



## **APPLICATIONS SOFTWARE LICENSE AND TERMS OF USE**

This Applications Software License and Terms of Use (“Terms of Use”) is a legal agreement between you (“End User”) and Sangoma US Inc. or one of its affiliates (“Sangoma”). By downloading, logging into, or otherwise using any one or any combination of Sangoma’s applications (including any software within the Applications and any upgrades, updates, bug fixes, or modified versions thereof), including Digital Fax, Receptionist Console, TeamHub, Meet, Text Messaging (Desktop), Text Messaging (Mobile), Desktop Softphone (Mac/PC), Mobile Softphone (iOS/Android), Mobile Fax, Urgent Notify, Send (Mass Notification), Connector, CRM Integration, Employee Alerts (legacy), SMS Campaign Registry, Curbside, Call Flow, Appointment Suite (Scheduler, Confirmation and Reminder), Endpoint Monitor, Integration Studio, Contact Center, Service Insight, Desktop-as-a-Service, and Sangoma Talk (Connect) for Business Voice (each an “Application” or “App,” collectively, “Applications” or “Apps”), End User agrees to be bound by these Terms of Use. To use the Applications, an End User must subscribe and/or register an account with Sangoma. The Applications may have other posted notices or codes of conduct. All such notices and codes of conduct are incorporated by reference into these Terms of Use. **BE SURE TO READ CAREFULLY AND UNDERSTAND ALL OF THE RIGHTS AND RESTRICTIONS DELINEATED IN THESE TERMS OF USE.**

### **1. CHANGES TO THESE TERMS OF USE**

Sangoma may revise and update these Terms of Use from time to time in Sangoma’s sole discretion. All changes are effective immediately when posted to this weblink and apply to all access to and use of the Applications. End User’s continued use of the Applications following the posting of revised Terms of Use means that End User accepts and agrees to the changes.

### **2. END USER ACCOUNT**

2.1 **Initiating the Applications.** Once an application has been appropriately installed and Sangoma is in current receipt of payment for those one-time and recurring charges specified in the Sangoma Subscription Agreement (“Subscription Agreement”), End User will be able to create an individual account which enables End User to log in and access the Application. Once Sangoma has enabled an account, End User will create their password, which must be used to access and use the Application. End User acknowledges and agrees that any information End User provides in creating the account is complete and accurate, and End User agrees to keep it up to date.

2.2 **Use of Account; License.** Upon creation of End User’s account, Sangoma grants End User a revocable, non-exclusive, non-transferable, limited right to install and use the App on a mobile telephone, smartphone, tablet, or other computing device (“Device”) controlled by End User, and to access and use the App on such Device, strictly in accordance with these Terms of Use. This license does not transfer to End User any right, title, or interest in or to any of Sangoma’s intellectual property rights or those of its suppliers or licensors, as applicable. This license grant to End User does not permit, and End User shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Application; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Application; (c) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark)

or mark of Sangoma or its affiliates, partners, suppliers or licensors; or otherwise obscure or modify how the Application operates; (d) install, use or permit the Application to exist on more than one device at a time or on any other device or computer, other than through End User's separate download (as applicable) of the Application, each of which is subject to a different license (this restriction, however, does not limit End User's right to reinstall (as applicable) the Application on a specific device); (e) distribute or link the Application to multiple devices or other services; or (f) make the Application available over a network or other environment permitting access or use by multiple devices or users at the same time.

**2.3 Administering the Account.** Anyone who accesses an Application is an End User. A paid subscription must cover each End User who accesses an Application through an account. End Users are responsible for the security of login credentials and passwords. End User agrees that any person using End User's login credentials and password will be treated by Sangoma as authorized by End User to access the Application, any information as may be available through the Application, and take any other actions on End User's behalf. End User agrees to indemnify and hold harmless Sangoma and its affiliated companies from all damages, costs, expenses, liabilities, and claims incurred by them arising out of any action taken by any person or entity using End User's login credentials and password, with or without End User's consent. End User further agrees that Sangoma has no liability concerning the use of such passwords by third parties. End User agrees to notify Sangoma immediately if End User has any reason to believe that the security of their account has been compromised. Where applicable in certain Applications, "Administrators" who have administrator access rights may have the option to manage End User's use of the Applications as well as perform other administrative functions. In this event, End User's account is considered an "Agent" account, who may have limited access to and/or use the Applications as defined by an Administrator.

**2.4 Use of Account.** End User agrees that End User is responsible for their use of the Application and any consequences thereof and agrees to use the Application in compliance with all applicable local, state, national, and international laws, rules, and regulations. End User acknowledges and agrees that Sangoma may (a) terminate the license granted by these Terms of Use, (b) terminate login credentials, and/or (c) deny access to all or part of the Application without prior notice if End User engages in any conduct or activities that Sangoma, in its sole discretion, believes violates any of these Terms of Use, violates the rights of Sangoma, or is otherwise inappropriate for continued use of the Application. **DO NOT USE ANOTHER END USER'S LOGIN CREDENTIALS AND PASSWORD TO ACCESS THE APPLICATION. DO NOT USE THE APPLICATION TO ENGAGE IN ILLEGAL ACTIVITIES OR TO PROMOTE DANGEROUS OR ILLEGAL ACTIVITIES. DO NOT USE THE APPLICATION TO CREATE CONTENT THAT TRANSMITS COMPUTER VIRUSES, MALWARE, ADWARE, SPYWARE, TROJAN HORSE, WORMS, OR OTHER HARMFUL COMPONENT OF REPRODUCTIVE OR NON-REPRODUCTIVE NATURE.**

### **3. COMPLIANCE LAWS**

**3.1 Compliance with Applicable Laws and Regulations.** End User agrees to comply with all federal, state, and local laws, rules, and regulations related to or connected with the use of the Applications, including any recording capabilities, and assume all liability and responsibility for End User's use of the Applications. If Sangoma reasonably determines that End User is not in

compliance with applicable laws in the use of the Applications, Sangoma reserves the right to immediately suspend or terminate End User's use of the Applications, and End User will be solely responsible for any penalties and other sanctions for legal noncompliance.

3.2 **Outbound Calling, SMS, and MMS Messaging.** End User accepts sole responsibility for understanding the outbound calling, SMS, and MMS messaging features of an Application, where applicable, and agrees to maintain and monitor outside of the Application configuration and settings so that End User's outbound calls, SMS, and MMS messages managed through the Applications comply with all applicable federal and state law, including but not limited to telemarketing laws and regulations, including the Federal Trade Commission's Telemarketing Sales Rule, the Federal Communication Commission's Telephone Consumer Protection Act Rule, and state and local telemarketing and consumer protection laws, as they may be enacted, amended, and/or updated from time to time. Under these laws and regulations, the use of the Applications may be restricted. BECAUSE TELEMARKETING AND MESSAGING LAWS AND REGULATIONS ARE COMPLEX AND MAY CHANGE FROM TIME TO TIME, YOU ARE STRONGLY ADVISED TO SEEK THE ADVICE OF AN ATTORNEY REGARDING OUTBOUND TELEMARKETING CALLS, SMS, AND MMS MESSAGES, AND/OR USE OF AUTOMATED TELEPHONIC EQUIPMENT BEFORE USING AN APPLICATION FOR TELEMARKETING PURPOSES.

3.3 **Do Not Call Compliance.** All do-not-call or contact ("DNC") lists must be maintained by End User outside of an Application, if applicable. Under the telemarketing laws and regulations, if any party advises End User that they do not wish to receive communications from End User via the Application, then End should add those parties to End User's DNC list, and thereafter refrain from calling such parties. If Sangoma determines, in its sole discretion, that the receipt of communications via the Applications is not consensual, or violates any federal, state, and/or local rule and regulation, or is harassing to consumers or businesses, Sangoma may suspend the Application and any other applicable Sangoma services until DNC compliance is met.

#### 4. **ACCESS TO EMERGENCY SERVICES**

Use of Applications is subject to the limitations in Sangoma's "Emergency Dialing Disclosures and Statements of Compliance" at [www.sangoma.com/legal](http://www.sangoma.com/legal) ("Policy Page"). BY USING THE APPLICATIONS, END USER ACKNOWLEDGES AND AGREES TO ALL OF THE INFORMATION CONTAINED THEREIN REGARDING THE SANGOMA 911 EMERGENCY SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 OR ENHANCED 911 ("e911") CALLS. END USER ACKNOWLEDGES AND UNDERSTANDS THAT SANGOMA OFFERS A 911 EMERGENCY SERVICE AS DESCRIBED THEREIN AND THAT SUCH 911 DIALING IS DIFFERENT IN A NUMBER OF IMPORTANT WAYS (SOME, BUT NOT NECESSARILY ALL, OF WHICH ARE DESCRIBED IN THESE TERMS AND CONDITIONS) FROM TRADITIONAL 911 SERVICE, AND THAT SANGOMA HAS TOLD END USER THAT THE APPLICATIONS DO NOT SUPPORT TRADITIONAL 911 OR e911. SANGOMA 911 EMERGENCY SERVICE CANNOT BE USED WITH A SOFTPHONE APPLICATION AND IS ONLY AVAILABLE ON SANGOMA-PROVIDED EQUIPMENT.

## 5. **INTELLECTUAL PROPERTY RIGHTS**

The Applications have been licensed, not sold, to End User. Other than the limited license granted, End User has no other right, title, or interest in the App or any of the technology used to create the App. Sangoma's "Intellectual Property" includes, but is not limited to, the Application and any other applications created by, for, or on behalf of Sangoma. It also contains Sangoma equipment, and any firmware or software used to provide the Application provided to End User and all information, documents, websites, portals, as well as its corporate names, service marks, trademarks, trade names, logos, and domain names (collectively, the "Marks") related and unrelated to the Application. Title to and ownership of Sangoma's Intellectual Property and Marks will remain solely with Sangoma or its suppliers. Nothing in these Terms of Use will grant End User the right or license to use any of the Marks for any purpose without the prior written permission of Sangoma. By using the App, End User further acknowledges and agrees to be bound by the terms and conditions of third party notices and terms relating to free and open source software ("FOSS"), which may comprise the underlying programming of the Applications found at the Policy Page.

## 6. **END USER CONTENT**

6.1 **Content.** The Applications may contain interactive features that allow End User to input, upload, post, submit, publish, display, or transmit to other users or other persons information and other content or materials (collectively, "Content") using the Applications. All Content must comply with the Content Standards set out in these Terms of Use. By providing any Content on the Applications, End User grants Sangoma, its respective licensees, successors, and assigns the right to use, reproduce, modify, display, distribute, and otherwise disclose any such material according to the terms of the Subscription Agreement. End User understands and acknowledges that End User is responsible for any Content submitted. End User, not Sangoma, has full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Sangoma is not responsible or liable to any third party for the content or accuracy of any Content input by End Users.

6.2 **Transmitted Content.** Sangoma does not screen any Content transmitted via or used in connection with the Applications. End User acknowledges and agrees that Sangoma is not responsible for End User's creation or use of any Content transmitted via or used in connection with the Applications. End User represents that it owns or has acquired the necessary rights to use and/or transfer any such communications and/or content. End User further represents that End User shall not make available any Content in violation of any third party's intellectual property or other proprietary rights.

6.3 **Recordings.** End User is responsible for using any available recording features in compliance with all recording laws. If End User chooses to record a session in an applicable Application, End User acknowledges and consents to Sangoma storing recordings, according to commercially reasonable Content-storage standards. If End User does not consent to being recorded, End User has the option to discontinue the applicable session and/or use of the Applicable Application. For certain of the softphone applications, recordings may be stored by an End User on a mobile device or desktop computing device. These recordings are not accessible by Sangoma and Sangoma has no control over an End User's creation or use of such recordings.

## 7. **PROHIBITED USES**

End User agrees to only use the Applications for lawful purposes and not:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use;
- To impersonate or attempt to impersonate Sangoma, a Sangoma employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- To set up and/or configure a user's communications features in such a way as to cause use and/or other issues with the user's use (i.e., creating call loops, disrupting ring groups and/or call queues, voicemail and/or other recordings containing profane language, etc.) or subscribes a user to a mailing list or other communication which the user does not grant permission or give consent to receive;
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Applications, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability;
- In any manner that could disable, overburden, damage, or impair the Applications or interfere with any other party's use of the Applications, including their ability to engage in real-time activities through the Applications;
- With any robot, spider, or other automatic Device, process, or means to access the Applications for any purpose, including monitoring or copying any of the material on the Applications;
- With any manual process to monitor or copy any of the material on the Applications, or for any other purpose not expressly authorized in these Terms of Use, without Sangoma's prior written consent;
- With any device, software, or routine that interferes with the proper working of the Applications;
- To introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- To attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Applications, the services on which the Website is stored, or any server, computer, or database connected to the Applications;
- To attack the Applications via a denial-of-service attack or a distributed denial-of-service attack; or
- To otherwise attempt to interfere with the proper working of the Applications.

## 8. **MONITORING AND ENFORCEMENT**

8.1 Sangoma has the right to (a) remove, modify, or refuse to post or transmit any Content for any reason, in Sangoma's sole discretion; (b) take any action with respect to any Content that Sangoma deems necessary or appropriate in Sangoma's discretion, including if Sangoma believe that such Content violates the Terms of Use, including the Content Standards,

infringes any intellectual property right or other rights of any person or entity, threatens the personal safety of users of the Applications or the public, or could create liability for Sangoma; (c) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Applications; and (d) terminate or suspend access to all or part of the Applications for any or no reason, including without limitation, any violation of these Terms of Use.

8.2 Without limiting the foregoing, Sangoma has the right to cooperate fully with any law enforcement authorities or court order requesting or directing Sangoma to disclose the identity or other information of anyone posting any materials on or through the Applications. END USER WAIVES AND HOLD HARMLESS SANGOMA FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY SANGOMA DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SANGOMA OR LAW ENFORCEMENT AUTHORITIES.

## **9. CONTENT STANDARDS**

These content standards apply to any and all Content and use of interactive Services. Content must, in their entirety, comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and Sangoma's Privacy Policy available on the Policy Page;
- Be likely to deceive any person;
- Promote any illegal activity, or advocate, promote, or assist any unlawful act;
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- Involve, contests, sweepstakes, and other sales promotions, barter, or third party advertising;
- Are provided by robo calling software and/or hardware; or
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

## **10. EXPORTATION**

End User may not download, use, or otherwise export or re-export the Application except as authorized by law. End User represents to Sangoma that End User will not download or use the Application: (a) when End User is physically in any country that is subject to a US Government

embargo, or that has been designated by the US Government as a “terrorist-sponsoring” country, or (b) if End User is listed on any US Government list of prohibited or restricted parties including the Treasury Department’s list of Specially Designated Nationals or the US Department of Commerce Denied Person’s List or Entity List. End User also agrees that End User will not use the Application for any purposes prohibited by United States law, for any unauthorized, unintended, unsafe, or hazardous objectives, or in any manner inconsistent with the Terms of Use.

## **11. MODIFICATIONS TO THE SERVICES**

11.1 Sangoma has no obligation to maintain or support any App; however, Sangoma may implement updates and/or modifications to the Apps from time-to-time. Updates and/or changes will automatically occur and are initiated by Sangoma and/or its suppliers and may require Sangoma to remotely access any device upon which the Application is installed (as applicable). Upgrades include modifications needed to comply with changes in legislation, legal or regulatory requirements, or conditions to abide by the terms of any agreements. Sangoma has with any third parties regarding the Application. Upgrades may also occur to address security concerns and hardware improvements or if End User requests additional functions or features. These Terms of Use will apply to any such updates and/or modifications unless accompanied by separate terms of use, in which event those terms of use will apply.

11.2 End User acknowledges and understands that certain aspects of the App may require or utilize phone service, data access, or text messaging capability. Sangoma does not charge for the use of said aspects, but carrier rates for phone, data, and text messaging may apply, and End User alone is responsible for any such charges.

## **12. DATA COLLECTION AND PRIVACY**

End User acknowledges that Sangoma may, from time to time, collect and process information about End User’s use of Applications in accordance with its Privacy Policy available on the Policy Page in order (a) to understand the product and/or software performance; (b) to ensure that End User is using the Application in accordance with the terms of these Terms of Use (c) to enable Sangoma to comply with the terms of any agreements it has with any third parties regarding products and/or software; (d) to enable Sangoma to comply with all applicable laws and/or regulations or the requirements of any regulatory authority or government agency; or (e) for any other lawful purpose. Such information may include names, dates, times, how the Applications are used, other software in use, OS version, hardware information, and similar confidential data. End User consents to Sangoma collecting, holding, using, communicating, and/or disclosing such information as needed for the functioning and upgrading of the Applications.

For the avoidance of doubt Sangoma Connect for Business Voice may uses Google Analytics to collect a variety of information including but not limited to which features End Users use, behavior flow, and city. This information is reported to the Google Analytics Account for the purpose of improving the performance of Sangoma Connect. The following information is excluded from being collected pursuant to the foregoing: call logs, recording details, login and logout activity, extension details such as name, address, and password, SIP provider details such as username and password, phonebook entries for names and phone numbers, administrative-user information, and audio files. For more information on how Google Analytics collects and processes this data please

visit this link <http://www.google.com/policies/privacy/partners/>. In the event of a crash, Sangoma Connect uses Xamarin Insights to perform internal analytics and assess the issue, and to report details about the crash. In order to do this Xamarin Insights collects information such as device type, operating system and version, crash date, crash log, and device information (network connectivity, cellular carrier, charger, Bluetooth, etc.) In the instances of both Google Analytics and Xamarin Insights the information may be stored perpetually.

### **13. EMBEDDED LINKS**

The Applications may contain links and pointers to Internet websites and/or content and links to and from the Application to websites maintained by Sangoma or by third parties. Sangoma provides hyperlinks to third party websites only for convenience. These links do not constitute an endorsement by Sangoma of any third party content. End User acknowledges and agrees that Sangoma is not responsible for any content, services, and/or Software provided by any third party or accessed by or from any third party websites. In certain Applications, End User may be able to add links and pointers to Internet websites and/or content and links to websites maintained by End User or third parties. End User acknowledges and agrees that Sangoma is not responsible for any content, services, and/or Software provided by any third party or accessed by or from any third party websites where the End User adds such to an Application.

### **14. THIRD-PARTY INTEGRATIONS**

14.1 The Applications may integrate with third-party hardware and software providers, and in some instances, allow End User to use third-party integrations to connect the Applications to End User's system(s), as applicable. Some of the third-party software is essential to the core operation, for example operating systems and databases. Other third-party software is needed to implement. Sangoma will not support integration to third-party hardware or software that is no longer supported by the respective vendor. Sangoma will also not support third-party hardware or software that is not directly used in the Application, as such, but can be used as tools that support the general use of the Application, for example, Microsoft Excel or Google Sheets.

14.2 Many third-party software and service providers do not follow strict software lifecycle policies where changes to their application programming interfaces ("APIs") are announced. This applies to, for example, Facebook and Google. Sangoma follows updates to applicable APIs and will update Applications to comply with updates as quickly as possible, as appropriate. However, Sangoma is not responsible for any limitations, thresholds, bugs, or the like in such third-party APIs.

14.3 End User acknowledges and agrees that when using the following third-party integrations in conjunction with the Applications, the applicable terms of services apply: (1) Google APIs are governed by the Google APIs Terms of Service found at [developers.google.com/terms](https://developers.google.com/terms); (2) Dropbox APIs are governed by the Dropbox Developer Terms and Conditions found at [dropbox.com/developers/reference/tos](https://dropbox.com/developers/reference/tos); and (3) Atlassian Connect, Jira Cloud Platform, Atlassian OpenAPI, Trello API, and Confluence Cloud using Connect are governed by the Atlassian Developer Terms found at [developer.atlassian.com/platform/marketplace/atlassian-developer-terms/](https://developer.atlassian.com/platform/marketplace/atlassian-developer-terms/). Other APIs may become available and additional terms posted to this website.



**15. TERM; TERMINATION**

These Terms of Use shall apply to End User for a term equal to that of End User's Subscription Agreement or the Subscription Agreement under which End User has permission to access the Application. Upon termination, expiration, or cancellation of that Subscription Agreement for any reason, all rights to use the Application shall immediately terminate without further action by or notice from Sangoma. These Terms of Use will also immediately terminate without notice from Sangoma if End User fails to comply with any provision of these Terms of Use or the terms of the applicable Sangoma Subscription Agreement. Upon such termination, End User must cease using the Application.

**16. WARRANTIES**

SANGOMA MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE APPLICATION FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR STATUTE, OR ANY WARRANTY THAT THE APPLICATION ARE "ERROR-FREE" OR WILL MEET END USER'S REQUIREMENTS.

**17. INDEMNIFICATION**

END USER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS SANGOMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS AND ANY OTHER OF ITS UNDERLYING PROVIDERS, SERVICE PROVIDERS OR OTHER THIRD PARTY PROVIDERS WHO FURNISH SERVICES TO END USER OR SANGOMA IN CONNECTION WITH THE APPLICATION, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, END USER OR ANY THIRD PERSON OR PARTY OR USER OF THE APPLICATION RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE SANGOMA APPLICATION, INCLUDING 911 EMERGENCY SERVICE AND/OR INABILITY OF END USER OR ANY THIRD PERSON OR PARTY OR USER OF THE APPLICATION TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS.

**18. LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SANGOMA BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO END USER'S USE OR INABILITY TO USE THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF SANGOMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY

FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO END USER. IN NO EVENT WILL SANGOMA'S TOTAL LIABILITY TO ANY END USER EXCEED THE ACTUAL AMOUNTS PAID BY END USER TO SANGOMA FOR THE APPLICATION IN THE AGGREGATE, EXCEPT AS REQUIRED BY APPLICABLE LAW. SUCH LIMITATIONS WILL APPLY EVEN IF THE REMEDY FAILS OF ITS FUNDAMENTAL PURPOSE.

## **19. GOVERNING LAW; ENTIRE AGREEMENT**

These Terms of Use are governed by and shall be interpreted under the laws of the state of Florida, without reference to conflict of laws principles. If any portion of these Terms of Use is found to be void or unenforceable, the remaining provisions will remain in full force and effect. These Terms of Use constitute the entire agreement between Sangoma and End User concerning the Application and supersedes any conflicting or additional terms in any other documentation between Sangoma and End User. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms of Use.

## **20. DISPUTE RESOLUTION**

END USER FURTHER ACKNOWLEDGES AND AGREES TO BE BOUND TO THE TERMS OF SANGOMA'S ARBITRATION POLICY FOUND AT THE POLICY PAGE. END USER AND SANGOMA ACKNOWLEDGE AND AGREE THAT THIS SECTION WAIVES ANY RIGHT TO A JURY TRIAL OR PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN A CLASS ACTION. IF A COURT OR ARBITRATOR DETERMINES THAT END USER'S WAIVER OF END USER'S ABILITY TO PURSUE CLASS OR REPRESENTATIVE CLAIMS IS UNENFORCEABLE, THESE ARBITRATION PROVISIONS WILL NOT APPLY, AND THE DISPUTE WILL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION, OTHER THAN A SMALL CLAIMS COURT. END USER AGREES THAT THE EXCLUSIVE VENUE AND JURISDICTION FOR SUCH CLAIM SHALL BE IN SARASOTA COUNTY, FLORIDA, OR IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION. SHOULD ANY OTHER PORTION OF THE ARBITRATION POLICY BE DEEMED UNENFORCEABLE, THAT PORTION WILL BE REMOVED, AND THE AGREEMENT WILL OTHERWISE REMAIN BINDING. NEITHER END USER NOR SANGOMA MAY BE A REPRESENTATIVE OF OTHER POTENTIAL CLAIMANTS OR A CLASS OF POTENTIAL CLAIMANTS IN ANY DISPUTE, NOR MAY TWO OR MORE INDIVIDUALS' DISPUTES BE CONSOLIDATED OR OTHERWISE DETERMINED IN ONE PROCEEDING.

## **21. NOTICE**

21.1 **General Notices.** All notices under these Terms of Use will be given only in writing to Sangoma at 301 N. Cattlemen Road, Suite 300, Sarasota, FL 34243, Attention Legal Department, or via email to [legal@sangoma.com](mailto:legal@sangoma.com) and to End User at the address or email address provided when activating an account. End User may change their notification address by giving reasonable written notice in the manner set forth herein. Any feedback or unsolicited submissions, including ideas for products or services, improving the Application, marketing Sangoma, and its Applications, and/or enhancing Application performance will automatically become the property

of Sangoma. Sangoma shall have the right to use any feedback and/or submissions in any manner and its sole discretion. Sangoma shall not nor shall it be required to compensate End User for any content or idea expressed in any feedback and/or submission.

21.2 **Digital Millennium Copyright Act ("DMCA") Notices.** Certain materials transmitted and/or displayed via the Applications are from third parties, not within Sangoma's control. Sangoma is under no obligation to and does not scan such third-party Content used in connection with the Applications for the inclusion of illegal or impermissible content. However, Sangoma respects the copyright interests of others and, as a policy, does not knowingly permit usage of materials that infringe another party's copyright. If you believe any materials on the Applications infringe a copyright, End User can click [here](#) to submit a notice or can provide Sangoma with written notice that, at a minimum, contains:

- A physical or electronic signature (i.e., "/s/ (print name)") of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the work(s) claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site and a statement of ownership of such work(s);
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement, under penalty of perjury, that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- Include the following statement: "I have good faith belief that the use of the copyrighted materials described above and contained on the service is not authorized by the copyright owner, its agent or protection of law."

All DMCA notices should be sent to Sangoma's Designated Agent at:

Sangoma US Inc.  
301 N. Cattlemen Road, Ste. 300  
Sarasota, FL 34243  
Tel: +1941.234.0001  
Email: [Legal@Sangoma.com](mailto:Legal@Sangoma.com)

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