

Service Schedule 1 – Voice Support Terms & Conditions

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unified
communications
means **freedom**

Contents

- Overriding Provisions 2
- Voice Terms..... 2
- Definitions 2
- 1. Commencement & Term..... 2
- 2. Service Description..... 2
- 3. Charges..... 2
- 4. Solution Design..... 3
- 5. Professional Services..... 3
- 6. Customer Equipment 3
- 7. Freedom Supplied Equipment..... 4
- 8. Site Preparation, Access and Installation 4
- 9. Providing the Service by Non-Standard Means 5
- 10. Service Levels 5
- 11. Fault Response 6
- 12. Freedom Suppliers 6
- 13. Customer Obligations..... 6
- 14. Software & Firmware Updates..... 7
- 15. Manufacturer Support 7
- 16. 3rd Party hardware / software support 7
- 17. Suspension or Termination of a Voice Service 7
- 18. Law & Jurisdiction 8
- System Support Service..... 9
- Call Recorder / Logger Service 12
- Contact Centre 14
- Document Control..... 16

➤ **Overriding Provisions**

All quotations are made and all orders are accepted subject to these conditions (“these Service Schedule Terms”) and our Active Support Contract Framework Terms. In the event of conflict between these Service Schedule Terms and the terms and conditions of the Customer’s Active Support Order (including printed terms and conditions) these conditions shall prevail.

➤ **Voice Terms**

➤ **Definitions**

“**Activation Date**” means the date upon which Freedom confirm to the Customer that Service and/or Services are available for use;

“**Active Directory**” is an LDAP compliant directory service implemented by Microsoft for Windows Domain networks. It is designed to handle a high volume of read and search operations. Its database consists of objects and attributes and is hierarchical, replicated (multi-Master) and extensible. These definition of these objects and attributes are stored in the Active Directory Schema. It provides authentication and authorisation mechanisms as well as a framework into which other services can be deployed;

“**Customer Equipment**” means hardware, software, cabling and related facilities provided by the Customer and used by the Customer in relation to a to a Voice Service;

“**Freedom Supplied Equipment**” means hardware and other equipment, including Software provided to the Customer by Freedom, as a Voice Service specified on the relevant Active Support Order Form;

“**Equipment**” means both Customer Equipment and Freedom Supplied Equipment as described above;

“**Freedom Representative**” means a representative of Freedom and which includes a representative of Freedom’s suppliers;

“**Instant Messaging**” or “**IM**” means allowing two or more users to exchange real-time text transmission;

“**Order Effective Date**” means the date on which Freedom commences supply of a particular Service and/or Equipment to the Customer;

“**Service**” means the service as set out in this Service Schedule and summarised in section 2;

“**Service Level**” means the service level(s) for the relevant Voice Service as set out in the applicable on the relevant Active Support Order form;

“**SIP**” means Session Initiation Protocol based on RFC3261; and,

“**Site**” means (where applicable) a physical location at which any Equipment shall be located and/or to which a Voice Service shall be provided.

➤ **1. Commencement & Term**

➤ 1.1 This Service Schedule shall commence on the Order Effective Date and shall continue in force for its Minimum Connection Period (as specified on the Active Support Order form) and thereafter from year to year to completion of the Minimum Term of the Customer’s Active Support Contract.

➤ 1.2 The Minimum Connection period shall commence on the Activation Date

➤ **2. Service Description**

➤ 2.1 Freedom shall provide the Customer or the Customer shall purchase business voice Equipment or software, that provides a platform for the Customer to integrate common methods of communication, that is, to Unify their Communications.

➤ **3. Charges**

➤ 3.1 The Customer must pay the Charges for the Service as set out in the relevant Active Support Order Form (or as otherwise agreed).

➤ 3.2 The Charges for Voice Services may be subject to change based on the results of any survey or investigation of the Site carried out by or on behalf of Freedom.

➤ 3.3 Any additional Equipment supplied but not shown on the Equipment & Services List specified in the relevant Active Support Order form will attract additional Charges at the List Price from the date of its supply and will be subject to the terms of this Agreement.

- 3.4 We may vary the Charges in line with the Retail Price Index plus 1% provided that no such variation shall take effect during the Minimum Connection Period.

➤ 4. Solution Design

- 4.1 The Customer shall provide any configuration details requested by Freedom. Where Freedom prepare a technical design specification for the required Service, any request by the Customer for additional work outside the scope of the original technical design specification will incur additional Charges.

➤ 5. Professional Services

- 5.1 If necessary, to supplement standard implementation or support activities, Freedom will provide an agreed number of days of professional services to support or install, deliver and configure the Service. The Customer shall pay for the agreed number of days of professional services stated on the Active Support Order form which shall depend on the options the Customer orders and the levels of integration or complexity identified by Freedom.
- 5.2 Professional Services shall be governed by Service Schedule 8 Professional Services Terms.

➤ 6. Customer Equipment

- 6.1 The Customer shall ensure that any Customer Equipment:
 - a) is technically compatible with the Network and the relevant Voice Service including, without limitation, conforming to any interface specifications and/or routing protocols specified by a Freedom Representative;
 - b) does not harm the Network, Freedom Supplied Equipment or any equipment belonging to an authorised third party;
 - c) is connected to the Network and the relevant Voice Service strictly in accordance with the instructions of a Freedom's Representative; and,
 - d) is used by the Customer strictly in accordance with any Relevant Laws, instructions, safety and security procedures, licences and standards.
- 6.2 If the Customer Equipment does not meet the requirements set out in clause 6.1 of these Voice Services Terms, the Customer must immediately disconnect the Customer Equipment from the Network, Freedom Supplied Equipment and the relevant Voice Service. Freedom may disconnect the Customer Equipment, at the Customer's expense (providing as much prior notice as reasonably possible to the Customer) in the case of emergency or where the disconnection is required by law.
- 6.3 Certain elements of the Voice Services are dependent on the Customer having suitable Customer Equipment available and in the event that the Customer is unable to provide such Customer Equipment, then:
 - a) some of the Voice Services may not function correctly; and,
 - b) Freedom shall have no liability for the Customer's inability to receive those Services.
- 6.4 If the Customer asks Freedom to test the Customer Equipment to make sure that it complies with the relevant standards and any licences applicable to the Customer, the Customer must pay Freedom the applicable Charges set out in the Active Support Order Form.
- 6.5 Unless the Customer has specified an Equipment Support Service on the relevant Active Support Order form, Customer Equipment (even when purchased from Freedom) is not supported by Freedom under this Agreement.
- 6.6 Where the Customer has specified an Equipment Support service on the relevant Active Support Order form, Freedom shall carry out any maintenance, repairs and replacements (including the provision of any necessary materials and spare parts) as shall be necessary as a result of fair wear and tear arising from the proper operation of the Equipment and/or Services as specified in the Equipment & Services List on the relevant Active Support Order form.

➤ 7. Freedom Supplied Equipment

- 7.1 For any Freedom Supplied Equipment supplied under the relevant Active Support Order form:
 - a) risk passes and acceptance takes place at the time of delivery;
 - b) title in the Equipment remains with Freedom;
 - c) Freedom shall carry out any maintenance, repairs and replacements (including the provision of any necessary materials and spare parts) only for Equipment that is specified on the Equipment & Services List on the relevant Active Support Order form, as shall be necessary as a result of fair wear and tear arising from the proper operation of the Equipment and/or Services; and,
 - d) it is the Customer's responsibility to satisfy itself as to the suitability of the equipment for its needs.

➤ 8. Site Preparation, Access and Installation

- 8.1 Where Voice Services are provided to a Site, the supply of the Voice Services and any part of them may be subject to satisfactory results of any survey or other investigation of the Site carried out by a Freedom Representative.
- 8.2 Freedom may in its sole discretion determine that it may not be able to provide the relevant Voice Services to certain Sites and Freedom reserves the right to:
 - a) cancel the element of the Voice Services that cannot be provided and refund any money that the Customer has paid in respect of that element of the Services but continue the provision of the other elements of the Voice Services; or
 - b) cancel all Voice Services ordered by the Customer and refund any money that the Customer has paid less any reasonable costs Freedom has incurred.
- 8.3 If Equipment is to be installed at a Site to enable Freedom to supply the Voice Services, the Customer shall (at its own expense), prior to installation:
 - a) prepare Sites that comply with Freedom's reasonable instructions including, without limitation, provide any openings in buildings;
 - b) provide any electricity and telecommunication connection points reasonably required by Freedom to install the Equipment;
 - c) obtain whatever consents or permissions as may be necessary for Freedom to locate Equipment on and access the Site, including but not limited to permission for any necessary alterations to buildings or premises, permission to cross land or permission to put the Equipment on property;
 - d) following a request from Freedom, permit a Freedom Representative to perform maintenance and installation of Equipment and to carry out its obligations in this Agreement, including access to any utilities and power supplies that a Freedom Representative may reasonably require;
 - e) provide a safe working environment for Freedom's Representative at the Site;
 - f) provide a suitable place and conditions for the Equipment in accordance with the relevant installation standards including providing continuous mains electricity supply and connecting points and/or all necessary trunking, conduits and cable trays; and,
 - g) provide internal cabling between the Equipment and any Customer Equipment, as appropriate.
- 8.4 Freedom's normal working hours for Site visits are 0800-1700 on Working Days. If the Customer requests and Freedom agrees to work outside of these hours, the Customer must pay additional Charges.
- 8.5 Freedom will normally only require access to the Site during the working hours set out in clause 8.4 of these Terms, but may, on reasonable notice, require the Customer to provide access at other times.
- 8.6 The Customer shall notify Freedom immediately if any limitation to reasonable access to the Equipment or Site is likely to occur. Freedom may charge the Customer for any costs or expenses incurred as a result of Freedom Representatives being unable to access the Site at

the agreed time. The Charges may include the payment of Charges for the Services as if they had commenced, irrespective of whether that is the case.

- 8.7 Freedom will not be liable for any breach of this Agreement (including, without limitation, the Service Levels) to the extent that any failure by Freedom to perform its obligations is as a result of Freedom's Representative not being granted access to any Site by the Customer or a failure of the Customer to fulfil its obligations under this Agreement.
- 8.8 Freedom shall have no liability for faults arising in the Equipment or interruption in the provision of Services caused by failures in the power supply.
- 8.9 Freedom Representatives will observe the Customer's reasonable Site regulations as previously notified in writing to Freedom, although Freedom will not be liable for any breach of this Agreement arising out of any conflict between any Site regulations and this Agreement.
- 8.10 Freedom Representatives accessing the Customer's premises will comply with all relevant applicable laws relating to health and safety.
- 8.11 The Customer is responsible for making the Site good after any work undertaken by Freedom or Freedom's Representative at the Site, including putting items back and for redecorating.
- 8.12 This clause 8 shall apply following termination of the Agreement to the extent required for Freedom to disconnect and remove any Equipment from the premises.

➤ 9. Providing the Service by Non-Standard Means

- 9.1 If Freedom would incur unusual or additional costs in providing the Voice Services to a Site, Freedom shall be entitled, on providing written notice to the Customer and with the Customer's agreement, to increase the Charges by the amount of such costs. The Customer may request information specifying the basis for the additional Charges.
- 9.2 Where, in order to meet the Customer's requirements:
 - a) Freedom considers it appropriate to provide the Voice Service, wholly or in part, by non-standard means or at substantially greater expense than Freedom normally incurs, so that the Charges specified on the relevant Active Support Order Form would be inappropriate; or
 - b) at the Customer's request, the Voice Services are provided at greater expense by reason of the type of materials used, the length, or the manner of installation, than Freedom normally incurs, Freedom may determine, in addition to any standard Charges payable, a supplementary Charge in relation to the relevant Order for the Voice Services and Freedom will notify the Customer in writing of any such Charge. Where such Charge is notified to the Customer, the Customer may cancel the relevant Voice Services within 14 days of the written notice. The Customer shall pay Freedom for any work or costs incurred up to the point of cancellation.
- 9.3 A supplementary Charge determined by Freedom in accordance with clauses 9.1 and/or 9.2 of these Voice Services Terms may be in addition to, or instead of, any applicable Charges for the Voice Services as specified on the Active Support Order form.
- 9.4 Where Voice Services are provided by non-standard means, Freedom shall notify the Customer in writing.

➤ 10. Service Levels

- 10.1 Freedom will provide the Voice Services in accordance with the Service Levels set out in the relevant Active Support Order Form, from the applicable Order Effective Date.
- 10.2 The Service Levels set out in the relevant Active Support Order Form apply solely to the Voice Services specified in that Order Form and no any other Services provided under this Agreement.
- 10.3 The Customer acknowledges that only those performance measures produced by Freedom will be used for assessing Freedom's performance against the Service Levels.
- 10.4 Where Freedom requests any information from the Customer, a User or a relevant Third Party associated with the Customer or User, the number of whole or part hours taken for the relevant

Customer, User or Third Party to provide such information to Freedom will be added to the timescales relating to the Service Levels.

- 10.5 Freedom will not be liable for any failure to meet a Service Level if:
 - a) the failure by Freedom is due to the Customer's own network or Customer Equipment or any other network (including but not limited to the Internet) or equipment outside the Network;
 - b) the Customer is in breach of any part of the Agreement that affects Freedom's ability to comply with the Service Level;
 - c) through no fault of its own or because of circumstances beyond its reasonable control, Freedom is unable to carry out any necessary work at, or gain access to the Site or the Customer fails to agree an appointment date or work is aborted;
 - d) the Customer and Freedom agree a different timescale for performance of a Service Level;
 - e) the failure is because reasonable assistance is required by Freedom from the Customer, a User or a relevant Third Party associated with the Customer or User and such assistance is not provided within the required timescale, or if no timescale is specified, such assistance is not provided promptly;
 - f) through no fault of its own, Freedom is unable or is waiting to obtain any necessary parts, permissions or consents required in connection with the performance of a particular Service Level;
 - g) the failure is due to a matter outside of Freedom's reasonable control, including where a fault is caused by the Customer or a Third Party;
 - h) the failure is due to an inaccurate order being submitted by the Customer where such inaccuracy materially contributes to the failure by Freedom;
 - i) the failure is due to any suspension of the Services in accordance with clause 12 (Suspension) of the Active Support Framework Terms; or,
 - j) the failure is caused by the presence of an incompatible product or service.

➤ 11. Fault Response

- 11.1 Freedom shall provide fault response in accordance with the Service Levels specified on the relevant Active Support Order form.
- 11.2 If the Customer reports a fault and Freedom finds that there is no fault or that the fault was caused by the Customer, the Customer must pay Freedom the Charges for any work carried out by or on behalf of Freedom in relation to the Customer's fault report at Freedom's prevailing rates.

➤ 12. Freedom Suppliers

- 12.1 The Customer acknowledges and agrees that Freedom may use other suppliers to supply the Voice Services and/or Freedom Supplied Equipment and carry out Freedom's obligations. The Customer will give all such reasonable assistance and access to such suppliers as if they were employees of Freedom.
- 12.2 The Customer acknowledges and agrees that Freedom may use and share the Customer's details (including those of its Users) with Freedom Suppliers for the purposes of meeting Freedom's obligations under this Agreement. The Customer acknowledges and agrees that Freedom Suppliers may contact the Customer directly.
- 12.3 Freedom may, without prejudice to its other rights hereunder, suspend or terminate a Voice Service if a Freedom Supplier suspends or terminates the provision of services to Freedom and Freedom is unable to find a replacement Supplier. Freedom will provide as much notice as is reasonably possible.

➤ 13. Customer Obligations

- 13.1 The Customer must provide and maintain its own PSTN, SIP, LAN and/or WAN and ensure that the protocols and applications it uses will operate satisfactorily over the connections using the Voice Services.

- 13.2 The Customer will ensure that it has appropriate security policies, including data archiving, in place.
- 13.3 Except as expressly set out in the relevant Active Support Order form, Freedom will not be required to integrate or interface the Voice Services with any of the Customer's services, technologies, products or Customer Equipment.
- 13.4 The Customer shall not use the Voice Services to make, provide, communicate, deliver, knowingly receive, upload, download, use or re-use any material or information which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, indecent, obscene or menacing character, or which does or is intended to cause annoyance, nuisance inconvenience or worry to any person or which in any way causes damage to or disruption to the Voice Services. Failure to comply with this clause 13.4 shall be considered to be a material breach of the Agreement.

➤ 14. Software & Firmware Updates

- 14.1 Freedom shall make available all free of charge Software and Firmware updates from manufacturers that are relevant to the items which are specified on the relevant Active Support Order form. Freedom shall make available any other information relating to those updates as and when it is available from the manufacturer. This will include details on recommended Software versions, new releases and technical tips.
- 14.2 For the avoidance of doubt, any Software or Firmware upgrades supplied by Freedom pursuant to this clause 14 shall be implemented by the Customer itself, or as otherwise agreed in writing.

➤ 15. Manufacturer Support

- 15.1 Manufacturer support is only available when specified on an Active Support Order form.
- 15.2 Manufacturer support shall be governed by the terms on which they have been entered into with the manufacturer which shall comprise the Customer's sole rights and remedies in respect of manufacturer support.
- 15.3 Where Manufacturer Support has been purchased through Freedom, Freedom's accredited engineers will liaise with the manufacturer when necessary.

➤ 16. 3rd Party hardware / software support

- 16.1 At the Customer's expense, Freedom will assist in problem analysis to determine whether or not the technical issue is related to third-party hardware or software, provided that:
 - a) in order to isolate the issue, Freedom reserves the right to request that the third-party hardware or software be removed;
 - b) if Freedom cannot directly identify the root cause or reasonably suspects that the problem is related to third-party hardware or software, Freedom will reach out to third-party vendors who maintain a cooperative support relationship to further troubleshoot the issue;
 - c) Freedom will only engage 3rd party hardware / software support for customers who are using supported configurations. If the customer is utilising an unsupported third-party configuration, Freedom will require the customer to open a support request with the third-party vendor's support organization; and,
 - d) if the root cause is believed to originate from a third-party vendor's product for which Freedom does not maintain a cooperative support relationship, Freedom will require the customer to open a support request with the third-party vendor's support organisation.

➤ 17. Suspension or Termination of a Voice Service

- 17.1 Freedom may terminate the supply of a Voice Service without any liability if the Customer does not agree to vary the Charges in accordance with clause 9.1 of these Terms.
- 17.2 Either party may terminate the relevant Service specified on an Active Support Order governed by these Service Schedule Terms at any time by notice in writing if the other party:
 - a) is in material or persistent breach of any of the terms of this Agreement, by giving written notice specifying the breach and (if capable of remedy) requiring it to be

remedied within 30 days of the date of the notice (“Notice Period”) and, if not remedied on or before the expiry the Notice Period the relevant Service shall end on the expiry of the Notice Period. If the breach is not remediable, termination will take effect immediately; or

b) either party becomes subject to an Insolvency Event.

- 17.3 The Customer may terminate the relevant Service specified on an Active Support Order form governed by these Service Schedule Terms without liability for Termination Charges by giving to us in advance ninety (90) days written notice of termination, to expire at the end of the Minimum Connection Period of the relevant Active Support Order Form or at the end of any following year but not otherwise.
- 17.4 Termination Charges will be payable where a Service specified on an Active Support Order form governed by these Service Schedule Terms is terminated by the Customer without grounds of fault on the part of Freedom before expiry of the Minimum Term. The Customer will be liable to pay Termination Charges as liquidated damages for the amount to cover Freedom’s investment in providing the Services and/or Freedom Supplied Equipment which shall be calculated as follows:

£Annual Charge / 12 X by the number of months remaining in the Minimum Term as at the date of termination

The Customer acknowledges that the Termination Charges represent a genuine pre-estimate of the loss suffered by us due to early termination, having regard to the overall commercial deal between the parties, and that the Termination Charges do not represent a penalty.

➤ 18. Law & Jurisdiction

- 18.1 This Agreement is governed by and construed and interpreted in accordance with English Law and we hereby submit to the exclusive Jurisdiction of the English Courts.

➤ System Support Services

➤ Definitions

“Access Service” means a voice enabled connectivity service.

“Admin User” means the individual authorised by the Customer to be a contact point, and to manage configurable aspects of the Service;

“Call” means a signal, message or communication that is silent, spoken or visual;

“Customer Data” means all data, including all text, sound, image files and software that are provided to Freedom or its licensors by, or on behalf of the Customer through the Customer’s use of the Service.

➤ 1. Commencement & Term

- 1.1 This Service Schedule shall commence on the Order Effective Date and shall continue in force for its Minimum Connection Period (as specified on the Active Support Order form) and thereafter from year to year to completion of the Minimum Term of the Customer’s Active Support Contract.
- 1.2 The Minimum Connection Period shall commence on the Activation Date.

➤ 2. System Support Service

- 2.1 Freedom offer a set of certified, experienced and competent people who can support the Customer’s full telephony solution. The Freedom Service Desk provides a single point of contact for all Incidents, Service Requests, Change Requests and Escalations. Service Requests are captured through Request Fulfilment, and may include for example Requests for Information, Moves, Adds and Changes (MACs) or Professional Service Days (PSDs) such as training or consultancy.

➤ 3. Voice Service

- 3.1 The System Support Service is a “Voice Service” and the Voice Service Terms will apply to this Service.

➤ 4. Customer Obligations

- 4.1 The Customer is responsible for:
 - a) At its own expense, obtaining and correctly maintaining, in accordance with the manufacturer’s instructions, all server, Application and Client Access Licences (“CALs”) needed to access the Service.
 - b) Ensuring, at its own expense that its personal computers (“PCs”), mobile devices, handsets, headsets, webcams or accessories which may be required to access the Service are of sufficient technical specification to meet the requirements for the client application as specified by the Manufacturer. It is the Customer’s responsibility to obtain such devices.
 - c) Ensuring that external Users have the appropriate client(s) installed on their desktop / mobile device(s) to enable the User to access the Service.
 - d) Providing all information reasonably required by Freedom to provide any agreed integration with the Customer’s own applications such as the Customer’s own anti-virus platform. The Customer is responsible for providing and maintaining any such application(s) and for providing access to it as required by Freedom for the duration of the Service.
 - e) Maintaining a copy of the configuration details in its environment which enable the Voice service to be consumed, including Active Directory and group policies, DNS, certificates, User accounts and passwords, and network services, so that these configurations can be reproduced as agreed with Freedom if any of these components fails. A record of these configurations must be made by the Customer or as otherwise agreed with Freedom.
 - f) The creation, maintenance and design of all User information and ensuring that it complies with any applicable legislation relevant to the provision of such User information.
 - g) All configuration and management of access to the Service including configuration of its network, firewall, DNS, routers, personal computers and home access arrangements for its

Users. For the purposes of configuration and management of access to the Service, the Customer is responsible for ensuring that the use of the Service in combination with network and/or voice services is in accordance with the regulatory capabilities of the relevant network and/or voice service provider.

h) Payment of all PSTN, SIP trunking or mobile charges incurred when using the Service.

i) Provide remote access to the customer systems as detailed in the Service Level Agreement

- 4.2 If the Customer requests and Freedom agrees to, weakening of the security settings implemented by Freedom or to use third party security products, the Customer acknowledges and agrees that such weakening of the security settings in order to connect the Service to public IM networks may increase the risk of a security breach and in such circumstances Freedom accepts no liability for any losses that may arise as a result of any such security breach.
- 4.3 The Customer is responsible for ensuring that the environment provided by the Customer to accommodate any equipment used to support the Service is suitable.
- 4.4 The Customer acknowledges and agrees that connectivity is a fundamental part of a Voice Service and that any failures in the provision of connectivity will lead to either impaired or complete failure of the provision of the Voice Service.
- 4.5 Except as permitted by applicable law or as expressly permitted under the Contract, the Customer must not, without Freedom's prior written consent, copy manuals or documentation or permit anyone else to do so.
- 4.6 The Customer is responsible for nominating an Admin User who will:
 - a) be the first point of contact for all Users of the Service;
 - b) deal with day-to-day management of user features and basic administration such as password resets; and,
 - c) be the point of contact for Freedom for Service delivery or operational issues.

The Customer must notify the Freedom Service Desk by email of any change to the Admin User contact details.

Emergency Calls Important

- 4.7 The ability to make 999 or 112 emergency calls and the quality of service cannot be guaranteed.
- 4.8 Emergency calls may fail if there is a failure of the mains power or Access Service (or both) at the Site.
- 4.9 It may not be possible to make 999 or 112 emergency calls if Freedom has suspended or interrupted the Service for any reason.
- 4.10 If an emergency call is made, the location information received by the emergency services will be limited to the billing address of the primary Business PSTN telephone number which may not be the location from which the call originated.
- 4.11 The Customer is responsible for ensuring that PBX extension calls destined for the 999/112 Services have an origin appropriate to the Emergency Services recognised origin's geography.
- 4.12 Wherever possible, alternative arrangements should be made and a primary (fixed PSTN) telephone line maintained.

➤ **5. Service Levels**

- 5.1 Freedom will provide the System Support Voice Service in accordance with the relevant Voice Service Level Agreements, from the applicable Order Effective Date.

➤ **6. Security**

- 6.1 The Customer must keep all PINs and passwords secure and confidential. Freedom strongly recommends passwords are changed from default settings and all passwords and PINs are changed regularly.

- 6.2 The Customer should immediately change any PIN or password if it becomes aware that someone is accessing the system without permission.
- 6.3 The Customer is responsible for the security of the system and Freedom shall bear no liability whatsoever for any fraudulent activity, howsoever caused.

➤ 7. Customer Data

- 7.1 The Customer agrees to secure rights in the Customer Data necessary for Freedom or its licensors to provide the Customer with the Service without breaching the rights of any third party.
- 7.2 The Customer Data shall only be used in the provision of the Service. This may include troubleshooting aimed at preventing, detecting and/or repairing problems affecting the operation of the Service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats (such as malware or spam).
- 7.3 Customer Data will not be disclosed to a third party (excluding Freedom, its licensors or representatives) unless otherwise agreed or required by law.

➤ 8. Law and Jurisdiction

- 8.1 This Agreement is governed by and construed and interpreted in accordance with English Law and we hereby submit to the exclusive Jurisdiction of the English Courts.

➤ Call Recorder / Logger Services

➤ Definitions

“**Call Recorder/Logger**” means the recorder or logging equipment and/or software provided by Freedom to the Customer as stated in the Active Support Order form.

“**FSA Requirements**” means the Financial Services and Market Act 2000, any requirement of direction of The Financial Services Authority (or any successor body) (FSA) and the FSA’s Conduct of Business Sourcebook;

“**Relevant Laws**” means any statute (including without limitation the Data Protection Act 1998 and the Human Rights Act 1998), regulation, ruling or notice in accordance with English Law, or any directive from a regulatory body such as, OFCOM.

➤ 1. Commencement & Term

- 1.1 This Service Schedule shall commence on the Order Effective Date and shall continue in force for its Minimum Connection Period (as specified on the Active Support Order form) and thereafter from year to year to completion of the Minimum Term of the Customer’s Active Support Contract.

➤ 2. Call Recorder/Logger Service

- 2.1 Freedom shall provide the Customer or the Customer shall purchase Call Recorder/ Logger Equipment or software, that provides a platform for the Customer to integrate and /or operate call recording and/or call logging functionality within their communications network.

➤ 3. Voice Service

- 3.1 The Call Recorder/ Logger Service is a “Voice Service” and the Voice Service Terms will apply to this Service.

➤ 4. Customer Obligations

- 4.1 The Customer shall:
 - a) only use Recordings for the purpose for its internal business purposes including complying with the FSA Requirements, internal audits and for call monitoring to improved customer service;
 - b) be responsible for ensuring that its use of Recordings complies with all Relevant Laws;
 - c) use the Recording & Storage Solution in accordance with the applicable user guides and manuals (and Freedom shall have no liability to the Customer in respect of the Customer’s failure to do so);
 - d) not use the Recording & Storage Solution to make, provide, communicate, deliver, knowingly receive, upload, download, use or re-use any material or information which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, indecent, obscene or menacing character, or which does or is intended to cause annoyance, nuisance inconvenience or worry to any person or which in any way causes damage to or disruption to the Recording & Storage Solution;
 - e) not use the Recording & Storage Solution in a manner which constitutes a violation or infringement of the rights of any other person;
 - f) to implement adequate control and security over the use of the Recording & Storage Solution including but not limited to the prevention of viruses, worms, Trojan horses and/ or any calls generated by rogue diallers or hackers;
 - g) not use the Recording & Storage Solution in a way that breaches any Relevant Laws, regulations or any licence applicable to the Customer or that is in any way unlawful or fraudulent; and
 - h) not to send or procure the sending of any unsolicited advertising or promotional material; and
 - i) maintain its Call Recorder / Logger in conformity with any relevant regulatory standards or approvals and Relevant Laws for the item as from time to time applicable.

➤ 5. Service Levels

- 5.1 Freedom will provide the Call Logger/Recorder Services in accordance with the relevant Service Levels as stated on the Active Support Order form, from the applicable Order Effective Date.
- 5.2 The Service Levels set out in a specific Active Support Order Form apply solely to the Call Logger/Recorder Services covered under that Active Support Order form and not any other Services provided for under this Agreement.
- 5.3 The Customer acknowledges that only those performance measures produced by a Freedom's Representative will be used for assessing Freedom's performance against the Service Levels.
- 5.4 Where Freedom requests any information from the Customer, a User or a relevant Third Party associated with the Customer or User, the number of whole or part hours taken for the relevant Customer, User or Third Party to provide such information to Freedom will be added to the timescales relating to the Service Levels.
- 5.5 Freedom will not be liable for any failure to meet a Service Level if:
 - a) the failure by Freedom is due to the Customer's own network or Customer Equipment or any other network (including but not limited to the Internet) or equipment outside the Network;
 - b) the Customer is in breach of any part of the Agreement that affects Freedom's ability to comply with the Service Level;
 - c) through no fault of its own or because of circumstances beyond its reasonable control, Freedom is unable to carry out any necessary work at, or gain access to the Site or the Customer fails to agree an appointment date or work is aborted;
 - d) the Customer and Freedom agree a different timescale for performance of a Service Level;
 - e) the failure is because reasonable assistance is required by Freedom from the Customer, a User or a relevant Third Party associated with the Customer or User and such assistance is not provided within the required timescale, or if no timescale is specified, such assistance is not provided promptly;
 - f) through no fault of its own, Freedom is unable or is waiting to obtain any necessary parts, permissions or consents required in connection with the performance of a particular Service Level;
 - g) the failure is due to a matter outside of Freedom's reasonable control, including where a fault is caused by the Customer or a Third Party;
 - h) the failure is due to an inaccurate order being submitted by the Customer where such inaccuracy materially contributes to the failure by Freedom;
 - i) the failure is due to any suspension of the Services in accordance with clause 12 (Suspension) of the Active Support Framework Terms; or
 - j) the failure is caused by the presence of an incompatible product or service.
- 5.6 Freedom does not warrant or otherwise guarantee that the Recording & Storage Solution will enable the Customer to comply with any Relevant Laws and/or the FSA Requirements.
- 5.7 Freedom hereby disclaims any and all liability to the Customer in respect of any loss or damage suffered by it as a result of the Recording & Storage Solution being unavailable and/or any Recordings not being made or accessible.

➤ 6. Law & Jurisdiction

- 6.1 This Agreement is governed by and construed and interpreted in accordance with English Law and we hereby submit to the exclusive Jurisdiction of the English Courts.

➤ Contact Centre Services

➤ Definitions

“Contact Centre Application” means the equipment and software that constitute the solution

“Designated CPU” means the designated number of servers upon which the Contact Centre Application is installed.

“End User” means the Customer

“EULA” means End User Licence Agreement

“Proprietary Information” means any information provided by Freedom or Freedom’s licensors hereunder which title and ownership belongs Freedom or Freedom’s licensors.

➤ 1. Commencement & Term

- 1.1 This Service Schedule shall commence on the Order Effective Date and shall continue in force for its Minimum Connection Period (as specified on the Active Support Order form) and thereafter from year to year to completion of the Minimum Term of the Customer’s Active Support Contract.

➤ 2. Contact Centre Service

- 2.1 Freedom shall provide the Customer or the Customer shall purchase Contact Centre Equipment or software, that provides a platform for the Customer to integrate and /or operate contact centre functionality within their communications network.

➤ 3. Voice Service

- 3.1 The Contact Centre Service is a “Voice Service” and the Voice Service Terms will apply to this Service.

➤ 4. Licenced Use

- 4.1 The End-User shall be granted a non-exclusive and non-transferable license to use the Contact Centre Application
- 4.2 The End-User may use one copy of the Contact Centre Application (and Documentation), in object form only, on the Designated CPU at its premises as stated in the Active Support Order form.
- 4.3 Use of the Contact Centre Application on hardware other than the Designated CPU, or at different premises, requires the prior written consent of Freedom (which consent will not be unreasonably withheld). Upon such consent being given, the different designated CPU shall become the Designated CPU.
- 4.4 The End-User shall use the Contact Centre Application solely for its internal business purposes.

➤ 5. Restrictions

- 5.1 Each and every Seat requires a License.
- 5.2 The openness of Contact Centre Application, i.e. ability to interconnect with other data bases and software, may alter the technical licensing requirement for Contact Centre Applications, but does not constitute in any way a waiver of Freedom or its licensors legal right to the Contact Centre Application.
- 5.3 The End-User shall not translate or adapt the Contact Centre Application for any purpose nor arrange or create derivative works based on the Contact Centre Application.
- 5.4 The End-User shall not transfer, distribute or supply (whether by rental, sale, license, loan or otherwise) all or any part of the Contact Centre Application to any other person.

- 5.5 The End-User shall not make for any purpose, including (without limitation) for any error correction, any alterations, modifications, additions or enhancements to the Contact Centre Application.
 - 5.6 The End-User shall not, nor permit others, to decompile, reverse engineer or disassemble the Contact Centre Application.
 - 5.7 The End-User shall only be permitted to make the minimum number of copies of the Contact Centre Application necessary for back-up purposes. In all other cases, the End-User shall not make or permit others to make any copies of the Contact Centre Application nor shall it copy, or permit others to copy, the user documentation without the Freedom or its licensors prior written consent.
 - 5.8 The End-User shall effect and maintain adequate security measures to safeguard the Contact Centre Application and user documentation from unauthorised access, use or copying.
 - 5.9 The End-User shall keep accurate and up-to-date written records of the End-User's copying and disclosure of the Contact Centre Application in accordance with good data processing practice and shall allow Freedom, on request, to inspect and take copies of such records from time to time.
- **6. Proprietary Rights**
- 6.1 The End-User shall not acquire any title, copyright or other proprietary rights in the Contact Centre Application or any copies thereof.
 - 6.2 The End-User agrees not to remove, suppress or modify in any way any proprietary marking including any trade mark or copyright notice, on or in the Contact Centre Application, or which are visible during its operation or which are on its carrier medium. The End-User shall incorporate such proprietary markings in any back-up copies of the Contact Centre Application.
 - 6.3 The End-User shall notify Freedom immediately if the End-User becomes aware of any unauthorized access to, use or copying of the Contact Centre Application by any person.
 - 6.4 The End-User agrees that Freedom or it's licensors may directly enforce against the End-User its intellectual property rights in the Contact Centre Application and/or any terms of the license designed to protect such rights, in particular by limiting the rights granted to the End-User.
- **7. Inspection rights**
- 7.1 The End-User will permit the Business Partner to check the use of the Contact Centre Application by the End-User at all reasonable times. The Business Partner may, upon reasonable notice, send a representative to any of the premises of the End-User to verify compliance with terms of its license and the End-User hereby irrevocably consents to the Business Partner entering its premises for this purpose.
- **8. Termination**
- 8.1 On any termination of the EULA for any reason the End-User's authorization to use the Contact Centre Applications shall automatically cease and the End-User undertakes immediately to cease to use the Contact Centre Applications and either return to Freedom or it's licensors the Contact Centre Applications and all copies thereof or, if requested by the Freedom or it's licensors, delete, destroy or otherwise make permanently unusable the Contact Centre Applications and all whole or partial copies of the Contact Centre Applications within the End-User's control or possession.
- **9. Assignment**
- 9.1 The license to be granted to the End-User is personal to the End-User and the End-User may not assign, sub-license, novate or otherwise transfer its rights or obligations under such license.
- **10. Limited Warranty**
- 10.1 Freedom and it's licensors warrant that the Contact Centre Application will perform substantially in accordance with the Contact Centre Application documentation for a period of ninety (90) days from the date of receipt, provided always that failure of the Contact Centre Application has not resulted from accident abuse or misapplication.

- 10.2 Freedom and its licensors disclaim all further conditions, warranties or other terms, whether express or implied including, but not limited to, implied terms as to quality or fitness for a particular purpose, with respect to the Contact Centre Applications (including software and the accompanying written material).
- 10.3 If the Contact Centre Application does not function as set out in Clause 10.1, Freedom and its licensors will perform the following tasks to restore the Contact Centre Applications substantial performance as described in the Service Level Agreement.

➤ **11. No Liability for Consequential Damages.**

- 11.1 In no event shall the Freedom or its licensors be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use of or inability to use the Contact Centre Application even if Freedom or its licensors have been advised of the possibility of such damage.

➤ **12. Law & Jurisdiction**

- 12.1 This Agreement is governed by and construed and interpreted in accordance with English Law and we hereby submit to the exclusive Jurisdiction of the English Courts.

➤ **Document Control**

Amendment History

Version	Date	Author	Amendment
1.0	October 2013	Kevin Kemp	Published
1.1	March 2014	Kevin Kemp	Structural change – common conditions & specialist terms per service
1.2	July 2015	Ali McGregor	Branding update

freedom

End-to-End Unified Communications

For over 26 years, our comprehensive portfolio has supported over 6,000 customer locations, providing one point of presence for all communications needs.



Unified Communications -

the optimisation, integration and management of all communications and supporting infrastructure.



Skype for Business - enterprise grade telephony, presence, instant messaging, audio and video calling, online meetings, and easy sharing and collaboration.



Data Networking - the foundation of communications infrastructure, optimised to support modern working practices such as Voice and Video.



Cloud Services - migrating you seamlessly to 24 x 7 reliability and scalability, ensuring you're always up to date with managed Cloud communications.



Network Services - providing structural connectivity for business communications, from traditional lines and minutes, through to innovative SIP and internet connectivity.



Active Support -

Freedom's ongoing commitment to manage your leading edge business communications, providing world class service and support.

Freedom Partnerships

To complete the unified solution, we work with specialist partners, including;

Microsoft



Gamma

Alcatel-Lucent



aruba
NETWORKS