

This Sangoma product contains Licensed Software

IMPORTANT: this is a legal agreement between you and Sangoma Technologies Inc. ('Sangoma'). Rights in the software product are offered only on the condition that you agree to all the terms and conditions of this agreement (the 'Agreement'). By installing, copying, downloading or otherwise using this software product, you agree to be bound by the terms of this Agreement, including, but not limited to, the Sangoma software license and limited warranty agreement written on this page.

Sangoma Software License

The Agreement applies to the software pre-programmed or pre-loaded within this hardware (the 'Hardware') and any software on any distribution media supplied to you with this product (collectively the 'Software'). You agree that all upgrades, enhancements or improvements to any of the Software subsequently supplied to you by Sangoma or Sangoma's authorized agents, distributors or resellers on any distribution media or via any form of electronic distribution will be subject to the terms, conditions, limited warranties and remedies of this Agreement unless you are bound by terms of a different Sangoma license distributed with the Software. The Software is owned by Sangoma or its licensors and is protected by copyright laws and by international treaty provisions.

Sangoma or its licensors retain ownership of the Software and no rights are granted to you other than a license to use the Software on the terms expressly set forth in this Agreement. This Agreement imposes certain restrictions on your use of the Software.

Sangoma grants you the following limited license provided you comply with all terms of this Agreement:

- use the Software with the Hardware included within this package and upgrade the Software drivers of your other compatible Sangoma Hardware ('Permitted Upgrades').
- make copies of the Software for back-up purposes or Permitted Upgrades provided that when each copy of the Software you create has been used for this purpose it is destroyed. You must include all copyright and other notices included on the Software on any copies you make.
- make copies of the documentation and the written materials accompanying the Software and/or the Hardware supplied by Sangoma, but only for
 use within the organization to which you belong, and only for the purposes of installing and using the Software and the Hardware and for Permitted
 Upgrades.

You may not:

- make any copy of any of the Software other than for back-up purposes or Permitted Upgrades or duplicate any Software onto ROM or similar devices that were not supplied by Sangoma unless permitted in this Agreement.
- use the Software for any purpose other than as permitted in this Agreement.
- · sublicense, rent, loan or lease the Software or documentation to another.
- transfer or assign your rights to use the Software except upon a transfer of any associated Sangoma Hardware with which or for which the Software was supplied, and then only if the transferee agrees to be bound by all of the terms of this Agreement.

Sangoma and its suppliers, as applicable, reserve all rights not expressly granted to you in this Agreement.

You acknowledge and agree that:

- if you upgrade any older Sangoma Hardware ('Upgraded Products') with any of the Software, that this Agreement will thereafter apply to such Upgraded Products. However, any warranties will be those supplied with the original product and will run from the date of purchase from Sangoma or Sangoma's authorized distributor or reseller.
- if you obtain any other Sangoma Software product and are not bound by a written Sangoma Software license and limited warranty, then you agree that you are using such Software in accordance with the applicable terms of this Agreement.
- the underlying design of all Sangoma Hardware and the structure, sequence, organization and source code of all Sangoma Software are valuable trade secrets of Sangoma or its licensors or suppliers.
- you shall not decompile, disassemble, reverse engineer, or modify in any way, any of the Hardware, Software or Upgraded Products, except to the
 extent that the foregoing restriction is expressly prohibited by applicable law. To the extent that you have the right under applicable mandatory laws
 to perform any of these activities, you shall first make a request by providing Sangoma with written notice detailing the basis for such right and only
 if and after Sangoma, at its sole discretion, partly or completely denies your request shall you exercise any of your statutory rights to perform any
 such activities.
- the export of the Software, Hardware and Upgraded Products may be restricted by the export control laws of the United States and other countries. You agree to comply with all such applicable export control laws.
- without limiting the rights that the licensors of Sangoma otherwise have to protect their rights in all copyrights, design rights, know-how, confidential information, patents, inventions, trademarks, registered designs or integrated circuits ("Intellectual Property Rights"), each of such licensors are third party beneficiaries of this Agreement for their respective Software products (in accordance with the Contracts (Rights of Third Parties) Act 1999 or other applicable legislation) and may have the right to enforce such terms against you.
- this Agreement, and the license granted hereby, is effective unless terminated or rejected. You may terminate this Agreement as to any Software at any time by destroying such Hardware, Software, the related media, and all related back-up copies and documentation. Upon any violation by you of any of the provisions of this Agreement, or in the event that you take or suffer any action on account of debt or are insolvent, this Agreement will terminate and your right to use the Software, Hardware and Upgraded Products will automatically terminate and you will be obligated to return to Sangoma or destroy all of such Software and to return to Sangoma all of such Hardware.

- this Agreement will be governed and construed in accordance with the laws of the province of Ontario and the federal laws of Canada, as applicable, other than its provisions concerning the applicability of laws of other jurisdictions, and you hereby submit to the jurisdiction of the courts of Ontario, Canada. Notwithstanding the preceding sentence, Sangoma shall have the right to seek injunctive relief in any court of competent jurisdiction.
- this Agreement is the complete and exclusive statement of your agreement with Sangoma with respect to the subject matter hereof and supersedes all prior agreements or communications, written or oral, with respect to the subject matter of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

Limited Warranty

Sangoma warrants that under normal use and conditions the components listed below will, for the appropriate duration listed below (each, a 'Warranty Period'), be free from significant defects in materials and workmanship as follows:

- For Software Media: The Warranty Period for Software media is ninety (90) days from the date of purchase by you from Sangoma or Sangoma's authorized reseller or distributor.
- For Hardware Products: The Warranty Period for any Hardware Product is twelve (12) months from the date of original purchase of the Hardware from Sangoma or Sangoma's authorized reseller or distributor.
- For Software (other than the media): This is provided 'as is' without any warranty.

If you believe that you have discovered any covered defect during the applicable Warranty Period, please contact the dealer or reseller from which it was purchased and return the Hardware together with the accompanying Software media (including all copies of the Software) freight prepaid to that dealer or reseller (you may also be asked to provide written documentation of your purchase). If the dealer or reseller is unable to help you, or if you obtained the product directly from Sangoma, please contact the Sangoma office directly.

<u>CUSTOMER REMEDIES:</u> Sangoma's and its licensor's and supplier's entire liability and your exclusive remedy will be, at Sangoma's option: (i) repair or replacement of the Software media or Hardware that does not meet Sangoma's Warranty, or (ii) return of the price paid. All media and Hardware which is replaced will become the property of Sangoma. Replacement products may be new or reconditioned and may be of a newer variant should the failing Hardware model be unavailable. Sangoma will have no responsibility, warranty or other obligations whatsoever as a result of: (a) the use of the Hardware, Software media and/or Software in a manner inconsistent with the accompanying manuals and this Agreement, or (b) any modifications made to the Hardware or Software, or (c) failure of the Hardware, Software media or Software as a result of accident, abuse or misapplication, or (d) installations of Hardware and Software which do not comply with the installation instructions. Sangoma and its dealers and resellers are not responsible for any Software, firmware, information or data contained in, or stored on, any returned items.

NO OTHER WARRANTIES: the warranties set forth above are exclusive and in lieu of all other warranties. Sangoma makes no other warranties, express or implied, and Sangoma expressly disclaims all other warranties, including but not limited to implied warranties of satisfactory quality, merchantability and fitness for a particular purpose and any warranty of non-infringement of Intellectual Property Rights. Moreover, the provisions set forth above state Sangoma's entire responsibility and your exclusive remedy with respect to any breach of any warranty.

<u>LIMITATION ON LIABILITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES:</u> under no circumstance and under no theory of liability will Sangoma or its licensors or suppliers be liable for costs of procurement of substitute products or services, lost profits, lost savings, loss of information or data, or any special, indirect, consequential or incidental damages whatsoever, arising in any way out of this agreement or the sale, license or use of, or inability to use, any Sangoma product (Hardware or Software) or service, even if Sangoma has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited warranty.

The warranties, limitations and remedies contained herein allocate risk of Software, Hardware and media breach of warranty or other liability and Sangoma's prices reflect the allocation of such risk. Certain jurisdictions restrict the ability to (a) exclude implied warranties, (b) limit or exclude incidental or consequential damages, or (c) limit liability imposed under product liability laws. To the extent any such restrictions apply to you and may not be waived, the foregoing limitations and exclusions may not apply to you. If, notwithstanding the above clauses, Sangoma is subject to any liability in connection with the Software or Hardware, whether arising from negligence, breach of contract or otherwise, Sangoma's liability will not exceed the sum paid by you to Sangoma for the Hardware and Software that did not comply with the Sangoma Technologies Inc. warranty.

Open Source Licensing

Sangoma Vega Gateways contain open source software components which are licensed under various distribution licenses. Source code including these licenses is available upon request. To request a copy of this source code please contact sales with details of the Product and Software version in use. A charge may be made to cover the cost of providing this source code."

Acknowledgments

Sangoma, the Sangoma logo, the Vega logo, Vega 50, Vega 60G, Vega 100G, Vega 200G, Vega 400G, Vega 4x4, Vega 3000G, Vega 3050G are trademarks, and in some jurisdictions may be registered trademarks, of Sangoma Technologies Inc. (the "Trademarks") and belong to Sangoma. Nothing herein grants, or will be construed to grant, you any rights to the Trademarks.

Portions of the Sangoma Software are © RADVision Ltd, and other third party suppliers to Sangoma. All Intellectual Property Rights in such portions of the Software are owned by the respective third parties and are protected, along with Sangoma's proprietary code, by applicable copyright laws and international treaty provisions. Sangoma and its suppliers retain all rights not expressly granted.

How to contact Sangoma

 $\underline{http://support.sangoma.com}$



