

Service Schedule 8 – Professional Services Terms

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➤ **Overriding Provisions**

All quotations are made and all orders are accepted subject to these conditions (“these Service Schedule Terms”) and our Active Support Contract Framework Terms. In the event of conflict between these Service Schedule Terms and the terms and conditions of the Customer’s Active Support Order (including printed terms and conditions) these conditions shall prevail.

➤ **Professional Services Terms**

➤ **Definitions**

“**Annual Charge**” means the annual charges defined in the relevant Active Support Order form and Statement of Works

“**Creations**” means software programs, source and object code, specifications, designs, processes, techniques, concepts, improvements, discoveries, and inventions made or developed by Freedom in connection with the Services (collectively, “Creations”)

“**Developmental Knowledge**” means the knowledge used and developed in performing, or in relation to Freedom’s performance of the Services where Freedom may use pre-existing, or may develop or further develop, information, materials and technology

“**Services**” means the services described in the Active Support Order Form and the associated a Statement of Work.

“**Statement of Works**” means the document that captures and defines the work activities, deliverables, and timeline Freedom must execute in performance of specified work for the customer

➤ **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.

➤ **2. Scope of Services**

- 2.1 Freedom shall provide the professional services (the "Services") described in the Active Support Order Form and the associated a Statement of Work. Freedom shall use reasonable efforts to meet the schedules and time of performance for the Services as set forth in the Statement of Work. Freedom will retain the sole and exclusive right to control or direct the manner or means by which the Services are performed and may subcontract or assign any or all of its obligations and rights under this Agreement.

➤ **3. Customer Responsibilities**

- 3.1 Data and Information. The Customer shall make available in a timely manner at no charge to Freedom all technical data, files, documentation, test data, sample output, or other information required by Freedom for the performance of the Services. The Customer will be responsible for the content, accuracy, completeness, clarity and consistency of all such data, materials and information supplied by the Customer, and for any problems resulting from deficiency in these respects.
- 3.2 Equipment. The Customer shall provide, at no charge to Freedom, office space, computer facilities, programs, services, equipment (such as copiers, fax machines, and modems), dial up access and other resources as Freedom reasonably require to perform the Services. The Customer will be responsible for the availability, suitability and proper functioning of all such resources, and for any problems resulting from deficiency therein.
- 3.3 The Customers Tasks. The Customer shall in a timely manner fulfil its tasks as stated in the Statement of Work (“The Customers Tasks”). Freedom will not be responsible for delay or failure to perform the Services where and to the extent that such delay or failure results from the Customers failure to fulfil its Tasks. The Customers Tasks will remain the Customers responsibility and will remain under the Customers supervision, management and control, even if Freedom assist the Customer in performing such tasks. Without limitation, responsibility for the proper implementation

of any Licensed Software is with the Customer; Freedom's role is to assist the Customer with any such implementation.

- 3.4 Required third party items. The Customer agrees to obtain for Freedom the right to use, for the purpose of performing the Services, such third party information, materials and technology, as Freedom reasonably requires to perform the Services.

➤ 4. Relationship of the Parties

- 4.1 Independent Contractors. Each party will be and act as an independent contractor and not as an agent or partner of, or member of a joint venture with the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other party.
- 4.2 Non-Solicitation. Neither party will solicit for employment of each other's employees, subcontractors or agents, who are directly involved in the performance, or receipt, of the Services defined in the Statement of Work.

➤ 5. Charges

- 5.1 Rates. The Customer shall pay Freedom on a timely and materials basis for Services in accordance with the Statement of Work. Freedom will invoice the Customer at least on a monthly basis as Services are performed. All payments for fees and expenses must be made within fourteen (14) days net from the date of invoice. All fees are stated exclusive of taxes.
- 5.2 Expenses. The Customer shall reimburse all reasonable travel, subsistence and other related expenses (as per the quotation) incurred by Freedom in performance of Services. Fees and expenses due from the Customer under this Agreement may not be withheld or set-off by the Customer for any reason.

➤ 6. Ownership

- 6.1 Creations. All software programs, source and object code, specifications, designs, processes, techniques, concepts, improvements, discoveries, and inventions made or developed by Freedom in connection with the Services (collectively, "Creations"), and all intellectual property rights therein, will be the sole and exclusive property of Freedom, whether developed by Freedom alone or by Freedom, any third parties or the Customer together. Notwithstanding the foregoing, the Customer will own a non-exclusive, world-wide royalty-free licence to use, modify, copy and authorise others to use, copy and modify such Creations in object code delivered by Freedom to the Customer in connection with the performance of Services.
- 6.2 Developmental Knowledge. In performing, or in relation to Freedom's performance of the Services, Freedom may use pre-existing, or may develop or further develop, information, materials and technology ("Developmental Knowledge"). Freedom shall retain all ownership rights in and to the Developmental Knowledge. Notwithstanding the foregoing, the Customer will own a non-exclusive, world-wide royalty-free licence in relation to the object code of the Developmental Knowledge to use, copy, and authorise others to use such Developmental Knowledge in connection with the Services for which such material was delivered.
- 6.3 Use of Knowledge. The Customer agrees that Freedom are free and fully entitled to use and incorporate in other products and services any information, materials or technology that is included in, or is provided, used or disclosed by either party to the other in connection with the Services or the resulting variations or additions to any Licensed Software, which can be used by Freedom (and/or licensed to third parties) without obtaining any further licence from, or making any payments to, the Customer.

➤ 7. Warranty

- Freedom warrants that all employees assigned to the Customer under this Agreement shall be qualified personnel. Freedom further warrants that the Services will be performed in a professional and workmanlike manner.

➤ 8. Site Preparation, Access & Installation

- 8.1 If Equipment is to be installed at a Site to enable Freedom to supply it duties under the Statement of Works, 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; 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 who produces a valid identity card and proof of authorisation from Freedom such access to the Sites as is reasonably necessary for Freedom or Freedom’s representative to perform maintenance and installation of Equipment and to carry out its obligations in this Agreement, including access to any utilities and power supplies that a Freedom Representative may reasonably require;
 - e) provide a safe working environment for Freedom’s Representative at the Site;
- 8.2 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.
- 8.3 Freedom will normally only require access to the Site during the working hours set out in clause 8.2 of these Terms, but may, on reasonable notice, require the Customer to provide access at other times.
- 8.4 The Customer will notify Freedom immediately if any limitation to reasonable access to the Equipment or Site is likely to occur. Freedom may charge the Customer for any costs or expenses incurred as a result of Freedom Representatives being unable to access the Site at the agreed time. The Charges may include the payment of Charges for the Services as if they had commenced, irrespective of whether that is the case.
- 8.5 Freedom will not be liable for any breach of this Agreement 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.
- 8.6 Freedom shall have no liability for faults arising in the Equipment or any interruption in the provision of Services.
- 8.7 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.
- 8.8 Freedom Representatives accessing the Customer’s premises will comply with all relevant applicable laws relating to health and safety.
- 8.9 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.
- 8.10 This clause 9 shall apply following termination of the Agreement to the extent required for Freedom to disconnect and remove any Equipment from the premises.

➤ 9. Termination

- 9.1 Freedom may terminate the supply of Professional Services without any liability if the Customer does not comply with clause 5 of these Professional Services Terms.
- 9.2 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.

➤ 9.3 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.

➤ 9.4 Termination Charges will be payable where a Service specified on an Active Support Order governed by these Service Schedule Terms is terminated by the Customer without grounds of fault on the part of Freedom before expiry of the Minimum Term. The Customer will be liable to pay Termination Charges as liquidated damages for the amount to cover Freedom's investment in providing the Services which shall be calculated as follows:

£Annual Charge / 12 X by the number of months remaining in the Minimum Term as at the date of termination

The Customer acknowledges that the Termination Charges represent a genuine pre-estimate of the loss suffered by Freedom due to early termination, having regard to the overall commercial deal between the parties, and that the Termination Charges do not represent a penalty.

➤ 10. Law & Jurisdiction

➤ 10.1 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 – Developmental Knowledge
1.2	July 2015	Ali McGregor	Minor Amendments & Branding update

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End-to-End Unified Communications

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



Unified Communications -

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



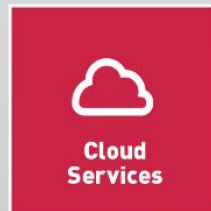
Skype for Business

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



Data Networking

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



Cloud Services

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



Network Services

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



Active Support -

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

Freedom Partnerships

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

Microsoft



Gamma

Alcatel-Lucent



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