Services Description – Intelligent Voice Hosted VoIP



connectivity voice mobile data centre cloud connectivity

m:business

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:

"Approved" means approved by Manx Telecom Trading Limited for use in conjunction with the Intelligent Voice service as defined within this Services Description;

"BroadWorks" means the platform of servers running the applications and services that make up the Intelligent Voice service;

"Call Recording Service" means a hosted call recording platform running software by Dubber Inc. and located in the Amazon Web Services Cloud

"Essential Feature Pack" means a package of PBX features allowing a single User limited predefined PBX functionality and intended for such use as a guest or courtesy phone;

"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;

"Manx Telecom Retail" means the function within Manx Telecom Trading Limited that is responsible for the sale of all services under the Manx Telecom name to You, the customer;

"Office Feature Pack" means a package of PBX features allowing a single User predefined PBX functionality;

"Service" means the Intelligent Voice service as defined within this Services Description;

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

"User" means a SIP endpoint, assigned with a direct dial-in telephone number for use with the Intelligent Voice service, such as a telephone or computer-based soft client application;

"We", **"Us"**, **"Our"** and **"MT"** means Manx Telecom Trading Limited;

"You" and **"Your"** means the Customer as identified in the associated Services Order Form for Intelligent Voice.

"PSTN" means Manx Telecom's Public Switched Telephone Network

"Webex", **"Webex App"** or **"Webex for Broadworks"** means the Cisco Webex app used to provide software-based telephone and messaging services offered as additional services to users

1.3 We reserve the right to make changes to this document from time to time. At all times, the controlling version is the one available on the Manx Telecom website.

PROVISION OF INTELLIGENT VOICE SERVICES

2.1 Provision & Minimum Period of the Service

2.1.1 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 an MT's data centre and is managed by MT.
The Customer may choose:

- Contract term;
- Phone-inclusive User bundles
- Feature packs and phones

- Bolt-on features (only available with the Office Feature Pack)
- One call tariff per concurrent external call that is required

2.2 Call Recording

2.2.1 Customers of the Intelligent Voice Service may optionally purchase, on a per-User basis, hosted call recording.

2.2.2 The Call Recording Service is based on a monthly recurring fee.

2.2.3 The Call Recording Service is located in the Amazon Web Services Cloud.

2.2.4 All recordings are stored in the Amazon Web Services Cloud.

2.2.5 The Customer may manually download their recordings for local archival.

2.2.6 All recordings, timestamps and associated metadata are encrypted by the AES-256 bit cipher to prevent unauthorised playback, deletion or any other act intended to tamper with a recording.

2.2.7 Customers may elect to discontinue the recording of any or all Users at any time by contacting Manx Telecom Sales with the option to:

2.2.7(a) have all recordings deleted from the Call Recording Service,

2.2.7(b) retain all recordings in the Call Recording Service with the continued ability to replay and download, for a monthly fee set at 50% of that originally charged for the full recording service for those Users,

2.2.7(c) delete all recordings of some Users, retain the recordings of some Users while discontinuing to record further calls involving those Users and retain the full recording and playback facility of other Users.

2.2.8 There is no limit to the number of minutes recorded each month, however the Call Recording Service is subject to a fair use policy. We consider Your use of the Call Recording Service unreasonable if You use it in a manner other than that for which it was intended and

will contact you to discuss should We deem your usage to be unreasonable. The following are examples of use which We consider unreasonable and a breach of this fair use policy. This is not intended to be an exhaustive list:

2.2.8(a) Your use of the Call Recording Service causes significant congestion, disruption or otherwise adversely affects Our or a third-party's network;

2.2.8(b) Your use of the Call Recording Service adversely affects any person's access to Our network and/or use of the Call recording Service;

2.2.8(c) You use the Call Recording service in a way which could not be reasonably regarded as ordinary business use;

2.2.8(d) Use of the Call Recording Service to wholesale supply any other service

2.2.8(e) You set up devices or software to overcome the subscription and/or pricing charges

2.3 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.

2.4 The Service gives access (via a separately purchased compatible Internet access circuit - see clause 2.8) to the MT-hosted Broadsoft BroadWorks PBX and Intelligent Voice service.

2.5 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.

2.6 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.

2.7 Call recording is not possible with Webex only calls, or Webex meetings, where the Manx Telecom PSTN network is not used

2.8 The service is not accessible over mobile broadband connections

3. DELIVERY OF THE INTELLIGENT VOICE SERVICE OVER CIRCUITS OTHER THAN THOSE SUPPLIED BY MANX TELECOM RETAIL

3.1 Intelligent Voice has been designed for optimal performance when delivered over a Manx Telecom Retail Internet service which uses the shortest path possible between your phone, the Broadworks Platform and the wider public telephone network. While you may choose to have the Service delivered over a different broadband provider, due to the nature of how and where different providers interconnect with MT, it is much more likely that you will experience a lower level of voice quality giving a poorer overall experience.

3.1.1 Intelligent Voice is not supported over satellite Broaband services

3.2 If you choose to have the Intelligent Voice service delivered over a broadband circuit provided by any provider other than Manx Telecom Retail, any associated Service Care Level that has been purchased is only applicable to the performance of the individual phone, or other hardware device, that the Service Care Level is associated to, and in accordance with the relevant Manx Telecom Service Order Form.

3.3 If your Intelligent Voice service is delivered over a broadband service from a provider other than Manx Telecom Retail and you experience a fault that is affecting more than one phone it is strongly recommended that you contact your Broadband provider in the first instance.

3.4 Intelligent Voice may not be accessed over any other ethernet private circuit service other than that provided by Manx Telecom Retail.

4. SUPPORTING THE INTELLIGENT VOICE SERVICE

4.1 MT agrees to support and maintain the BroadWorks platform such that We endeavour to provide You with the Intelligent Voice service as described in this Services Description and according to the associated Services Order Form which has been signed by approved representatives of both the Customer and MT.

4.2 MT agrees to support and maintain SIP endpoints rented as part of the Intelligent Voice contract and those maintained under a MT support agreement whilst you are within the

contract term.

4.2.1 If a SIP endpoint device experiences a failure that we cannot remedy within the contract term, where possible we will replace this with the same model free of charge but in certain circumstances, We reserve the right to replace with a different model

4.2.2 If a SIP endpoint device experiences a failure outside of the contract term the Customer will be required to sign a new contract to qualify for a new replacement device.

4.2.3 SIP endpoint devices, where rented or purchased outright, which are withdrawn from new sale in our portfolio may still be used on the Broadworks platform whilst still supported by the manufacturer. Where a SIP endpoint device is no longer supported by the manufacturer, we reserve the right to withdraw support for this device on the Broadworks platform and will contact you to advise when support will be withdrawn:

(i) We will contact you a minimum of 30 days before support for the device is removed from the platform

(ii) If you are within the contract term we will replace this as described in clause 4.2.1

(iii) Where a device is rented, if you are outside the contract term you will be required to sign a new contract to qualify for a replacement device. If a device is purchased outright you can choose to purchase, or rent, a new device from the current portfolio

(iv) If you do not arrange to replace a device by the time we withdraw support this will cease to function, and you may still be charged

4.3 MT supports Approved computer- and smart phone-based SIP soft phone client Applications (currently Webex only) when used as part of the Intelligent Voice Service only with regard to their correct configuration on the BroadWorks platform. We do not support under the Intelligent Voice Service the correct operation or function of the SIP soft phone application, the soft phone's host device (eg a computer or smart phone) or any malfunction arising from any interaction between the SIP soft phone application and another application,

program or operating system on the host device or connected network, howsoever caused.

4.4 SIP devices located outside the Isle of Man

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

4.4.2 In addition to that stated in 4.4.1 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 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.

4.4.3 You can relocate your Intelligent Voice desk phone within the Isle of Man and still access the Emergency Services; however it is essential that you update its location information within the Broadsoft user-admin portal, or by informing Manx Telecom. This does not apply to 'nomadic' devices such as Webex on a mobile or laptop computer as it is not feasible to continually update your location information

4.5 Only devices purchased or rented from us can be configured for use on the Intelligent Voice platform.

5. CHARGES AND ALTERATIONS TO THE SERVICE

5.1 You agree to pay all charges for the Service as specified in the Price List.

5.2 Unless otherwise specified in the Price List, all charges for the "Intelligent Voice" service are payable in advance.

5.3 Unless the Price List provides otherwise, all charges for the Service are exclusive of Value Added Tax which You must also pay to us.

5.4 You agree to pay for the Service by way of Your MT monthly bill.

5.5 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 any new charges become effective.

5.6 If You wish to alter Your Intelligent Voice service with additional features or services and You are within an existing 12, 36, or 60-month Intelligent Voice contract, the contract expiry date of the additional features or services will coincide with that of the original contract term.

5.7 If You wish to alter Your Intelligent Voice service by ceasing some or all features or services and You are within an existing 12, 36, or 60-month "Intelligent Voice" contract, the expiry date of the original contract term will remain effective for all features and services.

6. SECURITY

6.1 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.

6.2 Where the Webex App is used, it is the responsibility of the Customer to ensure adequate security features are enabled on each device Webex is installed to prevent unauthorised use or call charges when the device is unattended.

7. ENDING THE CONTRACT AFTER THE SERVICE HAS BEEN PROVIDED

7.1 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:

7.1(a) 1 month's notice from Us to You; or

7.1(b) 90 days' notice from You to Us once outside any minimum term.

7.2 If We give notice You agree to pay the charges for the Service up to the expiry of the notice.

7.3 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.

7.4 Notice given by You does not avoid any other liability for the Service already provided.

7.5 If We give notice to end the Service under paragraph 7.1 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.

8 SERVICE CARE LEVELS

8.1 For information on our service levels please refer to our description of Service Care Levels that can be found on our web site www.manxtelecom.com/terms

8.2 Faults logged for issues with the Webex App will be treated on a 'best endeavours' approach and no resolution time can be guaranteed



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