



Telecommunications that go beyond the expected

## NEWT Managed PBX – FiberTunes Music on Hold (MOH) Streaming Acknowledgement and Release Agreement



This **Acknowledgement and Release** is an attachment to, and forms an integral part of, the **Fibernetics Master Services Agreement** (the “**Agreement**”) and the **Fibernetics PBX Schedule** (“**Schedule**”), which can be found at [www.fibernetics.ca/MSA](http://www.fibernetics.ca/MSA).

The client hereby acknowledges that they have requested the implementation of MOH live audio streaming service on their **NEWT Managed PBX Solution** (“**PBX**”) from **FiberTunes**. This is a best effort service and the implementation of MOH streaming will result in bandwidth consumption over the access that supports the **PBX**. This can negatively impact voice quality and the performance of some **PBX** features; such as, the **NEWT Console** if enough access bandwidth is not available to support both the streaming service and **PBX** functionality.

Further, the **FiberTunes** MOH streaming service can be subject to service interruption where a stream may need to be reloaded on the **PBX**, or the service may fail to work should the stream’s URL be changed or become unreachable. It is the client’s responsibility to troubleshoot and diagnose such issues with the **FiberTunes** support resources directly.

The following terms and conditions apply:

1. There is a \$25.00 fee applicable for the processing of the initial and each subsequent MOH stream change. If you have multiple locations, each location will be billed separately. If there are multiple locations, please indicate clearly in your request which locations the stream(s) is to be applied to. Please note that these fees are waived for **FiberTunes** subscribers.
2. Playing MOH stream to callers legally counts as broadcasting; however, all content provided by **FiberTunes** is custom created for the client by them and considered legally licensed content.
3. There is an option to move the MOH stream from a dedicated **NEWT VNA** circuit (if applicable), to an existing separate third-party or NEWT provided Internet connection for a one-time \$90.00 programming fee.
4. Fibernetics shall have no liability to the client or any third-party whatsoever regarding the implementation of **FiberTunes** MOH streaming on the customer’s **PBX**. The client shall release Fibernetics, its affiliates and their respective directors, officers, employees, agents, suppliers, contractors and licensors for any costs, damages, loss, interruption, delay, degradation, errors, or defects in voice service or feature use due to, or caused by, the use of the **FiberTunes** MOH stream with the **PBX**.
5. **NEWT Support** does not listen to the MOH stream before assigning it to the **PBX**. They will verify that the stream is of a supportable format and will not do any remixing, re-mastering, volume adjustments, or any sort of editing of the MOH stream. It is the responsibility of the client to listen to the MOH stream after implementation to test for audio quality and to ensure it’s suitable for playback.



**Condition #3** will be required to be taken to leave the MOH stream in place if the MOH stream impacts **PBX** performance or functionality negatively.

