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## FIXED SERVICE SCHEDULE – DIGITAL LINK KB SERVICE

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The following additional terms and conditions apply to the provision of the Digital Link KB Service.

### 1 DEFINITIONS

In this Service Schedule, in addition to those terms defined in the General Conditions and the Fixed Terms, the following terms and expressions apply:

TERM / EXPRESSION	MEANING
“Connection Point”	means the Equipment located at the Site consisting of a block terminal, a socket for a removable plug, a distribution frame, or any other equipment to facilitate the connection of the Customer Equipment to the Digital Link KB Service;
“Digital Link”	means a terrestrial telecommunication link provided between two or more specified points within the Territory (none of which is a point at which the Network is connected to telecommunications systems run by another telecommunications provider); and
“Digital Link KB Service”	means the service which comprises, via a Digital Link, permanently connected digital voice or data circuit(s) with transmission speeds ranging from 2.4kbps to 960kbps, as further described in the O2 Fixed Communications Product User Guide: O2 Digital Link kb (a copy of which can be requested from O2).

### 2 FIXED SERVICE

The Digital Link KB Service is a Fixed Service and the Fixed Terms will apply to this Service.

### 3 DIGITAL LINK KB SERVICE

- 3.1 O2 will aim to provide the Customer with the Digital Link KB Service by the Target Delivery Date. If the Customer requests a change to the specification of the Digital Link KB Service before provision is complete, the date by which O2 agrees to provide the Digital Link KB Service to the new specification will become the Target Delivery Date.
- 3.2 The Customer will only use the Digital Link KB Service in compliance with the provisions of any licence applicable to the Customer.
- 3.3 The Customer will procure that any User that is permitted to use the Digital Link KB Service will only do so in accordance with any licence applicable to that User.
- 3.4 Customer Equipment must only be connected to the Network using Connection Points, unless otherwise agreed in writing by O2. If O2 agrees that Customer Equipment may be connected other than by using Connection Points, O2 may end any such agreement on reasonable notice to the Customer.

### 4 AMENDING THE DIGITAL LINK KB SERVICE

The Minimum Period for the Digital Link KB Service will apply in respect of each new facility added or changes made (for example shifts or upgrades) to the Digital Link KB Service on request by the Customer in accordance with clause 8 of the General Conditions.

### 5 CANCELLING THE DIGITAL LINK KB SERVICE

- 5.1 The Customer may cancel the Digital Link KB Service or any instance of the Digital Link KB Service, on ten days' written notice to O2.
- 5.2 O2 may cancel the Digital Link KB Service or any instance of the Digital Link KB Service on five days' written notice if the Customer requests a change to the original Target Delivery Date more than three times. For the avoidance of doubt, the Customer's request for a new specification for the Digital Link KB Service will be deemed to be an alteration of the original Target Delivery Date. If O2 cancels the Digital Link KB Service under this paragraph 5.2, the Customer must pay O2 for any work done or any money spent in getting ready to provide the Digital Link KB Service.

- 5.3 If the Customer gives notice in accordance with paragraph 5.1, then:
- a) if such notice is given prior to O2 providing the Digital Link KB Service, then the Customer must pay O2 for any work done or any money spent in getting ready to provide the Digital Link KB Service;
  - b) if such notice is given within the Minimum Period, the Customer must pay rental or other charges for the remainder of the Minimum Period at the rate in force at the date of termination; and
  - c) if such notice is given after the Minimum Period, the Customer must pay the rental Charges until the later of:
    - i) ten days after the date on which O2 receives the notice; and
    - ii) the expiry of the notice.
- 5.4 Whoever gives a notice to cancel the Digital Link KB Service under this paragraph 5, O2 will repay or credit the appropriate proportion of any rental paid in advance (unless it is for part of the Minimum Period for the provision of the Digital Link KB Service, or the Minimum Period applicable to any facility added to the Digital Link KB Service).
- 5.5 If a claim is made against O2 because the Digital Link KB Service is misused by the Customer or its Users in breach of the Customer's obligations under clause 9.1 of the General Conditions, the Customer must reimburse O2 in respect of any sums O2 is required to pay.