Sangoma Trademark Policy

The trademarks ASTERISK, ASTERISKNOW, ASTRICON, DAHDI, DIVA, DIGIUM, FREEPBX, DAHDI, SANGOMA, SWITCHVOX, WANPIPE, and other Sangoma trademarks signal quality, dependability, and the cutting edge, especially to those familiar with IP telephony.

Sangoma Technologies Corp. and its subsidiaries (collectively, "Sangoma") as the owner of these trademarks and others, takes the value of these marks seriously. This Trademark Policy (the "Policy") explains the basic circumstances in which Sangoma may consent to the use by others of the trademarks owned by Sangoma. It also sets out the limitations and conditions that we expect every person to abide by when using any of the marks of Sangoma. All use of any of the trademarks in any way in connection with VoIP and VoIP-related goods or services (whether in a domain name, URL, path, advertising, tag line, website, on products or packaging, or otherwise) must comply with this policy. We encourage communication to prevent misunderstanding. If you have any questions or comments, please contact trademarks@sangoma.com .

General

Sangoma takes its trademark rights seriously. You may be aware that certain software of Sangoma, such as Asterisk and FreePBX, is distributed under the GPL as "open source" software.

While this means we have consented to certain distribution of this software under our **copyright** rights, the GPL does not negate our ability to control our **trademark** rights.

The issues addressed by copyright and trademark are separate. Although you may distribute and modify certain of our software under the GPL, this Policy outlines Sangoma's restrictions on use of our trademarks in connection with those modifications and distributions. (This section shall not be interpreted to place any software under the GPL; whether specific software is distributed under the GPL is determined by reference to the documentation and licensing materials specific to that software.)

Recognizing that under the GPL developers may make changes to certain versions of the original Asterisk and FreePBX code, Sangoma considers it important to distinguish between "Genuine" Sangoma software and third-party versions. Genuine Sangoma software, such as Asterisk and FreePBX, is the software in the same form as originally distributed by Sangoma, without modification to the code of any extent.

The only exception is that software may still be considered Genuine Sangoma software if, in connection with distribution of that software for a certain platform, the only modification is removal of code that relates to functions that would not work on that platform in any event ("Platform-Specific Compacting"). Once a change (other than Platform-Specific Compacting) has been made to the software, even if that change may be permissible under the GPL, the

software is no longer Genuine Sangoma software, because Sangoma did not make or control the change.

For clarity, if the software is no longer Genuine Sangoma software, you may describe it as "based upon Asterisk or FreePBX (as appropriate]" or "derived from Asterisk or FreePBX (as appropriate)," but you may not market it as being Asterisk or FreePBX as the software is no longer in the form as originally distributed by Sangoma. Similarly, a hardware product is not considered "Genuine" if it (or its installation package) has been changed in any way, even if that change is only the changing of a driver. We are certain you can appreciate that we do not want the public to think that the changed hardware or software, over which we did not have control, is provided or endorsed by Sangoma. We also believe that the public has a right to know, more generally, when it is receiving the code version originally distributed by the originator of the product, or one that has been modified by a down-stream developer. The term "Genuine Sangoma Product" therefore means only Genuine Sangoma software and Genuine Sangoma hardware.

Sangoma recognizes the importance of the open source community and hopes that you will download and use the software distributed through https://www.freepbx.org/ and https://www.asterisk.org/ , and that you will modify, improve, enhance and build upon that software under the licensing granted to you at the site.

FreePBX Specific Terms

FreePBX is primarily released to the public under the GPL, however, some accompanying bundled software may be released under other licenses. Please see the source code for the exact licensing.

FreePBX provides a module system to allow plugging in 3rd party modules into your FreePBX system. Any module that uses the FreePBX Module, Framework or GUI system must be released as GPL and use of the module must be for controlling or managing other GPL or open source software. Sangoma as the copyright holder does reserve the right to release modules that are not GPL and under a different license under a dual license model.

Asterisk Specific Terms

Subject to the other terms of this Policy, Sangoma typically is willing to grant a license for use of the ASTERISK (Word Mark) and Asterisk Speech Bubble Logo Trademarks in the following circumstances. All use must comply with the Trademark Marking and Notice Section and the Form of Use sections of this Policy.

A.   Trademark License Agreement for Open Source Noncommercial Usage of Asterisk

Sangoma recognizes the value of the Asterisk open source community and is committed to keeping that community as a vibrant discussion and development area for the advancement of the IP telephony technology. Sangoma views the vast majority of the Asterisk open source projects as discussion and development areas for non-commercial purposes, which are not viewed by the commercial marketplace.

Sangoma recognizes that Fair Use is a concept without sharp boundaries between what may constitute an appropriate Fair Use permissible under law and a use that may infringe the trademark rights of Sangoma. To the extent that such a gray area exists in the realm of Fair Use, and in order to dispel any doubts as to whether your use will be permitted without challenge, Sangoma will allow members of the open source community to seek a license for use of the Asterisk Speech Bubble Logo and the ASTERISK Word Mark in relation to an open source project.

You are invited to request a Trademark License to Sangoma's Asterisk Speech Bubble Logo and ASTERISK Word Mark for Open Source Noncommercial Usage of Asterisk ("Noncommercial Trademark License") only when you meet all of the circumstances described in this Section VII.A and do not also meet any of the circumstances described for the Trademark License for Open Source Commercial Usage of Asterisk (Section VII.B.) below. A list of FAQs and answers pertaining to the trademark licensing program can be viewed at this link https://www.digium.com/company/policies/trademark-licensing-program-faqs

1.   All use of the Asterisk Speech Bubble Logo and ASTERISK Word Mark must make it clear that your project is a development effort related to the Sangoma source, but that the software you are working upon is not, in fact the Genuine Sangoma software;

2.   all use of the Asterisk Speech Bubble Logo and ASTERISK Word Mark must be in a manner consistent with the standards described in the Form of Use and Trademark Marking and Notice sections of this Policy;

3.   use of the Asterisk Speech Bubble Logo and ASTERISK Word Mark must not make any affirmative assertion of Sangoma's endorsement, sponsorship, or approval of your project or products, other than by use of the approved Marks, without prior written approval from Sangoma.;

4.   the Asterisk Speech Bubble Logo and ASTERISK Word Mark must not be used in a manner contrary to law (for example only, usage of the word Asterisk in a domain to divert consumers searching for Asterisk to a website about products competitive to Asterisk is considered by Sangoma to be contrary to law) or contrary to this Policy;

5.   all use of the Asterisk Speech Bubble and ASTERISK Word Mark must be exclusively used to nurture the Asterisk open source project; and

6.   if Licensee makes and distributes any modifications to the Asterisk open source software then Licensee must submit the source code to Sangoma for inclusion in the Asterisk open source project under Sangoma's standard contribution procedure. Submission of the code does not guarantee Sangoma will include the code in the Asterisk open source project.

The following instances offer examples of uses which would likely qualify a user to obtain the Noncommercial Trademark License for use of the Asterisk Speech Bubble or ASTERISK Word Mark, unless other factors rendered the use incompatible with this Policy or Sangoma's rights. Each proposed use will be reviewed by Sangoma to ensure compliance with the conditions above.

1.   Usage of the Asterisk Speech Bubble Logo or ASTERISK Word Mark on a website which website is *exclusively* used for an open source, non-commercial Asterisk project so long as the Asterisk Speech Bubble Logo hyperlinks to www.asterisk.org .

2. "Exclusively" means all profits generated by any site, project, product, effort, or activity in connection with which the licensed mark is used must solely be used to nurture the Asterisk open source project. For example, if support provided via a website which uses Sangoma's marks results in revenue exclusively used to pay and support technicians in supporting Sangoma's Asterisk open source software, this is exclusively used to nurture the Asterisk open source project. If part of the money is used to fund development or support of any product other than Sangoma's Asterisk open source software (including forks of Asterisk) this is not exclusive use of the Asterisk open source project.

       a.   Examples of nurturing Sangoma's Asterisk open source project:

           i.   An open source plugin for use with Asterisk manufactured by Acme called "Acme Plug In for Asterisk"

           ii.   Running a domain called acmeasterisksupport.com at which Asterisk bugs are reported and work-arounds are provided, and sponsored ads are run, 100% of the profits of which pay the developers providing the work-arounds on the website.

       b.   Example which does not qualify as "nurturing the Asterisk open source project"

           i.   Using the ASTERISK Word Mark or Asterisk Speech Bubble Logo to develop a project based upon a fork of Asterisk.

           ii.   Using the ASTERISK Word Mark or Asterisk Speech Bubble Logo to market a project which is not compliant with the GNU GPLv2.

If you meet the requirements of this Section VII.A., and do not meet the limitations of Section VII.B or VII.C, you may request a Noncommercial Trademark License for use of the *ASTERISK Word Mark and Asterisk Speech Bubble Logo only* by completing this form https://www.digium.com/content/digium-trademark-license-request . Sangoma will review proposed projects for compliance with the requirements of this section and determine whether your use qualifies for a Noncommercial Trademark License. Grant of a Noncommercial Trademark license will be confirmed in writing by Sangoma. All Noncommercial Trademark Licenses granted are revocable, non-exclusive, and non-transferable and will be effective only upon mutual execution of, and will be subject to all the terms of, a written license signed by an authorized representative of Sangoma. All use of Sangoma marks under a Noncommercial Trademark License grant shall be subject to the specific terms of that agreement, which takes precedence over any conflicting terms in the Policy.

Although it is Sangoma's intent to authorize the use of its ASTERISK Word Mark and Asterisk Speech Bubble Logo by those who meet the conditions described in this section, Sangoma reserves the right to refuse a Noncommercial Trademark License if, in its sole discretion, the proposed usage or project does not meet the quality standards of Sangoma or is otherwise against the interests of the Asterisk open source project or Sangoma. Sangoma reserves the right to monitor the use of its marks at all times. Therefore, Sangoma reserves the right to verify the accuracy of the information you submit to us and to inspect your usage of our marks. Sangoma reserves the right to review all usage on any domains which include our ASTERISK Word Mark or Asterisk Speech Bubble Logo and to object to any usage that appears to overstep the bounds of scholarly/journalistic discussion and/or open source non-commercial use. Sangoma reserves the right to terminate the Noncommercial Trademark License at any time. In any event, once a project has left the open source project phase, becomes commercial, or becomes a project not exclusively for the benefit of Sangoma's Asterisk open source software, the Noncommercial Trademark License ends.

Additionally, the Noncommercial Trademark License will end immediately upon the occurrence of any of the following events:

1.   You provide materially incorrect information to Sangoma

2.   You violate the terms of this Policy

3.   Your use tarnishes or disparages Sangoma, Sangoma's Products or Sangoma's marks

4.   You assert an ownership interest in Sangoma's marks

5.   You challenge Sangoma's ownership interest in the marks

6.   You make any affirmative assertion of Sangoma's endorsement, sponsorship, or approval of your project or product without prior written and still valid approval from Sangoma

This Section VII.A applies to the use of *the ASTERISK Word Mark and Asterisk Speech Bubble Logo only* and should not be construed to grant a license for use of any other Sangoma Trademarks.

B.   <u>Trademark License Agreement for Open Source Commercial Usage of Asterisk</u>

Any contemplated commercial usage of the ASTERISK Word Mark or Asterisk Speech Bubble Logo, must first be approved by Sangoma in the form of a Trademark License Agreement for Open Source Commercial Usage of Asterisk ("Commercial Trademark License"). To submit an application for a Commercial Trademark License you must first complete this form https://www.digium.com/content/digium-trademark-license-request.

We will respond to your application within seven (7) business days. We reserve the right to reject an application in our sole discretion. A license fee may be required for any commercial use of the ASTERISK Word Mark or Asterisk Speech Bubble Logo.

All Commercial Trademark Licenses granted are revocable, non-exclusive, and non-transferable and will be effective only upon mutual execution of, and will be subject to all the terms of, a written license signed by an authorized representative of Sangoma. All use of Sangoma marks under a Commercial Trademark License shall be subject to the specific terms of that agreement, which takes precedence over any conflicting terms in the Policy. The following is a non-exclusive and non-binding list of factors Sangoma considers in determining whether or not a license grant should be issued and are provided as exemplary only:

Sangoma will be consider whether the product, service, or domain:

·   Suggests or disclaims an official link with Sangoma;

·   Promotes or expands Asterisk adoption or usage;

·   If a product or service, is not a fork of Asterisk, and does not promote or encourage forks of Asterisk;

·   If a product or service, is licensed in a way compatible with the GPL

·   Is of high quality in both form and function

C. License Exclusions:

Phone, gateway, appliance, and telephony card providers are not eligible for the Noncommercial or Commercial Trademark Licenses. Phone, gateway, appliance, and telephony card providers who are under a current product certification agreement with Sangoma, may be offered trademark licenses under those programs to indicate their product is interoperable with Asterisk. Closed source usages of Asterisk are not eligible for the Noncommercial or Commercial Trademark Licenses. Providers who use closed source Asterisk may be offered a trademark license under a commercial software license agreement with Sangoma.

Policy Term and Updates

Sangoma reserves the right to modify this Policy at any time and intends to review this Policy for potential updates from time to time, at least yearly. You are responsible for reviewing this Policy from time to time so that you will be aware of any updates. Even if you do not have notice of a change to the Policy, on February 28 of each year you should review the Policy that is then posted. You agree that you will be deemed to be on notice of any change in terms of this Policy upon the earlier of:

(i) Actual access by you of the Policy as changed;

(ii) Notice that a change to the Policy has occurred; or

(iii) The February 28th following the change.

Following the first to occur of such events, you may not rely on any version of this Policy earlier than the one posted at the time of such event. Additionally, Sangoma may from time to time notify specific persons of specific terms that apply to that person, or of updates to this Policy. Any such specific terms that have been notified to you by Sangoma will take precedence over, and will override, this Policy (even a later version of this Policy). For clarification, reference to and incorporation of this policy in a specific agreement does not constitute a "specific term" which would allow an earlier version of this document to take precedence over a later version.

The Trademarks

Sangoma owns the following trademarks and service marks in connection with VoIP and VoIP-related goods and services, among others: ASTERISK, the Asterisk Speech Bubble Logo, ASTRICON, AsteriskNOW, DAHDI, DIGIUM, FreePBX, SANGOMA, SWITCHVOX, the Sangoma logo, and WANPIPE. Sangoma's rights are not limited to a particular style of presentation, design, logo, or font, but extend to any use of the trademarks, in any presentation. Sangoma also has adopted certain logo forms that it uses or authorizes others to use. In addition to rights in the words of the trademarks, Sangoma claims trademark rights in these logo forms.

Sangoma is the owner of US federal registrations for ASTERISK (Reg. Nos. 3013408, 3567249, and 3752348) the Asterisk Speech Bubble Logo (Reg. No. 4008689), DAHDI (Reg. No. 3663177) DIGIUM (Reg. Nos. 2988591 and 4185567), AsteriskNOW (Reg. No. 3419081), ASTRICON (Reg. No. 3605093), FREEPBX (Reg. No. 3365377), SANGOMA (Reg. No. 2739765), the Sangoma Logo (Reg. Nos. 2739764 and 2739765), SWITCHVOX (Reg. Nos. 3091712, 3470373, and 4108539) and WANPIPE (Reg. No. 2779175) along with several international registrations and by the time you read this policy possibly others. In addition to federal trademark registrations, Sangoma enjoys unregistered rights in marks under federal law and state law without regard to whether a registration exists. Sangoma also owns registrations and applications for its trademarks throughout the world.

Definitions

"Trademarks" will refer to each and every one of these trademarks, registered and unregistered, whether presented in the logo form or presented in some other manner.

"Word Mark" means a substantially text-only presentation of a Trademark in an appearance that would not reasonably be interpreted to be part of a logo.

"Logo" refers to any use of a Trademark as part of a logo or in an appearance that would be reasonably interpreted to be part of a logo.

Uses that are Not Approved by this Policy

Sangoma monitors and reviews use of its Trademarks to ensure its rights are not infringed. For purposes of clarification and example, this policy does not permit, and Sangoma will object to the following uses:

1. Cybersquatting on an internet domain which contains a Trademark (meaning registering a domain name with intent to, or thereafter attempting or succeeding to: sell the domain name, prevent Sangoma from using or gaining access to the domain name, or divert traffic from Sangoma);

2. Use of a Trademark in a company name or in a URL

3. Use of a Trademark in a webpage title, TITLETAG, META tag, or other manner with the intent or the likely or actual effect of influencing search engine rankings or results listings. Notwithstanding the foregoing, this section does not prohibit fair use of the Trademarks in the content of the webpage itself as long as usage is typical of usage in print media and in accordance with the remainder of the terms of this Policy. For example, if you are a consultant, you may advertise that you provide services relating to FreePBX or Asterisk;

4.   The naming of any software, hardware product or service with a name including, or approximating, the Word Mark "Sangoma," "Asterisk," or "FreePBX" (or any other Sangoma Word Mark), unless approved by Sangoma.

5.   The marketing of any software, hardware, product or service using the Word Mark "Sangoma" or "FreePBX" (or any other Sangoma Word Mark), unless the Sangoma Word mark is referring to a Genuine Sangoma product. For example, assume you have a SIP trunk that is named Acme SIP Trunk and that this SIP Trunk is interoperable with FreePBX. It may then be marketed as "Acme SIP Trunk GUI, a SIP Trunk for FreePBX" but it may not be marketed as a "FreePBX SIP Trunk".

6.   Use of any Sangoma Logo (without an express written agreement;

7.   Use of a Trademark, or part of a Trademark, in a manner that does or may create or be perceived as a "combined mark," or use that integrates other wording with the Trademark in a way that the public may think of the use as a new mark (for example, "SuperFreePBX," or "FreePBX Lite," or use of the Trademarks in any way but their exact form (e.g. "Empowered by Sangoma", rather than "SangomaPowered" or "Sangomaized") or use in a way that by use of fonts or presentation for the Trademark and nearby words or images conveys an impression that the two are tied in some way) or modification of any Sangoma Logo;

8.   Use that fails to comply with the Trademark Marking and Notice Section or the Form of Use sections of this Policy;

9.   Use of a Trademark to suggest that your services are authorized or endorsed by Sangoma unless the services are the subject of and in compliance with a written and countersigned agreement with Sangoma that is in full force and effect at the time of use;

10. Use of a Trademark in a manner that disparages Sangoma or its products, or tarnishes or dilutes its Trademarks; and

11. Use that violates any provision of this Policy.

This list is not a comprehensive list of all circumstances in which Sangoma may object to use of its Trademarks, but rather serves as a general guideline to the community to identify uses that are not acceptable under this policy. Sangoma will review circumstances such as the above on a case-by-case basis as information comes to Sangoma's attention.

Fair Use

Subject to the other terms of this Policy, Sangoma will not normally challenge use of the Word Marks in the following circumstances, so long as your use otherwise complies with the Form of Use and Trademark Marking and Notice sections of the Policy (other uses will be addressed on a case-by-case basis), or is appropriately considered a permissible fair use under all applicable law ("Fair Use"). (Sangoma generally does NOT consider use of the Sangoma Logos to be Fair Use because of the enhanced connection the logo implies; usage of logos is only authorized under a written licensing agreement.)

1.   Descriptive Use: Sangoma recognizes the principle that others use its Word Marks without necessity of an explicit agreement with Sangoma to refer to Genuine Sangoma Products. For purposes of illustration, you may use the word "FreePBX" (but not in Logo Form) to advertise that your company works with FreePBX or to describe the goods or services that you sell/develop as long as the usage does not risk confusing the public into believing there is an affiliation, sponsorship, or approval relationship between yourself and Sangoma or that you create Genuine Sangoma Software.

2.   Scholarly and Journalism Presentations, Articles, Books Reviews and Papers and Discussion: Sangoma Word Marks may be used in scholarly and journalism presentations, articles, reviews and papers discussing Genuine Sangoma Products.

3.   GPL Attribution: Sangoma Word Marks may be used in documentation accompanying distribution of code under the GPL, to the extent necessary to comply with the requirements of the GPL regarding attribution and origin. Again, the use must not risk confusing the public into believing there is an affiliation, sponsorship, or approval relationship between yourself and Sangoma or that you create Genuine Sangoma Software.

Prohibited Use

You may not use the Trademarks in any way that suggests that you, your products or your services are in affiliated with or approved of by Sangoma unless there is a written agreement for such affiliation or approval.

Trademark Marking and Notice

Whenever a Trademark is used, attribution should be provided to Sangoma, and the presentation of the Trademark should make it clear that the term is a trademark. Proper use under this standard will include:

    1.   Registration Notice. You must use the ® for the federally registered marks such as FreePBX, Sangoma, and WANPIPE (e.g., you should present the mark as FreePBX®, WANPIPE®, and Sangoma®). Where the Trademark is used a number of times in one display or printed item and it would be unduly burdensome or distracting to use the

® in each and every appearance of the Trademark, it is sufficient to limit use of the ® symbol to only (a) the first appearance of the Trademark in the material, and (b) the most prominent appearance of the Trademark in material other than print material, for example on individual website pages. It is also acceptable to omit the ® in path names and in any distribution in a jurisdiction in which the mark is not registered. In the event text files are saved in a format that is not capable of rendering the ® symbol, the Mark may be designated by (R). For distributions in jurisdictions where a term other than the ® is provided by law, the appropriate marking may be used in lieu of ®. For any Sangoma mark which is not yet protected by federal registration, but in which Sangoma claims trademark rights, you should designate the mark with ™ (e.g. PBXact™).

2. Attribution. The fact that the Trademarks are owned by Sangoma should be clearly stated. This may be done by placing in a footer a notice, such as "FreePBX® is a registered trademark of Sangoma". Where a footer is not appropriate, such as for use in pathnames and for presentations within operational software displays, the attribution may be placed in product documentation and readme files.

General

This Policy is a statement of Sangoma's current internal judgement of trademark issues, provided to help you appreciate Sangoma's concerns regarding trademarks, but is non-binding and may be withdrawn, superseded, replaced, revised, or overridden by Sangoma at any time. Sangoma, in its sole discretion, retains the right to deviate from the manner of conduct and the provisions described in this policy. In addition to general actions taken by Sangoma with respect to this Policy that are generally applicable, Sangoma reserves the right to make special accommodations to persons for use of the Trademarks, and to place special conditions on the use of the Trademarks by others, recognizing that each person's placement in the market and circumstances may be different. In the event you are specifically notified by Sangoma of objection to your use, or that Sangoma does not consider this Policy to apply to you, you may not rely upon this Policy or any subsequent version of this Policy.

Sangoma reserves all rights. With effect superior to and controlling over any other content of this Policy, no provision of this Policy shall be interpreted to allow any person to use any of the Trademarks to suggest that they are affiliated with or approved by Sangoma, or that they are an authorized provider of services in connection with goods or services offered under the Trademarks by Sangoma.

Sangoma offers certain programs separate from this Policy under which Sangoma may license certain rights to use specific Logo forms of the Trademarks in conjunction with the approved commercial activities of companies that participate in the Sangoma programs, all of which are pursuant to a written signed contract with Sangoma.

This Policy does not itself allow any Logo uses. All rights and permissions related thereto are as set forth in the applicable agreement.

Reservation and Conditions

SANGOMA MAKES NO REPRESENTATION OR WARRANTIES, THE TRADEMARKS ARE "AS IS" WITH NO WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

Sangoma reserves the right to revoke any and all permissions and consent at any time in its sole discretion in any manner of notice. If Sangoma notifies you that your use of any Trademark is detrimental to any Sangoma trademarks or is otherwise unacceptable, you must immediately cease using the Trademark, and may not use the Trademarks as described in this Policy.