

Services Agreement

Service Schedule – Fixed Line Services

The terms set out in this Service Schedule apply to the provision of Fixed Line Services in addition to the PISG Trading Terms. Any capitalized terms not defined in this Service Schedule have the meaning given to them in the PISG Trading Terms.

1. SUPPLY OF SERVICES

- 1.1. During the Term and until the Designated CLIs are validly transferred to another Service Provider or cancelled, PISG has the exclusive right to supply all Fixed Line Services to the Designated CLIs.
- 1.2. Subject to its right to cancel the Fixed Line Services under the Trading Terms, during a Period the Customer is not entitled to cancel the Fixed Line Services or to remove any Designated CLIs from the scope of the Fixed Line Services or to use any means of access other than the PISG Access Code for the purpose of replacing PISG as the service provider for those Fixed Line Services or Designated CLIs with an alternative service provider.
- 1.3. The Fixed Line Services may include, subject to **clause 2**, any data services using the Designated CLIs.

2. CHARGES

- 2.1. The PISG Rates may distinguish between different products used to provide the Fixed Line Services and different uses of the Fixed Line Services.
- 2.2. The PISG Rates are based on the Estimated Traffic Profile specified in the accepted Service Order. PISG reserves the right to alter the PISG Rates if the Customer's actual traffic profile over any continuous 3 month period is on average less than 85% of the Estimated Traffic Profile.

3. MATTERS RELATING TO SERVICES

- 3.1. The Customer is responsible for providing complete and accurate details of the Designated CLIs to PISG. PISG accepts no responsibility for any errors in the transfer of a Designated CLIs or supply of the Fixed Line Services where that error occurs as a result of a failure by the Customer to provide complete and accurate details of the Designated CLIs.
- 3.2. The Designated CLIs are transferred to PISG on an "as is" basis. The Customer is solely responsible for specifying any call line identification restrictions, call blocking, calling plans or other features available to the Designated CLIs.
- 3.3. Unless otherwise specified in the Pricing Schedule, a minimum call duration of 1 minute applies to calls made using the Fixed Line Services.
- 3.4. The quality of the Fixed Line Services provided is determined by the quality of service provided by a Provider to PISG. PISG is not liable to the Customer or any person claiming through the Customer for breach or failure attributable to:
 - (a) technical problem or technical limitation relating to a Provider's or other carrier's facility;
 - (b) any delay in provisioning any Fixed Line Service or in correcting any fault;
 - (c) failure or incorrect operation of any Fixed Line Service; or
 - (d) any other default in performance under the Agreement, if it is caused by any event beyond PISG's control.

4. EARLY TERMINATION AND CANCELLATION

- 4.1. The PISG Rates are offered for each Period on the basis of the Fixed Line Services being provided to the Customer for the entire Period.
 - 4.2. The Charges payable for early termination or cancellation of the Fixed Line Services pursuant to **clause 16** of the Trading Terms are:
 - (a) if the Fixed Line Services are terminated or cancelled other than in accordance with **clauses 2.6** or **16.2** of the Trading Terms prior to the expiry of the current Period and:
 - (i) at the date of termination or cancellation more than 2 complete calendar months of billing has occurred, an amount calculated by dividing the total of the Fixed Line Charges invoiced to the Customer for the 2 highest billing months prior to the date of termination or cancellation by 8, and multiplying the resulting figure by the number of months remaining in the current Period; or
 - (ii) at the date of termination or cancellation less than 2 complete calendar months of billing has occurred, an amount calculated by dividing the total of the Fixed Line Charges that would have been payable by the Customer in that 2 calendar months based on the Estimated Traffic Profile by 8 and multiplying the resulting figure by the number of months remaining in the current Period; or
 - (b) if the Fixed Line Services are cancelled in accordance with **clauses 2.8** or **4.7** of the PISG Trading Terms, an amount calculated by dividing the total of the Charges that would have been payable by the Customer in the first 2 calendar months of the Minimum Period, based on the Estimated Traffic Profile, by 8 and multiplying the resulting figure by the number of months in the Minimum Period specified in the accepted Service Order.
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