

### 1 ONLINE ORDERING

Interoute's Online Store enables the Customer to access or purchase Interoute and Non-Interoute products, subject to the following terms, in addition to Interoute Web Terms which can be found at <http://www.interoute.com> or the signed MSA as applicable together with any applicable Additional Terms.

In case of conflict or inconsistency, the following order of precedence shall apply:

- a. The present Online Ordering Terms;
- b. The Additional Terms applicable to the Service(s) purchased; and
- c. The Web Terms or signed MSA as applicable.

### 2 PURCHASING VIA ONLINE ORDERING

- a. Interoute is entitled to act upon and rely on any communication (including orders) received through Interoute's Online Portal and to treat such communications as authorised by the Customer without conducting any further verification. This paragraph shall apply whether or not the information contained in the communication is, in fact, correct or the communication is authorised;
- b. Customer accepts full responsibility for all usernames and passwords associated with Interoute's Online Portals. These usernames and passwords are to be kept confidential and only accessed or used by persons authorised by the Customer;
- c. Interoute is not liable for any loss whatsoever arising from information provided by the Customer through Interoute's Online Portals.

### 3 PURCHASING NON-INTEROUTE PRODUCTS

When the Customer purchases Non-Interoute Products that Interoute makes available through Interoute's Online Portals, the following terms apply:

- a. Customer agrees to pay the applicable fees and amounts related to the purchase of Non-Interoute Products and by purchasing such products Customer authorises Interoute to charge the payment method that Customer provided.
- b. Interoute may bill Customer for the Non-Interoute Products (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis, depending on which payment method Customer provided, and the type of product purchased.
- c. Interoute may suspend or terminate Customer access to the Non-Interoute Products purchased through Interoute's Online Portals if Customer fails to make payment in full and on time. Suspension or termination for non-payment may result in a loss of use of Customer's account and content.
- d. Customer can access and change billing account information and payment method through My Services. Customer also agrees to permit Interoute to use any updated account information regarding the payment method provided by Customer's issuing bank or the applicable payment network (if paying with a card or another online payment method). Customer agrees to keep the billing account information current at all times. Changes made to the billing account won't affect the Charges that Interoute submits to the billing account before Interoute could reasonably act on the changes to said billing account. If the primary method Customer has designated for a particular service is unavailable or invalid for any reason, Interoute is authorised to charge any other payment method Customer may have on file with Interoute.
- e. If the Non-Interoute Product that the Customer purchased is a subscription with an automatic renewal option, upon notice, Interoute may automatically renew Customer's subscription(s) and charge for any renewal term, unless Customer cancels prior to the renewal date.
- f. Cancellation of any subscription to a Non-Interoute Product is subject to the terms between Customer and the third party providing the product. Cancellation of the subscription by Customer will not alter Customer's obligation to pay all Charges or any amounts otherwise due.
- g. Neither Interoute free trial credits nor Service Credits may be used to purchase Non-Interoute Products. These purchases are billed separately.

#### **4 THROTTLING**

Interoute may limit the number of requests that you can make to Interoute's Online Portal(s) to protect our system or to enforce reasonable limits on your use of Interoute's Online Portal(s). Additionally, our suppliers may place restrictions on the number of requests that you can make to their respective content, which will be enforced by Interoute ("Specific Throttling"). Specific Throttling limits may be displayed on the supplier's content detail page for which they apply. The Specific Throttling limits may be changed at any time, with or without notice.

#### **5 AMENDMENTS**

- a. These Additional Terms may from time to time be amended by Interoute by notice to Customer either directly or through notices placed on Interoute's online portals (an "Update Notification") and such amendments shall become binding on both Parties thirty (30) days following the date of the relevant Update Notification.
- b. In the event that any proposed revisions are materially detrimental to Customer's position, Customer shall have the right to terminate this Agreement on thirty (30) days' notice, such notice to be served within fourteen (14) days of the date of the relevant Update Notification save that Customer shall have no right of termination where the amendments are required to take account of changes in Applicable Law.
- c. The Service Description applicable in respect of any Non-Interoute Product may be amended in line with any amendments made by the relevant supplier.
- d. The terms of a EULA may be amended as provided therein. Subject to the foregoing, this Agreement and any of its provisions may be altered or added to only by agreement in writing signed by a duly authorised person on behalf of each of the Parties.

#### **6 DISPUTE RESOLUTION**

If Customer is a sole trader or small business (having fewer than ten (10) employees), Customer may refer any dispute hereunder to the alternative dispute resolution scheme CISAS (or such other scheme as may be nominated by Interoute), in line with the Complaints Code of Practice.

#### **7 FREE TRIAL**

- a. With regards to the Free Trial, these terms prevail over any conflicting terms contained in any other agreement between Interoute and the Customer.
- b. This Clause applies where the Customer participates in a trial of the Services made available by Interoute through Interoute's Online Portals; and (ii) in respect of Services (other than Non-Interoute Products) provided during the trial period as specified by Interoute at the time of ordering (the "Trial Period").
- c. The Customer acknowledges and agrees that during the Trial Period, the Services (excluding any Non-Interoute Products) are provided free of charge and on an 'as is' basis. The Customer shall not be entitled to receive Service Credits or to any other remedy in respect of a failure to achieve the Service Levels and Interoute shall have no Liability to the Customer in respect of the failure of or any defects in or otherwise in connection with the provision by Interoute of the Services or the Customer's use of the same.
- d. The provision by Interoute during a Trial Period of any Non-Interoute Product shall be subject to payment by the Customer of the applicable Charges.
- e. In consideration for Interoute providing the Services during the Trial Period, the Customer agrees to provide such feedback in connection with the trial as Interoute may reasonably require.
- f. Interoute may terminate access to the Trial Services upon notice to the Customer. If Customer gives Interoute notice of Customer's intention to purchase the Services, Interoute may choose to continue the Free Trial or Customer may purchase a full Service. In the case of the latter on expiry of the Trial Period the Initial Term will commence and Customer shall become liable for payment of the Charges therefrom.

Any capitalised term shall have the meaning set forth in The Additional Terms applicable to the Service(s) purchased and the Web Terms or signed MSA as applicable.