

PBX – hosted and on-site



This document must be read with the General Terms and Conditions. Together, these terms and the general terms and conditions shall be read as one agreement. In the event of conflict, these product specific terms and conditions shall take preference over the general terms and conditions

1. Definitions

- 1.1. **Access Circuit** – means the physical link (whether wired or wireless) installed at the Customer premises over which data is transmitted to and from the IP-PBX.
- 1.2. **Customer Equipment** – Equipment supplied by the Customer and that is not installed or managed by the Supplier, e.g. network switches.
- 1.3. **IP-PBX** – A private branch exchange that is connected to an Internet Protocol service, either on-site or hosted.
- 1.4. **Service Equipment** – Equipment approved by Vox to work in conjunction with the service deployed and is supplied and managed by Vox.
- 1.5. **Open-sourced** – Open-sourced equipment carries no licensing fees for users and is compatible with all standards-based equipment.
- 1.6. **Proprietary** – proprietary equipment is designed by the same manufacturer where Customer can expect a similar and familiar user experience with each device.
- 1.7. **SIP softphone client** - is an application program that enables voice over Internet Protocol (VoIP) telephone calls from computing / smart devices.
- 1.8. **CRM systems** – Customer Relationship Management is a system to manage a company's interaction with current and potential Customers
- 1.9. **Simultaneous calls** - indicates the number of concurrent calls that the solution can handle. This means the number of inbound, outbound and internal calls taking place at the same time.
- 1.10. **Annual subscription** - Annual licenses require renewal every year in order to maintain a fully functional PBX
- 1.11. **API** – Application Programming Interface is a set of programming code that enables data transmission between one software product and another.
- 1.12. **SBC** – Session Boarder Controller is a special-purpose device that protects and regulates IP communications flows
- 1.13. **QOS** – Quality of Service refers to the technology that manages data traffic to reduce packet loss, latency and jitter on a network. QoS controls and manages network resources by setting priorities for specific types of data on the network such as Voice traffic.
- 1.14. **VLAN** - A voice Virtual Local Area Network is specifically allocated for user's voice data streams. It ensures the quality of voice traffic by improving the transmission priority of it when transmitted with other traffic.
- 1.15. **Codec** - is a technology that determines the audio quality, bandwidth, and compression of Voice over Internet Protocol (VoIP) phone calls.

2. Service descriptions

- 2.1. Verto Supreme is a fully managed, IP PBX solution hosted by Vox in its datacenter and that is provided over Vox approved access circuits. These access circuits include Vox Fibre, Vox ADSL, other Vox uncontended access circuits – provided in accordance with the service descriptions and the product rules.
- 2.2. Verto Edge is an unmanaged, hosted IP PBX solution hosted by Vox in its datacenter and that is delivered over any access circuit type and is not subject to any guaranteed express or implied service levels.
- 2.3. Alcatel-Lucent Enterprise is a proprietary on-site IP PBX solution
- 2.4. Atmos is a secure, compliant call logging solution which is scalable and has unlimited storage for calls in the cloud.
- 2.5. O!Connect is a fully managed, contact center solution hosted in a data center to which Vox's network has a direct connection into. The solution is provided over Vox approved access circuits – provided in accordance with the service descriptions and the product rules.
- 2.6. 3CX Cloud is a feature rich IP PBX solution hosted by Vox in its datacenter that can be accessed via dedicated Vox access circuits or the internet.

3. Accuracy of Customer information

- 3.1. The Customer will provide Vox with accurate and up to date information: (i) when completing the Subscriber Agreement; and (ii) when Customer contacts the Supplier to report a suspected fault and is asked a standard set of structured questions.
- 3.2. Vox shall not be liable for any loss suffered as a result of the Customer's failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.

4. Access circuits

Related to Verto Supreme and O!Connect

- 4.1. The Customer must order (or upgrade where necessary), and retain for the duration of the Service, either the Supplier MPLS or the Supplier Internet (referred to as the "IP service") for the Customer sites for which the Service is ordered.
- 4.2. The IP service cannot be ordered for Customer sites with third party Ethernet Access.
- 4.3. Unless otherwise agreed with Customer in writing the Supplier orders, configures and tests the Access Circuit on behalf of Customer through an agency letter that the Customer provides to Supplier. Should the Customer provide the Customer Equipment to connect its network to the Service Equipment, then the Customer must ensure compatibility with the Service Equipment.

- 4.4. If the Service is delivered in combination with best effort access circuits / services, the following limitations apply:
 - 4.4.1. Due to the nature of best effort access circuits / services, the Service can suffer from reduced call quality.
 - 4.4.2. In case of prolonged call quality issues, the Customer may order an upgrade to an access technology and/or IP Service for which Supplier can commit to call quality. Any additional charges or costs associated with such an upgrade are for the Customer.
- 4.5. Any extra cabling necessary within the Customer site, including but not limited to the connection between the Telco entrance point and the Customer's IP connection point, is not included in the provision of the Service and is the sole responsibility of the Customer.

5. Installation and Customer requirements

- 5.1. The Customer agrees to ensure that service staff of Supplier or the provider of the access circuits are given access to the Customer site to install the Access Circuit and any other Service Equipment. The Customer shall state a contact person for the installation of the Access Circuit on the Subscriber Agreement. This person shall be available for questions with regard to details of the Customer site and to assist service staff where necessary.
- 5.2. Vox shall produce a Customer responsibility document, detailing the Customer site preparation requirements, which will be incorporated by reference in the Subscriber Agreement.
- 5.3. Unless quoted for, the Customer is responsible for providing all internal cabling to connect the Customer Equipment to the Service Equipment. Upon Customer request in the Subscriber Agreement, Supplier may provide standard internal cabling at an additional charge, provided the Service Equipment and the Customer Equipment are located in the same room within a distance of 15 meters of each other. If the Customer requires Vox to provide extended internal cabling outside the above limitations, Vox will perform a site survey to determine if such internal cabling can be provided by Vox and the additional charges that would be applicable.
- 5.4. Vox points out that in case of jointly used office buildings there is often a common entrance point for telecommunication providers. Any facilities and extra cabling necessary within the Customer site, in particular the connection between the Telco entrance point and Customer's IP connection point, are not included in the provision of the Service and are the Customer's sole responsibility. The Customer must ensure that the IP Router - if it is not provided by Vox - and extra cabling are available when the Access Circuit is installed.
- 5.5. Each IP phone will be configured by Supplier in accordance with Customer supplied information for each User and delivered to the Customer. Where the Customer orders an "On-site installation" as part of the Service, Vox will also test each IP phone at the Customer site and install each IP phone on the User desk if required. IP Phones provided by the Customer but have been approved by Vox as acceptable to use with Vox systems will be required to be upgraded to the latest firmware in order for the Supplier to auto-provision and maintain the IP phones. Therefore, a service fee will be charged for Customers own IP Phones to accommodate this.
- 5.6. Unless otherwise requested by the Customer the installation will be carried out from Monday to Friday during local Business Hours. Additional costs may apply for installations carried out outside of these times.
- 5.7. It is the responsibility of the Customer to ensure that all licence fees are paid to the relevant rights organisations (such as SAMRO or SAMPRA) when music tracks are used for the "music on hold" source.
- 5.8. The following minimum requirements are to be supplied by the Customer:
 - 5.8.1. Floor plans must be supplied, as well as the PBX room size. The floor in the PBX room must be covered with anti-static material or preferably raised computer flooring.
 - 5.8.2. Standard foam extinguisher to be provided. No water at all.
 - 5.8.3. At least one wall should be either brick or concrete onto which the wall mounted main distribution frame (MDF) will be fitted.
 - 5.8.4. Space for the batteries or UPS is required in the PBX room or in close proximity.
 - 5.8.5. Minimum clearance of 2.5 m is required between the ceiling and the floor.
 - 5.8.6. The Customer must supply a generator for additional back up (if applicable).
 - 5.8.7. 200 kg per square meter, max.
 - 5.8.8. Poles and / or trunking for reticulation must be provided for by the Customer. However, Vox can arrange this as part of the PBX reticulation at an additional cost.
 - 5.8.9. 80 kg per square centimeter spot pressure.
 - 5.8.10. The PBX room must be a secure environment.
 - 5.8.11. Fluorescent double lamp fittings 1800 mm long or similar adequate lighting to be provided.
 - 5.8.12. No water, sewerage or sprinkler pipes to be routed through the PBX room.
 - 5.8.13. Separate circuit breakers must be provided for the PBX system

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- 5.8.14. Clear unobstructed access to the PBX is required at all times for maintenance personnel.
- 5.8.15. Primary power: 220V(176-275V).
- 5.8.16. A building earth (< 3 ohm), separate from the electrical earth, must be provided on a bus bar next to the PBX MDF.
- 5.8.17. Secondary power: -48Vdc (-42Vdc to -58Vdc) for rectifier (if applicable).
- 5.8.18. The doors and windows of the PBX room should be dust proof when an air conditioner is supplied.
- 5.8.19. Frequency 50Hz.
- 5.8.20. PBX, battery and switchboard operators' rooms should preferably be as close together as possible.
- 5.8.21. 1 x 15 amp plug for each of the following:
 - a) Operator consoles (PC based) if in PBX room.
 - b) Telephone management system.
 - c) Voice mail system.
 - d) Voice logger.
 - e) Maintenance modem.
 - f) UPS(s).
 - g) LAN switch or hub.
- 5.8.22. Network switches provided by the Customer must support VLAN's and will be required to be setup by the Customer.
- 5.8.23. A separate air conditioner (20° C) must be supplied by the Customer.

- 9.1.3. Risk of loss and/or damage in the Service Equipment is that of the Customer, and the Customer shall ensure that it or its Customer is sufficiently ensured against such risks.
- 9.1.4. In the event of failure of the service Equipment, Vox will repair or replace (at Vox's discretion) the service Equipment as per the Service Level Agreement.
- 9.1.5. Maintenance will be provided as per the accompanying Service Level Agreement.
- 9.1.6. The Customer accepts liability for any costs incurred by Vox as a result of repair or replacement of Vox Equipment where Customer's use caused the Vox Equipment failure, misuse or changes made by the Customer to the service Equipment. The Customer agrees to support the replacement of the service Equipment according to Vox's instructions.

6. Service provisioning and testing

- 6.1. A minimum of 4 – 8 weeks lead time is required for installations and may vary based on equipment and resource availability, complexity and location of the solution deployment.
- 6.2. The Supplier will complete a site survey to determine whether the Customer's network and facilities will support the provision of the Service. For Hosted PBX Service, the Customer may complete the site survey or request Vox to carry out a site survey at the Customer's cost.
- 6.3. Customer should carry out a basic assessment on the Customer's LAN(s) (the "Basic LAN Assessment"), in order to confirm that the Service can be supported. If the Customer delays the LAN Assessment, it may not be carried out until after acceptance of the Subscriber Agreement. If Vox then determines that the LAN Assessment results illustrate that the Service cannot be supported either Party may terminate the Subscriber Agreement without penalty except that the Customer will become liable for any termination charges incurred by Vox as a result of such termination.
- 6.4. The Customer will provide Vox and/or its subcontractor(s) with such assistance and information as reasonably required to provide the Service.
- 6.5. The Customer agrees to provide Vox and its subcontractors and their respective employees and agents' access to the Customer sites where any Service is provided (including access to associated equipment) as necessary for Vox and its subcontractors to provide the Service.
- 6.6. The Customer shall allow, authorize and cooperate with Vox and/or its subcontractor(s) to perform the following, whether or not on Customer site(s):
 - (i) a follow up site survey, where applicable, to further determine whether the Customer network and facilities will support the provision of the Service;
 - (ii) any applicable preservice testing on local service facilities; and
 - (iii) any other testing involving the provision of the Service, including, but not limited to, post-installation testing.
- 6.7. All final reticulation costs and LAN assessment charges quoted (where applicable) are dependent upon the completion of a site survey and are subject to change at any stage prior to the implementation of the service. Any such changes will be communicated to the Customer at the relevant time.
- 6.8. Vox shall not be responsible for any quality related issues pertaining to the implementation of IP telephony on the Customers Local Area Network (LAN) should the Customer not contract for the LAN assessment. The Service Level Guarantee is subject to the Customer contracting / completing a LAN assessment. For an IP Solution, LAN switches should be manageable and support Quality of Service, have sufficient link speed between switches and support Power Over Ethernet.

7. Activation of service

- 7.1. The service activation Date shall be the date of sign-off by the Customer.
- 7.2. A sign off document will be required to be signed by the Customer as acceptance of the service. The service shall be deemed accepted by the Customer if no objection has been raised by the Customer within two (2) business days following receipt of the sign-off.

8. Suspensive condition on purchase of Vox Equipment

- 8.1. Each contract for the purchase of Equipment is subject to the suspensive condition that Vox receives the deposit required by Vox on the terms set out in clause 10.1 below.

9. Rental terms

- 9.1. If the Customer has elected to rent the Service Equipment, then:
 - 9.1.1. The Service Equipment remains the property of Vox. Upon termination of the agreement, it shall be returned to Vox.
 - 9.1.2. The Customer shall bear the shipping costs for the delivery and return of the Service Equipment in the event that the Customer does not commit (within reason) to a time and date for Vox to collect the equipment.

10. Purchase terms

- 10.1. If the Customer has elected to purchase the Vox Equipment, then:
 - 10.1.1. Payment of the Vox Equipment is due as follows:
 - a) On or before a date determined by Vox, a deposit equal to the amount communicated by Vox to the Customer in writing. Vox shall be under no obligation to order Equipment until it has received the deposit. If there are delays in receipt of payment, then there will either be delays in delivery dates, or, where foreign exchange rates are applicable, Vox may terminate the order.
 - b) The balance is due either:
 - i. On delivery of the Vox Equipment to Customer. Delivery of the Vox Equipment shall be deemed to have occurred upon handing over of the Vox Equipment to the Customer or the Customer's agent as evidenced by a delivery note or waybill. For this purpose, where a carrier delivers the Vox Equipment, such carrier shall be deemed to be the agent of the Customer; or
 - ii. Where Vox is contractually required to install the Vox Equipment, on completion of the installation. An installation shall be regarded as complete if the Vox Equipment is operational. Snag list items that do not affect the functionality or safety of the installation shall not be a valid reason for withholding payment.
 - 10.1.2. Ownership in the Vox Equipment shall remain vested in Vox until Vox has received payment in full for the Equipment purchased. The parties further agree that all risk for loss or damage of or to the Vox Equipment shall transfer to the Customer risk immediately on delivery to the Customer or Customer's agent, whichever is sooner.
 - 10.1.3. Insurance coverage with the carrier is the responsibility of the Customer.
 - 10.1.4. Standard manufacturer warranties apply. In the event of the Vox Equipment becoming defective during the warranty period, Vox shall use its best endeavours to obtain replacement stock from its suppliers.
 - 10.1.5. Vox shall not be liable to the Customer or any third party for any loss, liability, damage (whether direct or consequential) or expense of any nature whatever suffered by the Customer or any third party as a result of which may be attributable to:
 - a) The Vox Equipment or any part thereof being defective in any way (whether latent or patent).
 - b) Any delay in delivering or any failure to deliver the Vox Equipment or any part thereof and the Customer indemnifies Vox against any claim which may be made against Vox in respect of any such loss, liability, damage or expense.

11. Customer Equipment

- 11.1. The Customer is responsible for obtaining, installing, configuring, and maintaining all Customer Equipment including, but not limited to gateways and firewalls, PC hardware and operating systems, software, wiring, power sources, telephone connections and/or communications service necessary for inter-connection with the Vox Network or otherwise for use in conjunction with the Service. Vox will configure and upgrade IP phones that are approved to work on Vox's systems at a mandatory fee.
- 11.2. The Customer is responsible for ensuring that such Customer Equipment is compatible with Vox's requirements and continues to be compatible with subsequent revision levels of Supplier-provided equipment, software and services.
- 11.3. Vox is not responsible for the availability, capacity and/or condition of any Customer Equipment.
- 11.4. The Customer is responsible for operation and configuration of its computer(s) and LAN/WAN.
- 11.5. If the Customer connects any Customer Equipment to the Service the Customer will be liable for any and all damages if such connection causes any malfunction or failure to the Service or the equipment or software of Vox, this Customer, or any third party. Only Customer Equipment approved in writing by Vox may be connected to or interfaced to the service equipment provided in terms of this agreement.

12. Service Equipment

- 12.1. The Service Equipment will be provisioned with a standard configuration in respect of the ordered Service.
- 12.2. If the Customer requires access to the Service equipment management interface, Vox can under no circumstances be held accountable for the misuse or misallocation of passwords to access the Service equipment by staff or any resources appointed by the Customer. The Customer agrees to accept full responsibility for any changes made to the Service equipment which may result in loss of data, equipment failure and/ or damage and acknowledges that such damage to the Service equipment or costs to recover data will be charged to the Customer in full. The Customer also agrees to ensure all staff or resources appointed by the Customer to access the Service equipment are sufficiently trained and have the necessary skill / certification to undertake the necessary maintenance of the Service equipment.
- 12.3. If the Customer has elected to rent the Service Equipment, then:
- 12.3.1. The Service Equipment remains the property of Vox. Upon end of Service it shall be returned to Vox. Vox shall bear the shipping costs for the delivery and return of the Service Equipment.
- 12.3.2. Risk of loss and/or damage in the Service Equipment is that of the Customer, and the Customer shall ensure that it or its Customer is sufficiently insured against such risks.
- 12.3.3. In the event of failure of the Service Equipment, Vox will repair or replace (at Vox's discretion) the Service Equipment as per the Service Level Agreement.
- 12.3.4. Maintenance will be provided as per the accompanying Service Level Agreement.
- 12.3.5. The Customer accepts liability for any costs incurred by Vox as a result of repair or replacement of Service Equipment where the Service Equipment failure was caused by Customer's use, misuse or changes to the Service Equipment, other than as previously agreed to in writing by Vox. The Customer agrees to support the replacement of the Service Equipment according to Vox's instructions.
- 12.4. If the Service Equipment is managed by Vox, Vox will retain the password for the Service Equipment. Responsibility for the IP configuration of the Service Configuration lies with Vox. Vox will make changes to the configuration if requested by Customer. Vox will retain the version of the configuration installed on the Service Equipment and reinstall this copy configuration if required. Vox reserves the right to charge a separate installation fee for complex configurations. The contracted services do not include post deployment Installations, Moves, Adds, Changes and Deletions of the service equipment.

13. Cancellations

- 13.1. One month's calendar notice is required to cancel any PBX services.

14. SIP softphone applications

- 14.1. Only approved SIP softphone applications may be used in conjunction with Vox service equipment.
- 14.2. Vox has no control of the networks being used when SIP softphones are utilized and can therefore not guarantee the user experience.
- 14.3. Vox cannot support the Customer Equipment that the approved SIP softphone application is installed on.
- 14.4. Vox does not guarantee service if the software version of the users' smart device is not supported by the SIP softphone
- 14.5. Vox cannot guarantee quality of service if non-Vox Wi-Fi solutions are deployed.
- 14.6. Quality of service is only guaranteed on Vox dedicated last mile links with a private voice VRF
- 14.7. VOIP calls made over the internet carry no quality of service or guarantees.

15. Security

- 15.1. Customer acknowledges that the logical and physical security measures in relation to the Services are the sole responsibility of the Customer. Customer agrees that Vox will not be held liable for any losses arising out of security breaches of the Customer Services.
- 15.2. Without limiting the generality of aforesaid, Customer is aware that IP-PBX's and SIP accounts are known targets for malicious access and abuse. Customer must take all reasonable precautions to protect the SIP account security from being breached by (amongst other things) assigning secure passwords, changing the passwords regularly and to take such necessary measures to properly secure the Customers' PBX. Vox will not be held liable for any losses arising out of any IP-PBX or SIP accounts that have been compromised.

16. PRODUCT RULES

16.1. 3CX licensing model

- 16.1.1. 3CX's licensing subscription is based on the number of simultaneous calls (this includes inbound, outbound, and internal calls) required by the Customer for unlimited users.
- 16.1.2. 3CX licenses are annual based subscriptions and are required to be renewed every year. Failure to renew licenses will result in the license downgrading to a Standard feature set for 4 simultaneous calls. This may result in a loss of telephony

features and a degrade in services. In addition, loss of access to the following services which are offered by 3CX and included in the annual subscription may arise:

- a) 3CX SMTP Service – to receive alerts and notifications
 - b) Security updates
 - c) 3CX FQDN service
 - d) Auto-renewal of Let's encrypt SSL Certificate
 - e) Seamless use of the iOS and Android Apps
 - f) PBX Updates
 - g) IP Phone Firmware and Template Updates
 - h) CRM Updates and additions
 - i) VoIP Provider Templates Updates and additions
 - j) 3CX WebMeeting – Web conferencing features for all users
- 16.1.3. Vox will offer the 3CX licenses on an outright purchase, rental, or annual subscription basis.
- a) 3CX licenses provided on an outright purchase basis may not include the renewal of the license past the first 12 months, unless specifically stated.
 - b) Licenses purchased on an annual term are for 1 year's subscription only unless the contract term exceeds 1 year.
 - c) 3CX licenses provided on a rental term in excess of 12 months will include the subscription renewal after the first 12 months in accordance with the specified term signed
- 16.1.4. Should the number of simultaneous calls increase once the initial contract has been signed, the 3CX license will need to be adjusted and costs to upgrade to the next increment will be applied based on the upgrade cost available at the time of the upgrade.
- 16.1.5. List of features available for each license edition can be found on the Vox website.
- 16.1.6. 3CX Cloud licenses are based on a per Customer basis.
- 16.1.7. The 3CX license subscription start date is the date the license key is activated and may not be in line with the date the licenses are fully utilized by the Customer, or the contract start date.

16.2. 3CX Cloud

- 16.2.1. 3CX Cloud voice traffic utilizes 80kbps of bandwidth per simultaneous call.
- 16.2.2. 3CX video traffic utilizes between 300kbps and 2MBps of bandwidth per simultaneous video call.
- 16.2.3. 3CX WebMeeting traffic utilizes the internet portion of an access circuit which means that this traffic is best effort when shared with other data traffic.
- 16.2.4. VM's implemented as part of the 3CX Cloud solution are solely used for the 3CX Cloud deployment and are based on 3CX recommended specifications
- 16.2.5. An on-site SBC may be required for sites with more than 25 users to assist with bandwidth utilization for internal calls.
- 16.2.6. The Vox cloud environment is designed to be resilient; hardware up-time cannot be guaranteed.
- 16.2.7. The preferred medium for accessing the 3CX Cloud platform is via Vox dedicated, uncontended last mile access mediums with a VLAN for QOS. Customers choosing to access the 3CX Cloud platform via 3rd party access mediums, the internet or contended last mile services cannot be guaranteed QOS which will result in a best effort service.

16.3. Recording

Applicable to the Verto Supreme and Verto Edge standard call recording feature

- 16.3.1. Recording of calls are based on non-compliant methods. This means that calls are not encrypted, watermarked, or date stamped to prove authenticity.
- 16.3.2. Calls are recorded on a per user basis. It is the Customer's responsibility to inform Vox of users requiring this feature.
- 16.3.3. Calls are stored on the hosted IP-PBX platform for a maximum of 15 days from the date that the call was recorded. Vox reserves the right to reduce this number of days at our discretion based on storage availability.
- 16.3.4. It is the Customer's responsibility to download their recordings to their preferred medium of storage should they intend on keeping the recordings for a period longer than 15 days. Vox cannot be held accountable for recordings deleted or removed by the Customer.
- 16.3.5. Recordings are downloaded from the hosted IP-PBX on a per recording basis by the Customer – bulk downloads are not possible.
- 16.3.6. The standard call recording feature offers limited search fields
- 16.3.7. Recordings on the platform are not backed up by Vox and can therefore not be held accountable for any loss of recordings.
- 16.3.8. In the case of Verto Edge where the Customer Equipment is provisioned and managed by the Customer; the Customer will be responsible for ensuring that the correct codec is used for recording to take place. Note that call recordings are only

successful with G.729 and G.711 codecs enabled on the Customer Equipment.

Applicable to Atmos

- 16.4. Atmos is only compatible with:
 - 16.4.1. Verto Supreme
 - 16.4.2. Verto Edge
 - 16.4.3. Any Vox VOIP interconnect solution
 - 16.4.4. 3CX Cloud
- 16.5. Atmos sold with any solution other than listed in 16.3 may require additional on-site hardware to be deployed.
- 16.6. Atmos sold with a Vox VOIP interconnect solution where an on-site voice gateway or PBX which is not on the compatible list, is deployed, will not provide internal, extension to extension recording capabilities. Furthermore, this type of deployment will only record voice calls carried over the Vox access circuit.
- 16.7. Atmos is billed per site, based on hours of recording storage in the Atmos Cloud and is therefore a variable billing product.
- 16.8. Recording storage packages are based on the following increments:
 - 16.8.1. 501 – 1,000 hours
 - 16.8.2. 1,001 – 4,000 hours
 - 16.8.3. 4,001 – 10,000 hours
 - 16.8.4. 10,000-hour increments after the first 10,000 hours has been reached
- 16.9. Customers will initially be subscribed to a package and automatically move to the next recording storage package based on their recording storage consumption in the month. Customers do not need to re-subscribe for a higher storage package.
- 16.10. Unless recording consumption for the month remains within the hours of the initial Package, Customers will receive an invoice with 2 Atmos charges; the initial Package charge plus the difference between the initial Package and the charge of the storage package aligned with the actual number of hours stored for the month.
- 16.11. One month's calendar notice is required for cancellation of Atmos services.
- 16.12. Data protection and privacy laws where Customer live may impose certain responsibilities on Customer and Customer use of the products. Customer agree that Customer are responsible for ensuring that Customer comply with any applicable laws when Customer use the products, including but not limited to (1) Any laws relating to the recording or sharing of audio content that includes third parties, or (11) Any laws requiring notice to or consent of third parties prior to recording telephone calls or the use of the products. Vox expressly disclaims any responsibility for informing Customer of the requirements of Customer local laws and Customer compliance therewith.
- 16.13. Security:
 - 16.13.1. Atmos makes use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Database to be only accessed by those authorized with special access rights to our systems, and are required to keep the information confidential.
 - 16.13.2. After a transaction, private information (credit cards, social security numbers, financials, etc.) will be kept on file for more than 60 days in order to better personalize the messages that are displayed to Customer, and to help us identify loyal users who may qualify for additional Machine credits.
 - 16.13.3. Atmos Cloud System uses 256-bit encryption and each call recording is encrypted before being transferred. When transported to the Atmos Cloud System, all of Customer data is stored using encryption keys specific to Customer. All data is backed up daily and is redundant across multiple geographic locations.
- 16.14. Calls are stored for an unlimited period, unless otherwise state.

General

- 16.15. The Services are intended to be accessed and used for non-time-critical usage. While we aim for the Services to be highly reliable and available, they may not be reliable or available 100% of the time.
- 16.16. Vox makes no warranty that defects will be corrected or that the products:
 - 16.16.1. Will meet Customer's requirements;
 - 16.16.2. Will be compatible with Customer's equipment;
 - 16.16.3. Will be available on an uninterrupted, timely, secure, or error-free basis; or
 - 16.16.4. Will be accurate or reliable. No advice or information, whether oral or written, obtained by the Customer from Vox through the services shall create any warranty.
- 16.17. The Customer is solely responsible for the secrecy and security of account credentials and any activity that occurs in its account;
- 16.18. In no event shall Vox be liable for any damages (including, without limitation, damages for loss of data or lost profits, or due to business interruption) arising out of the use or inability to use the application or if such damages are caused by the application, even if Vox has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages.
- 16.19. From time to time, Vox may restrict or suspend Services for maintenance updates and Customer will be notified in advance of any scheduled maintenance. In addition, the Services are subject to

sporadic interruptions and failures for a variety of reasons beyond Vox's control, including last mile uptime, carrier notifications and carrier outages, among others. Customer acknowledge these limitations and agree that Vox is not responsible for any damages allegedly caused by the failure or delay of the Services to reflect current status or notifications.

16.20. The Services may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. Customer agree that Customer will not be entitled to any refund or rebate for such suspensions. Vox does not offer any specific uptime guarantee for the Services.

17. Supported Customer Equipment

- 17.1. Only equipment approved by Vox can be utilized on the Supplier provided PBX.
- 17.2. Not all handsets approved by 3CX are supported by Vox.
- 17.3. Only handsets that can be auto provisioned will be supported on 3CX solutions as per the list of supported handsets published by 3CX.
- 17.4. Supported equipment:
 - 17.4.1. Polycom supported on:
 - a) 3CX Cloud
 - b) Alcatel-Lucent Enterprise (SIP conference phones only)
 - c) Verto Supreme
 - d) Verto Edge
 - e) O!Connect
 - 17.4.2. Yealink supported on:
 - a) 3CX Cloud
 - b) Verto Supreme
 - c) Verto Edge
 - d) O!Connect
 - 17.4.3. Siemens Gigaset supported on:
 - a) 3CX Cloud
 - b) Verto Supreme
 - c) Verto Edge
 - 17.4.4. SNOM supported on:
 - a) 3CX Cloud
 - b) Verto Supreme
 - c) Verto Edge
 - d) O!Connect
 - 17.4.5. Ubiquity, Mikrotik, TP Link network switches (or a similar managed network switch that supports VLAN's and power over Ethernet) supported on:
 - a) 3CX Cloud
 - b) Alcatel-Lucent Enterprise
 - c) Verto Supreme
 - d) Verto Edge
 - e) O!Connect
 - 17.4.6. Grandstream ATA (Analogue Telephone Adapter) supported on:
 - a) 3CX Cloud
 - b) Alcatel-Lucent Enterprise
 - c) Verto Supreme
 - d) Verto Edge
 - 17.4.7. Vobi (SIP Softclient) supported on:
 - a) Verto Supreme
 - b) Verto Edge
 - 17.4.8. Alcatel-Lucent Enterprise proprietary equipment supported on:
 - a) Alcatel-Lucent Enterprise
 - 17.4.9. Other SIP telephone devices not mentioned above may be deployed on (but not supported by Vox):
 - a) Verto Edge

Applicable to O!Connect

- 17.5. Project milestone billing will be agreed to with the Customer at the onset of the project
- 17.6. One month's calendar notice is required for the cancellation of O!Connect services.
- 17.7. The minimum end user desktop requirements for O!Connect agents are:
 - 17.7.1. CPU: Minimum 1.8 GHz Dual core
 - 17.7.2. Memory: Minimum of 4 GB of system RAM
 - 17.7.3. PC / workstation operating system:
 - a) Windows 7 SP1 or newer versions of Windows; all editions (32-bit and 64-bit)
 - b) User Account Control (UAC) may be enabled
 - c) Firewall may be enabled
 - 17.7.4. PC / workstation web browsers:
 - a) Internet Explorer 10 and 11 for Windows 7 and newer, 32-bit browser
 - b) Mozilla Firefox 33 and later (Recommended for Mac OS)
 - c) Google Chrome 39 and later (Recommended for Windows)
 - d) Safari 8 and later
 - e) Popups and Plugins need to be allowed for *.umbonocloud.com
 - f) Browser extensions are required by the agent desktop and will be installed upon first login
 - 17.7.5. Network:

PBX – hosted and on-site



- a) TCP/IP network, with internet breakout required.
 - b) Hard-wired LAN recommended
 - c) Bandwidth: Approx. 100 Kbps per agent
 - d) Firewall ports: (Allow outbound and traversal via NAT, if applicable)
 - i. SIP 5080 (TCP+UDP); HTTP 80; HTTPS 443; HTTPS 8443; 45020 - 45050 (TCP)
 - ii. RTP audio stream, using UDP: Ports are dynamically allocated in the 10,000 – 65,535 range
 - iii. SIP signaling on port 5080
 - iv. QoS router configurations recommended for UDP pac
- 17.7.6. Headsets: USB Headset with Noise and Echo Cancellation
- 17.7.7. Additional software:
- a) Adobe Flash Player 10.3 and later - Required on all browsers
 - b) Windows Media Player - For playback of recordings
 - c) Windows Media Player Plug-in - For playback of recordings

- 17.8. A full list detailing the supported Customer Equipment models is available upon request and may be updated from time to time by Vox.
- 17.9. A service fee will be charged to Customers purchasing or making use of their own compatible service equipment. This service allows Vox to upgrade the firmware / software where applicable, manual configurations and the additional time taken by Vox to bring the device/s onto the PBX platform.
- 17.10. Verto Edge deployments may make use of any ICASA type approved service equipment. It is expressly noted that Vox will not install, manage or maintain this service equipment.

18. Additions to contract

- 18.1. For rentals, the Customer may add users, features and functionality to his original PBX contract until such time that the PBX has reached its maximum capacity. At this point the Customer contract will end and a new contract will be signed based on the new value of the equipment.

19. Service level and maintenance agreements

- 19.1. Either a Service Level Agreement or a Maintenance Agreement are mandatory on all Verto Supreme, 3CX Cloud, O!Connect and Alcatel-Lucent rental contracts.
- 19.2. Service Level or Maintenance guarantees cannot be maintained should there be any infrastructure or traffic volume changes after the signing and implementation of the solutions.
- 19.3. There are no Service Level or Maintenance agreements available on Verto Edge

20. Rate of exchange

- 20.1. All pricing in this proposal is subject to rate of exchange variations of foreign currency as determined by the authorized distributors of the equipment.

21. Deployment costs

- 21.1. Vox does not provide invoices for payment of the deposit. Vox shall render an invoice for the Vox Equipment on completion of the installation
- 21.2. Pricing does not include post deployment Installations, Moves, Adds, Changes and Deletions
- 21.3. Any changes to the scope of supply of this agreement will be required to be re-quoted by Vox and accepted by the Customer prior to implementation.
- 21.4. All final reticulation costs, LAN audit charges quoted (where applicable) and professional service costs are dependent upon the completion of a site survey and are subject to change at any stage prior to the implementation of the service. Any such changes will be communicated to the Customer at the relevant time.
- 21.5. The Customer premises equipment quoted herein is based on the information available at the time of the contract and may change subject to final site installation requirements or further traffic analysis or traffic volume increase or decrease.
- 21.6. Vox shall not be responsible for any quality related issues pertaining to the implementation of IP Telephony on the Customers Local Area Network LAN should the Customer not contract for the LAN assessment. The Service Level Guarantee is subject to the Customer contracting for the LAN assessment. For an IP Solution, LAN switches should be manageable and support Quality of Service, have sufficient link speed between switches and support Power Over Ethernet.

22. Training

- 22.1. Unless otherwise stated, post deployment user training is provided for:
- 22.1.1. A maximum of 2 hours per site
 - 22.1.2. A maximum of 60 people per site for, 3CX Cloud and Verto Supreme deployments
 - 22.1.3. A maximum of 30 people per site for Alcatel-Lucent Enterprise deployments
- 22.2. Sites containing more users than can be accommodated in the allocated 2 hours will be trained on a train-the-trainer basis
- 22.3. The duration of the post deployment training for O!Connect is based on the complexity of the solution and will vary from solution to solution.
- 22.4. Training is limited to the use of desk phones and PC based consoles only provided with the Service Equipment within the supplier agreement. Training for any applications and self-service portals will be provided via user guides (either on-line or in soft copy)

- 22.5. FTTB bundles that include Verto Supreme or Verto Edge solutions do not include on-site user training. Printed telephone user guides will be provided upon deployment of the Verto Supreme or Verto Edge solutions.
- 22.6. A training date and time will be deemed agreed and confirmed by the Customer upon acceptance of a calendar invitation or upon written acceptance of the proposed time and date.
- 22.7. The Customer is responsible to ensure users requiring training are available for training on the agreed date.
- 22.8. Cancellation or changes to the agreed training date must be made to Vox in writing by the Customer no later than 48 hours before the scheduled training date and time. Cancellations or changes made within 48 hours of the scheduled training date will be forfeited and any new training scheduled will be a billable engagement.
- 22.9. Additional training required after the initial post deployment training has been completed or for users who did not attend the initial session, will be billed on an hourly basis – minimum of 2 hours

23. Supported access circuits

- 23.1. Verto Supreme and O!Connect may only be deployed over access mediums (primary and back-up) approved by Vox. These include:
- 23.1.1. Vox broadband Fibre
 - 23.1.2. Vox dedicated Fibre
 - 23.1.3. Vox uncontented last mile access circuits (not supported for O!Connect)
 - 23.1.4. Vox ADSL (dedicated for Voice) (Not supported for O!Connect)
 - 23.1.5. Vox Chrome Air (outdoor unit) (Not supported for O!Connect)

24. Integrations

Applicable to O!Connect, and 3CX Cloud

- 24.1. Unless otherwise stated, no integration costings have been included in the proposal. Precise costings related to the integration into any CRM / ERP or any other 3rd party System can only be provided once a detailed analysis around the scope and requirements has been conducted. Any integration costs provided prior to the detailed analysis will be for budgetary purposes only.
- 24.2. Customers can be provided with the necessary API's for any 3CX integrations required that are not supported and approved by 3CX and will be responsible to implement and support the integration themselves. A list of systems supported and approved by 3CX can be provided on request.
- 24.3. Any integrations that Vox assists with could be done via a 3rd party integrator.