

Service Schedule 2 – Skype for Business Terms

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unified
communications
means **freedom**

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➤ **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.

➤ **Skype for Business 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;

“Application” means the Microsoft Skype for Business or Microsoft Lync software.

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

“Freedom Supplied Equipment” means hardware and other equipment, including Software provided to the Customer by Freedom, to deliver or use the Service specified on the relevant Active Support Order Form;

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

“Federation” means the enablement of communications across different organisations in a trusted fashion.

“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) as set out in the applicable on the relevant Active Support Order form; and,

“SIP” means Session Initiation Protocol based on RFC3261.

➤ **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 Microsoft’s enterprise-grade ‘Lync’ software, Lync is a platform which provides organisations the ability to unify their communications, that is to integrate common methods of communication, which may include Instant Messaging (IM), voice over IP (VoIP), audio and video conferencing, application and desktop sharing, voice mail and email. It also provides an indication of the status or 'presence' of individuals, thus enabling users a faster, more efficient way of reaching the individuals they need to (the “Application”).

➤ 2.2 The Application shall be installed on equipment at the Customer Site(s) and Freedom shall provide support in accordance with the Service Level Agreement, as set out in relevant Active Support Order form. The Customer may choose to enable only the standard features of the Application, which are set out in section 2.3, or it may add additional features to the Application, which are set out in section 2.4 below.

- 2.3 Standard Service Features - The Application provides the following standard features and functionality:
 - a) Advanced Presence - allowing Users and IT administrators to define and publish presence states on behalf of themselves and others.
 - b) Voice and video - allowing Users to make PC to PC audio / video calls and high definition (HD) video, reduced call time set up and voice and video quality indicators.
 - c) Desktop sharing - allowing Users to share their desktops via the Microsoft Lync Client.
- 2.4 Additional Service Features and Options - Additional features and functionality may be ordered as part of the Service at an additional Charge(s), as follows. Not all features will be available in all locations.
 - a) External access, which enables Users to access the Service via a PC or laptop that is not on the Customer's corporate network, or via a mobile device.
 - b) Enterprise Voice, which enables Users to use the Microsoft Lync client as a soft phone to make calls to and receive calls from PSTN numbers and PBX extensions.
 - c) Integration with Microsoft® Exchange™ Unified Messaging (2007 sp1 or later), which enables the Customer to complement the Freedom Enterprise Lync™ Enterprise Voice experience by integrating it with its own Microsoft® Exchange™ (2007 sp1 or later) Unified Messaging solution.
 - d) On-premises audio and video conferencing, which allows Users to host and attend multiparty audio and video conferences on the Customer's corporate network using the Lync client.
 - e) On-premises web conferencing, which allows Users to host and attend web conferences on the Customer's corporate network and benefit from a range of features including integrated SIP-based audio and video, application sharing and support for media streaming.
 - f) Conferencing, which allows Users to dial into audio conferences using a standard mobile, desk or home phone.
 - g) Federation, which can be provided in two ways, both of which require the Customer to purchase public certificates from a Certificate Authority:
 - Between companies (enterprise to enterprise) and Microsoft Skype Service. The federated organisation or partner must have deployed either Lync Server 2010 or later, Office Communications Server 2007 (Release 1 and 2) or Live Communications Server 2005. Availability of features or functions will be dependent on configuration and client version. Both parties must have Federation configured and have agreed to federate with each other.
 - Between the Customer and Public Instant Messaging networks ("PIC"). The PIC Federation option allows the Customer to federate with users on public IM networks (such as MSN, AOL or Yahoo!). The Customer is responsible for purchasing, from Microsoft, any necessary Microsoft licenses for supporting the PIC Federation.
 - h) Archiving and Monitoring, which enable the Customer to apply Microsoft Lync Archiving and/or Monitoring capabilities to its Service. Archiving archives all IM conversations, while Monitoring provides a solution for archiving call detail records for group conferences and for usage information related to file transfers, audio/video conversations, application sharing, remote assistance, meetings, and conferencing servers in call detail records.
 - i) Resilience options

➤ 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 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 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:
 - j) is technically compatible with the Network and the relevant Service including, without limitation, conforming to any interface specifications and/or routing protocols specified by a Freedom Representative;
 - k) does not harm the Network, Freedom Supplied Equipment or any equipment belonging to an authorised third party;
 - l) is connected to the Network and the relevant Service strictly in accordance with the instructions of a Freedom's Representative; and,
 - m) 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 Terms, the Customer must immediately disconnect the Customer Equipment from the Network, Freedom Supplied Equipment and the relevant 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 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 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 Services are provided to a Site, the supply of the 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 Services to certain Sites and Freedom reserves the right to:
 - a) cancel the element of the 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 Services; or
 - b) cancel all 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 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. Service Levels

- 9.1 Freedom will provide the Services in accordance with the Service Levels set out in the relevant Active Support Order Form, from the applicable Order Effective Date.
- 9.2 The Service Levels set out in the relevant Active Support Order Form apply solely to the Services specified in that Order Form and no any other Services provided under this Agreement.
- 9.3 The Customer acknowledges that only those performance measures produced by Freedom will be used for assessing Freedom's performance against the Service Levels.
- 9.4 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.
- 9.5 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 permissions, consents or parts 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.

➤ 10. Fault Response

- 10.1 Freedom shall provide fault response in accordance with the Service Levels specified on the relevant Active Support Order form.
- 10.2 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.

➤ 11. Freedom Suppliers

- 11.1 The Customer acknowledges and agrees that Freedom may use other suppliers to supply the 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.
- 11.2 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.
- 11.3 Freedom may, without prejudice to its other rights hereunder, suspend or terminate a 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.

➤ 12. Preventative Maintenance

- 12.1 There are no manufacturer recommended preventative maintenance services provided under this Agreement unless otherwise specified on the relevant Active Support Order form.
- 12.2 Should the Customer, from time to time, request functional service checks and/or ad-hoc preventative maintenance checks these will be provided by Freedom as a chargeable service.

➤ 13. Monitoring

- 13.1 There are no monitoring services provided under this agreement unless as otherwise specified on the relevant Active Support Order form.
- 13.2 Freedom offers network monitoring and fault management services that easily integrate into the operation of a Customer's existing data network infrastructure.
- 13.3 In order for a Customer's existing environment to qualify for Freedom's network monitoring and fault management services, the following requirements must be met:
 - a) All Desktop PCs and Notebooks/Laptops and Servers must have all of the latest supported versions of Service Packs and Critical Updates installed.
 - b) All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
 - c) The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Anti-virus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
 - d) The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution.
 - e) The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
 - f) Any Wireless data traffic in the environment must be secured with a minimum of 128bit data encryption.

- g) Costs required to bring the Customer's environment up to these Minimum Standards are not included in the Agreement unless specified on the relevant Active Support Order form.
- h) The Customer shall ensure that all Customer personnel who work on the Freedom's systems or equipment are adequately qualified and receive suitable training.
- i) The Customer shall respond promptly to any requests to provide direction, information, approvals, authorisations or decisions that are reasonably necessary for Freedom to perform the services.

➤ **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**

- 17.1 Freedom may terminate the supply of a 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 of 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.

➤ Document Control

Amendment History

Version	Date	Author	Amendment
1.0	October 2013	Kevin Kemp	Published
1.1	March 2014	Kevin Kemp	Minor Amendments
1.2	July 2015	Ali McGregor	Minor Amendments & 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.



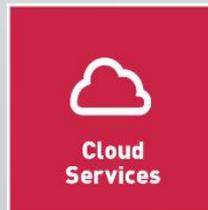
Skype for Business

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



Data Networking

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



Cloud Services

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

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