



## CLOUD STORE & SHARE SERVICE DESCRIPTION

### 1. PRIORITY AND DEFINED TERMS

The priority of this Services Description and its schedules is provided in the General Terms and Conditions. Any capitalised terms utilised in this Service Description or its schedules that are not defined shall have the definitions provided in each Services Order Form and the General Terms and Conditions. In addition to the terms and phrases provided below will have the meaning provided herein:

**“Administration Portal”** means a web-based centralised management console that enables the creation, delivery of file sharing and sync, and mobile collaboration;

**“Agent Software”** means software installed on a client device allowing using all features of the service. If the Installed Agent is not installed the sync functionality will not be available;

**“Cloud Drive”** means the area on the Cloud Store & Share Portal where you can access your files and files shared with other people;

**“Charges”** means the charges listed on the Service Order Form;

**“Customers’ Distribution List”** means a list of employee’s emails that MT may contact in case of issues or to communicate general information about the service;

**“MT”** means Manx Telecom Trading Ltd with registered office at Isle of Man Business Park, Cooil Road, Braddan, Isle of Man, IM99 1HX

**“MT Service Desk”** means dedicated support line that can be reached Monday to Friday between 08h30 to 17h00;

**“Scheduled System Maintenance”** means system maintenance that is not disruptive and allows the Customer to use the Services, although performance may be altered;

**“Service Desk Ticket”** is a file which contains information about support interventions made by technical support staff;

**“Team Portal”** is a webportal where user management takes place;

**“Term Services”** means the term during which the services are to be delivered;

**“User Portal”** means a webportal where users can access the service;

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### 2. DURATION AND TERMINATION

MT shall make the Cloud Store & Share Service available to the Customer from the Service Commencement Date until the expiration of the Term (as defined in the Services Order Form), subject to the termination and suspension rights as set forth in each of the Agreements (as defined the General Terms and Conditions).

The Minimum Term for use of the service is twelve months. At the expiration of the Minimum Term the contract will be automatically renewed for the same duration initially agreed, under the same financial conditions. MT or the Customer can cease the contract with three months written, such notice may be served three month prior to the end of the Minimum Term. Upon cessation of the contract access to the portal will be ceased and all data irreversibly deleted.

### 3. GENERAL DESCRIPTION OF THE SERVICE

Manx Telecom Cloud Store & Share provides Manx Telecom Customers and Resellers with a secure online file storage and exchange platform.

The service includes the following high level functions:

- Secure storage and synchronisation of data across Manx Telecoms multiple Data Centres located in the Isle of Man.
- Remote access to data anywhere using any device.
- Collaboration services the ability to share files and folders with others securely both within and outside of the organisation.
- Security and encryption designed to prevent third-party access to your data.

### 4. LIST AND DEFINITION OF THE SERVICE

#### 4.1 Cloud Store & Share packages

MT offers a range of Cloud Store and Share packages to support variable user quantities and data capacity requirements.

##### 4.1.1 Package Structure

Each package includes a team portal, with a predefined number of users and amount storage. Additional users or additional storage can be added to meet the Customers' requirements.

<b>Example:</b>  <b>Medium Portal (10-39 users)</b>	Team Portal	Included
	Number of users	10 users included
	GB Disk Storage	60 GB included
	24/7 Call Centre Business hours support	Included
	Up to 39 users, up to 1TB Storage	Various Capacity Options
	<b>Fees – for base Team Portal</b>	<b>Monthly Recurring Fee</b>
	<b>Fees – for Add Users or Storage</b>	<b>Monthly Recurring Fee</b>

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### 4.2 Administrator

The Customer administrator can create storage areas, assign them to end-users, define their characteristics and assign storage space.

### 4.3 User

Users connect to the Cloud Store & Share service via a web-browser from where they can access their own Cloud Store & Share drive. Files can be uploaded to, or downloaded from this drive. The drive can also be synchronised automatically to and from local PC or Mac directories using a client installed on the relevant PC or Mac.

### 4.4 Storage

Customer data is stored within the Cloud Store & Share platform at Manx Telecom Data Centres in the Isle of Man.

### 4.5 Data encryption

All data (Browser, workstation/server client, Android and iOS app) is encrypted both in transit and at rest, using enterprise-grade AES-256 (Advanced Encryption Standard) encryption,

At the creation of a new account, the user receives a username and password that needs to be reset at the first connection. The Customer administrator can define a password strength policy to comply with security standards.

### 4.6 Team Portal

The team portal provides network Administrators access to control and to securely manage user access to the platform. Any number of additional Team Portals may be ordered by Administrators to individually control business units or teams.

### 4.7 User Portal

The user portal provides users access to the Cloud Drive sharing and collaborative functions.

### 4.8 Transferring Data to and From Cloud Store & Share

Users should note that the speed of data transfer to and from the Cloud Drive is subject to internet connection type, bandwidth and latency. This is particularly important to note when transferring large data volumes.

### 4.9 Licenses

Licenses for using the service are included in the subscribed portal. MT provides the necessary workstation clients as well as the app for mobile devices for downloading. This software is provided and maintained under license by CTERA Networks Ltd.

By installing this software, the user accepts the relevant licensing conditions applicable to the use of this software. Terms and Conditions can be found online at

<https://www.manxtelecom.com/terms-conditions> and  
<http://www.atera.com/EULA>



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### 4.10 Service limitations

The following are not the responsibility of MT

- Verification of the accuracy of the content stored by users
- Restoration of data deleted or changed by users themselves
- Customer equipment and the management thereof
- Installation of clients/licenses on Customer equipment
- Customer connectivity to the MT Cloud Store and Share Platform
- MT provides no guarantee that the service will always be compatible with Third Party software (apps, etc.)

## 5. CUSTOMER SUPPORT AND SERVICE LEVELS.

MT provides technical support via the MT Service Desk. Customers may contact the MT Service Desk during business hours.

**The following SLA is provided for the service**

Request Type	Description	Response & Time
<b>MAJOR INCIDENT</b>	Effects all users of the platform and there is no workaround immediately available.  Examples: Platform hardware unavailable, users cannot access, store or read files.	<b>Business Hours Support (1 Hour Response)</b> (Mon-Fri 08h30 to 17h00)  Response to Customer request for email or telephone support. Fault will be logged and ticket reference raised.
<b>MEDIUM INCIDENT</b>	Effects one or more individuals, workarounds available.	<b>Business Hours Support (2 Hour Response)</b> (Mon-Fri 08h30 to 17h00)  Response to Customer request for email or telephone support. Fault will be logged and ticket reference raised.
<b>CHANGE REQUEST</b>	Each change request that forms part of a change or update to the Cloud Store & Share Services	<b>Business Hours Support (2 Business Days Response)</b> (Mon-Fri 08h30 to 17h00)  Response to Customer request for email or telephone support. Change will be logged and ticket reference raised.

MT will provide support of the Cloud Store & Share Services between the core business hours of 08h30 and 17h00. Requests for support to be provided outside of these hours will be subject to technical consultancy charges.



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### 6 MANX TELECOM RESPONSIBILITIES

- 6.1** MT is responsible for the availability and management of the Cloud Store and Share platform. Including all storage hardware and software and maintenance.
- 6.2** MT will initially configure a Team Portal, as detailed on the Services Order form.
- 6.3** MT will make every reasonable effort to ensure that the service is secure. MT cannot guarantee or protect against unauthorised use of the services or the telecommunications network. The customer accepts that, in spite of Manx Telecom's best efforts and notwithstanding the use of modern technology, it is not possible to achieve absolute security or to eliminate all possible errors when processing and storing information.
- 6.4** MT does not guarantee the service will be continuously available or free from all errors or faults. Nor that it is compatible with any hardware or software, except as expressly indicated on the MT website and/or the documentation accompanying the service.

Interruptions to the service may be caused by:

- (a) routine maintenance of the Service (whether scheduled or not), technical failure of software or hardware, technical failure of telecommunications infrastructure or other technical and non-technical issues beyond the reasonable control of MT.
  - (b) changes and upgrades to the Service due to a change of hardware of software element on the MT Cloud Store & Share platform or its associated software and customer software agents.
- 6.5** MT personnel will provide a response to a Service outage as detailed in Section 5 and will endeavour to return the service to normal operation as soon as is reasonably practical. As far as possible MT will provide notification of an outage by email to the Customers' Administrator.
- 6.6** Wherever possible, MT will notify Customer in good time of any service interruptions that may be required to repair faults, conduct maintenance work, or to install new software or systems. MT will at all times endeavour to ensure any such interruption to the Service is as brief as possible
- 6.7** All incidents and service requests reported to the MT Service Desk will result in a Service Desk ticket.

### 7 CUSTOMER RESPONSIBILITY AND OBLIGATION

- 7.1** The Customer agrees to use the Service in accordance with the law, morals, good customs and to refrain from using the service for illegal purposes, prohibited in the General Terms and Conditions, prejudicial to the rights and interest of others, or in any way damage, disable or impair the services, the computers of other Customers or other Internet users (hardware and software), as well as documents, files and all kind of content stored on their computers (hacking).
- 7.2** Customers are obliged to refrain from any use that may; violate any legal regulations or the right of third parties (e.g. third party copyrights), damage the Service or Service infrastructure, adversely affect Service availability or have a negative impact on the image or reputation of MT. In particular, Customers are NOT permitted ,under any circumstances, to use MT infrastructure for the following purposes:
- To initiate or store data and programs that may be used to perform an unauthorised intrusion into any third-party computer system (hacking)

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- To adversely impact Third-Party computer systems by sending or forwarding data streams and/or e-mails (spamming or email bombing)
  - To initiate or store data and programs capable of searching and scanning for open ports on computer systems (port scanning) with the intention of causing disruption or impact to MT or other Third Party computer systems
  - To initiate or store data and programs capable of being used for the falsification of IP addressing, falsification of email address and news headers or for the spreading of viruses
- 7.3** Should MT suspect or receive notification that a Customer or Reseller may be acting illegally or in breach of contract, in particular in the event of improper use of the service, MT may, without warning or compensation; block or restrict access to the service immediately, change or cease provision of its services, urge the Customer to use the service in a legal and contractually appropriate manner, terminate the agreement and or inform the relevant authorities. MT may also demand compensation and or indemnity against other possible Third Party claims.
- 7.4** The Customer agrees and authorises MT to use the contact details as listed for the Customers Administrator or its user distribution list to communicate with them and to send messages regarding technical or operational information about the Cloud Storage & Share Service.
- 7.5** In connection with access to the service, the Customer assumes the following obligations:
- 7.5.1 The credential for access to the service will be assigned during the registration process of the Customer, wherein :
- The identifier (login) access will be the user email; the password is set by the user during the activation process. These credentials may be changed by the user under their responsibility.
- The Customer agrees to make diligent use of their access credentials and keep their password and usernames secure. In any case the Customer is liable for the misuse of the Service by any third party using its credentials.
- 7.5.2 The access to the service requires an internet connection and supported Internet Browser. A list supported of Internet Browser will be available on the MT website Store and Share area.
- 7.5.3 The Agent Software which can be is downloaded from the Administration Portal. The equipment required for the installation of the service is indicated on the MT website Store and Share area.
- 7.6** To ensure best use of the service, The Customer should refer to the user guides, frequently asked questions and other web based training materials offered by MT and available within the MT website Store and Share area.

## **8 CHARGES AND CHANGES TO THE SERVICE**

- 8.1 The Customer agrees to pay all charges for the Service as specified on the Service Order Form.
- 8.2 The payment obligation begins at the start of operation or at the end of Trial period. The payment obligation applies even if the service has been activated by MT but cannot be used yet by the Customer due to delays for which MT is not responsible.
- 8.2 Unless stated on the Services Order Form all charges for the Service are exclusive of Value Added Tax.

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- 8.3 The Customer agrees to pay for the Services which will be added to the customer's monthly MT bill and collected in the same manner.
- 8.4 MT reserves the right to vary any charges for the Service at any time. MT will provide the Customer one months' notice prior to any new charges becoming effective. Should the Customer not wish to continue the service following advice of the new rates, The Customer may unilaterally terminate the Service with a months' notice and before the new charges are applied to their account.

### 9 CHANGES

MT reserves the right to change this Service Description at any time. MT will notify the Customer of the date on which the amended Service Description will enter into force.