

BEYOND CONNECTIVITY SERVICE - SERVICE SCHEDULE

(Version: December 2022)

1. Background

- 1.1 Words that are capitalised but have not been defined in this Service Schedule have the meanings given to them in the Standard Terms.
- 1.2 This Service Schedule relates to the provision of the described ethernet services by CBS to the Customer and not to any other services provided under any other Service Schedule under the Standard Terms.

2. Provision of the Services

Service Management

2.1 CBS may:

- 2.1.1 give the Customer instructions which it or the Supplier believes are necessary for reasons of health, safety, an Emergency, Maintenance, compliance with Applicable Law, the quality of the Services or the quality of any other telecommunications or network services provided to the Customer and it is the Customer's responsibility to ensure such instructions are adhered to;
 - 2.1.2 and its Supplier may interrupt the Services for operational reasons (such as Maintenance or Services upgrades) or because of an Emergency. CBS or its Supplier will restore the interrupted Services as quickly as possible; and
 - 2.1.3 and its Supplier may for operational reasons, introduce or withdraw Services features, introduce process changes, change the technical specification of the Services or particular components of the Services including Services or system upgrades or change of codes or numbers allocated to the Services in order to meet the national numbering requirements of an authority and CBS shall provide notice of any such changes as soon as reasonably practical.
- 2.2 In relation to ADSL and copper broadband, the Services will only be available to the Customer if Customers has and maintains a contract (whether with the Supplier or a third party) for the use of a BT analogue direct exchange line which terminates on a master socket forming part of BT's network. Unless otherwise agreed with CBS, it is the responsibility of the Customer to check this requirement before submission of an Order. Where the Customer does not have or ceases to maintain such a contract for the use of a BT analogue direct exchange line, CBS:
- 2.2.1.1 reserves the right to raise a charge to the Customer for any work undertaken in accordance with Appendix D; and/or
 - 2.2.1.2 terminate the Order, subject always to the provisions of paragraph 8.4.

Works

- 2.3 Where in CBS's or the Supplier's reasonable opinion it is necessary to use non-standard methods, or where a substantially greater cost than is usual is incurred by CBS or the Supplier in order to provide the Services, CBS may charge excess construction charges.

Connections

- 2.4 The Customer accepts that CBS, at the Customer's request or at CBS's or the Supplier's discretion, has the right to use the Broadband Network (including any wires which are part of the Broadband Network) to provide other services.
- 2.5 The Customer acknowledges that there will be a loss of broadband service during a migration of a Customer from one broadband service to another, which can occur at any time during the four (4) hour period prior to any engineering visits or appointments concerning the migration and at any time during a twenty-four (24) hour period when the migration takes place.
- 2.6 CBS will use reasonable efforts to provide additional Port availability but cannot guarantee that it or the Supplier will be able to provide additional Port availability at any given exchange.
- 2.7 The Customer shall pay any charges payable to, or incurred by, CBS or the Supplier in relation to internal cabling necessary in order for CBS and/or the Supplier to provide the Services to any Premises.

Service Demarcation Point

- 2.8 The Customer-facing egress ethernet ports on the EDD will be the default Service Demarcation Point for the Services, except for the "Managed" Service where the Customer-facing egress ethernet ports on the additional managed layer-2 / layer-3 device will become the Service Demarcation Point.
- 2.9 Where the access mechanisms to the Supplier Network is on a co-location Site, when no Service equipment is being provided, the Service Demarcation Point will be Customer-facing (egress) ethernet interface of the nearest Supplier aggregation or access switch.

Service Design

- 2.10 CBS will review the access requirements and design the access solution from the EDD to the Supplier PoPs. CBS shall not be responsible for any design, implementation and management on the Customer-side of the Service Demarcation Point.
- 2.11 It is assumed all communication rooms at the Site are built, ready and have an adequate power supply. If this is not the case delays may occur and/or additional costs may apply. For example, an engineering visit or Site survey (or both) will normally be necessary if new duct and fibre build work is required to provide the Services.
- 2.12 Once the access infrastructure has been provisioned, CBS or the Supplier will, where applicable, configure the Service equipment and dispatch this to the Customer's designated reception point. Unless otherwise agreed with CBS, the Customer is responsible for receipt of the configured Service equipment and carrying out the installation of such Service equipment in accordance with CBS' written instructions.
- 2.13 Changes to an Order cannot be made prior to the Target Handover Date without CBS' prior written consent. Some changes may require a new quote to be completed. CBS may suspend or cancel an Order if it or the Supplier is unable to meet any new requirements.

Service Handover

- 2.14 CBS shall use its reasonable endeavours to achieve the Target Handover Date.
- 2.15 Once the installation and setup of the Services is completed, CBS will notify the Customer by email that the Services are ready for use by the Customer.

Service Change

- 2.16 CBS or the Supplier may relocate the Services provided to a Customer within the Supplier Network for reasons included security, improvements to infrastructure, capacity management, cost reduction or mitigation of a known issue, provided such relocation will not have an adverse effect on the Services.

Equipment - Broadband

- 2.17 Unless otherwise agreed with CBS, it is the Customer's responsibility to connect the Customer Premises Equipment to the Broadband Network. The Customer is responsible for the installation of the Customer Premises Equipment by the Customer and for the operating system compatibility and usability, and CBS shall have no liability in this respect. Unless otherwise agreed with CBS, CBS is not responsible for assessing the Customer's space, facilities or computer and transmission capacity requirements and the Customer shall be solely responsible for assessing its own requirements.
- 2.18 If the Customer Premises Equipment does not meet the relevant requirements of notified by CBS, the Customer must immediately upon notice disconnect it or CBS or the Supplier may do so on reasonable notice to the Customer at the Customer's expense. If the Customer asks CBS to test any Customer Premises Equipment to make sure that it meets the relevant requirements notified by CBS, the Customer agrees to pay CBS any applicable charges referred to in Appendix D.

Software

- 2.19 If Software is provided to enable the Customer to receive and use the Services, CBS will assist the Customer in securing the grant to the Customer on third party terms of a non-transferable and non-exclusive licence to use the Software in object code form solely as necessary for receipt of the Services and solely in accordance with the Standard Terms and any applicable Software documentation. The term of any licence procured pursuant to this paragraph 2.19 is coterminous with the Order with which the Software is associated.
- 2.20 Except as permitted by Applicable Law, the Customer undertakes that it shall not copy, decompile or modify any Software, nor copy the manuals or documentation relating to that Software, nor knowingly permit anyone else to do so.
- 2.21 The Customer warrants that it shall follow any reasonable instructions given by CBS or the Supplier (including testing with the latest commercially available virus detection software) to ensure that any software (including the Software) used with or in connection with the Services is not infected by viruses and/or logic bombs, trojan horses and any other types of disruptive, destructive or nuisance programs.

Internet Protocol Address

- 2.22 Subject to paragraph 2.23, CBS may allocate IP addresses to the Customer.
- 2.23 If CBS provides or allocates an IP address to the Customer, the Customer will have a non-transferable licence to use any such IP address allocated by CBS for the duration of the Order. If this Service Schedule or an Order is terminated for whatever reason, this licence to use the IP address shall automatically terminate.

Equipment - Leased Lines

- 2.24 The Customer shall ensure that all Leased Lines Equipment connected to the Services is:
 - 2.24.1 technically compatible with the Services and shall not harm the Supplier Network, the Services, the Service equipment or another customer's network or equipment;
 - 2.24.2 connected and used in line with any relevant instructions or Applicable Law;
 - 2.24.3 connected and used in line with any relevant standards including any standards notified by CBS or the Supplier, in the order of precedence set out below:
 - 2.24.3.1 any legal requirements imposed upon the parties including requirements arising from General Condition 2 set under section 45 of the Communications Act 2003;
 - 2.24.3.2 any relevant specification notified by Ofcom in implementation of the recommendations of the Network Interoperability Consultative Committee;
 - 2.24.3.3 any relevant recommendations or standards by the European Telecommunications Standards Institute; and
 - 2.24.4 any relevant recommendations by the Telecommunication Standards Bureau (formerly the International Telegraph and Telephone Consultative Committee of the International Telecommunication Union).
 - 2.25 If upon becoming aware that the Leased Lines Equipment does not meet the relevant instructions, standards or laws, the Customer must immediately disconnect it or CBS or its Supplier will do so, at the Customer's expenses. Charges may apply if the Customer asks CBS or the Supplier to test the Leased Lines Equipment to make sure that it meets the relevant standards.
 - 2.26 CBS will not be liable for failure to meet any Service Levels or other obligations under this Service Schedule to the extent that the failure is caused by Leased Lines Equipment found to be connected otherwise than in accordance with this paragraph.
- ### 3. Service Levels
- 3.1 CBS shall use reasonable endeavours to provide the Services in accordance with the Service Levels and the Customer acknowledges that the Services will not be free of interruptions or faults.
- ### 4. Support
- 4.1 Where the Customer has an enquiry regarding the Services or where there is an issue with the Services or a Service fault, the Customer may request support from CBS in accordance with the provisions of Appendix B and the relevant Service Levels.
 - 4.2 The Customer acknowledges and accepts the Supplier may need to contact the Customer directly in the following circumstances:
 - 4.2.1 in relation to operational or Emergency reasons incidental to or arising from management of the Broadband Network;
 - 4.2.2 where the Customer has requested the Supplier to contact the Customer directly;
 - 4.2.3 where necessary in relation to all appointments, changes to appointments and access arrangements with the Customer for engineering visits; or
 - 4.2.4 to assist with provision of the Services and/or Maintenance or repair as appropriate.
 - 4.3 The Customer also acknowledges and accepts the Supplier may contact the Customer for the purposes of carrying out quality checks for management and training purposes concerning the visit of Supplier personnel to any Premises.
- ### 5. Customer Obligations
- 5.1 The Customer shall:
 - 5.1.1 connect any apparatus other than Customer Premises Equipment to the Broadband Network, nor connect any apparatus other than Customer Premises Equipment to the Broadband Network;
 - 5.1.2 not permit, enable, facilitate or allow the Services to be used outside of the parameters of the chosen product once a product from Appendix B has been selected; and
 - 5.1.3 support CBS and the Supplier by providing any relevant information concerning personal data which the Telecommunications Ombudsman may require in pursuance of its duties or which CBS and/or the Supplier may require for any action which it (or its Supplier) is engaged in with the Telecommunications Ombudsman.
 - 5.2 The Customer acknowledges and accepts that the provision of the Services to Premises may result in the Customer experiencing a temporary loss of analogue direct exchange line service, for the period when the Customer installation is being carried out and that any incorrectly wired extensions to the Customer's existing master socket will be left disconnected.
 - 5.3 It is the responsibility of the Customer to carry out any making good or decorator's work that may be required as a result of the installation or maintenance of the Services at Premises.
 - 5.4 In addition to those requirements set out in the Standard Terms and this Service Schedule:
 - 5.4.1 the following restrictions on the Customer's use of its account: (a) the account may only be used to gain access to the Broadband Network by either: a single person from up to two single telephone lines or ISDN channels (**Locations**); or more than one person from a single computer; and (b) the account may not be used by more than one person dialling in from different Locations but using the same user name; and
 - 5.4.2 the provision of the Services may require CBS to pass on additional terms of the Supplier which the Customer agrees to comply with.
- ### 6. Charges, Invoicing and Payment
- 6.1 The Charges applicable to CBS's supply of the Services to the Customer consist of:
 - 6.1.1 all charges in respect of the Services which are utilised by each Customer Connection including, without limitation, the Monthly Recurring Charges and the Non-Recurring Charges; and
 - 6.1.2 all charges for any other services, goods or property provided by CBS or the Supplier to the Customer or costs incurred by CBS or the Supplier from time to time connected to the Services, which shall be calculated in accordance with CBS's or the Supplier's charges communicated by CBS to the Customer from time to time and on request.
 - 6.2 Subject to paragraph 6.4, CBS shall invoice the Customer, and the Customer shall pay, the Charges in advance.
 - 6.3 The Charges in respect of each Order shall be first invoiced on:
 - 6.3.1 where the Services are to be provided at one Site, the date on which the Customer is notified that the Services are ready for use in accordance with paragraph 2.15; or
 - 6.3.2 where the Services are to be provided at multiple Sites, the date on which the Customer is notified that the Services are ready to be used in accordance with paragraph 2.15 in respect of at least two Sites.
 - 6.4 Notwithstanding paragraph 6.3, if the Customer requests that the handover of the Services is delayed or CBS or the Supplier fails to meet the Target Handover Date as a result of the Customer's delay or failure to fulfil its obligations under the Standard Terms or this Service Schedule, the Charges for the delayed Service shall be payable from the Target Handover Date unless otherwise agreed in writing by the parties.
 - 6.5 CBS shall be entitled to invoice the Customer in respect of any Installation Charge at any time following acceptance of the relevant Order. Invoices in relation to any Installation Charge shall be paid within seven days of the date of invoice.
- ### 7. Suspension of the Services
- 7.1 CBS and the Supplier shall, without prejudice to its other rights under the Standard Terms or otherwise, be entitled to suspend, interrupt or limit the provision of the Services or the Broadband Network in whole or in part at any time without prior notice where:
 - 7.1.1 the Customer does not comply with all procedures issued or provided by CBS or the Supplier from time to time in relation to accessing the Broadband Network;
 - 7.1.2 the Customer attempts to have access granted to a Customer Connection where the purpose of any such attempted access is not to enable a Customer to use the Services in accordance with the Agreement; or
 - 7.1.3 in the reasonable view of CBS or the Supplier, the Services: may pose a threat to the safety of persons; may pose a hazard which would impair or prevent the operation of equipment; may pose a threat to the proper operation, access, integrity and/or security of the Broadband Network; or is likely to impede the activities of authorised persons responding to an Emergency.
- ### 8. Term and Termination Rights
- 8.1 Each Order for the Service under this Service Schedule will take effect on the Effective Date and shall continue from the date on which the Customer is notified that the Service is ready to be used in accordance with paragraph 2.15 for the Minimum Term and shall automatically continue thereafter for consecutive terms equivalent to the Renewal Term until terminated in accordance with the Standard Terms or this Service Schedule.
 - 8.2 Subject to the provisions for early termination in accordance with the Standard Terms and this Service Schedule, each Order may be terminated by the Customer at any time on not less than the Minimum Notice, such notice not to expire before the end of the Minimum Term (or applicable Renewal Term), in writing.
 - 8.3 In addition to any termination rights in the Standard Term and this Service Schedule, CBS may terminate an Order in circumstances which include but are not necessarily limited to:
 - 8.3.1 where the Premises has been demolished;

- 8.3.2 where the new occupant at the Premises does not wish to receive the Services; or
- 8.3.3 where, other than due to the fault of CBS, and following reasonable efforts by CBS to fulfil an Order, the Customer or a Customer has failed to cooperate with CBS and/or the Supplier during the onboarding process or failed to agree an appointment or engineering visit in relation to the commissioning of the Services.
- CBS agrees that it will not exercise the rights under this paragraph 8.3 unreasonably or arbitrarily as a means to terminate Orders.
- 8.4 Where an Order is terminated prior to the expiry of the Minimum Term, the Customer shall pay any applicable Early Termination Charges to CBS. The Customer shall pay the applicable Early Termination Charges within seven of the date of CBS's invoice.
- 8.5 On termination of this Service Schedule:
- 8.5.1 the Customer shall at its own expense return to CBS or otherwise dispose of as CBS may instruct all Broadband Equipment belonging to CBS; and
- 8.5.2 CBS may request that all IP addresses allocated to the Customer revert to CBS.
- 8.6 The Customer acknowledges and accepts if CBS or the Customer terminates this Service Schedule or an Order, the Supplier may communicate directly with the Customer to inform them of the termination of the Services and how this may affect the communications services they receive from CBS including the options available to Customer in order to avoid disconnection or interruption to the Customer's existing communications services.
- 8.7 Where the Customer seeks to serve notice to terminate an Order, whether under this Service Schedule or the Standard Terms, the Customer must provide CBS with details requested by CBS, including details of the Site at which the Services are provided and any applicable circuit reference numbers.
9. **Limitation of Liability**
- 9.1 Except as expressly set out in this Service Schedule, and to the extent permitted by Applicable Law, all warranties, representations, conditions and terms whether expressed or implied by statute are excluded.
- 9.2 The provisions of clause 22 of the Standard terms shall apply in relation to any liability of CBS arising out of or in relation to this Service Schedule.

APPENDIX A - DEFINED TERMS

In addition to the defined terms in the Standard Terms, capitalised terms in this Service Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the Standard Terms, these defined terms will take precedence for the purposes of this Service Schedule).

Broadband Equipment: equipment sold by CBS to the Customer for use in accordance with this Service Schedule;

Broadband Network: the telecommunications system that CBS or the Supplier uses to provide the Services from time to time at its or their sole discretion;

BT: British Telecommunications plc a company registered in England and Wales (company number 1800000) with its registered office at 81 Newgate Street, London EC1A 7AJ;

Charges: the charges (excluding VAT and other taxes or duties applicable thereto) as may be payable by the Customer to CBS from time to time, detailed in this Service Schedule (including Appendix D);

Customer Connection: a connection between the Customer's properly installed and connected Customer Premises Equipment and the Broadband Network;

Customer Premises Equipment: telecommunications equipment, of a type approved under all applicable legislation and standards issued pursuant to that legislation and which may be used by the Customer to access the Broadband Network, including Broadband Equipment;

Early Termination Charges: the Charges as not yet paid which would otherwise have become payable by the Customer in respect of the remainder of the Minimum Term;

EDD: an ethernet demarcation device provided by CBS or the Supplier in the provision of the Services;

Emergency: a serious situation or occurrence that happens unexpectedly and demands immediate action;

Installation Charge: the charges (excluding VAT and other taxes or duties applicable thereto) payable by the Customer to CBS for the installation and setup of the Services;

Leased Lines Equipment: any equipment or infrastructure of the Customer required in order to be provided with the Services which related to leased lines;

Minimum Notice: not less than 100 days' notice, unless otherwise stated in the Order;

Monthly Recurring Charges: the charges (which are recurrent in nature) payable in connection with the Services;

Non-Recurring Charges: the charges (which are one-off non-recurring charges) payable in connection with the Services D including, without limitation, the Pass Through Costs;

Pass Through Costs: the third party and/or administration costs which CBS or the Supplier incurs from time to time in order to provide the Services;

POP: a point of presence;

Port: a Customer Connection on a DSLAM/ISAM which has a unique profile specific to the Customer;

Premises: any location either owned, managed or controlled by the Customer to which the Services are to be supplied;

Renewal Term means a period of time equivalent to the Minimum Term;

Service Demarcation Point: the point up to which CBS and the Supplier are responsible for the Services and up to which the Service Levels apply;

Service Levels: the service levels set out in Appendix C;

Services: the ethernet services set out in this Service Schedule ordered by the Customer and which CBS have agreed to procure the supply of by the Supplier;

Site: the Customer location to which the ordered Services will be provided;

Software: any software and associated written and electronic documentation and data provided used to access the Services;

Supplier: CBS' supplier of the applicable Services and/or such supplier's agents or sub-contractors;

Supplier Network: the Supplier's ethernet network; and

Target Handover Date: the estimated date by which the Services shall be ready for use by the Customer as set out in the Order.

APPENDIX B - DESCRIPTION OF SERVICES

1. Service Overview

1.1 CBS shall procure from the Supplier connectivity and broadband services including but not limited to the following: ADSL – (Broadband) Copper; FTTC – Fibre to the Cabinet (Broadband); SoGEA – Single Order Generic Ethernet Access; FTTP – Fibre to the Premise (Broadband); Ethernet – Dedicated Lease Line; EAD – Point to Point Lease Line; MPLS – Multi Site Lease lines; G-Fast – High Speed FTTC / P.

2. Support

2.1 CBS shall provide 1st line support services directly to the Customer. This will include all Customer sales and service query handling; Customer billing queries; queries relating to Services set up / Broadband Equipment and simple technical queries and other categories as defined by CBS during the onboarding process. CBS shall procure from the Supplier access to 2nd line support where CBS's process diagnostics have failed to resolve its Customers' issues.

2.2 In Life Queries - 1st line support

2.2.1 Once a Customer Connection is activated, 1st line support shall be provided by CBS.

2.2.2 Definitions of the 1st line support queries will be provided to the Customer during the onboarding process with the Customer. For the purposes of clarification and by example the types of query deemed to be 1st line would be: any initial contact made by the Customer; any initial fault diagnostics; any change to Customer contact details; any issue relating to Customer Premises Equipment; any Customer billing enquiry; any Premises move; any product enquiry relating to the Customer's own products; any administrative change requiring Customer notification to CBS; and any general query that does not relate to a line fault or incident.

2.3 In Life Queries – 2nd line support

2.3.1 The objective of the 2nd line service support which CBS will provide access to and which will be provided by the Supplier is to restore the normal state of the IT service operations as quickly as possible in order to minimise the adverse impact on the Customer's business operations.

2.3.2 For the purposes of clarification and by example the types of query deemed to be 2nd line would be: escalation of suspected Service faults; intermittent Services queries; reported slow speed queries (website, copper wiring issue, intermittent slow speed, bit swapping); unable to transit the Broadband Network; Customer notification of Broadband Network outages; investigation and diagnosis of line faults; line checking, reporting and escalation of poorly performing lines and Customer Connections.

2.3.3 CBS will act on behalf of the Customer with regard to all matters which require escalation, but the Customer will remain responsible for and liable for any charges incurred in pursuance of these escalations as Pass Through Charges.

2.3.4 The Customer acknowledges that non-availability of network connectivity, technical or other constraints may limit or prevent the full availability of the Services to the Customer, including, without limitation line speed and distance from the exchange. CBS can only accept an Order where the maximum loop line length is 5.5km and where the Services are available to the Customer with a standard exchange line within the Broadband Network footprint. CBS will inform the Customer of details of the Supplier's current Broadband Network footprint from time to time and will provide an on-going update to industry reference sites such as 'SamKnows', where appropriate. In the event that any of the Services cannot be made available for technical or other reasons, CBS will be entitled to immediately terminate the relevant Order upon giving notice to the shall have no liability in respect of any Services so terminated.

APPENDIX C – Service Levels

1. This Appendix C describes the Services Levels passed on by CBS to the Customer in relation to the Services under this Service Schedule.
2. CBS pass through to the Customer the benefit of the Services Levels provided by the Supplier to CBS. Those Service Levels may be updated by the Supplier from time to time, and in turn, will be updated by CBS. A copy of the Services Levels in force at any given time can be requested from CBS.
3. The Service Levels referred to in this Appendix C are targets only and CBS shall have no liability for a failure to meet them.

APPENDIX D – Charges

1. Charges may include, but are not limited to, the following:

- 1.1 Monthly Recurring Charges;
- 1.2 Non-Recurring Charges;
- 1.3 Pass Through Costs;
- 1.4 Installation Charges;
- 1.5 Other Charges; and
- 1.6 Early Termination Charges.