

Schedule 1 - WLR

Commencement date for provision of the Supplies

The date on which the Supplies become available for use by the Customer (regardless of whether or not they are actually used on that date), as specified in the first monthly invoice relating to the Supplies.

Description of the Supplies

WLR encompasses various network services, as follows:

- Basic analogue single telephone lines;
- Basic analogue multi-lines;
- ISDN2 digital line service offering two channels per circuit;
- ISDN30 digital line service offering up to 30 channels per circuit.

The Supplies are those of the WLR services above that are set out in the Order Form.

Prices payable for the Supplies

As set out in the Order Form.

Service Level Agreement

A. Maintenance

Standard Care (Level 1)

Clear by 23.59 day after next day, Monday to Friday, excluding Public and Bank Holidays. For example, report Tuesday, clear Thursday.

Business Care (Level 2)

Clear by 23.59 next day, Monday to Saturday, excluding Public and Bank Holidays. For example, report Tuesday, clear Wednesday.

Premium Care (Level 3)

Report by 13.00, clear by 23.59 same day. Report after 13.00 clear by 12.59 next day, seven days a week, including Public and Bank Holiday.

Critical Care (Level 4)

Clear within 6 hours, any time of day, any day of the year.

B. Service Credits

If Connexus fails to meet the commitments detailed in the Service Level Agreement, subject to any limitations for each day or part day Connexus is late in meeting the commitments, the Customer shall be entitled to an amount equal to 15 days line rental charge for the wholesale access line affected by the failure.

Software licences

None.

Special Conditions

1. Definitions

The following definitions apply in this Schedule:

Relevant Subcontractor: the Subcontractor from whom Connexus is procuring and reselling the Service.

Service: the Supplies more particularly described in this Schedule 2 and the Order Form.

2. Service management

2.1 Subject to Connexus receiving notice thereof from the Relevant Subcontractor, Connexus shall give the Customer:

- a) at least 100 days' notice of planned periods for the implementation of major changes to the Service and shall provide as much notice as possible of the specific dates for the implementation of those changes, which shall be at least 40 days; and
- b) at least 21 days' notice of outages of the Service outside of the period between 20:00 hours each Thursday to 08:00 hours each Friday during which the Customer must expect outages.

In an emergency, Connexus shall receive from the Relevant Subcontractor, and shall give to the Customer, notice of the changes as soon as reasonably practicable.

2.2 The Customer acknowledges and agrees that the Relevant Subcontractor and / or Connexus (as the case may be) may:

- a) change the codes or the numbers allocated in order to meet the national numbering requirements of Ofcom; and / or
- b) give the Customer reasonable instructions which it believes are necessary for reasons of health, safety or the quality of the Service and it is the Customer's responsibility to ensure that these are adhered to; and / or
- c) interrupt the Service for operational reasons (such as maintenance or Service upgrades) or because of an emergency. The Customer understands that the Relevant Subcontractor will restore the interrupted Service as quickly as possible.

2.3 If the Customer reports a fault in the Service, Connexus will respond in line with the level of repair service the Customer has chosen.

2.4 The Customer acknowledges and agrees that it does not own any number nor have any right to sell or to agree to transfer any number provided to it.

Connection of Equipment to the Service

2.5 Any Equipment connected to the Relevant Subcontractor's network must be:

- a) technically compatible with the Service and not harm the Relevant Subcontractor's network or any other equipment; and
- b) connected and used in line with any relevant instructions, standards or laws.

2.6 Equipment can only be connected to the Relevant Subcontractor's network by using the Relevant Subcontractor's main telephone socket or other connection point approved by the Relevant Subcontractor.

Access and Site regulations

2.7 The Customer shall provide Connexus and / or the Relevant Subcontractor with access to the Site.

2.8 Connexus will observe, and shall procure that the Relevant Subcontractor observes, the Customer's reasonable Site safety and security requirements.

2.9 The Customer will provide a suitable and safe working environment for Connexus and /or the Relevant Subcontractor at the Site. The Customer will indemnify Connexus against all loss, damages, costs and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against Connexus where the Customer is in breach of this clause and in respect of any like indemnity given by Connexus to the Relevant Subcontractor. The limitations and exclusions of liability contained in the Condition headed "Limitation of Liability" do not apply to this indemnity. Any liability arising out of this clause which is for property damage is limited to £1 million for any one event or series of connected events, and £2 million for all events (connected or unconnected) in any period of 12 calendar months. Connexus shall have a duty to mitigate its loss in the circumstances covered by this indemnity.

2.10 Connexus accepts responsibility for any property damage caused by Connexus's negligence, subject to the Condition headed "Limitation of Liability" and, to the extent that such property damage is caused by the Relevant Subcontractor, subject also to Connexus's recovery in respect thereof from the Relevant Subcontractor.

2.11 It is the Customer's responsibility to carry out afterwards any making good or decorator's work

required at its own cost.

Use of the Service

- 2.12 The Customer must take reasonable steps to ensure that the Service is not used:
- a) to make nuisance calls (as the same are generally understood); or
 - b) unlawfully or fraudulently or in breach of any legislation; or
 - c) to send, knowingly receive, upload, download, use or re-use material which is offensive, indecent, defamatory, obscene or menacing; or
 - d) contrary to any instructions given under clause 2.2b) above.

If Connexus or the Relevant Subcontractor notifies the Customer or if the Customer is aware that the Service has been used in breach of this Condition, then the Customer will take all reasonable steps to co-operate with Connexus and / or the Relevant Subcontractor and the Customer acknowledges and agrees that the Service will be disconnected if it continues to be used in breach of this Condition.

- 2.13 The Customer will indemnify Connexus against all loss, damages, costs and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against Connexus by a third party if the Service is used in breach of clause 2.12 above and in respect of any like indemnity given by Connexus to the Relevant Subcontractor. The limitations and exclusions of liability contained in the Condition headed "Limitation of Liability" do not apply to this indemnity. The Customer's liability under this clause 2.13 is limited to £1 million for each Service supplied under this Contract, for any one event or series of connected events, and £2 million for all events (connected or unconnected) in any period of 12 calendar months. Connexus shall have a duty to mitigate its loss in the circumstances covered by this indemnity.
- 2.14 Connexus or the Relevant Subcontractor may suspend or disconnect the Service to any phone number advertised in or on a phone box belonging to the Relevant Subcontractor without the Customer's consent. Subject to receiving prior notice from the Relevant Subcontractor, Connexus will notify the Customer before such action is taken.

Termination Charges

- 2.15 Where the Service is terminated in the first 12 months, the Customer will be charged:
- a) an amount equal to the charges due to the end of the first 12 months minimum period; and
 - b) termination charges equal to 50% of the total outstanding rental charges payable for the remainder of the Contract period.