

# Service Schedule 6 – Cloud Services Terms & Conditions

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## Contents

- Overriding Provisions ..... 2
- Cloud Services Terms ..... 2
- Definitions ..... 2
- 1. Commencement & Term..... 2
- 2. Availability of Cloud Services..... 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 ..... 6
- 11. Fault Response ..... 6
- 12. Freedom Suppliers ..... 6
- 13. Customer Obligations..... 7
- 14. Suspension or Termination of a Cloud Service ..... 7
- 15. Law & Jurisdiction ..... 8
- Hosted Voice Terms ..... 9
- Hosted Contact Centre Terms..... 13
- Microsoft Office 365 Terms ..... 17
- Inbound Terms ..... 21
- SIP Terms..... 24
- Document Control..... 26

## ➤ **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.

## ➤ **Cloud Services Terms**

### ➤ **Definitions**

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

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

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

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

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

“**LAN**” means local area network;

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

“**Freedom Supplier**” means an authorised third party supplier nominated by and contracted to Freedom;

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

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

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

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

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

“**WLAN**” means wireless local area network; 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 Cloud Services**

➤ 2.1 In order for Freedom to provide Cloud Services, the Customer will need:

- a) A suitably enabled Internet Connectivity Service;
- b) Freedom Supplied Equipment; and/or,
- c) Customer Equipment

➤ 2.2 Any Internet Connectivity Services provided by Freedom for use with Cloud Services are “Internet Connectivity Services” and Service Schedule 5 Internet Connectivity Terms will apply.

➤ 2.3 Freedom aims to provide a continuous Service to the Customer, but the Service may impair, or be impaired by, the uploading or downloading of data and / or the making or receiving of

simultaneous calls using the same internet connectivity service, or by other circumstances beyond Freedom's reasonable control.

- 2.4 The Service will not work in the event of a power failure or an internet connectivity service failure.

### ➤ 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 Cloud 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 Cloud 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 Cloud 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 Cloud Services Terms, the Customer must immediately disconnect the Customer Equipment from the Network, Freedom Supplied Equipment and the relevant Cloud 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 Cloud 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 Cloud 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 Cloud Services are provided to a Site, the supply of the Cloud 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 Cloud Services to certain Sites and Freedom reserves the right to:
  - a) cancel the element of the Cloud 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 Cloud Services; or
  - b) cancel all Cloud Services ordered by the Customer and refund any money that the Customer has paid.
- 8.3 If Equipment is to be installed at a Site to enable Freedom to supply the Cloud 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; and,
  - 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 Cloud 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 Cloud 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 Cloud 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; then,

Freedom may determine, in addition to any standard Charges payable, a supplementary Charge in relation to the relevant Order for the Cloud 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 Cloud 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 Cloud Services Terms may be in addition to, or instead of, any applicable Charges for the Cloud Services as specified on the Active Support Order form.
- 9.4 Where Cloud Services are provided by non-standard means, Freedom shall notify the Customer in writing.

## ➤ 10. Service Levels

- 10.1 Freedom will provide the Cloud 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 Cloud 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 Cloud 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 Cloud Service if a Freedom Supplier suspends or terminates the provision of services to Freedom and Freedom is unable to find a replacement Supplier. Freedom will provide as much notice as is reasonably possible.

### ➤ 13. Customer Obligations

- 13.1 The Customer must provide and maintain its own LAN and/or WAN and ensure that the LAN protocols and applications it uses will operate satisfactorily over the WAN connections using the Cloud Services.
- 13.2 The Customer will ensure that it has appropriate security policies, including data archiving, in place.
- 13.3 Except as expressly set out in the relevant Active Support Order form, Freedom will not be required to integrate or interface the Cloud Services with any of the Customer's services, technologies, products or Customer Equipment.
- 13.4 The Cloud Service and any associated software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to anyone else.
- 13.5 The Customer shall not use the Cloud 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 Cloud Services. Failure to comply with this clause 13.5 shall be considered to be a material breach of the Agreement.
- 13.6 The Customer shall be solely responsible for checking the Telephone Preference Service register before making any direct marketing calls. The Customer will be responsible for obtaining and maintaining all necessary licences, permits and approvals required by any and all governmental authorities to permit the Customer to receive and use the Services and comply with its obligations under this Agreement. The Customer further represents that its use of the Services will be in accordance with such licences, permits and approvals, and that it will not use the Services for any unlawful or unauthorised purpose. The Customer shall be solely responsible for its compliance with all applicable laws of the countries in which the Customer uses the Services.

### ➤ 14. Suspension or Termination of a Cloud Service

- 14.1 Freedom may terminate the supply of a Cloud Service without any liability if the Customer does not agree to vary the Charges in accordance with clause 9.1 of these Cloud Services Terms.
- 14.2 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.
- 14.3 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.

- 14.4 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 our 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.

## ➤ 15. Law & Jurisdiction

- 15.1 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.

# ➤ Hosted Voice Terms

## ➤ Definitions

**“Access Service”** means a voice enabled connectivity service.

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

**“Billing Number”** means the number specified as the telephone number for which a standard telephone bill is received, quoted on the Freedom Active Support Order Form, to which Calls will be billed. Where different billing numbers are quoted for related services, paid duration for each will be accumulated separately;

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

**“Hosted Call Recording”** means the software application licensed to the Customer for use as part of the recording & storage functionality including any new versions or new releases which are made available to the Customer by Freedom;

**“Hosted Voice Service”** provides the facility to make or receive a Call (or both) using a suitably enabled broadband line in the United Kingdom and any related services or features as listed on the Active Support Order form;

**“Optional Features”** means a range of additional optional functions on the Hosted Voice Service such as Hosted Call Recording, Call Queuing, Receptionist Console, Integrator and Management Reporting.

Details of these options and their availability and pricing are available on request; and,

**“VoIP Calls Service”** means an outbound calling service that allows customers to make direct dialled calls both in the United Kingdom and overseas.

## ➤ 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. Hosted Voice Service

➤ 2.1 The Hosted Voice Service provides the facility to make or receive a Call (or both) using a suitably enabled internet connection in the United Kingdom and any related services or features as listed on the Active Support Order form.

➤ 2.2 Freedom may update the Software during the Contract. The Customer agrees to download the updated Software in accordance with Freedom’s instructions, as soon as Freedom informs the Customer to do so. Failure to do so may impair the Customer’s ability to use the Service. The terms and conditions of this Contract will apply to any updated Software.

## ➤ 3. Cloud Service

➤ 3.1 The Hosted Voice Service is a “Cloud Service” and the Cloud Service Terms will apply to this Service.

## ➤ 4. Customer Obligations

➤ 4.1 The Customer is responsible for all configuration and management of its access to the Service including configuration of its network, firewall, Domain Name System, routers and PCs.

➤ 4.2 The Customer may only access the Service through the Software and must not attempt to circumvent any security measures.

➤ 4.3 Any Customer Equipment must be connected and used in line with any relevant instructions, standards or laws.

➤ 4.4 If any Customer Equipment is lost, stolen or the Hosted Voice Service is used in an unauthorised manner the Customer will be responsible for any charges.

- 4.5 Except as permitted by applicable law or as expressly permitted under the Contract, the Customer must not, without Freedom's prior written consent, copy manuals or documentation or permit anyone else to do so.
- 4.6 The Customer is responsible for nominating an Admin User who will:
  - a) be the first point of contact for all Users of the Service;
  - b) deal with day-to-day management of user features and basic administration such as password resets; and,
  - c) be the point of contact for Freedom for Service delivery or operational issues.

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

#### **Emergency Calls Important**

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

### **➤ 5. Service Levels**

- 5.1 Freedom will provide the Hosted Voice Service in accordance with the relevant IP Cloud Telephony Service Level Agreements, from the applicable Order Effective Date.

### **➤ 6. Hosted Calls Service**

#### **Tariff**

- 6.1 The Customer hereby acknowledges and agrees that Freedom have agreed to supply the Calls Service at the agreed Tariff and charges specified on the relevant Active Support Order form and the Customer has committed to any Minimum Spend Requirements and/or call management fee charges (Management Fee Charges).
- 6.2 Freedom's call rates for outbound calls to UK non-geographic numbers are charged according to the banding used by BT. The Customer hereby acknowledges and agrees that there may be occasions where a call type moves from one band to another band or BT change their charging structure and subsequently the charges for some of these call types may change, Freedom will apply this change from the 1st of the month following the change and the Customer acknowledges that Freedom may not always be able to give notice of such changes.
- 6.3 Where the Customer takes any bundled service, the Customer agrees to pay for all chargeable items which are excluded from or exceed the allowance of the bundle.

#### **Call Charges**

- 6.4 Freedom will bill the Customer for all Calls that are routed over Freedom's chosen network provider. Any Calls that are routed by other means for any reason beyond Freedom's control and for which the Customer is invoiced by another provider will remain the Customer's responsibility. It is the Customer's responsibility to advise Freedom if the Customer receive invoices from other providers for any services the Customer believes to be with Freedom. Freedom shall not be liable for any loss or damages as a result of the Customer being invoiced by other providers (including but not limited to any perceived loss of savings).

- 6.5 Unless otherwise stated in the Active Support Order form, the following apply to calls made using the Calls Service:
  - call prices are quoted by the minute and are priced based on duration, destination and time of day;
  - the duration of each call shall be measured to the nearest second with the exception of any calls as defined in a bundle tariff which will be calculated on a per minute basis;
  - the cost of an individual call is rounded down to the nearest deci-pence (i.e. 0.1p or £0.001), with the final bill total rounded to the nearest penny;
  - each call shall be charged excluding VAT, based on the duration, the ex VAT cost of each call is then calculated and the result rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on the Customer's invoice;
  - some calls are subject to a minimum Charge as detailed in the relevant tariff.
- 6.6 Charges shall be invoiced to the Billing Number specified as the telephone number for which a standard telephone bill is received, quoted on the Freedom Active Support Order Form. Where different billing numbers are quoted for related services, paid duration for each will be accumulated separately.

#### **Toll Fraud Service**

- 6.7 Where the Toll Fraud Service is applied to a CLI, Freedom shall operate to bar calls by that CLI where CPS calls only from that CLI to destinations other than UK geographic or UK mobile numbers totalling £500 have been made within a 24 hour period having gone over the Gamma Network.
- 6.8 When spend by a single CLI on CPS calls to all destinations other than UK geographic or UK mobile reaches £500 within a 24 hour period over the Gamma Network any further calls from that CLI will be barred. This bar will apply to all destinations including UK geographic and UK mobile.
- 6.9 The bar can be lifted by the Customer through the Freedom service desk in the normal way. Charges for CPS calls to the relevant destinations will therefore be limited to £500 (excluding value added tax) for as long as the bar on those numbers remains in place.
- 6.10 Calls going over any other Network other than the Gamma Network will not be protected by the Toll Fraud Service

### ➤ **7. Hosted Call Recording Service**

- 7.1 The Hosted Call Recording Service is an advanced optional feature of the Hosted Voice Service.
- 7.2 The Customer shall:
  - a) only use recordings for the purpose for its internal business purposes including complying with the FSA Requirements, internal audits and for call monitoring to improved customer service;
  - b) not re-sell, sub-licence or make available to the Hosted Call Recording Service to any 3rd party;
  - c) be responsible for ensuring that its use of recordings complies with all Relevant Laws;
  - d) use the recording & storage solution in accordance with the applicable user guides and manuals (and Freedom shall have no liability to the Customer in respect of the Customer's failure to do so);
  - e) not use the recording & storage solution to make, provide, communicate, deliver, knowingly receive, upload, download, use or re-use any material or information which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, indecent, obscene or menacing character, or which does or is intended to cause annoyance, nuisance inconvenience or worry to any person or which in any way causes damage to or disruption to the recording & storage Solution;
  - f) not use the recording & storage solution in a manner which constitutes a violation or infringement of the rights of any other person;

- g) to implement adequate control and security over the use of the recording & storage Solution including but not limited to the prevention of viruses, worms, Trojan horses and/ or any calls generated by rogue diallers or hackers;
  - h) not use the recording & storage solution in a way that breaches any Relevant Laws, regulations or any licence applicable to the Customer or that is in any way unlawful or fraudulent; and
  - i) not to send or procure the sending of any unsolicited advertising or promotional material; and maintain its Call Recorder / Logger in conformity with any relevant regulatory standards or approvals and Relevant Laws for the item as from time to time applicable.
- 7.3 Freedom does not warrant or otherwise guarantee that the Hosted Call Recording Service will enable the Customer to comply with any Relevant Laws and/or the FSA Requirements.
- 7.4 Freedom hereby disclaims any and all liability to the Customer in respect of any loss or damage suffered by it as a result of the Hosted Call Recording Service being unavailable and/or any recordings not being made or accessible.
- **8. Law and Jurisdiction**
- 8.1 This Agreement is governed by and construed and interpreted in accordance with English Law and we hereby submit to the exclusive Jurisdiction of the English Courts.

# ➤ Hosted Contact Centre Terms

## ➤ Definitions

- “Admin User”** means the individual authorised by the Customer to be a contact point, and to manage configurable aspects of the Service;
- “Agent”** means any user of the Services;
- “Call”** means the connection of one or more parties via telecommunication networks by which the ability to transmit or receive voice communications is made possible;
- “Call Charges”** or **“Phone Calls”** means the duration of Calls multiplied by the applicable rate for each Call;
- “Call Detail Records”** means the call data records of the Parties;
- “Charges”** means the Installation Fee, the Call Charges, the Recurring Charges, the Media Charges, the Message Charges, the Service Charges and the Other Charges as set out in the relevant Active Support Order form;
- “Dispatch”** means the dispatch by the Supplier of a Message to the Recipient at the Address, subject to the terms of this Agreement but shall exclude the carriage and arrival of the Message;
- “Format Requirements”** means the format requirement for Messages as advised by Freedom (including in case of voicemail Messages, completion of the scheduling boxes detailing the required timing of Dispatch of the Message);
- “Installation Fee”** means the one-off fee payable for provision of installation Services as set out in the relevant Active Support Order form;
- “Media”** means the connection of one or more parties via telecommunication networks by which the ability to transmit or receive any data, excluding Calls or Messages is made possible;
- “Media Charges”** means the prices relating to Media as set out in the relevant Active Support Order form;
- “Message”** means a message (which shall include all material, content, information, graphics, sound or any other data comprised within it) submitted by the Customer in accordance with the Format Requirements intended for a particular Recipient;
- “Message Charges”** means the prices relating to Messages set out in the relevant Active Support Order form;
- “Message Description”** means the accurate description of the type of contents of a Message (e.g. voice, fax, SMS, email or other);
- “Other Charges”** means any other charges (other than the Call Charges, the Recurring Charges, the Message Charges, the Media Charges, the Service Charge and Installation Fee) including agent login and any other charges set out in the relevant Active Support Order form;
- “Recipient”** means a specific person to whom the Customer intends the Supplier to dispatch a Message as specified by the Customer and in accordance with the Format Requirements;
- “Registration”** means the registration and the provision by the Supplier to the Customer of the customer ID, Username and initial Password to enable access the Services (and **“Registration Details”** shall be construed accordingly);

## ➤ 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. Hosted Contact Centre Service

- 2.1 The Hosted Contact Centre Service provides a suite of advanced features to allow a contact centre to handle incoming calls and make outbound calls efficiently.
- 2.2 As part of the registration process for the Services, the Customer agrees to provide all requested contact details including contact email address which are true, accurate, correct and complete.
- 2.3 When an Order relating to Messages supplied by the Customer has been received by the Hosted Voice Service, the Service shall acknowledge receipt online and Dispatch the Messages to which the Order relates, subject to any period specified by the Customer for Dispatch of

particular Messages, in which case the Service shall Dispatch such Messages in compliance with that period.

### ➤ 3. Cloud Service

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

### ➤ 4. Customer Obligations

- 4.1 The Customer is responsible for all configuration and management of its access to the Service including configuration of its network, firewall, Domain Name System, routers and PCs.
- 4.2 The Customer may only access the Service through the Software and must not attempt to circumvent any security measures.
- 4.3 The Customer shall be solely responsible for maintaining the confidentiality of the Registration Details at all times including its authorisation details and accounts information. The Customer shall immediately notify Freedom in writing of any unauthorised use of any of the Registration Details; any unauthorised use of its accounts; any unauthorised use of any of the Services; or any other breach of security known by the Customer. The Customer shall be liable to pay for all Orders made or for any use of the Services as a result of the unauthorised use of the Registration Details; its accounts; the Services; or as a result of any other breach of security known by the Customer..
- 4.4 If any Customer Equipment is lost, stolen or the Hosted Contact Centre Service is used in an unauthorised manner the Customer will be responsible for any charges.
- 4.5 Except as permitted by applicable law or as expressly permitted under the Contract, the Customer must not, without Freedom’s prior written consent, copy manuals or documentation or permit anyone else to do so.
- 4.6 The Customer is responsible for nominating an Admin User who will:
  - a) be the first point of contact for all Users of the Service;
  - b) deal with day-to-day management of user features and basic administration such as password resets; and,
  - c) be the point of contact for Freedom for Service delivery or operational issues.

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

- 4.7 The Customer shall:
  - a) ensure that all data supplied by the Customer of whatever form or which comprises any Message, Message Description, Address or Recipient, will: a) be true, accurate and complete; and b) comply with the Format Requirements;
  - b) keep confidential and secure all Registration Details used in relation to the Services and the Customer accepts that use of the Registration Details allocated to the Customer shall constitute sufficient authority to Freedom to perform the Services and be entitled to payment for so doing;
  - c) assume all responsibility for the upload to the Service of Messages, Message Descriptions, Addresses and Recipients. The risk of and responsibility for the upload to the Service is with the Customer; and
  - d) be responsible for ensuring that, and hereby warrants and undertakes to Freedom that, the Messages and the sending of them by the Customer and the receipt of them by any recipient, and the use of them (and the Message Descriptions, Addresses and Recipients) by Freedom to perform the Services in accordance with this Agreement conforms in all respects with all applicable laws, rules, regulations, bye-laws and codes of practice, and they do not contain any material, and the use of them will not be, detrimental to Freedom or Freedom Suppliers.
- 4.8 The Customer warrants to Freedom that it shall not engage in surveys, contests, chain letters or post or transmit junk mail (whether physical or electronic), “Spam”, “chain letters” or other

unsolicited mass distribution of email without the prior written consent and approval of Freedom.

- 4.9 For voice format Messages, the Customer may be supplied with an appropriate digital voice recorder for the recording of the same in accordance with the Format Requirements. The Customer is not obliged to use such voice recorder for recording any voice format Messages in respect of which the Services are to be provided by Freedom but the Customer acknowledges that the performance of the Services to any extent in respect of such voice format Messages may be impeded (and the quality of any such voice format Messages may deteriorate) if such recorder is not used.

#### **Emergency Calls Important**

- 4.10 The Customer acknowledges and agrees that the Services do not allow Calls to be initiated by end users of the Services to emergency services numbers in any country in the world ("Emergency Services"). The Customer shall make its end users aware that Calls may not be made using the Hosted Contact Centre Service to the Emergency Services.

### ➤ **5. Service Levels**

- 5.1 Freedom will provide the Hosted Contact Centre Service in accordance with the relevant Hosted Contact Centre Service Levels, from the applicable Order Effective Date.

### ➤ **6. Intellectual Property Rights**

- 6.1 The Parties agree that in relation to Messages only:
  - Freedom acknowledges that the Customer and its licensors own all Intellectual Property Rights in the Messages. To enable Freedom to lawfully provide the Services, the Customer shall be responsible for:
    - a) having all rights and intellectual Property rights in the Messages; and
    - b) ensuring that the Recipients have all rights to receive the Message;
    - c) the Customer hereby grants to Freedom and Freedom Suppliers a royalty-free, worldwide, perpetual, non-exclusive, assignable, sub licensable licence to use the Messages and any other material (including without limitation any branding) and any Intellectual Property Rights of the Customer in relation to the foregoing for the purposes of providing the Services. Subject to the terms of this Agreement, Freedom and Freedom Suppliers shall not use the Messages or otherwise exploit the Intellectual Property Rights of the Customer for any other purpose without the Customer's express prior written consent.

### ➤ **7. Customer Data**

- 7.1 Freedom holds full records of all calls dialled by all customers, Messages or Media for as long as required following transmission for the purposes of billing and other legitimate business purposes. After that, all logs are destroyed unless prior commercial arrangements are made for Freedom and Freedom Suppliers to store such data for a longer period. The Customer may store address lists in their own address books available via supplied log in details.
- 7.2 Freedom shall have the right to retain data and any analysis thereof for so long as it considers it necessary for legitimate business or legal purposes. On termination of this Agreement howsoever caused, Freedom and Freedom Suppliers shall have the right (but not the obligation) to delete all elements of the Services, including but not limited to call and message recordings and to dispose of all other Customer's data without Freedom incurring any liability whatsoever. If the Customer requests access to call or message recordings or other data after termination and if such data has not been deleted, Freedom may make a charge for providing such access.

### ➤ **8. Limitation of Liability**

- 8.1 In the event of any failure in the Services, Freedom shall not be liable to the Customer or any of the Customer's clients, for any charges or related costs and expenses incurred should the Customer or any of its clients divert its telecommunications traffic or other types of traffic to another carrier. The Customer shall indemnify Freedom against all costs, losses, damages, claims or proceedings which may be asserted or claimed by the Customer's clients which arise out of or relate to any defect in the Services.



- 8.2 Freedom does not warrant any Call or Messages or Media will be delivered to a Recipient at the Address and the Customer acknowledges that Freedom's obligations are limited to the Dispatch of Messages and the initial transmission of the same but not any on-going transmission or delivery of the same (which are dependent on third party carriers outside the control of Freedom and Freedom Suppliers).

## ➤ 9. Pricing & Billing

- 9.1 Commencing on the Order Effective Date, the Customer shall pay Freedom the Charges.
- 9.2 The Charges will be calculated in accordance with the rates set out in the relevant Active Support Order form. Call Charges will be calculated on the basis of Freedom's Call Detail Records. In the event of a conflict between the Freedom's and the Customer's Call Detail Records, Freedom's Call Detail records will prevail. Freedom's Call Detail Records are only available for a period of ten (10) working days from the last day of the relevant month for which the disputed Charges arise. The Customer has fifteen (15) working days from last day of the relevant month for which the disputed Charges arise to send any queries to Freedom.
- 9.3 Service Charges are made on all Media, Messages and calls connected to an Agent. The Service Charge is made on the whole duration of a call, even if an agent transfers that call onto a third party. If a call is transferred to another agent, two call legs are created – one outbound to the second agent and one inbound from the first agent. Both call legs are independently charged including Service Charge.
- 9.4 Freedom uses conference bridges to facilitate conferences and third party transfers. Calls are placed into conference rooms which are then conferenced with one or more other calls. Each call leg in a conference room is independently charged.
- 9.5 All Calls will be recorded and charged in seconds. All call durations will be rounded to the nearest second. All Charges shall be rounded up to the nearest penny.

## ➤ 10. Law and Jurisdiction

- 10.1 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.

# ➤ Microsoft Office 365 Terms

## ➤ Definitions

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

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

**"Affiliate"** means any legal entity that owns, is owned by, or that is under common ownership with Microsoft Ownership means control of more than a 50% interest;

**"Customer Data"** means all data, including all text, sound, image files and software that are provided to Freedom or its licensors by, or on behalf of the Customer through the Customer's use of the Service;

**"Domain name"** means a name registered with an Internet registration authority for use as part of the Customer's email address;

**"Mailbox"** means the users email account provisioned by Freedom which will provide a user with the features associated with the Service; and,

**"Microsoft"** means the Microsoft Corporation



## ➤ 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. Microsoft Office 365 Service

➤ 2.1 The Microsoft Office 365 Service is a subscription service enabling access to a range of Office 365 productivity services through a suitably enabled internet connection. Depending on the options chosen, the Service may include:

- a) Exchange online email, calendar and contacts
- b) Lync Online
- c) Office Graph
- d) Office on PCs, tablets, and phones
- e) Office Web Apps
- f) OneDrive
- g) SharePoint Online
- h) Yammer Corporate Social Network

➤ 2.2 The Customer must have the requisite number of user software licences for users to be able to access the service. Hardware or software used by the Customer to reduce the number of Users that directly access or use the Service, does not reduce the number of user software licences required. The number required will be determined by Freedom.

➤ 2.3 These terms do not include the provision of any service and / or device necessary to connect to the Service.

➤ 2.4 Freedom and its licensors may provide additional functionality for the Service. Other licence terms and fees may apply.

➤ 2.5 The Service is scheduled to be available 24 hours a day, 7 days per week. Subject to clause 5.1, the Customer acknowledges that such availability is not guaranteed.

➤ 2.6 Freedom or its licensor may take action to manage network performance to avoid disruption of the Service, which may include suppression and/or deletion of inbound and outbound emails reasonably considered by Freedom or its licensor to be spam.

### ➤ 3. Cloud Service

- 3.1 The Microsoft Office 365 Service is a “Cloud Service” and the Cloud Service Terms will apply to this Service.

### ➤ 4. Customer Obligations

- 4.1 The Customer is responsible for all configuration and management of its access to the Service including configuration of its network, firewall, Domain Name System, routers and PCs.
- 4.2 The Customer must supply a Domain Name for use with the Service.
- 4.3 In order to access the Service the Customer must ensure that its system meets the minimum requirements set out by Microsoft.
- 4.4 The Customer accepts and agrees that activation or set-up (or both) of the Service may result in information about connected devices being sent to Freedom or its licensors. If a device is connected to the internet, activation may be automatic. Changes to the customer IT equipment or the Service may require re-activation or set-up of the service.
- 4.5 The Customer must acquire and assign user software licences to users who access the Service. The Customer may not reassign user software licences on a short-term basis (within 90 days of the last assignment) except on a short-term basis, to cover a user’s absence. Reassignment of user software licences for any other purpose or timeframe must be permanent. If a user software licences is reassigned, the Customer must remove the software or block access from the former user’s device.
- 4.6 The Customer is responsible for nominating an Admin User who will:
  - a) be the first point of contact for all users of the Service;
  - b) deal with day-to-day management of the user mail accounts and simple queries such as password resets; and,
  - c) be the point of contact for Freedom or Microsoft for Service delivery or operational issues. The Customer agrees that Freedom may provide Microsoft with the contact details of the Admin User.

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

- 4.7 The Customer may only access the Service through the Software and must not attempt to circumvent any security measures.
- 4.8 Except as permitted by applicable law or as expressly permitted under the Contract, the Customer must not, without Freedom’s prior written consent, copy manuals or documentation or permit anyone else to do so.
- 4.9 The Customer must obtain a licence for each product and separately licensed functionality used on a device or by a User.
- 4.10 The Customer is responsible for the acts and omissions of all Users in connection with the Service and is liable for any failure by any user to perform or observe the terms and conditions of this schedule.
- 4.11 The Customer must not create or use an email name that infringes the rights of any person in a corresponding trademark or trade name or that in Freedom’s reasonable opinion is offensive, or detrimental to Freedom or Freedom’s reputation.

### ➤ 5. Service Levels

- 5.1 Freedom will provide the Microsoft Office 365 Service in accordance with the relevant Freedom O365 Service Levels, from the applicable Order Effective Date.

### ➤ 6. Customer Data

- 6.1 The Customer will be responsible for the creation, maintenance and design of all the Customer Data.

- 6.2 The Customer may be able to submit Customer Data for use in connection with the Service. Except for the rights granted by the Customer for use of the Service, and software or services licenced to the Customer by Freedom or its licensors, neither Freedom nor its licensors claim ownership of Customer Data submitted for use with the Service.
- 6.3 By submitting Customer Data for use with a Service that enables communication or collaboration with third parties, the Customer acknowledges that those third parties may then be able to:
  - a) use, copy, distribute, display, publish and modify the Customer Data;
  - b) publish the Customer's name in connection with the Customer Data; and,
  - c) grant these permissions to other persons.
- 6.4 The Customer agrees to secure rights in the Customer Data necessary for Freedom or its licensors to provide the Customer with the Service without breaching the rights of any third party.
- 6.5 The Customer Data shall only be used in the provision of the Service. This may include troubleshooting aimed at preventing, detecting and/or repairing problems affecting the operation of the Service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats (such as malware or spam).
- 6.6 Customer Data will not be disclosed to a third party (excluding Freedom, its licensors or representatives) unless otherwise agreed or required by law.
- 6.7 Freedom and its licensors will implement reasonable and appropriate technical and organisational measures, as described in Microsoft's security overview of the Service, to help secure Customer Data processed or accessed by the Service against accidental or unlawful loss, access or disclosure. The Customer agrees that these measures are Freedom and its licensors only responsibility with respect to the security and handling of Customer Data.
- 6.8 The Customer agrees to obtain sufficient authorisation from person's providing personal data to the Customer, to:
  - a) transfer that data to Microsoft and its agents; and,
  - b) permit its transfer, storage and processing.
- 6.9 The Customer consents to the transfer, storage and processing of Customer Data (including personal data collected through the Service) outside the UK, including but not limited to the United States of America. This includes any personal data the Customer collects using the service.
- 6.10 The Customer agrees that, other than expressly set out in this agreement, Freedom and its licensor have:
  - a) no obligation to continue to hold, export or return the Customer's Data; and
  - b) have no liability whatsoever for deletion of Customer Data pursuant to these terms.
- 6.11 Freedom excludes all liability of any kind in respect of Customer Data or any other material which can be accessed or acquired using the Service.
- 6.12 The Microsoft Privacy Statement relating to the collection and use of data is available here: <http://www.microsoft.com/online/legal/v2/?docid=22&langid=en-us> (or any other url that Freedom advises to the Customer).

## ➤ 7. Security

- 7.1 The Service is accessed through 128-Bit Secure Sockets Layer (SSL) or Transport Layer (TLS) Security Encryption.
- 7.2 The Service uses Microsoft Forefront On-line Protection for Exchange, Microsoft Forefront Protection, proprietary anti-spam technology and complimentary anti-virus engines to help detect malicious code, malicious software and spam.
- 7.3 The Customer acknowledges Freedom cannot guarantee that the security specified in paragraphs 7.1 and 7.2 above will detect or protect against malicious code, malicious software and spam. Freedom recommends the Customer takes appropriate security measures, including the installation of suitable anti-virus software, to protect and secure its PCs and computer network against harmful and malicious viruses.

- 7.4 The Customer is responsible for all activity with the Customer's accounts including that of users and dealing with third parties that take place through the Customer's or associated accounts. The Customer must keep the Customer accounts confidential. The Customer must inform Freedom immediately of any possible misuse of the Customer accounts or any security breach related to the Service.

## ➤ **8. Law and Jurisdiction**

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

## ➤ Inbound Terms

### ➤ Definitions

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

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

**“Advanced Features”** means a range of functions on the Inbound Services, which either route Calls to a Customer’s destination numbers or plays announcements to Callers.

**“Advanced Service”** means Advanced Features which can be assembled to form a Call Plan which allows Calls to be routed to different destination numbers at different times.

**“Basic Service”** means a Call to a Service Number which is routed to a Customer’s single geographic destination number.

**“Billing Number”** means the number specified as the telephone number for which a standard telephone bill is received, quoted on the Freedom Active Support Order Form, to which Calls will be billed. Where different billing numbers are quoted for related services, paid duration for each will be accumulated separately.

**“Call Plan”** means a plan agreed by the Customer and Freedom which may include Advanced Features and/or Advanced Services and will specify the destination path for a Call to each Service Number.

**“Call Recording”** means the software application licensed to the Customer for use as part of the Recording & Storage Solution including any new versions or new releases which are made available to the Customer by Freedom;

**“Call Revenue”** means the amount payable by Caller to Freedom for access to the Customer’s service.

**“Caller Provided Information”** means information which is made available by the Caller to the Advanced Service to influence the choice of destination of a Call.

**“Choice Number”** means a Service Number identified by Freedom (including a number designated by the Network provider as a Gold, Silver or Bronze number) and/or specifically requested by the Customer. Non-standard charges may apply.

### ➤ 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. Inbound Call Management Service

➤ 2.1 Inbound Call Management Service consists of the translation of the dialled non-geographical Service Number into a geographical destination number (or numbers). A Service Number is allocated by Freedom or its Supplier. The destination number (or numbers) is specified by the Customer and included in the Call Plan. A Call is routed in accordance with the Call Plan. Calls can be delivered 24 hours a day, 365 days a year. Freedom is not responsible for the final delivery of the call when the destination geographical number is not provided from Freedom or Freedom’s Suppliers.

➤ 2.2 The right to allocate a Service Number belongs to Freedom or Freedom’s Suppliers.

➤ 2.3 The Customer does not own the Service Number and must not attempt to sell or allocate the Service Number to any other person.

➤ 2.4 The following options are available on some Service Numbers. Details of these options and their availability and pricing are available on request:

- a) Service Management
- b) Call Plans and Advanced Features Services
- c) Reports and Controls
- d) Cost Centre Billing
- e) Service Assurance

The Service options included in the Contract are set out in the relevant Active Support Order form.

### ➤ 3. Cloud Service

- 3.1 The Inbound Call Management Service is a “Cloud Service” and the Cloud Service Terms will apply to this Service.

### ➤ 4. Customer Obligations

- 4.1 The Customer is responsible for all configuration and management of its access to the Service including configuration of its network, firewall, Domain Name System, routers and PCs.
- 4.2 The Customer may only access the Service through the Software and must not attempt to circumvent any security measures.
- 4.3 Any Customer Equipment must be connected and used in line with any relevant instructions, standards or laws.
- 4.4 Except as permitted by applicable law or as expressly permitted under the Contract, the Customer must not, without Freedom’s prior written consent, copy manuals or documentation or permit anyone else to do so.
- 4.5 The Customer is responsible for nominating an Admin User who will:
  - be the first point of contact for all Users of the Service;
  - deal with day-to-day management of the Service, Call Plan, Advanced Features and basic administration such as password resets; and,
  - be the point of contact for Freedom for Service delivery or operational issues.

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

- 4.6 The Customer must use reasonable endeavours to ensure that the number of attempted Calls neither significantly exceeds the Customer's answering capability, nor causes congestion on the associated network. If the network becomes congested due to the volume of Calls to the Customer’s number(s), Freedom will notify the Customer and the Customer must promptly take all reasonable steps to prevent such network congestion. Reasonable steps include; renting additional network capacity, or adjusting promotional activities for the Service (or both), or ordering Managed service or using call bureau on a temporary basis. If Freedom is unable to contact the Customer or the Customer fails to take reasonable steps to promptly prevent the network congestion, Freedom may take whatever action is necessary to prevent such congestion, including suspending the Service. The Customer must give Freedom at least six (6) working days' written notice before advertising any number allocated by Freedom using mass media.
- 4.7 If the Customer is planning a Campaign Event, the Customer must give Freedom at least six Working Days’ notice before a Campaign Event and, if there is to be more than one Campaign Event as part of a campaign, notice must be given at least six Working Days before each Campaign Event. The notice must include the:
  - a) date, time and duration of the Campaign Event; and,
  - b) expected audience size.
- 4.8 The Customer acknowledges that a failure to notify Freedom in accordance with clause 4.7 of this Schedule may have an impact on the capability of the Inbound Services Network to accommodate an Event and Freedom reserves the right to refuse to accommodate such an Event.

### ➤ 5. Service Levels

- 5.1 Freedom will provide the Inbound Call Management Services in accordance with the relevant IP Cloud Telephony Service Level Agreements, from the applicable Order Effective Date.

### ➤ 6. Call Recording

- 6.1 The Call Recording Service is an advanced optional feature of the Inbound Service.
- 6.2 The Customer shall:

- a) only use Recordings for the purpose for its internal business purposes including complying with the FSA Requirements, internal audits and for call monitoring to improved customer service;
  - b) not re-sell, sub-licence or make available to the Call Recording Service to any 3rd party;
  - c) be responsible for ensuring that its use of Recordings complies with all Relevant Laws;
  - d) use the Recording & Storage Solution in accordance with the applicable user guides and manuals (and Freedom shall have no liability to the Customer in respect of the Customer's failure to do so);
  - e) not use the Recording & Storage Solution to make, provide, communicate, deliver, knowingly receive, upload, download, use or re-use any material or information which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, indecent, obscene or menacing character, or which does or is intended to cause annoyance, nuisance inconvenience or worry to any person or which in any way causes damage to or disruption to the Recording & Storage Solution;
  - f) not use the Recording & Storage Solution in a manner which constitutes a violation or infringement of the rights of any other person;
  - g) to implement adequate control and security over the use of the Recording & Storage Solution including but not limited to the prevention of viruses, worms, Trojan horses and/ or any calls generated by rogue diallers or hackers;
  - h) not use the Recording & Storage Solution in a way that breaches any Relevant Laws, regulations or any licence applicable to the Customer or that is in any way unlawful or fraudulent; and
  - i) not to send or procure the sending of any unsolicited advertising or promotional material; and maintain its Call Recorder / Logger in conformity with any relevant regulatory standards or approvals and Relevant Laws for the item as from time to time applicable.
- 6.3 Freedom does not warrant or otherwise guarantee that the Recording & Storage Solution will enable the Customer to comply with any Relevant Laws and/or the FSA Requirements.
  - 6.4 Freedom hereby disclaims any and all liability to the Customer in respect of any loss or damage suffered by it as a result of the Recording & Storage Solution being unavailable and/or any Recordings not being made or accessible.

## ➤ 7. Inbound Tariff

- 7.1 The Customer hereby acknowledges and agrees that Freedom have agreed to supply the Inbound Services at the agreed Tariff and charges specified on the relevant Active Support Order form and the Customer has committed to any Minimum Spend Requirements and/or call management fee charges (Management Fee Charges).
- 7.2 Freedom's call rates are charged according to the banding used by BT. The Customer hereby acknowledges and agrees that there may be occasions where a call type moves from one band to another band or BT change their charging structure and subsequently the charges for some of these call types may change, Freedom will apply this change from the 1st of the month following the change and the Customer acknowledges that Freedom may not always be able to give notice of such changes.
- 7.3 Where the Customer takes any bundled service, the Customer agrees to pay for all chargeable items which are excluded from or exceed the allowance of the bundle.
- 7.4 Charges shall be invoiced to the Billing Number specified as the telephone number for which a standard telephone bill is received, quoted on the Freedom Active Support Order Form. Where different billing numbers are quoted for related services, paid duration for each will be accumulated separately.

## ➤ 8. Law & Jurisdiction

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



## ➤ SIP Terms

### ➤ Definitions

**“Access Service”** means a voice enabled connectivity service.

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

**“Billing Number”** means the number specified as the telephone number for which a standard telephone bill is received, quoted on the Freedom Active Support Order Form, to which Calls will be billed. Where different billing numbers are quoted for related services, paid duration for each will be accumulated separately.

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

**“Fair Use Policy”** means Freedom’s fair use policy set out in these terms.

**“PBX”** means a Private Branch Exchange approved by Freedom as being suitable for use with the Service.

**“Price List”** means the document containing a list of charges

### ➤ 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. SIP Service

➤ 2.1 The Service provides the facility to make or receive a Call (or both) using a PBX and a suitably enabled Access Service in the United Kingdom and any related services specified that Freedom agrees to provide to the Customer under the Contract.

➤ 2.2 Freedom aims to provide a continuous Service to the Customer but this is subject to correct dimensioning (including the number of channels) of the Access Service to support the Customer’s voice and data usage and /or the configuration and performance of Customer Equipment.

### ➤ 3. Cloud Service

➤ 3.1 The SIP Service is a “Cloud Service” and the Cloud Service Terms will apply to this Service.

### ➤ 4. Customer Obligations

➤ 4.1 In order for Freedom to provide the Service, the Customer will need:

- a) a PBX which Freedom agrees is suitable for the provision of the Service;
- b) a suitably enabled Access Service;
- c) a Freedom router;
- d) a Freedom SIP Gateway if the PBX referred to in (a) above is not an Internet Protocol enabled PBX; and,
- e) a suitable Local Area Network infrastructure.

➤ 4.2 It is the Customer's responsibility to ensure uninterrupted mains power is supplied to the PBX and any peripheral equipment. Failure to do so may impact 999/112 Emergency Services call continuity in the event of a mains power failure.

➤ 4.3 The Customer must not:

- a) attempt to circumvent any security measures; or
- b) change the trunk configuration on the PBX without Freedom’s permission.

➤ 4.4 The Customer must immediately inform Freedom of any changes to the Customer network configuration.

- 4.5 Except as permitted by applicable law or as expressly permitted under the Contract, the Customer must not, without Freedom's prior written consent, copy manuals or documentation or permit anyone else to do so.

#### **Emergency Calls Important**

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

### ➤ **5. Service Levels**

- 5.1 Freedom will provide the SIP Services in accordance with the relevant IP Telephony Service Levels, from the applicable Order Effective Date.

### ➤ **6. SIP Calls Service**

#### **Tariff**

- 6.1 The Customer hereby acknowledges and agrees that Freedom have agreed to supply the Calls Service at the agreed Tariff and charges specified on the relevant Active Support Order form and the Customer has committed to any Minimum Spend Requirements and/or call management fee charges (Management Fee Charges).
- 6.2 Freedom's call rates for outbound calls to UK non-geographic numbers are charged according to the banding used by BT. The Customer hereby acknowledges and agrees that there may be occasions where a call type moves from one band to another band or BT change their charging structure and subsequently the charges for some of these call types may change, Freedom will apply this change from the 1st of the month following the change and the Customer acknowledges that Freedom may not always be able to give notice of such changes.
- 6.3 Where the Customer takes any bundled service, the Customer agrees to pay for all chargeable items which are excluded from or exceed the allowance of the bundle.

#### **Call Charges**

- 6.4 Freedom will bill the Customer for all Calls that are routed over Freedom's chosen network provider. Any Calls that are routed by other means for any reason beyond Freedom's control and for which the Customer is invoiced by another provider will remain the Customer's responsibility. It is the Customer's responsibility to advise Freedom if the Customer receive invoices from other providers for any services the Customer believes to be with Freedom. Freedom shall not be liable for any loss or damages as a result of the Customer being invoiced by other providers (including but not limited to any perceived loss of savings).
- 6.5 Unless otherwise stated in the Active Support Order form, the following apply to calls made using the Calls Service:
  - a) call prices are quoted by the minute and are priced based on duration, destination and time of day;
  - b) the duration of each call shall be measured to the nearest second with the exception of any calls as defined in a bundle tariff which will be calculated on a per minute basis;
  - c) the cost of an individual call is rounded down to the nearest deci-pence (i.e. 0.1p or £0.001), with the final bill total rounded to the nearest penny;

- d) each call shall be charged excluding VAT, based on the duration, the ex VAT cost of each call is then calculated and the result rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on the Customer's invoice;
  - e) some calls are subject to a minimum Charge as detailed in the relevant tariff.
- 6.6 Charges shall be invoiced to the Billing Number specified as the telephone number for which a standard telephone bill is received, quoted on the Freedom Active Support Order Form. Where different billing numbers are quoted for related services, paid duration for each will be accumulated separately.

**Toll Fraud Service**

- 6.7 Where the Toll Fraud Service is applied to a CLI, Freedom shall operate to bar calls by that CLI where CPS calls only from that CLI to destinations other than UK geographic or UK mobile numbers totalling £500 have been made within a 24 hour period having gone over the Gamma Network.
- 6.8 When spend by a single CLI on CPS calls to all destinations other than UK geographic or UK mobile reaches £500 within a 24 hour period over the Gamma Network any further calls from that CLI will be barred. This bar will apply to all destinations including UK geographic and UK mobile.
- 6.9 The bar can be lifted by the Customer through the Freedom service desk in the normal way. Charges for CPS calls to the relevant destinations will therefore be limited to £500 (excluding value added tax) for as long as the bar on those numbers remains in place.
- 6.10 Calls going over any other Network other than the Gamma Network will not be protected by the Toll Fraud Service

➤ **7. Law and Jurisdiction**

- 7.1 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 Amends: Activation Date defined, Clause 1 Commencement & Term re-worded
1.2	September 2014	Kevin Kemp	SIP Terms update
2.0	March 2015	Kevin Kemp	Structural change – common conditions & specialist terms per service
2.1	July 2015	Ali McGregor	Branding update

# freedom

## End-to-End Unified Communications

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



### Unified Communications -

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



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



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



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



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



### Active Support -

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

### Freedom Partnerships

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

Microsoft



Gamma

Alcatel-Lucent



aruba  
NETWORKS