

## 1 DEFINITIONS

In this Schedule 2N and its Annexes, unless expressly stated otherwise, capitalised terms shall have the meaning ascribed to them below:

**“Additional Charges”** means the charges payable in accordance with this Schedule 2N.

**“Asia”** means those countries within the continent of the eastern hemisphere north of the equator where Interoute has a Virtual Data Centre;

**“Charges”** shall have the definition as set out in Schedule 1 and in relation to Virtual Data Centre Services, shall include the Service Resource Charge set out in the Purchase Order Form and/or the Rate Card;

**“Committed Usage”** means the constant Service Resource usage specified in the Purchase Order up to which Interoute agrees to provide Service Resources;

**“Customer Serviced Software”** means software installed on a Device and managed by Customer;

**“Dedicated Equipment”** means physical Devices and perpetual software licenses, either Interoute-provided or Customer-provided, which are not used by other Interoute customers or for any reason other than for the Customer’s specific requirement;

**“Device”** means hardware devices or Virtual Machines required to make up the Service. This may include servers, storage, firewalls, switches and load balancers;

**“Europe”** means those countries within the European Economic Area (“EEA”), plus Switzerland, where Interoute has a Virtual Data Centre;

**“Incident”** means an unplanned interruption to a Service or deterioration in the normal quality of a Service;

**“Incident Management”** means the Incident management Service provided by Interoute pursuant to this Schedule 2N to investigate an Incident;

**“Interoute Serviced Software”** means software installed on a Device and managed in part or in full by Interoute. Interoute Serviced Software includes, but is not limited to, Operating System, backup software, anti-virus software and monitoring software;

**“Managed Service”** means the additional Services purchased under the VDC Managed Annex in conjunction with this Schedule 2N;

**“Monitor”** means a mechanism that checks the health, performance and or status of a system, process or device;

**“Monitor Alert”** means a reported status change of a Monitor which has traversed a Monitor Threshold according to configured settings;

**“Monitor Contact”** means a configurable setting that enables the monitoring system to send notifications of Monitor Alerts via email to a defined email address;

**“Monitor Threshold”** means a setting which defines a condition, used for the generation of Monitor Alerts;

**“Non-Interoute Products”** means any third-party-branded software (which may include Third Party Software), data, service, website or product;

**“Operating System”** means a software intermediary between application programs and hardware (or virtual hardware) for the allocation and control of hardware and common system resources. Specifically it does not include any applications, services or functions that do not serve this purpose, regardless if the applications or functions are available or included in the distribution of the Operating System;

**“Patch Management Process”** means the process by which security and critical patches of the Operating System are scheduled and implemented to ensure compliance with the software vendor’s published and relevant patches. This will be performed as planned maintenance, in line with the terms set out in Clause 10 of Schedule 1

**“Purchase Order”** shall have the definition as set out in Schedule 1 and in relation to Virtual Data Centre Services, shall include an order created through an Interoute website;

**“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 resource Charges applicable to the relevant Utility usage;

**“Recovery Point Objective”** or **“RPO”** means the maximum amount of acceptable data loss when recovering from failure;

**“Recovery Time Objective”** or **“RTO”** means the maximum amount of time required to recover to a Recovery Point defined within the “RPO”, measured from the time when an authorised representative of the Customer instructs Interoute to perform a data restoration until the data has been restored;

**“Region”** means a grouping of one or more Zones within Interoute’s VDC Platform. Interoute regions are defined as the following ones:

Region 1 means All Zones located in Europe;

Region 2 means All Zones located in the United States of America;

Region 3 means All Zones located in Asia;

**“Service”** means Interoute’s virtual data centre service as described in paragraph 1 of this Schedule 2N supported by the VDC Platform as defined further below;

**“Service Resource”** means the individual resource available for use within the Service;

**“SLO”** means Service Level Objective, which is a specific target within the Service Level Agreement;

**“Solution”** means the entire hardware and software which comprises the Customer’s hosted solution under Interoute management. A Solution can consist of one or more Devices, operating systems, application software, Customer data and Interoute services;

**“SOW”** means a statement of works, or a data capture form (“DCF”) used to record the details of the Managed Service;

**“Support Annex”** means the operational responsibilities associated with the Services, as set out within the VDC Self-Care Annex or the VDC Managed Annex or even both annexes, as applicable;

**“Third Party Software”** means Licensed Software that is sourced from a third party provider and is required in order to use the Services;

**“Unavailable”** shall take on the meaning as set out in the relevant paragraphs of the VDC SLA Annex;

**“Utility”** refers to the Customer’s ability to increase the amount of assigned Service Resource beyond that defined by any Committed Usage;

**“Virtual Data Centre Component Services”** or **“VDC Component Services”** means those standard services available to the Customer as part of the Service, as listed in paragraph 1 of the SLA Annex;

**“Virtual Data Centre Environment”** means the Virtual Machines, storage and networking that the Customer has created using the Service;

**“Virtual Data Centre Platform”** or **“VDC Platform”** means the Interoute global virtual data centre platform which consists of the components that support the creation of a Virtual Data Centre Environment as defined further below (virtual machine, storage and connectivity) by the Customer. The VDC Platform includes host switching, network, computing, storage, servers and hypervisors;

**“Virtual Machine”** means a licensed software implementation of a physical server or machine.

Where the Customer has purchased a VDC Self-Serve Service, it is created and managed by the Customer.

Where the Customer has purchased a VDC Managed Service, it is created and managed by Interoute on behalf of the Customer;

**“Working Day”** means 8.00 am to 6.00 pm on any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or other statutory or national holiday in the UK; and

**“Zone”** means the geographic location of the underlying physical computing or storage infrastructure used within VDC Platform to provide the Service as chosen by the Customer during ordering process.

Any other capitalised terms have the meaning set out in the signed MSA, or within Interoute’s standard terms and conditions, as found at <http://www.interoute.com/legal>, as applicable.