

## Schedule 2 - CPS

### **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**

The CPS services specified in the Order Form (CPS or "carrier pre-select service" is a method of enabling the Customer to connect and make voice, data and fax calls via Connexus's chosen network supplier. Connexus can provide the Customers with the facility to have access to web based statistics in relation to the CPS service.

CPS is implemented within 16 days of receiving a signed Order Form.

### **Prices payable for the Supplies**

Call charges will be invoiced monthly in arrears by Connexus. Such charges shall be calculated dependant on the tariff provided to the Customer by Connexus as detailed on the Order Form.

### **Service Level Agreement**

If the CPS provider network fails, that calls will automatically re-route to the BT Wholesale network if the Customer has taken Wholesale Line Rental (WLR) with Connexus. These calls are charged at a different rate to the standard Connexus tariffs and are available upon request.

### **Software licences**

None.

### **Part 1 - Special Conditions**

#### **1. Definitions**

The following definitions apply in this Schedule:

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

**Relevant Subcontractor's System:** the telecommunications network and systems operated by the Relevant Subcontractor.

**Service:** the Supplies more particularly described in this Schedule 3 and the Order Form.

#### **2. Provision of the Service**

2.1 Connexus shall notify the Customer of its acceptance of each order for the Service.

2.2 If Connexus or the Relevant Subcontractor reasonably determines that degradation of the Service or of the Relevant Subcontractor's System is occurring or may occur in a specific geographical area, Connexus shall be entitled to reject any order for the Service to limit the provision of any new Service to the Customer.

2.3 Connexus shall be entitled to reject any order for the Service which it reasonably believes to contain inconsistent or erroneous information. The Customer shall be promptly notified of such rejections by Connexus so that the Customer may investigate, and, where necessary, put in place the appropriate remedies. This may not be relevant, depending on how the process works.

2.4 Connexus shall not be liable in any way whatsoever for the consequences of any incorrect information supplied by the Customer in relation to the provision of the Service, whether or not such information is input to the Relevant Subcontractor System.

- 2.5 Where any information has been rejected by Connexus or the Relevant Subcontractor for any valid reason, the Customer shall be responsible for the correction and re-submission of such information to Connexus in such manner as Connexus shall specify.
- 2.6 The Customer acknowledges and agrees that the tariff(s) of charges for calls are variable and that they can go up as well as down. The applicable tariff(s) will be the tariff(s) attached to this Schedule or provided to the Customer on or before the date of this Contract or the Order Form (whichever is later) and such later issue of such tariff(s) as Connexus shall from time to time publish.
- 2.7 The Customer acknowledges and agrees that the Service has a minimum term of twelve (12) months.

*Termination Charges*

- 2.8 If the Service is terminated within the period detailed on the Order Form the Customer shall pay Connexus one month's call charges (based on the previous average monthly call charges).