

# schedule 2k

additional terms for Enterprise Voice Services

## 1. SERVICE DESCRIPTION

The Interoute Enterprise Voice Service provides outbound voice termination services to domestic and international destinations, allowing the Customer to self-provide telecommunication services (the "Service").

## 2. DEFINITIONS

"**Additional Terms**" means this Schedule forming part of the Master Agreement.

"**Charges**" means the per minute destination charges as described in this Schedule and where relevant set out in the Purchase Order Form and/or the Rate Card.

"**National Calls**" means calls to geographic fixed line numbers in the country where the Service is being provided, subject to the exclusions set out in Clause 3 below.

"**On Net Calls**" means calls between two or more Customer sites connected to the Interoute Network (excluding Indirect access) using a relevant telephone number that has been specified to Interoute.

"**Premium Rate Numbers**" means numbers that are non geographic and are charged at a higher rate than fixed numbers.

"**Rate Card**" means the rate card attached to the Purchase Order (as amended from time to time in accordance with the terms of this Agreement ) detailing the per minute charges applicable to the then available destinations.

"**User**" means the actual end user of the Service.

## 3. SERVICES TERMS

- 3.1 Interoute shall provide the Customer with outbound voice termination services to domestic and international destinations subject to the exclusions below. Calls to destinations not listed on the Rate Card shall be terminated on a reasonable efforts basis only. The Enterprise Voice Service does not provide termination to (i) emergency call services, (ii) national and international Premium Rate Numbers, (iii) directory enquiry services, and (iv) other operator assisted services. Customer shall be responsible for entering into separate arrangements with third parties to access those services and for routing such calls. Customer further acknowledges and agrees that Interoute does not have any contractual relationship with the Users and that Interoute does not provide any services to such Users
- 3.2 Customer acknowledges and agrees that (i) the Enterprise Voice Service is not a traditional telephone service and will not support calls to emergency services, and (ii) additional arrangements with third parties will be necessary to access such emergency services. Interoute hereby disclaims any liability to Customer and Customer expressly waives any right to any claim or actions against Interoute arising out of or in connection with any failure to access emergency services using the Enterprise Voice Service.
- 3.2 Customer shall inform the Users of the limitations of the Service. Customer shall indemnify and hold Interoute harmless 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 in any way connected with use of the Service by any User. Customer shall also provide Interoute with full authority, information and assistance as is reasonably necessary for the defence, compromise or settlement of such claim.
- 3.3 Customer shall not use or allow the use of the Service for any improper, immoral, offensive, fraudulent, illegal or unlawful purpose or to make nuisance communications. Interoute reserves the right to suspend the provision of the Service upon written notice to Customer in the event that Customer is in breach of this Clause 3.3, as determined by Interoute at its sole discretion.
- 3.4 The Service shall only be used by the Customer, as defined in the Purchase Order. In the event that the Customer is found to be or Interoute reasonably believes that the Customer is selling, offering, re-supplying, providing or otherwise making the Services (or any part thereof) available to any third party, either directly or indirectly, Interoute reserves the right to immediately suspend the provision of services without any notice and liability thereof to the Customer. Such suspension shall not relieve Customer from any payment obligations incurred by the Customer or such third parties. Interoute may, at its sole discretion, charge Customer a fee for the re-connection of the Service.

## 4. CHARGES

### 4.1 Charges payable by the Customer

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4.1.1 On Net Calls to the numbers or number ranges specified in the Rate Card shall be free of charge.

4.1.2 All other calls shall be charged in accordance with the tariffs set out in the Rate Card.

## 4.2 Per Minute Charges

4.2.1 Prior to the commencement of the Services to the Customer, Interoute shall issue a Rate Card detailing rates to all available destinations. The rates in the Rate Card shall be valid unless and until amended by Interoute upon seven (7) days advance written notice to the Customer. For the purposes of this Clause, a valid notice shall include notification by email.

4.2.2 Rates are measured in seconds, rounded up to the nearest second.

4.2.3 Destination rates are expressed as a rate per minute in the currency set out in the Rate Card.

4.2.4 The Charges for the conveyance of a call is calculated by the following formula:

$$C = [A \times (B \div 60)]$$

Where:

A = the Call duration in seconds rounded to the nearest second.

B = the appropriate per minute destination rate as set out in the Rate Card.

C = the Charge rounded to the nearest cent (or other relevant smallest unit of any applicable currency).

## 4.3 Payment Terms

All Charges shall be payable in accordance with Schedule 1 of this Master Agreement.

## 5. LIMITATION OF LIABILITY

NOTWITHSTANDING CLAUSE 10.4 OF SCHEDULE 1 OF THIS AGREEMENT, INTERROUTE'S LIABILITY FOR ANY CLAIM, LOSS, EXPENSE, OR DAMAGE IN RELATION THE PROVISION OR USE OF THE SERVICE DESCRIBED IN THESE ADDITIONAL TERMS, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE CHARGES PAYABLE BY THE CUSTOMER FOR THE SERVICE DURING THE PRECEDING TWELVE (12) MONTHS (OR ANY OTHER SHORTER PERIOD IF THE AGREEMENT HAS BEEN IN FORCE FOR LESS THAN TWELVE (12) MONTHS).