

1. SERVICE DESCRIPTION FOR CSL WIRES-ONLY BROADBAND

The provisions of this Service Description form part of the Agreement comprising the CSL General Terms and Conditions and the Order Form.

2. DEFINITIONS

Capitalised terms in this Service Description shall have the same meanings as in the CSL General Terms and Conditions and in addition the following terms shall mean: -

<i>Agreed Delivery Date</i>	means the date for installation of the Service or a component of it
<i>Agreed Delivery Date Confirmation</i>	the notification from CSL to the Customer confirming the Agreed Delivery Date
<i>AUP</i>	means CSL's Acceptable Use Policy (as amended from time to time) which can be viewed on the CSL website
<i>Backhaul</i>	means the method by which IP data is passed between CSL's core network infrastructure and the Customer's data centres or central host applications
<i>BT</i>	British Telecommunications plc including its Openreach and BT Wholesale divisions.
<i>Cancellation Deadline</i>	12 noon on the day which is two Working Days before the Agreed Delivery Date as set out in the Agreed Delivery Date Confirmation
<i>Connection</i>	the provision of any individual FTTC/ADSL connection which includes an ADSL or FTTC Wire Component, and may also include a PSTN line (which term includes any other physical access bearer), provided to the Customer pursuant to an Order.
<i>Customer Device</i>	means the Customer equipment to which remote IP communication is required, such as without limitation a digital video recorder or access control system.
<i>Incident</i>	any fault, incident or problem which affects the Service provided to the Customer, excluding any fault, incident or problem with any other CSL service purchased under separate Service Terms
<i>IP</i>	means internet protocol a suite of open architecture protocols that allow data communication over disparate networks;
<i>Minimum Term</i>	12 Months unless otherwise specified in the Order
<i>Service</i>	means the service described in paragraph 3.1;
<i>Wired Path</i>	means a copper wire or fibre telecommunication connection between an End User's premises and the local telephone exchange or Cabinet, over which broadband type services may

	be running;
<i>Working Days</i>	Monday to Friday, 08:30-18:00 hours excluding Bank Holidays in the UK

3. SERVICE DESCRIPTION

- 3.1 The CSL Wires-Only Broadband Service provides Broadband services using ADSL and FTTC access technologies carried over the CSL Network and any third party network that CSL uses to offer the Service. The Service offers the Customer the choice to purchase FTTC/ADSL only Services or both FTTC/ADSL and PSTN Service, (without voice calls).
- 3.2 The Service will consist of the following Wired Path components:
- (a) PSTN installation to the remote Customer site with Standard Care levels, unless the Customer has chosen to use their own BT supplied PSTN line; and
 - (b) ADSL or VDSL installation to the remote Customer site with Standard Care levels
- 3.3 The Service is available from within the UK only and only on Wholesale Line Rental (“WLR”) lines with BT number ranges. It is not available in (i) the City of Hull; (ii) the Isle of Man; (iii) the Channel islands; or (iv) the Republic of Ireland (Eire).
- 3.4 For supply of Wired Path components to site, the following clauses shall apply:
- (a) All Wired Path components are subject to availability at the site and may require site surveys
 - (b) Service availability checks are not an absolute guarantee that the Wired Path access method or specific variant can be provided.
 - (c) The provision of the Wired Path component is conditional upon confirmation from CSL that it is able, and agrees to provide the access method and, if relevant, installation and/or survey services, at the relevant Customer site.
 - (d) Where delivery of Wired Path components to a site is subject to excess construction charges (such as laying extra cabling or trenches), CSL will pass on details of such charges to the Customer for approval before proceeding any further with the order
 - (e) Where an ordered Wired Path access circuit or service, cannot be provided, the Customer may order an alternative or cancel such Wired Path service or access circuit, without incurring an applicable recovery charge (i.e. charges for recovering CPE from Customer premises). In these circumstances, the Customer shall not be entitled to any compensation in respect of such cancellation.
 - (f) For each planned installation, the Customer will provide a site contact name/number who will grant access to the site for subsequent installation activities and confirm the exact location for the installation of the Wired Path component.
 - (g) CSL shall notify the customer of the Agreed Delivery Date for new installations. Each Wired Path component and each Connection at any Customer Site may have different Agreed Delivery Dates. CSL will use reasonable endeavours to complete installations by the Agreed Delivery Dates but does not guarantee those dates.
 - (h) The Customer will be deemed to have accepted the Service on the Agreed Delivery Date unless it cancels the Service before the Cancellation Deadline or notifies CSL within five Working Days that the Service was not available on that date, in which case it will be deemed to have accepted the Service on the first date on which the Service is available
 - (i) If the delivery of the Service is delayed beyond the Agreed Delivery Date due to an act or omission of the Customer (including failing to provide complete information, accurate information and/or failure to procure any applicable consent, approval or access from any third party) or if the Order is modified after the Cancellation Deadline, CSL may start

- charging the customer from the Agreed Delivery Date and/or claim reasonable costs (including third party provider costs) that result from the delay, modification or cancellation.
- (j) CSL shall inform the Customer of the date for any required site visit but may not confirm an exact time. It is the Customer's responsibility to ensure site access is granted and available on the agreed date or missed appointment charges will become payable. Flexible appointments may be available at extra cost.
 - (k) In its use of the Service, the Customer shall only use Equipment which has been approved by CSL as compatible with its Network.
 - (l) The customer may cancel the Service or any part of it (subject to the payment of CSL's reasonable costs and expenses including of any third party provider charges incurred by CSL as a result of such cancellation) at any time before the Cancellation Deadline by providing written notice to CSL.
- 3.5 Termination of previous service providers:
- (a) It is a condition of this Agreement that where the fulfilment of a Customer Order requires CSL to terminate and migrate any existing FTTC/ADSL or fixed line agreements (whether such agreement is in the name of the Customer or any other third party, the Customer:
 - (i) authorises CSL to terminate the Customer's and/or any relevant third party's existing agreements;
 - (ii) shall be solely responsible for providing all telephone numbers, addresses and other information which CSL requests in connection with any such termination and migration; and
 - (iii) shall, before the Agreed Delivery Date, procure that all Users and any third party whose existing FTTC/ADSL or fixed line agreements are to be terminated and migrated in connection with any Order authorise CSL to terminate their agreements with previous FTTC/ADSL service providers and previous fixed line service providers in respect of all relevant Connections and comply with all reasonable requirements in connection with such termination and migration (including providing access to any relevant Site on the Agreed Delivery Date).
 - (b) CSL will not be liable for wrongful cancellation of any agreements between (i) the Customer or any User or any third party and (ii) its previous provider of FTTC/ADSL or fixed line services or for any monies owing, termination fees or any other charges or claims levied by any such previous service provider, BT or any other third party in connection with the termination or migration of existing FTTC/ADSL or fixed line services. The Customer shall indemnify CSL against any and all claims and losses of any nature arising out of or in connection with the termination or migration of any FTTC/ADSL or fixed line services agreements pursuant to this Agreement.
- 3.6 Actual throughput speed experienced (actual speed experienced at a particular time when connected to the Service) may be lower than the estimated access line speed due to a number of factors including but not limited to (a) the nature of the Customer's line; (b) CSL's Network capacity; (c) the number of Customer sites sharing the relevant network infrastructure; (d) number of Customer's accessing a particular website at any one time or time of day; and (e) any AUP if specified by CSL.
- 3.7 Either Party may terminate the Service or any part of it following the end of the Minimum Term or any Renewal Term on one month's written notice to the other Party, such notice period to terminate at the end of a complete Service month.
- 3.8 Cessation of Service
- (a) Following termination of the Service, The Customer will be issued with a final bill, which will be calculated and sent out to the Customer once all outstanding Charges, including any recovery charges have been identified. This may take up to eight weeks.
 - (b) If the Customer is terminating the Service in respect of any Connection they should be aware that they will lose all service purchased under these Service Specific Terms in respect of

that Connection unless they have made arrangements to have their service transferred to another service provider.

- 3.9 In order to receive the Service, the Customer must provision and maintain the required equipment and facilities set out in the Mandatory Accompanying Services and Technical Prerequisites clauses below.
- 3.10 Any IP or other network addresses allocated to the Customer by CSL are for use only in connection with the Service, all rights in such addresses belong to CSL and the Customer's right to use them shall revert to CSL upon termination of this Agreement.
- 3.11 CSL will have no liability whatsoever for any loss which the customer or any third party suffers as a result of the Customer installing and/or setting up Equipment to receive the Service.
- 3.12 The Customer shall not use the Service or any part of it in a way that in the reasonable opinion of CSL could materially affect the quality of any telecommunications service as notified to the Customer by CSL.

4. SERVICE SPECIFICATION

The Service is provided using, at CSL's option, ADSL and FTTC access technologies carried over CSL's Network and any third party network that CSL uses to offer the Service.

4.1 Baseline Service

The Service offers the Customer the option to purchase either FTTC/ADSL only services or both FTTC/ADSL and fixed line phone services in accordance with the table below ("Baseline Service").

Baseline Service	Elements
FTTC/ADSL Only	CSL provides only the FTTC/ADSL Connection, with no fixed line service. The Customer uses its existing provider for fixed line and voice calls, which must be a PSTN line provided over the BT cabling network.
FTTC/ADSL plus fixed line services (without voice services)	CSL provides FTTC/ADSL Connection and fixed line services. The Customer pays monthly line rental for the fixed line. A bar will be placed on the line to prevent voice calls from being made.

4.2 Fixed Lines

Fixed line services will use a connection to the CSL network via BT Openreach exchange lines that are installed or taken over by CSL and supplied to the Customer as requested on the order form or which already exist when the line is taken over. All lines will have outbound calling barred.

5. SERVICE LEVELS

- 5.1 When installation and/or resolution activities require engineering attendance at Customer Premises, the Customer will be responsible for providing access to the site, as requested and coordinated by CSL.
- 5.2 Target Resolution Times for all Wired Path components are subject to site access being granted by the Customer if and when required.
- 5.3 Target Resolution Times for Wired Path Components

FTTC/ADSL Components

- 1.1 Where troubleshooting concludes that a fault exists with the underlying ADSL/FTTC components to a site, target resolution times will subject to the associated Care Level that has been subscribed to for that component. The Service includes Standard Care levels on these

components as defined in the table below. Enhanced Care levels are available at additional cost.

ADSL/FTTC Care Level	Period of Cover	Target Resolution Time
Standard Care	08:00 to 18:00 Working Days in the UK	48 Hours

- 1.2 Where an ADSL/FTTC fault is reported outside of the period of cover applicable to the relevant Care Level which the Customer has subscribed to, the fault will be treated as if it had not been reported until the beginning of the next period of cover and this will be the start time for the Target Resolution Times above.

PSTN Components

- 1.3 Where troubleshooting as part of an Incident concludes that a fault exists with the underlying PSTN component to a site, Target Incident Resolution Times will be further subject to the associated Care Level that has been subscribed to for that component. Where CSL have provided the PSTN component as part of the Service, the CSL Wires-Only Broadband Service includes Standard Care levels on the PSTN component as defined in the table below. Enhanced Care levels are available at additional cost that offer quicker target Resolution Times and flexible engineering appointments.

PSTN Care Level	Target Resolution times
Standard Care	Clear by 23.59 day after next, Monday to Friday, excluding Public and Bank Holidays in the UK. For example, report Tuesday, clear Thursday

- (a) Incidents shall be deemed to: (i) commence when acknowledged by CSL; and (ii) end when CSL advises Incident resolution. The Customer will be deemed to have been advised if CSL has made reasonable attempts to contact the Customer.
- (b) It may be necessary for a temporary interruption to the Service from time to time for CSL to carry out essential maintenance or network upgrades to the Service and/or equipment (an "Outage" or "Outages"). CSL will use reasonable endeavours to minimise the number of Outages and any subsequent disruption to the Customer. The Customer is responsible for notifying its Users or other relevant third parties of any Outage.

6. Mandatory Accompanying Services

In order to receive the Service, the Customer must provision the Mandatory Accompanying Services set out below:

Required Equipment	To be provided by
Router/modem with microfilter or pre-filtered master socket	The Customer
Access Line which is a suitable BT analogue exchange line with no incompatible services operating on it.	The Customer, or CSL if a fixed line has been transferred or ordered for the relevant Connection

7. Technical Prerequisites

In order to receive the Service, the Customer must have the minimum requirements as set out below for each Connection:

Required Facilities
The right (including any necessary wayleave) to have fixed lines installed at the Site
Connection to a suitably equipped BT exchange at which there is appropriate capacity
The ability for an engineer to access the service location at the Customer site for installation and repair purposes.