



## SOFTWARE AND SUPPORT ADDENDUM - PBXtra

Fonality\* is committed to providing our customers with a great user experience, the latest features and performance enhancements and responsive customer service. Therefore, we offer to all PBXtra\* customers the option to purchase an annual Software and Support Agreement (the "Support Agreement", or "SSA"). Only customers with a current, fully paid SSA will be entitled to receive the benefits outlined herein. An SSA may be purchased at any time; however, premium rates will apply for SSA purchases after the initial PBXtra system purchase.

This addendum to the Fonality Terms of Service and License Agreement for PBXtra ("Agreement") is an addendum between Fonality and Customer and includes additional agreements and understandings between the parties. If any one or more of the provisions of this SSA shall for any reason be held to be contradictory to the Agreement, the terms of this SSA shall be considered the final understanding and agreement between Customer and Fonality regarding the contradictory terms. Terms and conditions of the Agreement not expressly amended by this SSA remain in full force and effect. Any terms used but not otherwise defined in this SSA will have the meaning given to them in the Agreement.

### Important Features of this SSA:

- This SSA is non-transferable. Resale of any PBXtra system will void any SSA in effect. The purchaser will be required to purchase a new SSA to receive the benefits outlined in this SSA.
- Fonality may terminate this SSA and issue a pro-rated refund at its discretion due to issues identified in section 5 below.
- This SSA will automatically renew each year unless we receive notice from you of termination prior to renewal.

## 1. SOFTWARE MAINTENANCE

- 1.1 During the term of the SSA, and as determined at Fonality's sole discretion, the Customer is eligible to receive certain software updates, including critical bug fixes, security patches and other patches to be necessary for proper system operation.
- 1.2 While most updates will appear seamless to the Customer, some updates may require a software download, an equipment upgrade at Customer's expense, a system reboot or other action on the part of the Customer.
- 1.3 Future Version Upgrades. From time to time, Fonality may release new software versions and or feature upgrades. These releases are paid upgrades and are not considered Software Maintenance.
- 1.4 Support of Non-current Versions. Fonality will provide Technical Support as described below for the current version, and for two prior versions. In some cases, resolution of a technical support issue may require upgrading to the current version at the Customer's expense.
- 1.5 90 Day Grace Period. During the first 90 days after the purchase of a new PBXtra system, if Fonality releases any new software versions or feature upgrades, your system will be upgraded to most current version at no charge.

## 2. OBTAINING TECHNICAL SUPPORT

The following Technical Support options are available for your PBXtra System:

### 2.1 General Knowledge Base: <http://help.fonality.com>

The Fonality knowledgebase contains a wide range of information pertaining to installation, configuration, usage and maintenance of your PBXtra system. Customers are highly encouraged to see if their technical support issues are addressed in the Knowledgebase.

### 2.2 Email Form: <http://support.fonality.com>

Sending an Email via our support website at <http://support.fonality.com> is the best way to contact Technical Support. Every email message sent to Fonality support is assigned a ticket number, or updates an existing ticket. Customers with ticket numbers will be served before those who opt to use support by phone without a ticket number.

### 2.3 Telephone: 1-877-FONALITY

Telephone support is only available during our normal hours of operations (M-F 8am - 5 pm PST/PDT). For after-hours system down emergencies, Customers with a valid ticket number may leave a voicemail in the support voicemail mailbox, which will be dispatched to an on-call technician. Please refer to our response times below.

## 3. SCOPE OF SERVICE

The following services are generally included as part of the SSA. Section 4 below outlines services and issues specifically excluded from this SSA. Items outside of this scope of service may be provided at Fonality's discretion by Fonality or other third party resources as consultation services at prevailing hourly rates. Fonality Support is provided on a reasonable basis via telephone, electronic mail, or web based utilities only.

### 3.1 System Installation and Set-up

- a. Each PBXtra unit ships with an install guide. You can also browse the install guide at: <http://fonality.com/install>
- b. All Customers are encouraged to take advantage of up to one hour of installation support by appointment with a Fonality technician within the first thirty (30) calendar days subsequent to receiving their PBXtra system (or 35 days from the Fonality ship date, whichever comes first).
- c. Fonality will work with supported Customers who are experiencing installation difficulties, provided the Customer obtains a valid ticket number as described above. Fonality will use reasonable efforts to bring the Customer's PBXtra system into full working order.

### 3.2 System Configuration Service

- a. Configuration of IP phones and system interoperability for products purchased from Fonality.
- b. Information and suitable documentation for addition/change/removal of extensions from the system.
- c. Basic instructions for initial Customer setup, or one-time reconfiguration of existing equipment, for remote telecommuter applications.
- d. Support for the maintenance of system and phone dial plan configuration for proper interoperability with local phone service dial plans.
- e. IP phone firmware upgrade instructions. Firmware upgrades may be performed by Fonality remotely when, in the opinion of Fonality Technical Support, it is appropriate to solve basic interoperability problems (additional fees may apply).
- f. Assistance in troubleshooting problems with IP phones and associated configuration.
- g. Remote re-configuration of phones (when possible) to address basic function concerns (additional fees may apply).
- h. Configuration for the correct Date/Time display on phones that have internal clocks.
- i. Adjustment of signaling to be compatible with loopstart, groundstart, or kewlstart signaling on analog line ports in accordance with the specifications provided to Customer from the local telephone company or other carrier / service provider.

### 3.4 Reliability/Performance Troubleshooting

Identification and reasonable efforts to correct the occurrence of the following:

- a. Echo and/or degraded audio quality.
- b. Slow system response.
- c. System availability problems.

**3.5 Remote System Monitoring and Troubleshooting**

- a. Fonality will remotely monitor the system's ability to place calls on a regular basis. This is an automated process that alerts Fidelity of most failures at the Customer location.
- b. Fidelity will investigate failures received from the automated system, using our private VPN facility into the PBXtra system or other diagnostic tools, and will coordinate resolution with Customer when appropriate.

**3.6 General Technical Support Issues and Guidance**

- a. Guidance on configurations or applications of the PBXtra product for solutions the product was designed to address.
- b. Suggestions for maximum performance, flexibility, and security as per standard Fidelity PBXtra installation, and suited to Customer requirements if possible.

**3.7 Equipment Troubleshooting and RMA**

- a. Except as outlined in the Agreement and immediately below, replacement of Fidelity supplied equipment will be coordinated between the parties under the terms of the manufacturer's warranty and utilizing an RMA.
- b. Some third-party provided equipment (including, but not limited to, products supplied by Dell and Hewlett-Packard) is covered by manufacturer's warranty. The Customer is the owner of this warranty, and therefore any equipment defects in these products will be coordinated directly between the Customer and the respective manufacturer. Fidelity will provide support during this process as reasonably able

**3.8 Response Time**

- a. Fidelity will use reasonable efforts to respond to support inquiries, under normal business conditions, in accordance with the response time chart below. Severity will be assigned in good faith by the Fidelity support team.
- b. Response times apply between 8AM and 5PM Pacific Time, Monday through Friday. Emergency support is available during other times only for critical, system-down issues. Response times apply within published Fidelity Business Hours for all non-critical issues. Response times for critical issues outside of published business hours only apply to emergency hotline calls.
- c. "Response" is defined as acknowledgement of the support request, either via email or telephone, assignment of the request to an appropriate resource and, in the case of after-hours Critical issues, provision of an expected timeframe for further communication. Customers must obtain a valid ticket number through email, web, or from a Fidelity customer service agent.

Severity	Description	Response Time
Critical	Business totally unable to function, multiple employees impacted.	1 Hour
Serious	Single employee unable to function, serious impact to business.	2 Hours
Normal	All installation concerns, Problems that hinder productivity, adverse impact to business.	4 Hours
Low	Questions or concerns that are an inconvenience or do not adversely impact Customer's ability to conduct business.	24 Hours

**4. SPECIFIC EXCLUSIONS. Fidelity support services do not include the following:**

- 4.1 Manual customization of the system software or system configurations. All configuration changes must be made via the Fidelity administrative web interface.
- 4.2 Customization of IP Phone configurations or functionality (button programming, logos, etc.).
- 4.3 Application of the system for any purpose that it was not designed for or intended to address.
- 4.4 Software Phone or "Softphone" configuration or troubleshooting for softphones not provided through Fidelity.
- 4.5 Configuration or troubleshooting for any IP or Analog phone not provided by Fidelity, or configured remotely by Fidelity, as part of the original system purchase.
- 4.6 Configuration or troubleshooting of Customer supplied equipment, including, but not limited to: channel banks, switches, firewalls or routers.
- 4.7 Troubleshooting of remote telecommuter configurations that use unsupported networking equipment, firewalls, or connectivity equipment (hotel based shared DSL or internet connections, low bandwidth DSL-modems, shared cable-TV or satellite based internet connections).
- 4.8 Troubleshooting of unsupported network equipment or firewalls, or configurations that deviate from the supported examples provided by Fidelity.
- 4.9 Troubleshooting or resolution of issues related to Internet access quality, bandwidth, or other issues related to Customer's internet service providers.
- 4.10 Troubleshooting or resolution of issues related to local telephone service configuration or termination, and associated Customer premise wiring and data / network cabling.

**5. ADDITIONAL TERMS AND CONDITIONS**

**5.1 Access Protection**

Customer is responsible for protecting all account passwords and for any use, authorized or unauthorized, made of Customer's account. Customer agrees to comply with the rules appropriate to any network to which Customer may gain access via the services of Fidelity. Customer acknowledges the risks associated with transmitting or making available any proprietary, confidential, or otherwise valuable information that Customer desires to keep confidential over any part of the Internet without encryption, nor reside without firewall protection on computers connected to the Internet.

**5.2 Term, Automatic Renewal and Payments.**

- a. The term of this SSA is one year, beginning from the date of purchase or your system is provisioned by Fidelity, whichever is later; or other pro-rated term as separately agreed upon and identified in your invoice. This term shall be subject to automatic renewal periods, each one (1) year in duration, unless (a) a notice of an intent not to renew the SSA is provided by either party

more than thirty (30) days prior to the expiration of the then-current term; or (b) this SSA is terminated for cause as described below.

- b. Unless otherwise instructed by the Customer, and if a valid credit card is on file with Fonality, Fonality will charge the Customer's credit card on file within thirty (30) days of such term expiration for the amount of SSA renewal. If no credit card is on file with us, an invoice for the renewal of this SSA will be sent to the email address on file for the account and will be due upon receipt.

### **5.3 Grounds for Contract Termination by Fonality**

In addition to any breach of the terms and conditions of this SSA, Fonality reserves the right to terminate the SSA on the following grounds:

- a. If the Customer makes modifications to the system that compromises Fonality's ability to support the system.
- b. If the Customer uses tools, commands or other methods of system configuration not specifically provided by Fonality and as directed by Fonality Technical Support.
- c. If the VPN connection to the Fonality web system is closed down.
- d. If the Customer makes changes to any software included with the system, including, but not limited to altering the versions of Linux, Asterisk, Apache, Perl or any other supporting libraries or packages.
- e. If the Customer has intentionally attempted to add devices to the system without using the PBXtra admin web interface.
- f. Modification of the ssh configuration of the PBXtra system. RSA key files and authorization rules must remain unchanged.
- g. Addition of additional kernel modules or alternations to the operating system.
- h. Installation of other custom applications, third-party products, or utilities upon the Fonality supported equipment for any reason unless explicitly directed to do so by Fonality Technical Support.
- i. At Fonality's discretion, if the Customer or their representative(s) act in an abusive or otherwise un-businesslike manner, or if the Customer's technical environment is considered otherwise un-supportive.

### **5.4 Remedies for Breach:**

**By Fonality:** If Fonality shall be in breach of this SSA, Customer may cancel the undelivered portion of purchase orders upon thirty (30) days written notice unless Fonality cures such breach with such notice period. Any money paid in advance by Customer to Fonality for goods not shipped or services not rendered will be promptly reimbursed. The foregoing shall be the exclusive remedy of Customer for any Fonality breach of this SSA.

**By Customer:** If Customer shall be in material breach of this SSA and fails to cure said breach within thirty (30) days of written notice thereof from Fonality, Fonality shall thereupon have the right without further notice to (1) bill and declare due and payable the aggregate purchase price for all undelivered products under this SSA, (2) defer shipment hereunder until such default, breach or repudiation is removed, and/or (3) cancel the undelivered portion of this SSA in whole or in part, with Customer remaining liable for damages. Further, if Customer fails to pay any amount hereunder as it becomes due or wrongfully rejects goods hereunder, in addition to any other remedies it may have in law or equity or hereunder, Fonality shall have the right to recover, in addition to the purchase price of such goods, all costs incurred by Fonality to collect the same.

## **6. MODIFICATIONS**

**FONALITY RESERVES THE RIGHT, AT FONALITY'S SOLE DISCRETION, TO CHANGE, MODIFY OR OTHERWISE ALTER THIS SSA AT ANY TIME. YOU CAN FIND THE MOST RECENT VERSION OF THIS SSA AT [WWW.FONALITY.COM/LEGAL](http://WWW.FONALITY.COM/LEGAL) (THE "WEBSITE"). SUCH MODIFICATIONS SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING SUCH TO THE WEBSITE. CONTINUED USE OF SUPPORT SERVICES FOLLOWING THE POSTING OF MODIFICATIONS WILL CONSTITUTE YOUR ACCEPTANCE OF THE REVISED SSA TERMS. SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT: [INFO@FONALITY.COM](mailto:INFO@FONALITY.COM).**

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