

# Service Schedule 5 – Internet Connectivity Terms

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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.

## ➤ **Internet Connectivity Terms**

### ➤ **Definitions**

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

**“CPE”** means all hardware, software, cabling and related facilities provided by the Customer that is used by the Customer in relation to a Fixed Service;

**“Customer Equipment”** means hardware, software, cabling and related facilities provided by the Customer and used by the Customer in relation to a to a Fixed Service (but excluding Hardware and Equipment as specified on the relevant Active Support Order Form);

**“Internet Connectivity Services”** means those Services identified as a “Internet Connectivity Service” in these Service Schedule Terms;

**“Internet Connectivity Terms”** means this document entitled “Internet Connectivity Terms”;

**“LAN”** means local area network;

**“Equipment”** means hardware and other equipment, including Software, as specified on the relevant Active Support Order Form;

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

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

**“Service Level”** means the service level(s) for the relevant Fixed Service as set out in the applicable Service Schedule;

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

**“Territory”** means the United Kingdom and Ireland; and,

**“WAN”** means wide 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. Availability of Fixed Services**

➤ 2.1 Freedom will provide the Internet Connectivity Services in the Territory.

### ➤ **3. Charges**

➤ 3.1 The Charges for Internet Connectivity Services detailed in the Active Support order Form are available subject to the Customer fulfilling all of its commitments as set out in this Agreement.

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

### ➤ **4. Customer Equipment**

➤ 4.1 The Customer shall ensure that any Customer Equipment:

- a) is technically compatible with the Network and the relevant Internet Connectivity Service including, without limitation, conforming to any interface specifications and/or routing protocols specified by a Freedom Representative;

- b) does not harm the Network, Equipment or any equipment belonging to a 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 legislation, instructions, safety and security procedures, licences and standards.
- 4.2 If the Customer Equipment does not meet the requirements set out in clause 4.1 of these Internet Connectivity Terms, the Customer must immediately disconnect the Customer Equipment from the Network, the Equipment and the Services. 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.
  - 4.3 Certain elements of the Internet Connectivity 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.
  - 4.4 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.

## ➤ 5. Site Preparation, Access and Installation

- 5.1 Where Internet Connectivity Services are provided to a Site, the supply of the Services and any part of them shall be subject to satisfactory results of any survey or other investigation of the Site carried out by or on behalf of Freedom that Freedom deems necessary in relation to the Site prior to the supply of the Services.
- 5.2 Freedom may in its sole discretion determine that it may not be able to provide the relevant Internet Connectivity 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 the Internet Connectivity Services ordered by the Customer and refund any money that the Customer has paid.
- 5.3 If Equipment is to be installed at a Site to enable Freedom to supply the Internet Connectivity Services, the Customer shall (at its own expense):
  - a) prior to installation:
  - b) prepare Sites that comply with Freedom's reasonable instructions including, without limitation, provide any openings in buildings;
  - c) provide any electricity and telecommunication connection points reasonably required by Freedom to install the Equipment; and
  - d) 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;
  - e) following a request from Freedom, permit a Freedom Representative who produces a valid identity card and proof of authorisation from Freedom such access to the Sites as is reasonably necessary for Freedom or Freedom's 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;
  - f) provide a safe working environment for Freedom's Representative at the Site;

- g) 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
  - h) provide internal cabling between the Equipment and any Customer Equipment, as appropriate.
- 5.4 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.
  - 5.5 Freedom will normally only require access to the Site during the working hours set out in clause 5.4 of these Terms, but may, on reasonable notice, require the Customer to provide access at other times.
  - 5.6 The Customer will 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.
  - 5.7 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.
  - 5.8 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, except where such power supply failure is directly caused by Freedom.
  - 5.9 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.
  - 5.10 Freedom Representatives accessing the Customer's premises will comply with all relevant applicable laws relating to health and safety.
  - 5.11 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.
  - 5.12 This clause 5 shall apply following termination of the Agreement to the extent required for Freedom to disconnect and remove any Equipment from the premises.
- **6. Service Levels**
- 6.1 Freedom will provide the Internet Connectivity Services in accordance with the relevant Service Levels, from the applicable Order Effective Date.
  - 6.2 The Service Levels set out in a specific Active Support Order Form apply solely to the Internet Connectivity Services covered under that Order Form and not any other Services provided under this Agreement.
  - 6.3 In the event that a fixed level of compensation is provided for in relation to a failure to meet a Service Level, such fixed level of compensation will be the sole and exclusive remedy available to the Customer and Freedom's sole liability for any failure to meet such Service Level. Where Freedom has provided a Service Level target only and there is no compensation entitlement specified for a failure to meet the Service Level, Freedom will use reasonable endeavours to comply with such Service Levels but such Service Levels are targets only and Freedom has no contractual liability for any failure to meet such Service Levels.
  - 6.4 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.
  - 6.5 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.

- 6.6 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;
  - j) in relation to Fixed Services which require geographic telephone number porting, the failure is due to the application of the geographic number porting process; or
  - k) the failure is caused by the presence of an incompatible product or service.

## ➤ 7. Providing the Service by Non-Standard Means

- 7.1 If Freedom would incur unusual or additional costs in providing the Internet Connectivity 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.
- 7.2 Where, in order to meet the Customer's requirements:
  - a) Freedom considers it appropriate to provide the Internet Connectivity Services, 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 Internet Connectivity 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 Fixed 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 Internet Connectivity Services within 14 days of the written notice.
- 7.3 A supplementary Charge determined by Freedom in accordance with clauses 7.1 and/or 7.2 of these Internet Connectivity Terms may be in addition to, or instead of, any applicable Charges for the Internet Connectivity Services.
- 7.4 Where Internet Connectivity Services are provided by non-standard means, Freedom shall issue a contract change note to the Customer.

## ➤ 8. Fault Response

- 8.1 Unless provided otherwise, Freedom shall provide fault response in accordance with the Service Level Agreement specified on the Active Support Order form.
- 8.2 The Customer can request a faster repair service (“Expedite Repair”). Expedite Repair is a service whereby the Customer can request a quicker response/fix than the default response option on a per occasion basis. Charges will apply for Expedite Repair.
- 8.3 If the Customer reports a fault and Freedom or Freedom’s Representative 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 or Freedom’s Representative prevailing rates.

## ➤ 9. Freedom Suppliers

- 9.1 The Customer acknowledges and agrees that Freedom may use suppliers to supply the Internet Connectivity Services and/or 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.
- 9.2 The Customer acknowledges and agrees that Freedom may use and share the Customer’s details (including those of its Users) with Freedom’s suppliers for the purposes of meeting Freedom’s obligations under this Agreement. The Customer acknowledges and agrees that Freedom’s suppliers may contact the Customer directly.
- 9.3 Freedom may, without prejudice to its other rights hereunder, suspend or terminate a Internet Connectivity 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.

## ➤ 10. Other Customer Obligations

- 10.1 The Customer must provide and maintain its own LAN and/or WAN and ensure that the LAN protocols and applications it uses will operate satisfactorily over the WAN connections using the Internet Connectivity Services.
- 10.2 The Customer will ensure that it has appropriate security policies, including data archiving, in place.
- 10.3 Except as expressly set out in this Agreement, Freedom will not be required to integrate or interface the Internet Connectivity Services with any of the Customer’s services, technologies, products or CPE.

## ➤ 11. Suspension or Termination of a Fixed Service

- 11.1 Freedom may terminate the supply of an Internet Connectivity Service without any liability if the Customer does not agree to vary the Charges in accordance with clause 7.1 of these Internet Connectivity Terms.
- 11.2 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.
- 11.3 The Customer may terminate the relevant Service specified on an Active Support Order governed by these Service Schedule Terms without liability for Termination Charges by giving to Freedom 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.

- 11.4 Termination Charges will be payable where a Service specified on an Active Support Order 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 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 Freedom due to early termination, having regard to the overall commercial deal between the parties, and that the Termination Charges do not represent a penalty.

## ➤ 12. Internet Access

- 12.1 If specified in the Active Support Order form. Freedom will provide the Customer with access to the internet with the bandwidth specified in the Active Support Order form in conjunction with the Service.
- 12.2 The Customer acknowledges and will procure the acknowledgement of Users that Freedom exercises no control and accepts no responsibility for the information, services and content accessible on the Internet. The Customer assumes entire responsibility for the Customer's use and its Users' use of the Service, software and equipment, whether or not provided by Freedom.
- 12.3 The Customer shall be responsible for maintaining the confidentiality of, and shall keep secret and protected from access by third parties (subject to any provision of the same to the Users for which the Customer shall remain wholly responsible), its logins, passwords and other confidential information relating to its use of the Service (the "Access Information"). The Customer shall be responsible for amending and/or updating its Access Information in the event of loss of or notification to unauthorised third parties of the Access Information. Freedom shall have no liability for any action that it may take in response to the provision of correct Access Information.
- 12.4 The Customer shall be solely responsible for the provision of appropriate technical expertise, knowledge and resources sufficient to integrate and configure its LAN systems, applications and interfaces with the Service, the Customer being responsible for such integration and configuration (including configuring all its relevant clients, servers and networking equipment to transmit and receive across the internet) . Freedom does not provide LAN integration as part of the Service, the Service being delivered by means of an outward Customer facing port.

## ➤ 13. Law & Jurisdiction

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

## ➤ **Broadband Terms**

### ➤ **Definitions**

**“Another Service Provider”** means a provider of telecommunications services, other than Freedom within the United Kingdom;

**“Broadband Service”** means the umbrella term for a number of technologies including ADSL, ADSL Max and ADSL2+ services up to 24Mbps;

**“Inbound Migration”** means the process whereby a Broadband Service can be migrated from another service provider to Freedom without having to cease the existing DSL service; and

**“Outbound Migration”** means the process whereby a Broadband Service can be migrated from Freedom to another service provider without having to cease the existing DSL 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. Landline Service**

➤ 2.1 The Broadband Service provides high speed network access and Wi-Fi access in the UK to the internet, together with a range of internet services (some of which may be provided subject to their own terms and conditions), help desk services and applications.

➤ 2.2 For any 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 passes to the Customer on payment of the Charges as detailed in the relevant Active Support Order form, at which point the equipment becomes Customer Equipment, however, title in any equipment supplied without charge remains with Freedom; and,
- c) it is the Customer’s responsibility to satisfy itself as to the suitability of the equipment for its needs.

➤ 2.3 If the Customer does not wish to use Freedom provided equipment with the Service, the Customer can connect its own equipment once Freedom has proved the Service to be working. The Customer is responsible for ensuring that its equipment is compatible with the Service.

➤ 2.4 The Customer acknowledges and agrees that the following technical pre-requisites shall apply, including in particular the line requirements: a standard copper BT analogue single telephone line; an ADSL enabled exchange; successful completion of telephone line test and survey for ADSL suitability, and technical compatibility with ADSL requirements; (if applicable) appropriate installation of suitable equipment needed for the use of the Service. Freedom accept no responsibility if the Service cannot be accessed or used (temporarily or otherwise) as a result of inappropriate or defective equipment provided by the Customer.

➤ 2.5 Registration of any domain name will be subject to the naming authority terms and conditions.

### ➤ **3. Internet Connectivity Service**

➤ 3.1 The Broadband Service is an Internet Connectivity Service and the Internet Connectivity Terms will apply to this Service.

### ➤ **4. Service Regrades**

➤ 4.1 The Customer may request Freedom to provide Upgraded Services by submitting an Active Support Order form. For the avoidance of doubt an Order so placed by the Customer will constitute an offer to acquire the Upgraded Services specified in the Order form. The Customer may submit such request at any time during the Minimum Connection Period or at any time thereafter. The

Upgraded Services shall be subject to a new Minimum Connection Period commencing on the Order Effective Date for the Upgraded Services.

- 4.2 The Customer may only request Freedom to provide Downgraded Services on expiry of the Minimum Connection Period of the relevant Services by submitting an Active Support Order form. For the avoidance of doubt an Order so placed by the Customer will constitute an offer to acquire the Downgraded Services specified in the Order for a new Minimum Connection Period commencing on expiry of the existing Minimum Connection Period or at any time thereafter as specified in the Order.

## ➤ 5. Static IP Addresses

- 5.1 If the Customer chooses to opt for Static IP or a range of Static IP addresses provided by Freedom:
  - a) an administrative charge may be applied to the Customer's account if it downgrades its IP status leading to a decrease in the rental charge;
  - b) Freedom is not responsible under this Agreement for providing any technical or other support to the Customer's Local Area Network;
  - c) the IP addresses that are allocated to the Customer are for use in connection only with the Service and the Customer will not gain any ownership rights in those IP addresses. The Customer must not sell them or agree to transfer them to anyone else or try to do so; and,
  - d) if the Agreement is terminated for any reason the IP addresses will revert to Freedom.

## ➤ 6. Termination of a Broadband Service

- 6.1 Where Freedom receives a valid order including MAC Code which relates to the line on which the Broadband Service is provided from another telecommunications provider:
  - a) the Customer will be deemed to have provided notice of termination of a Broadband Service in accordance with clause 11.3 of the Internet Connectivity Terms with the exception that the 90 days' notice set out in clause 11.3 of the Internet Connectivity Terms may not apply;
  - b) Freedom will terminate the Broadband Service in accordance with the standard industry practices; and,
  - c) the Customer shall pay Freedom any Termination Charges due pursuant to clause 11.4 of the Internet Connectivity Terms

## ➤ 7. Service Level Targets

### **New installation**

- 7.1 Freedom will aim to install new Broadband Services in accordance with the target Service Levels set out in the relevant Service Level Agreement.

### **Inbound Migration**

- 7.2 Freedom will provision Inbound Migration orders on a date agreed by both parties. Any date or period for connection of the Service specified by Freedom shall be an estimate only.
- 7.3 If the Customer orders a Service with a speed their line cannot support, the migration order will fail and the Customer will need to re-order a Service with a lower speed and supply Freedom with a new MAC code from the incumbent service provider.

### **Fault Response**

- 7.4 Freedom agrees to use reasonable efforts to remedy any reported operational faults in relation to the Service as soon as reasonably possible, but cannot guarantee to maintain uninterrupted availability of the Service.

- 7.5 Enhanced care packages are available on some Broadband Services. Enhanced Care operates 24 hours a day, 7 days a week including UK Bank Holidays and Public Holidays with commitment to clear any reported fault within 20 hours.

## ➤ **8. Law & Jurisdiction**

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

## ➤ Fibre Terms

### ➤ Definitions

**“Another Service Provider”** means a provider of telecommunications services, other than Freedom within the United Kingdom;

**“Fibre Service”** means the umbrella term for a number of technologies including FTTC and FTTP that provide a superfast broadband connection over Fibre Optic Cable.

**“Inbound Migration”** means the process whereby a Fibre Service can be migrated from another service provider to Freedom without having to cease the existing Fibre service; and

**“Outbound Migration”** means the process whereby a Fibre Service can be migrated from Freedom to another service provider without having to cease the existing Fibre 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. The Fibre Service

➤ 2.1 The Fibre Service provides high speed network access and Wi-Fi access in the UK to the internet, together with a range of internet services (some of which may be provided subject to their own terms and conditions), help desk services and applications.

➤ 2.2 For any 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 passes to the Customer on payment of the Charges as detailed in the relevant Active Support Order form, at which point the equipment becomes Customer Equipment, however, title in any equipment supplied without charge remains with Freedom; and
- c) it is the Customer’s responsibility to satisfy itself as to the suitability of the equipment for its needs.

➤ 2.3 If the Customer does not wish to use Freedom provided equipment with the Service, the Customer can connect its own equipment once Freedom has proved the Service to be working. The Customer is responsible for ensuring that its equipment is compatible with the Service.

➤ 2.4 The Customer acknowledges and agrees that the following technical pre-requisites shall apply, including in particular the line requirements: a standard copper BT analogue single telephone line or Fibre optic cable to the premise; an Fibre enabled exchange; successful completion of telephone line test and survey for Fibre suitability, and technical compatibility with Fibre requirements; (if applicable) appropriate installation of suitable equipment needed for the use of the Service. Freedom accept no responsibility if the Service cannot be accessed or used (temporarily or otherwise) as a result of inappropriate or defective equipment provided by the Customer.

➤ 2.5 Registration of any domain name will be subject to the naming authority terms and conditions.

### ➤ 3. Internet Connectivity Service

➤ 3.1 The Fibre Service is an Internet Connectivity Service and the Internet Connectivity Terms will apply to this Service.

### ➤ 4. Service Regrades

➤ 4.1 The Customer may request Freedom to provide Upgraded Services by submitting an Active Support Order form. For the avoidance of doubt an Order so placed by the Customer will constitute an offer to acquire the Upgraded Services specified in the Order form. The Customer may submit such request at any time during the Minimum Connection Period or at any time thereafter. The

Upgraded Services shall be subject to a new Minimum Connection Period commencing on the Order Effective Date for the Upgraded Services.

- 4.2 The Customer may only request Freedom to provide Downgraded Services on expiry of the Minimum Connection Period of the relevant Services by submitting an Active Support Order form. For the avoidance of doubt an Order so placed by the Customer will constitute an offer to acquire the Downgraded Services specified in the Order for a new Minimum Connection Period commencing on expiry of the existing Minimum Connection Period or at any time thereafter as specified in the Order.

## ➤ 5. Static IP Addresses

- 5.1 If the Customer chooses to opt for Static IP or a range of Static IP addresses provided by Freedom:
  - e) an administrative charge may be applied to the Customer's account if it downgrades its IP status leading to a decrease in the rental charge;
  - f) Freedom is not responsible under this Agreement for providing any technical or other support to the Customer's Local Area Network;
  - g) the IP addresses that are allocated to the Customer are for use in connection only with the Service and the Customer will not gain any ownership rights in those IP addresses. The Customer must not sell them or agree to transfer them to anyone else or try to do so; and,
  - h) if the Agreement is terminated for any reason the IP addresses will revert to Freedom.

## ➤ 6. Termination of a Broadband Service

- 6.1 Where Freedom receives a valid order including MAC Code which relates to the line on which the Fibre Service is provided from another telecommunications provider:
  - d) the Customer will be deemed to have provided notice of termination of a Fibre Service in accordance with clause 11.3 of the Internet Connectivity Terms with the exception that the 90 days' notice set out in clause 11.3 of the Internet Connectivity Terms may not apply;
  - e) Freedom will terminate the Fibre Service in accordance with the standard industry practices; and,
  - f) the Customer shall pay Freedom any Termination Charges due pursuant to clause 11.4 of the Internet Connectivity Terms

## ➤ 7. Service Level Targets

### **New installation**

- 7.1 Freedom will aim to install new Fibre Services in accordance with the target Service Levels set out in the relevant Service Level Agreement.

### **Inbound Migration**

- 7.2 Freedom will provision Inbound Migration orders on a date agreed by both parties. Any date or period for connection of the Service specified by Freedom shall be an estimate only.
- 7.3 If the Customer orders a Service with a speed their line cannot support, the migration order will fail and the Customer will need to re-order a Service with a lower speed and supply Freedom with a new MAC code from the incumbent service provider.

### **Fault Response**

- 7.4 Freedom agrees to use reasonable efforts to remedy any reported operational faults in relation to the Service as soon as reasonably possible, but cannot guarantee to maintain uninterrupted availability of the Service.
- 7.5 Enhanced care packages are available on some Fibre Services. Enhanced Care operates 24 hours a day, 7 days a week including UK Bank Holidays and Public Holidays with commitment to clear any reported fault within 20 hours.

## ➤ 8. Law & Jurisdiction

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

## ➤ Leased Lines & MPLS Terms

### ➤ Definitions

**"Access"** means a copper or fibre optic internet and/or data connection which is provided via a dedicated link and used exclusively by The Customer for the purposes of data transmission;

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

**"Assurance Backup"** means a secondary connection which facilitates the remote management and monitoring of the CPE and which can be used as a limited failover service in the event of a failure of the Leased Line Service;

**"Broadband"** means internet access using ADSL Max and/or ADSL2 technology and/or such other technology as is available from time to time and offered by Freedom to its customers;

**"Active Support Order Form"** means the order form for the supply by Freedom of the Equipment and/or Services which has been completed by, or in accordance with an order from, the Customer;

**"CPE (Customer Premise Equipment)"** means the equipment located at the Customer's premises and which is connected with Freedom's leased line, Ethernet or private line circuit/service;

**"EFM"** means Ethernet in the First Mile which is an internet connection provided over copper;

**"Ethernet"** means the technology used to deliver a Leased Line;

**"Leased Line"** means a copper or fibre optic internet and/or data connection provided and managed in such a way so as to provide guarantees about data throughput and performance;

"Leased Line Service(s)" or "Service" means the provision of one of the following Leased Lines (i) Access, (ii) Ethernet, (iii) Private Line Service, (iv) EFM or (v) NGA Ethernet as specified on the Active Support Order Form;

**"Installation Service"** means the onsite installation service offered by Freedom as specified on the Active Support Order Form and in accordance with the provisions of clause 11;

**"Minimum Cancellation Notice Period"** means 30 days (to expire on or after the Minimum Service Period), unless otherwise stated in the Active Support Order Form;

**"Minimum Connection Period"** means the greater of 24 months or the period set out in the Active Support Order Form;

**"MPLS Network"** means a combination of Leased Line, Broadband and/or Fibre services which gives the Customer their own private network to run the Customers voice, video and data on a single infrastructure.

**"NGA Ethernet"** means an internet connection provided using the technologies of FTTC (or FTTP where available) circuits to deliver business grade Ethernet services;

**"Premium Bandwidth Type"** means a high speed internet connection that allows customers to peak to maximum purchased speed under all operating conditions and at all times;

**"Private Line Circuit"** or "Private Line Service" means a point to point connection which enables data to be transferred between two business premises;

**"Rental Agreement"** means any rental agreement entered into between Freedom and the Customer for the rent by the Customer of the Equipment (where specified in the Active Support Order Form);

**"Service Level Agreement"** or "SLA" means the service level agreement for the Leased Line and/or MPLS Network Service that describes the service levels to be met by Freedom together with the remedies available to the Customer for failure to meet such service levels;

**"Standard Bandwidth Type"** means where the service is contended at a 5:1 ratio, with a guaranteed customer data rate (CDR) of 20% of the maximum, bursting up to the maximum when network capacity permits. Standard traffic above the CDR will be carried at risk of discard under congestion. For example a 100/100Mb service will provide 20Mbps guaranteed at all times and burst up to 100Mbps when bandwidth is available;

**"Telecommunications Circuit"** means a circuit that allows that transmission of TCP/IP data; and,

**"Terminating Device"** means a router that is used to terminate the Circuit and present connectivity through a single Fast/ Gig Ethernet port to the customers network (normally via a firewall).

### ➤ 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. The Services

- 2.1 Freedom shall provide the Leased Line and/or MPLS Network Service at the data transfer speed stated on the Active Support Order Form, subject to the terms of this Agreement.
- 2.2 As part of the Leased Line and/or MPLS Network Service, Freedom agrees to supply and the Customer agrees to purchase (or rent, where the Active Support Order Form specifies a Rental Agreement) the Equipment (if any) specified in the Active Support Order Form.
- 2.3 The Customer agrees to install the Equipment on (or prior to) the Activation Date. The SLA relating to the Leased Line and/or MPLS Network Service shall not come into effect and Freedom shall have no liability for any failure to deliver the Service under these Terms and Conditions or any SLA relating to the Service until the Equipment has been installed and connected to the Telecommunications Circuit by the Customer. Freedom reserves the right to recover from the Customer any charges incurred in providing onsite assistance.
- 2.4 Freedom will configure and deliver to the Customers Site the Equipment to be connected by the Customer to the Telecommunications Circuit
- 2.5 Whilst Freedom will use reasonable endeavours to provide the Services and/or Equipment to the Customer within timescales specified by Freedom or agreed with or requested by the Customer, Freedom will not be liable to the Customer for any delay in providing or failure to provide the Services and/or Equipment within such timescales.
- 2.6 Freedom shall not be obliged to provide the Leased Line and/or MPLS Network to the Customer unless and until Freedom have received written confirmation, or (if requested at Freedom's discretion) evidence that all installation work at the Customer's premises is complete.
- 2.7 Freedom shall allocate a range of Internet Protocol (IP) addresses for the Customers use for machines on the Customer's network for the duration of this Agreement. It will be the Customers responsibility to connect the Equipment to, and to configure the machines on, the Customer's own network.
- 2.8 Freedom will send the Customer, via e-mail on request, online usage statistical reports detailing the bandwidth used on the Telecommunications Circuit by the Customer and will use reasonable endeavours as specified in accordance with the Active Support Order Form.
- 2.9 The Leased Line & MPLS Network Services are "Internet Connectivity Services" and the Internet Connectivity Terms will apply to these services.

## ➤ 3. Re-grades & Shifts

- 3.1 The bandwidth of an individual Leased Line circuit (a "Circuit") cannot be downgraded to a bandwidth which is below the Circuit bandwidth that was initially provisioned for that particular Circuit. Circuit bandwidths can be upgraded at any time during the Agreement, subject to the payment of revised Charges as notified to the Customer by Freedom from time to time. For the avoidance of doubt, the Site Access bandwidth of an EFM Circuit cannot be downgraded at any time.
- 3.2 Once a Circuit's bandwidth is re-graded, the new Circuit bandwidth will be subject to a minimum connection period ("Minimum Connection Period") of one (1) month and any revised Charges will apply for that Circuit from the date upon which it is re-graded. For example, where a Circuit bandwidth is re-graded from 4Mb to 6Mb, the Minimum Connection Period at 6Mb is one (1) month; thereafter the Circuit's bandwidth may be re-graded either up or down, provided that the re-graded bandwidth is no lower than the original order of 4Mb.
- 3.3 Site Access bandwidths can be upgraded. Where the existing Site Access bandwidth is within the Minimum Connection Period, upgrades will be permitted providing that new Charges and a new Minimum Connection Period will apply for the upgrade. The new Minimum Connection Period will have a duration of at least twenty four (24) months or until the end of the original Minimum Connection Period, whichever is the longer. Where a new Minimum Connection Period is agreed in respect of any upgrade, this will supersede the existing terms in relation to the applicable Active Support Order Form governing the Site Access bandwidths. For the avoidance of doubt, Site Access bandwidth for EFM Circuits can be upgraded, subject to the addition of extra copper pairs.

- 3.4 If an external shift is possible, where the existing Site Access is within its existing Minimum Connection Period, an external shift will be permitted provided that a new Minimum Connection Period is agreed with a duration of at least twenty four (24) months or until the end of the existing Minimum Connection Period, whichever is the later. Where a new Minimum Connection Period is agreed in respect of any upgrade, this will supersede the existing terms in relation to the applicable Active Support Order Form governing the Site Access bandwidths. If a shift is not possible, a new Site Access will need to be ordered into the new Site.

#### ➤ 4. Service Period

- 4.1 Unless otherwise terminated or suspended in accordance with this Agreement the following Leased Lines Services shall be provided for the Minimum Connection Period from the date of activation:
  - a) Access;
  - b) Internet;
  - c) Private Line
  - d) EFM;
  - e) NCA Ethernet; and,
  - f) such other leased line services as may be identified by Freedom from time to time.
- 4.2 On expiry of the Minimum Connection Period, the Services will, unless terminated on or before the date of such expiry, automatically renew until terminated pursuant to this Agreement or until a new contract term is agreed between Freedom and the Customer, whichever is the latter.

#### ➤ 5. Provision of Service

- 5.1 Freedom may be required to carry out additional construction work prior to or during installation of a Telecommunication Circuit (for example because fibre or copper is not present, or buildings entries are required and/or additional equipment is needed). The Customer may be subject to additional charges for such work as per Clause 7.1 below.
- 5.2 Freedom may monitor the Leased Line and/or MPLS Network Service 24 hours a day, 7 days a week, 365 days a year. Relevant details of this activity are set out in the applicable Service Level Agreement.

#### ➤ 6. Assurance Backup

- 6.1 A suitable secondary connection must be present at the Premises prior to the Leased Line Service being Activated.
- 6.2 In the event that the Customer is unable to provide Freedom with details of a suitable pre-existing secondary connection when an order is placed with Freedom, Freedom will place an order for Assurance Backup at the same time Freedom places the Customers order for Leased Line Services.
- 6.3 For the purposes of this clause, a "suitable secondary connection" means:
  - a) an available Broadband service is already in existence at the Customer's premises; or
  - b) the number of an available PSTN line on which we can install Assurance Backup service at the Customer's premises; or
  - c) such other secondary connection as may be agreed by Freedom from time to time.
- 6.4 For the avoidance of doubt, where the Customer has purchased a Private Line Service, the requirement to have a suitable secondary connection applies to both ends of the Private Line Circuit.
- 6.5 In the event that the Customer does not have a suitable secondary connection or Assurance Backup in place and operational either at the time of Activation of the Leased Line Service or at any time during the term of this Agreement:
  - a) the Service Level Agreement shall cease to apply in relation to the Leased Line Service;

- b) any claim for Service Credits under the Service Level Agreement shall be invalid; and
  - c) Freedom shall have no liability for any failure to deliver the Service under the Service Level Agreement and Freedom's responsibilities shall be limited to using reasonable endeavours to provide the Leased Line Service to the Customer.
- 6.6 Assurance Backup shall be provided for the purposes of failover of the Leased Line Services only and the Customer is not permitted to make use of the Assurance Backup as a primary circuit or for any other purpose. For the avoidance of doubt, Assurance Backup is not intended to provide an equivalent service to the Leased Line Service.

## ➤ 7. Installation of Assurance Backup

- 7.1 For the purposes of this clause, the Network Termination Point (or "NTP") means the end point of the network cable located either at:
  - a) the point at which the network cable arrives on the exterior of the Premises (but no higher than 1.5 m above ground level); or
  - b) within 3m of the entry of the network cable into the Premises, or the first reasonably available point on the network cable up to a maximum duration of one hour's work from the time the engineer commences work on arrival at the Premises (provided that the one hour's work will only be undertaken to the extent necessary for engineering or safety reasons).
- 7.2 The one hours work on site referred to in clause 7.1b relates only to the wiring at the Premises, not any work carried out off site.
- 7.3 The Network Termination Point will be a single or multi-line internal NTE.
- 7.4 The internal NTE will be located on a wall within 3m of the entry point into the Premises as measured horizontally along the entry wall or any adjacent wall. Wiring will be surface run along skirting boards. For avoidance of doubt, the 3m will not cover service to a point 3m radially from entry.
- 7.5 Subject always to the restrictions set out in this clause 7, the engineer will fit the NTP as close as possible to where the Customer requires it to be sited. If this is not sufficient for the Customer's needs, the Customer has the option to request a further visit from an engineer, to fit extension wiring (at additional cost to the Customer) or the Customer may make their own arrangements with another supplier or use wireless technology.
- 7.6 The Customer will be responsible for any internal wiring beyond the NTP.

## ➤ 8. Conditions of Use

- 8.1 The Customer agrees that they will be responsible for all use of the Leased Line and/or MPLS Network Services and (unless, Freedom have agreed to supply it as part of the Equipment) for providing anything necessary for the Customer to use the Leased Line and/or MPLS Network Services and which is in addition to any Equipment or service provided by Freedom pursuant to this Agreement.
- 8.2 Broadband Backup speeds are not guaranteed and are subject to availability, according to BT's advertised coverage of exchanges in the UK. Where Broadband is not available, a recommended alternative will be provided.
- 8.3 With regard to service monitoring of Private Line circuits, the PSTN line for service monitoring is subject to availability, according to BT's advertised coverage of exchanges in the UK. Where service monitoring is not available, a recommended alternative will be provided.
- 8.4 The Customer agrees that Freedom may, from time to time, suspend and/or change the Customers passwords (at Freedom's discretion if Freedom reasonably believe that such a step is in the interests of security).

- 8.5 Any managed hardware, and/or routers, which the Customer purchase from Freedom, will be tested by Freedom and configured to meet the Customers basic network and Internet specifications. In the event that the Customer wish to make alterations to configuration of such Equipment, the Customer agrees to contact Freedom to request such changes. Upon confirmation of authorisation, Freedom will make such changes.
- 8.6 Any fault with the Services and/or the Equipment, which the Customer detects must be reported to Freedom as soon as possible.

## ➤ 9. Charges

- 9.1 The Charges for the Services detailed in the Active Support Order Form are available subject to the Customer fulfilling all of its commitments as set out in this Agreement.
- 9.2 The Customer agrees to pay for any and all charges in relation to any additional work for installation of; (a) an Access Circuit, (b) an Ethernet Circuit, (c) an EFM Circuit (d) NGA Ethernet or (e) the Assurance Backup. However, prior to incurring such costs, the Customer will be presented with a revised quotation and given the option to proceed or not with the installation work. If the Customer elects not to proceed with the installation of an individual circuit pursuant to this paragraph no costs will be incurred by the Customer in relation to that individual circuit, however, such cancellation shall not cancel any other circuits that the Customer has ordered from Freedom, or discharge the Customers obligation to pay the Charges for such circuits, whether or not such orders have been fulfilled.
- 9.3 The Customers Service may also be subject to additional charges. These charges are listed below, but the Customer will be notified of the exact amount of the charge in the event that such a charge becomes payable. All additional charges are payable in advance.
- 9.4 Abortive Visit Charges - Freedom reserve the right to raise an 'Abortive Visit Charge' if an appointment is agreed for work at the Customer's Premises and the engineer arrives within the appointment slot but is unable to carry out the work at, or gain access to, the Customer's premises. This may be because entry to the premises is refused or no access can be gained or where the person who placed the order or their representative is not available to provide detailed work instruction (i.e. socket location).
- 9.5 An Abortive Visit Charge will also be imposed when:
  - a) order cancellation charges are not applicable but appointments are cancelled or delayed after the contractual cancellation window; or
  - b) a suitable escort is not available – Freedoms Representatives' Engineers cannot enter premises unescorted or with a person under the age of 18.
- 9.6 Excess Construction Charges - Freedom may be required to carry out additional construction work prior to or during installation of the Customers Service (for example, additional infrastructure may be needed to provide a new or an extended service at the Customer's Premises). Excess Construction Charges will be due and payable in addition to Freedoms standard connection charges.
- 9.7 When Excess Construction is required, a survey will be carried out and charges will be individually assessed. These charges are in addition to the standard connection charges which apply for the Customers Service.
- 9.8 The Customer agrees to pay for any and all charges in relation to any additional work for installation of the Service including the cost of any additional equipment. However, prior to incurring such costs, the Customer will be presented with a revised quotation and given the option to proceed or not with the installation work. If the Customer elects not to proceed with the installation of an individual Service pursuant to this paragraph no costs will be incurred by the Customer in relation to that individual Service, however, such cancellation shall not cancel any other Services that the Customer has ordered from Freedom, or discharge the Customer from its obligation to pay the Charges for such Services, whether or not such orders have been fulfilled.

## ➤ 10. Termination of a Leased Line and/or MPLS Service

### **Provision new installation**

- 10.1 Where Freedom receives a valid order including Outbound Migration details which relates to the lines on which the Leased Line and/or MPLS Network Service is provided from another telecommunications provider:
  - a) the Customer will be deemed to have provided notice of termination of a Leased Line and /or MPLS Network Service in accordance with clause 11.3 of the Internet Connectivity Terms with the exception that the 90 days' notice set out in clause 11.3 of the Internet Connectivity Terms may not apply;
  - b) Freedom will terminate the Leased Line and/or MPLS Network Service in accordance with the standard industry practices; and,
  - c) the Customer shall pay Freedom any Termination Charges due pursuant to clause 11.4 of the Internet Connectivity Terms

### **➤ 11. Installation service**

- 11.1 The following terms shall apply where the Customer has opted for Freedom's Installation Service.
- 11.2 An engineer will visit the Customer's premises to connect the CPE to the Leased Line Circuit. Freedom shall use reasonable endeavours to ensure that the Leased Line circuit is in a working state prior to leaving the Customer's premises, however, in the event that Freedom are able to connect the CPE but are unable to sign off the Circuit due to a carrier fault, Freedom will contact the Customer once the fault has been resolved to confirm whether or not the Circuit is operational. The Customer will not be liable for the Charges until the Circuit is confirmed as operational.
- 11.3 Freedom will perform the following router installation tasks, unless otherwise agreed between Freedom and the Customer. For the avoidance of doubt, the Access router(s) will, by default be configured to act as a Terminating Device only. Any specific routing policies e.g. Access Control Lists, must be raised at the design stage or during the completion of the scope of works, otherwise, any changes may necessitate a re-design and delay the installation due to testing and bespoke development. The installation tasks will include:
  - a) the installation and configuration of the proposed router appliance(s);
  - b) configuration of the router by default to act as a terminating device to the Leased Line;
  - c) any bespoke requests will be accepted on a project by project basis;
  - d) the backup and storage of a copy of the OS configuration at the time of installation sign off;
  - e) the performance of operational and performance tests;
  - f) reporting portal access and authentication tests – office set up;
  - g) establishment of management, monitoring and reporting communications;
  - h) where appropriate, the setup of additional resilience i.e. high availability if ordered and if possible test failover;
  - i) any bespoke technical development required to verify a given configuration before implementation; and,
  - j) Freedom will provide and connect any firewall to the Freedom supplied Network Terminating Device only when specified on the relevant Active Support Order form.
- 11.4 Before any work is undertaken pre-installation checks must be completed to avoid any unnecessary delay or costs. Freedom reserves the right to charge for additional visits due to the installation not being completed as a direct result of either the Scope of Works pre-requisites not being met and/or any pre configuration forms not being completed correctly or on time. The pre installation checks shall be undertaken by the Customer at least 5 days in advance of the Installation Services being performed. Assistance can be arranged to be provided by a qualified engineer as specified in the relevant Active Support Order form or as agreed between the parties.

- 11.5 For the avoidance of doubt, the Installation Services cannot take place until Freedom receive a signed copy of the Scope of Works and confirmation that the following pre- requisites have been met:
  - a) a 240V power socket is required for each individual router as well as any resilience units i.e. High Availability pairs;
  - b) Freedom will require either an UTP/RJ45 connection to connect the router to the Customers network. Freedom will supply X-cover cables where necessary (router to firewall);
  - c) the router can only be connected to a UTP based network; it may be necessary to supply an additional 4-port UTP/BNC hub (charged separately). If a hub is required an additional 240V power socket will be required;
  - d) the network connection should preferably be within 2 metres of the proposed installation of the Access router however a maximum of 10m can be accepted;
  - e) a free local TCP/IP address is required for both the Router and any subsequent appliances;
  - f) an indication of any other devices, firewalls, switches, servers etc. that may cause communication issues between the router and the network must be clearly identified and a network diagram provided where possible;
  - g) all security, access and change control processes to be actioned prior to the visit; and,
  - h) named contact with suitable access rights is to be provided by the Customer to Freedom.
- 11.6 The Charges for the Installation Service are subject to the following assumptions:
  - a) the site at which the Installation Service will be performed has no redundant hardware onsite to decommission, remove from site and/or dispose of;
  - b) the site at which the Installation Service will be performed is within mainland UK in a major town or city and with no impediment to road travel;
  - c) the Installation Service shall take a maximum of 2 hours (commencing from the time of the scheduled appointment, regardless of the time that the engineer actually commences the installation); and
  - d) that the Installation Service shall be performed between the hours of 09:00 to 17:00, Monday to Friday excluding public holidays
- 11.7 Where the assumptions set out at clause 11.6 above are not met, Freedom reserve the right to increase the Charges payable for the Installation Services.
- 11.8 Upon completion of the Installation Services a Signoff Certificate shall be issued by Freedom for signature by both parties. Once signed by both parties, this document shall certify that the Installation Services have been carried out to the Customers reasonable satisfaction.
- 11.9 If a Project Sign-Off Certificate is not signed by the Customer, use of the Installation Services within a live environment for not less than one month shall be deemed to be acceptance by the Customer that the Services have been carried out to the Customers reasonable satisfaction.
- 11.10 Upon termination of the Installation Services for any reason, all sums due to Freedom shall become immediately payable by the Customer without set-off or deduction.
- 11.11 Cancellation Charges shall apply in respect of the Installation Services and shall be payable immediately upon termination at Freedom prevailing rates.
- **12. Law & Jurisdiction**
  - 12.1 This Agreement is governed by and construed and interpreted in accordance with English Law and all Parties hereby submit to the exclusive Jurisdiction of the English Courts.

➤ **Document Control**

Amendment History

<b>Version</b>	<b>Date</b>	<b>Author</b>	<b>Amendment</b>
1.0	October 2013	Kevin Kemp	Published
1.1	March 2014	Kevin Kemp	Minor Amendments – Activation Date/Commencement
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.



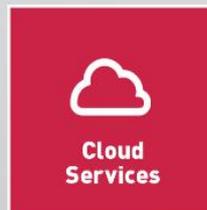
#### Skype for Business

**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



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