

Product Schedule: IT Services Terms and Conditions

This Product Schedule should be read in conjunction with:

- The IT Product Order Agreement ("**Product Order**")
- Arrow Managed Services: Common Service Description ("**Service Description**")
- Arrow Standard Terms and Conditions

Customer Audit means a mandatory service where Arrow assesses the Customer's business IT, software, hardware and systems.

End User means the Customer's client is the user or end user of the Service.

End User Responsibilities means the Customers' responsibilities to communicate to the End User the responsibilities outlined in this agreement with regards to the use and treatment of the Service.

Hardware Adopting Process means Arrow will support the Customers Hardware when the Hardware is deemed Support Ready.

Migration Services means the migration Services provided by Arrow including the migration of all data (to be agreed) provided by the Customer, as recorded in the Agreement.

Parts means IT parts and accessories, including all Parts involved in the repair of the Hardware.

Pay as you go means Arrow provides adhoc services in the absence of a Support Service Agreement (contract) based on a "when available" basis.

Pre-deployment Document means the detailed information provided by Arrow which will require Sign Off and is required by Arrow to deliver the Service.

Sign Off means the Customer's instruction to Arrow to proceed with agreed stages of the Work including what data requires back up as set out in the Agreement.

Support Ready means 'including the Hardware is online (visible to Arrow), functioning, in a workable state to our satisfaction.'

1. **Purpose:** This Product Schedule governs the arrangements between Arrow and the Customer in relation to the provision of IT services to the Customer, as detailed in the Service Description ("**IT Services**") and sets out terms and conditions which are specific to the provision of such IT Services. It is in addition to and subject to Arrow's Standard Terms and Conditions and does not in any way replace them. Capitalised terms used in this Product Schedule have the same meaning as in the Terms and Conditions. Where there is a conflict between the terms of this Product Schedule and the Terms and Conditions, the terms of this Product Schedule shall apply.
2. **General Terms:** The term "**IT Systems**" means such IT Systems as are set out in the Product Order. The term "**Maintained Hardware**" means the hardware or equipment to be maintained under this Product Agreement.
 - 2.1 **Equipment:** All descriptions, drawings and particulars relating to any equipment in any catalogues, brochures, leaflets or other documents are for illustrative purposes only and do not form part of the Product Agreement.
 - 2.2 **Rental Agreements and bizanywhere:** Under Arrow's rental agreements, equipment does not become the Customer's property and the Customer must not sell it or move it without Arrow's permission. The Customer will be responsible for any equipment that is provided by Arrow and must keep it insured for its full replacement value and must return it to Arrow at the end of the term of the Product Agreement complete and in good working order.
 - 2.3 **Software and Maintenance:** Software provided by Arrow in connection with provision of the IT Services is licenced to the Customer, not sold and is provided on the terms of the manufacturer's licence. The terms of the manufacturer will be included as an appendix in this Product Schedule. Other than software installed by Arrow for the purposes of facilitating remote connection and the delivery of the IT Services, all other software used or required by the Customer in relation to the operation of the IT Systems is solely the responsibility of the Customer and the Customer must ensure it has all the appropriate licences.
 - 2.4 The Customer will agree and accept that the terms below shall apply to the relevant product provided by Arrow under the Product Agreement:
<https://www.microsoft.com/licensing/docs/customeragreement>
<https://luware.com/en/agreements/saas/>
 - 2.5 **Current Supplier:** On signature of the Product Order (or, where applicable, acceptance by Arrow of the relevant purchase order), Arrow will facilitate the provision of the IT Services, subject to an on boarding process at Arrow's discretion. Arrow is not liable for any termination fees payable by the Customer to their current supplier, regardless of whether this is in lieu of a notice period or for any other reason.
 - 2.6 **Delivery and Performance:** The Customer accepts that Arrow is dependent upon the manufacturer and supply of equipment and software by third parties and therefore all times or dates given for the delivery of equipment and/or software and for performance of the IT Services are intended to be estimates only and time shall not be of the essence in respect of the same. If no dates are specified, then delivery shall be within a reasonable time. Arrow shall not be liable for any non-delivery of equipment and/or software. Arrow will use all reasonable endeavours to provide the Products and Services as described in the Agreement. Arrow may at any time amend the service for any reason including, but not limited to, technical, legal or business reasons. Arrow reserves the right to sub-contract the services where appropriate. Arrow reserves the right to change a Support and

Maintenance plan in line with the Customer's service usage patterns. The Customer agrees that certain Products will be on a rental basis only and must be returned to Arrow in accordance with Arrow's instructions at the end of the relevant term.

- 2.7 **Minimum term and termination:** Arrow shall provide the IT Services for the minimum period specified within the Product Order, from the date of signature of the Product Order (the "**Minimum Term**") and thereafter until this Product Schedule is terminated in accordance with the terms set forth in this paragraph 2.7 and paragraph 2.8. On expiration of the Minimum Term, the Product Schedule may be terminated by either party for convenience on not less than 3 calendar months' written notice to the other party, subject to paragraph 2.8 below.
- 2.8 **Early Termination:** If the Customer wishes to terminate this Product Schedule prior to the end of the Minimum Term, Arrow reserves the right to invoice the Customer an early termination charge equating to the Charges for the IT Services that would otherwise have been payable up to the end of the Minimum Term. If the Customer ceases to use the Maintained Hardware, the Customer, must as soon as reasonably practicable, give Arrow 3 calendar months' written notice to terminate the Product Schedule in relation to such Maintained Hardware. No refunds will be made by Arrow in respect of upfront charges paid by the Customer for the relevant term.
- 2.9 **Territory:** IT Services shall only be supplied to premises located within the United Kingdom.
- 2.10 **Information:** On request, the Customer shall promptly provide Arrow with the information required to access the maintained equipment, including relevant passwords or other login details. Until this information is provided, Arrow shall not be responsible for failing to meet service levels outlined in the Service Agreement. The Customer is responsible for confirming sign off where applicable including any Pre-Deployment Documents.
- 2.11 **Access:** The Customer shall allow and facilitate for Arrow and its subcontractors such access to the Customer's premises as is appropriate and necessary for the provision of the IT Services. Such access shall include the provision of remote access as required via dial-in, VPN or any other appropriate means to perform remote maintenance. The Customer shall provide Arrow and its subcontractors, at no charge, with such space and electrical power as is reasonably required by Arrow.
- 2.12 **IT System Installation:** Arrow cannot guarantee how any equipment, IT System or Services supplied will work with other equipment, systems or processes already used by the Customer unless a written specification of requirement is included in the IT Product Order. On termination for any reason, Arrow shall not be liable for any charges to reprogram or re-configure the Customer's equipment for subsequent services and shall be entitled to charge the Customer for any such work carried out by Arrow in accordance with paragraph 2.12 below.
- 2.13 **Additional work and modifications:** : All adjustments, repairs, replacements and work other than that provided for in paragraph 3 will be charged at the rates outlined at the time the work is undertaken. Arrow will quote separately for any modifications, additions to, or overhauls requested by the Customer.
- 2.14 **Set-Up:** Times given for the commencement of IT Services are estimates only. Where commencement of any other Product Schedule to which the IT Services relate is delayed, then any relevant dates in this Product Schedule and any associated Product Schedule will be adjusted by the same amount where needed to keep the timing of the original Product Agreements the same.
- 2.15 **Disposal of Hardware:** Unless otherwise agreed, Arrow cannot be held responsible for storing or disposing of any Customer Hardware either during or following completion of the work as described in the Order Confirmation. The Customer is responsible for disposing of the Hardware in a lawful way in line with relevant legislation.
- 2.16 **Backup:** With regard to supplying Backup Monitoring Services, Arrow is only responsible for notifying the Customer of data backup failure if previously agreed and recorded in the Order Confirmation. With regard to any Backup Monitoring Service, Arrow cannot guarantee 100% uptime for this Service.
3. **On-site IT Services:** Arrow will endeavour to repair or correct a fault or defect in the Maintained Hardware provided that the fault has arisen due to normal operating use and/or fair wear and tear of such equipment. The repair will be carried out by making system adjustments or by the supply and installation of replacement parts where necessary in accordance with the defined maintenance schedule as outlined in the IT Support Service Description. Where the Customer has not contracted for maintenance services, Arrow will use its best endeavours to support the Customer on a 'pay as you go' basis at a standard rate per hour.
4. **Remote / Help Desk Services:** Arrow will detect and correct any fault or defect in the Customer's software / operating systems provided that the software is covered under the IT Services and provided that the fault has arisen due to normal operating use. Arrow is permitted to install third party software on the IT System to facilitate the remote connection and delivery of the IT Services to the Customer (and ownership of such third-party software will remain solely with Arrow). If it is deemed by Arrow that a fault cannot be rectified remotely then the Customer will be quoted separately for onsite assistance along with any parts and/or software that may be required. The quotation for this will depend upon the level (Bronze, Silver or Gold) of service contracted. Details of this will be provided in the Service Description.
5. **Response targets:** Response targets quoted are target times for an engineer to respond after a fault is reported by the Customer and are given in good faith only to indicate the speed of service that is typically given. These are outlined in the Service Description. Time is not of the essence in relation to these response times and no guarantee or commitment is given in relation to response times or the time required for resolving incidents.

6. **Pricing:** Arrow reserves the right to increase maintenance charges annually, but any increase will be limited to the annual rate of inflation. Arrow also reserves the right to proportionately increase the maintenance charges as a result of any new hardware or software supplied to the Customer unless otherwise specified by the Customer at the time of order. Therefore, as part of this agreement, the Customer shall be subject to quarterly reviews where Arrow, post review, reserves the right to adjust the Monthly Cost for IT Services.
7. **Replacement Parts:** Where a replacement part is fitted to the Maintained Hardware, the part removed shall become the property of Arrow.
8. **Exclusions:** Any requests for service which are caused by faulty cable or attachment of other equipment, are not covered by this agreement and any work undertaken or such materials used as a result of faulty cabling or attachment of other equipment will be charged to the Customer at Arrow's current hourly rate.
9. **Modifications:** The Customer is responsible for: -
 (a) Ensuring that only materials or supplies approved or supplied by Arrow are used in conjunction with the Maintained Hardware; and
 (b) Ensuring that Arrow is notified in writing wherever any equipment has been moved to a new location. The maintenance charges may be increased if Arrow has no suitable engineering facilities within 50 miles of the new location.
 Arrow will not accept responsibility for any System malfunction which is deemed to have resulted from maintenance, alteration or repair to the Maintained Hardware unless this was carried out by Arrow or persons authorised by Arrow. If this condition is not observed, then Arrow may either terminate the Product Schedule without liability or restore the Maintained Hardware at the cost and expense of the Customer. The Customer will not request or permit anyone other than Arrow to modify or interfere with the services provided unless this has been agreed in writing. Arrow must be kept informed of any upgrades or third parties updating systems or software that may affect the services provided. In the event of discontinuation of service, Arrow is not responsible for renewing services with regard to third party suppliers, this includes purchase and renewal of domain name services. The Customer is responsible for gaining permission to use Intellectual Property not owned by the Customer and takes full responsibility for such undertakings.
10. **Software Support:** Arrow will not accept responsibility for any IT System malfunction which is deemed to have resulted from maintenance or alteration to any 3rd party software, which does not form part of the main operating system. In such case the Customer is responsible for having independent support agreements in place with the relevant software vendor.
11. **Data:** The Customer shall be responsible for keeping full and up-to-date secure back-up copies of all data and software in accordance with best industry practice. Arrow is not responsible for any loss of Customer data and, without limitation, shall not be liable for any failure due to the Customer not abiding to the terms of this clause or for any failure deemed to result from malicious or fraudulent attack or viruses. Customers who are using BaaS (Backup as a Service) provided by Arrow will be subject to the terms of that Product Agreement.
12. **Indemnity:** The Customer shall indemnify Arrow against all Losses incurred by Arrow in connection from claims by third parties arising from the Customer's use of equipment, software, network configuration or systems supplied by others, or any factors outside Arrow's reasonable control.
13. **Hours of Service:** These are common for all Product Agreements:

Day	From	To
Monday	8:00am	6:00pm
Tuesday	8:00am	6:00pm
Wednesday	8:00am	6:00pm
Thursday	8:00am	6:00pm
Friday	8:00am	6:00pm
Saturday	No Service	No Service
Sunday	No Service	No Service
Bank Holidays	No Service	No Service

14. **Out of Hours:** Where possible Arrow will endeavour to provide a service that does not disrupt the Customer during the hours of service listed in Clause 13. To this end and at Arrow's discretion, some work (to a maximum of 4 hours in any one instance) may take place out of hours. Significant out of hours work will be subject to a quotation from Arrow and subsequent approval from the Customer. Significant out of hours work will be an instance in excess of 4 hours. The out of hours work will not be completed until Arrow has received Customer approval.
15. **Contact Details:** These are listed below. The preferred method of contact is via email. You will automatically receive a response and a unique reference number.
 Telephone Number: 0330 4404448
 Email address: technical@arrowcommunications.co.uk
16. **On Boarding Process:** During the first 30 days of this Product Schedule the Customer will be subject to the on boarding process (Clause 2.4). The commencement of this Product Schedule is the date on the signed Product Order. During the on boarding process the Customer may use the IT Services, but resolution of faults will be on a reasonable endeavour basis only. The Customer will be notified when the on boarding process has been completed. If appropriate the Service

Description will be amended to reflect any material changes identified in the on boarding process. In the event that the identified material changes are unable to be met or fulfilled by Arrow, Arrow may terminate the Product Schedule upon 10 days' written notice to the Customer without any further liability on the part of Arrow.

17. **Warranty and Repair Services:** All Products supplied by Arrow will be covered by the manufacturer's standard warranty provisions but such warranty terms will be invalidated if you or a third party tamper with or work on the Products in any way. For the avoidance of doubt, Arrow shall not be responsible nor liable for any compatibility issues relating to any Parts not supplied by us where we were not consulted or where we were consulted but our advice was not heeded and acted upon. Parts are not covered by the Support and Maintenance Plan only the labour. In the event that the Parts are not performing to the manufacturers guaranteed specifications, the parts maybe inspected and the issue referred to the manufacturer subject to the manufacturer's terms and conditions. With regard to repairs, Arrow charge a standard hourly rate for services, as fully described in the Agreement. Following delivery of the Product and full payment having been made to Arrow, the Customer shall own the Products (with the exception of Bundles Services); should the Products subsequently either suffer damage or require repair not covered by the Warranty or the Support and Maintenance Service, the incident should be treated as an insurance issue.

MS Teams Direct Routing

1. All charges in relation to the Services not listed in the Product Agreement will be charged as per our current tariff as published from time to time. For the purposes of this clause 1, the following peak/off peak times will apply:

Peak = Monday to Friday 08:00 to 18:00

Off Peak = Monday to Friday 18:00 to 08:00, Weekend = Saturday 00:00 to Sunday 23:59
2. All calls are charged per second with a 1p minimum call charges apart from some non-geographic numbers, directory enquiry services and ISDN services.
3. Free mobile calls will only apply to Agreements on a minimum 36-month term.
4. A call set up fee may apply to certain non-geographic or directory enquiry services.
 - a. The total number of calls per Direct Routing user/channel from an endpoint shall not exceed 2,000 minutes per month to 01/02/03 terminations. Any MS Teams endpoints that exceed this aggregate amount will be subject to a per minute price for the total volume of calls generated from that endpoint according to the standard Arrow rate card. In addition, calls to numbers beginning 03 shall not exceed 15% of the total calls on that channel.
 - b. The total number of mobile calls per Direct Routing user/channel from an endpoint shall not exceed 2,000 minutes per month to UK mobile destinations. The eligible mobile networks are Vodafone, O2, EE and Three. Any MS Teams endpoints that exceed this aggregate amount will be subject to a per minute price for the total volume of calls generated from that endpoint according to the standard Arrow rate card.
 - c. Calls to 084/087/118/09 numbers will incur an access charge for the initial minute or part minute and in one-minute increments thereafter, in addition to the service charge cost of the call.
5. The Customer is responsible for the configuration and ongoing support of their Microsoft 365 tenant, any connectivity and network infrastructure unless some or all these elements are supplied by Arrow. In the case of a fault, the Customer must liaise with the relevant provider of the associated service.
6. Phone system pairing means Arrow will assist with associating the customer O365 tenant to our Direct Routing service only.
7. Phone system configuration means any configuration of the Telephony features in Microsoft Teams including but not limited to DDI mapping, call flows, call queues, hunt groups etc and any PowerShell scripting is the sole responsibility of the customer (unless these services are obtained from Arrow).

Qunify - Call2Teams

1. **Use of Voice Platform Service Offerings.** The Customer may enable any Authorised User to access and use, the Voice Platform Service Offerings in accordance with this Agreement.
2. **Customer Identification.** Arrow will issue a secure login to access the Voice Platform Services. The Customer is solely responsible for ensuring the security and confidentiality of the Customer Identification. The Customer acknowledges that it is fully responsible for all liabilities incurred through the use of the Customer Identification and all activities that occur through the use of the Customer Identification. The Customer will immediately notify Arrow of any unauthorised use of the Customer Identification or any other breach of security known to it.
3. **Authorised Users.** To access and use the Voice Platform Services, the Customer's Authorised Users must create a user account associated with a valid e-mail address.



4. **Changes to Voice Platform Service Offerings.** Qunifi may change any of the Voice Platform Service Offerings (including the Voice Platform Service Offerings as a whole) or change or remove features or functionality of the Voice Platform Service Offerings from time to time. Arrow will provide the Customer reasonable notice of any discontinuation of any material element of the Voice Platform Service Offerings.
5. **Licences** - Subject to the terms and conditions of this Schedule, Arrow hereby grants the Customer a limited, non-exclusive, non-transferable license during the Voice Platform Term to access and use the Voice Platform Service Offerings.
6. The Customer may not use the Voice Platform Service Offerings in any manner or for any purpose other than as expressly permitted by this Schedule. Without limitation of the foregoing, the license granted does not include or authorize: (a) modifying or otherwise making any derivative use of the Voice Platform Service Offerings; (b) using any data mining, robots or similar data gathering or extraction methods; (c) downloading (other than page caching) of any portion of the Voice Platform Service Offerings or any information contained in the Voice Platform Service Offerings; (d) reverse engineering or accessing the Voice Platform Service Offerings to build a competitive product or service; or (e) using the Voice Platform Service Offerings other than for their intended use. The license granted is conditional upon the Customer's continued compliance this Schedule (including, without limitation, its Authorised Users' compliance with the Policies), and will immediately and automatically terminate if the Customer does not comply with any material term or condition of this Agreement.
7. **Other Security and Backup.** The Customer is responsible for maintaining appropriate security, protection and backup of Customer data. Arrow is not responsible for any unauthorised access to, alteration of, or the deletion, destruction, or loss of, or damage to, or failure to store, any Materials or other data that the Customer or any Authorised User submits or uses in connection with the Customer's Calls2Teams account or the Voice Platform Service Offerings (including as a result of the Customer's errors, acts or omissions).
8. **Authorised User Violations.** The Customer is responsible for the use of the Voice Platform Service Offerings by its Authorised Users. The Customer will ensure that all of its Authorised Users comply with Arrow's obligations under this Schedule (including, without limitation, its Authorised Users' compliance with the Policies).
9. All rights, title, and interest in relation to the Service Offerings remain with the third-party software provider, the Customer does not obtain any rights in relation to the service offerings or any related Intellectual Property Rights.
10. In the event of any Unauthorised Use relating to the activities of the Customer or any employees, agents, or representatives of any such entity, Arrow will take all steps reasonably necessary to terminate such Unauthorised Use.
11. Any warranties and indemnity obligations do not apply to any noncompliance resulting from any a) partner furnished items b) use not in accordance with this Agreement c) modifications, damage, misuse or other action of the customer
12. The third-party supplier does not warrant that the service offerings are free from bugs, errors, defects or deficiencies.