

Terms and Conditions

Cloud Business in a Box

1. INTRODUCTION

These specific terms and conditions ("Service Specific Terms") along with the General T&Cs (Business) apply in relation to the provision of the Service by Etisalat to the Customer, in addition to other constituent parts of the Agreement between Etisalat and the Customer.

2. DEFINITIONS

- a. "Agreement" means the entire contractual agreement between Etisalat and the Customer in respect of the Service, comprising its constituent parts listed in Clause 2.1 of the General T&Cs (Business), including these Service Specific Terms.
- b. "Downgrade Charge" means a charge calculated in the event of a downgrade from a higher speed package to a lower speed package as per Clause 11.
- c. "General T&Cs (Business)" means Etisalat's general terms and conditions for business products and services which are published on Etisalat's website and are available through the other communication channels referred to in Clause 34 of the General T&Cs (Business).
- d. "Minimum Term" has the meaning given to it in Clause 4(b).
- e. "Service" means the Cloud Business in a Box and any of the corresponding service packages, further detailed in Clause 3 herein.
- f. "Cloud Firewall" means a cloud-based firewall which is a network protection service to protect Customer's resources and assets from various security threats/attacks arising from the connection to Internet or within the IP VPN base network of the Customer.
- g. "Managed Device" means a Wi-Fi access point or a Managed Business Device as defined in Clause 2(i) herein below, provided by Etisalat as part of the Service.
- h. "Managed Wi-Fi Service" means a cloud Wi-Fi solution described in Clause 3(g).
- i. "Managed Business Device" means managed laptop, managed tablet or managed smartphone as described in Clause 3(h).
- j. "Fulfillment Partner" refers to a contractor engaged by Etisalat to handle the installation, configuration change requests and troubleshooting.

3. SERVICE DESCRIPTION

- 3.1 The Cloud Business in a Box service is an ICT solution for business customers offering a converged solution for a unified communications based telephony service ("UC Voice Service"), fixed line broadband internet ("High Speed Internet") with a virtual customer premise equipment ("vCPE"), Cloud Firewall (depending on the subscribed package) and Managed Devices.
- 3.2 The Service requires that a Customer subscribes to at least one (1) High Speed Internet line and one (1) voice line or connection of the UC Voice Service.
- 3.3 The Service includes Domain Name, Web Hosting (including Web Storage), Email Hosting and basic Internet security.
- 3.4 The Service packages vary depending on the bandwidth options for the High Speed Internet and on the number of voice lines and types of voice packages for the UC Voice Service as defined in the Service application form. The maximum number of voice lines is limited to two hundred (200) per site. For more than four (4) Voice Lines and up to a maximum of two hundred (200), the addition of a switch is required. The Customer may use any switch or may separately apply to Etisalat for the provision of additional switch(es) as an additional product, not forming part of the Service, described in Clause 10 under heading "Additional Switches".

3.5 UC Voice Service

- a. The UC Voice Service will be preconfigured for use through Etisalat provided preconfigured fixed line desk-phones. It can also be used (if available in ordered voice package) through computers, laptops, notebooks or smartphones.
- b. The access and the use of the UC Voice Service is granted through an authentication procedure, with user name and password/PIN code, the disclosure of which may allow third parties to use/ mis-use the Services in the name of the User.
- c. For the UC Voice Service, Etisalat assigns to the Customer a number of the UAE National Numbering Plan. For each geographical number requested, the Customer must indicate, the domicile where the number will be used.
- d. Each Voice Line includes 100 flexi minutes for national fixed to mobile usage or international minutes to any International Destination ("ID"), except some black listed ID destinations (View permitted ID destinations at etisalat.ae/biabinternationaldestinations) and an IP phone provided at fees specified in the Service Application Form. Out of bundle charges (beyond flexi minutes) for fixed to mobile national calls will be standard fixed to mobile charges. Out of bundle charges (beyond flexi minutes) for fixed to international calls would be standard 24x7 off-peak fixed to ID charges. All out of bundle usage will be charged on per second billing pulse.

3.6 Cloud Firewall

- a. This is a cloud based solution wherein, the Cloud Firewall is hosted at Etisalat facility without any deployment of firewall devices at the Customer premise. It also includes security subscriptions and one-time automated configuration and ongoing remote support. It offers remote management by the customer on Etisalat portal (<https://businessonline.etisalat.ae>) or remotely by Etisalat call center.
- b. Default configuration of the Cloud Firewall covers the following:
 - Basic interface, zone and IP address configuration (inside and outside)
 - All firewall features provided in the plan
 - Next generation firewall protection for Customer infrastructure
 - Forward and reverse routing for basic internet access for user LAN infrastructure
 - Internet access for firewall
 - Traffic reports
- c. Impact if Customer continues using his existing firewall in parallel
 - Customer can have his own firewall for layer 3 filtering, but next-generation features shall not be enabled as it might lead to faulty functioning.

- Customer shall not perform Network Address Translation (NAT) from private to public.
- d. By using the Service, the Customer also accepts the Forcepoint Subscription Agreement at <https://www.forcepoint.com/legal/forcepoint-subscription-agreement>
 - e. Etisalat will provide login credentials to Etisalat portal, which will allow the Customer to change the configuration of Cloud Firewall. The Customer is solely responsible for any changes he introduces to the configuration of Cloud Firewall.
 - f. Customer acknowledges that Etisalat will consider whoever holding the login credentials and able to log in to the Etisalat Portal, as authenticated person to make configuration changes. Etisalat shall not be held liable for making any other verifications.
 - g. If Customer requires configuration changes, he may carry out the configuration changes online on the Etisalat portal. If the Customer is subscribed to a professional service plan under a separate agreement (such as Etisalat Advanced or Etisalat VIP Plan), he may also reach out to Etisalat contact center by providing Etisalat contact center his login credentials.

3.7 Managed Wi-Fi Service

- a. The Managed Wi-Fi Service is an integrated hardware, software and cloud services solution that is powered by Cisco Meraki (the "Third Party Supplier"). The Managed Wi-Fi Service consists of: (i) a Cisco Meraki Access Point(s) ("Access Point"); and (ii) cloud-managed networking architecture, including a web-based dashboard (the "Dashboard") that enables the Customer to manage the network. To make use of the Managed Wi-Fi Service, the Customer shall be required to agree and sign applicable terms and conditions made available by Cisco Meraki.
- b. The Customer understands and acknowledges that the Wi-Fi performance may vary from site to site and might be affected by concrete structures, wall partitions, steel doors, metallic surfaces, temperature, humidity, environmental factors and other equipment in the Customer's site. Etisalat may recommend the Customer to switch-off the built-in Wi-Fi in Customer's ADSL gateway or router permanently to prevent signal interference and radio frequency pollution at Customer's site.

3.8 Managed Business Devices

- a. Managed Business Device refers to managed laptop/managed smartphone/managed tablet provided by Etisalat to the Customer as part of the Service.
- b. Managed Business Devices provided by Etisalat under the Service are enabled with the device management feature.
- c. The device management feature of these Managed Business Devices allows Etisalat to remotely send notifications on due and outstanding payments and suspend the usage of the Managed Business Device(s) in the event of default in payment of the monthly bill as described in clause 8 (b).

3.9 Domain Name

- a. Etisalat will apply to the relevant regulatory body for the Domain Name on behalf of the Customer, and there will be no additional cost to the Customer for the Domain Name during the Term of the Agreement
- b. Minimum period of hire for the domain is one (1) year.
- c. Etisalat will renew the Domain Name registration on behalf of the Customer on an annual basis, and there will be no additional cost to the Customer for the Domain Name renewal during the Term of the Agreement.
- d. The provision of a Domain Name shall be subject to the applicable rules relating to domain name registration and/or renewal and the procedures and/or rules of the relevant regulatory body applicable from time to time.

3.10 Web Hosting:

As part of the Web Hosting Service, the Customer may be able to set up his own website(s). The Customer will be responsible for any content or material that the Customer or anyone authorized by the Customer agencies in relation to the Customer's website(s) hosting, development, etc. The Customer shall include its contact details (e.g. email address and location address) clearly on its website(s). Etisalat accepts no responsibility or liability whatsoever in relation to any Customer website(s) set up using the Service.

3.11 Email Hosting:

The Email Hosting service is provided subject to a storage quota communicated by Etisalat. Once the Customer meets or exceeds the quota, the incoming emails will be returned to the sender as undeliverable. Etisalat accepts no responsibility or liability whatsoever in relation to the Customer's use of the Email Hosting Service, including the content of any incoming or outgoing emails.

4. COMMENCEMENT & DURATION

- a. The Agreement has a minimum term of One (1) year ("Minimum Term"), which starts on the date on which Etisalat makes the Service available to the Customer ("Activation Date"). Additional Voice Lines have a minimum term of one (1) year (Voice Line Minimum Term), which starts on the date that Etisalat activates the additional Voice Lines following a request by the Customer.
- b. After the expiry of the Minimum Term, the Agreement shall be renewed automatically on a monthly contract basis and terms and conditions will continue to apply to the Service. If, following the completion of the Minimum Term, the Customer does not wish to renew the Agreement on a monthly contract, the Customer may terminate the Agreement in accordance Clause 9 – Termination.
- c. Upgrading bandwidth during and after the Minimum Term is possible without any additional installation Charges. If the Customer downgrades bandwidth during the Minimum Term, the Customer shall be required to pay an appropriate Downgrade Charge in accordance with Clause 11 (Downgrade Charges).
- d. Upgrading or downgrading bandwidth doesn't restart the Minimum Term, except for the cases where there is change in the number of bundled Managed Devices from Customer's existing package to the new package that the customer wishes to subscribe. The monthly rental Charges are calculated on a pro-rata basis from the date at which the bandwidth upgrade or downgrade, as applicable, is actually effected by Etisalat.

6. CHARGES, BILLING & PAYMENT

- a. Please see Clause 12 of the General T&Cs (Business) for the charges, billing and payment provisions that apply to the Service.
- b. The monthly rental Charges shall be calculated on a pro rata basis from the Activation Date until the end of the first billing period. Thereafter, starting from the next billing cycle, the full monthly rental Charge shall be billed monthly in advance.
- c. If the Service is terminated before the completion of any month, the bill covering the final billing period will be calculated on a pro rata basis from the beginning of the month until the date of the Termination of the Service.
- d. The applicable monthly rental Charges shall be billed monthly in advance and any additional out of bundle usage Charges not covered by the applicable monthly rental Charges shall be billed monthly in arrears.

7. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

Please see Clause 13 of the General T&Cs (Business) for the customer credit, advance payment and deposit provisions that apply to the Service.

8. SUSPENSION, DISCONNECTION OR TERMINATION BY ETISALAT

- a. Please see Clause 18 of the General T&Cs (Business) for the provisions governing the suspension, disconnection and termination of the Service or the Agreement by Etisalat.
- b. Managed Business Devices – Temporary Suspension
 - Non Payment: In the event that the Customer defaults in the payments to Etisalat, Etisalat shall temporarily suspend the Managed Business Device from any type of use. The device shall be unsuspended only after the outstanding payments are cleared.
 - Effect of Suspension: Customer will remain liable for all Service rental fees incurred before or during the suspension.
 - Once the payment is cleared, Etisalat may take up to five (5) days to restore the Customer's access to the Managed Business Device Service. Customer may contact Etisalat business care number 8005800 after the payments are made for support on restoring the access.

9. TERMINATION BY THE CUSTOMER

- a. The Customer may terminate the Service, by sending to Etisalat a fifteen (15) days' prior written notice. The Customer acknowledges that, upon receipt of the Customer's termination notice, it may take up to 15 days to terminate the Customer's account.
- b. In the event of termination during the Minimum Term, the Customer shall be obliged to pay an early termination charge to Etisalat, in accordance with the following calculation:
 - I. For High Speed Internet line:
 - The equivalent of one (1) month in monthly rental charges for the High Speed Internet; and
 - Charge for the vCPE provided to the Customer, calculated as: AED 100 X (number of remaining months – 1) of the Minimum Term; and
 - Charges for the Managed Devices provided to the Customer shall be calculated as follows: AED 200 X (number of remaining months – 1) of the Minimum Term of the terminated Managed Device. In the event of multiple Managed Devices, the applicable Charges will be the sum of the calculations for each Managed Device; and
 - Charges for the Switch (if applicable with the Customer's subscribed package) provided to the Customer, calculated as: AED 100 X (number of remaining months – 1) of the Minimum Term.
 - II. For High Speed Internet line:
 - The equivalent of one (1) month in monthly rental charges for the High Speed Internet; and
 - Charge for the vCPE provided to the Customer, calculated as: AED 100 X (number of remaining months – 1) of the Minimum Term; and
 - Charges for the Managed Devices provided to the Customer shall be calculated as follows: AED 200 X (number of remaining months – 1) of the Minimum Term of the terminated Managed Device. In the event of multiple Managed Devices, the applicable Charges will be the sum of the calculations for each Managed Device; and
 - Charges for the Switch (if applicable with the Customer's subscribed package) provided to the Customer, calculated as: AED 100 X (number of remaining months – 1) of the Minimum Term.
 - III. For Voice line
 - The equivalent of one (1) month in monthly rental Charges for each Voice Line; and Charge for the IP Phone provided to the Customer, calculated as: (AED 15 + IP Phone installment) X (number of remaining months – 1) of the Minimum Term. In the event of multiple IP Phones, the applicable Charge shall be the sum of the calculations for each IP Phone.
- c. The early termination charges on additional Voice Lines shall only be applicable if the Customer elects to terminate the Voice Line subscriptions before the end of the Voice Line Minimum Term. For the avoidance of any doubt, the early termination charges on the Voice Lines shall be applied independently of the High Speed Internet subscription. Termination of the Service results in the termination of every additional service such as additional Voice Lines, provision of IP phones, provision of additional switches, domain name, web hosting, email hosting etc.

10. OTHER PROVISIONS

10.1 Installation of Managed Wi-Fi Service – General

- a. Installation, activation, handling of configuration change requests as well as troubleshooting shall be provided by Fulfillment Partner.
- b. Etisalat will coordinate with Customer to obtain all relevant information needed to carry out standard installation and configuration of the Managed Devices.
- c. Customer shall ensure site readiness to ensure no delay occurs for

- installation of the Service. Customer site readiness shall include but not be limited to the internal structured cabling, main power supply, proper ventilation or air conditioning, rack mounting cabinet and the safety environment of all installed Etisalat equipment at the Customer's site.
- d. Delivery and installation of Managed Devices will be carried out within three (3) to five (5) business days from the date the High-Speed Internet is provisioned. Etisalat delivery dates are an estimate based on current lead times. Etisalat will use commercially reasonable efforts to deliver the Managed Devices as agreed between the Parties and specified in the Agreement.
- e. Installation and subsequent relocation/ shifting of the Services shall only be carried out during normal business hours (Sunday to Thursday: 8:00 AM – 2:00 PM / 3:00 PM – 6:00 PM) and shall not be carried out during public holidays.

10.2 Installation for Managed Wi-Fi Service – Service Specific

- a. As part of the Service, Etisalat or Fulfilment Partner will carry out the following installations:
- i. Install the Access Points in scope, including cabling from Access Points to nearest available Ethernet port with an active route to the Internet and trunking of this cable. Installation will cover up to forty (40) meters of Ethernet cable. AC power adapter will be provided for each Access Point. The Customer is required to make available to Etisalat a power outlet for AC adapter. Subject to a separate agreement between the Customer and the Fulfilment Partner, additional cabling or passive work may be charged to the Customer at a cost, which shall be agreed between the Customer and the Fulfilment Partner, depending on the scope of the work required to be carried out. Provided that Etisalat will not be held liable for any legal consequences or liabilities resulting from the agreement to be signed between the Fulfilment Partner and the Customer or due from any act of the Fulfilment Partner.
- ii. Configuration of the Wi-Fi login page, which Etisalat can customize for the Customer. During the installation of the Managed Wi-Fi Solution the Customer can provide Etisalat with images/URL which Etisalat can use to customize the guest Wi-Fi login for the Customer; and
- iii. Setting up of user accounts through which end users identified by the Customer can access a read-only version of the Dashboard.
- b. Customers are entitled to 10 configuration changes per Access Point per month. Any additional configuration and network changes shall be subject to additional charges, which the Customer shall have to negotiate directly with the Fulfilment Partner, and any such additional configuration and network change is subject to a separate agreement between the Customer and the Fulfilment Partner.

10.3 Support for Managed Wi-Fi Service

- a. In the event that a Managed Device (except for the Managed Business Devices) requires replacement during the term of this Agreement, Etisalat will replace the defective device within the next business day without any additional charges, provided that the device has not been altered or modified, in any way whatsoever, or suffered any abuse, misuse or mistreatment by the Customer and that any defects of the device are not attributed to the Customer or any third party.
- b. In the case of onsite hardware failures and upon the Customer's request, Etisalat may carry out an on-site inspection.
- c. The Customer understands that as part of its customer support, Etisalat may require remote access to the Managed Device, any Etisalat Equipment and the Customer-owned equipment. The Customer agrees to provide such remote access as may be required from time to time.
- d. Etisalat will inform the Customer of any of End-Of-Life support or End-Of-Sale for Managed Devices that are no longer manufactured by the Third Party Supplier. All affected models on End-Of-Sale will be supported until the end of the Term. Customers will be notified of the event of End-Of-Life support and upon such notification they shall contact Etisalat to plan and budget to move to more recent Managed Device models.
- e. Where the Managed Device has reached End-Of-Life support during the Term, Etisalat will replace the existing Managed Device at no additional cost.

10.4 Additional Switches

The Customer may purchase additional switches as a separate product, not forming part of the Service. Additional switches have a minimum term of either twenty four (24) months or thirty six (36) months, depending on the Customer's choice, which starts on the date when Etisalat installs the additional switch(es).

10.5 Limitation of Liability

UC Voice Service: Etisalat shall not be liable for malfunctioning or possible defects with the devices provided. Etisalat shall undertake only repair or substitution of these devices that have manufacturing defects. In any case tampering or breakage of the supplied devices by customer will not be covered by Etisalat.

10.6 Cloud Firewall

- a. Etisalat shall not be held liable for the performance of the Cloud Firewall in any case, especially if:
- 1) any new occurrence of intrusion attack/virus patterns,
 - 2) failure to provide detection and mitigation due to attributes which are beyond any reasonable control of Etisalat ,

- 3) degraded performance caused by technical faults of the Customer's network or by configuration changes initiated by the Customer,
 - 4) any faults or defects caused due to a change in the way the Customer uses the Service or any part of it,
- b. Etisalat will do default configuration of the Cloud Firewall based on vendor's best practices and to optimize the performance for the HSI. In case Customer initiates custom configuration, makes configuration changes or adds more devices to its network, performance might degrade. Etisalat shall not be held liable for performance degradation.
- c. Etisalat shall not be liable for any security incident or breach. Etisalat is not responsible for material, data or information contained in any third-party content.
- d. Etisalat disclaims all liability whatsoever, for any loss or unavailability of data howsoever caused including without limitation any non-delivery, misuse/mis-delivery or for any interruption/suspension of the Service or for its contents/accuracy/quality of information made available/received/transmitted.
- e. Any misuse or abuse of the Cloud Firewall and any breach or violation of the terms & conditions of the Agreement shall be at the sole risk and cost of the Customer. The Customer shall indemnify and hold Etisalat harmless from and against any and all claims, liability, losses, damages, costs and expenses incurred by Etisalat resulting directly or indirectly from Customer's breach of the terms and conditions of the Agreement. However, nothing herein shall be taken or understood as either: (i) prohibiting Etisalat or restricting its right to initiate such criminal or civil proceedings as it may deem appropriate against the Customer (ii) restricting Etisalat's right to terminate the Agreement.
- f. The Customer will be solely liable for any loss as a result of negligence on the part of the Customer.
- g. Etisalat would have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Etisalat by the Customer in connection with the Service, or any actions taken by Etisalat at Customer's directives.
- h. Etisalat shall not be liable from any rebates/refund to the Customer on applicable charges should an intrusion attack breach the Customer's network.
- i. Etisalat will not be liable to the Customer in damages or otherwise for the loss or damage occasioned by the total or partial interruption or disconnection of the Cloud Firewall.
- j. In no event shall Etisalat be liable to the other Party or its employees, directors, agents, contractors, customers or any third party for loss of revenue or other economic loss or any indirect, incidental, punitive or consequential loss whether arising under the Agreement/Contract, tort or otherwise.

11. DOWNGRADE CHARGES

Downgrade		To Package					
		100 Mbps	150 Mbps	200 Mbps	300 Mbps	400 Mbps	600 Mbps
From Package	100 Mbps	NA	NA	NA	NA	NA	NA
	150 Mbps	One Month Rent of High Speed Internet + Voice Line	NA	NA	NA	NA	NA
	200 Mbps	One Month Rent of High Speed Internet + Voice Line + AED 200 X (number of remaining months – 1) of the Minimum Term	One Month Rent of High Speed Internet + Voice Line + AED 200 X (number of remaining months – 1) of the Minimum Term	NA	NA	NA	NA
	300 Mbps	One Month Rent of High Speed Internet + Voice Line + AED 200 X (number of remaining months – 1) of the Minimum Term	One Month Rent of High Speed Internet + Voice Line + AED 200 X (number of remaining months – 1) of the Minimum Term	One Month Rent of High Speed Internet + Voice Line	NA	NA	NA
	400 Mbps	One Month Rent of High Speed Internet + Voice Line + AED 200 X (number of remaining months – 1) of the Minimum Term	One Month Rent of High Speed Internet + Voice Line + AED 200 X (number of remaining months – 1) of the Minimum Term	One Month Rent of High Speed Internet + Voice Line	One Month Rent of High Speed Internet + Voice Line	NA	NA
	600 Mbps	One Month Rent of High Speed Internet + Voice Line + AED 200 X (number of remaining months – 1) of the Minimum Term	One Month Rent of High Speed Internet + Voice Line + AED 200 X (number of remaining months – 1) of the Minimum Term	One Month Rent of High Speed Internet + Voice Line	One Month Rent of High Speed Internet + Voice Line	One Month Rent of High Speed Internet + Voice Line	NA

12. CONTACTING ETISALAT

The Customer may contact Etisalat to discuss the Service (including these Service Specific Terms and the General T&Cs (Business)), or any other product or service offered by Etisalat, by using any of the Communication channels stated in Clause 35 of the General T&Cs (Business).

13. VALUE ADDED TAX

Please see Clause (14) of the General T&Cs (Business) for the provisions governing Value Added Tax (VAT) that apply to the Service.