



SOFTWARE AND SUPPORT ADDENDUM – trixbox Pro

INTRODUCTION

This addendum to the Fonality* Terms of Service and Licence Agreement for trixbox* Pro (“Agreement”) is a software and support addendum between Fonality and Customer and includes additional agreements and understandings between the parties (“SSA”). 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.

Fonality provides, on a fee-paid basis, Technical Support for the following products (the “Products”):

- **trixbox Pro / SE - Standard Edition**
- **trixbox Pro / EE - Enterprise Edition**
- **trixbox Pro / CCE - Call Center Edition**

Each Product has a different scope of coverage under this SSA, and certain features or coverage available with one version may no longer be covered if you switch to a different Product. Additionally, your coverage will differ based on the type of Technical Support purchased (Hourly or Annual), and may be limited by the hardware used in your installation. Support coverage is not available for all hardware configurations, and in some instances, you may be requested to modify your hardware configuration to affect a resolution of certain performance issues.

Please Note the Following Important Features of this SSA:

- Only customers with a fully paid and current SSA will be entitled to receive the benefits outlined herein.
- Full utilization of services under this SSA may require the installation, configuration, and operation of the trixbox Pro support utility as described in section A below.
- Fonality may terminate this SSA, and issue a pro-rated refund solely at its own discretion, for any reason, including but not limited to issues itemized in section C (11) below.
- Annual SSAs will automatically renew for another 12 month term unless written notice is received by Fonality within the 30 day period prior to the term anniversary (refer to Notices: section C (19) below for notification address).

SCOPE OF THE SSA

A. Qualifying for Technical Support

In order to utilize support under this SSA, the customer must download, install, and configure the trixbox support utility appropriate for the Product being supported. Using the trixbox support utility, the customer must register their configuration with Fonality Support, and will receive a unique trixbox SystemID upon successful registration. Each SystemID requires a unique SSA. The trixbox support utility must remain installed, configured, and operable for the duration of a support ticket in order to receive support under this SSA. If the customer chooses to disable, unload, or otherwise restrict access to, or operation of, the trixbox support utility from time to time for whatever reason, certain support options and coverage may become unavailable at Fonality's sole discretion, even though they may be described in the SSA.

B. Obtaining Technical Support

The following Technical Support options are available for your trixbox system;

1. General Knowledge Base:

trixbox Pro (all editions): <http://help.trixbox.com>

The trixbox knowledge bases are available 24 hours per day, seven days per week, and should always be the first source of support information. The knowledge bases contain a wide range of information pertaining to installation, configuration, and general and technical use of your trixbox Pro system.

2. Email Form:

trixbox Pro (all editions): <http://cp.fonality.com/support>

Sending an Email via the trixbox support web form (the Supportal) is the most expedient way to contact trixbox Technical Support. Every email message sent via the trixbox Supportal is assigned a unique ticket number, or linked to a currently open ticket. In order to utilize the Supportal, you must know your trixbox System ID (assigned by the Support Utility), enter your valid administrative email address for that SystemID, and select a trouble symptom from our pull-down menu. All tickets submitted via the Supportal will receive an electronic acknowledgement via email to the address provided during the submission process. Service Levels and Response times are noted in section C (12) below. Email support is offered only in English.

3. Telephone based Technical Support

toll free: 1-888-trixbox (888-874-9269) option 7

international: +1 310-861-4322 option 7

General Technical Support via telephone is only available during local business hours, defined as 8:30AM to 7PM AEST. Customers calling after local Business hours, or with non-urgent issues, have the option to leave a voicemail message which will be noted and associated with the support ticket. Service Levels and Response times are noted in section C (12) below. Telephone Support is offered only in English.

4. Emergency Hotline Technical Support (trixbox Pro EE/CCE Only)

After-hours Emergency Hotline Technical Support is available 24 hours per day, 7 days per week for EE and CCE Customers. Customers calling the Technical Support or Emergency Hotline will be prompted for their SystemID and a valid ticket number. If reporting a new issue, the Customer will be assigned a new ticket number via the Fonality Interactive Voice Response System and then placed into queue for the next available agent during coverage hours.

C. Scope of Service

The following services are generally included as part of the 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 will employ reasonably commercial efforts to provide Technical Support (hardware or software)** via telephone, electronic mail, or web based utilities.

1. **General Coverage is defined here:** <http://www.trixbox.com/support-and-training/support>

2. **Hardware Levels are defined here:** <http://www.trixbox.com/products/certified-hardware>

3. Initial System Installation and Set-up

a) The latest downloadable install guide can be found at <http://www.trixbox.com/products/download>.

b) Fidelity will work with all Qualified Customers (as defined in section A above) who have a valid SSA with credit remaining at the time of contact. Customers that are unqualified, or without a valid SSA (no SSA, SSA not current, or no remaining hourly credits) will be instructed by the automated phone system to reinstate their SSA and/or purchase a minimum of two hours of hourly Technical Support, at which time they can re-contact the Technical Support team.

4. Covered System Configuration Items

a) Information and suitable documentation for addition / change / removal of extensions from the system.

b) Basic instructions for initial customer setup, or one-time reconfiguration of existing equipment, for remote telecommuter applications.

c) Support for the maintenance of system and phone dial plan configuration required for proper interoperability with local phone service dial plans.

d) Assistance in troubleshooting problems with IP phones and associated configuration options for Fidelity Recommended and all other devices (additional fees may apply).

e) Remote re-configuration of phones (if possible) to address basic functional concerns (additional fees may apply).

f) Configuration for the correct Date / Time display on phones that have internal clocks.

g) Adjustment of signaling to be compatible with loop-start, ground-start, or kewl-start signaling on analog ports in accordance with the specifications provided to Customer from the local telephone company or other carrier / service provider.

h) Configuration of IP phones and system interoperability is provided for products currently Certified by Fidelity. Firmware or device driver version restrictions may apply, and additional fees may apply. Support of Uncertified or other IP Phones and devices may be offered on a reasonable commercial efforts basis, at Fidelity's discretion.

5. Reliability / Performance Troubleshooting

Identification to mitigate Echo and/or degraded audio quality; Slow system response; or System availability;

6. Remote System Monitoring and Troubleshooting

a) For compliant systems, automated software agents remotely monitor select system parameters on a regular basis. This is an automated process that can be used to alert both Fidelity Technical Support, and customer system administrators or support technicians, of potential service degradation based upon threshold settings, as well as provide early warning indications of potential system failures.

b) For Products identified as eligible for "proactive" response, Fidelity Technical Support will take proactive measures or other actions upon receipt of automated server alerts.

c) Depending upon the Product Version, Fidelity will investigate alerts received from this automated system, using our private VPN facility to directly access the trixbox Pro system, or utilizing other diagnostic tools as required, and will coordinate incident resolution with designated customer server administrators when appropriate.

7. General Technical Support issues and Guidance

a) Guidance on configurations or applications of the trixbox product for solutions that the product was designed to address (as defined in the product release notes available on <http://www.trixbox.com> and/or www.trixbox.org)

b) Suggestions for maximum performance, flexibility, and security as per standard trixbox installation, and suited to customer requirements if possible.

8. Hardware Troubleshooting

a) For the purposes of Technical Support Program Coverage, Hardware is categorized as follows;

▪ <http://www.trixbox.com/products/certified-hardware/support-coverage#platinum>

▪ <http://www.trixbox.com/products/certified-hardware/support-coverage#uncertified>

b) Software & Platinum Certified Hardware - Includes Reference Hardware and components. At Fidelity's sole discretion, an Hourly SSA may be required for extensive troubleshooting.

c) Software & Uncertified Hardware - For all other hardware not covered in (ii) or (iii) above, Fidelity will provide Technical Support on an hourly fee basis only. Hardware upgrades to Recommended Hardware may be required to resolve technical or performance issues. Coverage for incidents involving all other hardware may be limited in duration. At Fidelity's sole discretion, an Hourly SSA may be required for extensive troubleshooting.

9. Customer Participation

In order to provide Technical Support, you must participate with Fidelity's Technical Support staff in resolving problems related your trixbox installation, including assisting with any issues related to fault isolation, problem duplication, network diagnosis, electrical power, and any third-party hardware and software (supported or unsupported). In addition, you may be required to provide information, data, access, and support, reasonably required by Fidelity to support your trixbox installation, including remote and secure root access to any associated servers via a VPN or secure internet connection.

10. Specific Exclusions

trixbox Technical Support services do not include coverage for the following:

a) Application of the system for any purpose that it was not designed for or intended to address.

b) Troubleshooting of unsupported network hardware, routing, or firewall equipment, or configurations that deviate from the supported examples provided by Fidelity.

c) Troubleshooting or resolution of issues related to Internet access quality, bandwidth, or other issues related to Customer's internet or VoIP service providers.

d) Troubleshooting or resolution of issues related to local telephone service configuration or termination, and associated customer premise wiring and data / network cabling.

11. Grounds for Contract Termination by Fidelity

In addition to any other material breach of the terms and conditions of this SSA, Fonality reserves the right to terminate the contract under the following conditions:

- a) If the customer makes modifications to the system that compromises Fonality's ability to remotely access or support the system.
- b) The requirement of extensive hardware troubleshooting related to the use, pre-qualification, or third-party certification of unsupported hardware configurations, firmware versions, or software device drivers (unsupported as defined by Fonality and at Fonality's sole discretion).
- c) If the customer uses tools, commands or other methods of system configuration not specifically provided by Fonality and as directed by trixbox Technical Support.
- d) If the VPN connection to the trixbox web system is disconnected or otherwise made unavailable.
- e) 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.
- f) Modification of the ssh configuration of the trixbox system. RSA key files and authorization rules must remain unchanged.
- g) 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 unsupported by Fonality.

12. Service Level / Response Time

Compliance with Customer responsibilities outlined in this SSA is required for all Technical Support Contacts. Fonality will use reasonable commercial efforts to respond to Technical Support inquiries, under normal business conditions, during published coverage hours, in accordance with the response time chart below. Emergency Hotline Technical support is available in English, 24x7, for trixbox Pro EE and CCE installations for critical, system-down emergencies. Non-Emergency calls to the Hotline (as defined below) will be referred to General Technical Support for response during coverage hours.

"Response" is defined as acknowledgment of a Technical Support request, either via email or telephone, assignment of the request to an appropriate Technical Support team resource, and in the case of Critical Severity items, providing an expected timeframe for further communication.

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

13. WARRANTY, DISCLAIMERS AND LIMITATION OF LIABILITY

a) LIMITED WARRANTY

FONALITY SHALL USE COMMERCIALY REASONABLE EFFORTS, UNDER THE CIRCUMSTANCES, TO REMEDY ANY TROUBLE, DELAYS, INTERRUPTIONS, OMISSIONS, MISTAKES, ACCIDENTS OR ERRORS IN THE PRODUCT(S) AND RESTORE SUCH PRODUCT(S) TO COMPLY WITH THE TERMS HEREOF. ALL WARRANTIES FOR HARDWARE ARE SUPPLIED BY THE HARDWARE MANUFACTURER.

b) DISCLAIMER AND LIMITATION OF LIABILITY

AS SIMILARLY STATED IN CUSTOMER'S TERMS OF SERVICE AND LICENCE AGREEMENT FOR CUSTOMER'S TRIXBOX PRODUCT, WHERE FONALITY IS PERMITTED BY LAW TO LIMIT ITS LIABILITY IN RESPECT OF ANY STATUTORY GUARANTEE UNDER THE AUSTRALIAN CONSUMER LAW, THE DISCLAIMERS AND LIMITATION OF LIABILITY SECTION OF CUSTOMER'S TERMS OF SERVICE AND LICENCE AGREEMENT FOR CUSTOMER'S TRIXBOX PRODUCT SHALL APPLY TO THE SSA SERVICES DESCRIBED IN THIS SSA.

14. Force Majeure

Fonality will not be liable for delay or failure to furnish the SSA services contemplated by this SSA when the delay or failure is caused by circumstances that are not reasonably within Fonality's control, including an act of God, strike or lockout or other labor dispute, act of the public enemy, war (declared or undeclared), blockade, revolution, civil commotion, lightning, fire, storm, flood, earthquake, explosion, governmental restraint, embargo, inability to obtain or delay in obtaining governmental approvals, permits, or licences.

15. Term, Automatic Renewal and Payments

- a) Annual SSAs - The term of this SSA is one year, beginning from the date your Technical Support key is provisioned by Fonality, 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 in section 11.
- b) Payment for Annual SSAs for trixbox Pro installations will be made monthly, and will be automatically charged to the credit card on file. Payment for Annual SSAs for trixbox CE installations must be paid in full upfront. Non-payment, including expired or declined credit cards, must be resolved within 10 days of the attempted charge, or the entire remaining balance for the Annual SSA will immediately become due. Non-payment will result in termination of any responsibilities Fonality may otherwise have under this SSA.
- c) Hourly SSAs - The term of this SSA is six months from the date of purchase. Hours purchased are decremented in 30 minute increments, beginning from the time you access the Fonality Technical Support organization via any means, and provide a valid Technical Support key. Unused Hourly credits will expire 6 (six) months from the issue date of the associated Technical Support key unless otherwise agreed in writing by Fonality more than thirty (30) days prior to the expiration of the then-current term; or (b) this SSA is terminated for cause as described in section 11.

16. 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 Fonality. 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.

17. Remedies for Breach

- a) By Fonality: If Fonality shall be in material breach of this SSA, Customer may cancel the undelivered portion of purchase orders, upon 30 days written notice, unless Fonality cures such breach within such notice period. Any money paid in advance,

by Customer to Fonality, for goods not shipped will be promptly reimbursed. The foregoing shall be the exclusive remedy of Customer for any Fonality breach of this SSA.

b) By Customer: If Customer shall be in material breach of this SSA and fails to cure said breach within 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.

c) Delayed Enforcement: No delay or omission to exercise any right, power, or remedy upon a breach or default under this SSA shall impair any such right, power, or remedy of the non-defaulting party or be construed as a waiver of any such breach or default.

18. Notices

Any notice required or permitted to be sent under this SSA shall be delivered by first class mail, return receipt requested, or via an international courier service (e.g. FedEx, DHL, UPS, etc.) to the addresses of the parties: 1) if to Customer, the address Customer provided to Fonality in the Order for the Product; 2) if to Fonality, Level 6, 56 Berry Street, North Sydney NSW, 2060. Notice so sent will be deemed effective three days following deposit in the mail, proper postage prepaid or one day following delivery to an international courier, prepaid for overnight delivery.

19. Entire Agreement

This SSA contains the entire agreement between Customer and Fonality and supersedes any prior or contemporaneous oral or written agreements or communications between them relating to the subject matter hereof. No printed terms in any document of Customer shall apply to the products delivered under this SSA nor shall they be binding on Fonality. In the event that any provisions in this SSA, for any reason, shall be held void or unenforceable, the remaining provisions shall remain in full force and effect and shall control.

20. Governing Law

This SSA shall be governed by and construed under the laws in force in New South Wales. To the extent permitted by law, the parties disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods and any successor thereto is disclaimed. Customer hereby irrevocably submits to the jurisdiction of the courts of New South Wales with respect to any proceeding under this SSA or relating to the Product or any SSA service. Customer will not prosecute any action, suit, proceeding or claim arising under or by reason of this SSA except in such courts.

21. 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.AU/LEGAL (THE "WEBSITE") AND CUSTOMER MUST CHECK THE WEBSITE FOR ANY ALTERATIONS TO THIS SSA ON A REGULAR BASIS. SUCH MODIFICATIONS SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING SUCH TO THE WEBSITE. IF YOU DO NOT AGREE TO THE POSTED, REVISED SSA TERMS AND CONDITIONS, YOUR SOLE RECOURSE IS TO TERMINATE THIS SSA, SUBJECT TO SECTIONS 15 AND 18 HEREIN. CONTINUED USE OF THE PRODUCT FOLLOWING THE POSTING OF MODIFICATIONS WILL CONSTITUTE YOUR ACCEPTANCE OF THE REVISED SSA TERMS AND CONDITIONS. SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT: INFO@FONALITY.COM.

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