

1. About this Service Schedule for RightFax Products and Services

1.1. This Service Schedule applies to RightFax products and services (**RightFax Products and Services**) that you order from us under a Quotation. It is to be read and interpreted in accordance with our Terms of Service at <https://axient.com.au/legal/terms-of-service> and the other documents that comprise the Agreement. Words starting with a capital letter in this Service Schedule that are not otherwise defined in this Service Schedule have the meanings given to them in the Terms of Service.

2. RightFax Products and Services

- 2.1. We will use our best endeavours to make the RightFax Products and Services available to you 24 hours a day, 7 days a week. However, you acknowledge that the RightFax Products and Services may be unavailable at times, due to various factors including but not limited to network maintenance, peak congestion or Your Equipment failure. You further acknowledge that we do not guarantee the speed, performance or quality of the RightFax Products and Services, although certain credits or rebates may be available under applicable Vendor Terms.
- 2.2. You agree to use the RightFax Products and Services only in accordance with the Agreement and the Vendor Terms.
- 2.3. You and your End Users must comply with the Vendor Terms. The Vendor Terms will, among other things, grant you a right to use the RightFax Products and Services and specify associated obligations. The Vendor Terms may be detailed in a licence issued by the Vendor and appended to the Quotation or any invoice that we issue to you for Fortinet Security Products or otherwise referred to or annexed to a Quotation.

3. Vendor Terms

- 3.1. Without limiting clauses 13.3, 13.4 and 13.5 of the Terms of Service, where you procure RightFax Products and Services from us:
- (a) you and your End Users must comply with the applicable terms and conditions set out at the following link <https://www.opentext.com/agreements>;
 - (b) one of your authorised representatives must accept any click-through EULAS during product installation where we provide installation services to you;
 - (c) you agree and acknowledge that:
 - (i) title and ownership of any software in any RightFax Products and Services (**Software**), and all rights related thereto, including patent, trademark, trade secrets and copyright related therein, is the exclusive property of Open Text Pty Ltd and/or its licensors;

- (ii) you and your End Users shall only acquire a right to use the Software in accordance with the Agreement;
- (iii) you must ensure that your End Users take all necessary steps to ensure that all IPR underlying any binary version of the Software remains confidential;
- (iv) NEITHER OPEN TEXT PTY LTD, NOR ITS LICENSORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR LOSS OF PROFITS OR SPECIAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LEGAL FEES, IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF THE RIGHTFAX PRODUCTS AND SERVICES, AND THE TOTAL LIABILITY OF OPEN TEXT PTY LTD AND ITS LICENSORS, IF ANY, IN ANY EVENT SHALL NOT EXCEED THE FEES PAID BY YOU FOR THE APPLICABLE RIGHTFAX PRODUCTS AND SERVICES GIVING RISE TO SUCH DAMAGE;
- (v) the Rightfax Products and Services are “commercial items” as that term is defined in 48 C.F.R. 2.101 (October 1995) consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 (September 1995). Consistent with 48 C.F.R 12.212 and with 48 C.F.R. 227.7202-1, 227-7202-3 and 227-7202-4 (June 1995), if you are the U.S Government or any department or agency thereof, the Rightfax Products and Services are licensed only as a commercial item, and with only those rights as are granted to all other End Users pursuant to the terms and conditions of the Agreement; and
- (vi) you are not a third party beneficiary of any agreement between us and Open Text Pty Ltd;
- (d) you must:
 - (i) maintain accurate records as necessary to verify your compliance with the Agreement;
 - (ii) provide us or Open Text Pty Ltd with a copy of all of the records referred to in paragraph (i) within fourteen (14) days of any request by us, from time to time; and
 - (iii) consent to reasonable audits by Open Text Pty Ltd or us to verify compliance with the terms and conditions of the Agreement, including audits to verify compliance with the license capacities or similar restrictions on use of the RightFax Products and Services;

- (e) you are strictly prohibited from:
 - (i) copying the Software for any reason other than for archival or emergency restart purposes or program error verification;
 - (ii) permitting use and/or access to RightFax Products and Services in excess of the capacities or licenses that you have purchased, including but not limited to, permitting more individuals to use or access the RightFax Products and Services than you have purchased individual named user licenses for, permitting more client workstations to use or access the RightFax Products and Services than you have purchased client workstation licences for, permitting more server computers to use RightFax Products and Services than you have purchased server licenses for, or other restrictions on use or capacity applicable to the licensed RightFax Products and Services;
 - (iii) offering RightFax Products and Services for use in a service bureau or time-sharing environment or fee for service or access, e-commerce or on-line basis;
 - (iv) sublicensing, renting or otherwise making RightFax Products and Services available outside of your legal business entity;
 - (v) decompiling or reverse engineering RightFax Products and Services;
 - (vi) assigning any rights under the Agreement without the prior written consent of Open Text Pty Ltd; and
 - (vii) exporting or re-exporting RightFax Products and Services in violation of any applicable export controls laws and regulations,

(collectively, **Additional Vendor Terms**).

3.2. The Additional Vendor Terms are Vendor Terms for the purposes of the Agreement and apply in addition to any other Vendor Terms.

4. RightFax Technical Support

4.1. If RightFax Products and Services fail to substantially meet the Specifications, we will provide the following technical support with respect to those RightFax Products and Services (**Level 0 RightFax Product Support**) subject to your cooperation in all respects:

- (a) we will be the single point of contact for technical support you require;
- (b) upon our receipt of any Level 0 RightFax Product Support request (**Request**), we will assign a priority to the Request in accordance with the severity table set out in clause 11.5 of the Terms of Service;

- (c) we will provide obvious known simple answers relating to Requests;
 - (d) we will obtain all necessary log file and investigate the Requests prior to escalation to Open Text Pty Ltd;
 - (e) we will take all reasonable and appropriate action to investigate and, where possible reproduce the issues specified in a Request, in the relevant environments based on evidence provide by you;
 - (f) we will log Requests in our call tracking system and provide you with a unique ticket number;
 - (g) we will keep you informed of the status of the Request; and
 - (h) we will escalate the Request to Open Text Pty Ltd where we are unable to resolve it.
- 4.2. Where required, we will also provide the following technical support services subject to your cooperation in all respects (**Level 1 RightFax Product Support**):
- (a) communicate with you about you Request;
 - (b) eliminate and rectify RightFax Product and environmental problems (to the extent within our control);
 - (c) prepare Request descriptions in accordance with Open Text Pty Ltd's internal support checklists;
 - (d) search for Request solutions via Open Text Pty Ltd's support tools;
 - (e) modify configuration files to change various settings, as considered necessary to respond to the Request;
 - (f) provide you with patches, preventative patches, fixes and updates, as made available by Open Text Pty Ltd;
 - (g) reproduce the issue the subject of the Request prior to escalating the Request to Open Text Pty Ltd;
 - (h) gather all necessary information and provide all such information to Open Text to enable it to assist with the resolution of the Request; and
 - (i) refer support requests to Open Text Pty Ltd (where required) in accordance with Open Text Pty Ltd's support system and processes.
- 4.3. We do not represent that we will be able to rectify all Errors. We are not liable for any loss or damage that you suffer, in relation to any error or defect in any RightFax Products and Services that we or Open Text Pty Ltd are unable to rectify.
- 4.4. Nothing in this Service Schedule limits any limitation, exclusion or indemnity contained in the Terms of Service.