



SUPPORT AGREEMENT

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

Fonality is committed to providing our customers with a great user experience by providing responsive customer service for the Product. Customers with a current, fully paid SA will be entitled to receive the Product support benefits outlined herein.

1. SOFTWARE MAINTENANCE

- 1.1 During the term of the SA, 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 90-Day Grace Period. During the first 90 days after the purchase of the Product, if Fonality releases any new software versions or feature upgrades, your Product will be upgraded to the most current version at no charge.
- 1.4 Future Version Upgrades. From time to time, and after the 90-day grace period discussed above, Fonality may release new software versions and or feature upgrades. These releases are not considered Software Maintenance (as discussed in 1.1 and 1.2 above) and Fonality may charge Customer for such new software versions or feature upgrades.
- 1.5 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.

2. OBTAINING TECHNICAL SUPPORT

The following Technical Support options are available for your Product:

- 2.1 **General Knowledge Base:** <http://help.fonality.com>
The Fonality knowledge Base contains a wide range of information pertaining to installation, configuration, usage and maintenance of your Product. Customers are highly encouraged to see if their technical support issues are addressed in the Knowledge Base.
- 2.2 **Customer Admin Panel**
Logging a support "ticket" via the customer admin panel is the best way to contact Technical Support. Customers with ticket numbers will be served before those who opt to use support by phone without a ticket number.
- 2.3 **Telephone: 1-866-366-2548**
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 SA. Section 4 below outlines services and issues specifically excluded from this SA. 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. The Product 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 the Product (or 35 days from the Fonality ship date, whichever comes first).
- c. Fonality will work with 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 Product 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.

3.3 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.

3.4 General Technical Support Issues and Guidance

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

3.5 Equipment Troubleshooting and RMA

- a. As outlined in the Agreement, replacement of Fonality supplied equipment will be coordinated between the parties under the terms of the Agreement and/or manufacturer's warranty, utilizing an RMA.

3.6 Response Time

- a. Fonality will use reasonable efforts to respond to support inquiries. Severity will be assigned in good faith by the Fonality support team.
- b. Response times apply between 8AM and 8PM (PST), Monday through Friday. Emergency support is available during other times only for critical, system-down issues. Response times apply within published Fonality 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 within 24 hours of logging the support request/ticket, either via the customer admin panel or by telephone. Customers must obtain a valid ticket number through the customer admin panel or from a Fonality customer service agent.

3.7 Platinum Level Support (applicable to Platinum support purchases ONLY):

- a. Customer shall be provided a level 2 technician (L2) or level 3 technician (L3) for support.

4. SPECIFIC EXCLUSIONS. Fonality 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 customer admin panel.
- 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 Fonality.
- 4.5 Configuration or troubleshooting for any IP or Analog phone not provided by Fonality, or configured remotely by Fonality, 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 Fonality.
- 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 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.

5.2 Term, Automatic Renewal and Payments

- a. The term of this SA is the same as the term for Customer's Agreement. This SA will automatically renew as the Agreement renews unless terminated in accordance and in conjunction with the Agreement.
- 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 SA renewal. If no credit card is on file with us, an invoice for the renewal of this SA 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 the Agreement and this SA, Fonality reserves the right to terminate the Agreement, Product, and this SA 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 customer admin panel.
- f. Modification of the ssh configuration of the 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 Non-transferrable

This SA is non-transferable. Resale of the Product or Agreement will void any SA in effect. The subsequent purchaser of the Product or Agreement (as allowed under the Agreement) will be required to purchase a new SA to receive the benefits outlined in this SA.

6. MODIFICATIONS

FONALITY RESERVES THE RIGHT, AT FONALITY'S SOLE DISCRETION, TO CHANGE, MODIFY OR OTHERWISE ALTER THIS SA AT ANY TIME. YOU CAN FIND THE MOST RECENT VERSION OF THIS SA AT WWW.FONALITY.COM/SUPPORTTERMS (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 SA TERMS. SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT: INFO@FONALITY.COM.

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