Node4 has received notice of the claim in writing in accordance with the above. Should Node4 require additional information from the Customer, the Customer shall assist, and shall not be entitled to any Service credits until Node4 has received all the information it has reasonably requested.

6.10. Exclusions to Payment of Service Credits

Service credits will not be payable by Node4 to the Customer in relation to the Service Availability for faults or disruptions to the Service caused by any of the following:

- The fault, action or negligence of the Customer, its employees, agents or contractors;
- The Customer failing to comply with Node4's Standard Terms and Conditions;
- A fault in, or any other problem associated with, equipment connected on the Customer's side of the Node4 Network Termination Point, except where such fault or problem is directly caused by the fault action or negligence of Node4, its employees, agents or contractors;
- Any event described in Clause 12 (Force Majeure) of Node4's Standard Terms and Conditions (Schedule 1:);

- A failure by the Customer to give Node4 access to any equipment after being requested to do so by Node4; or
- Maintenance during any Planned Outage
- Connectivity (covered by the IP-BVN schedule)
- Hardware on the customer site

Service credits are not applicable for more than one breach of any targets outlined in this document arising from the same occurrence.

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 hostTALK service. Node4 shall have no additional liability to the Customer.