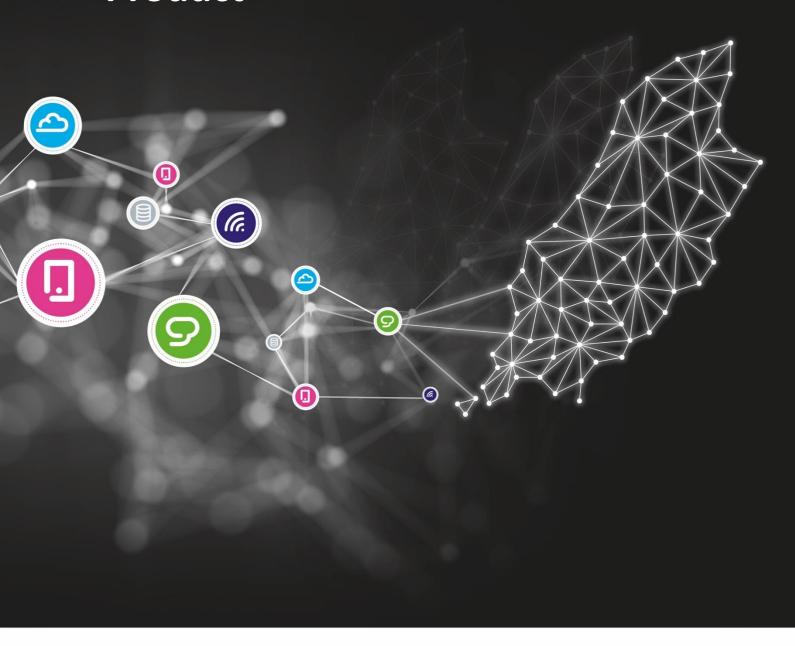
Service Description –

Intelligent Voice Hosted VoIP Product



connectivity o voice • mobile • data centre o cloud o connectivity





















1. INTERPRETATION & ADDITIONAL DEFINITIONS

- 1.1 Unless the context otherwise requires, terms and phrases defined in the General Terms and Conditions and the Services Order Form and the Fees List will have the same meaning when used in this Services Description.
- 1.2 In addition to Paragraph 1.1, the terms and phrases provided below will have the same meanings when used in each of the General Terms and Conditions and the Services Order Form:

"Intelligent Voice" means the service we agree to give you, which includes: a highly resilient carrier grade Voice over IP (VoIP) solution, located in Manx Telecom's data centres and accessible by the Customer via an Internet connection.

"SIP" or Session Initiation Protocol is an Inernet Engineering Task Force (IETF) standard protocol for initiating an interactive user session that involves multimedia elements such as voice, video, chat and gaming.

"we", "us", "our" and "MT" means Manx Telecom Trading Limited.

2. PROVISION OF INTELLIGENT VOICE SERVICES

2.1 Provision & Minimum Period of the Service

MT "Intelligent Voice" is a hosted Voice over IP (VoIP) offering designed to provide full corporate Private Branch Exchange (PBX) functionality without the requirement for a customer premises-based controller. The hardware platform is located in MT's data centres and is managed by MT.

The Customer may choose from two contract terms:

- Contracted 12-month or 36-month options Plus a number of feature bundles which comprise:
- Standalone feature bundles, assigned on a per phone basis
- Optional bolt-on feature packs, only available with the 'Admin' standalone feature bundle
- Several individually-available 'A la Carte' features, only available with the 'Admin' standalone feature bundle

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Customers agree to keep the Service for the Minimum Period as specified on the Services Order form (the "Minimum Period of Service"). A further Minimum Period of Service may apply in respect of each new facility added or changes made to the Services provided by MT to the Customer.

2.2 The Service gives access (via a separately purchased Internet access circuit) to the MT-hosted Broadsoft BroadWorks PBX and "Intelligent Voice" service.

You are responsible for making a separate application for the appropriate Internet access circuit and for complying with the conditions applicable to it. If required you may purchase network equipment such as LAN switches separately from MT.

2.3 You are responsible for providing a suitable PC and any other items of hardware or communications equipment necessary to enable you to access the Service for remote

management of "Intelligent Voice" phones and other endpoints on the customer web portal.

3. Supporting the Intelligent Voice solution

- 3.1 MT agrees to support and maintain the BroadWorks platform such that we endeavour to provide you with the "Intelligent Voice" service as described in the Intelligent Voice Product Description.
- 3.2 MT agrees to support and maintain SIP endpoints rented as part of the "Intelligent Voice" contract and those maintained under a MT support agreement.
- 3.3 MT endeavours to support Computer- and smartphone-based SIP soft-phone client applications rented as part of the "Intelligent Voice" contract, and those maintained under a MT support agreement, only with regard to the related SIP signalling as monitored in MT's core network. We do not support under the "Intelligent Voice"

service the SIP soft-phone application's host device (eg a computer or smartphone) or any malfunction possibly arising from interaction between the SIP soft-phone application and another application, program or operating system on the host device or connected private network.

3.4 SIP devices located outside of the Isle of Man

3.4.1 Any device that is registered to MT's Broadsoft BroadWorks platform under the Intelligent Voice Service that is placed in a location other than the Isle of Man is limited to fault location activities by MT within the MT network and is not covered for any site visit intended to remedy any prevailing fault condition unless through

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a prior and existing agreement with a third party support partner.

3.4.2 In addition to that stated in 3.4.1 above, any device that is registered to MT's Broadsoft BroadWorks platform under the Intelligent Voice Service that is placed in a location other than the Isle of Man, is not rented or sold as a fixed PBX device replacement and breaks out calls into the standard Public Switched Telephone Network from within the MT network is not intended to replace any locally connected telephony system and is unable to make calls to the emergency services in the country of the device's location.

4. Charges and alterations to the Service

- 4.1 You agree to pay all charges for the Service as specified in the Price List.
- 4.2 Unless otherwise specified in the Price List, all charges for the "Intelligent Voice" service are payable in advance.
 - 4.3 Unless the Price List provides otherwise, all charges for the Service are exclusive of Value Added Tax which you must also pay to us.
- 4.4 You agree to pay for the Service by way of your MT monthly bill.
- 4.5 We reserve the right to vary any of the charges for the Service at any time but we will give you 14 days notice before the new charges become effective.
- 4.6 If you wish to alter your "Intelligent Voice" service with additional features or services and you are within an existing 12- or 36-month "Intelligent Voice" contract, the contract expiry date of the additional features or services will coincide with that of the original contract term.
- 4.7 If you wish to alter your "Intelligent Voice" service by ceasing some or all features or services and you are within an existing 12- or 36-month "Intelligent Voice" contract, the expiry date of the original contract term will remain effective for all features and services.

5. Security

5.1 MT employs multiple levels of disparate defences to protect customer information and strictly control network access to the data centre. It is however the responsibility of the customer to ensure that adequate anti-virus software is installed within their local area network.

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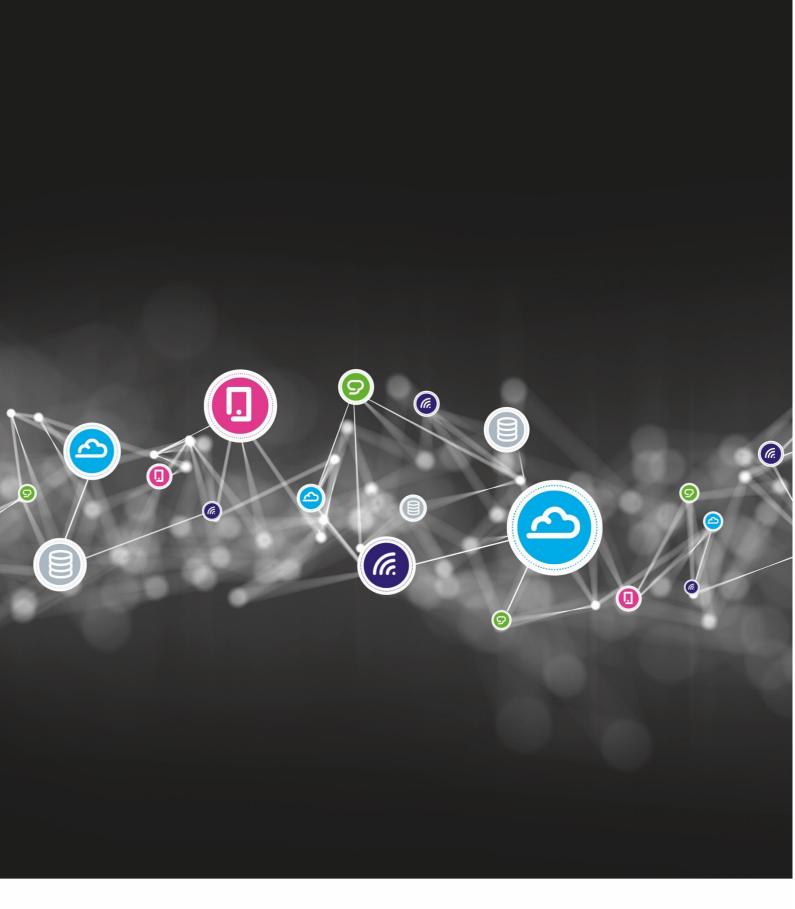






6. Ending the Contract after the Service has been provided

- 6.1 At any time after the "Intelligent Voice" Service has been provided this Service or the provision of any service or facility under it may be ended by:
- a) 1 month's notice from us to you; or
- b) 90 days' notice from you to us once outside any minimum term.
- 6.2 If we give notice you agree to pay the charges for the Service up to the expiry of the notice.
- 6.3 If you give notice you agree to pay charges for the Service until the expiry of the notice. Unless you give notice because we intend to change any of the terms and conditions of this Contract to your detriment, you must also pay the charges due for any remaining part of the Minimum Period of Service.
- 6.4 Notice given by you does not avoid any other liability for the Service already provided.
- 6.5 If we give notice to end the Service under paragraph 6.1 we will repay or credit the appropriate proportion of any charges for the Service which you have paid in advance for a period ending after the notice expires.













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