



Minimum Advertised Pricing (MAP) Policy

Effective: January 1st, 2008

Sangoma Technologies encourages the sale of our products by knowledgeable and competent resellers, such as you. In order to protect your interests and allow you to maintain the margins that you need in order to provide superior service, we have introduced the concept of Minimum Advertised Pricing (MAP).

Rules:

1. The MAP policy applies to all advertisements for the sale of Sangoma products and applies equally to all Sangoma Partners.
2. MAP covers advertisement in any and all media, including but not limited to printed media of any type, electronic media of any type, television, radio, and public signage.
3. The MAP for all Sangoma products will be listed on the MAP price sheet for resellers, as listed on the Sangoma Partner Portal (<http://partners.sangoma.com>). Sangoma reserves the right to change MAP pricing and its policy for any and all products.
4. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer.
5. Advertised pricing includes the advertising of bundles of Sangoma products with free or discounted products supplied by Sangoma or others. Where such bundling has the effect of reducing the price of Sangoma products below MAP, this will be considered a breach of MAP.
6. All resellers of Sangoma products will be required to agree to the terms of this agreement. By continuing to sell Sangoma hardware after January 1st, 2008, you indicate that you agree to these terms.
7. Advertised instant or mail-in rebates will be considered a breach of MAP pricing.
8. Resellers are encouraged to report any violations of MAP by others to Sangoma personnel so they can be dealt with speedily. Violations should be reported to sales@sangoma.com or by calling toll free within North America 1-800-388-2475 or direct at 1-905-474-1990.
9. Violators of the MAP Policy will receive up to two written warnings from Sangoma. If after the second warning, the partner continues to violate Sangoma's MAP policy, the partner's Sangoma Partner Status will be suspended for a minimum of six (6) months. This means that neither Sangoma nor its representatives will sell Sangoma products or services to the suspended partner and if applicable, the suspended partner will have their profile suspended from the Sangoma website.
10. Intentional and/or repeated failure to abide by the Sangoma MAP policy will ultimately result in the offending company being permanently barred from the Sangoma partner program and the offending company will no longer be an Empowered by Sangoma to sell Sangoma hardware, use Sangoma trademarks, or if applicable, be represented on the Sangoma website.
11. Channel partners who knowingly supply suspended or barred partners will face the same sanctions.
12. The terms of this MAP policy are confidential and should not be disclosed to other parties.