

## ASTERISK SUPPORT AGREEMENT

BY ELECTRONICALLY SIGNING OR USING A CLICK ACCEPTANCE BUTTON YOU CERTIFY THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT DRAWN UP IN ENGLISH, YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, ALL INFORMATION SUBMITTED BY YOU IN THIS AGREEMENT IS COMPLETE, TRUE, ACCURATE, AND NOT MISLEADING AND IF YOU ARE SUBMITTING THIS AGREEMENT ON BEHALF OF AN ORGANIZATION YOU ARE DULY AUTHORIZED TO BIND THE ORGANIZATION TO THESE TERMS. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT YOU ARE NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT. THIS AGREEMENT IS MADE BY AND BETWEEN SANGOMA TECHNOLOGIES INC. ("SANGOMA") WITH AN ADDRESS OF 100 RENFREW DRIVE, SUITE 100 MARKHAM, ONTARIO L3R 9R6 CANADA AND THE PERSON OR ENTITY LISTED AS CUSTOMER IN THE ORDER FORM ("CUSTOMER"). THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE UPON WHICH CUSTOMER ACCEPTS THIS AGREEMENT VIA CLICK ACCEPT, ELECTRONIC SIGNATURE, OR MANUAL SIGNATURE ("EFFECTIVE DATE").

### Version October 2020

#### 1. Definitions.

- 1.1. "Additional Servers" means the number of Servers that the Company wishes to be covered by this Support Agreement beyond the number of Included Servers normally supported by a given Support Level. Not all Support Levels include the ability to add Additional Servers.
- 1.2. "Additional Server Price" means the price for each Additional Server.
- 1.3. "Business Hours" means from 8am until 6pm in the U.S. Eastern Time Zone, Monday through Friday, except for Sangoma recognized holidays.
- 1.4. "Certified Asterisk" is a release of Asterisk (chosen in Sangoma's sole discretion) which is built from the same source code as Asterisk, but the release process is managed differently to satisfy the needs of customers who receive support from Sangoma as defined in this Agreement. Certified Asterisk does not include or enable all of the modules that are made available with Asterisk. The Asterisk add-on modules, which are GPL only and ineligible for dual licensing, are not included in Certified Asterisk. The only Asterisk modules eligible for support are modules identified as "core" in the source code of the then current version (meaning the version which is current as of the date the ticket is opened in the engineering issue tracker) of the Supported Software. The core modules as of the Effective Date are identified for informational purposes only at <https://wiki.asterisk.org/wiki/display/AST/Asterisk+Module+Support+States>. The list of core modules is subject to change in Sangoma's sole discretion in that Sangoma may add, but never remove, a core module. The current core modules are always found in the source code.
- 1.5. "Confidential Information" means information, which has been marked as Confidential in writing by Company, provided to Sangoma which is necessary to allow Sangoma to complete its performance under this Agreement (for example- passwords and configurations). If information is disclosed orally and Company wishes for the information to be considered Confidential Company must identify it as confidential at the time of the disclosure and follow up with a written summary to Sangoma of the disclosure indicating it is to be considered confidential within thirty (30) days of the disclosure. Company is responsible for their own system security and Company is advised by Sangoma to remove remote access accounts after Sangoma representatives have used passwords provided by Company to complete remote work.

- 1.6. "Documentation" is defined as the output of the CLI core show command, the "doc" directory of the Supported Software's source code trees, and the product specific content available at <https://wiki.asterisk.org>.
- 1.7. "Effective Date" means the date on which Customer accepts this Agreement via click accept, electronic signature or manual signature.
- 1.8. "Engineering Support" includes advanced troubleshooting of program errors (bugs), attempting to correct bugs, and providing updated versions of the Supported Software according to Sangoma's normal release cycles. Engineering Support is not provided by Support Levels 1, 2, 3 or 4.
- 1.9. "Included Systems" or "Included Servers" means the number of Asterisk Servers for which Sangoma will provide Support Services for each Support Level. The number of Included Servers varies by the Support Level, as designated in the Table of Entitlements.
- 1.10. "Included Cases" or "Included Incidents" means the number of cases that the Support Level includes as part of the Supported Services provided by Sangoma to Company.
- 1.11. "Incidents" or "Cases" mean a single problem, technical question, or issue about the Supported Product that the Company identifies to Sangoma by contacting Sangoma Technical Support using the contact information at <https://www.sangoma.com/support/contact>, and for which the Company desires assistance from Sangoma. Each Incident may involve a number of phone calls, emails, web responses or other interactions with Company as required to bring about an acceptable resolution or determination. The number of included Incidents is defined by Support Level in the Table of Entitlements. Incidents or Cases which have not been used by Company at the end of a Term will not be rolled over for use in the next Term, nor shall Incidents or Cases which have not been used by Company upon the termination or expiration of this Agreement be refunded or credited to Company.
- 1.12. "Initial Term" means the one year period, beginning upon the Effective Date.
- 1.13. "Named Contact" means the certain technical contact person or persons who are identified by the Company by name and who may contact Sangoma for initiating Incidents under this Agreement. Named Contacts are also allowed access to the full case history and are copied on all case-related correspondence. Company may change the Named Contact with commercially reasonable advance prior written notice to Sangoma through the customer portal. The Named Contact shall receive notifications of updates, releases, status of open support cases, and other notifications under this Agreement.
- 1.14. "Phone Support Access Hours" means the hours in Company's time zone during which Company may place a telephone call to the Sangoma technical support center. Different Support Levels may include different hours of access to Sangoma technical Support.
- 1.15. "Remote Troubleshooting" means Sangoma support technicians or engineers using electronic methods to securely log into and attempt to identify and resolve issues. Company's Servers will need to be accessible via the Internet in order for Sangoma to perform Remote Troubleshooting, and Company may need to make temporary changes to Company router or firewall configurations to facilitate remote troubleshooting.
- 1.16. "Renewal Term" means one or more successive one-year periods set forth in Section 6.1.
- 1.17. "Supported Software" means the "Core" modules of Certified Asterisk and the current major version Asterisk LTS releases and associated Documentation, Updates, and Upgrades to the Supported Software all in the form in which they were made available by Sangoma.

- 1.18. "Support Level" means the L1, L2, L3, or L4 Support and any future Levels of Support offered by Sangoma under this Agreement. L5 support is not offered under this Agreement.
- 1.19. "Support Services" means collectively Technical Assistance and Remote Trouble Shooting. Support Services do not include support for Supported Software that has been modified, on-site support, system design, system architecture, system implementation, network design or architecture, nor configuring systems for clustering, redundancy or backup or Engineering Support. Support Services do not support for Supported Software that have been modified, on-site support, system design, system architecture, system implementation, network design or architecture, nor configuring systems for clustering, redundancy, or backup.
- 1.20. "Server" means a single computer which processes data using one or more CPUs, and which is owned, leased or otherwise controlled by the Company. In the event such a computer contains Server Blades and/or Virtual Server Operating System, each such Server Blade or Virtual Server Operating System shall be considered a separate Server.
- 1.21. "Server Blade" means a complete computer system on a single board which includes one or more CPUs, memory, operating system, network connections, and typically includes access to hard drives or other mass storage devices. A Server Blade is designed to be inserted into a space-saving rack, and each rack may contain a number of Server Blades served by one or more power supplies.
- 1.22. "Support Fee" means the fees set forth in this stated in this Agreement.
- 1.23. "Supported Platform" is defined to mean a Linux operating system with the system architecture of x86 & x86\_64 which is the only platform on which Company may run or install the Supported Software for which Support Services are being provided under this Agreement.
- 1.24. "Term" means either the Initial Term or a Renewal Term, as applicable.
- 1.25. "Technical Assistance" means providing assistance or answering questions related to installation, configuration, and basic troubleshooting of the Supported Software. Technical Assistance does not include Engineering Support. Technical Assistance does not include configuring or assisting in the setup of the Supported Software to perform calls to emergency services (e.g. 911).
- 1.26. "Upgrades" and "Updates" Upgrades means bug fixes, updates and/or enhancements for Supported Software or other software or software tools that may be provided to Company as part of Support Services and can be distinguished from an Update by the location of the number which changes in the new release of the software. The numbers of a release are in the format of asterisk-A.B.C-certD. When A changes it is an Upgrade. When B, C or D changes, it is an Update. For purposes of example only, a change from Asterisk 1.8.6-cert1 to Asterisk 11.0-cert1 would be an Upgrade. A change from Asterisk 1.8.6-cert1 to Asterisk 1.8.11-cert14 would be considered an Update. For further clarification, an Upgrade is considered a major release of software in which new functionality is added. An Update is considered a minor release of a given major release in which bug fixes or security upgrades are made.
- 1.27. "Virtual Server Operating System" means an operating system that has been emulated or does not run directly on physical hardware. A single physical hardware Server or Server Blade may host multiple operating systems and thereby provide multiple Virtual Server Operating Systems.
- 1.28. "Web Case Initial Response Time" means the targeted maximum time that Sangoma will make commercially reasonable efforts to initially respond to Cases that are opened through the Sangoma Web Case Management System. For clarification, this is the maximum time by which Sangoma shall respond to Cases, not the maximum time in which Sangoma shall close Cases. There is no SLA (service level agreement) contained in this Agreement.

- 1.29. "Web Case Management System" is the password-protected subscriber portal on the Sangoma Website that is designated by Sangoma for the Company to initiate Cases and to provide information about open Incidents.

## 2. SUPPORT SERVICES

2.1 During the Term and for as long as Company is current in paying the Support Fees described in Section F, Sangoma shall provide commercially reasonable efforts to perform Support Services to Company for the Supported Software running or installed on the Supported Platform. Company agrees it will use or apply such Support Services on no more than the quantity of Servers as it designates and pays for under this Agreement (including any Additional Servers if applicable). The scope of Support Services provided to the Company under this Agreement is subject to the then-current version of the software listed in the Table of Entitlements for Support as provided on the Sangoma Website (a sample of which is provided as Exhibit A).

2.2 Company may receive the Support Services for no more than the total number of Servers for which Support Fees have been paid or will be paid according to Section 4 (together, the "Paid Servers").

2.3 Each Company Server that utilizes any portion of any of the Supported Software must be covered under a Paid Support in order to receive Support Services from Sangoma. All of Company's Servers running any Supported Software for which Support Services are to be provided must have the same Support Level.

2.4 Any unauthorized use of Support Services shall be deemed to be a material breach of this Agreement and may result in immediate termination.

2.5 All information concerning Company's business, employees, customers, operations, or other data that may be incidentally obtained or viewed by Sangoma personnel during troubleshooting or performing Support Services for Company's systems or Servers shall be deemed Confidential Information.

## 3. DELIVERY.

Company may obtain copies of Supported Software by download from a designated area on the Sangoma or Asterisk Websites. Some Supported Software must be purchased by Company in order to be downloaded. Sangoma shall also provide to Company's Named Contact via email within one (1) business day of the Effective Date a password to Sangoma's customer portal on the Sangoma Website. The Supported Software will be deemed accepted by Company unless written notice is provided to Sangoma within ten (10) days of date obtained. Sangoma shall thereafter make Documentation and Updates available to Company from time to time as generally released according to Sangoma's release schedules. Subsequent releases of the Supported Software or Documentation by Sangoma will be deemed accepted upon receipt by Company.

## 4. ADDITIONAL SERVERS

If at any time during a Term, Company increases the quantity of its Servers utilizing all or part of Supported Software and for which any Support Services are used or applied to, Company shall notify Sangoma, within no later than thirty (30) days after each such addition and pay the Per Server Support Fees for all Additional Servers (if applicable), beginning from the first date of such utilization of the Support Services. All such Additional Servers will be covered under this Agreement during Company's then current Term.

## 5. PAYMENT TERMS

5.1 Support Fees are due on the Effective Date and on the beginning date of each Renewal Term as specified below and in Exhibit A or as described in Section 4 above for any Additional Servers. Sangoma will make reasonable efforts to invoice Company at least thirty (30) days prior to the commencement of each Renewal Term and may provide a renewal option through the customer portal.

5.2 Amounts due shall be considered paid when Sangoma is in receipt of the amount due or upon confirmation of receipt by a bank designated by Sangoma. For all payments not received within thirty (30) days of the due date, a late payment fee shall accrue daily on such unpaid amounts at the rate of one-and-one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less. All payments hereunder shall be in U.S. dollars.

5.3 Upon written notice to Company, Sangoma may elect to suspend or discontinue Support Services to the Company under this Agreement if payment is not received for an applicable Term by the date due. Such suspension shall continue until all applicable due payments, including late payment fees and payments for the payment for the length of the suspension period, are received by Sangoma. If the Support Services is purchased through a reseller rather than directly through Sangoma, Company's Support Services may at Sangoma's option be suspended if the reseller fails to pay all amounts due to Sangoma.

5.4 The fees due under this Agreement are exclusive of, and Company shall pay for, shipping, any sales, use, property, value added or similar taxes, federal, state, local or international taxes, or other charges imposed on or with respect to the Product or the Support Services, or their use, application, delivery, or possession, except taxes based upon the net income of Sangoma. Company will be responsible for all applicable sales taxes unless it claims a sales tax exemption by providing Sangoma, prior to the beginning of the Term, a tax exemption certificate acceptable to the applicable authorities.

## 6. TERM AND TERMINATION.

6.1 This Agreement shall commence on the Effective Date and continue for the Initial Term unless terminated earlier as set forth below. Thereafter, this Agreement shall renew for successive one-year Renewal Terms (unless an alternative period is agreed in writing by the parties), unless either party gives at least thirty (30) days prior notice of non-renewal prior to the expiration of the applicable Term.

6.2 Termination for Cause. Either Party may terminate this Agreement for cause. For cause includes, without limitation, situations where the Company fails to make payments specified in the Agreement, or Sangoma or Company materially neglects or fails to perform, or breaches a material obligation of this Agreement, and such neglect, failure, or breach continues un-remedied for a period of thirty (30) days after receipt of written notice by the other Party of the breach. Either Party may also terminate this Agreement for cause if the other Party becomes insolvent, proposes any dissolution, liquidation, financial reorganization or similar proceedings with respect to its property or business, and such continues un-remedied for a period of five (5) days after receipt of written notice of the other Party's objection to the aforementioned occurrences. If the applicable thirty (30) or five (5) day time period expires without a satisfactory showing that such breach or occurrence has been cured, this Agreement shall terminate for cause without any additional notice being required.

6.3. Termination without Cause. Either Party may terminate this Agreement without cause by providing the other party sixty (60) days prior written notice.

6.4 Upon termination or expiration of this Agreement for any reason, Company shall have no further rights to receive or use any Support Services under this Agreement.

6.5 Upon termination or expiration of this Agreement, the Parties' rights and obligations under following Sections shall survive: Sections 1, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, and 22.

6.6 Effect of Termination: Following any termination or expiration of this Agreement, Company shall within thirty (30) days of the termination or expiration date make to Sangoma any payments owing or accrued as of termination and both parties shall cease distributing, displaying, or making available to any party any marketing material that references the relationship between the parties under this Agreement. In no event, including but not limited to in the events of termination for or without cause, shall Company be entitled to a refund of any Subscription Fee paid by Company and in no event shall Company be entitled to a credit or refund of unused Incidents or Cases.

## 7. RESERVATION OF RIGHTS.

7.1 For purposes of clarification, this Agreement provides support and services on software which has been previously purchased or otherwise obtained independently of this Agreement. The agreement under which Company purchased or obtained the software contains the applicable license terms which governs Company's use of the software. This Agreement standing alone does not grant any license to the software, license rights are governed by either the open source license or other document by which Company obtained the software. Company shall not acquire or obtain any rights in, to or under any patents, patent applications, copyrights, or other intellectual property rights with respect to the Supported Software under this Agreement. Nothing in this Agreement should be construed as transferring any aspects of such rights to Company or any third party. Sangoma and its suppliers reserve any and all rights (including copyright and trademarks) not expressly granted in this Agreement and the licenses of each of the Supported Software, including without limitation Asterisk, AsteriskNOW, Fax for Asterisk, Certified Asterisk, G.729 for Asterisk, and DPMA (Digium Phone Module for Asterisk). Company agrees that all goodwill associated to Sangoma trademarks shall inure to the benefit of Sangoma.

7.2 Except where allowed by the licenses of the Supported Software (such as products provided by Sangoma under Open Source licenses), Company shall not reverse engineer the Supported Software or any Sangoma hardware products, nor knowingly permit any third-party to engage in the foregoing except as expressly permitted by the terms of this Agreement or other applicable license or written agreement. Company shall promptly notify Sangoma of any known or suspected breach of rights in the Product, trademarks or patents that may come to Company's attention.

7.3 Any representations made by Company concerning the Supported Software shall be consistent with the Documentation and the terms of this Agreement.

7.4 Sangoma and Company shall mutually agree upon any joint press release or press announcement which may take place as a result of the execution of this Agreement or related to the performance of any Support Services provided hereunder. Any interviews with the press or analysts regarding the Agreement or Support Services shall be upon mutual agreement and coordinated by Sangoma with the cooperation of Company.

## 8. WARRANTY AND DISCLAIMER.

Sangoma warrants that during each Term it will use its commercially reasonable efforts to provide the Support Services in a professional manner by qualified personnel. Except for the foregoing, THE SUPPORT SERVICES ARE PROVIDED TO COMPANY "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND. ADDITIONALLY, NO WARRANTIES CONCERNING THE INSTALLATION, USE, OR PERFORMANCE OF THE SUPPORTED SOFTWARE IS PROVIDED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SANGOMA AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SANGOMA AND ITS SUPPLIERS DO NOT WARRANT THAT ANY SUPPORTED SOFTWARE OR THE SUPPORT SERVICES WILL MEET COMPANY'S NEEDS OR THAT THE OPERATION OF THE SUPPORTED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED AS PART OF THE SUPPORT SERVICES.

## 9. EMERGENCY CALLS

Company understands and acknowledges that the Supported Software may be used to implement, supplement, or replace telephone systems and telecommunications services, and that in some cases, certain government regulations may apply to their implementation or use; and compliance with such regulations is Company's sole responsibility. Company understands and acknowledges and that users of the system on which Company installs the Supported Software may attempt to use that system to place emergency calls. Company acknowledges and agrees that: the Supported Software must be properly configured for Company's system or application; that the nature of the Supported Software and any networks they may operate upon allow many possible configurations; that such configuration may be beyond the scope of the Documentation supplied with the Supported Software; that specialized experience and training may be required to properly configure the Supported Software; and that the proper configuration of the Supported Software is not guaranteed by Sangoma under this Agreement. Company acknowledges and agrees that it is Company's sole responsibility to ensure that the Supported Software and associated networks and systems are implemented and configured such that emergency calls are properly handled, that any system or application based on the Supported Software complies with all applicable laws and regulations; and that Sangoma has no obligation or liability for performing such services under this Agreement. Company acknowledges and agrees that telephone and telecommunications systems can be complex and must be installed, implemented, and configured by the appropriate technically qualified personnel, and represents that Company or Company's authorized agents or consultants have the qualifications necessary to properly implement and configure the Supported Software to handle emergency calls, if applicable. Company further acknowledges and agrees that it is Company's sole and ongoing responsibility to ensure the proper operation of any emergency calling system based on the Supported Software, including, but not limited to: initially and regularly testing the operation of the Supported Software, including testing the operation with emergency services; notifying and training all users of any system on which the Supported Software are installed how to use the system for emergency calls; and notifying such users of any and all limitations of Company's configuration and implementations of the Supported Software and any network or system the Supported Software is used on or with. COMPANY EXPLICITLY RELEASES SANGOMA FROM ANY LIABILITY, DUTY, OR OBLIGATION TO ASSIST OR TRAIN COMPANY, ITS USERS, NAMED CONTACTS, OR OTHER PERSONNEL: (A) REGARDING THE PROPER INSTALLATION, CONFIGURATION, OPERATION, OR USE OF THE PRODUCTS OR ANY OTHER SYSTEM OR NETWORK THAT THE SUPPORTED SOFTWARE ARE OR MAY BE USED WITH; OR (B) TO DETERMINE, VALIDATE, TEST, OR ASSURE WHETHER COMPANY'S DESIGNS, INSTALLATIONS, CONFIGURATIONS, IMPLEMENTATIONS, OR PLANNED OR ACTUAL USE OF THE SUPPORTED SOFTWARE PROVIDES FOR OR SHOULD PROVIDE FOR THE PROPER HANDLING OR ROUTING OF EMERGENCY CALLS; OR (C) TO ENSURE THAT COMPANY'S PLANNED OR ACTUAL USE OF THE SUPPORTED SOFTWARE IS IN COMPLIANCE WITH ANY APPLICABLE LAWS AND REGULATIONS.

## 10. CONFIDENTIALITY

10.1 Sangoma agrees that all Confidential Information disclosed by Company and marked as such in accordance with Section 1.5 shall be considered the Confidential Information of Company. Except as expressly and unambiguously allowed herein, Sangoma will hold the Company's Confidential Information in confidence and not disclose any Confidential Information of the Company to any third parties for at least five (5) years following the termination or expiration date of this Agreement, except under a written agreement no less restrictive than the terms of this Section, and will treat Company's Confidential Information with the same degree of care taken to protect its own similar Confidential Information but in no event with less than reasonable care. Sangoma further agrees to limit disclosure of such Confidential Information to those of its employees and contractors who have a need for such information pursuant to the rights and obligations permitted under this Agreement and who are bound under a written agreement to keep such information confidential. For purposes of this Agreement Sangoma's standard employee agreement covering Confidential Information issues shall satisfy this requirement with respect to its employees.

10.2 Notwithstanding the foregoing, Sangoma shall not be required to protect or hold in confidence any information which:

- a) becomes publicly known through no wrongful act or omission of any person or entity, or
- b) becomes known to Sangoma rightfully from a third party not under a duty of confidentiality or non-disclosure or a restriction or obligation with respect to use or disclosure; or
- c) is approved by Company for disclosure without restriction in a written document which is signed by a duly authorized officer of the disclosing party; or
- d) is independently developed by Sangoma without use of Company's Confidential Information.

10.3 Disclosure of Confidential Information shall not be precluded if such disclosure is:

- a) necessary to establish or exercise rights granted under this Agreement; or
- b) required by law or regulation or in response to a valid order of a court or other governmental body of a country or political subdivision thereof.

10.4 Sangoma agrees that in the event such disclosure is necessary or required, it will cooperate, as may be reasonable, at Company's expense, in obtaining an appropriate protective order limiting disclosure.

10.5 All Confidential Information together with all copies thereof which have been made by Sangoma shall remain the property of the Company.

## 11. LIMIT OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SANGOMA BE LIABLE UNDER ANY CONTRACT, FOR NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE SUPPORT SERVICES OR SUPPORTED SOFTWARE, INCONVENIENCE, PUNITIVE, OR INDIRECT DAMAGES OF ANY CHARACTER, WHETHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION, LOSS OF REVENUE OR PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF CONNECTED EQUIPMENT OR PROGRAMS, LOSS OF INFORMATION OR DATA, OR LOSS OF GOODWILL) RESULTING FROM THE USE OF THE SUPPORTED SOFTWARE, RELATING TO THE USE OR AVAILABILITY OF THE SUPPORT SERVICES, OR ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF SANGOMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE MAXIMUM LIABILITY OF SANGOMA UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID TO SANGOMA UNDER THIS AGREEMENT. THE FOREGOING EXPRESS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY. THE FOREGOING LIMITATION OF LIABILITY ALSO APPLIES TO THE AMOUNT A COURT OR JURY IS AUTHORIZED TO AWARD.

## 12. FORCE MAJEURE

Except for payments owed by Company under this Agreement, neither Party shall be liable to the other for any alleged loss or damage resulting from failure to perform due to Acts of God, natural disasters, acts of civil or military authority, fire, floods, epidemics, quarantine, unavailability of communications facilities or energy sources, strikes, delays in transportation, wars, riots, terrorism, acts of the other party, or any causes beyond a Party's reasonable control. Each Party shall promptly notify the other Party of such event. In the event of the occurrence of any of the foregoing, the date of performance shall be deferred for a period of time, not to exceed thirty (30) days, equal to the time lost by reason of the delay. If the delay continues past the thirty (30) day time period, the party not asserting the Force Majeure clause may terminate this Agreement in writing with no further notice and no further liability to the other party, except for obligations, including Company's payment obligations, arising prior to the termination of this Agreement. In no event shall Sangoma be responsible for refunding payments made by Company under this Agreement, even in the event of an act of force majeure.

## 13. EXPORT COMPLIANCE



Company acknowledges that the Supported Software, with the exception of certain third-party components, is of U.S. origin. Company agrees to take all reasonable steps to ensure that distribution of the Supported Software complies with all applicable export laws relating to the Supported Software, including the U.S. Export Administration Regulations and is not exported to prohibited entities or destinations. Company shall indemnify, defend, and hold Sangoma harmless from any violation of this Section.

#### 14. NONEXCLUSIVE

Nothing in this Agreement shall preclude either party from entering into similar relationships with other companies, nor shall this Agreement preclude either party from independently developing or marketing any products that are similar to or compete with the other party's products; provided, however, that the recipient of Confidential Information shall not use it for any such purpose.

#### 15. DISPUTE RESOLUTION

15.1 If permitted by applicable law, Sangoma and Company hereby expressly waive any right to a trial by jury and consent to a bench trial. In the event of a dispute, Sangoma and Company agree to attempt to resolve any dispute by direct communication between representatives of each party who are authorized to finally resolve the dispute prior to filing any legal action against the other party. The parties agree to attempt to resolve the dispute within fourteen (14) days of the first direct verbal communication between the representatives of the parties in which the parties make good faith efforts to attempt to resolve the dispute following written notice of the dispute having been provided to the party not invoking this clause. The party with the dispute must provide the written notice and must provide sufficient detail in the notice as to the nature of the problem and requested remedies so as to permit the party not invoking this clause to make good faith attempts to remedy the dispute. The parties agree not to resort to legal action, other than injunctions, either prior to or during the fourteen-day dispute resolution period. To the maximum extent permitted by applicable law, in no event shall actual damages awarded by a court exceed the amount set forth in Section 11 of this Agreement. All proceedings must be conducted in English.

16. LANGUAGE. The Support Services, Entitlements, and all related documentation and correspondence provided under this Agreement shall, unless otherwise agreed in writing by both parties, be provided in the English language. Any action brought under this Agreement shall be conducted in the English language.

#### 17. ASSIGNMENT

Company shall not assign this Agreement to any third party without the prior written consent of Sangoma, provided, however, that the merger or consolidation of Company into, or the sale or spin-off of substantially all assets of Company to, a third party shall not be deemed to be an assignment. Sangoma shall not assign this Agreement to any third party without the prior written consent of Company, provided, however, that the merger or consolidation of Sangoma into, or the sale or spin-off of any assets of Sangoma to, a third party shall not be deemed to be an assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

#### 18. GOVERNING LAW AND FORUM

This Agreement shall be governed by and construed under the laws of the Province of Ontario, Canada and all disputes arising out of or related to this Agreement shall be submitted to the exclusive jurisdiction of the courts of competent jurisdiction located in the Province Ontario. Both parties irrevocably consent to personal jurisdiction

as detailed in this Section 18 and waive all objections to this venue. This section 18 shall be construed without giving effect to any conflict of law provision or rule. The United Nations Convention on International Sale of Goods, the application of which is expressly excluded, does not govern this Agreement.

#### 19. WAIVER

Neither party shall be deemed, by any act or omission, to have waived any of its rights or remedies under this Agreement unless such waiver is in writing and signed by an authorized officer of such party. Such a waiver shall be limited specifically to the extent set forth in said writing. Any waiver by either party of a term or condition of this Agreement in any instance shall not be deemed to be a waiver of any subsequent breach thereof, or of any other provision. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other.

#### 20. NOTICES

All notices, approvals, consents, waivers and other communications under this Agreement must be in writing, sent via facsimile, e-mail, certified mail, verifiable overnight delivery, or registered mail to the other party at the business or email addresses furnished herein or to such other address as may be furnished in writing to the other party. Notices shall be deemed effective upon receipt or if sent via e-mail on the fourth day following sender's e-mail transmission to recipient (if no error return message is delivered to sender within the four day time period). Company agrees that the Named Contact shall be the designated e-mail address under which it shall receive e-mail notifications.

All notices to Sangoma relating to terminating the Agreement or amending the terms of this Agreement shall be given or delivered in writing and addressed and delivered to the attention of: Sangoma Technologies Inc., attn: General Counsel, 100 Renfrew Drive, Suite 100 Markham Ontario L3R 9R6 or [legal@sangoma.com](mailto:legal@sangoma.com).

#### 21. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement, including Exhibit A attached to this Agreement and incorporated as a part thereof, represent the complete agreement of the parties, supersede all prior discussions, communications and agreements between the parties with respect to the subject matter hereof. This Agreement may be amended or modified only in a writing executed by both parties. The provisions of this Agreement shall take precedence over any conflicting terms in any purchase order. There are no intended third party beneficiaries of this Agreement.

#### 22. SEVERABILITY AND OPPORTUNITY TO CONSULT LEGAL

If any of the provisions, or part thereof, of this Agreement shall be invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or part thereof, and the rights and obligations of the parties shall be construed and enforced accordingly. The titles of the Sections and Exhibits in this Agreement are for provided for convenience and reference only and are not intended to be considered when construing this Agreement. Company acknowledges that Company has had sufficient time to consult Company's legal counsel to review the terms of this Agreement if Company so wishes.

## **EXHIBIT A: TABLE OF ENTITLEMENTS**

<b>Support Levels &amp; Benefits</b>	<b>Single System L1</b>	<b>Single System L2</b>	<b>Multi-System L3</b>	<b>Multi-System L4</b>	<b>Guaranteed SLA L5</b>
<b>Basics</b>					
Supported Systems (Servers)	1	1	5	10	Call
Additional Server Price	n/a	n/a	\$495	\$395	Call
Named Contacts	1	1	1	3	3
<b>Supported Software</b>					
Asterisk 1.8	Yes	Yes	Yes	Yes	n/a
Certified Asterisk	Yes	Yes	Yes	Yes	Yes
<b>Problem Resolution Support</b>					
Support Cases (Incidents)	2	5	10	Unlimited	Call
Remote Troubleshooting	Yes	Yes	Yes	Yes	Yes
Telephone Access Hours	12 x 5	24 x 7	24 x 7	24 x 7	24 x 7
Web Case Management	Yes	Yes	Yes	Yes	Yes
Web Case Initial Response Time	48 Hours	48 Hours	4 Hours	4 Hours	4 Hours
Engineering Support	No	No	No	No	Yes
Core Software Bug Resolution	No	No	No	No	Yes
Guaranteed Service Level Agreement	No	No	No	No	Yes
<b>Pricing</b>					
One (1) Year Agreement (USD)	\$595	\$1995	\$3995	\$7995	Call
Three (3) Year Agreement (USD)	\$1,605	\$5,385	\$10,785	\$21,585	Call