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Additional terms for Share! Service

Share! Service is a combination of Interoute software and Hosted Web Service, provided to the Customer to facilitate the distribution of digital audio files.

1. Definitions

“**AAC**” means MPEG-4 Advanced Audio Coding (MPEG-4 AAC, or M4A), one of the audio compression formats defined by the MPEG-2 standard.

“**Additional Monthly Usage Charges**” means the monthly usage charges incurred and payable by the Customer above the Distribution Charge and Storage Charge as calculated in accordance with Clause 4 below at the per gigabyte charges rate specified in the Purchase Order.

“**Administrator Account**” means the user name and password combination that gives administrative privileges for the Customer’s Share! Service. Administrative privileges allow the Customer to create new User Accounts, create access groups and perform other administrative tasks.

“**Applicable Total Monthly Distribution and Storage Charges**” means, for the purposes of calculating any service credits payable in accordance with clause 5 the total of the Customer monthly Distribution Charge and Storage Charges (excluding any Additional Monthly

Usage Charges) in the Monthly Review Period under consideration;

“**Approved DRM Tools**” means the approved third party digital rights management technology used to protect digital audio files, as notified by Interoute to the Customer from time to time.

“**Charges**” means the Monthly Distribution Charge, Storage Charge, Digital Watermarking Service Charge, and Additional Monthly Usage Charges as more specifically defined in Clause 4 below and any other charges payable by the Customer in respect of Share! Service(s), as provided in the Purchase Order.

“**Customer Service Centre**” means Interoute’s fault management centre, which operates the Interoute Network Management System and manages the Share! Service.

“**Digital Watermarking / Digital Watermarks**” means the security functionality of the Hosted Web Service as more specifically described in Clause 2 below.

“**Distribution Charge**” means the Customer’s monthly committed

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distribution allowance (in Gigabytes of data transferred) recurring charges payable by the Customer for the Download or Stream of digital audio files from the Hosted Web Service as provided in the Purchase Order and calculated in accordance with Clause 4 below.

“Download and Downloading” means the processes of copying data (usually an entire file) from a main source to a peripheral device, often over an intermediate network.

“DRM Tools” means a system, which may be a combination of hardware and software, that is designed to protect the usage of copyrighted data by ensuring rights and restrictions applied by the owner are upheld. Metadata is essential for understanding information stored in data warehouses and has become increasingly important in XML-based web applications.

“Equipment” means, without limitation, any equipment, machinery, and apparatus provided by Interoute as part of the Share! Service, and/or used in order to make available the Share! Service to the Customer.

“Fault” means that the Share! Service is not operating or does not

appear to be operating in accordance with this Schedule.

“Hosted Web Service” means a software application hosted on Equipment on the Interoute Network accessed via an Internet browser, which receives and stores uploaded content and enables the Download or Stream of such content by the Customer and certain Users.

“Interoute IP Network” means the Pan-European network owned and/or controlled by Interoute for the purpose of transporting customer generated Traffic.

generated Traffic.

“Major Version” means new versions of the Licensed Software that substantially change or modify the User interface, or new versions that introduce significant new features and or functionality.

“Metadata” means data about data which describes how, when and by whom a particular set of data was collected, and how the data is formatted.

“Monthly Review Period” means the calendar monthly periods commencing on the 1st of each month during the Term, over which Share! Service Availability is calculated.

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“Network Management System”

means Interoute’s network integrated fault management system.

“Outage” means a consecutive period of 10 minutes or more when the Share! Service is not Available. Outage excludes any Planned Outage or any emergency maintenance and is measured from the time that the Fault is reported to Interoute until the Share! Service is restored.

“Offending Material” means any obscene, defamatory menacing, pornographic or illegal material.

“Package” means a collection of one or more digital audio files.

“Rip or Ripped” means the process of moving data from a compact disc source to the hard drive. The ripper software ‘grabs’ the digital audio from a compact disc and transfers it to a computer’s hard drive. The integrity of the data is preserved because the signal does not pass through the computer’s sound card and does not need to be converted to an analogue format. The digital-to-digital transfer creates a WAV file that is then uploaded into the Equipment.

“Share Account” means the dedicated logical partition on the Hosted Web Service that is provided

by Interoute for the sole use of the Customer.

“Ready for Service Date” means the date when Interoute provides the Share! Service ready for use.

“Share! Capture” means the software component of the Share! Service more specifically defined in Clause 2 below.

“Share! Service” means the Share Capture and Hosted Web Service provided to the Customer for the upload, storage and distribution of digital audio files.

“Storage Charges” means the Customer’s monthly committed storage allowance (in Gigabytes of storage space used) recurring charges payable by the Customer for the storage of digital audio files as part of the Share! Service as provided in the Purchase Order and calculated in accordance with Clause 4 below.

“Stream and Streaming” means a digital transmission of compressed formatted files by means of the Internet that does not permit a performance that is usable without a simultaneous active connection to the digital transmission source, other than as temporarily required to render such performance as in the form of a data buffer.

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“Traffic” means all Customer generated IP packets that are transmitted over the Interoute IP Network while uploading digital audio files to, or downloading or streaming files from, the Share! Service.

“User Account” means a unique user name and password combination, used to access the Share! Service via an Internet web browser, for the purpose of accessing digital audio files or forwarding to other authorised User Accounts, according to the access permissions granted.

“User” means any individual (either internal or third party) who has been given an Administrator Account or User Account by the Customer.

“WAV” means the digital format for storing sound in files in an undeveloped state, developed jointly by Microsoft and IBM.

“WMA” means Windows Media® Audio; a Microsoft file format for encoding digital audio files similar to MP3. WMA files, which use the “.wma” file extension, can be of any size, compressed to match many different connection speeds, or bandwidths.

Any other capitalised terms have the meanings set out in Interoute’s Standard Terms and Conditions

2. Share! Service Description

The Share! Service consists of the provision and support of two main components:

1. Share! Capture
2. Hosted Web Service

2.1 Share! Capture

The software module that allows the Customer to Rip digital audio files from CDs, enter track details, and then upload them into their Share! Account. Only Administrator Accounts or User Accounts given permission by the Administrator Accounts have access privileges to upload files using Share! Capture.

Share! Capture runs on standard Microsoft windows 2000 PCs or newer versions thereof, Microsoft .Net Framework 1.1 or a newer version thereof and requires a broadband Internet connection. Customers use Share! Capture to Rip music tracks from audio CDs. Once Ripped, music files are converted into uncompressed WAV files, and uploaded to the Interoute Hosted Web Services. Customers can also upload native WAV files that are accessible from their local PC file system. Before the upload can be completed, Customers enter relevant Metadata about the music files, such as track name, artist and album. Access to music files that have been uploaded can then be granted to any User that has been created within the Customer's Share! account. The Administrator Account of the Share! Service creates User Accounts based on a unique email address. When User Accounts are created, each User is added to an email group which defines what access rights apply to that particular User Account. The number of User Accounts and Administrator Accounts that can be created by Customer is unlimited.

2.2 Hosted Web Service

A web-based application, hosted on the Interoute Equipment, that the User logs on to with a unique user-name and password via a browser at <https://share.interoute.com>. It provides the application and user interface for Users to access music files that have been uploaded via Share! Capture, or have been sent by other Users.

Interoute's Hosted Web Services enables access to digital audio content uploaded to the Interoute Equipment by the Customer via two main mechanisms:

1. Download
2. Stream

In the case of Download, a complete file is requested and downloaded to the User's computer. The file can then be played back without having to maintain connectivity to the Internet. To listen to a music stream, the User must have a connection to the Internet. Streaming music is delivered via a steady and continuous data stream that is sent from the Equipment to the User's computer.

The User can Download or Stream content in three file formats: WAV (Download only), Windows Media Audio (WMA) and MPEG-4 Advanced Audio Coding (MPEG-4 AAC, or M4A).

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When a Package is sent or forwarded to a single user or a group, access rights are assigned to the Package that define what file formats, access mechanisms and other rights those Users have for the track/s within the Package.

2.2.1 Additionally, these file formats can be distributed (by Download or Stream) with two security components:

1. **Digital Rights Management (DRM):** enables the encryption of audio files using approved DRM Tools, and allows electronic licences to be issued to the User's computer. The Customer can optionally include DRM for Windows Media Audio files only. DRM provides the means to control various characteristics of how the file can be used, such as the number of times the track can be played, and if the file can be copied to a portable music player.

2. **Digital Watermarking / Digital Watermarks:** assists in the protection of Intellectual Property Rights by inserting a pattern of bits into audio files that create an inaudible and unique identifier for each file. When Share! Service Customers distribute music files to other User Accounts they can optionally include Digital Watermarks. A Digital Watermarked file that has been copied without consent can be read to ascertain the original source of the leak.

3. SHARE! SERVICE TERMS

The following terms and conditions shall apply when Interoute provides the Share! Service to the Customer:

3.1 Scope of Share! Service

3.1.1 Customer acknowledges that to make use of the Share! Service, Customer's Users will at times require access to the Internet and unless otherwise stated in the Purchase Order, access to the Internet is not provided as part of the Share! Service.

3.1.2 Interoute reserves the right to periodically update and/or upgrade the Licensed Software at its discretion. Customer's Share! Software License will automatically extend to cover any updates and/ or upgrades. Customer agrees to install such updates or upgrades within a reasonable time of their release, where requested to do so by Interoute. Interoute shall use all reasonable endeavours to keep such requests to a minimum. Customer accepts that Interoute may amend the Share! Service and the Share! Service Description in clause 2 above from time to time, provided that the Share! Service functionality remains substantially similar or improves.

3.1.3 Interoute shall procure any necessary software licenses for the duration of the Term and the Customer agrees to be bound by the terms of such licenses as amended from time to time. For the avoidance of doubt software licenses shall

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include those licenses negotiated by Interoute and any “shrink-wrapped/break seal” licenses.

3.2 Usage

- 3.2.1 Customer acknowledges that it has a limited, non exclusive, non transferable, non perpetual, worldwide, revocable licence to use the Licensed Software (such license automatically including any updates or upgrades) in accordance with the clauses entitled “Software” in Schedule 1. The Customer has a right to sublicense the use of the Licensed Software on the same terms, only where the Customer receives no payment for such sublicense. Customer agrees it has no further rights to exploit or use the Licensed Software in any other way. The Customer acknowledges all software is licensed, not sold. On the date the Share! Service is terminated the licence will be terminated and Interoute may disable the software.
- 3.2.2 All rights not expressly granted herein are reserved to Interoute and/or its licensors.
- 3.2.3 Customer acknowledges that it shall be provided with at least one password for one administrator to the Administrator Account. The administrator shall provide further passwords to users by creating User Accounts. Customer shall be responsible for all Charges incurred on the Administrator Accounts and the User Accounts, and acts or omissions of the Users.
- 3.2.4 Customer acknowledges that the Licensed Software is capable of copying material supplied by Customer and causing its storage and distribution. Customer shall act at all times in accordance with the law and shall obtain written consent from any owner of applicable copyright or other intellectual property whatsoever in relation to any material, prior to using the Share! Service in relation to such material or supplying any such material to Interoute. Customer shall further obtain and provide to Interoute such written consent as is required for Interoute to provide the Share! Service to Customer lawfully.
- 3.2.5 Customer acknowledges that Interoute does not monitor the content created by Customer except as strictly required to support the Share! Service.
- 3.2.6 In these Additional Terms, wherever the Customer accepts an obligation to do something or refrain from doing something, the Customer shall ensure that its customers and the Users (whether internal or third party) of the Share! Service comply with such obligation or restriction where applicable. Customer shall indemnify and hold Interoute harmless Interoute against all actions, losses, costs, damages, awards, expenses, fees (including legal fees incurred and/or awarded against Interoute) proceedings, claims or demands brought or threatened against Interoute by a third party arising from a failure by Customer to prevent Customer’ s customers and or the Users failure to comply with such obligation or restriction in these Additional Terms or Schedule 1 terms where applicable.

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- 3.2.7 INTERROUTE DOES NOT ENDORSE OR ENCOURAGE COPYRIGHT INFRINGEMENT. The Share! Service is not intended to be used to create, distribute or access unauthorised versions of copyright material, and Customer must not do or permit such activities. All applicable royalties must be paid to rightsholders by Customer. Any breach of these or related provisions by Customer or users of the Share! Service may result in termination of the relevant Purchase Orders by Interoute and a claim by Interoute under Customer's indemnity obligations. Customer's attention is drawn to Interoute's Acceptable Use Policy at www.interoute.com/legal regarding, in particular, the removal of material by Interoute or disabling of access to it. It is Interoute's policy to cooperate fully with rightsholders and enforcement agencies in respect of Intellectual Property Right protection.
- 3.2.8 Although Interoute uses its reasonable endeavours to protect against the abuse of the Share! Service by third parties, the Customer recognizes that the Internet is accessible to anyone with the appropriate technical capability and as such it is impossible to protect totally against the abuse of the Share! Service by third parties, including the introduction of a virus onto the software. The Customer acknowledges that it is the Customer's responsibility to satisfy itself that its own information technology is protected against computer viruses and that its connection to the Share! Service is secure.
- 3.2.9 For the avoidance of doubt, the Customer is fully responsible for contracting with Interoute's applicable 3rd party licensor for all services related to the forensic analysis and the decoding of Digital Watermarks held within any digital audio files.

4. CHARGES

- 4.1 Charges for the Share! Service shall comprise of a Distribution Charge and a Storage Charge both payable in advance from the Ready for Service Date. Additional Monthly Usage Charges for usage where such usage exceeds the distribution or storage gigabyte allowance set out in the Purchase Order shall be invoiced monthly in arrears.
- 4.2 Additional Monthly Usage Charges above the Distribution Charge shall be calculated by subtracting the committed distribution allowance from the total usage in gigabytes of data transferred. If the total monthly usage figure exceeds the Customer's monthly committed distribution allowance as stated on the Purchase Order, the Customer shall be invoice for each gigabyte (to the nearest two decimal places) at the per gigabyte charges rate specified in the Purchase Order.
- 4.3 Additional Monthly Usage Charges above the Storage Charges shall be calculated using a daily average by summing the daily data storage used by the Customer's Share! Service account and dividing by the number of days in that Monthly Review Period to provide an average daily usage figure in gigabytes of data stored. If the average daily usage figure exceeds the Customers monthly committed storage allowance as stated on the Purchase Order, the Customer shall be invoice for each

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gigabyte (to the nearest two decimal places) at the per gigabyte charges rate specified in the Purchase Order.

- 4.4 Customer shall be invoiced for all storage used by the Customer's Share! Service account in each Monthly Review Period, including uploaded digital audio files and other files created in relation to such digital audio files as required to use the Share! Service.
- 4.5 Where the Customer requests and Interoute has agreed to provide Digital Watermarking Service, the additional Charges for such Digital Watermarking Service will be as specified on the Purchase Order.

5. SERVICE LEVELS AND TARGETS

- 5.1 **Service Credits:** Interoute will provide the Customer with service credits for failure to meet the targets detailed in this Clause 5.
- 5.2 **Availability of the Share! Service:** Interoute will use its reasonable endeavours to ensure the 99.7 percent Availability of the Share! Service. Share! Service credits will be calculated as shown below:

Percentage Share! Service Availability during Monthly Review Period below target Availability	Share! Service Credit as a % of the Applicable Total Monthly Distribution and Storage Charges
Nil	0%
Up to 0.8%	5%
Up to 1.8%	10%
Up to 2.8%	15%
More than 2.8%	20%

- 5.3 **Share! Service Availability**
- Availability is not applicable to Planned Outage events on the Interoute IP Network and / or Equipment
 - Interoute does not guarantee that the Customer will be able to distribute or store data above their monthly committed distribution and storage allowance detailed on the Purchase Order, however Interoute will use all reasonable endeavours to ensure that it meets Customer Share! Service distribution and storage allowance requirements.
 - Percentage Share! Service Availability is calculated monthly using the following formula:

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Where A = Availability, T = total number of minutes in the Monthly Review Period, O = Aggregate Outages in the Monthly Review Period rounded to the nearest minute.

$$A = \frac{(T - O)}{T} \%$$

Note, that if an Outage continues into a consecutive month, all of the Outage will be attributed to the Monthly Review Period in which the Fault is cleared.

5.4 Calculation of Service Credits

- Where a Monthly Review Period incorporates part of a month, any service credit will apply to a pro-rated Applicable Total Monthly Distribution and Storage Charges.
- Service credits will be calculated monthly, aggregated and credited to the Customer on a monthly basis.
- If the Share! Service is cancelled during a Monthly Review Period, no service credit will be payable in respect of that Share! Service for that Monthly Review Period. The Customer must claim any service credit due to a failure to meet the target 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. Should Interoute require additional information from the Customer, the Customer shall not be able to claim any service credits until Interoute has received all information it reasonably requests.

5.5 Exclusions to Service Credits: Service Credits will not be payable by Interoute to the Customer in relation to Faults or disruptions to the Share! Service caused by any of the following:

- the fault or negligence of the Customer, its employees, agents or contractors;
- the Customer failing to comply with Interoute's Terms and Conditions;
- a fault in, or any other problem associated with equipment or connectivity on the Customer's side e.g. Customer LAN, or PCs or other equipment or connectivity outside of Interoute's reasonable control;
- the performance of third party networks including customer access circuits; traffic exchange points including Internet networks, transit and peering connections provided and controlled by other companies and public and private exchange points such as NAPs and MAEs;
- any outages or degradation to existing Share! Service that occur during the period of implementation of Customer requested Share! Service changes or upgrades;
- Planned Outages (subject to clause 5.3 above);

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- any Fault not reported to Interoute's Customer Service Centre within 2 Business Days of the Fault; or
 - any event described in clause 12 of Interoute's Terms and Conditions (Force Majeure).
- 5.6 In respect of any Monthly Review Period the total amount of any service credits payable in relation to one or more SLA breaches shall not exceed twenty per cent (20%) of the Applicable Total Monthly Distribution and Storage Usage Charges in the applicable Monthly Review Period.

6. FAULT REPORTING AND MANAGEMENT

6.1 Fault Handling

Any suspected faults should be reported to the Interoute Customer Service Centre using the procedures notified to the Customer by Interoute from time to time. When reporting a Fault, the Customer should identify the affected Share! Service and provide details of the Fault. The Customer will nominate named individuals from Customer's IT helpdesk to act as the primary point of contact for logging and dealing with Faults with Interoute. Details of how to contact Interoute's Customer Support will be provided prior to the Ready for Service Date.

6.2 Time to Repair

Interoute aims to resolve faults causing loss of Share! Service within four (4) hours. Interoute will provide the Customer with progress updates every two (2) hours, unless otherwise agreed.

6.3 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 Share! Service is restored.

6.4 Customer Notification

Interoute's Customer Service Centre shall endeavour to inform the Customer if the Customer's Share! Service experiences any Outages. This information will be provided twenty-four (24) hours a day, seven (7) days a week. Interoute shall endeavour to notify the Customer of any Share! Service affecting Outages within two hours of Interoute's first awareness of such disruption.

6.5 Planned Outages

Planned Outages may be required on the Interoute Network and associated Equipment, hardware and/or software for scheduled network maintenance and upgrade activities. Save in the case of emergencies, Interoute will affect such outages between the hours of 23:00 GMT Saturday and 06:00 GMT Sundays. Interoute's Customer Service Centre and will endeavour to notify the Customer at least five (5) business days in advance.

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6.6 **Support Account**

Interoute will create its own support account to the Customer's Share! Service account, solely for the purposes of supporting the Share! Service.

7. **LIABILITY**

7.1 The provision of Service Credits shall be the sole and exclusive remedy for the failure to provide the Share Service in accordance with the Share Service description. Interoute shall have no additional liability to the Customer.

7.2 Customer acknowledges Interoute shall not be liable for a breach of security involving the Licensed Software, including but not limited to the security of Packets or Traffic over the Internet, or for the quality of any aspect of the Share! Service, unless explicitly stated in writing. Interoute shall use all reasonable endeavours to ensure the Share! Service performs according to these Additional Terms.

8. **SUSPENSION**

8.1 In addition to Interoute's right to terminate the Share! Service in accordance with the terms set out in Schedule 1, the Customer acknowledges that Interoute may suspend access or any or all the Share! Service forthwith in the event that: either (i) Such suspension is for the purpose of carrying out scheduled or emergency maintenance or to substitute, change, reconfigure, relocate or rearrange the Share! Service or in accordance with an order, instruction or request of any government agency; or (ii) Interoute considers in its reasonable opinion that the Share! Service is being used to store and/or distribute Offending Material or in breach of Interoute's Acceptable Use Policy or (iii) on the Customer's material breach of any of these terms, those set out in Schedule 1 or any other term applicable to the Share! Service, following Interoute's written notice to Customer and the Customer's failure to cure the breach in accordance with Schedule 1 hereto. Suspension shall not be a waiver of any right of termination. Share! Service shall be restored as soon as reasonably possible after the reason for the suspension has been remedied (where applicable).

9. **ADDITIONAL OBLIGATIONS**

9.1 Customer shall advise Interoute as soon as it is aware of a breach of the terms of this Agreement or has reason to believe that the terms are being breached.

9.2 Use of the Digital Watermarking Service is subject to further terms and conditions of such use from time to time.

10. **Change Management and New Version Roll-Out**

There are three main milestones for new Share! Service Major Version roll-outs:

10.1.1 New release notification

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- Interoute intends communicating the release of new Major Versions of Share! Service to the main Customer contact/s two months before intended release date.
 - Summary of key new features will be provided to the Customer.
- 10.1.2 Interoute will make a staging environment available for Customer testing. The target availability of staging environment being available for general Customer testing is one month before production system goes live.
- 10.1.3 Production system goes live with new version
- Final date for upgrade to production system communicated to Customer not less than 5 Working Days in advance.
 - Production system updates carried out during standard maintenance window (between Saturday 07:00 GMT and Sunday 18:00 GMT).
- 10.2 Additional terms related to change management and new Major Version roll-out
- 10.2.1 Once the staging environment is available, Customer can report any service problems or bugs to the appropriate Interoute support personnel. Interoute will use all reasonable efforts to resolve such problems in a timely manner and report back to Customer. Interoute provides no service levels related to availability or performance of the staging environment.
- 10.2.2 Interoute aims to have a stable staging environment, (i.e. fully tested and with no software code changes) within a target of 5 days before production systems goes live with new release.
- 10.2.3 Interoute reserves (in its sole discretion) the right to delay a scheduled release for any reason.
- 10.2.4 Customer can have access to summary product development roadmap on an on-going basis for an indicative view of new features in development.
- 10.2.5 Interoute always welcomes customer input regarding feature requests and service enhancements, which may be incorporated into the Share! Service development roadmap. Interoute cannot guarantee that any particular feature or service request will be included in future Share! Service releases.
- 10.2.6 Minor bug fixes or maintenance (i.e. requires no service downtime) will be fixed on the production service as and when software bugs are reported or when maintenance has to be carried out. Unless critical (e.g. emergency security updates), any bug fixes or software maintenance updates that require service downtime will be performed during schedule Planned Outage windows.
- 10.3 Customer shall ensure that they upgrade to the latest Share! Service Major Version at Interoute's request, in accordance with the reasonable instructions of Interoute.

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11. Provision of Digital Watermarking

11.1 Interoute's Intellectual Property indemnity in Clause 18 of Interoute's standard terms and conditions in Schedule 1 shall not apply in the event that any claim, suit or proceeding is brought or threatened against either Party based on any actual or threatened infringement of any Intellectual Property Rights arising from the provision and/or use of Digital Watermarking.

11.2 Interoute's sole and exclusive warranty and/or liability for the actual or alleged infringement of Intellectual Property Rights by the Digital Watermarking software, including, without limitation, Interoute's warranty with respect to Licensed Software, shall be that the possession of the Digital Watermarking software and/or its use as envisaged in these Additional Terms does not anywhere in the world infringe the copyright of any other person and/or to the best of Interoute's knowledge, infringe any other Intellectual Property Rights of any other person.

11.3 Notwithstanding any other term of this Agreement, no representation, warranty or condition, express or implied, statutory or otherwise, as to condition, quality, performance or fitness for purpose is given or assumed by Interoute with respect to Digital Watermarking software and all such representations, warranties and conditions are excluded, save to the extent that such exclusion is prohibited by law or expressly stated below:

- *Interoute shall take all reasonable precautions to ensure that the Digital Watermarking software is free of viruses and the Digital Watermarking software shall not contain any code or device designed to disrupt, disable, damage or destroy the Digital Watermarking software or disable or suspend access to the Digital Watermarking software as a result of the passage of time or otherwise; and*
- *Interoute will use all reasonable endeavours to maintain the Digital Watermarking software so that it continues to operate in accordance with the terms of Interoute's licence with its supplier, by reporting errors to its supplier and enforcing the terms of the licence where appropriate. Should it subsequently be found that errors or defects reported by the Customer are not errors or defects in the Digital Watermarking software, support will be chargeable to the Customer at the prevailing hourly rate set by Interoute's supplier to whom Interoute subcontracts such support. In the case of a site visit, a minimum charge of 1 day's work shall apply.*

11.4 Notwithstanding any provision in this Agreement to the contrary, the provision of Digital Watermarking software shall at all times be at the discretion of Interoute and Interoute reserves the right at its sole option to immediately suspend and/or terminate, without penalty and/or liability the Digital Watermarking component of any Purchase Order including any software licence that relates to Digital Watermarking, where Interoute has reasonable cause or requirement to do so, including, without limitation, in the event of any actual or threatened claim, suit or proceeding relating to infringement of Intellectual Property Rights. In the event of such termination, Customer shall immediately cease to use Digital Watermarking including any software licence that relates to Digital Watermarking and Customer's obligation to

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make any on-going payments for Digital Watermarking shall cease. In such event, Interoute shall use all reasonable endeavours to secure the re-provision of Digital Watermarking from its supplier on reasonable terms, failing which Interoute shall use all reasonable endeavours to negotiate the provision of a comparable digital watermarking service from an alternative supplier as soon as reasonably practicable. Interoute shall have no further liability to the Customer with respect to such suspension or termination.