

END-USER LICENSE AGREEMENT FOR SANGOMA DECT PHONE SOFTWARE AND SANGOMA DECT PHONES

November 2021

IMPORTANT – PLEASE READ CAREFULLY

1.1 Definitions

Affiliate means an entity which is (a) directly or indirectly controlling Sangoma; or (b) which is directly or indirectly owned or controlled by Sangoma.

Sangoma means both Sangoma Technologies Inc. and Sangoma's Affiliates.

Sangoma Phones means Sangoma manufactured and branded DECT phones which are hardware devices (inclusive of the Sangoma Phone Software).

Sangoma Phone Software collectively means both the Original Sangoma Phone Software and any Sangoma Phone Software Updates.

Sangoma Phone Software Updates means updates or replacements provided by Sangoma for the Original Sangoma Phone Software in the form of feature enhancements, software updates, bug fixes, upgrades, otherwise modified versions of the Original Sangoma Phone Software, or system restore software provided by Sangoma, whether in read only memory or on any other media or in any other form.

Original Sangoma Phone Software means the software, sounds (for example, ringtones), interfaces, content, fonts, documentation, and any data that are delivered with Sangoma Phones.

You, you or your means collectively the licensee, purchaser, and end user.

1.2 This End-User License Agreement (the "Agreement" or "EULA") is a legal agreement between Sangoma and You regarding the license terms of the Original Sangoma Phone Software, the Sangoma Phone Software Updates and the terms of use for Sangoma Phones. By using a Sangoma Phone or downloading a Sangoma Phone Software Update, as applicable, you are agreeing to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you may return the Sangoma Phone, subject to the time limitations, unopened requirement, and other restrictions of Sangoma's then current Warranty, Return, and Shipping Policy. Sangoma's Warranty, Return, and Shipping Policy may be found on www.sangoma.com/legal and the terms of this policy are incorporated herein by reference.

2. GRANT OF LICENSE. The Sangoma Phone Software is licensed, not sold, to you by Sangoma for use only under the terms of this Agreement. Subject to the terms and conditions of this Agreement, Sangoma grants you a non-exclusive, non-sublicenseable, non-transferable license to use the Sangoma Phone Software for internal business purposes and not for resale, sub-license, or leasing. Notwithstanding the foregoing, Sangoma acknowledges that certain components of the Sangoma Phone Software may be covered by so-called "open source" software licenses ("Open-Source Components"). Sangoma will provide a list of Open-Source Components for the particular version of the Sangoma Phone Software you are using upon your request. To the extent required by the licenses covering Open-Source Components, the terms of such licenses will apply in lieu of the terms of this Agreement, and Sangoma hereby represents that only Open-Source Components with licenses that intend to grant permissions no less broad than the license granted in this Section 2 are included in the Sangoma Phone Software. To the extent which the licenses applicable to an Open-Source Component prohibit any of the restrictions in this Agreement with respect to such Open-Source Component, such restrictions will not apply. A list of the licenses under which the Open-Source Components are made available is provided in Exhibit A and those terms are incorporated herein by reference.

Sangoma respects your privacy. Please read the following statement that applies to data collected by Sangoma through the Product Sangoma Phone. The Product Sangoma Phone collects a variety of information including but not limited to server and software configuration information and reports that to Sangoma's server on boot for the purpose of improving the performance of the Product Sangoma Phone. This information may be stored by Sangoma perpetually. Sangoma may share and disclose the foregoing information in an aggregated form in order to describe Sangoma's services to prospective and existing partners, advertisers, or other third parties, and for other lawful purposes. The aggregated information will not be linked to any personal information that can identify any individual person or company. The following information is excluded from being collected pursuant to the foregoing: call logs, call recording details, login and logout activity, extension details such as name, address, and password, SIP provider details such as username and password, contact entries for names and phone numbers, administrative-user information, and audio files.

3. RESERVATION OF RIGHTS. Except for the limited license rights expressly granted in this Agreement, Sangoma reserves all rights in and to the Sangoma Phone Software and any modifications thereto, including title, ownership, trademark, copyright, patent, trade secret and any other rights and interests. You will own only the hardware of the Sangoma Phones (exclusive of Sangoma Phone Software embedded in the hardware) and the physical media on which the Sangoma Phone Software and associated documentation are reproduced and distributed. Sangoma Phones that are provided or sold as demo or evaluation units or are marked with the legend "For Evaluation Only" or a similar notation, are not authorized for commercial business use in production or deployment, but are made available only for demonstration or evaluation purposes, and may not be resold or transferred to any third party without prior written permission from Sangoma.

4. EMERGENCY CALLS. You understand and acknowledge that Sangoma Phones may be used to implement, supplement, or

production or deployment, but are made available only for demonstration or evaluation purposes, and may not be resold or transferred to any third party without prior written permission from Sangoma.

4. EMERGENCY CALLS. You understand and acknowledge that Sangoma Phones 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 your sole responsibility. You understand and acknowledge that users of the system in which you install Sangoma Phones may attempt to use that system to place emergency calls. You acknowledge and agree that: the Sangoma Phones must be properly configured for your system or application; that the nature of the Sangoma Phones and any networks the Sangoma Phones may operate upon allow many possible configurations; that such configuration may be beyond the scope of the documentation supplied with the Sangoma Phones; and that specialized experience and training may be required to properly configure the Sangoma Phones. You acknowledge and agree that it is your sole responsibility to ensure that the Sangoma Phones and associated networks and systems are implemented and configured such that emergency calls are properly handled, and that any system or application using the Sangoma Phones complies with all applicable laws and regulations. You acknowledge and agree that telephone and telecommunications systems can be complex and must be installed, implemented, and configured by the appropriate technically qualified personnel, and that you or your authorized agents have the qualifications necessary to properly implement and configure the Sangoma Phones to handle emergency calls, if applicable. You further acknowledge and agree that it is your sole and ongoing responsibility to ensure the proper operation of any emergency calling system that is providing service to the Sangoma Phones, including, but not limited to: initially and regularly testing the operation of the Sangoma Phones, including testing the operation with emergency services; notifying and training all users of any system on which the Sangoma Phones are installed how to use the system for emergency calls; and notifying such users of any and all limitations of your configuration and implementations of the Sangoma Phone Software and any network or system the Sangoma Phones are used on or with. By using Sangoma Phones under this Agreement, you explicitly release Sangoma from any warranty, duty, liability, or obligation to train you or any users of your system regarding the proper configuration, operation, or use on any system or network it is used in conjunction with on which it is installed; to ensure that your configuration, implementation, or use of Sangoma Phones provides for the proper handling or routing of emergency calls; or to ensure that your use of Sangoma Phones is in compliance with any applicable laws and regulations.

5. LIMITATION OF LIABILITY.

To the maximum extent permitted by law, Sangoma and its suppliers are not liable under any contract, negligence, strict liability or other legal or equitable theory for any loss of use of Sangoma Phones, inconvenience or indirect damages of any character, including but not limited to damages for copyright or patent infringement, whether special, incidental or consequential (including, but not limited to, 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 Sangoma Phones, relating to warranty service, or arising out of any breach of this Agreement, even if Sangoma or its suppliers have been advised of the possibility of such damages. The sole remedy for a breach of the foregoing limited warranty is repair, replacement or refund of the defective or non-conforming Sangoma Phones. The maximum liability of Sangoma under this Agreement is limited to the purchase price of the Sangoma Phones which are the subject of the dispute. The foregoing express written warranties and remedies are exclusive and in lieu of any other warranties or remedies, express, implied or statutory.

6. WARRANTY AND RETURN

The terms under which Sangoma Phones are warranted and able to be returned are defined in the Sangoma Warranty, Return, and Shipping Policy. Sangoma reserves the right to update Sangoma's Warranty, Return, and Shipping Policy. The version of the Warranty, Return, and Shipping Policy that is current as of the date of Your purchase of Sangoma Phones is the version that applies to You.

6.1 WARRANTY DISCLAIMER

EXCEPT FOR THE WARRANTY EXPLICITLY SET FORTH ON WWW.SANGOMA.COM/LEGAL TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER SANGOMA, NOR ITS THIRD-PARTY LICENSORS OR SUPPLIERS, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU OR ANY END USER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT OTHERWISE SPECIFICALLY AGREED IN WRITING BY SUCH PERSON OR ENTITY. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SANGOMA, ITS THIRD PARTY LICENSORS OR SUPPLIERS, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR LICENSORS BE LIABLE TO YOU FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR ECONOMIC DAMAGE OR INJURY TO PROPERTY, INCLUDING LOST PROFITS OR LOST REVENUES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY AND REGARDLESS OF WHETHER SUCH PERSON OR ENTITY SHALL BE ADVISED OR HAVE REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT OTHERWISE AGREED IN WRITING BY SUCH PERSON OR ENTITY. SOME COUNTRIES, STATES, OR PROVINCES DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CERTAIN PRODUCTS APPLIED TO CONSUMERS, OR THE LIMITATION FOR PERSONAL INJURY, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY BE LIMITED IN THEIR APPLICATION TO YOU. IF THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE DURATION OF SANGOMA'S WARRANTY AVAILABLE IN THE WARRANTY, RETURN, AND SHIPPING POLICY AVAILABLE ON WWW.SANGOMA.COM/LEGAL.

7. PROPRIETARY WORKS. Sangoma Phones contain trademarks, trade secrets and/or copyrighted materials of Sangoma or its suppliers.

7.1 You agree not to reverse engineer, decompile, or disassemble Sangoma Phones, per defect, bypass, remove or otherwise

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7.1 You agree not to reverse engineer, decompile, or disassemble Sangoma Phones, nor defeat, bypass, remove or otherwise interfere with any licensing mechanism which may be provided in or with the Sangoma Phone Software, except to the extent such restriction is expressly prohibited by applicable law or as permitted by the licensing terms governing the Open-Source Components. You shall not disclose or make available such trade secrets or copyrighted material (including any information pertaining to any licensing mechanism which may be provided in or with the Sangoma Phone Software) in any form to any third party nor remove any trademark notices, copyright notices, or licensing terms from Sangoma Phones or any components therein. Title and intellectual property rights in and to Sangoma trademarks and Sangoma copyrighted material which appears in content displayed by or accessed through the Sangoma Phone Software belongs to Sangoma. This Agreement does not grant you any rights to use such trademarks or copyrighted material nor does it guarantee that such content will continue to be available to you.

7.2 You will not (except with regard to fair use or nominative use) without Sangoma's written consent, use the name, trademarks, trade names or logos of Sangoma, or the name of any product or service of Sangoma, in any manner. If Sangoma grants you a right to use the aforementioned, you will do so only in strict compliance with Sangoma trademark policies.

8. TERMINATION. This Agreement shall terminate upon either destruction of Your Sangoma Phones or return of Your Sangoma Phones to Sangoma or Sangoma's authorized channel partner from whom you purchased the Sangoma Phones. In the event of a breach of the scope of use permitted by the grant in Section 2, or if you do not comply with other material terms and conditions of this Agreement, Sangoma shall have the right to immediately terminate this Agreement, in which case you must promptly destroy or return Your Sangoma Phones to Sangoma. Notwithstanding the foregoing, the provisions of Sections 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall survive termination of this Agreement.

9. EXPORT RESTRICTION AND COMPLIANCE WITH ALL APPLICABLE LAWS. You acknowledge that Sangoma Phones, with the possible exception of certain third-party components, are of United States origin. The export and re-export of Sangoma Phones is controlled by the United States Export Administration Regulations and Sangoma Phones may not be exported or re-exported to any country to which the United States embargoes goods. In addition, Sangoma Phones may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals. By downloading Sangoma Phone Software or using a Sangoma Phone, you are certifying that you are not a national of an embargoed country to which the United States embargoes goods and that you are not a person on the Table of Denial Orders, the Entity List or the List of Specially Designated Nationals. You also agree that you will not use Sangoma Phones for any purposes prohibited by United States law. You agree to use Sangoma Phones in compliance with all applicable laws, including local laws of the country or region in which you reside, or you download the Sangoma Phone Software or use Sangoma Phones.

10. TRANSFER AND ASSIGNMENT. This Agreement and the rights and obligations under it are not assignable by you without the prior written approval of Sangoma, voluntarily or by operation of law. Any attempt by you to assign this Agreement without such approval shall be void. This Agreement shall inure to the benefit of the successors and assigns of Sangoma.

11. U.S. GOVERNMENT USERS. Sangoma Phones and their documentation qualify as "commercial items" as defined at 48 C.F.R. 2.101 and 48 C.F.R. 12.212. All Government users acquire Sangoma Phones and documentation with only those rights herein that apply to non-governmental customers of Sangoma.

12. GOVERNING LAW AND JURISDICTION AND DISPUTE RESOLUTION. This Agreement shall be governed by and construed under the laws of the USA, and to the extent no federal law applies, the laws of the State of Alabama, USA. Forum, jurisdiction, and venue shall be determined in accordance with such law. If permitted by applicable law, Sangoma and you hereby expressly waive any right to a trial by jury and consent to a bench trial in the event of a dispute. Sangoma and you 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 notice of the dispute having been provided to the party not invoking this clause and agree not to resort to legal action, other than injunctions, during the fourteen-day dispute resolution period. The United Nations Convention on International Sale of Goods, the application of which is expressly excluded, does not govern this Agreement.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof and supersedes all prior writings, negotiations or understandings with respect thereto. The provisions of this Agreement shall take precedence over any conflicting terms in any subsequent purchase order, documentation or collateral. The parties agree that this Agreement may be executed electronically and that electronic copies of this Agreement shall be binding upon the parties. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

EXHIBIT A- OPEN-SOURCE COMPONENT LICENSES

1. OPEN-SOURCE LICENSES. Sangoma acknowledges that the Sangoma Phone Software contains some Open-Source Components which are licensed for distribution under so-called "open source" distribution licenses and includes the licenses for these Open-Source Components in compliance with the license terms.

You may obtain distribution media containing the source code for Open-Source Components whose licenses mandate that Sangoma provide source code upon request by contacting Sangoma sales via:

Postal Service:
Sangoma Technologies Inc.
Sales Department
445 Jan Davis Drive NW
Huntsville, AL 35806

Or by using the contact sales form available at URL: <https://www.sangoma.com/contact-us>

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