

SCHEDULE ELEVEN

CARRIER PRE-SELECTION

1. INTERPRETATION AND DEFINITIONS

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

“Address Complete Message”	a signalling message required by the originating network to indicate that sufficient address digits have been received and that a transmission path should be set up;
“Answer Signal”	the signal required by the originating network to indicate that the transmission path is complete;
“BT”	BT Group plc
“BT Call Box”	a BT Public Call Box (as defined in General Condition 6) or a temporary BT Public Call Box (for the avoidance of doubt this shall include BT Managed Payphones) or an equivalent payphone on the BT network which is operated by a payphone operator other than BT;
“BT Corporate Marks”	the registered or unregistered trademarks and service marks, house marks and marks of ownership, trading names, brand names, distinctive colour schemes, devices, styles, emblems and other manifestations associated with BT including the logotype comprising the letters BT and the piper device and/or the letters BT and the connected world device and/or any elements of these marks;
“BT Exchange Line”	apparatus comprised in BT’s electronic communications network installed for the purpose of connecting a telephone exchange run by BT to a Network Termination Point;
“BT Managed Payphone”	a BT Call Box which BT is contracted to manage located on a third party site;
“BT Retail Price List”	The retail price list published from time to time by BT;
“BT Social Telephony”	any one of: a) Light User Scheme as detailed from time to time in the BT Retail Price List; or b) In-Contact scheme as detailed from time to time in the BT Retail Price List; or c) Any equivalent or replacement scheme which BT may introduce from time to time;

“Commencement Date”	a date agreed in writing between the Parties;
“CPS Customer”	an End User taking the CPS Service from the Customer;
“Network Termination Point”	the physical point at which an end user is provided with access to a public electronic communications network;
“Price List”	the CPS Price List, as published by Magrathea from time to time;
“Process Description”	the Industry End-to-End CPS Process Description;
“Reseller Routing ID”	a routing prefix code assigned by Magrathea to the Customer;
“Service Preparation”	as described in the Process Description;
“Transaction”	a processing activity in respect of a CLI;
“TSA”	the Telecommunications Services Agreement signed between the Parties;
“Working Day”	any day other than Saturday, Sunday, public or bank holidays in the United Kingdom.
“User Guide”	Magrathea’s CPS User Guide, as published and amended from time to time.

2. DESCRIPTION OF SERVICE

- 2.1 The “CPS Service” is a service where a CPS Customer opts for all outgoing Calls (except those Calls excluded under Clause 2.4 below) to be routed to the Magrathea network for conveyance by Magrathea.
- 2.2 Magrathea shall, subject to the terms of this Schedule, enable the Customer to offer a CPS Service to its CPS Customers.
- 2.3 Magrathea shall provide the CPS Service for CPS Customers on BT Exchange Lines with the exception of the following:
- 2.3.1 a BT Exchange Line designated for BT Social Telephony;
- 2.3.2 a BT Exchange Line connected to a BT Call Box;
- 2.3.3 a BT Exchange Line designated for incoming calls only.
- 2.4 The CPS Service shall not include calls to the following:
- 2.4.1 0808 99xxxxx number ranges;

2.4.2 0844 04xxxxx number ranges; or

2.4.3 services which are accessed by Type A Access Codes or Type C Access Codes, as defined in the National Telephone Numbering Plan, as published by Ofcom from time to time.

2.5 A CPS Customer's telephony service may be suspended by BT without notification to Magrathea or the Customer.

3. COMMENCEMENT AND DURATION

3.1 Service under this Schedule shall commence on the Commencement Date, subject to

3.1.1 the Customer having provided forecasts in accordance with Clause 6 below; and

3.1.2 satisfactory completion of Service Preparation by the Parties.

4. ORDER HANDLING

4.1 The Customer shall submit all CPS Transaction requests via the electronic order handling facility.

4.2 Requests for Transactions shall be processed in accordance with the Process Description, provided that there shall be no obligation to process transactions in excess of agreed threshold volumes for Transaction requests as agreed between the Parties.

5. OBLIGATIONS OF THE PARTIES

5.1 Magrathea shall provide a CPS support service on Working Days between 9.00 am and 5.30 pm.

5.2 Magrathea shall provide not less than 7 calendar days' notice of planned outages of the electronic order handling facility and as much notice as is reasonably practicable of unplanned outages.

5.3 The Customer shall use all reasonable endeavours to inform any prospective CPS Customer that if such CPS Customer is a BT Social Telephony Customer, such CPS Customer will need to cease BT Social Telephony Service if they wish to take up a CPS service. The Customer undertakes not to encourage, and to use reasonable endeavours not to permit the encouragement of, CPS Customers to apply for BT Social Telephony.

5.4 The Customer agrees to operate in accordance with the provisions of the documents listed in Appendix 11.1 attached, as such documents are amended from time to time by the relevant industry body.

5.5 The Parties shall agree in advance all necessary technical requirements for the

conveyance of Calls pursuant to this Schedule. The Parties shall convey such Calls in accordance with the agreed technical requirements.

5.6 Magrathea shall forward to the Customer's network the Reseller Routing ID followed by the called party's telephone number. On receipt of the initial digits of the called party's telephone number the Customer shall immediately proceed to connect the calling party to the called party and shall ensure that, immediately on the called party answering, the Customer's network shall return to Magrathea an Address Complete Message immediately followed by an Answer Signal.

5.7 For the avoidance of doubt, the Customer may return the following tones:

- a) Ring;
- b) Engaged;
- c) Number Unobtainable; or
- d) Equipment Engaged;

or messages limited to direct replacements for those tones provided that any message contains no form of information identifying the Customer without first sending an Answer Signal.

6. FORECASTING

6.1 The Customer shall supply forecasts for the traffic associated with the CPS Services in the format requested by Magrathea from time to time. Such forecasts shall be for an annual period (showing the 12 month total figures) and shall be updated at four monthly intervals.

6.2 The Customer shall supply Transaction request forecasts in accordance with the Process Description and as more particularly described in the User Guide.

6.3 If the Customer fails to update the Transaction request forecast in any particular month, then it shall be deemed to have submitted a forecast which is the same as the previous month's forecast, for the twelve month period from that particular month.

7. CHARGES AND PAYMENT

7.1 Subject to Clause 7.3 below, the Customer shall pay all Charges for the Service as shown in the Price List and as calculated using details recorded by Magrathea. Payment shall be by way of Direct Debit.

7.2 Charges for the Service or any part of it will begin accruing on the date when that Service or any part of it is installed and ready to use.

- 7.3 Where the volume of orders processed is less than ninety per cent (90%) of the forecast submitted by the Customer for a transaction type, the Customer shall be obliged to pay the difference between ninety per cent (90%) of the total forecast for each transaction type and the actual transactions processed for that particular month.
- 7.4 Magrathea shall invoice the Customer for the Service on the first day of each month following installation. Payment shall be taken from the Customer's bank account by Direct Debit on the 28th day of each month.
- 7.5 Magrathea may correct an invoice sent to the Customer providing it notifies the Customer within 12 months of the date of the invoice, giving its reasons.

8. TERMINATION AND SUSPENSION

- 8.1 Magrathea may terminate this Schedule:
- 8.1.1 in accordance with Clause 6.3 of the TSA; or
 - 8.1.2 forthwith in the event that BT's CPS product is withdrawn; or
 - 8.1.3 on not less than 13 months' notice for any other reason.
- 8.2 In the event that the Service is terminated under Clause 8.1 above, Magrathea shall have the right to communicate directly with End Users to inform them of the termination of the Service and how this will affect the telecommunications services they receive from the Customer and the options available to End Users in order to avoid disconnection or interruption to their telecommunications services. This Clause 8.2 survives termination of the Service.
- 8.3 Magrathea may suspend provision of the Service or performance of any of its obligations under this Schedule as is reasonable if the Customer fails to take appropriate action to Magrathea's reasonable satisfaction in respect of any of the Customer's obligations under this Schedule.
- 8.4 The Customer may terminate this Schedule:
- 8.4.1 on not less than 28 days' notice if Magrathea materially changes the conditions of this Schedule to the Customer's detriment (other than the Charges) provided such notice shall be served on Magrathea no later than 28 days from the date on which the change comes into effect; or
 - 8.4.2 on not less than 12 months' notice for any other reason.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Customer shall not make use of or permit anyone else to make use of the BT Corporate Marks or the BT name or any element thereof either alone or in combination with another word or device mark, nor any other brand, get-up or trade mark of BT or its affiliated companies, where such use constitutes or would constitute an infringement of BT's registered trade mark or common law rights. However, nothing in this clause prohibits the Customer from making legitimate use of the BT name or any other trade

mark of BT whether in the form of factual statements or in accordance with the terms of Section 10(6) of the UK Trade Marks Act, 1994 or in any other way which does not constitute an infringement of BT's registered trade mark or common law rights.

10. LIMITATION OF LIABILITY

10.1 Subject to Clause 11.2 of the TSA Magrathea accepts no liability for any third party loss, expense or charge incurred by the Customer or any End User in respect of provision of the Service.

10.2 Magrathea shall not be liable for the suspension by BT of a CPS Customer's telephony service.

11. THIS SCHEDULE TO PREVAIL

11.1 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:

Appendix 11.1

Links to Industry Documents referred to in Clause 5.4 of this Schedule

- 1 [CPS Functional Specification](#)
- 2 [Industry End-to-End CPS Process Description](#)
- 3 [CPS Consumer Guide](#)
- 4 [Technical Implications of CPS on Telephony Services across the Interconnect in the UK.](#)