

Sangoma Warranty, Return, and Shipping Policy

1. Definitions

- 1.1. Authorized Channel Partner means an authorized Sangoma reseller, distributor, or channel partner.
- 1.2. End User means an incorporated entity that pays for delivery of the product for their own use either directly from Sangoma or from an authorized Sangoma Channel Partner and not for further distribution or sale and who have agreed to the appropriate EULA.
- 1.3. Hardware means the products identified in the table below.
- 1.4. Sangoma Warranty, Return, and Shipping Policy (“Policy”) means this policy.
- 1.5. Products means Hardware and Software, collectively.
- 1.6. Sangoma means Sangoma Technologies. Inc. and it’s wholly owned subsidiaries.
- 1.7. Software means any software developed and sold by Sangoma.
- 1.8. Start Date means: (i) the date this product is shipped from Sangoma or (ii) in the case of resale by an authorized Sangoma Channel Partner, the date not more than ninety (90) days after original shipment of this product by Sangoma; or (iii) in the case of a pass through warranty to an End-User made pursuant to an OEM Agreement between Sangoma and another party, the date not more than ninety (90) days after original shipment of this product by Sangoma to the other party executing the OEM Agreement.
- 1.9. Warranty Services means the repair, maintenance, and replacement services provided by Sangoma under this Warranty, Return, and Shipping Policy.

2. Hardware Warranty

Sangoma warrants that Hardware purchased by End User shall be free of defects in material and workmanship under normal authorized use consistent with the product instructions for the periods listed below.

HARDWARE	HARWARE WARRANTY PERIOD
Digium Appliances (Asterisk, Switchvox, Gateways, and Failovers)	1-year from Start Date
FreePBX Appliances	1-year from Start Date
PBXact Appliances	1-year from Start Date
Digium IP Phones (A Series and D Phones)	1-year from Start Date
Sangoma IP Phones (S Series) and Accessories	1-year from Start Date
Accessories and hardware sold by but not manufactured by Digium including cables, patch panels, rail kits, etc.	ninety days
Vega gateways	1-year from Start Date
Session Border Controllers and MSBG	1-year from Start Date
NetBorder Carrier Gateways (NBVG, SS7)	1-year from Start Date
A-Series TDM cards	Lifetime

B-Series TDM cards	5-years from Start Date
D-Series Transcoding cards	5-years from Start Date
Dialogic DNI Series Boards by Sangoma	3-years from Start Date
Dialogic JCT Series Boards by Sangoma	3-years from Start Date
Dialogic PBX Integration Boards by Sangoma	3-years from Start Date
Dialogic Station Interface Boards by Sangoma	3-years from Start Date
Dialogic Diva Media Boards by Sangoma	5-years from Start Date
Dialogic DMG Media Gateway Series by Sangoma	2-years from Start Date
Dialogic IMG Media Gateway Series by Sangoma	1-year from Start Date
Dialogic Eiconcard C and S series by Sangoma	5-years from Start Date
Dialogic CG Series by Sangoma	24-months from Start Date (18 Months if purchased before 2-1-19)
Digium interface cards and modules	5-years from Start Date
All other hardware items not listed above	1-year from Start Date

Switchvox Appliances Additional Terms

Switchvox E Series Appliances

Switchvox E Series Appliances installed outside of the United States: Other than the Switchvox E510, the Switchvox E Series Appliances are manufactured by Dell and sold by Sangoma. If the product is installed outside of the United States, then the End User must notify Sangoma and provide the serial number and general location (i.e. city, state/province, and country) of the product within 10 days of installation. Additionally, if the product is moved to a different general geographic location, then the End User must again notify Sangoma of this change within 10 days (and provide serial number and new general location) otherwise the Dell warranty support service may not be available, may not be available as originally included as a standard warranty, or may not be available at the same price as was originally paid for such service. Additionally, if Sangoma is not notified of such a geographic change prior to any incident that may require support, then the End User may not have warranty support coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If the End User chooses not to pay such additional charges, service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

Three-Year or Five-Year Extended Hardware Warranty on Switchvox Appliances

Switchvox Appliances come with a standard one (1) year warranty; however, for certain Switchvox Appliances, Sangoma makes available for purchase a Three (3) Year or a Five (5) Year Extended Appliance Hardware Warranty.

End User may only purchase one extended warranty, the three year or the five year, for the Switchvox Appliance. End User must purchase the extended warranty within 90 days following Start Date. After 90 days have elapsed, Sangoma will not allow an extended warranty to be applied to the Switchvox Appliance. For example, if you purchase a 3-Year Extended Warranty, you cannot achieve 6 years of warranty by purchasing a second 3-Year Extended Warranty. Your hardware platform is only warranted for the maximum period of the original warranty or any one extended warranty.

For End Users who have purchased the Three Year Extended Appliance Hardware Warranty, Sangoma will, for a period of three (3) years from the Start Date, which is a period of two (2) additional years beyond the Standard Appliance Hardware Warranty of one (1) year, warrant that the product purchased by End User shall be free of defects in material and workmanship under normal authorized use consistent with the product instructions.

For End Users who have purchased the Five Year Extended Appliance Hardware Warranty, Sangoma will, for a period of five (5) years from the Start Date, which is a period of four (4) additional years beyond the Standard Appliance Hardware Warranty of one (1) year, warrant that the product purchased by End User shall be free of defects in material and workmanship under normal authorized use consistent with the product instructions.

Extended Hardware Warranties on Switchvox E Series Appliances

The Extended Hardware Warranties that Sangoma makes available on products that are manufactured by Dell are considered to be a resale of Dell's hardware warranty support services. For these Extended Appliance Hardware Warranties, End Users agree to be bound by the Dell service description set forth at www.dell.com/servicecontracts that applies to such hardware warranty support services including terms and conditions incorporated by reference therein.

Warranties and Expired Subscriptions

If your Switchvox Subscriptions have expired, but your Extended Hardware Warranty on Switchvox Appliances is still active, Switchvox Technical Support can help you with any hardware-specific issues. If we determine that the issue is not hardware-related, we may require that you renew your Switchvox Subscriptions before we can provide software-related assistance.

Advanced Replacement

Sangoma's Extended Hardware Warranties on Switchvox Appliances do not provide for advanced hardware replacement. In the event of a failure of your in-warranty hardware, you must follow the procedures given in this policy.

However, the warranty for the products that are manufactured by Dell includes next business day, on-site repair service. If Sangoma determines that an issue is related to Hardware, Sangoma will dispatch a technician to arrive on the next business day (assuming the diagnosis and subsequent dispatch occurs before 5pm local time).

Sangoma offers a "cross-ship" option. This option can expedite your Hardware replacement, depending on inventory and shipping options. Cross-shipping requires that we have a credit card on file. The purpose of putting the card on file is to guarantee the return of the defective Hardware, as detailed below.

If you are concerned that next business day repair or receiving replacement Hardware is not a quick enough option, you should consider purchasing a cold spare appliance (without the software license) for your business.

If your hardware platform is older, or is not listed herein, then warranty extensions for your platform are no longer available for purchase.

Additional Extended Warranty Coverage and Advance Replacement Option

Sangoma also makes available Extended Hardware Warranties and Advance Hardware Replacement options on other Products. These are available for purchase only at the time of Product purchase, or during a valid warranty period as defined above. Once the warranty has expired the option to purchase or renew extended warranties is no longer available. In the case of advanced return material authorization (RMA), the process will work as described herein and Sangoma will ship a replacement unit before receiving the failed unit under the RMA process. If the RMA unit is not shipped back to Sangoma within thirty (30) days, Sangoma will issue an invoice for the advance replacement unit at its standard pricing level. Sangoma will try to ship the replacement product within 48 hours, however in some exceptional cases (e.g. for when devices are missing from the stock), Sangoma cannot guarantee the immediate shipment until restock is done. Because of this, exact timing cannot be provided.

Intel® C2XXX Atom™ issue

Certain Sangoma products are affected by Intel® Atom™ Processor C2000 Low Pin Count clock issue, as identified in February 2017.

Sangoma Product Models that are potentially concerned are based on Intel® Atom™ Processor C2000 product family as the list below:

Vega Enterprise SBC	FreePBX System 300
FreePBX System 100*	PBXact System 300
PBXact UC System 100*	NetBorder SS7 Gateways

For this product range, potentially affected product will have Serial numbers LR201701XXXXXX and below. **Note that FreePBX System 100 and PBXact System 100 have historically shipped with 2 different hardware revisions. FreePBX System 100 and PBXact System 100 with serial number starting with S110, which started shipping mid 2016 are not affected by this product notice.*

Follow-up actions:

Sangoma will continue to honor its standard warranties for these products

Sangoma will continue to honor extended support warranty contracts for these products

In addition, Sangoma will provide an extended hardware warranty of 5 years from time of purchase for units that fail because of the Intel® Atom™ Processor C2000 Low Pin Count clock issue.

If there are concerns regarding inventory and RMA related matters, please contact Sangoma representatives to discuss further details.

Remedies for Hardware Non-Conformance

In the event of a Hardware non-conformance, Sangoma reserves the right to repair or replace the defective product with a replacement part which is either new or in like new condition.

Provided that (a) the Hardware is covered under this Policy and (b) Sangoma's support department has accepted a valid RMA case/ticket opened by the End User for the hardware product and (c) End User has provided Sangoma a credit card guarantee until the defective Hardware is returned to Sangoma, then Sangoma will issue a replacement by advance cross-shipping DAP (Delivered at Place). End Users who do not return their defective Product to Sangoma within thirty (30) business days will be charged the then-current list price of the replacement Product.

If Sangoma is unable to repair or replace, Sangoma may refund as set forth below.

Some Channel Partners may have specific terms and procedures regarding the RMA process. End Users who have purchased from a Channel Partner should consult any such documents provided by their Channel Partner.

Configuration, Back Ups, and Passwords

If the Hardware is capable of storing software programs, data, and other information, it is recommended that End User make regular back-up copies of the information contained on the storage media to protect the contents and as a precaution against possible operational failures. Further, Sangoma recommends that End User maintain a separate back up copy of any software and the contents of its storage media, remove all personal. Information that End User wishes to protect and provide Sangoma with the GUI and Telnet/SSH passwords.

During Sangoma's performance of the Warranty Services, it is possible that the contents of the Hardware Products storage media will be lost, replaced, or reformatted. In such event, Sangoma is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Hardware serviced.

Following the provision of the Warranty Services, the repaired Hardware or a replacement Hardware will be returned to End User as the product was configured when originally purchased, subject to applicable updates. End User is responsible for reinstalling all other software programs, data, and information. Recovery and installation of other software programs, data and information are not covered under this Policy.

Certain other requirements pertaining to passwords, backups, and configurations apply to End Users (and in certain circumstances Channel Partners who have a titanium support subscription) who have a Switchvox Support Subscription Agreement or Asterisk Support Agreement or other product or service specific agreement in place with Sangoma.

3. Software Warranty

Please reference the Sangoma End User License Agreement ("EULA") for any warranty that applies to Software Products, which are available on www.sangoma.com/legal. If there is no warranty in the EULA, the Sangoma represents and warrants that the Software will substantially conform to Sangoma's specifications as set forth in the applicable documentation, at and from the date of original retail purchase of the Software for a period of ninety (90) days provided that the Software is properly installed and used as contemplated in its documentation. Sangoma's sole obligation and End User's sole remedy for a breach of the foregoing warranty shall be to replace the non-conforming Software with software substantially conforming to Sangoma's specifications or to refund fees as described below. Sangoma also represents and warrants that Switchvox does not contain any Malicious Code (defined as viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs). Except as otherwise agreed by Sangoma in writing, the replacement Software is subject to the terms and conditions of this Policy. If Sangoma determines in its sole discretion that a material non-conformance cannot be corrected, or that it is not practical to replace the nonconforming Software, the price paid by the original licensee for the Software will be refunded by Sangoma to End User and the license grant automatically terminated, in which case End User will promptly return to Sangoma or destroy the Software and any copies in End User's possession.

4. Services Warranty

Sangoma warrants that it will perform services in a manner consistent with generally accepted industry standards. As End User's sole remedy and as Sangoma's sole liability for breach of the foregoing warranty, Sangoma will re-perform or remedy at no charge to End User any non-conforming performance reported by you within ten (10) days of completion of services by Sangoma. Sangoma shall include technical support for the Products in accordance with the policies, terms and conditions set forth on Sangoma's web site, www.sangoma.com/legal, for the Products End User purchases. End User may elect to renew End User's support from Sangoma at Sangoma's then-current rates unless such Products and associated Services are discontinued at Sangoma's sole discretion.

Certain Product or service specific terms may be offered by Sangoma. In the event of a conflict between those terms that are offered by Sangoma and this Policy, the Product or service specific terms shall prevail.

5. Restrictions on Warranties

No warranty shall apply if the Hardware or Software has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Sangoma.

The limited warranties provided by Sangoma do not cover (i) Products that have been subjected to misuse, tampering, modification, experimentation, alteration, negligence, faulty installation, acts of terrorism, or acts of God; (ii) Products with the model or serial number altered, tampered with, or removed; (iii) Initial installation, installation and removal of the Product for repair, and shipping costs; (iv) Configuration of the Product; (v) Damage that occurs in shipment due to act of God, failures due to power surge, and cosmetic damage; (vi) Any hardware, software, firmware or other materials or services provided by anyone other than Sangoma; (vii) Products obtained by fraud or any of the other Excluded Products referenced below; (viii) Repair by anyone other than Sangoma or Sangoma's authorized representative; or (ix) damage caused by power surge, extreme heat or cold, or corrosive environments .

The warranties set forth herein do not apply to: (a) consumable parts such as batteries, unless failure occurred due to a defect in materials or workmanship or (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic ports.

Unless under a current services contract with Sangoma, End User shall not upgrade or update product using software of any origin except commercial versions of the software released to End User by Sangoma or its authorized distributors and/or channel partners from time to time. This warranty extends only to the original End User and is not transferable.

For purposes of clarification, certain Sangoma products are not covered by this Warranty Policy ("Excluded Products"). FOR THE EXCLUDED PRODUCTS, 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 ANY END USER OR CHANNEL PARTNER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, 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, AFFILLIATES OR LICENSORS BE LIABLE TO END USER FOR ANY DAMAGES OF ANY KIND, INCLUDING INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR ECONOMIC DAMAGE OR INJURY TO PROPERTY, 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 END USER. IF THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE DURATION OF SANGOMA'S WARRANTY FOR OTHER SOFTWARE OR HARDWARE PRODUCTS (WHICHEVER IS APPLICABLE DEPENDING ON WHICH PRODUCT IS AT ISSUE) AVAILABLE ON WWW.SANGOMA.COM OR THE MINIMUM DURATION REQUIRED BY APPLICABLE LAW- WHICHEVER PERIOD IS SHORTER. The Excluded Products are defined in the following subsections. All terms and conditions other than the warranty provisions of this Policy apply to the Excluded Products as detailed in this Policy.

Products obtained by Fraud: Sangoma will not support or offer any warranty on any product obtained fraudulently. End Users who are concerned they may have received their product as the outcome of a fraudulent sale may contact Sangoma's Technical Support Department with the serial number of the Product for a determination of whether their product is excluded from this warranty.

Additional Enhanced Hardware and Software Warranties

Sangoma, in its discretion, may provide additional enhanced warranties to certain parties via written agreements to extend warranty coverage and duration. The standard warranty contained herein shall always apply unless such a written agreement exists.

PRODUCTS EXCLUDED FROM WARRANTY

The following Excluded Products are not covered by Sangoma's warranty and Sangoma expressly disclaims any liability arising from use of such Excluded Products:

- FAX for Asterisk
- G.729 for Asterisk
- HPEC for Asterisk
- The Digium Phone Module for Asterisk
- Any Sangoma product obtained by fraud as described in above.

6. Returns

Returns of Non-Defective Hardware

Unless End User is subject to a stock rotation policy as part of a written agreement with Sangoma, Sangoma only accepts returns of unopened non-defective Hardware if the return is made within thirty (30) days following the Start Date. Opened non-defective Hardware returns shall be assessed a 20% restocking fee. Sangoma will accept no returns of non-defective Hardware beyond thirty (30) days. All other returns of Hardware may only be made under the warranty contained herein. Returns of non-defective Hardware only apply to Hardware purchased directly from Sangoma; End Users who have purchased Hardware from a third party should contact that company to discuss their return policies. Sangoma is not obligated to accept returns of any Hardware that has been opened, altered, or is not in resale condition except pursuant to the Policy.

In Sangoma's discretion and on a case by case basis, Software that has not been activated may be returned within ten (10) days following the Start Date, and may, in Sangoma's discretion, be subject to a 20% restocking fee. All other returns of software products may only be made under the warranty contained herein. Sangoma will not be obligated to accept returns of any Software that has been activated or otherwise used.

RMA (Return Material Authorization) Process for Defective Hardware

End Users who wish to return defective Hardware must contact Technical Support for troubleshooting and approval of their return request. You may open a support case/ticket by visiting www.sangoma.com/support.

A Technical Support technician will gather the appropriate account and product information and verify warranty status. Technical Support may require that End User respond to questions designed to assist with the diagnosis and resolution of the issue and End User must cooperate.

All RMA approvals are subject to verification of in-warranty status upon receipt. Specifically, Sangoma will not repair or replace any Sangoma product that is not covered by a current, valid warranty. The End User will be contacted by a representative from Sangoma's RMA Department if there is any question or concern about the status of the product warranty.

Once the Technical Support technician confirms that the Hardware is defective and deems it necessary to replace the Hardware, an RMA number will be assigned authorizing the End User to return the defective Hardware. End User is responsible for the cost of shipping the product directly to Sangoma or to the Channel Partner or point of purchase, as directed by Sangoma. Detailed instructions will be provided in the RMA authorization. The RMA number must be included on the outside packaging of the returned Hardware. Shipping costs incurred in connection with the return of a defective item to Sangoma shall be borne by End User, except in the case of a DOA (dead-on-arrival) return.

Sangoma defines a Hardware product as "DOA" when a properly installed product does not immediately perform its primary function as detailed in the product documentation after power is applied for the first time.

DOAs must be reported by End User within three (3) days of receipt of the Hardware. Failure to report within the applicable time limit will exclude it from being qualified as DOA. For DOAs, Sangoma will cover both the return shipping costs and redelivery shipping costs (3-day domestic, 1 week international). In the event the returned Hardware is misrepresented as a DOA, Sangoma will charge the End User for return shipment costs plus a handling fee. When shipping an authorized return to Sangoma, please include only the Hardware and/or accessories authorized along with a copy of Technical Support's authorization. Sangoma will not replace any Hardware and/or accessories for which an authorization has not been issued. End User must use either the original packaging or pack the unit securely to avoid damage during shipping. Each RMA is valid for 30 days after the RMA number is issued, at which time it will expire.

By default, Sangoma will ship a replacement after receiving the defective Hardware from the End User and verifying its warranty status. If the End User would like to expedite the RMA process, Sangoma can cross-ship a replacement product as soon as possible. Cross-ship orders require a valid credit card number to secure the Sangoma product. The End User's credit card will not be charged unless Sangoma does not receive the returned product within thirty (30) days of the date on which Sangoma ships the replacement product.

Any approved RMA should be considered provisional, based on verification of in-warranty status when the Hardware is received at Sangoma. If Sangoma determines that the Hardware is out of warranty, or if the returned product is found to be damage or defect-free (No Trouble Found) the End User will be notified. Sangoma will not cover any shipping, handling, or customs charges for Hardware not authorized for return. At the End User's discretion, Sangoma will either scrap out-of-warranty Hardware or return it to the End User provided the End User agrees to cover shipping costs. Sangoma anticipates receiving returns within 30 days of authorization. If for any reason the return shipment will not arrive at Sangoma within 30 days of the day the RMA was assigned, please contact Sangoma Technical Support so that the expected receive date may be updated or a new RMA number may be issued.

For products that are manufactured by Dell and sold by Sangoma, Dell's return policy is not available. End Users must work with Sangoma and use the return procedures outlined in this document for those products. Returns of all defective or malfunctioning Products by Sangoma will be made at a location determined solely by Sangoma.

Returns are typically shipped via FedEx. See shipping details below for more information.

Sangoma accepts no responsibility for any unauthorized equipment sent to us. Please do not return any product without a valid RMA number, and only return the specific products approved for replacement. Prior to shipping, remove any Hardware modules that were not approved for replacement. Sangoma reserves the right to deny replacement of product that was not approved for replacement prior to shipment.

Note: Please do NOT ship accessories like phone cables, power supply/cables, and certificates, unless the product is still unopened or otherwise specified by Technical Support.

7. Shipping

Sangoma's preferred shipping courier is FedEx, although other couriers may be available in limited circumstances.

We request that you allow a minimum of 48 hours for order processing before orders are scheduled for shipment. For large orders it may take longer due to allocation of the products. If you require same day shipment, please contact sales and we will assist you with your order. Please note that overnight shipping may not be available.

Please include your email address on your order request. Once the order is scheduled for shipment, we will email you the tracking information so that you can follow the status of the shipment. We also email the invoice for your records to the email address you provide.

All of our packages are shipped FCA Sangoma. Once the package leaves our facilities it is the responsibility of the buyer.

Shipping charges do not include any duties, customs or taxes that may be imposed on international shipments. If you have any questions regarding these types of charges, please contact your local government for assistance.

End User is responsible for the cost of shipping the product directly to Sangoma or to the Channel Partner or point of purchase, as directed by Sangoma. If the Product is covered and repaired under warranty, Sangoma will pay to ship the product back to the End User return address on a DAP or DDP basis.

8. Refund Policy

The products and services provided by Sangoma are non-refundable except as explicitly set forth herein. Any refunds or credits issued for reasons other than those specified herein will be at the sole discretion of Sangoma.

Default remedies for non-performing products or services start with Sangoma's Technical Support team. If the End User deems the Sangoma product or service to non-perform as per documentation or written technical specifications for the product, the End User must report the issue to technical support as set out above.

If the issue is related to advertised functionality, software or firmware, or a bug, Sangoma will attempt to repair or provide a work-around to solve the issue as per the appropriate terms at www.sangoma.com/legal and as set forth herein.

If Sangoma is unable to provide a replacement part or otherwise remedy the defective product after making commercially reasonable efforts, Sangoma reserves the right to refund a pro-rated calculation of the purchase price of the product as its exclusive warranty remedy.

The pro-rated refund shall be based upon the invoiced price of the product and will be calculated by multiplying this amount by the fractional portion of the remaining duration of the warranty period of the purchased product.

9. MISCELLANEOUS

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SANGOMA IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR INDIRECT DAMAGES OF ANY CHARACTER, 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 THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS POLICY, EVEN IF SANGOMAHAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTIES IS REPAIR, REPLACEMENT OR REFUND OF THE PURCHASE PRICE OF THE PRODUCT. THE MAXIMUM LIABILITY OF SANGOMA UNDER THIS POLICY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT(S) WHICH IS 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.

Dispute Resolution

If permitted by applicable law, Sangoma and End User hereby expressly waive any right to a trial by jury and consent to a bench trial. In the event of a dispute, Sangoma and End User 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. The United Nations Convention on International Sale of Goods, the application of which is expressly excluded, does not govern this Agreement.

Located within the U.S.- Law, venue, and jurisdiction

If End User is located within the U.S. (such location to be determined primarily by the address listed on the contract and if this is not applicable than by the ship to address), the validity, interpretation and enforcement of this Policy will be governed by and construed in accordance with the laws of the United States and of the State of Delaware without giving effect to any choice or conflicts of law provision or rule. All disputes arising out of or relating to this Policy will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Delaware and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

Located outside the U.S.- Law, venue, and jurisdiction

If End User is located outside the U.S. (such location to be determined primarily by the address listed on the contract and if this is not applicable than by the ship to address), the validity, interpretation and enforcement of this policy will be governed by and construed in accordance with the laws of the Province of Ontario, Canada without giving effect to any choice or conflict of law provision or rule. All disputes arising out of or relating to this Policy will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in the Province of Ontario and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

Conflicting Laws

Some laws may provide End Users with additional protections that conflict with this Policy. In the event of any such conflicts, the pertaining laws will supersede the provisions of this Policy. The terms not deemed unenforceable will remain effective and only those portions that conflict will be affected.

Modifications

Sangoma may update this Policy from time to time by publishing a new version on www.sangoma.com/legal. The version of the Policy which was in existence as of the date of the Product or service was ordered is the version which is applicable to End User. Any service billed on a recurring basis will have the updated terms apply commencing on the date the next scheduled payment is due.

Entire Agreement

This Policy, together with any terms, agreements, or policies that are provided by Sangoma, and the terms contained in any web links listed in this Policy, are the entire agreement between the parties concerning warranty, returns, and shipping. In the event there is any conflict between Product or service specific terms and conditions offered by Sangoma and this Policy, the terms of the Product or service specific shall prevail. Notwithstanding the foregoing, Sangoma expressly rejects any conflicting terms submitted in a purchase order. Acceptance of the purchase order is not deemed acceptance of the conflicting terms.

Headings

The headings of this Policy are inserted solely for reference and are not intended to govern, limit, or aid in the construction of any term or provision herein.

Waiver

Sangoma shall not be deemed, by any act or omission, to have waived any of its rights or remedies under this Policy unless such waiver is in writing and signed by an authorized representative. Such a waiver shall be limited specifically to the extent set forth in said writing. Any waiver of a term or condition of this Policy 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 Policy shall be cumulative, and none of them shall be in limitation of any other.