

Schedule 4 – Broadband

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 provision of Broadband selected by the Customer from the following options, as specified in the Order Form (all Services will use Connexus's wholesale providers Next Generation Network coupled with BT Wholesale's next generation access network):

Products & Specifications

ADSL2+ Products

ADSL2+	Download	Upload	Equivalent Contention	Download Allowance
ADSL Max 100	8Mbps	1Mbps	5 to 1	100GB*
ADSL2+ Unlimited	24Mbps	1.3Mbps	5 to 1	UNLIMITED

Fibre to the Cabinet (FTTC) Products

FTTC Broadband	Download	Upload	Equivalent Contention	Download Allowance
FTTC 100GB 80/20	80Mbps	20Mbps	5 to 1	100GB*
FTTC Unlimited 40/20	40Mbps	10Mbps	5 to 1	Unlimited
FTTC Unlimited 80/20	80Mbps	20Mbps	5 to 1	Unlimited

Fibre to the Premise (FTTP) Products

FTTP Broadband	Download	Upload	Equivalent Contention	Download Allowance
FTTP Unlimited 80/20	80Mbps	20Mbps	5 to 1	Unlimited
FTTP Unlimited 160/30	160Mbps	30Mbps	5 to 1	Unlimited
FTTP Unlimited 330/50	330Mbps	50Mbps	5 to 1	Unlimited
FTTP Unlimited 500/165	500Mbps	165Mbps	5 to 1	Unlimited
FTTP Unlimited 1G/220	1Gbps	220Mbps	5 to 1	Unlimited

* Additional GB charged at £1 per GB

- 1.1 The DSL line rate is the speed at which the Customer CPE syncs up with the far end equipment in the BT Exchange. This rate is affected by factors such as line length, quality and "noise" on the line.
- 1.2 Expected Service speeds are a direct product of the line rate. Service speeds will always be at least 15% less than the line rate, although this maximum cannot be guaranteed. Expected Service speeds are returned when a suitability check is run from the Connexus Portal.
- 1.3 All Services will be provided on BT's WBC (Wholesale Broadband Connect) network where possible. This is their full next generation network. If the Customer cannot be served by WBC (coverage is currently 80% of the UK), the Service will be provided on IPStream Connect (IPSC), BT Wholesale's next generation access network that utilises legacy exchange equipment (DSLAM).

- 1.4 These new VDSL services are delivered using Fibre To The Cabinet (FTTC). They are provided by Fibre connections between the local exchange and the roadside cabinet, replacing the existing copper connection. From the cabinet to the end user premises, the same copper connection is retained. This Service is only available on the Wholesale Broadband Connect (WBC) group of products. Further benefits of FTTC are:
- Can support multiple users;
 - Download speeds of up to 80 Mbps and Upload speeds of up to 20 Mbps;
 - Receive and transfer large files in a fraction of the time;
 - Ability to open numerous functions at the same time and operate more effectively.
- 1.5 These Services use ADSL 2+ Annex M and have been designed to maximise the upstream speed of a Service, sacrificing downstream speed in doing so. These Services are ideal replacements for SDSL as for the following reasons:
- Many lines can support 2 Mbps upstream speeds;
 - They have a shorter lead time than standard SDSL (5 working days versus 1 month);
 - They use standard, therefore cheaper, ADSL routers;
 - The Customer gets additional downstream bandwidth.

Prices payable for the Supplies

As set out in the Order Form, according to which of the following two basic charging models offered by Connexus the Customer has selected:

- 2.1 *Capped:* The Customer pays a monthly fee for a Service that is capped at 10 Giga Bytes (10GB). If the Customer transfers more than 10GB of data in a month, then they will be charged for the excess data transferred on a per GB basis.
- 2.2 *Unlimited:* The Customer pays a flat monthly fee for using the Service. These Services are not governed by a Fair Usage Policy.

Service Level Agreement

A. Connexus provides two levels of maintenance care:

1. Standard Care

1.2 This is the default service level provided at no extra cost. For the reporting of faults, this care level operates Monday to Friday, 8am to 5pm (excluding UK public and bank holidays).

1.3 Connexus will acknowledge receipt of a fault report logged by the Customer and will attempt to clear the fault within 48 clock hours of receipt of the fault report if received by Connexus before 4pm on a working day. If an engineering visit to a site is required, then Connexus will respond during business hours.

2. Business Care

2.2 This is a chargeable option and operates 24 hours a day, 7 days a week (including UK public and bank holidays). Connexus will respond to a fault within 5 clock hours of receipt of the fault report and will attempt to clear the fault within 24 clock hours of receipt of the fault report.

B. Service Credits

There are no Service Credits associated with either the Standard Care or Business Care.

Software licences

None.

Special Conditions

1. Definitions

The following definitions apply in this Schedule:

Customer Order: an order for the supply of the Service and / or (where applicable) Equipment and / or Service Equipment.

Customer Order Variation: any variation to any Customer Order, including changes to any Service option, varying or adding to the Service, or (where applicable) the supply of any additional or replacement Equipment and / or Service Equipment.

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

Service: the Supplies more particularly described in this Schedule 5 and the Order Form.

2. Provision of the Service

Orders for Service

- 2.1 Customer Orders and Customer Order Variations shall be binding on acceptance by Connexus.
- 2.2 Connexus agrees to set up the Service within reasonable timescales, subject to any timescales of the Relevant Subcontractor. All timescales and any provisional or proposed activation dates are estimates only.
- 2.3 The Service will commence on the activation date notified by Connexus, following completion of any required set-up and installation work.
- 2.4 Connexus reserves the right to revoke its acceptance of any Customer Order or Customer Order Variation, if for any reason a broadband access connection cannot be provided to any relevant Customer premises having regard to any geographic, practical or technical issues arising, including with respect to such premises or any local exchange. This may not be discovered until the last minute when an attempt is made to set-up the broadband access connection.

Variation to the Service

- 2.5 Connexus shall be entitled to make variations and additions to the Service from time to time (acting reasonably), including:
 - (a) to improve or add to the Service;
 - (b) to make changes for operational reasons where these do not have a materially adverse effect on the Service;
 - (c) to pass through any change made by the Relevant Subcontractor;
 - (d) in order to comply with any law or legal obligation (whether under common law, statute, tort or otherwise), or any change to any law or legal obligation;
 - (e) in order to comply with any final order, provisional order, direction, notice, specification, designation or consent made by the Office of Communications; and
 - (f) in order to maintain the integrity or security of the Service and / or any part of Connexus's or the Relevant Subcontractor's systems.

Suspension

- 2.6 Connexus shall be entitled to temporarily suspend and take out of use any Service for operational purposes including:
 - (a) updating and altering any content;
 - (b) replacing, maintenance, repair and upgrade of any Connexus systems and / or those of the Relevant Subcontractor;
 - (c) rectifying any unplanned malfunction, fault or damage;
 - (d) dealing with any actual or suspected security breach, virus, or attack or any misuse by any person; and
 - (e) taking any other action that Connexus reasonably considers necessary as a reasonable and prudent provider of the Service.
- 2.7 If the Service depends on a Relevant Subcontractor, then the Service may also be suspended, if that Relevant Subcontractor suspends service on similar grounds.
- 2.8 Subject to any requirements of any Relevant Subcontractor, Connexus will use reasonable efforts to minimise any downtime, and to carry out routine maintenance or upgrading during such times as Customer traffic is at its lowest.

- 2.9 In relation to any scheduled downtime, Connexus will use reasonable efforts to inform the Customer in advance.
- 2.10 Connexus and the Relevant Subcontractor shall be free to carry out emergency or urgent maintenance at any time to ensure the Service continues to be supplied.
- 2.11 Connexus shall advise the Customer if practicable prior to the conducting of any such emergency or urgent maintenance, or at least as soon as practicable after the completion of the emergency or urgent maintenance.

Customer obligations

- 2.12 Any Customer equipment connected to or used with the Service must be connected and used in accordance with any instructions, safety and security procedures applicable to the use of the equipment. Any equipment which is attached (directly or indirectly) to the Service must be technically compatible with the Service and approved for the purpose under any relevant legislation or telecommunications industry standards.

Usage conditions

- 2.13 Use of the Service is subject to Connexus's Acceptable Use Policy published from time to time (the current version of which can be found in this Schedule 5) and the Customer must not use the Service in any way that in Connexus's reasonable opinion could or does detrimentally the performance of Connexus's systems or network or those of any Relevant Subcontractor, or detrimentally affect the quality of the Service to any other customers. Connexus reserves the right to take appropriate action in such circumstances.
- 2.14 All applicable laws and legal obligations must be complied with by the Customer in connection with any use of the Service, including in relation to any activity or occupation carried out through or using the Service, and including in relation to any data, information or other materials hosted, transmitted or otherwise processed using the Service.
- 2.15 In particular the Service shall not be used:
- (a) for or in connection with any activity which would be criminal, fraudulent or otherwise unlawful under any applicable law;
 - (b) to send, knowingly receive, upload, download, or process any data, information or other materials which is / are immoral, offensive, abusive, indecent, defamatory, obscene or menacing, improper, or may cause annoyance, inconvenience or needless anxiety, or is / are in breach of any copyright, confidentiality obligation, or any other intellectual property right; and / or
 - (c) to spam or otherwise to send or procure the sending of any unsolicited advertising or promotional material, unless permitted by law, or knowingly to receive responses to any spam, unsolicited advertising or promotional material.
- 2.16 The Customer must be the owner of or properly licensed to use any brands, logos, and / or trademarks, and any graphics, text, sound, data, works, and other materials hosted or processed using the Service, and must ensure that Connexus and / or the Relevant Subcontractor is properly licensed to copy and reproduce such materials where Connexus's and / or the Relevant Subcontractor's systems are carrying out such actions as part of the Service.
- 2.17 The Customer is responsible for providing all equipment, software, systems and facilities necessary to make use of the Service. In particular the Customer shall be responsible for protecting their own computer equipment used to access the Service from viruses, spyware, or other malicious or harmful programs.
- 2.18 The Customer is responsible for all use and misuse of any passwords giving access to the Service. The Customer shall notify Connexus promptly of any suspect misuse or security breaches which come to its attention.
- 2.19 Connexus or the Relevant Subcontractor may disclose any password and encryption keys, and any information it may have gathered or which it is storing for or concerning the Customer in the provision of the Service, to comply with all applicable laws and lawful governmental requests, which may be without notice.
- 2.20 Connexus and the Relevant Subcontractor shall be entitled to inspect and monitor from time to time all usage being made of the Service, including communications being sent and received and data being hosted and processed, to verify compliance with these usage conditions.
- 2.21 Where, acting reasonably, Connexus or the Relevant Subcontractor considers that any Service is being used in breach of these usage conditions, or Connexus or the Relevant Subcontractor considers that any use being made of the Service may cause Connexus or the Relevant Subcontractor to incur any legal liability or to commit any offence, or Connexus or the

Relevant Subcontractor suspects that any password is being misused, then Connexus or the Relevant Subcontractor may temporarily suspend such Service, and remove or require the Customer to remove any offending materials stored or processed using the Service, pending investigation. Connexus will endeavour to give 4 days' notice of such action, unless shorter notice or no notice is justified in the circumstances.

- 2.22 Connexus will only be obliged to re-instate the Service if Connexus is reasonably satisfied that no breach has occurred or will continue, and that no liability will be incurred or offence will be committed by Connexus or the Relevant Subcontractor.
- 2.23 The Customer shall co-operate in any such investigation, and the charges for the Service will continue to be payable during such period of suspension.
- 2.24 The Customer shall indemnify Connexus against any liability Connexus may incur as a result of any breach of the above conditions, including in respect of content uploaded or downloaded, e-mails sent and received, and materials placed on any web space provided under the Service, and including any liability of Connexus under a like indemnity 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 liability arising out of this indemnity 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.

Service availability

- 2.25 Connexus Next Generation Broadband is available only where a BT Openreach PSTN line exists on a Customer premises that is served by an ADSL enabled exchange. This line may be billed to the Customer by BT Retail, or other service providers and operators, including Connexus.
- 2.26 Certain technical and geographical limitations may apply which would prohibit the delivery of broadband. These include, but are not limited to, Customer sites which are an unusually long distance from the local BT exchange, where there is poor quality wire connecting the location, or where the Customer has incompatible products and services on their line (see clause 2.27 below).
- 2.27 Orders for Connexus Broadband will be rejected if any of the following products are associated with the line in question: 30k loop, Private Circuits, ISDN – all types, Red ABC, RedCare ISDN, Meter Pulse Facility, PBX and AUX lines that do not terminate on an NTE5, Telecom Red – RedLine, Red Alert, FeatureNet, FeatureLine – Hunt Groups, Light User Scheme, End-user private metering, Private circuits, DACS, other broadband DSL services.
- 2.28 Some new generation faxes may not work as they use some of the same bandwidth frequency as ADSL, making the fax and the ADSL line incompatible with one another. PDQ machines are also known to conflict with broadband services.

IP addressing

- 2.29 Connexus provides a single fixed IP address on all connections. Where the Customer does not want to use NAT and needs to assign public IP addresses to machines on their LAN, Connexus will provide the following routed IP subnets:

IP Block	Subnet Size	Usable IPs	Availability and Process to Order
/32	2	1	Free with each circuit
/30	4	2	Available to order through the Portal
/29	8	6	Available to order - requires IP Justification document completion
/28	16	14	Available to order - requires IP Justification document completion

SMTP Relay

- 2.30 SMTP Relay is a closed service only available to Connexus Broadband customers. This is a relay service only and Connexus takes no responsibility for email content filtering or other regulatory compliance, for example logging of message traffic. Connexus's SMTP relay can be found at smtprelay.business-access.co.uk. No other credentials are required. **Connexus explicitly reserves the right to change the rules governing the SMTP relay service at any time with or without prior notice.**

Bulk mailing

- 2.31 Connexus's SMTP Relay does not support bulk mailing. Bulk mailing is defined as:

- E-mails with more than 120 recipients per email;
- Sending e-mails at a rate of over 10 e-mails per minute.

Other restrictions

- 2.32 Connexus's SMTP Relay will not process e-mails that are larger than 28 Mega Bytes (MB) in size.

Router supply

- 2.33 Hardware is dispatched preconfigured with the required DSL username, passwords, settings and any IP addressing ordered. Where the router has wireless capabilities Connexus will set a generic wireless key, and it will be the responsibility of the Customer to make any changes thereafter. No other Customer configuration is performed beyond the aforementioned settings, and it is the Customer's responsibility to manage any LAN-side or additional settings that are required.
- 2.34 All routers supplied by Connexus are done so with a 12 month warranty. Customers will report a broadband fault in the usual manner and it may be advised to them that a router needs replacing. If this is the case, a new router will be shipped to the Customer site with all DSL settings and IP addressing preconfigured. Any other Customer specific settings such as Wi-Fi settings need to be reapplied by the Customer. A charge for the new router will automatically be raised and will only be credited back on receipt of the original faulty router.
- 2.35 Any replacement routers that are supplied outside of the initial 12 month warranty are chargeable.

Engineering visits

- 2.36 If Connexus cannot resolve a suspect DSL fault remotely, then a Special Faults Investigations Engineer may be suggested.
- 2.37 Broadband Special Faults Investigation 2 (SF12) is an end-to end maintenance service to investigate faults that have not been revealed through initial fault testing. The request will generate an appointed field engineering visit. This will be resourced by an engineer with appropriate skills, and the next available appointment will be offered to the Customer.
- 2.38 If the engineering visit proves that the fault lies with the Customer equipment or Customer internal wiring then a visit charge will be applied to the Customer account.
- 2.39 If the engineering visit proves the fault to the BT Openreach network there will be no charge to the Customer.

Termination charges

- 2.40 Where the Service is terminated in the first 12 months, the following amounts will be charged to the Customer:
- a) an amount equal to the charges due to the end of the first 12 months minimum period; and
 - b) termination charges equal to the total outstanding rental charges payable for the remainder of the Contract period; and
 - c) a £45.00 ADSL termination charge will be applied if the Service is ceased. If the Service is migrated to another supplier, the ADSL termination charge does not apply.

Acceptable use policy

Connexus's Acceptable Use Policy applicable to use of the Service is as follows:

1. General

This Acceptable Use Policy (AUP) is intended to help protect our customers, and the Internet community, from the inappropriate use of the Internet. This AUP sets out the rules which apply to the use of our internet connection services including the Customer's responsibilities, and permitted and prohibited uses of those services.

Connexus reminds its Customers that when they are connected to the internet via the Service they must comply with the law. Customers must not use the Service:

- a) for the improper use of a public electronic communications network which is or would be an offence under Section 127 of the Communications Act 2003; or

- b) any unauthorised access or denial of service attack which is or would be an offence under Sections 1, 2 or 3 of the Computer Misuse Act 1990; or
- c) to commit an offence under the Regulation of Investigatory Powers Act 2000; or
- d) to commit an offence under any other relevant UK legislation.

The customer's use of the Service constitutes acceptance of this AUP. Connexus reserves the right to revise and update this AUP from time to time.

2. Customer Responsibilities

The Customer is responsible for its actions when connected to Connexus's network and the systems the Customer accesses through its internet connection. If the Customer acts without care or irresponsibly in using its internet connection, or the Customer's actions put at risk the integrity or security of Connexus's network, systems or equipment, the Customer's access may be restricted, suspended or terminated, without prior notice.

In particular, the Customer agrees that it will not use, attempt to use or allow its internet connection to be used to:

- a) store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable law or which is likely to be offensive or obscene to a reasonable person;
- b) store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless the Customer has a lawful right to do so;
- c) do anything which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- d) do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority;
- e) do anything which interferes with other users or restricts or hinders any person from accessing or using Connexus's internet connection service or systems;
- f) forge header information, email source address or other user information;
- g) access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- h) deliberately compromise the security or integrity of any network or system including Connexus's network;
- i) knowingly access, download, store, send or distribute any viruses or other harmful programs or material;
- j) send or distribute unsolicited advertising, bulk electronic messages or otherwise breach the Customer's spam obligations set out below, or overload any network or system including Connexus's network and systems;
- k) invade anyone's privacy by attempting to harvest, collect, store, or publish private or personally identifiable information, such as passwords, account information, credit card numbers, addresses, or other contact information without their knowledge and consent;
- l) tamper with, hinder the operation of or make unauthorised modifications to any network or system; or
- m) authorise, aid, abet, encourage, conspire with or incite any other person to do or attempt to do any of the above acts.

In addition the Customer may not use Connexus's network to create, transmit, distribute, or store content that:

- a) violates a trademark, copyright, trade secret or other intellectual property rights of others,
- b) violates export control laws or regulations,
- c) violates the privacy, publicity or other personal rights of others,
- d) impairs the privacy of communications,
- e) constitutes deceptive online marketing, causes technical disturbances to Connexus's network, its affiliated networks, or the network used by Connexus customers to access the email service, or
- f) violates the policies of such networks by, including, but not limited to, the intentional introduction of any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data; or
- g) assists, encourages or permits any persons in engaging in any of the activities described in this section.

If the Customer becomes aware of any such activities, the Customer is obligated to immediately notify Connexus and take all other appropriate actions to cause such activities to cease.

3. Use of Email with particular regards to SPAM

Also known as junk mail or unsolicited commercial email, the term "spam" refers to submitting a commercial email to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation of receiving email from the sender.

Email sent by a company or an organisation with whom the recipient has established a relationship or which was requested or accepted (opt-in requirement) by the recipient is not considered spam.

Spamming is not only harmful because of its negative impact on consumer attitudes toward businesses that supply email and interconnection services, but also because it can overload our network and disrupt service to other customers.

As a user of Connexus's email service platforms sending direct marketing emails, the Customer must:

- a) include a conspicuous notice identifying the message as an advertisement or a commercial solicitation;
- b) provide a valid physical postal address in each email it sends;
- c) include a valid email address or an unsubscribe link allowing the recipient to opt-out, either by replying to a valid return address, or by using an Internet-based unsubscribe mechanism;
- d) process opt-out requests for at least 30 days after the sending of the commercial email and stop sending email to the requestor within 10 business days upon request;
- e) comply with any regulation in force that covers direct marketing regulations.

The Customer may not:

- a) include false, deceptive or misleading header information, including a false domain name or address;
- b) send emails with a false, deceptive or misleading subject line;
- c) include sexually explicit content in its email;
- d) add an address into the Customer's list without the subscriber's permission;
- e) maintain an email address in the Customer's list for which an opt-out request has been received;
- f) use lists older than 6 months without obtaining a confirmation of the subscriber's permission;
- g) harvest email addresses from websites or web services;
- h) generate an email address by using a dictionary attack combining letters and numbers into multiple permutations;
- i) use scripts or automated ways to register for multiple email or user accounts to send commercial emails;
- j) relay emails through a computer or network without permission;
- k) use its subscription form to subscribe users for an unrelated list or to send them content differing from the one they have agreed to;
- l) send emails with added words/characters in an attempt to bypass Bayesian filters;
- m) send, or attempt to send, Spam of any kind from third-party networks using a return email address that is hosted on Connexus's network, or referencing an email address hosted on Connexus's network;
- n) send email messages which result in complaints from the recipient or from the recipient's email provider, or which result in blacklisting of the sender's email address or mail server;
- o) send email messages which are excessive and/or intended to harass or annoy others;
- p) continue to send email to a recipient who has indicated that he/she does not wish to receive it;
- q) take any actions intended to cloak the Customer's identity or contact information, including but not limited to intentionally omitting, deleting, forging or misrepresenting message headers or return addresses; or
- r) take any other action that results in the blacklisting of the sender's email address or mail server, or negatively impacts other customers who use the email service.

In the absence of positive, verifiable proof to the contrary from the Customer, Connexus will consider complaints by recipients of emails to be conclusive that the recipient did not subscribe or otherwise request the email(s) about which a complaint was generated.

4. Bulk Email

The use of Connexus's network to send bulk email whether opt-in or otherwise, and the use of bulk email to promote a site on Connexus's network is strictly forbidden. Bulk mailing is defined as:

- E-mails with more than 50 recipients per email;
- Sending e-mails at a rate of over 5 emails per minute.

If bulk mailing attempts are detected the relevant ports may be blocked with immediate effect.

5. Administration of Policy

The Customer understands that the administration of this policy requires the exercise of discretion and

judgment. Connexus agrees to exercise good faith in the administration of this policy and in making determinations under the policy.