

## Supplementary Terms for the supply of Lines and Calls Services

The Services set out herein shall be supplied by Connaught to the Customer on the terms and conditions set out in Connaught's General Terms and Conditions and these Supplementary Terms.

### 1. SUPPLEMENTARY DEFINITIONS

- 1.1 Artificial Inflation of Traffic' ('AIT') means the flow of Calls to non geographic number services, in particular revenue share services that results from any activity on or on behalf of the party operating that revenue share service that is disproportionate to the flow of Calls which would be expected from good faith commercial practice and use of non geographic number services.
- 1.2 'Bundle' means a subscription to additional features including monthly usage allowance, for defined Call types, to be used by the Customer on a fair usage basis.
- 1.3 'Call' means a signal, message or communication that is silent, spoken or visual on a Line that is provided to the Customer by Connaught under the terms of this Agreement.
- 1.4 'Calling Line Identity' ('CLI') means the identity allocated to the originating Call.
- 1.5 'Communications Act' means the Communications Act 2003 as amended by the Digital Economy Act 2010 and all other re-enactments.
- 1.6 'Core Network' means the communications equipment and communication lines and circuits provided by Connaught excluding the Public Internet, Local Loop and the Customer-Premises Equipment, for the provision of the Telephony Services.
- 1.7 'Customer Premises Equipment' ('CPE') means network equipment provided by Connaught which shall be located at the Customer's premises, including, but not limited to Network Terminating Equipment, routers, switches and private branch exchanges.
- 1.8 'Downtime' means any period during which the Network Service is not available, which is subject to certain exclusions that are set out in the Service Level Agreement attached hereto.
- 1.9 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Connaught is unable to provide prior notice of.
- 1.10 'End User' means a user of the Services subscribed to by the Customer.
- 1.11 'Exchange' means the local point of presence in the Core Network.
- 1.1 'Fair Usage Policy' means our policy that applies to any of our Services that provide free or inclusive call bundles.
- 1.12 'Fraud Alert Service' means the service provided by Connaught to monitor Call volumes and profiles and to alert the Customer in the event of potentially fraudulent activity.
- 1.13 'General Conditions' means the General Conditions of Entitlement set by Ofcom pursuant to its powers under the Communications Act.
- 1.14 'ISDN' means integrated services digital network.
- 1.15 'Line' means connection to a network that is provided to the Customer by Connaught under the terms of this Agreement, which may be one of a single analogue line, a line in a multi-line group, an ISDN2 line comprising a two-channel digital line or a single ISDN30 line.
- 1.16 'Local Loop' means the telecommunications network link from the NTE to the Exchange.

- 1.17 'Messaging Services' means message communication services, including voicemail, email, fax and text-message, and the access and management facilities theretofore.
- 1.18 'Network' means the communications equipment and communication lines and circuits provided by Connaught, excluding the Customer-Site based terminating equipment, for the provision of the Services.
- 1.19 'Network Terminating Equipment' ('NTE') means the means of termination of the Local Loop at the Customer's premises.
- 1.20 'Nuisance Call' means an unwanted Call which causes annoyance to the End User and / or is a hoax Call and / or is offensive, abusive, defamatory, indecent, obscene or menacing.
- 1.21 'Ofcom' means the Office of Communications or any competent successor.
- 1.22 'PCI-DSS' means the Payment Card Industry Data Security Standard.
- 1.23 'Planned Maintenance' means any period of maintenance for which Connaught has provided prior notice, as set out in the Service Level Agreement.
- 1.24 'PSTN' means packet switched telephone network.
- 1.25 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.26 'Regulator' means Ofcom or the organisation to which Ofcom has delegated its responsibility for the regulation of premium rate services, or any competent successor thereof.
- 1.27 'Site' means the Customer- owned or occupied location(s) as set out in the Order, from which the Telephony Services will be accessed.
- 1.28 'Small Business Customer' means a Customer who meets the definition for such as defined in the Communications Act.
- 1.29 'Special Condition' means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act.
- 1.30 'Subscriber Number' means the number allocated by Connaught for use by the Customer.
- 1.31 'Telephony Equipment' means routers, private branch exchanges and telephone handsets.
- 1.32 'Telephony Services' means the telecommunications services set out in the Schedule.
- 1.33 'Toll Fraud' means a crime where a third party obtains telecommunications services illegally, including breaching network security and accessing private branch exchange services for the purpose of making Calls.

## **2. TERM**

- 2.1 This Agreement will be deemed effective on the Commencement Date and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 If the Customer is a Small Business Customer, Connaught shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Customer of changes to charges and any other changes to the terms of this Agreement. In the event that:
  - 2.2.1 The Customer expressly agrees; this Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term;
  - 2.2.2 The Customer does not expressly agree; this Agreement shall terminate at the end of the Minimum Term (or subsequent Additional Term).
- 2.3 If the Customer is not a Small Business Customer, this Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for Additional Terms. The duration of each Additional Term shall be one year. Connaught shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Customer of changes to charges and any other changes to the terms of this Agreement. In the event that:

- 2.3.1 The Customer serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or any Additional Term thereafter;
- 2.3.2 The Customer notifies Connaught of acceptance of changes, the Agreement shall continue in force for an Additional Term;
- 2.3.3 The Customer fails to notify Connaught of acceptance of changes and fails to serve notice to terminate, such failures to notify Connaught shall imply that the changes have been accepted and the Agreement shall continue in force for an Additional Term.

### **3. PROVISION OF SERVICES**

- 3.1 The Services comprise fixed-line Telephony Services and service desk as set out in the Order and described in the attached Service Schedule.
- 3.2 Connaught shall use reasonable endeavours to provide the Telephony Services twenty-four hours per day, subject to the limitations expressed in this Agreement and the service levels described in paragraph 6 of the Service Schedule attached hereto. However, Connaught does not make any representations as to the accuracy, completeness, compatibility, error-free nature or fitness for purpose of the Telephony Services.
- 3.3 Connaught shall use reasonable endeavours to provide each of the Services set out in the Order to the Customer, subject to acceptance of the Customer's Order, from the RFS Date. During the Run-Up Period, Connaught shall carry out the necessary pre-service provision activities, including Site survey(s), installation work and agreement of the RFS Date with the Customer.
- 3.4 The Services provided shall include those of the following as set out in the Order:
  - 3.4.1 The provision of PSTN Lines(s);
  - 3.4.2 The provision of ISDN Lines(s);
  - 3.4.3 The provision of Subscriber Numbers and directory entries as specified by the Customer;
  - 3.4.4 The provision of services to enable the Customer to make and receive Calls via the PSTN or ISDN Lines;
  - 3.4.5 The provision of conferencing services;
  - 3.4.6 The provision of a service desk during the hours set out in the Schedule;
  - 3.4.7 If set out on the Order, installation of Equipment at the Customer's Site(s) and basic training in the use of the Equipment and Services.
- 3.5 During the term of this Agreement, Connaught shall be entitled to:
  - 3.5.1 Change the technical specification of the Telephony Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Telephony Services;
  - 3.5.2 Make alterations to the Telephony Services (including, but not limited to, conversions, shifts, renumbers and reconfigurations). Such alterations may result in temporary disruption to the Telephony Services and Connaught will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.6 Connaught cannot guarantee and does not warrant that the Telephony Services will be free from interruptions, including interruption of the Services for operational reasons, interruption of the Telephony Services for emergency reasons or degradation of the quality of the Telephony Services.
- 3.7 It is a condition of this Agreement that the Customer shall route all calls through Connaught's Network. All Calls routed via Connaught's Telephony Services shall be routed under the terms of this Agreement and charged accordingly; and

- 3.7.1 The Customer agrees that if due to its actions or omissions, Calls are routed via an alternative provider's network the Customer shall be liable for all charges levied by the alternative provider.

#### **4. ACCEPTABLE USE**

- 4.1 The Customer agrees to use the Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by Connaught from time to time.
- 4.2 The Customer agrees to ensure that the Telephony Services are not used by its End Users to:
  - 4.2.1 Make abusive, defamatory, obscene, indecent, menacing, disruptive, Nuisance or hoax Calls, email or other communications;
  - 4.2.2 Send or knowingly receive emails, uploads or other communications in breach of the rights of third parties, including those of quiet enjoyment, privacy and copyright;
  - 4.2.3 Send or knowingly receive material that is abusive, defamatory, obscene, indecent, menacing or disruptive;
  - 4.2.4 Send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Services, its suppliers or third parties;
  - 4.2.5 Carry out any fraudulent, criminal or otherwise illegal activity, including Artificial Inflation of Traffic;
  - 4.2.6 Enable any other service provider to route Calls, emails or other communications through Connaught's Network;
  - 4.2.7 Obtain access to restricted areas of the Network;
  - 4.2.8 In any manner which in Connaught's reasonable opinion brings Connaught's name into disrepute;
  - 4.2.9 Engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or service within the meaning of sections 127 and 128 of the Communications Act;
  - 4.2.10 Falsify true ownership of software or data contained in a file that the Customer or End User makes available via the Telephony Services;
  - 4.2.11 Falsify CLIs, user information, forge addresses or CLIs.
- 4.3 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Customer shall indemnify Connaught against any third party claims arising the Customer's breach of the terms of this clause 4.

#### **5. THE CUSTOMER'S OBLIGATIONS**

During the term of this Agreement, the Customer shall:

- 5.1 Pay all additional charges levied by Connaught, including those arising from Call charges incurred by the Customer; and
  - 5.1.1 The Customer undertakes to pay all Call Charges including those incurred by unauthorised access to or use of the Telephony Services, including use of unbarred premium rate numbers and rogue diallers.
- 5.2 Not route Calls over a third party's network. If (beyond the Customer's or Connaught's reasonable control) Calls are routed other than by Connaught's Network, the Customer shall:
  - 5.2.1 Pay invoice(s) raised by third party supplier(s);
  - 5.2.2 Notify Connaught immediately of any invoices for services raised by a third party for services that are covered by this Agreement.

- 5.3 Ensure that all reasonable measures to minimise Toll Fraud are made, as set out in clause 12 hereof.
- 5.4 Agree that in all instances where it attaches Equipment that has not been provided by Connaught to the Telephony Services that such Equipment shall be technically compatible and conforms to the relevant standard or approval for the time being designated under the Communications Act, the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 or any instruction issued by Connaught in relation thereto.
- 5.5 Accept that if it attaches Equipment that does not comply with the provisions of sub-clause 5.4 and such Equipment in the reasonable opinion of Connaught is causing disruption to the Telephony Services, Connaught shall be entitled to suspend the provision of the Telephony Services forthwith.
- 5.6 Only connect Equipment to Connaught's Network via connection points that are approved by Connaught.
- 5.7 Co-operate reasonably with Connaught's supplier if the supplier directly contacts the Customer to make or change appointments or to request information in respect of an installation or a Fault.
- 5.8 If the Customer subscribes to a service that provides music on hold and the Customer uploads music files, the Customer agrees to obtain all necessary licences and permissions as may be required.
- 5.9 Comply with all applicable laws and regulations, including, but not limited to data protection, code of conduct and those issued by the Regulator.
- 5.10 If the Customer elects to configure the Telephony Equipment to present the Calling Line Identity when an outgoing Call is made, the Customer shall:
  - 5.10.1 Ensure that the CLI is of a national significant format, is allocated to the Customer and that the Customer possess all necessary permissions in respect of the CLI;
  - 5.10.2 Ensure that if the CLI is not allocated to the Customer, the Customer possesses the allocated owner's written consent for its use and if such consent is revoked, immediately notify Connaught;
  - 5.10.3 Ensure that under the terms of the CLI code of practice, the CLI presented is allocated to the Customer, is in use, connected to a terminal and is capable of receiving Calls;
  - 5.10.4 Ensure that the functionality is used in accordance with any other provisions of the CLI guidelines published by the Regulator from time to time, and expressly the CLI shall not be:
    - a) A premium rate number prefixed 09;
    - b) A number that connects to a revenue sharing number that generates excessive or unexpected Call charges.
- 5.11 If the Customer has subscribed to call recording services, the Customer shall:
  - 5.11.1 Ensure full compliance with the statutory requirements for the use of such service; and
  - 5.11.2 Implement appropriate technical and organisational measures, including pseudonymisation and minimisation of data in an effective manner in order to meet the requirements inter alia of the Data Protection Legislation and PCI-DSS.
- 5.12 If the Customer uses auto-diallers to make Calls via the Telephony Equipment, the Customer agrees to comply with the Privacy and Electronic Communications Regulations and guidelines issued by the Regulator from time to time; and shall:
  - 5.12.1 Ensure that any call-list is kept up to date;
  - 5.12.2 Ensure that bad data, wrong numbers and nuisance calls are kept to a minimum.
- 5.13 Acknowledge that Connaught shall be entitled to suspend or terminate the Services forthwith if the Customer breaches the terms of sub-clauses 5.8 to 5.12; and
  - 5.13.1 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, shall indemnify Connaught against any third party claims arising from such breach.

## **6. CONNAUGHT'S OBLIGATIONS**

During the term of this Agreement, and subject to the performance by the Customer of its obligations hereunder, Connaught shall:

- 6.1 Provide the Services set out in this Agreement, subject to any service limitations set out in the Order and Schedule.
- 6.2 Make available a service desk that shall provide support and guidance in the use of the Telephony Services and manage the resolution of all Telephony Services-related Faults raised by the Customer.
- 6.3 Respond to Fault reports raised by the Customer and make reasonable endeavours to repair any Fault that is within the Network or directly caused by Connaught, its employees, agents, subcontractors or suppliers:
- 6.4 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons Connaught may place on the Telephony Services.
- 6.5 Comply with the Customer's requirements regarding telephone directory listing, as set out in the Order.
- 6.6 In addition to its obligations set out the General Terms and Conditions attached hereto, Connaught also warrants that it and its supplier shall comply with the General Conditions and any Special Condition applicable under the terms of the Communications Act.

## **7. Clause intentionally unused**

## **8. GENERAL**

- 8.1 The Customer acknowledges that title to the Subscriber Numbers supplied under the terms of this Agreement shall at all times be retained by Connaught or its supplier and the Customer agrees not to sell, transfer or otherwise re-allocate the number to a third party.
- 8.2 If the Customer requests paper-based itemised bills, Connaught shall provide such and shall make an additional charge, at its prevailing rate, for the provision of such facility.
- 8.3 Upon written notice given by Connaught's supplier, Connaught's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to the supplier or to its nominee.
- 8.4 Connaught has no control over the data delivered to the Customer over the Lines provided by Connaught and therefore cannot accept liability for loss or damage caused by or resulting from Nuisance Calls or malicious data including viruses, Trojan horses or spam.
- 8.5 If an appointment is made with the Customer for a visit to Site and that at the appointed time Connaught is unable to access the Customer's Site, or the appointment is otherwise broken by the Customer, Connaught shall be entitled to charge the Customer at its prevailing rate; and
  - 8.5.1 If Customer breaks an appointment for the installation of Equipment and fails to agree a further installation date which falls within thirty days of the date of the broken appointment, Connaught shall be entitled to terminate this agreement and recover costs as set out in clause 10.
- 8.6 If Connaught carries out work in response to a Fault report and Connaught subsequently determines that the Fault either was not present or was caused by an act or omission of the Customer, Connaught shall be entitled to charge the Customer at its prevailing rate.
- 8.7 The Customer accepts that the use of call forwarding features will incur charges which will be charged at Connaught's prevailing rates.
- 8.8 If Connaught receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order made under the Communications Act, the Customer will do everything reasonably required by Connaught to ensure that Connaught and its supplier will be in compliance with their respective obligations under

the provisions of the Communications Act and any code adopted by the Regulator in respect of the provision of the Telephony Services.

## **9. TERMINATION**

- 9.1 In addition to the provisions of Clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
- 9.1.1 By either party by giving the other not less than ninety days notice in writing to terminate on the last day of the calendar month in which the end of the Minimum Term or Additional Term thereafter falls;
  - 9.1.2 By the Customer by giving thirty days' notice in writing if Connaught makes changes to the terms of this Agreement which are materially disadvantageous to the Customer PROVIDED THAT such notice is given within fourteen days of the effective date of the change(s);
  - 9.1.3 By the Customer by giving thirty days' notice in writing if Connaught makes changes to the Telephony Services which are materially disadvantageous to the Customer PROVIDED THAT such notice is given within fourteen days of the effective date of the change(s);
  - 9.1.4 Forthwith by either party during the Run-Up Period if Connaught discovers technical issues including location of the Customer's Site, which prevent it from being able to provide the Services or part thereof;
  - 9.1.5 Forthwith by the Customer during the Run-Up Period if the Customer decides not to accept any Excess Construction Charges which Connaught becomes aware of and duly notifies the Customer;
  - 9.1.6 By Connaught if its supplier ceases to provide the Services.
- 9.2 In the event of termination of this agreement, howsoever occasioned, the Customer shall be responsible for:
- 9.2.1 Arranging for services to be provided by an alternative supplier; and
  - 9.2.2 Payment of any charges due to Connaught arising from the Customer's failure to arrange for services to be provided by an alternative supplier, such charges to be made at Connaught's standard prevailing rate.
- 9.3 On termination of this Agreement, all Subscriber Numbers allocated to the Customer under the terms of this Agreement shall be transferred to Connaught's supplier. However, the provisions of this sub-clause do not prevent the Customer requesting migration of the Subscriber Numbers to a new provider. Such request should be made to the new provider.
- 9.4 The Customer shall within fourteen days of the termination date, return all Connaught-owned Equipment to Connaught.

## **10. CHARGES AND PAYMENT**

- 10.1 In general, invoices for installation shall be raised by Connaught immediately following the Commencement Date, invoices for fixed periodic Charges shall be raised in advance of the relevant period and invoices for all Calls, whether made with the authorisation of the Customer or not, during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 10.2 Calls that are not included in a Bundle ('ex-Bundle') will be charged at the rates set out on the Order and updated from time to time in accordance with the terms of this Agreement; and
- 10.2.1 Charging for a Call shall commence from when an answer signal is received and cease when a release signal is received.
  - 10.2.2 Call charges are based on Call duration, charged per second and rounded up to the nearest penny;
  - 10.2.3 All Calls are charged per second, rounded up to the nearest penny;

- 10.2.4 If a Minimum Monthly Spend is set out in the Order, Connaught shall, each month charge the Customer for the greater of the Minimum Monthly Spend and the actual monthly Call Charge;
  - 10.2.5 Call rates are based on termination to a land-line numbers. Connaught will levy additional Charges for calls that terminate to mobile or non-geographic numbers;
  - 10.2.6 The Charges for Calls made to non-geographic numbers may be changed at short notice by Connaught's supplier and that it may not be possible for Connaught to provide written notice of such changes prior to the new Charges being effective.
- 10.3 Connaught shall commence charging for the Telephony Services from the RFS Date, regardless of the date on which the Customer commences use of the Telephony Services. If the RFS Date does not correspond with Connaught's invoicing period as set out in the Order, Connaught shall charge the Customer at a pro-rata rate for the first invoicing period.
- 10.4 Except in the case of demonstrable error, all Charges will be calculated in accordance with data collected by or on behalf of Connaught.
- 10.5 Calls made by the Customer to numbers prefixed 0800 and 0808 will be free of charge.
- 10.6 The Customer acknowledges that the prices quoted in Connaught's literature and on the Order are estimates based on the rates prevailing at the time the Order is placed and as such are subject to change and the rate charged will be the rate in force at the RFS Date.
- 10.7 If Lines are transferred to Connaught on a like for like basis, the Customer agrees to pay for any additional chargeable features that formed part of the transferred services but were not expressly stated on the Order.
- 10.8 Installation charges set out in the Order are an estimate and are subject to change. If during Connaught's survey, to be carried out during the Run-Up Period, Connaught identifies additional installation costs ('Excess Construction Charges'):
- 10.8.1 Connaught shall notify the Customer of such Excess Construction Charges as soon as reasonably practicable;
  - 10.8.2 The Customer shall within fourteen Working Days notify Connaught of acceptance or non-acceptance of such Excess Construction Charges;
  - 10.8.3 All work to provision the Services shall be suspended by Connaught until such notice is received;
  - 10.8.4 If the Customer does not accept such Excess Construction Charges, the Customer shall be entitled to terminate this Agreement forthwith without incurring cancellation charges;
  - 10.8.5 If the Customer does not notify Connaught of acceptance of such Excess Construction Charges within fourteen Working Days, Connaught shall be entitled to terminate this Agreement and charge the Customer for costs reasonably incurred.
- 10.9 The Customer acknowledges that the Charges for the Minimum Term are calculated by Connaught in consideration inter alia of the setup costs to be incurred by Connaught and the length of the Minimum Term offered.
- 10.10 The Customer agrees that the Customer shall be liable for termination charges, which shall be paid by way liquidated damages in the event that:
- 10.10.1 The Customer terminates this Agreement at convenience prior to the end of the Minimum Term or Connaught terminates this Agreement prior to the end of the Minimum Term by reason of the Customer's un-remedied breach of the terms of this Agreement, the Customer shall be liable for:
    - a) Payment of all Services charges including Bundles and Equipment rental charges due up to the end of the Minimum Term;
    - b) Payment of all outstanding installation charges, including repayment of any discount that may have been applied;



- c) Payment of the expected ex-Bundle Call charges due to the end of the Minimum Term, such charges to be calculated by multiplying the average monthly Call charges (averaged over the previous six months) by the number of whole months remaining in the Minimum Term;
- d) Payment of any applicable cease charges.

10.10.2 The Customer terminates this Agreement at convenience prior to the end of any Additional Term or Connaught terminates this Agreement prior to the end of any Additional Term by reason of the Customer's un-remedied breach of this Agreement, the Customer shall be liable for:

- a) Payment of the expected ex-Bundle Call charges due to the end of the current Additional Term, such charges to be calculated by multiplying the average monthly Call charges (averaged over the previous six months) by the number of whole months remaining in the Additional Term;
- b) Payment of all Services charges including Bundles and Equipment rental charges due to the end of the current Additional Term;
- c) Payment of any applicable cease charges.

10.10.3 The Customer terminates this Agreement at convenience during the Run-Up Period, whereupon the Customer shall be liable for all set-up costs and cancellation costs incurred by Connaught up to the date that Connaught received notice of the Customer's intention to terminate.

10.11 The Customer shall not be liable for termination charges if this Agreement is terminated by:

10.11.1 The Customer at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Customer properly serves written notice to terminate, in accordance with clause 9 and / or Clause 11 of the General Terms and Conditions;

10.11.2 The Customer or Connaught during the Run-Up Period by reason of Connaught becoming aware that will be unable to provide the Services or part thereof;

10.11.3 Connaught at any time if it can no longer provide the Services or part thereof;

10.11.4 The Customer by reason of Connaught's un-remedied breach of the terms of this Agreement;

10.11.5 The Customer if Connaught or its supplier makes changes to the Services which materially adversely affect the Customer PROVIDED THAT the Customer complies with the provisions of sub-clause 9.1.2 hereof;

10.11.6 The Customer if Connaught makes changes the terms of this Agreement which are materially disadvantageous to the Customer PROVIDED THAT the Customer complies with the provisions of sub-clause 9.1.2 hereof.

10.11.7 The Customer if the Customer does not accept Excess Construction Charges, PROVIDED THAT the Customer complies with the provisions of sub-clauses 10.8.2 and 10.8.4 hereof.

10.12 If the Customer requests the porting of Subscriber Numbers away from the Telephony Services, either during a term of this Agreement or upon termination thereof, Connaught shall be entitled to charge the Customer for each number ported, at its prevailing rate.

## **11. LIMITATIONS**

11.1 The provision of these Services by Connaught is contingent upon the Customer having pre-installed Line(s), but is regardless of the Customer's current service provider.

11.2 The Customer accepts that certain features of the Services (as described in the Schedule) may not be available at all Sites due to technical and / or geographical reasons, and that such limitations may not be realised until after commencement of the Services.

## **12. TOLL FRAUD**

- 12.1 The Customer is exclusively responsible for the prevention of Toll Fraud.
- 12.2 The Customer shall pay all Rental and Call Charges whether the Customer or a third party uses (without the authorisation of the Customer) the Services. Connaught shall not be under any obligation (express or implied) to monitor the Customer's calls, call usage and/or patterns of usage.
- 12.3 The Customer agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:
  - 12.3.1 Regularly changing system passwords;
  - 12.3.2 Regularly changing user passwords;
  - 12.3.3 Changing passwords as appropriate when employees leave;
  - 12.3.4 Not using passwords such as '0000', '1234', default passwords or reversed extension numbers;
  - 12.3.5 Barring premium-rate numbers wherever practicable;
  - 12.3.6 Barring international calls wherever practicable – in particular, barring calls to countries that the Customer doesn't deal with;
  - 12.3.7 Barring outgoing calls outside of the Customer's hours of business, whenever practicable;
  - 12.3.8 Ensuring that the Customer's telephone systems are fully protected against known vulnerabilities.
- 12.4 Connaught shall not be liable for any losses, costs or damages arising from Toll Fraud.
- 12.5 The Customer shall notify Connaught immediately if it becomes aware of or has reasonable suspicion that a fraud or illegal misuse may have or will take place:
  - 12.5.1 Upon notification, Connaught shall take immediate steps to suspend the relevant part or parts of the Telephony Services and ensure that no further traffic is permitted on the relevant Lines;
  - 12.5.2 Connaught shall not be liable for any charges or liabilities incurred by the Customer prior to the suspension of Telephony Services.
- 12.6 If, in the reasonable opinion of Connaught, the Customer's Call profile is or becomes indicative of fraudulent activity, Connaught shall be entitled to suspend the Telephony Services immediately without notice.
- 12.7 If set out on the Order, Connaught will provide a Fraud Alert Service:
  - 12.7.1 Connaught shall monitor the Customer's Call volume and profile; and
  - 12.7.2 If potentially fraudulent activity is detected, Connaught shall notify the Customer of such on the following Working Day;
  - 12.7.3 Connaught does not guarantee that its Fraud Alert Service will detect all forms of fraudulent activity and the provision of such service does not imply any alteration to the provisions of sub-clauses 12.1, 12.2, 12.3 or 12.4 hereof.

## Service Schedule

The following Service Schedule sets out all of the Services that may be provided by Connaught. The actual Services to be provided under the terms of this Agreement are listed on the Order attached hereto.

The Line rental services provided by Connaught and described in paragraphs 1, 2 and 3 of this Service Schedule comprise the rental of analogue and / or digital Lines from the Line card housed in the Exchange(s) to the NTE at the Customer's Site(s). Calls will be transmitted over the rented Lines.

### 1. Analogue Line

A PSTN connection from the Exchange to the NTE at the Customer's premises. Two options are provided:

- A single PSTN connection which supports a single number
- A multi-line PSTN connection which supports a group of between two and two hundred Lines. Incoming calls are routed either to the first available Line or in rotation

### 2. ISDN2e Line

An ISDN2e connection from the Exchange to the NTE at the Customer's premises. The service is delivered over the copper-pair based Local Loop. Each ISDN2e bearer provides two 64kbps data/voice channels. Additional channels can be provided on a per pair basis. Advantages of ISDN2e include:

- DDI numbers
- Call quality is nearly always better than an analogue Line
- Pairs of channels can be combined to provide higher bandwidth for data transfer

### 3. ISDN30e Line

An ISDN30e connection from the Exchange to the NTE at the Customer's premises. ISDN30e provides a minimum of eight 64kbps voice / data channels (extendable to thirty) and one 64kbps signalling channel. Additional channels can be provided on a per-channel basis. The maximum number of channels per bearer is thirty. There is no minimum number of channels for second and subsequent bearers. Advantages of ISDN30e include:

- DDI numbers;
- Channels can be combined to provide higher bandwidth for data transfer;

### 4. Fraud Alert Service

- 4.1 If set out on the Order, Connaught shall monitor the Customer's Call volume and profile, and if potentially fraudulent activity is detected by Connaught, shall notify the Customer of such on the next Working Day.
- 4.2 Connaught does not guarantee that its Fraud Alert Service will detect all forms of fraudulent activity.

### 5. Service Desk

- 5.1 Subject to fair use, Connaught's service desk provides support and assistance in the use of the Services, including the following:
  - Provision of help and guidance in the use and configuration of the Telephony Services
  - Management of the prompt resolution of Faults arising within the Telephony Services which are identified by Connaught's monitoring system

- Management of the prompt resolution of Faults arising within the Telephony Services which are raised by the Customer
- Management of hardware and firmware upgrades to Connaught-supplied CPE as required as a result of product / service improvement activities by Connaught
- Escalation management if required in the event of protracted Fault resolution
- Management of change requests
- Remote access support if possible and appropriate
- On-Site assistance when it is agreed between the parties that such is the best approach to resolving a particular Fault

5.2 The Customer shall make requests for assistance by one of the following methods:

- By Email to Connaught’s service desk: support@connaughtltd.co.uk
- By Telephone to Connaught’s service desk: 0121 311 1010

5.3 The service desk is available from 9am to 5pm Monday to Friday excluding bank and public holidays and 24 x 7 x 365 for Customers who subscribe to Connaught’s Care Level 4 service level.

## 6. Service Level Agreement

6.1 Connaught shall make reasonable endeavours to ensure that the Telephony Services are available twenty four hours per day, three hundred and sixty five days per year. However it is not possible to guarantee 100% availability of the Telephony Services and Connaught does not make such warranty. Reasons for reduction in functionality or unavailability of the Telephony Services include:

- Faults occurring in the Network
- Faults occurring in the Public Internet
- Planned maintenance (Connaught will provide reasonable notice in the event of such maintenance)
- Emergency maintenance
- Force Majeure events

6.2 Connaught shall use reasonable endeavours to resolve Faults in the Telephony Services within the time-scales set out below, according to the selected Service Level set out in the Order:

Service Level	Target Response Time	Target Resolution Time
Care Level 2.5	One Working Hour	23:59 on the next Working Day, or date of any appointment made to visit the Customer’s Site
Care Level 3	One Working Hour	If the Fault is reported prior to 13:00, 11:59 on the same Working Day the Fault is reported, or date of any appointment made to visit the Customer’s Site. If the Fault is reported after 13:00, 23:59 on the next day, or date of any appointment made to visit the Customer’s Site.
Care Level 4	One Hour	Seven hours

6.3 Elapsed time is calculated as stop time minus start time minus any parked time, where:

- Start time is the time that a Fault is logged on Connaught’s fault handling system (which shall be during the hours of cover).

- Stop time is the time at which the status of the Fault becomes resolved. The Fault report may be kept open for monitoring purposes after such time.
- Parked time is time during which Connaught is unable to progress the resolution of the Fault for reasons beyond its control, including:
  - Connaught has requested and is awaiting information missing from the Fault report.
  - Connaught is awaiting power up/down of the Customer's Equipment.
  - Connaught is awaiting the Customer's availability for a Site-visit, or the arrangement thereof.
  - The Customer is unavailable to respond to Connaught.
  - Access is unavailable at the Customer's Site at the agreed time for a visit.

- 6.4 Target resolution times set out in paragraph 6.2 do not cover Faults that are associated with physical cable breaks or vandalism within the Local Loop network. Estimated restoration of service will be communicated to the Customer via Connaught's service desk. Approximate restoration of service will be 5-10 working days.
- 6.5 Connaught's failure to meet the targets set out in this Service Level Agreement shall not be deemed to be a breach of this Agreement.

## 7. Complaint Handling

- 7.1 If the Customer is dissatisfied with any Services-related matter, the Customer should make a complaint using the following escalation path. If the complaint remains unresolved, the Customer should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Service Desk	support@connaughtltd.co.uk 0121 311 1010
2	Technical Manager	nigel.turner@connaughtltd.co.uk 0121 224 7204
3	General Manager	laura.richards@connaughtltd.co.uk

- 7.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.

## Annex to Service Schedule

### 1 Fair Usage Policy

#### Free Minutes and Breaches

- 1.2 If a service is on a Bundled Minute Promotion, it may be subject to free calls to 01, 02, 03 and Mobile numbers on the O2, Orange, T-Mobile, Three, EE and Vodafone networks. This promotion does however have its limits and is subject to the following fair usage policy:
- | A maximum of 5,000 inclusive minutes per line or channel per month across all of the above destinations.
  - | The number of calls to 03 numbers must not exceed 15% of the total number of calls made from the line.

A maximum of 2000 minutes per line or channel per month to UK Mobile numbers on the O2, Orange, T-Mobile, Three, EE and Vodafone networks.

- 1.3 Where the conditions are exceeded, all usage during the month for the service will be rated at the standard call rates. For example, if a 10 Line service made 60,000 01 or 02 minutes, all 60,000 minutes would be billed.