

SCHEDULE 2

NETWORK SERVICE AND LINE RENTAL TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Schedule the words and expressions defined in the Terms and Conditions, in the Contract Details or in any other Schedule forming part of the Contract shall apply and, in addition, the following definitions apply:

Broadband Service means the internet service to be supplied to the Customer's telephone lines by the Supplier and which may include a broadband access line that will provide internet connectivity as outlined in the Specification

Call means a signal, message or communication that is silent, spoken or visual.

Customer Equipment means equipment that is not part of the Service Provider's network and which the Customer uses or plans to use with the Network Service.

Network Service means the telecommunications service to be supplied to the Customer's telephone lines by the Supplier to enable a Call to be made or received (or both) and which may include a Broadband Service.

Service Failure means the continuous total loss of the facility to make or receive a Call or of any related Network Service provided to the Customer under the Contract.

Service Provider means the third party supplier of the telecommunications network.

Service Provider Equipment means equipment owned or provided by the Service Provider.

Specification means the description or specification of the Network Service as set out in the Contract Details.

2 BASIS OF CONTRACT

- 2.1 The Extended Term for the Network Service shall be 36 months unless the Customer is a Small Business Customer in which case the Contract shall continue unless and until terminated by either party on 30 days' written notice at any time.

3 SUPPLY OF THE NETWORK SERVICE

- 3.1 The Supplier shall supply the Network Service to the Customer from the Commencement Date in accordance with the Specification in all material respects. The Supplier may at its discretion wait until a survey of the Premises has been conducted by the Service Provider before agreeing the Commencement Date with the Customer.

- 3.2 The Supplier reserves the right to change the Specification without the prior consent of the Customer so that the Network Service conforms to any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Network Service.

- 3.3 From time to time it is possible that the Service Provider may need to change, reallocate or withdraw the codes or the numbers allocated to the Customer or otherwise interrupt the

Network Service for operational reasons, to comply with applicable law and/or to comply with the instructions of an applicable regulator. Should this occur all charges hereunder remain payable. The Customer accepts that the Service Provider may from time to time provide instructions regarding the Network Service and agrees to follow any such instructions.

3.4 The Network Service includes a telephone number. This number will be put in the appropriate telephone directories, together with the Customer's details, and made available from any Directory Enquiries Service unless the Customer requests otherwise. The Service Provider may agree to a special entry in the telephone directories at an additional charge.

3.5 All telephone numbers remain the property of the Supplier and the Customer has no right to sell or to agree to transfer any such telephone numbers. The Customer shall comply with any instructions provided to the Customer in relation to the use by the Customer of its allocated numbers.

4 MANAGING THE NETWORK SERVICE

4.1 The Supplier does not warrant or guarantee that the Network Service will be free of faults or interruptions.

4.2 The Customer shall promptly report all Service Failures to the Supplier. Without prejudice to condition 4.1, the Supplier shall use reasonable endeavours to repair or procure that the Service Provider repair a Service Failure by midnight on the first Business Day after the day the Service Failure is reported to the Supplier.

4.3 The Supplier's obligation under condition 4.1 does not apply in circumstances where:

- a) the Service Failure is caused by any party other than the Service Provider;
- b) the Service Provider is rejected access to the Premises by the Customer; or
- c) the Service Provider reasonably asks for other help and the Customer does not provide it; or
- d) the Customer is in breach of the Contract.

4.4 In the event it is not possible to repair a Service Failure by the time period referred to in condition 4.1, the Customer may elect to use call diversion (as described in condition 5 below). This service will only be made available to the Customer if it is reasonably practicable to do so, and the Customer acknowledges that technical restrictions may prevent the Supplier/the Service Provider from providing this service.

4.5 In the event that the Network Service fails to operate and the Customer makes use of another service provider, the Supplier will not be liable for that service provider's charges or fees.

4.6 The Customer may be charged for any maintenance or repair work carried out in the event that the Customer reports a Service Failure and the Supplier finds that no Service Failure exists, or that the Customer has caused the Service Failure.

4.7 To the extent that repairs are required outside of the timeframes referred to in condition 4.1 and are agreed to be provided by the Supplier or the Service Provider as appropriate, the Customer shall pay any additional charges incurred as a result.

5 **CALL DIVERSION**

5.1 Where call diversion is provided by the Supplier, the Service Provider will divert the Customer's incoming calls to another fixed line or mobile telephone number of the Customer's choice. Once the Service Failure has been remedied, the Supplier will cancel the Customer's call diversion.

5.2 The number chosen by the Customer for the call diversion service must be a UK number and is subject to the prior approval of the Service Provider. Freephone telephone numbers such as 0800 and 0870 will not be accepted. In the event that the call diversion telephone number selected by the Customer is a mobile telephone number then all additional costs for making the Call will be payable by the caller.

6 **CUSTOMER OBLIGATIONS**

6.1 The Customer agrees and undertakes:

- a) to prepare its Premises according to any instructions issued by the Supplier or the Service Provider, and to provide the Service Provider with reasonable access to the Premises;
- b) to provide at its own cost and expense a suitable location and appropriate conditions for the Service Provider Equipment including, where necessary, a continuous mains electricity supply and connection points;
- c) to maintain its telecommunications apparatus at all times in good working order in conformation with the relevant standards;
- d) that following completion of any work carried out by the Service Provider, the Customer is responsible for returning all items back to their original position and for any re-decorating which may be required as a result of the work;
- e) obtain and maintain all necessary licences, permissions, consents, registrations and approvals which may be required before the Commencement Date;
- f) not to contravene the Telecommunications Act 1984 or any relevant regulations or licences;
- g) comply with the Supplier's and the Service Provider's reasonable safety and security requirements;
- h) to procure that the Network Service is not used fraudulently or in connection with a criminal offence or to make offensive, indecent, menacing, nuisance or hoax Calls and in this respect the Customer shall, without limitation, secure implementation and management of their systems including any hardware not provided by the Supplier such as Firewalls or PBX; (ii) maintain security and confidentiality of authentication

details for online service portals and other services; and (iii) mitigate exposure to any suspected or known security breach by resetting passwords, requesting that accounts are disabled and reporting the incident to the Supplier immediately and in any event within 24 hours of becoming aware of the incident;

- i) to obtain and maintain all necessary licences, permissions, licenses, consents, registrations and approvals which may be required before the Commencement Date;
- j) to be solely liable for any costs arising as a result of Toll Fraud;
- k) if the Contract includes Broadband Services, obtain and install at its own cost such equipment as the Supplier advises is required for the provision of the Broadband Service.

6.2 The Customer shall reimburse the Supplier on written demand for any such costs and losses sustained by the Supplier pursuant to this condition 6.

6.3 The Customer acknowledges that the service known as 'fraud monitor' is not a fraud prevention system and does not prevent unauthorised access to the Customer Equipment. It is the sole responsibility of the Customer to setup and maintain their own security independently of the Supplier and therefore the Supplier accepts no liability whatsoever for any liability incurred as a result of a breach of security. The Supplier reserves the right to invoice the Customer for any fraudulent activity made.

7 MISUSING THE BROADBAND SERVICE

7.1 The Customer must not use the Broadband Service:

- a) in a way that does not comply with the terms of any legislation or any license applicable to the Customer or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- b) to send or procure the sending of any unsolicited advertising or promotional material other than to its own customers;
- c) in any way that does not comply with any instructions the Supplier or the Service Provider has given;
- d) in any way that in the Supplier's reasonable opinion could materially affect the quality of any service, including the Network Service, provided by the Supplier or the Service Provider;
- e) in a way that in the Supplier's reasonable opinion could affect the experience of other users on the network. By way of specific example: heavy download users may affect the performance of the network. For the avoidance of doubt, heavy download users affecting the performance of the network may be asked to upgrade their products.

- 7.2 The Supplier will be entitled to suspend the Broadband Service or terminate the Contract (without any liability to the Supplier) where the Supplier has reasonable grounds to believe the Customer is in breach of any provision of this clause 7.
- 7.3 The Customer acknowledges and accepts the following technical limits relating to the Broadband Service:
- a) transmission performance of some metallic local loops will mean it is technically impracticable to provide Broadband Services to all customers within the Broadband Service availability area.
 - b) the Broadband Service is not available to premises where all or part of the access connection is provided over fibre optic cable or radio systems.
 - c) that the Broadband Service may also affect the performance of some PSTN customer premises equipment.
 - d) that some technical service effects and limitations may not become apparent until after the Broadband Service has been installed and working for some time. In such circumstances the Broadband Service may need to be withdrawn.
 - e) those in the case of any rate-adaptive product, upload speeds (and download speeds) are dependent on distance from the exchange, atmospheric conditions and quality of the metallic path and may vary without notice to the Customer
 - f) rate adaptation can occur several times a day and may cause the link to the DSLAM to reset.
 - g) that in the case of any rate adaptive product, throughput guarantees will relate only to the actual rated speed of an individual connection, not any implied speed of service.
- 7.4 In the circumstances referred to in Clause 7.3, the Supplier will have no liability to the Customer relating to the provision of the Broadband Service (or the Supplier's inability to provide the Broadband Service), the performance of the Broadband Service, its effect on other services or equipment or the withdrawal of the Broadband Service.
- 7.5 The Customer will co-operate with the Supplier's reasonable requests for information regarding the Customer's use of the Broadband Service and supply such information without delay.
- 7.6 Technical support for the Broadband Service is available by telephoning 0844 318 5000 or by sending e-mail to support@modecommunications.co.uk Technical support is available during normal Supplier office hours.

- 7.7 The Customer accepts that the Supplier is reliant on fix times given by the Service Provider and that no service levels are committed to in relation to technical support and/or the resolution of Broadband Service faults or Broadband Service failure and therefore the Supplier excludes all liability (so far as it is legal to do so) in relation to technical support, Broadband Service faults or Broadband Service failure.

8 CUSTOMER EQUIPMENT

Where the Customer wishes to connect Customer Equipment to the Service Provider's network other than by using the Service Provider's main telephone socket, the Customer must obtain the Service Provider's prior permission. Any Customer Equipment must be technically compatible with the Network Service and not harm the Service Provider's network or another customer's Equipment and connected and used in line with any relevant Instructions, standards or laws.

9 PRICE

- 9.1 The price of the Network Service shall be the relevant price at the time the Network Service is in use as determined by the tariff stated or referred to in the Contract Details.
- 9.2 The Supplier shall be entitled to vary the tariff stated or referred to in the Contract Details from time to time by giving not less than three months written notice to the Customer.
- 9.3 Some call tariffs may be subject to a connection or minimum call charge.