

# Service Schedule 3 – Data Support Terms & Conditions

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## Contents

- Overriding Provisions ..... 2
- Data Support Terms ..... 2
- Definitions ..... 2
- 1. Commencement & Term..... 2
- 2. Service Description..... 2
- 3. Charges..... 3
- 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. Preventative Maintenance..... 7
- 14. Monitoring ..... 7
- 15. Customer Obligations..... 7
- 16. Software & Firmware Updates..... 8
- 17. Manufacturer Support ..... 8
- 18. 3<sup>rd</sup> Party hardware / software support ..... 8
- 19. Suspension or Termination ..... 8
- 20. Law & Jurisdiction ..... 9
- Document Control..... 9

## ➤ **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.

## ➤ **Data Support Terms**

### ➤ **Definitions**

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

**“Core”** means the core equipment provided for in the technical design specification or as specified on the relevant Active Support Order form;

**“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;

**“Edge”** means the edge equipment provided for in the technical design specification or as specified on the relevant Active Support Order form;

**“Firmware”** means any embedded operated systems within the Core and/or Edge network equipment

**“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;

**“LAN”** means Local Area Network;

**“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,

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

**“Third Party”** means the products or services not delivered or supported by Freedom;

**“User”** means all persons or entities using or having access to the Service through the Customer or the Customer’s network;

**“WAN”** means Wide Area Network; and,

**“WLAN”** means Wireless Local Area Network.

### ➤ **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 data Equipment or software, that provides a platform for the Customer’s LAN, WLAN or WAN. These may include features such as high-availability, resiliency, consistent experience, traffic analysis, management & monitoring and security.

➤ 2.2 The Equipment and/or software shall be installed at the Customer Site(s) and Freedom shall provide support in accordance with the Active Support Order form and relevant Service Level Agreement.

➤ 2.3 Where the Customer has specified a hardware replacement service on the relevant Active Support Order form, Freedom shall carry out free of any extra charge any maintenance, repairs and

replacements (including the provision of any necessary materials and spare parts) as shall be necessary as a result of failures due to fair wear and tear arising from the proper operation of the Equipment and/or Services.

### ➤ 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 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 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 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 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. Providing the Service by Non-Standard Means**
  - 9.1 If Freedom would incur unusual or additional costs in providing the 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 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 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 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 Services Terms may be in addition to, or instead of, any applicable Charges for the Services as specified on the Active Support Order form.
  - 9.4 Where 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. Preventative Maintenance

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

### ➤ 14. Monitoring

- 14.1 There are no monitoring services provided under this agreement unless as otherwise specified on the relevant Active Support Order form.
- 14.2 Freedom offers network monitoring and fault management services that easily integrate into the operation of a Customer's existing data network infrastructure.
- 9.3 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

### ➤ 15. Customer Obligations

- 15.1 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.
- 15.2 The Customer will ensure that it has appropriate security policies, including data archiving, in place.
- 15.3 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.
- 15.4 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.

## ➤ 16. Software & Firmware Updates

- 16.1 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.
- 16.2 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.

## ➤ 17. Manufacturer Support

- 17.1 Manufacturer support is only available when specified on an Active Support Order form.
- 17.2 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.
- 17.3 Where Manufacturer Support has been purchased through Freedom, Freedom's accredited engineers will liaise with the manufacturer when necessary.

## ➤ 18. 3<sup>rd</sup> Party hardware / software support

- 18.1 At the Customers 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.

## ➤ 19. Suspension or Termination

- 19.1 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.
- 19.2 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.
- 19.3 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.

- 19.4 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.

## ➤ 20. Law & Jurisdiction

- 20.1 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 -

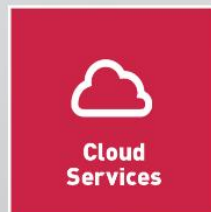
the optimisation, integration and management of all communications and supporting infrastructure.



**Skype for Business** - 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



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NETWORKS