



## ARBITRATION POLICY

This Arbitration Policy (“**Policy**”) is incorporated by reference into an agreement (“**Agreement**”) entered into between Sangoma Technologies Inc. or one of its subsidiaries or affiliates (collectively, “**Sangoma**”) and the person or entity named in the Agreement (“**You**” and collectively with Sangoma the “**Parties**”) and governs the Parties’ agreement to resolve, in good faith, any and all claims or disputes that in any way arise from or relate to the Agreement (each a “**Claim**”).

To start the negotiation process concerning any Claim, the initiating Party (“**Claimant**”) must send a written description of its Claim to the non-initiating Party (“**Non-Claimant**”) in the manner set forth in the Agreement or, if no such provision regarding notice is contained in the Agreement, to Sangoma via email ([Legal@Sangoma.com](mailto:Legal@Sangoma.com)) or by mail (Sangoma, Attn: Legal Department, 301 N. Cattlemen Road, Suite 300, Sarasota FL 34232) and to You by any email address or mailing address provided by You in the Agreement.

The written description should include specific information regarding the precise nature of the Claim, the facts giving rise to such Claim, the desired resolution, and all other facts Claimant deems relevant to the Claim. Non-Claimant shall then have twenty-one (21) business days (beginning the first full business day after the date the written description is received (the “**Claim Date**”) to investigate and respond to the Claim. All good faith negotiations shall conclude within sixty (60) days of the Claim Date.

Any properly submitted Claim that is not resolved between the Parties by the Claim Date, shall be resolved by final, binding arbitration administered by the American Arbitration Association (the “**AAA**”) in accordance with its Commercial Arbitration Rules. The AAA’s Commercial Arbitration Rules are hereby incorporated by reference into this Policy and are available at [www.adr.org](http://www.adr.org). This Parties expressly agree that this agreement to arbitrate extends to claims the Claimant asserts against other parties, if Claimant also asserts claims against Non-Claimant or its affiliates in the same proceeding. Arbitration shall be conducted pursuant to Florida law and shall take place exclusively in Sarasota County, Florida.

As the Agreement involves interstate commerce and the Federal Arbitration Act, federal arbitration law governs arbitrations under this Policy. An arbitrator may only award what relief a Florida Circuit Court could award, limited to the same extent that a court would limit such relief, and consistent with the terms of the Agreement. An arbitrator may order injunctive relief, declaratory relief, or summary judgment under applicable law, as long as that injunctive relief or declaratory relief does not apply beyond the dealings between the Parties. Any award rendered by the arbitrator may thereafter be entered in any court having jurisdiction over such Claim.

The Parties agree to pay their own fees, costs, and expenses (including those for counsel, experts, and witnesses) and agree to equally share the arbitrator’s fee in accordance with the rates set in the AAA fee schedule for arbitrations. Visit [www.adr.org](http://www.adr.org) for arbitrator fee information in hardship circumstances. The Parties agree that failure or refusal of Claimant to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by Claimant to present evidence or cross-examine witnesses. In such event, Non-

Claimant may be required to present evidence and legal argument as the arbitrator may require for the making of an award.

Claimant must provide notice to Non-Claimant (in the same manner as the written description of the Claim was provided) in order to commence the arbitration process. Once a notice of arbitration is sent by Claimant, the proceeding is confidential and Claimant agrees to not publish or otherwise communicate to any person, or in any public forum, any disparaging remarks, comments or statements concerning Non-Claimant or any of Non-Claimants products, services, officers, employees, or agents. For each violation of the foregoing, the non-violating Party shall be entitled to One Thousand Dollars (\$1,000 USD). Non-Claimant shall be entitled to assert any permissive counterclaim it may have against Claimant provided that Non-Claimant shall be solely responsible for any administrative fees of the AAA associated with the counterclaim.

Arbitration hereunder will occur before a single neutral arbitrator who is a lawyer in good standing with the Florida Bar and has experience in commercial disputes. Preference will be given to a qualified arbitrator who also has knowledge of VoIP services. The arbitrator shall be selected by the Parties within twenty-one (21) days of the Non-Claimant's receipt of the notice of arbitration from an identical list of arbitrators provided by the AAA, in accordance with applicable AAA rules. If the Parties are unable to agree upon an arbitrator, each Party shall have fifteen (15) days from the transmittal date of the list to strike names objected to, number the remaining names in order of preference, and return the list to the AAA. If a Party does not return the list within this 15-day period, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree on any of the persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the AAA shall have the power to make the appointment from among other qualified member arbitrators without the submission of additional lists.

The following discovery will be permitted in connection with the arbitration: interrogatories, requests for admission, production of documents, and depositions of no more than four (4) fact or expert witnesses for a total of no more than twenty (20) hours. A Party requesting eDiscovery as part of the production of documents will bear the cost of such production, in excess of One Thousand Dollars (\$1,000 USD). All exchanged discovery is considered confidential information, and cannot be published in any form, and shall be promptly destroyed upon conclusion of all proceedings.

Arbitration hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in-person hearings. The final hearing of arbitration cannot occur for more than three (3) consecutive business days and must be commenced within six (6) months from the appointment of the arbitrator. The arbitrator can permit additional hearing days if determined to be reasonably necessary. Up to two (2) extensions of the final arbitration hearing per Party can be permitted by the Arbitrator upon showing of justifiable cause by the Party requesting the extension.

In the event an award is rendered, and notwithstanding anything else herein to the contrary, the Party against whom the award is granted shall bear all final costs for the arbitrator's fees and the

prevailing Party's fees, costs, and expenses including, but not limited to, those for counsel, experts and witnesses, administrative fees, travel expenses, out of pocket expenses such as copying and telephone, and AAA costs. If the arbitrator grants partial relief to both Parties, the arbitrator will equitably allocate the arbitrator's fees and other fees, costs, and expenses between the Parties. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by applicable law. The arbitration award will be final and binding on both Parties, will not be subject to any appeal, and will be enforceable in any court of competent jurisdiction. Except as may be required by law, neither the Parties nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the Parties.

Neither Party may be a representative of other potential claimants or a class of potential claimants in any dispute arising out of the Agreements, nor may either Party's disputes or Claims be consolidated or otherwise determined in one proceeding with those of a non-Party. While the prohibition on consolidated or class-wide proceedings in this Policy will continue to apply: (a) Claimant may take claims to small claims court in Sarasota County, Florida, if they qualify for hearing by such court; and (b) if You fail to timely pay amounts due, Sangoma may assign Your account for collection and the collection agency may pursue such claims in a court of competent jurisdiction limited strictly to the collection of any outstanding amounts owed to Sangoma and any interest or cost of collection permitted by law or the Agreements.

**CUSTOMER 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 BY CUSTOMER ARISING OUT OF THE AGREEMENTS, PROVISION OF SANGOMA SERVICES, OR EQUIPMENT SOLD OR PROVISIONED BY SANGOMA. IF A COURT OR ARBITRATOR DETERMINES THAT CUSTOMER'S WAIVER OF A JURY TRIAL OR OF THE ABILITY TO PURSUE CLASS OR REPRESENTATIVE CLAIMS IS UNENFORCEABLE, THIS ARBITRATION POLICY WILL NOT APPLY AND ANY DISPUTE WILL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION, OTHER THAN A SMALL CLAIMS COURT. SHOULD ANY OTHER PORTION OF THIS ARBITRATION POLICY BE DEEMED UNENFORCEABLE, THAT PORTION SHALL BE REMOVED, AND THE ARBITRATION POLICY SHALL OTHERWISE REMAIN BINDING.**

The foregoing notwithstanding, Sangoma may initiate legal action against You for non-payment of amounts due and payable to Sangoma under the Agreement.

*Last Updated January 2024*