

SCHEDULE ONE

WHOLESALE CALL CONVEYANCE SERVICE

1. INTERPRETATION AND DEFINITIONS

Words and expressions in this Schedule shall have the meaning given in the TSA, except as shown below:

“Call”	a transmission path through an electronic communications network for the sending of signals, and a reference to conveyance of a Call by a Party means the establishment by that Party of a transmission path through that Party's network and the conveyance by that Party in accordance with this Agreement of a signal over such transmission path;
“Minimum Term”	one calendar month from the Service Commencement Date;
“Rate Sheet”	the Wholesale Call Conveyance Rate Sheet, as published by Magrathea from time to time;
“Revenue Share Service”	a service where a network operator pays to its customer operating such service an element of the conveyance charges which that operator receives for Calls to such service;
“Service”	the Wholesale Call Conveyance Service as described in Clause 2 of this Schedule;
“Service Commencement Date”	the date on which Magrathea begins to convey traffic according to Clause 2 below;
“Terminating Operator”	the third party to whom Magrathea routes the Call for termination or transit;
“TSA”	the Telecommunications Service Agreement made between the Parties.

2. DESCRIPTION OF SERVICE

2.1 Magrathea shall convey Calls from the Customer's network over Magrathea's network to the Terminating Operator's network.

3. COMMENCEMENT AND DURATION

- 3.1 Subject to the provisions of Clause 6 of the TSA (“Suspension and Termination”), the Service shall begin on the Service Commencement Date and shall continue until either party gives to the other 30 days’ written notice to terminate, such notice expiring after the Minimum Term.

4. CHARGES AND PAYMENT

- 4.1 In consideration for the Service, the Customer agrees to pay the Charges as set out in the Rate Sheet.
- 4.2 Magrathea will publish a Rate Sheet each calendar month and will give the Customer 7 days’ notice of such new Charges.
- 4.3 In exceptional circumstances, and with the agreement of the Customer on a case by case basis, Magrathea may introduce a price change with immediate effect.
- 4.4 Charges are quoted on a per minute basis, exclusive of VAT. The charge for each Call will be calculated on a per second basis, and the length of each call will be rounded up to the nearest second.
- 4.5 The cost of a call depends on the time of day, the destination and the duration. The timed duration of a call begins on the receipt of an answer signal from the terminating operator. Magrathea will not be held responsible for any situation where this is generated in error.
- 4.6 The Duration of a Call ends on the receipt by Magrathea of a “call clear” message from either the Customer’s equipment or the Terminating Operator’s equipment. It is the responsibility of the Customer to ensure that this signal is received by Magrathea.
- 4.7 The Customer agrees that payment for the Service shall be made in advance. Only individual payments of £250 or greater (excluding VAT) will be accepted by Magrathea. It is the sole responsibility of the Customer to ensure sufficient credit remains on the account for traffic. Credit will only be added to the Customer’s account upon confirmation of cleared funds being received in Magrathea’s bank account.
- 4.8 In the event that the Customer’s account is unused for a continuous period of 12 months, Magrathea will close the account and the Customer will forfeit any unused credit.
- 4.9 The Customer shall be liable for the Charges in respect of all Calls
- (i) originating from or appearing to Magrathea to originate from the Customer’s network; or
 - (ii) originating from or appearing to Magrathea to originate directly from the End User; or
 - (iii) presenting to Magrathea with the Customer’s identifying data (including, but not limited to, the Customer’s username and password),

irrespective of whether or not they were generated in good faith by the End User or authorised by the Customer and including those generated as a result of fraudulent activity by a third party.

5. TRAFFIC FORECAST

5.1 The Customer shall provide Magrathea with a forecast of traffic volumes upon request and when they become aware of an expected increase or decrease in volumes.

6. SUSPENSION AND TERMINATION

6.1 Notwithstanding the provisions of Clause 6 of the TSA, Magrathea may suspend the Service with immediate effect:

6.1.1 in the event that the Customer fails to maintain a positive balance of funds in its account; or

6.1.2 in the event that any Calls conveyed under this Schedule or sent to Magrathea to be conveyed to the Customer are suspected by Magrathea of being Suspect Traffic, as defined in Clause 7 below.

6.2 This Service is intended for use by wholesale clients spending in excess of £1000 per month. Notwithstanding the provisions of Clause 6 of the TSA, Magrathea has the right, in its sole discretion, to terminate the Service in the event that the Customer's call volumes fall below this level.

7. SUSPECT TRAFFIC

7.1 "Suspect Traffic" shall mean any Call:

7.1.1 where there is a reasonable expectation that the calling party will not pay for the Call; or

7.1.2 which is generated or appears to Magrathea to be generated in order to inflate payments due to a Revenue Share Service; or

7.1.3 which is likely in Magrathea's opinion to result in Magrathea incurring a loss in respect of such Call; or

7.1.4 which falls within the definition of Artificially Inflated Traffic, as set out in Annex E of BT's Network Charge Control Standard Interconnect Agreement; or

7.1.5 where Magrathea suspects that "number probing" software has been used.

7.2 Magrathea shall be under no obligation to convey Suspect Traffic.

8. THIS SCHEDULE TO PREVAIL

8.1 If there is any inconsistency between the provisions of this Schedule and the TSA, the provisions of this Schedule shall prevail.

Customer Signature:

Name:

Title:

Company Name:

Date:

Magrathea Signature:

Name:

Title:

Date: