



PBXact UCC Terms and Conditions

These Terms and Conditions (the “Terms and Conditions”) entered into between Sangoma Technologies Corporation (Sangoma) in this document and Customer.

Sangoma reserves the right to modify these Terms and Conditions from time to time. Any modification to these Terms and Conditions will be effective on the first day of the month following the posting of the modified Terms and Conditions at <http://www.sangoma.com/legal/> Customer should therefore check the site regularly for updated versions.

Definitions:

“**Full User**” means a user on the PBXact UCC system that can register a phone to an extension and also receive an included Call Path to the PBXact UCC system.

“**Lite User**” means a user on the PBXact UCC system that can register a phone to an extension but does not include an additional Call Path to the PBXact UCC system.

“**Direct Inward Dial (DID)**” means a telephone number assigned by Sangoma to Customer (or ported to Sangoma by Customer) has functionality that allows two-way inbound and outbound voice communication.

“**911 Enabled (DID)**” means a telephone number assigned by Sangoma to Customer (or ported to Sangoma by Customer) has functionality that allows two-way inbound and outbound voice communication and also has an Address registered to the 911 Enabled Two-Way Number. Each account comes standard with a Default **911 Enabled DID** that you register your location address with for 911. You can purchase additional e911 Address locations as outlined below.

“**911 Services**” means functionality that allows end users to contact emergency services by dialing the digits 9-1-1.

“**ANI**” means Automatic Number Identification.

“**Basic 911 Service**” means the ability to route an emergency call to the designated entity authorized to receive such calls serving Customer’s Registered Address. With Basic 911 Service, the emergency operator answering the phone will not have access to the caller’s telephone number or address information unless the caller provides such information verbally during the emergency call.

“**Call Path**” means a single outbound call to a Phone Number from your PBXact UCC system or a Single inbound call to a DID on your PBXact UCC system. Each of the example above uses a Call Path to complete the call.

“**Call Rating**” means the methodology used to define the type and jurisdiction of a specific call. Call Rating criteria includes the originating Automatic Number Identification (ANI) (sometimes referred to as the from or source fields) and terminating ANI provided in the call signaling (sometime referred to as the destination or To fields; may also include remote party ID field). Call Rating defines the type of calls and correlating costs per call.

“**Class 5 Features**” means additional phones features beyond standard routing and audio. For example, both call hunting and voicemail are Class 5 Features.

“Default” means (and will occur): (i) if Customer fails to make any payment for the Service not disputed in good faith pursuant to terms below.

“Directory Listings” means the listing of a Subscriber’s telephone number in the ILEC directory for a market.

“Enhanced 911 Services,” “E911 Services” or “E911” means the ability to route an emergency call to the designated entity authorized to receive such calls, which in many cases is a Public Safety Answering Point (“PSAP”), serving Customer’s Registered Address and to deliver the Subscriber’s telephone number and Registered Address information automatically to the emergency operator answering the call.

“FAXStation” Is a fax product that allows faxing over HTTPS. It entails a premise box that converts the faxes to HTTPS request and sends the information to our Data Center for transmittal of the Fax. It fully supports inbound and outbound faxing and has a per month charge.

“Improper Calls” means call types that (i) would result in Sangoma incurring originating access charges, local exchange carrier “DIP” fees or other call types that may be subject to a reverse billing process, (ii) 911 / E911 or other emergency service calls; (iii) any unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like; and/or (iv) mass calling events, excessive non-completed and invalid calls and failed calls due to inadequate Customer capacity.

“International” means anywhere outside of the continental United States, including Alaska and Hawaii.

“IP” means Internet Protocol.

“IP Originated” means traffic utilizing TCP/IP as a transmission protocol from the originating equipment (i.e. SIP phones, SIP PBX, TDM to SIP Gateway, IP-adapter, etc.) to a TCP/IP gateway, for termination to an IP destination or the PSTN.

“LCA” or “Local Calling Area” means a geographical local calling area (determined by the applicable ILEC) containing one or more Rate Centers.

“LNP” means local number portability.

“NADP” means the North American Dialing (or Numbering) Plan.

“Number” or “Numbers” means 911 Enabled DID and/or Toll-Free Number(s).

“Operator and Directory Assistance” means live or automated operator assistance for the placement of Subscriber calls, listing services and/or related information. Usually dialed with a 411 or NPA-555-1212.

“PSTN” means the public switched telephone network.

“Rate Center” means a geographic area (determined by the applicable ILEC) within a LCA or market that is associated with one or more specific NPA/NXX codes.

“Registered Address” means the address provided by Customer and entered into appropriate Sangoma-provided portals, which address represents the physical location from which the Service (and 911 Enabled Two-Way Numbers associated with the Service) will be used.

“Responsible Organization” means the party hereto that is responsible for managing and administering the account records in the Toll-Free Service Management System Database.

“**Service**” means Sangoma’s PBXact UCC service provided pursuant to these Terms and Conditions and as further described in Section 2 below.

“**Service Term**” will be as defined in Section 11 below.

“**Session Initiation Protocol**” or “**SIP**” is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.

“**Standard Business Use**” means use of the Service as contemplated by these Terms and Conditions in a manner consistent with business use, which will include, without limitation: (i) use with a Phone System; (ii) a maximum of 15 Numbers per SIP trunk; and (iii) a Registered Address. Standard Business Use does not include an IP address outside of the United States.

“**Standard Support**” allows the customer to open a support ticket or contact our support department by telephone to receive help in troubleshooting why something may not be working. NEED MORE INFO

“**Subscriber**” means an individual, end-user or telephone device to which a Number is assigned by Sangoma (or to which a Number is ported by Customer).

“**TCP/IP**” means Transmission Control Protocol / Internet Protocol.

“**Toll Free Number**” means a telephone number that supports NADP and is assigned to Customer by Sangoma (or ported to Sangoma by Customer) for use with the Service.

“**U.S. Domestic**” means the continental United States (excluding Alaska and Hawaii).

“**VoIP**” means Voice over IP.

1. **Services Provided.** Provided that Customer is not in Default, Sangoma will provide Customer with the Service described in these Terms and Conditions for the Service Term. Customer is solely responsible to obtain, use, configure and operate any customer premise equipment that Customer may use in connection with the Service. The Service is provided with Standard Support, unless otherwise indicated in writing and signed by Sangoma CEO or VP as an Addendum to these Terms and Conditions. Sangoma encourages Customer to review the wiki information on PBXact UCC at <https://wiki.sangoma.com/display/PPS/PBXact+Cloud>.
2. **Service Description.** The Service is a bundled virtual PBX service providing (i) real-time voice communication services. The Service will route between a Customer’s Phone and their PBXact UCC system. For clarity, (i) Customer must provide Sangoma a Registered Address to utilize the Service, and (ii) Customer only may utilize DIDs and/or Toll-Free Numbers provided by Sangoma (or ported to Sangoma) in connection with the Service. For reference, the Service is also referred to as Cloud PBXact, PBXact Cloud and PBXact UCC. All refer to the same Service described here.
3. **Service Limitations.** In addition to any other restrictions or limitations included in these Terms and Conditions:
 - a. **No Use with LCR:** Customer may not use the Service with (or in connection with) a least cost router (or “LCR”), which Sangoma will determine, in its reasonable discretion, based upon analysis of Customer’s traffic patterns in the ordinary course of business.
 - b. **No Use with Auto-Dialer (or “Robo-Dialer”):** In addition to any applicable limitations pursuant to the AUP (as defined below), Customer may not use the SIP Trunking Service with (or in connection with) an auto-

dialer (or “Robo-dialer”), which Provider will determine, in its reasonable discretion, based upon analysis of Customer’s traffic patterns in the ordinary course of business.

- c. **Registered Address:** The Service requires a Registered Address. Customer may not move the physical location from which the Service is used away from the Registered Address without updating the Registered Address by Customer as contemplated in the definition of “Registered Address. If Customer fails to notify Sangoma of any move of the physical location from which the Service is used without updating the Registered Address as contemplated in the definition of “Registered Address, Sangoma may, in its sole discretion, immediately suspend the Service until Customer notifies Sangoma of such move (or otherwise updates the Registered Address as contemplated in the definition of “Registered Address”). Customer acknowledges and agrees that (i) any such failure by Customer may cause incorrect routing of 911 Services for which Customer will be solely liable, and (ii) the continuation of certain 911 Enabled DID may be restricted or precluded based upon the physical location to which Customer wishes to move the Registered Address.
- d. **Toll Free:** If Customer utilizes Toll Free Numbers in connection with the Service, such toll-free service is an inbound-only service and does not provide any outbound calling, including, without limitation, 911 Services, with respect to such Toll-Free Numbers. Customer is strictly prohibited from using (or reconfiguring to support such use) any toll-free service or any Toll-Free Numbers in connection with the Service) in connection with any outbound calls or any Improper Calls. Sangoma may take immediate action to prevent Improper Calls from taking place, including without limitation, denying any Service to specific ANIs and/or terminating these Terms and Conditions and/or the Service.
- e. **Network Jeopardy:** In addition to any other rights that Sangoma has or may have pursuant to these Terms and Conditions, if Sangoma determines, in its discretion, that Customer’s use of the Service (or the specific method or technology utilized by Customer) materially and adversely interferes with or otherwise places in jeopardy Sangoma’s network, other customers, partners and/or the overall business(es) of Sangoma or any of Sangoma’s other customers or partners, Sangoma may suspend or terminate these Terms and Conditions, and/or the Service immediately upon as much prior notification to Customer as is practicable under the circumstances, if any.
- f. **If using Full Users, the following restrictions and limitations also apply:**
 - i. **Standard Business Use:** The Service is provided for Standard Business Use for a single company only. Sangoma reserves the right to ensure that Customer’s use of the Service is consistent with Standard Business Use and otherwise complies with these Terms and Conditions. If Sangoma determines that Customer is not using the Service for Standard Business Use for a single company, Sangoma may, in addition to all other rights and remedies pursuant to these Terms and Conditions, notify Customer and allow Customer the opportunity to cure any such use within two (2) calendar days. Customer may cure by stopping any such use, buying more trunks in order to comply with Standard Business Use, or change Customer’s use of the Service in any other way that is consistent with Standard Business Use. Additionally, Sangoma reserves the right to in any combination (i) immediately terminate the Service, (ii) charge a minimum inappropriate use fee of \$500.00 and/or charge \$0.05 per minute for all calls made during such periods of prohibited use (plus applicable toll free and international charges), whichever is higher, to Customer’s payment method of record, and (iii) all applicable termination fees described in these Terms and Conditions.
 - ii. **Inbound & Outbound Minute Thresholds:** Each Full User includes a Call Path Trunk that has 4,500 combined inbound and outbound minutes for US Lower 48, Hawaii and most of Canada (excluding metered international and toll-free calling) in any calendar month (or billing cycle, if applicable). If

you purchased 10 Full Users your minutes limit would be 45,000 minutes during any billing cycle for the full PBXact UCC system to use.

1. Calls to other North American International numbers such as but not limited to US Virgin Islands and Yukon Canada are not included as part of the High Capacity Voice Service and are charged on a per minute usage as outlined in our International rate deck as found at <https://www.sangoma.com/legal>.

g. If using “Metered” Voice Service, the following restrictions and limitations also apply:

- i. **Top up Accounts:** All metered services require the customer to pre-pay a minimum of \$25.00 but the customer can request that dollar amount be higher. As Metered Services are used such as Toll Free, International or any other items defined in Section 14 (**Metered or Additional Charges.**) Once the customers balance is less than \$5.00 the system will auto charge your Credit Card the Top Up amount by default of no less than \$25.00 or any higher amount that you request. The Top Up service will only charge your account one every 24 hours so if you will be using more than \$25.00 per day in metered services you will need to have us increase that Top Up amount. Once your Balance falls to \$0.00 no Metered Services will be allowed and will be blocked.

h. If using “Unlimited” Fax Service, the following restrictions and limitations also apply:

- i. **Standard Business Use:** The Service is provided for Standard Business Use for a single company only. Sangoma reserves the right to ensure that Customer’s use of the Service is consistent with Standard Business Use and otherwise complies with these Terms and Conditions. If Sangoma determines that Customer is not using the Service for Standard Business Use for a single company, Sangoma may, in addition to all other rights and remedies pursuant to these Terms and Conditions, notify Customer and allow Customer the opportunity to cure any such use within two (2) calendar days. Customer may cure by stopping any such use, buying more trunks in order to comply with Standard Business Use, or change Customer’s use of the Service in any other way that is consistent with Standard Business Use. Additionally, Sangoma reserves the right to in any combination (i) immediately terminate the Service, (ii) charge a minimum inappropriate use fee of \$500.00 and/or charge \$0.05 per page for all faxes made during such periods of prohibited use (plus applicable toll free and international charges), whichever is higher, to Customer’s payment method of record, and (iii) all applicable termination fees described in these Terms and Conditions.
- ii. **Fax Page Thresholds:** Each FAXStation trunk has a softcap of 3,000 combined inbound and outbound fax pages in any calendar month (or billing cycle, if applicable). If you purchase 10 FAXStation trunks your combined softcap would be 30,000 fax pages during any billing cycle that you maintain those 10 trunks in your account.

i. If using “150 Page Monthly” Fax Service, the following restrictions and limitations also apply:

- i. Exceeding 150 Fax pages per month by more than 20% will incur a \$0.05 per page charge for all faxes above the 150 pages per month.

j. FAXStation Outbound Limitation

- i. Outbound faxes can only be to Lower 48 United States and US Toll Free Numbers. Faxing to Canada, Alaska, Hawaii or other non-Lower US 48 states will not be completed.

4. **911 Services.** The Service includes either E911 Service (or Basic 911 Service under certain circumstances) if, and only if; the call's originating ANI is a 911 Enabled Two-Way Number.
- a. **911 Service:** When a caller from Customer's Registered Address dials the digits 9-1-1 from a 911 Enabled Two-Way Number, the 911 Enabled Two Way Number and the Registered Address are automatically sent to the local emergency center serving the physical location of the Registered Address. Emergency operators will have access to this information regardless of whether the caller is able to verbally provide such information to the emergency call-taker. Accordingly, with E911 Service, the emergency operators will have the caller's callback telephone number and Registered Address. In limited circumstances, callers utilizing a 911 Enabled Two-Way Number equipped with E911 may have their calls routed to the national call center. Please see the description below for an explanation of when this would occur and how this service operates. If a customer sends any number other than a 911 Enabled Two Way Number when calling 911, Sangoma reserves the right to substitute a Customer's Primary E911 enabled Two-Way Number that is registered at the Customer's Registered Address. In this case, the emergency operator will have this callback number and the call will be routed to the local emergency center serving this location. The Customer is responsible for testing and assuring that their proper address and call-back number is being delivered to the E911 center and can do this by dialing 933 and listening to the number transmitted and the registered address played back to the customer.
 - b. **Basic 911 Service:** When a caller from Customer's Registered Address dials the digits 9-1-1 from a 911 Enabled Two-Way Number, the call is sent to the local emergency center serving the physical location of the Registered Address. However, emergency operators answering the call will not have automatic access to the caller's telephone number or the Registered Address because the emergency center will not be equipped to receive, capture or retain Customer's telephone number and/or Registered Address. Accordingly, callers must be prepared to verbally provide both callback and address information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch help to the caller's address.
 - c. **National Call Center Service:** Depending upon their geographic location, certain Customers do not have access to either E911 Service or Basic 911 Service. If Customer does not have access to either E911 Service or Basic 911 Service, emergency calls placed using the digits 9-1-1 will be sent to a national emergency call center. A trained agent at the emergency call center will ask for caller's name, telephone number, and location and then transfer the caller to the appropriate local emergency center or otherwise determine the best way to provide emergency services to the caller. Like Basic 911 Service, the trained operators answering calls in the national call center will not have automatic access to the caller's telephone number or Registered Address because the national call center will not be equipped to receive, capture or retain Customer's telephone number and/or Registered Address. Accordingly, callers must be prepared to verbally provide both callback and address information. **911 calls also may be sent to Sangoma's national emergency call center if there is a problem validating the Registered Address provided by Customer, if Customer is located in an area that is not covered by the land line 911 network, or if Customer has E911 Service or Basic 911 Service based on their geographic location, but the call fails to complete and is routed to the national emergency call center for failover purposes.**
 - d. **E911 Service is not available from all local emergency centers; the determination of whether E911 Service, Basic 911 Service or national call center service will apply generally is not controlled by Sangoma.** As additional local emergency centers become capable of E911 Service, Sangoma will automatically upgrade Customer from Basic 911 Service to E911 Service. Sangoma will not notify Customer of any such upgrade. In limited circumstances, callers equipped with Basic 911 Service based on their geographic location may have their calls routed to the national call center as described above.

e. **DISCLAIMER OF LIABILITY:**

- i. **CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS INTERNET BASED AND THAT 911 SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 SERVICE OR E911 SERVICE TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE THE 911 ENABLED TWO-WAY NUMBER USED WITH THE SERVICE FOR THE REGISTERED ADDRESS, IN THE 'USERPART' OF THE 'FROM URI' CONTAINED IN THE SIP 'FROM' HEADER.**
- ii. **CUSTOMER ACKNOWLEDGES THAT THE SERVICE MAY NOT SUPPORT BASIC 911 SERVICE OR E911 SERVICE DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM ALL USERS OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 SERVICE OR E911 SERVICE. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE THE SERVICE THAT BASIC 911 SERVICE AND E911 SERVICE WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICE DUE TO BILLING ISSUES, AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A VALIDATED REGISTERED ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 SERVICE OR E911 SERVICE CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE SERVICE FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 SERVICE OR E911 SERVICE CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.**
- iii. **CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER SANGOMA, ITS UNDERLYING CARRIER, OR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS SANGOMA FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY BADNWIDTH.COM FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANT, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY.**

5. **Service Availability.** Sangoma may from time to time interrupt or otherwise impact Service for maintenance. Sangoma will make commercially reasonable efforts to provide to Customer reasonable advance notification (via phone, email or other means) of such maintenance. Sangoma will use commercially reasonable efforts to perform such maintenance in a manner that will not unreasonably interrupt the Service. Sangoma may interrupt its provision of the Service for unscheduled emergency maintenance without notice to Customer.

6. **Interoperability Requirement.** Sangoma takes no responsibility for installation or configuration of customer Phone System, or any responsibility related to connecting a customer's Phone System to any customer premise equipment.
7. **Porting Numbers.** Sangoma will require a completed and signed Letter of Authorization ("LOA") for any existing telephone numbers Customer wishes to port from another carrier to Sangoma. Sangoma may require a recent copy of the current phone bill which contains Customer's Billing Telephone Number ("BTN") as well as a record of any numbers that need to be ported. Sangoma must receive necessary LOA(s) and/or bill copy(ies) before Sangoma will initiate a port request and obtain a Confirmed Port Date. The "Confirmed Port Date" is the date upon which the current voice provider has agreed to port a number(s) to Sangoma. The Confirmed Port Date interval may in some cases take as long as one (1) to two (2) business weeks after Customer initiates the port request; since the port interval is a product of the accuracy of the information provided to Sangoma by Customer, as well as the processing speed of Customer's current voice provider, Sangoma makes no guarantees regarding the promptness of a port, however all ports will be provided consistent with applicable law.
8. **Service Activation Date.** All services are activated within a few minutes usually of signing up for service with the exception of Number ports, which usually take 2-4 weeks.
9. **Service Commencement Date.** The "Service Commencement Date" will be the date when the voice components are delivered and confirmed by Sangoma via email. The "Service Commencement Date" will be the first date of billing for the Service.

10. Sangoma Equipment Rentals

- a. Customers may rent new or like-new Sangoma Equipment such as, but not limited to, IP-Phones or VoIP Gateways, on a monthly basis along with twelve (12) months or thirty-six (36) months service plans for Cloud PBXact coterminously with their Service plan.
- b. The monthly rental charges and the rental period are provided in the plan signed contract as well as on <https://cloud.pbxact.com>.
- c. Customer acknowledges and agrees that Sangoma Equipment shall at all times be the sole property of Sangoma and not of Customer, and Customer shall not remove (or permit anyone else to remove) any notices pertaining to ownership of the Equipment.
- d. To the extent the terms of this Agreement do not otherwise conflict, the Equipment must be returned in accordance with the Sangoma return policy a copy of which is available here - <https://www.sangoma.com/legal/> . Generally, in advance of returning the Equipment, Customer must contact Sangoma's technical support department to request an RMA number for tracking purposes during the return process. The RMA number must be clearly visible on the outside of the shipping box (es) and return slip. The Equipment must be returned in the original packaging. Sangoma pays the shipping costs to have the Equipment shipped to Customer as part of an RMA and Customer is responsible for all costs related to packing and shipment of the Equipment to Sangoma's return center at the end of the rental period.
- e. Throughout the rental period Customer assumes all risk of loss or damage to the Equipment. Sangoma owns the Equipment throughout and after the rental period.
- f. Customer agrees to use the Equipment solely in connection with the Service and in accordance with this Agreement.
- g. Customer agrees to use the Sangoma Equipment solely at the physical address registered with Sangoma and must not remove the Equipment from such address.

- h. Upon termination of the rental period, the Equipment must be returned to Sangoma's return center. If Customer fails to return the Equipment to Sangoma's return center at termination of the rental period or if the Equipment is returned to Sangoma's return center but Sangoma determines the Equipment is damaged (beyond normal wear and tear) or was destroyed or lost during shipping to Sangoma's return center, Sangoma will generate an invoice to the Customer for the MSRP of the Sangoma phones and charge the amount in the Customer's Sangoma account record. MSRP prices can be found at <https://portal.sangoma.com>. Additionally, if the rental arrangement is terminated prior to the end of the rental period by Sangoma for Cause or by Customer without cause, Customer is responsible for paying the full remaining balance on all rental charges owed for the remaining Term.
 - i. Customer must use best efforts to maintain the Equipment in good repair and working condition with exceptions for normal wear and tear. Customer must not pledge the Equipment as security for any debt or allow liens or encumbrances to be assessed against such phones. Customer must not transfer or loan the phones to any other party.
- 11. **Service Term.** All services purchased unless otherwise defined in writing are month to month and the customer can cancel service at any time. All billing is for the complete month so no partial refund for service cancelled part way through a billing cycle will be issued. To cancel service please review <https://wiki.sangoma.com/display/PPS/PBXact+Cloud+Store+and+Service+Management>
- 12. **Service Support.** Sangoma provides support for the Service as per SLA's as defined here <https://wiki.sangoma.com/display/ST/Support>
- 13. **Charges for Service.** The monthly recurring charge(s) ("MRC") and any non-recurring charge(s) ("NRC") applicable to use of the Service, as well as any other charge(s) applicable to use of the Service, will be as stated in these Terms and Conditions or referenced to <http://www.sangoma.com/legal/>. All applicable federal, state or local taxes and all use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees, miscellaneous fees, and surcharges, whether charged to or against Sangoma, will be payable by Customer, including, without limitation, any cost recovery fee which will represent an accurate and non-inflated recovery of Sangoma's, or any underlying provider's, miscellaneous tax, surcharge, and fee payments to federal, state or local governmental authorities associated with the provision of the Service by Sangoma to Customer. Sangoma retains the right to invoice Customer for costs incurred by Sangoma from time to time related to Sangoma's compliance with court orders and other actions of governmental agencies or entities, including, without limitation, subpoenas duces tecum (and similar subpoenas), related to telephone numbers and other information related to or associated with Customer or Customer's customers and/or end users. At its sole discretion, Sangoma may require a security deposit to continue providing Service should Customer's credit profile yield insufficient credit. Additionally, at its sole discretion, Sangoma reserves the right to demand immediate payment by wire and block Customer's voice traffic should Sangoma determine Customer's usage exceeds their approved level of credit. Except as otherwise provided in these Terms and Conditions, Sangoma will not increase any MRCs and/or NRCs during the Initial Service Term; thereafter Sangoma may increase MRCs and/or NRCs upon at least thirty (30) days written notice. All MRCs, NRCs, rates and/or other charges are subject to change immediately in the event there are mandated surcharges or taxes imposed by federal, state or governmental agency. Notwithstanding the foregoing, in the event of governmental or regulatory action, Sangoma reserves the right, at any time without liability, to: (i) pass through to Customer all, or a portion of, any changes or surcharges or taxes directly or indirectly related to such governmental or regulatory action; (ii) modify the Service, rates (including any rate guarantees), promotions, these Terms and Conditions in order to conform to such action; or (iii) if such governmental or regulatory action materially and adversely impairs the provision of Service, as reasonably determined by Sangoma, terminate these Terms and Conditions.

14. Metered or Additional Charges.

- a. **Call Duration Thresholds:** All per minute rates (Interstate LD, Intrastate LD, Local if applicable, 800 Domestic) assume at least 95% of calls terminating will be of a call duration of no less than six (6) seconds in length. If 5% or more of Customer's completed calls are equal to or less than six (6) seconds in length during any billing cycle, then Sangoma reserves the right to charge, and Customer will pay, a charge per short duration call as published by our services rates at <http://www.sangoma.com/legal/>. This charge will be in addition to Customer's current rates.
- b. **International Rates:** If no rate schedule is attached, international rates are available at <http://www.sangoma.com/legal/> International per minute rates are subject to change. Sangoma reserves the right to block all or a number of high costs, international routes.
- c. **Alaska Long Distance Rates:** Outbound interstate calls terminating to Alaska will be billed as per the International rate schedule
- d. **Hawaii Long Distance Rates:** Outbound interstate calls terminating to Hawaii will be billed as per the International rate schedule
- e. **800/Toll Free Domestic Rates:** Domestic inbound calls to Toll Free Numbers are billed at the quoted flat, per-minute rate or rate schedule that you agreed to at signup and can be found in our services rates at <http://www.sangoma.com/legal/>
- f. **800/Toll Free Offshore Rates:** Inbound calls to Toll Free Numbers are rated at the quoted flat per minute rate or rate schedule with the exception of calls originating from the following locations. The per-minute rates for these locations are subject to change every 15 days and updates will be posted in a revised Terms and Conditions document, which may be viewed at <http://www.sangoma.com/legal/>.
 - i. Alaska
 - ii. Canada
 - iii. CNMI
 - iv. Guam
 - v. Hawaii
 - vi. Puerto Rico
 - vii. USVI
- g. **Directory Assistance and Operator-Assisted Dialing:** The Service may provide Operator and Directory Assistance. Specific per call rate as defined in our services rates at <http://www.sangoma.com/legal/> will apply.
- h. **LNP Charges:** A per Phone Number charge as defined in our service rates at <http://www.sangoma.com/legal/> will be charged for each phone number you request us to port. This charge is placed on your account regardless if you cancel the port request after submitting it. For cancelled LNP requests within 48 hours of FOC, a non-recurring charge of \$75 per Number will be charged. Once a port has been completed you can initiate a port out of any number at anytime to any carrier.
- i. **Payphone Surcharges:** In the event Customer's Toll-Free Number(s) receives any inbound calls originating from a Payphone, these calls will be subject to a charge per call. The charges are based on regulated FCC Payphone Compensation rules. These regulatory charges will be passed through directly to the customer as per services rates at <http://www.sangoma.com/legal/>.

15. **Billing Increments.** Billing increments, if applicable, are set forth below.

Terminating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
US Domestic	6	6
International (excluding Mexico)	30	6
Mexico	60	60

16. **Billing and Payment.**

- a. Sangoma will bill Customer for the Service as provided in these Terms and Conditions. Invoices will include all applicable federal, state, and local taxes. All such taxes, and all use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees, miscellaneous fees, and surcharges, whether charged to or against Sangoma, Inc., which will be payable by Customer. However, if Customer provides proof of its specific tax-exempt status, Sangoma will not charge applicable taxes due to such exemption. Customer will supply Sangoma a valid and properly executed tax exemption certificate(s). In such cases Customer remains responsible for, and agrees to pay, any and all remaining non-exempt charges; tax exemption status validation is solely the responsibility of Customer and Sangoma will not be obligated to consider any retroactive tax exemption.
- b. Sangoma will commence billing for the Monthly Recurring Charges and usage of the Service on the Service Commencement Date. Payments are due on the invoice date and auto drafted from your Credit Card. If your Credit Card fails to allow the charge amount After (2) days of non-payment, all fees will accrue interest at a rate of one and one-half percent (1.5%) per month or any part thereof, or the highest rate allowed by applicable law, and customer will pay all collection costs incurred by Sangoma (including, without limitation, reasonable attorney's fees) and customer at Sangoma sole decision may terminate or suspend all services. If Sangoma terminates the Service, then all unbilled or uncollected fees will apply. Sangoma retains the right to bill, including any amended or corrected billing, for the Service(s) for a period of up to twelve (12) months, commencing from the date the billed Service(s) were provided to Customer. Sangoma will retain such billing rights for this twelve (12) month period notwithstanding any prior billing to Customer for the same period(s) and regardless of any otherwise conflicting billing conditions in these Terms and Conditions. Customer agrees that for the duration of this twelve (12) month period, Sangoma will not be deemed to have waived any rights with regard to billing for the provided Service(s) that are subject to this period, nor will any legal or equitable doctrines apply, including estoppel or laches.

17. **Billing Disputes.** If Customer disputes any invoiced charges will submit written notification on or before the applicable due date by opening a support ticket as outlined in our wiki <https://wiki.sangoma.com/display/ST/Support> , with "Notice of Billing Dispute" in the subject line of the ticket with respect to any disputed charges. Such ticket will include Customer's complete contact information, the specific dollar amount in dispute, detailed supporting reasons for the dispute, and any supporting documentation, if available. The parties will work together in good faith to investigate any disputed charges and use commercially reasonable efforts to resolve any payment dispute within thirty (30) calendar days after receipt of such a "Notice of Billing Dispute" from Customer. Any dispute resolved in favor of Customer will be credited to Customer's next invoice(s); any disputed amounts resolved in favor of Sangoma will be due and payable by Customer immediately if not paid already. Sangoma reserves the right to deny any and all matters described in any "Notice of Billing Dispute" (or delay Sangoma's determination of the validity of any matters described in any "Notice of Billing Dispute") if Customer's account is in arrears or otherwise not in good standing in accordance with Sangoma's customary practices and policies.

18. **Resumption of Service.** If Customer requests that Service be restored after a suspension or termination, Sangoma has the sole and absolute discretion to restore such Service and may condition restoration upon satisfaction of such conditions as Sangoma determines is necessary for its protection, including requiring Customer to execute a new **agreement, pay all past due statements in full, pass Sangoma's credit approval, and/or make advance payments.** New NRCs also may apply to restore Service.
19. **Additional Non-Recurring Charges.** In addition to any other quoted charges in **Metered or Additional Charges Section** please review the service rates at <http://www.sangoma.com/legal/> for any additional charges.
20. **Inside Wiring.** Customer will be solely responsible to provide any needed internal wiring or extensions (including but not limited to required conduit, facilities, power, etc.) for customer premise equipment, Phone Systems, and phones required to use the service.
21. **Back up and Storage Policy.** Sangoma backs-up nightly each PBXact UCC instances for disaster recovery purposes. Sangoma makes no warranties that the data will be complete. In addition, this backup process is not for purposes such as, but not limited to, recovering a voice mail message deleted by an end user on a specific date.
22. **Limitation of Liability.** EXCEPT AS PROVIDED IN SECTION 24, IN NO EVENT WILL SANGOMA OR CUSTOMER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF OR IN RELATION TO THE SIP TRUNK, DEDICATED INTERNET ACCESS SERVICE, CUSTOMER PREMISE EQUIPMENT, AND/OR ANY PRODUCTS OR SERVICE PROVIDED BY THIRD PARTIES UNDER THESE TERMS AND CONDITIONS. SANGOMA'S MAXIMUM LIABILITY UNDER THESE TERMS AND CONDITIONS IS LIMITED TO SERVICE CREDITS NOT TO EXCEED THE FEES ACTUALLY PAID TO SANGOMA BY CUSTOMER FOR THE SERVICE PROVIDED.
23. **Indemnity.** Customer will indemnify and hold harmless Sangoma, its directors, officers, employees, agents, and affiliates from and against any and all alleged or actual losses, costs, claims, liability of any kind, damages (including, without limitation, to any tangible property or bodily injury to or death of any person), or expense of whatever nature, (including reasonable attorneys' fees) to or by any third party, relating to or arising from (a) the use of the Service provided to Customer, whether or not Customer has knowledge of or has authorized access for such use, (b) any damage to or destruction of customer premise equipment not caused by Sangoma or its employees or agents, and (c) any Default by Customer. Customer has the sole and exclusive responsibility for the installation, configuration, security, and integrity of all Customer systems and/or customer premise equipment used in conjunction with or related to the Service. Customer will indemnify and hold harmless Sangoma from and against any actual or alleged losses, costs, claims, liability of any kind, damages, or expenses or fees (including reasonable attorneys' fees) on the part of or which may be incurred by Customer or a third-party relating to or arising from the use or operation of customer premise equipment. Customer's indemnification in this subsection includes any alleged or actual losses or claims in connection with unauthorized access to or use of the Service by any third-party through customer premise equipment, regardless if such unauthorized access is unintentional, accidental, intentional or by fraud and regardless of whether Customer had knowledge of such unauthorized access. In all such cases of unauthorized access Customer agrees that it retain full and sole responsibility for any and all charges for the Service provided by Sangoma. If Sangoma grants Customer access, either by online access, by application programming interface (API), or access by any other means, to a service ordering/management system and other related electronic tools (collectively, the "Electronic Tools"), Customer agrees that it is fully and exclusively responsible for all information accuracy, charges, costs, transactions, and activities conducted through such Electronic Tools. Customer agrees that it is fully and exclusively responsible to safeguard, monitor, manage, and maintain access to the Electronic Tools, and to only allow authorized use of the Electronic Tools to persons that Customer designates. Customer therefore agrees that it will indemnify and hold harmless Sangoma from and against any actual or alleged losses, costs, claims, liability of any kind, damages, or expenses or fees (including reasonable attorneys' fees) on the part of or which may be incurred by Customer, or a third-party, relating to or arising from the use or operation of the Electronic Tools. Customer's indemnification in this subsection includes any

alleged or actual losses or claims in connection with unauthorized access to, use, transactions, or activity conducted through the Electronic Tools, regardless if such unauthorized access is unintentional, accidental, intentional, or by fraud, and regardless of whether Customer had knowledge of such unauthorized access. In all such cases of unauthorized access Customer agrees that it retains full and sole responsibility for any and all charges for the Service provided by Sangoma.

24. No Warranties and Customer Assumption of Risk. SANGOMA MAKES SERVICE COMMITMENTS UNDER THE APPLICABLE SERVICE LEVEL AGREEMENT (“SLA”); SAID SLA IS INCORPORATED HEREIN BY REFERENCE. HOWEVER, SANGOMA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, FOR THE SANGOMA SERVICE PROVIDED UNDER THESE TERMS AND CONDITIONS AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SANGOMA DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET CUSTOMER’S REQUIREMENTS OR THAT THE SERVICE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. SANGOMA EXERCISES NO CONTROL OVER, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE ACCURACY AND QUALITY OF ANY INFORMATION TRANSMITTED WITH THE USE OF THE SERVICE. CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF ITS OR ITS EMPLOYEES, USERS, CUSTOMERS’, ETC., USE OF ANY INFORMATION TRANSMITTED VIA THE SERVICE. CUSTOMER WILL INDEMNIFY AND HOLD HARMLESS SANGOMA, ITS OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, EXPENSES, COSTS OR DAMAGES OF WHATEVER NATURE ARISING FROM OR RELATING TO THE USE OF ANY SANGOMA SIP SERVICE RESULTING FROM THE FAILURE OF CUSTOMER TO COMPLY WITH THIS SECTION.

25. Miscellaneous.

- a. Handwritten alterations or additions to these Terms and Conditions made by Customer will not be considered part of the Terms and Conditions. These Terms and Conditions may only be modified, or any rights under it waived, by a separate written document executed by both parties.
- b. These Terms and Conditions will be governed by, construed under, and enforced in accordance with, the laws of the State of Wisconsin a without reference to its choice of law principles. For any action or suit to enforce any right or remedy of these Terms and Conditions, the parties consent to exclusive jurisdiction and venue in the courts for Winnebago County, Wisconsin and the prevailing party will be entitled to recover its costs, including reasonable attorney’s fees.
- c. In the event of a conflict between these Terms and Conditions and any applicable tariff, the tariff will prevail.
- d. Customer may not assign these Terms and Conditions without Sangoma’s prior written consent. These Terms and Conditions will be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns. If any provision of these Terms and Conditions is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of these Terms and Conditions will not be affected thereby.
- e. Customer signing up for service certifies that (s)he is an officer or certified representative of Customer, and as such is authorized to enter into this binding Agreement. In the event any specified time frame or deadline denotes calendar days, it is agreed that when the last date of required action or response falls on a weekend or holiday, the action and/or deadline will automatically extend to the next business day. Agreement headings are provided for reference purposes only.
- f. **THESE TERMS AND CONDITIONS, TOGETHER WITH ANY ATTACHMENTS, INCLUDING ANY SCHEDULES, ADDENDUMS, PRICE LISTS, SERVICE LEVEL AGREEMENTS, AND ACCEPTABLE USE POLICIES, WHICH MAY BE POSTED AT: www.sangoma.com/legal/, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE, CONSTITUTE THE ENTIRE UNDERSTANDING BETWEEN THE CUSTOMER AND SANGOMA, INC, WITH**

RESPECT TO THE SERVICE PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT CUSTOMER IS NOT RELYING ON ANY AFFIRMATION OF FACT, PROMISE OR DESCRIPTION FROM ANY PERSON OR ENTITY, NOR ANY OTHER ORAL OR WRITTEN REPRESENTATION OTHER THAN WHAT IS CONTAINED IN THESE TERMS AND CONDITIONS AND ANY INCORPORATED DOCUMENTS.

26. **Acceptable Use Policy.** All use of the Service must comply with Sangoma's Acceptable Use Policy ("AUP") posted by Sangoma from time to time at www.sangoma.com/legal/. The AUP is incorporated herein by reference and subject to change. Sangoma reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong, including, without limitation, due to or arising as a result of any violation of the AUP.
27. **RFC 3261 Compliance.** The Service is based on RFC 3261 – "SIP-Session Initiation Protocol" and requires Customer to conform to this standard. If Sangoma determines that Customer is in violation of RFC 3261 and this violation prevents Sangoma from accurately rating or billing Customer's calls, Sangoma reserves the right to bill the customer based on their estimated usage and rates, based on Sangoma's discretion.
28. **Third Party Beneficiaries.** The parties do not intend by the execution, delivery, or performance of these Terms and Conditions to confer any benefit, direct or incidental, upon any person or entity not a party to these Terms and Conditions.
29. **CNAM and Directory Listing. The following applies to Directory Listing and related services only, if applicable:** Customer may request Directory Listing and/or CNAM. Upon the submission of any request for Directory Listing, Customer approves the inclusion of any applicable information with any applicable Directory Listing.

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