

Schedule 2: Professional Services

1. INTERPRETATION

- 1.1 Except as defined in this Schedule 2, capitalised terms shall have the meanings given to them in the DEFINITIONS SCHEDULE.
- 1.2 To the extent applicable to the supply of Goods, in the event of conflict with the terms of this Schedule 2 and the Agreement, the provisions in this Schedule 2 shall take precedence and in the event of a conflict with the terms of this Schedule 2 and Order Form, the provisions of Order Form shall take precedence over this Schedule 2.

2. IMPLEMENTATION SERVICES

- 2.1 Installation Services will be undertaken by accredited personal who will install and configure hardware and software as laid out in the Order Form and the Statement of Works.
- 2.2 Project Management will meet the requirements and responsibilities as set out in the Order Form and the Statement of Works. An individual Project Manager will be allocated to a project following acceptance of the Order Form.
- 2.3 Smaller projects will be managed by a Project Coordinator. Project Coordination provides remote basic project management and support to the project manager as set out in the Order Form and the Statement of Works.
- 2.4 Consultancy services will be described in the Order Form and the Statement of Works.
- 2.5 Training services will be set out in the Order Form and the Statement of Works.

3. CHARGES FOR PROFESSIONAL SERVICES

- 3.1 All Charges, billing frequencies, and milestones relating to the Professional Services shall be set out in the Order Form.
- 3.2 Where Professional Services are provided on a fixed price basis:
 - 3.2.1 the balance of the Order value of any Professional Services will be invoiced as set out in the Order Form;
 - 3.2.2 Cancellation or rescheduling by the Customer of any services set out in the Scope of Work will incur Additional Charges.
- 3.3 Where the Professional Services are provided on a time-and-materials basis:
 - 3.3.1 FourNet's standard daily rates are calculated on the basis of a Business Day;
 - 3.3.2 FourNet shall be entitled to charge at an overtime rate of 150% of the normal rate for time worked by members of the project team outside of a Business Day and on Saturdays and 200% of the normal rate on Sundays and public holidays;
 - 3.3.3 FourNet shall invoice the Customer as set out in the Order Form for its charges for time, expenses, and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this paragraph 3.3. Each invoice shall set out the time spent by each member of the project team and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.
- 3.4 All payments payable to FourNet for Professional Services shall become due immediately on termination of this Agreement, despite any other provision.
- 3.5 If the Customer wishes to reschedule the dates for the provision of the Services, FourNet will use reasonable endeavours to re-assign allocated resources to other customers. If such re-assignment is not possible and the Customer has not provided more than fourteen (14) days advance written notice, then unless otherwise stated in the applicable Order Form, the Customer shall be liable to pay the following cancellation charges in the form of damages

("Cancellation Charges") relating to this action, in addition to any specific costs relating to cancelling pre-booked travel arrangements and to unpaid Charges (if any) for any Services work that has been performed:

- 3.5.1 if dates are changed at the Customer's request more than fourteen (14) days before the scheduled start date Cancellation Charges equivalent to 25% of the Charges for the Professional Services to be provided are payable;
 - 3.5.2 if dates are changed or cancelled between seven (7) days and fourteen (14) days before the scheduled start date Cancellation Charges equivalent to fifty percent (50%) of the Charges for the Professional Services to be provided at that time will be payable;
 - 3.5.3 if dates are changed less than seven (7) days before the scheduled start date Cancellation Charges equivalent to one hundred percent (100%) of Charges for the Professional Services to be provided at that time will be payable.
- 3.6 If the Customer wishes to cancel the Professional Services in whole or in part, forty five (45) days' notice must be given. FourNet will use reasonable endeavours to re-assign and re-allocate resources, however Cancellation Charges may apply up to 100% of the Charges for the Professional Services to be cancelled.
- 3.7 Any Professional Services provided by Third Party suppliers will incur Cancellation Charges of up to one hundred percent (100%) of Charges for the rescheduling or cancellation of Professional Services.

4. ACCEPTANCE TESTS

- 4.1 FourNet shall notify the Customer when the Service is ready for delivery. Following receipt of such notice, the Customer will promptly carry out the agreed Acceptance Tests for the Service. FourNet will not be liable to meet any Service Levels or to pay any Service Credits (if Service Credits are payable) if the Customer has not:
- 4.1.1 carried out the Acceptance Tests and confirmed acceptance in writing to FourNet; or
 - 4.1.2 notified FourNet in writing that the Service has not passed the Acceptance Tests.
- 4.2 Criteria for User Acceptance Testing must be documented by the Customer and shared with FourNet prior to Testing.
- 4.3 By agreement that the solution has met Acceptance Criteria, the Customer agrees that the solution is ready to go live, as a fully tested and operationally sound system, according to the Customer requirements.

5. EXCUSED PERFORMANCE

- 5.1 FourNet will not be in breach of the Agreement or applicable Order Form, nor legally liable, for any failure or delay to perform any of its obligations under the Order Form or this Agreement (including any of its obligations to meet the Service Levels, if any) if and to the extent that FourNet's failure or delay in performing arises as a result of:
- 5.1.1 Any failure or delay by the Customer to perform any of the Customer's obligations under this Agreement (Customer Default);
 - 5.1.2 Any act or omission other than on the part of FourNet or a subcontractor appointed by it; or
 - 5.1.3 A Regulatory Body restricting or preventing FourNet (or a subcontractor) from supplying the Services.
- 5.2 The Customer shall reimburse FourNet on written demand for any costs, charges, or losses sustained or incurred by FourNet arising directly or indirectly from the Customer Default.

6. CUSTOMER IMPLEMENTATION RESPONSIBILITIES

- 6.1 The Customer will maintain a list of current Administrators and Users and immediately terminate access for any person who ceases to be an authorised Administrator or User;
- 6.2 The Customer will ensure the security and proper use of all valid Administrator and User access profiles, passwords and other system administration information used in connection with the Service and:
 - 6.2.1 inform FourNet immediately if a user identification ("ID") or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - 6.2.2 take all reasonable steps to prevent unauthorised access to the Service;
 - 6.2.3 satisfy FourNet's security checks if a password is lost or forgotten;
 - 6.2.4 establish and manage a process for changing all passwords at least every 90 days;
 - 6.2.5 if requested to do so by FourNet in order to ensure the security or integrity of the Service, or as a result of a security breach, change any or all passwords and/or other system administration information used in connection with the Service;
- 6.3 The Customer will take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software used with or in conjunction with the Service is not infected by viruses and/or logic bombs, worms, trojan horses and any other type of disruptive, destructive or nuisance programs;
- 6.4 The Customer will, unless otherwise agreed with FourNet, add or delete Users for any Application at any time system administration Portals;
- 6.5 Unless otherwise agreed with FourNet, the Customer will manage User level MACDs and configuration changes via the system administration Portals:
 - 6.5.1 provide FourNet with a minimum of 72 hours' notice of any planned changes in the Customer's network environment that may impact the Service;
 - 6.5.2 immediately inform FourNet in writing of any changes to the information the Customer supplied when registering for the Service;
 - 6.5.3 unless otherwise agreed with FourNet, be responsible for adding or deleting Users for any Application at any time via the system administration Portals;
 - 6.5.4 unless otherwise agreed with FourNet, be responsible for managing User level MACDs and configuration changes via the system administration Portals;
 - 6.5.5 ensure that all porting requests contain clear and accurate information. Failure to do so may result in extended lead times and Additional Charges being raised.
- 6.6 The Customer must provide local on-premise all environmental requirements including power, power cords if these are required to be different to those supplied by FourNet (standard UK&I 3-pin), UPS, rack-space and temperature control if identified during the design stage of the project.
- 6.7 During the data capture of technical and functional system information details, Customer assistance must be provided to capture, document and sign off on details such as IP addressing schema, remote access requirements and station configuration through to dial plan and network carrier trunking.
- 6.8 All network configuration must be configured in advance of installation as required by FourNet.
- 6.9 The Customer must provide a layout plan for phones showing desks and other locations as required by FourNet.
- 6.10 Provision of local on-premise patch cabling from structured cabling outlets around the building to user and other desk locations must be available.

- 6.11 The Customer should designate a single point of contact, who has a thorough understanding of the business requirements and technical environment, and who will be authorised to make binding decisions.
- 6.12 The Customer must provide support personnel to assist with the provision of local on-premise LAN as identified during the design stage of the project.
- 6.13 The Customer must ensure all staff are briefed on FourNet requirements and their responsibilities during the project.
- 6.14 The Customer is responsible for the completion of User Acceptance Testing in a timely manner.
- 6.15 The Customer will be required to approve and authorise documentation throughout the project to ensure the availability of resources and agreement of project details.
- 6.16 FourNet requires internet connection to be available during visits to Customer locations.
- 6.17 The Customer will provide IP network resource to be available during all phases of the implementation.
- 6.18 The Customer will keep and make available to FourNet any operating manuals and CDs containing programs or other data supplied with any of the Equipment or interfacing Customer Equipment.

7. FOURNET IMPLEMENTATION RESPONSIBILITIES

- 7.1 Before the Go Live Date and, where applicable, throughout the provision of the Professional Services, FourNet will:
 - 7.1.1 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to FourNet in writing. FourNet will not be liable to the Customer if, as a result of any such compliance, FourNet is in breach of any of its obligations under this Agreement;
 - 7.1.2 provide the Customer with a date on which delivery of the Professional Services (or each part of the Professional Services) is due to start and will use its commercially reasonable endeavours to meet any date;
 - 7.1.3 use its reasonable endeavours to provision the Professional Services by any date agreed with the Customer but will have no liability for a failure to do so;
 - 7.1.4 provide to the Customer copies of (or provide access to if held on a web interface) the documentation necessary for the Customer to access and use the Goods or Service as contemplated by this Agreement;
 - 7.1.5 ensure that any information it provides is complete and accurate;
 - 7.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the receipt of the Services.

8. IMPLEMENTATION LIMITATIONS

- 8.1 If FourNet's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
 - 8.1.1 FourNet shall be relieved from the performance of any of its obligations to the extent the Customer Default prevents or delays FourNet's performance of any of its obligations; and
 - 8.1.2 the Customer shall reimburse FourNet on written demand for any costs, charges or losses sustained or incurred by FourNet arising directly or indirectly from the Customer Default.

- 8.2 FourNet have not included any UPS unless stated in the Order Form.
- 8.3 Unless otherwise stated in the Order Form, the Services do not include the unpacking, building, deployment, wall-mounting, patching or testing of handsets.
- 8.4 Decommissioning or de-installation, and removal of old hardware is not included in the Professional Services unless explicitly stated in the Order Form.
- 8.5 Software and licensing shall only be deployed and installed where explicitly stated in the Order Form.
- 8.6 Any customer deliverables which are not met or completed prior to engineering site visits may be subject to change control and may result in Additional Charges for resource time.
- 8.7 Any changes to the approved Scope of Works will be subject to project change control and may result in Additional Charges.
- 8.8 FourNet will undertake implementation work during Business Hours unless otherwise stated in the Order Form.
- 8.9 Unless otherwise agreed, FourNet will not be responsible for organising, liaising with or managing third parties who are not directly employed to carry out the implementation by FourNet.