

# Service Schedule 7 – Mobile & M2M Terms

Publish Date: July 2015

Version: 1.2



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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.

## ➤ **Mobile & M2M Terms**

### ➤ **Definitions**

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

**“Additional Services”** means additional or supplemental services for which a charge is made in addition to the fixed periodic charges for the Services (if applicable).

**“Age Restricted Services”** means any Services for use only by customers 18 or over.

**“Bundle”** means any monthly subscription which includes an inclusive usage allowance of predefined call, text or data types.

**“Annual Charge”** means the total annual charge per Service, calculated as the higher of £25 per month or the monthly subscription charges multiplied by 12

**“APN Services”** means M2M Services that provide IP connectivity services to GPRS, 3G and 4G devices

**“Call”** means a signal, message or communication which is silent, spoken or visual on each Line that Freedom agree to provide to the Customer under this Agreement.

**“Charges”** means charges for access to, and use of, Services. These charges may cover (without limitation) fixed periodic charges, usage charges, account administration fees, fees for Connection and re-Connection, termination charges (where applicable) and any costs incurred in collecting outstanding payments from the Customer.

**“Conditions”** means these Conditions for Mobile Services and the Conditions for Communication Services.

**“Connection”** means the procedure by which Freedom give the Customer access to Services.

**“Connected”, “Connecting”, and “Re-Connection”** have corresponding meanings.

**“Damage”** means any accidental, sudden and unforeseen damage to the Handset caused by external means which affects the operational functioning of the Handset.

**“Disconnection”** means the procedure by which Freedom stop the Customers access to Services.

**“Disconnected”** and **“Disconnecting”** have corresponding meanings.

**“GSM Gateway”** means any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile to mobile call.

**“M2M Services”** means any Machine-to-Machine SIM card based communication services that will have access to either: TCP/IP and UDP based Public Internet Access (NAPT); Virtual Private APN (Direct connection to the Customer’s office systems), or; Inbound (to device) HTTP/HTTPS Proxy Server.

**“Messaging Services”** means any email, fax and voicemail Services, text message and multimedia messaging Services, personal information management and other message or communication facilities which let the Customer communicate with others.

**“MNO”** means the mobile network operator providing network services to Freedom Communications Ltd.

**“Premium Services”** means any Services which are charged at premium rates. the Customer can only access these Services – such as international calling and international roaming – with Freedom’s approval.

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

**“Storage Services”** means any Services which offer the Customer storage capacity on the network for storage of content which the Customer access from Freedom.

**“Suspension”** means the procedure by which Freedom temporarily disconnect the Customers access to the Services. **“Suspend”** has a corresponding meaning.

**“Tariff”** means the Freedom tariff or bundle specified in the Active Support Order Form

### ➤ **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. Bundle Tariffs

- 2.1 Where the Customer chooses to take a call bundle as the Customer tariff then, unless otherwise agreed in the Active Support Order Form, the call types included in the bundle usage allowance will be:
  - a) Calls to 01 / 02 / 03 numbers
  - b) Calls to voicemail
  - c) Calls to UK mobiles

All other call types are not included in any bundle allowance and for calls of the above types that exceed the allowance will be chargeable at the standard rates applicable at the time.

- 2.2 Where the Customer chooses to take the unlimited data bundle as the tariff, the bundle includes UK data use only up to a maximum of 2GB per month. International data and UK data above the maximum is chargeable at standard rates applicable at the time. All data bundles are subject to Freedom's fair use policy.

## ➤ 3. Phone Number & SIM card

- 3.1 Freedom will open an account for the Customer and provide the Customer with a SIM card and a phone number (and Freedom may agree to provide the Customer with additional SIM cards and phone numbers on the Customer's request).
- 3.2 Freedom's network provider or its MNO owns each SIM card and each SIM card remains their property at all times. The Customer is being allowed to use the SIM card by Freedom on a limited licence to enable the Customer to access Services, in accordance with the terms of this agreement. Freedom or the network provider may recall the SIM card(s) at any time for upgrades, modifications, misuse or when the Customer agreement ends. The Customer can only use Freedom's SIM card to obtain Services from Freedom.
- 3.3 Each SIM card may only be used in Handsets which are enabled for Services and are authorised by Freedom for Connection to Freedom's network. Any attempt to use the SIM cards in other Handsets may result in serious damage to the Handset and may prevent the Customer from being able to use it, including the making of emergency calls. In these instances, Freedom, Freedom's network provider, or its MNO, are not responsible for any such damage or usage problems.
- 3.4 Handsets which can be used to access Services may be locked to the network. The software in the Handset and all intellectual property rights in that software is owned by the Handset manufacturer and the Customer is being allowed to use the software on a limited licence from the Handset manufacturer. During the term of the Customer Agreement for the supply of Services, the Customer must not permit its Handset to be unlocked via any unauthorised manner (i.e. by anyone other than Freedom or the Handset manufacturer). The Customer must contact Freedom if the Customer wants its Handset to be unlocked from the Freedom network. If the Customer contacts Freedom to request that the Handset to be unlocked from the Freedom network, Freedom will arrange for the Handset to be unlocked in an authorized manner (which may include replacing the Customer's Handset with an unlocked Handset, which is the same or similar specification to the Handset) and the Customer must pay an unlocking administration charge plus any Handset replacement charges Freedom may advise the Customer of. In addition, the Customer must ensure that there are no outstanding amounts owing on the Customer's account. Prior to Freedom arranging for the Handset to be unlocked, the Customer must ensure that the handsets are backed-up or otherwise store separately any of the information or other data on the Handsets which the Customer may require, as this may be lost during the Handset unlocking process. Freedom are not responsible for any information or any other data which may be lost during the Handset unlocking process.

## ➤ 4. Mobile Services

- 4.1 Once the Customer is Connected, Freedom will provide the Customer with access to Freedom's Services. The Services will include Premium Services, provided the Customer ask for them and Freedom approve, and may also include Age Restricted Services, provided the Customers and it

employees are 18 or over and the Customer does not show or send any content from the Age Restricted Services to anyone under 18.

- 4.2 The Customer will also be able to upload and send content using the Services. The Customer grant Freedom, Freedom's network provider, or its MNO, a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content the Customer or its employees upload on the Services.
- 4.1 Freedom may:
  - a) change or withdraw some, or part, of the Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. Subject to clause 11 Variation of the Customer's Active Support Contract Framework Terms, where any variation is likely to be of material detriment to the Customer, the Customer will have the right to terminate the relevant Service and/or Equipment in accordance with clause 15 of this Agreement; and,
  - b) also determine how Services are presented and delivered to the Handset or are otherwise made available to the Customer. Freedom can change the way they are presented, delivered or otherwise made available to the Customer at any time.

## ➤ 5. M2M Services

- 5.1 Freedom's APN services provide IP connectivity services to GPRS, 3G and 4G devices. Depending on the Customer's specific requirements the Customer's devices will have access to either: TCP/IP and UDP based Public Internet Access (NAPT); Virtual Private APN (Direct connection to the Customer's office systems), or; Inbound (to device) HTTP/HTTPS Proxy Server. In addition, several value added services may be available to device or application servers: Network Time Protocol (NNTTP); Dynamic DNS; IPSec VPN; PPTP VPN; Firewall Access Restrictions; Guaranteed Bandwidth; or, Traffic Prioritisation
- 5.2 Freedom's private APN services have been designed to provide both resilience and redundancy. Within the solution there are several different suppliers. Each of these suppliers has a specific remit and is responsible for a defined part of the solution. In addition, the Customer's device and application servers form part of the overall solution. The Customer is responsible for the day-to-day management and operation of these. For any solution to perform as expected, various requirements exist for both ends of the Customer's solution. For example, it is necessary for devices to be able to detect errors and reconnect to the mobile networks. Both devices and application servers should be protected from unwanted traffic. Many of Freedom's first level suppliers also rely on other suppliers for specific functionality, for example Mobile Operators may have site-sharing agreements with each other. In addition, Freedom understand that most of its customers have additional suppliers often for equipment or Internet connectivity.
- 5.3 Freedom will act as the Customer's point of contact for any queries relating to Freedom core systems, including all Mobile Operator services and network. Whilst Freedom will co-ordinate support between its different suppliers, it will be these suppliers who will remain responsible for rectification and any direct management required. The Customer is responsible for managing and supporting its devices and servers, as well as interacting with any suppliers the Customer has used for building/providing the solution. This will include the Customer's ISP and any equipment or software suppliers. Thereof, Freedom are responsible only for services that Freedom have provided. Where there is a gap in responsibility, (for example outages in the peers between the Customer's ISP and Freedom) there is a joint responsibility to resolve any problems that arise. Freedom will work with their ISP to identify and report issues with their transit providers. It is expected that the Customer will do the same with its ISP. Freedom are unable to provide support for intermediaries or transit peers. For device issues Freedom will work with the Mobile Operator to try and identify the problem. The Customer is, however, responsible for providing support for the equipment - including any communication with the Customer's equipment suppliers.
- 5.4 Testing: Freedom recommend (at least) the following tests are all conducted using the final network configuration: Poor coverage; Longer Term Real User Testing (i.e., actually installed or deployed as it would be in live), and; Simulated Network Failures. Freedom can provide support throughout the testing process.

- Operating: Freedom recommend that all devices on Freedoms network are configured to cause the least disruption to the mobile network as possible. Freedom would ask that the following device guidelines are followed: managed retry policy to avoid devices continually trying to reconnect in the event of network issues; not time synchronised, e.g. all devices report in every hour on the hour. Connection times should be varied within SIM estates and; can be reset remotely
- 5.5 Freedom constantly monitor many different aspects of Freedoms private APN. This monitoring forms part of Freedoms pro-active support service and is used to ensure that all Freedom services are operating. Specific monitoring points include: APN Attach Performance; Leased Line Capacity; VPN Loading; Key CPU metrics for all servers, and; IP Address Availability. Freedom can optionally monitor connectivity between Freedoms infrastructure and the Customer's server. Freedom maintain test devices on each mobile network that Freedoms private APN runs on, these devices are designed to alert Freedoms support personnel of mobile network faults or outages.
- 5.6 Freedoms private APN capacity is measured automatically by several different monitoring systems. Trends are observed to ensure that ample capacity is always available for customers, regardless of how many new connections are forecast. In addition Freedoms advanced CRM system captures prospects and their capacity requirements so that Freedom can prepare long term capacity forecasts.
- 5.7 Freedoms private APN is controlled with multiple redundant servers. These are all hardened prior to deployment and maintained to the latest secure versions with access controlled via firewalls and access control list. All equipment is located within commercial data centres. Each has round-the-clock monitoring by on-site personnel, security barriers, CCTV surveillance and security breach alarms.
- 5.8 Freedoms private APN services are distributed in a redundant configuration between two data centres provided by separate ISPs. This ensures that a failure in either one will have no impact on the other site. For most failure scenarios that require site failover, traffic will be re-routed immediately to the other site. In some situations it may be necessary for TCP/IP sessions or VPNs to be re-established with the alternative site.
- 5.9 Freedom are able to support link redundancy if the Customer has multiple data centres. For IPSec connections Freedom can configure iBGP with a primary and a secondary route. Alternatively Freedom can do a warm reconfiguration to move the Customers IPSec tunnel from one site to the other. Neither of these solutions requires any changes to the Customers device configuration. PPTP VPNs can also be established from any of the Customers data centres to either of Freedoms data centres.

## ➤ 6. Limitations of Service

- 6.1 Freedom will always try to make Services available to the Customer. However, Services are only available within Freedoms coverage area (which comprises a video service area and a voice & picture area within the UK). Within this, there may be areas where the Customer does not have access to all Services or where coverage is otherwise limited or unavailable. For more information about coverage, please contact Freedom.

## ➤ 7. Disruption to Services

- 7.1 There may be situations when Services are not continuously available or the quality is affected and so Freedom cannot guarantee continuous fault-free service. For instance:
  - a) when Freedom, Freedoms network provider, or its MNO need to perform upgrading, maintenance or other work on the network or Services;
  - b) when the Customer moves outside Freedoms video service area whilst the Customer is on a call (in this case calls may not be maintained);
  - c) when the Customer is in areas not covered by Freedoms network. In these cases Services rely on other operators' networks where Freedom have no control; and
  - d) because of other factors outside of Freedoms control, such as the features or functionality of the Customer Handset, regulatory requirements, lack of capacity, interruptions to services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

## ➤ 8. Security of PIN, Passwords & SIM cards

- 8.1 Freedom's network provider or its MNO owns the SIM card and it remains their property at all times, the Customer must ensure that the SIM card is kept safe and secure whilst it is in the Customer's possession and the Customer must ensure that they are able to return it to Freedom, if required to do so by Freedom at any time, as set out in these terms. There will be a charge for any replacement SIM card, unless, it is defective
- 8.2 The Customer must keep all PINs and passwords secure and confidential. The Customer is also responsible for the security of the Customer's Handset and must ensure that the Customer keeps them secure (refer to the Handset manufacturer's user guide for details of how to keep Handsets secure).
- 8.3 The Customer should immediately change PIN or password if the Customer becomes aware that someone is accessing Services on the Customer's account without the Customer's permission.

## ➤ 9. Disconnection of SIM cards

- 9.1 The Customer may serve notice for the disconnection of a SIM card at any time.
- 9.2 Freedom will disconnect the SIM card from all Mobile services within 30 days of the disconnection notice.
- 9.3 In the event the Customer gives a disconnection notice resulting in the disconnection of a SIM card that is within its Minimum Connection Period, termination charges shall be applicable.

## ➤ 10. Customer Obligations

- 10.1 The Customer shall notify Freedom immediately on becoming aware that any SIM card has been lost or stolen, or that any person is making illegal or improper use of a SIM card.
- 10.2 The Customer will be responsible for any charges incurred as a result of unauthorised use of any SIM card until Freedom has received the Customer's request to suspend that SIM card.
- 10.3 The Customer shall, and take all reasonable steps to ensure the Customer's employees shall:
  - a) Not use the Mobile services in any way to generate artificially inflated traffic;
  - b) Use SMS or MMS as a marketing tool; and,
  - c) Not establish, install or use a gateway so that telecommunication services are provided via the gateway
- 10.4 In respect of any associated mobile email systems, including but not limited to Blackberry Services, the Customer shall, at the Customer's own cost, be responsible for:
  - a) procuring and commissioning the server in accordance with the technical specifications;
  - b) installing any software;
  - c) providing suitably qualified IT people who have a full working knowledge of the Customer's corporate email systems and firewalls;
  - d) configure the software for each device;
  - e) provide first line support for the Customer's users;
  - f) provide any necessary training for users or administrators;
  - g) integrate the Customer's users' email accounts with the services;
  - h) de-activate any lost or stolen devices from the mobile email system;
  - i) take all reasonable steps to ensure devices are password protected; and,
  - j) The encryption of any information

## ➤ 11. Effect of this Service Schedule Ending

- 11.1. If this agreement ends, Freedom will close the account and disconnect the Customer and the Customer will not be able to use Services or make emergency calls.

- 11.2 The Customer must immediately pay all Charges owed up to the date the agreement ends. If Freedom ends the agreement due to the Customer's conduct or if the Customer ends the agreement within the Minimum Connection Period, Termination Charges shall be applied.

## ➤ 12. Privacy Notice and the Customers Information

- 12.1 Freedom may pass and share the Customers information and user's personal information to Freedoms network provider, or its MNO, other communications service providers and network operators for the detection and prevention of theft and fraud, and to carry out any activities or disclosures to comply with any regulatory, government or legal requirement.
- 12.2 If the Customer uses Services from a country outside the UK it may be necessary to transfer the Customers information to that country. If that country is outside of the EU, the treatment of the Customers personal information may be subject to laws and regulations applying in that country and which may not protect the Customers information to the same standards applying in the UK and the EU.
- 12.3 The Customer must keep any passwords and PIN numbers relating to the Customer's account and the Services safe and secure. The Customer must not share them with anyone else. If the Customer finds or suspects that anyone else knows the Customer's passwords or PIN numbers, or can guess them, the Customer must contact Freedom immediately and ask Freedom to change them. This is the Customers responsibility.

## ➤ 13. Third Party Rights

- 13.1 This agreement is entered into by Freedom for the benefit of Freedom, Freedoms network provider, and its MNO.
- 13.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is intended that Freedoms network provider and its MNO will have the right to enforce any rights conferred on it under this agreement and to that extent Freedoms network provider and its MNO will have the same rights against the Customer as would be available if they were a party to this agreement.

## ➤ 14. Payment

- 14.1 The Customer agrees to pay the charges for the Service as stated in the order schedule. All charges are exclusive of Value Added Tax. Tariffs are available on request. All equipment and rental charges are payable in advance.
- 14.2 All charges payable under this Agreement shall be calculated by reference to data recorded or logged by Freedom and not by reference to data recorded or logged by the Customer.
- 14.3 The Customer agrees to be invoiced monthly by Freedom for all charges under this Agreement plus Value Added Tax. Payment is due within fourteen days of the invoice date. Equipment and rental costs are payable in advance. The time of payment of all sums due to us under this Agreement shall be of the essence of the Agreement. If payment in full is not received by us upon the due date, Freedom shall be entitled to levy a late payment charge at a rate of 4% per month on any unpaid overdue balance.
- 14.4 Freedom accept payment of charges by Direct Debit. Payment by any other method requires Freedoms written agreement in advance and may result in the addition of processing fees per SIM card (the greater of £10.00 or £1.00 per SIM card).
- 14.5 All sums due to Freedom under this Agreement shall be paid in full by the Customer when due without any setoff of other deduction whatsoever.
- 14.6 The Customer agrees to pay any occasional Licensed Operator fees (including but not limited to BT) incurred by Freedom as a result of providing services to the Customer.

## ➤ 15. Suspension or Termination of a Mobile and/or M2M Service

- 15.1 Freedom may terminate the supply of a Mobile and/or M2M Service without any liability if the Customer does not agree to vary the Services in accordance with clause 4 of these Mobile Terms.



- 15.2 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;
  - b) (“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,
  - c) either party becomes subject to an Insolvency Event.

- 15.3 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.

- 15.4 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 Freedoms 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 acknowledge 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.

## ➤ 16. Law & Jurisdiction

- 16.1 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

Version	Date	Author	Amendment
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 -

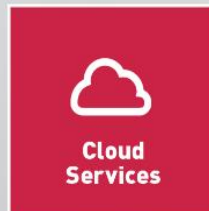
the optimisation, integration and management of all communications and supporting infrastructure.



**Skype for Business** - 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