CLOUD TERMS OF SERVICE

THIS AGREEMENT IS MADE BY AND BETWEEN SANGOMA US INC. ("**SANGOMA**") AND CUSTOMER. THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE UPON WHICH CUSTOMER ACCEPTS THIS AGREEMENT ("**EFFECTIVE DATE**").

BY ACCEPTING THIS AGREEMENT VIA (A) CLICKING A BUTTON INDICATING ACCEPTANCE, OR (B) EXECUTING AN ORDER FORM OR OTHER AGREEMENT THAT REFERENCES AND INCORPORATES THIS AGREEMENT, YOU CERTIFY THAT (1) YOU HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT PREPARED IN ENGLISH, (2) YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND (3) ALL INFORMATION SUBMITTED BY YOU IS COMPLETE, TRUE, ACCURATE, AND NOT MISLEADING.

IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU ARE DULY AUTHORIZED TO BIND THAT ENTITY TO THESE TERMS. IF YOU DO NOT HAVE THAT AUTHORITY, OR DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCEPT THIS AGREEMENT OR USE THE SERVICES.

Customer and Sangoma may be individually referred to as a "Party" and collectively as "Parties."

The Parties agree as follows:

1. Definitions

1.1 "**Acceptable Use Policy**" means Sangoma's acceptable use policy located on the Policy Page, as amended from time to time.

1.2 "**Agreement**" or "**Cloud Terms of Service**" shall mean these Cloud Terms of Service and any and all Service Specific Terms, attachment(s), addendum(s), Sales Order(s), schedules, or exhibit(s) attached thereto and any and all other applicable terms and conditions referenced in any of the preceding.

1.3 "**ANI**" means Automatic Number Identification.

1.4 "**Basic 911 Service**" means the ability to route an emergency call to the designated entity authorized to receive such calls serving Customer's Registered Address. With Basic 911 Service, the emergency operator answering the phone will not have access to the caller's telephone number or address information unless the caller provides such information verbally during the emergency call.

1.5 "**Call Path**" means a single outbound call to a phone Number from a PBXact, SIPStation, or Switchvox Cloud system or a single inbound call to a DID on a PBXact, SIPStation, or Switchvox Cloud system.

1.6 "**Call Rating**" means the methodology used to define the type and jurisdiction of a specific call. Call Rating criteria includes the originating Automatic Number Identification (ANI)

(sometimes referred to as the from or source fields) and terminating ANI provided in the call signaling (sometimes referred to as the destination or To fields; may also include remote party ID field). Call Rating defines the type of calls and correlating costs per call.

1.7 "**Class 5 Features**" means additional phones features beyond standard routing and audio. For example, both call hunting and voicemail are Class 5 Features.

1.8 "**CNAM**" means Caller Name Presentation or Caller Name Deliver and is used in telephone networks to provide name identification of the calling party. The CNAM information is most often displayed in Caller ID.

1.9 "**CPNI Policy**" means the policy detailing the use, collection, and distribution of Customer Proprietary Network Information (CPNI) available on the Policy Page, the terms of which are incorporated herein by reference.

1.10 "**Customer**" and "**You**" mean (1) in the case of an individual accepting this Agreement on his or her own behalf, such individual, or (2) in the case of an individual accepting this Agreement on behalf of a legal entity, such legal entity for which that individual is accepting this Agreement.

1.11 "**DID**" means Direct Inward Dialing and is a telephone number assigned by Sangoma to Customer (or ported to Sangoma by Customer) which has functionality that allows two-way inbound and outbound voice communication.

1.12 "**Directory Listing**" means the listing of a Customer's telephone number in the ILEC directory for a market.

1.13 "**Enhanced 911 Services**," "**E911 Services**" or "**E911**" means the ability to route an emergency call to the designated entity authorized to receive such calls, which in many cases is a Public Safety Answering Point ("**PSAP**"), serving Customer's Registered Address and to deliver the Subscriber's telephone number and Registered Address information automatically to the emergency operator answering the call.

1.14 "**FAXStation**" means Sangoma's fax product that allows faxing over HTTPS. It entails a premise box that converts faxes to HTTPS requests and sends the information to Sangoma's data center for transmittal of the fax. It supports inbound and outbound faxing and has a per month charge.

1.15 "**Free Trial**" SIPStation has the ability to allow customers to sign up for a free limited trial of SIPStation. While in Free Trial mode Customer's total minute usage is limited but adequate to thoroughly test the phone service and will be configured with the indicated number of call paths (trunks) as displayed in Customer's SIPStation module or in the store account. Many of the features are disabled during the trial period such as metered toll free and international service, failover services and others. The Free Trial account is NOT FOR production usage, it is for evaluation and has thus been limited to that purpose. If and when Customer converts a Free Trial account into a standard SIPStation account, all available features will become immediately accessible.

1.16 "**Trunk+ User**" means a user on the PBXact UCC system that can register a phone to an extension and also receive an included Call Path to the PBXact UCC system.

1.17 "**Improper Calls**" means (i) call types that would result in Sangoma incurring originating access charges, local exchange carrier "DIP" fees or other call types that may be subject to a reverse billing process, (ii) any unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like; and (iii) mass calling events, excessive non-completed and invalid calls, and failed calls due to inadequate Customer capacity.

1.18 "**ILEC**" means an incumbent local exchange carrier.

1.19 "**International**" means anywhere outside of the continental United States, including Alaska and Hawaii.

1.20 "**IP Originated**" means traffic utilizing TCP/IP as a transmission protocol from the originating equipment (e.g. SIP phones, SIP PBX, TDM to SIP Gateway, IP-adapter, etc.) to a TCP/IP gateway, for termination to an IP destination or the PSTN.

1.21 "**LCA**" or "**Local Calling Area**" means a geographical local calling area (determined by the applicable ILEC) containing one or more Rate Centers.

1.22 "**LNP**" means local number portability.

1.23 "**User Only**" means a user on the PBXact UCC system that can register a phone to an extension but does not include an additional Call Path to the PBXact UCC system.

1.24 "**NADP**" means the North American Dialing (or Numbering) Plan.

1.25 "**Number**" or "**Numbers**" means 911 Enabled DID and/or Toll-Free Number(s).

1.26 "**PBXact Cloud**", also referred to as "**PBXact**," "**PBXact UCC**", "**Cloud PBXact**", or "**PBXact Unified Communications**" means Sangoma's proprietary, commercial, hosted unified communications IP-PBX software platform based on FreePBX and deployed as a software-as-a-service (SaaS) solution.

1.27 "**Policy Page**" refers to the http://www.sangoma.com/legal webpage.

1.28 "**Privacy Policy**" means the Privacy Policy available at the Policy Page (as may be amended from time to time), the terms of which are incorporated herein by reference.

1.29 "**Operator and Directory Assistance**" means live or automated operator assistance for the placement of Subscriber calls, listing services and/or related information. It is usually dialed with a 411 or NPA-555-1212.

1.30 "**Rate Center**" means a geographic area (determined by the applicable ILEC) within an LCA or market that is associated with one or more specific NPA/NXX codes.

1.31 "**Registered Address**" means the address provided by Customer and entered into appropriate Sangoma-provided portals, which represents the physical location from which the Service (and 911 Enabled Two-way Numbers associated with the Service) will be used.

1.32 "**Sales Order(s)**" shall mean the sales order(s) entered into, from time to time, between Sangoma and Customer which detail, among other things, the Services to be provided by Sangoma and the prices charged to Customer for those Services.

1.33 "**Sangoma Services**" or "**Service(s)**" means those certain equipment rental, communication, data and other business and consumer continuity services, including but not limited to, Switchvox Cloud, PBXact Cloud, FAXStation, Sangoma SIP Trunking (also referred to as Digium Cloud Services or DCS SIP Trunking), SIPStation, and other managed IT, data, and communication services, which are set out in this Agreement and as may be modified, upgraded, or revised from time to time. With regard to international telecommunication traffic if Customer purchases this, Sangoma will terminate international communication traffic which is delivered to one of Sangoma's interconnection locations in the United States to Customer's cloud SIP or cloud PBX account and Sangoma reserves the right to change the destination of such international communication traffic at any time without notice to Customer.

1.34 "**Session Initiation Protocol**" or "**SIP**" is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.

1.35 "**Service Specific Terms**" means the terms specific to one or more Services as attached to this Agreement, the terms of which are incorporated herein by reference. The Service Specific Terms are as follows: (1) Schedule 1: PBXact Cloud and SIPStation Specific Terms; (2) Schedule 2: FAXStation Specific Terms; and (3) Schedule 3: Switchvox Cloud and Sangoma SIP Trunking Specific Terms.

1.36 "**SIPStation**" means a bundled virtual SIP trunking service providing (i) real-time, two-way inbound, outbound local, and outbound long-distance voice communication services via two-way number(s), and/or (ii) real-time, two-way inbound voice communication services via Toll Free Number(s).

1.37 "**Subscriber**" means an individual, end-user or telephone device to which a Number is assigned by Sangoma (or to which a Number is ported by Customer).

1.38 "**Switchvox Cloud**" means a software platform owned and developed by Sangoma that includes an underlying operating system, designed to be run in a virtualization environment that enables many copies of Switchvox to run on a virtualized server provided by Sangoma, which is offered as a hosted cloud service to Customer. Certain Switchvox Cloud On Network Services are powered by Switchvox Cloud and these Services are limited to Switchvox Cloud PBX, Sangoma SIP Trunking, associated IP telecommunications and hosting services.

1.39 "**Switchvox Cloud Off Network Services**" shall mean those Switchvox Cloud Services that are either provided solely by a third-party or provided either partially or wholly off of Sangoma's operated network.

1.40 "**Switchvox Cloud On Network Services**" shall mean those Switchvox Cloud Services that are provided by Sangoma on a network system operated by Sangoma.

1.41 "**Toll Free Number**" means a telephone number that supports NADP and is assigned to Customer by Sangoma (or ported to Sangoma by Customer) for use with the Service.

1.42 "**U.S. Domestic**" means the continental United States (excluding Alaska and Hawaii).

1.43 "**We**" and "**Us**" shall refer to Sangoma.

1.44 "**911 Enabled DID**" means a telephone number assigned by Sangoma to Customer (or ported to Sangoma by Customer) with functionality that allows two-way inbound and outbound voice communication and also has an address registered to the 911 Enabled two-way number. Each account comes standard with a default 911 Enabled DID which Customer must register Customer's address with for 911 purposes. Customer can purchase additional e911 address locations as outlined in this Agreement.

1.45 "**911 Services**" means functionality that allows Customers to contact emergency services by dialing the digits 9-1-1.

1.46 "**911 Enabled DID**" means a telephone number assigned by Sangoma to Customer (or ported to Sangoma by Customer) with functionality that allows two-way inbound and outbound voice communication and also has an address registered to the 911 Enabled two-way number. Each account comes standard with a default 911 Enabled DID which Customer must register Customer's address with for 911 purposes. Customer can purchase additional e911 address locations as outlined in this Agreement.

1.47 "**911 Services**" means functionality that allows Customers to contact emergency services by dialing the digits 9-1-1.

2. Provision of Services

2.1 Sangoma will provide those Services selected by Customer on Sales Orders, in accordance with the terms and conditions of this Agreement and any other applicable terms.

2.2 Services are ordered, supported, and cancelled as set forth in the Service Specific Terms.

2.3 Sangoma shall not be responsible for any charges incurred by Customer for Customer's engagement of a third party to perform technical support, whether related or unrelated to the Services and/or devices used with the Services (except where specifically noted in an applicable service plan or Service Specific Terms).

2.4 Sangoma may from time-to-time suspend a Service for routine maintenance. Sangoma shall provide Customer advance notification of the Service suspension for routine maintenance. Such Service suspensions are not considered an out-of-service condition, provided that the Service is restored by the end of the period specified in the notification. Sangoma may suspend Service for unscheduled emergency maintenance without advance notification to Customer. This section is not intended to impact the ability of Sangoma to suspend or terminate a Service as otherwise provided in this Agreement.

2.5 Notwithstanding anything herein which may indicate or require otherwise, including, without limitation, any requirements that Sangoma provide certain notices to Customer, Customer's use of any Service is an absolute acknowledgement by Customer that Customer has received delivery of such Service.

3. Term

3.1 This Agreement shall become effective on the Effective Date. This Agreement shall remain in effect until all Services received by Customer from Sangoma are terminated as set forth in the Service Specific Terms.

4. Billing and Payment

4.1 If this Agreement includes the delivery of Services to multiple locations and Service delivery is delayed definitely or indefinitely due to circumstances beyond the immediate control of Sangoma, as determined by Sangoma in its sole, reasonable discretion, Customer shall pay such partial fees for those portions of the Service which are not so delayed. Partial delivery of Service, in this manner, shall not constitute a failure to fulfill this Agreement or cause for termination or cancellation of Services.

4.2 Sangoma may, upon prior email or other written notice to Customer when practical, modify, change or add to: (a) the rates, (b) the regulated Service(s), and/or (c) the other terms and conditions contained in this Agreement, including without limitation, surcharges and other charges, to reflect the impact of, or to effect compliance with, regulatory activity which the Services are subject to; or (d) if such governmental or regulatory action materially and adversely impairs the provision of Service, as reasonably determined by Sangoma, terminate and cancel the Services without penalty. Sangoma makes no representations or warranties that the FCC, PUCs, or any type of governmental body, whether federal, state (provincial), or local, or any underlying providers will not make any changes to existing laws, regulations, and/or tariffs that could impair Sangoma's ability to deliver Services to Customer. In consideration of the Services provided, Customer shall pay Sangoma the amounts charged for Services in accordance with Sales Orders and this Agreement. If any local, state, federal, public or quasi-public governmental entity or its political subdivision imposes any taxes, fees, surcharges or other charges or obligations on Sangoma as a result of Sangoma's sale of Services or Customer's use of Services, Customer shall pay any such obligations ("**Additional Charges**") and indemnify Sangoma for any liability or

expense associated with the Additional Charges. If Additional Charges are assessable to support the federal Universal Service Fund (USF), Sangoma may elect to calculate and charge Customer in accordance with applicable laws and regulations.

4.3 If Customer is past-due on amounts owed, Customer shall not be entitled to any applicable out-of-service credit. In addition, Sangoma may, at its sole option, (a) refuse to provide additional Services or refuse to allow Customer to place additional orders; (b) place Customer's account on "hold"; and (c) refuse to provide support for the Services, including the issuance of new "trouble tickets." Customer shall receive email notification that its account will be placed on "hold" unless Customer pays the past-due amounts, including any applicable fees. Sangoma shall not be responsible in any way for damages caused by or expenses incurred by Customer resulting from placing Customer's account on "hold".

4.4 Additional billing and payment obligations are set forth in the applicable Service Specific Terms.

5. Use of Services

5.1 Any use of Sangoma's systems or Services that violate the Acceptable Use Policy or which disrupt the normal use of the system for other Sangoma customers, shall be considered abuse of the system and Services. Examples of prohibited activities include, but are not limited to, usage of the Services in any manner which: (a) violates any applicable local, state, or federal law, ordinance, regulation, treaty or tariff; (b) violates the acceptable use policies of any networks, application, machines or services which are accessed through Sangoma network; (c) infringes on the intellectual property rights of Sangoma or others; (d) violates the privacy of others; (e) involves fraud; (f) involves illegal robocalling or illegal autodialing;or (g) involves deceptive online marketing practices.

5.2 Another example of abusive use is making completed calls which are 6 seconds or less in duration (each a "**Short Duration Call**") and 10% or greater of Customer's calls within a one month time span are Short Duration Calls. If the percentage of Short Duration Calls exceeds the 10% threshold then Sangoma will add a supplemental charge per Short Duration Call for all Short Duration Calls, not just those which are over the threshold. are provided in the Acceptable Use Policy. Further examples of abusive or prohibited use are contained in the Acceptable Use Policy.

5.3 Customer acknowledges that Sangoma may (but is not required to) monitor Customer's use of the system and Services for violations of the Acceptable Use Policy and any other terms and conditions applicable to the use of the systems. Sangoma reserves the right to remove and/or block all communications and immediately suspend or cancel Service if it suspects a violation of the Acceptable Use Policy if, in its sole, reasonable discretion, it deems such action necessary to protect the system, or the Services, Sangoma, or other customers from harm. In such an event, Sangoma will provide as much prior notification to Customer as is practical under the circumstances, if any.

5.4 Violations of any of the provisions of the Acceptable Use Policy are unethical and may be deemed criminal offenses. Customer shall report to Sangoma any information Customer may have concerning instances in which the Acceptable Use Policy has been or is being violated. When Sangoma becomes aware of any possible violations, Sangoma will initiate an investigation. If Sangoma determines that Customer has violated or will violate any of these policies, Sangoma may take such action as deemed to be appropriate under the circumstances as known to Sangoma at the time such action was taken to eliminate or preclude such violation. Sangoma shall not be liable for any damages of any nature suffered by any Customer or third party resulting in whole or in part from its exercise of its rights under these policies. Customer is responsible for any charges resulting from the violation of these policies including but not limited to charges resulting from the compromise of any Customer secure password or Service under the control of Customer.

5.5 Customer shall be the end-user of the Service. The Service is not to be resold or distributed without the prior express, written, and signed consent of Sangoma.

5.6 Customer has sole responsibility for installation, testing, configuration, and operations of its facilities, services and equipment. Customer is also responsible for ensuring that the Services are compatible with its existing systems and devices. Sangoma shall only be responsible for the installation of the Services.

5.7 Customer may be required to maintain a secure password for use of a Service. Password requirements shall be established by Sangoma. Customer is solely responsible for maintaining the security and integrity of Customer's password.

5.8 Customer shall not use any process, program or tool via Sangoma's system for guessing the passwords or circumventing any security measures of Sangoma customers or other systems. Customer shall not use Sangoma's system to make unauthorized attempts to access the systems and networks of others.

5.9 Customer shall not copy or alter, or cause a third party to copy or alter, any firmware or software related to the Services. Customer is solely responsible for any costs, liabilities, or charges incurred as a result of such actions. Customer shall not attempt to hack or otherwise disrupt the Services or make any use of a Service that is inconsistent with its intended purpose.

5.10 Sangoma has not granted to customer any license to use any firmware or software provided to Customer in connection with the Services, other than a nontransferable, revocable license to use the firmware or software in object code, strictly according strictly for the uses contemplated by this Agreement. With regard to any software delivered to Customer, Customer agrees that Customer may not reverse engineer or de-compile the software and that title to the software does not pass to Customer (meaning the intellectual property to the software is owned by Sangoma and is not transferred to Customer), and that the software may be subject to the U.S. Export Administration Act and its associated regulations and international import and export regulations, with which Customer agrees to comply.

5.11 Customer is responsible for maintaining the integrity of the Services it receives from Sangoma that are under the control of Customer. This includes, without limitation, guarding against fraudulent usage of voice and data services. Customer shall secure VoIP communications using strong password policies and prudent security measures. Fraudulent calls made and the associated liability from using international VoIP are Customer's sole responsibility. Sangoma makes no representations or warranties that it will monitor any international calling activities or records with regard to fraudulent use. Customer shall be responsible to Sangoma and shall indemnify, hold harmless, and defend Sangoma for any and all costs, including Service charges incurred through fraudulent, unauthorized, improper, or other use stemming from activities that are under Customer's control. By way of example and not limitation, this includes long-distance voice charges for calls made using Customer's handset and line. Sangoma reserves the right, in its sole discretion, to block access to certain countries and locations outside the U.S. If Customer grants Sangoma access, either by online access, application programming interface (API), or access by any other means, to a service ordering/management system and other related electronic tools (collectively, the "**Electronic Tools**"), Customer agrees that it is fully and exclusively responsible for all information accuracy, charges, costs, transactions, and activities conducted through such Electronic Tools. Customer agrees that it is fully and exclusively responsible to safeguard, monitor, manage, and maintain access to the Electronic Tools, and to only allow authorized use of the Electronic Tools to persons that Customer designates. Customer therefore agrees that it will indemnify, defend, and hold harmless Sangoma from and against any actual or alleged losses, costs, claims, liability of any kind, damages, or expenses or fees (including reasonable attorneys' fees) on the part of or which may be incurred by Customer, or a third-party, relating to or arising from the use or operation of the Electronic Tools. Customer's obligation in this subsection includes any alleged or actual losses or claims in connection with unauthorized access to, use, transactions, or activity conducted through the Electronic Tools, regardless if such unauthorized access is unintentional, accidental, intentional, or by fraud, and regardless of whether Customer had knowledge of such unauthorized access. In all such cases of unauthorized access Customer agrees that it retains full and sole responsibility for any and all charges for the Service provided by Sangoma.

5.12 Additional Service usage restrictions are set forth in the Service Specific Terms.

5.13 Customer acknowledges and agrees that Sangoma may use third-party software, services, infrastructure, and security technologies in connection with the provision, management, support, security, and monitoring of the Services, including software installed on equipment located at Customer's premises. Customer authorizes Sangoma and its service providers to install, configure, operate, update, maintain, and use such technology, including privileged access management technology, to the extent reasonably necessary to provide, administer, secure, support, and troubleshoot the Sangoma Services.

5.14 In connection with providing and supporting the Sangoma Services, Customer acknowledges and agrees that Sangoma and its service providers may collect and process technical

and operational information relating to Customer's equipment, systems, users, and network environment, including device and host identifiers, IP addresses, operating system and software information, network and access-control configuration information, authentication and connection information, security events, access activity, logs, and similar technical information.

6. Storage and Backups

6.1 Sangoma is not obligated to store or back up Customer's communications logs, call recordings, voicemails, faxes, or other messages and does so only as a convenience to Customer. Customer agrees that Sangoma has no responsibility or liability whatsoever for the deletion or failure to store any call log information, voicemails, faxes, and/or other communications maintained or transmitted by the Services. Customer agrees that Sangoma may establish limits as to the size of the communications that Sangoma transmits or stores and the duration for which Sangoma stores any communications. Additional information on storage and backups are contained in the Service Specific Terms.

7. Number Porting

7.1 Sangoma cannot guarantee requested telephone numbers will be available, that Customer's pre-existing provider will agree to port Customer's number, or that circumstances beyond Sangoma's control will not prevent or delay a successful port of Customer's telephone number for the Services. Sangoma will require a completed and signed Letter of Authorization ("**LOA**") for any existing telephone numbers which Customer wishes to port to Sangoma. Sangoma may require a recent copy of the current telephone bill which contains Customer's Billing Telephone Number, as well as a record of any numbers that need to be ported. Sangoma must receive necessary LOA(s) and/or bill copy(ies) before Sangoma will initiate a port request and obtain a Confirmed Port Date. The Confirmed Port Date is the date upon which the current voice provider has agreed to port a number(s) to Sangoma. The Confirmed Port Date interval may in some cases take as long as one (1) to two (2) business weeks after Customer initiates the port request; since the port interval is a product of the accuracy of the information provided to Sangoma by Customer, as well as the processing speed of Customer's current voice provider, Sangoma makes no guarantees regarding the promptness of a port, however all ports will be provided consistent with applicable law. Customer should not order any printed material, such as business cards or stationery, showing a telephone number or issue any press releases with the telephone number or otherwise publicize any telephone number until that telephone number becomes active. Under no circumstances is Sangoma liable for reimbursing these expenses. Additional information on number porting is contained in the Service Specific Terms.

8. Reclaiming of Numbers

8.1 Sangoma may reclaim any telephone numbers that have not been used to pass traffic within the immediately preceding 120 day period.

9. Directory Listing and CNAM

9.1 Customer may request Directory Listing and/or CNAM. Upon the submission of any request for Directory Listing, Customer approves the inclusion of any applicable information submitted by Customer with any applicable Directory Listing.

10. Sangoma Equipment Rentals: Terms applicable only to Customers who rent D-Series phones, Vega gateways, S-Series phones, DECT phones/base stations, Sangoma EXP100 Expansion Module ("Sangoma Rental Equipment")

10.1 Switchvox Cloud Customers may rent new or like-new D-Series from Sangoma on a monthly basis. SIPStation and PBXact Customers who are on a twelve (12) or thirty six (36) month service plan may also rent S-Series phones, Vega gateways, DECT phones/base stations, and Sangoma EXP100 Expansion Modules on a monthly basis.

10.2 The monthly rental charges and the rental period for D-Series phones are provided in the relevant quote or Sales Order. Rental charges and the rental period for S-Series phones, Vega gateways, DECT Phones/base stations, and Sangoma EXP100 Expansion Module be found at https://store.sipstation.com/ and https://cloud.pbxact.com

10.3 Customer acknowledges and agrees that all Sangoma Rental Equipment rented to Customer shall at all times be the sole property of Sangoma and not of Customer, and Customer shall not remove (or permit anyone else to remove) any notices pertaining to ownership of the Sangoma Rental Equipment. Customer agrees to use the Sangoma Rental Equipment solely at the physical address registered with Sangoma and must not remove the Sangoma Rental Equipment from such address.

10.4 To the extent the terms of this Agreement do not otherwise conflict, the Sangoma Rental Equipment must be returned in accordance with the Warranty, Return, and Shipping Policy a copy of which is available at the Policy Page (as may be amended from time to time). Generally, in advance of returning Sangoma Rental Equipment to Sangoma's return center, Customer must obtain an RMA number from Sangoma for tracking purposes during the return process. To initiate an RMA for D-series phones, Customer must contact Sangoma's technical support department to request an RMA number. To initiate an RMA for any other Sangoma equipment, Customer must initiate via the Sangoma customer portal. The RMA number must be clearly visible on the outside of the shipping box (es) and return slip. The Sangoma Rental Equipment must be returned in the original packaging. Sangoma pays the shipping costs to have the Sangoma Rental Equipment shipped to Customer as part of an RMA and Customer is responsible for all costs related to packing and shipment of the Sangoma Rental Equipment to Sangoma's return center at the end of the rental period.

10.5 Throughout the rental period Customer assumes all risk of loss or damage to Sangoma Rental Equipment. Sangoma owns the Sangoma Rental Equipment throughout and after the rental period.

10.6 Customer agrees to use the Sangoma Rental Equipment solely in connection with the Service and in accordance with this Agreement and to the extent the terms of this Agreement do not otherwise conflict in accordance with the respective Sangoma Rental Equipment EULAs, copies of which are located at the Policy Page, the terms of which are incorporated herein by reference.

10.7 Upon any expiration or termination of the rental period, the Sangoma Rental Equipment must be returned to Sangoma's return center. If Customer fails to return the Sangoma Rental Equipment to Sangoma's return center at the expiration or termination of the rental period or if the Sangoma Rental Equipment is returned to Sangoma's return center but Sangoma determines the Sangoma Rental Equipment is damaged (beyond normal wear and tear) or was destroyed or lost during shipping to Sangoma's return center a penalty will be assessed as follows. Sangoma will generate an invoice to Customer for the MSRP of the Sangoma Rental Equipment and charge the amount of that invoice to the credit card stored in Customer's Sangoma account record or, if Customer has completed an ACH Authorization Form with Sangoma, Sangoma will draft Customer's bank account for the amount. If Customer wishes to use ACH, Customer must still provide Sangoma a credit card as a backup method of payment and Customer acknowledges if ACH fails Sangoma will charge Customer's credit card for the failed ACH transaction and for all transactions moving forward. Additionally, if the rental arrangement is terminated prior to the end of the rental period by Sangoma for cause or by Customer without cause as detailed in the Service Specific Terms, Customer is responsible for paying the full remaining balance on all rental charges owed for the remaining Term.

10.8 Customer must use best efforts to maintain the Sangoma Rental Equipment in good repair and working condition with exceptions for normal wear and tear. Customer must not pledge the Sangoma Rental Equipment as security for any debt or allow liens or encumbrances to be assessed against such Sangoma Rental Equipment. Customer must not transfer or loan the equipment to any other party.

10.9 Additional terms and conditions regarding Sangoma Rental Equipment are contained in the Service Specific Terms.

11. Purchased Equipment.

11.1 Sangoma may sell to Customer certain devices, including, but not limited to phones, routers, switches, and modems, etc. ("**Purchased Equipment**") for Customer's use in conjunction with the Services. Full payment for Purchased Equipment shall be due at the time of purchase. Purchased Equipment shall be listed on a Sales Order. Ownership of, and title to, the Purchased Equipment shall transfer from Sangoma to Customer at the time of sale. Customer will own and bear all risk of loss, theft, or damage.

11.2 Sangoma makes no warranty as to the Purchased Equipment which is third party equipment, any such warranties are provided directly by the manufacturer. Any warranties on

Purchased Equipment which are Sangoma products are provided under the terms and conditions of Sangoma's Warranty, Return, and Shipping Policy. Sangoma may provide assistance with repair or replacement of Purchased Equipment, in some instances, at possibly at an additional charge and, if the equipment is Sangoma equipment, subject to Sangoma's Warranty, Return, and Shipping Policy. Sangoma equipment must be used in accordance with the Sangoma equipment EULAs, copies of which are located at the Policy Page, the terms of which are incorporated herein by reference. Sangoma may also offer certain types of support pursuant to certain service plans if Customer elects to pay for and receive this additional support service, subject to Customer's acceptance of Sangoma's support terms, available at the Policy Page.

11.3 Customer may elect to use it's own equipment instead of purchasing equipment direct from Sangoma. Sangoma shall not be responsible in any way for the compatibility, interoperability, or fitness for use of any Customer-supplied equipment.

12. Additional Equipment Terms

12.1 Customer acknowledges that the performance of equipment, including Purchased Equipment, Sangoma Rental Equipment, and equipment supplied by Customer, can be affected, and thus the corresponding Services can be directly impacted, by environmental conditions, which are out of the control of Sangoma. It is the responsibility of Customer to ensure that such equipment is receiving proper care, such as proper cooling, a clean power supply, being housed in proper facilities, etc. In addition, Sangoma will in no way be responsible to Customer for any damage caused by these factors to the Purchased Equipment, Sangoma Rental Equipment, customer's supplied equipment, or any degradation in Service performance resulting therefrom.

12.2 Notwithstanding anything to the contrary contained herein, Sangoma is not responsible for supporting third party SIP Trunking or for assisting with configuration of Customer's PBX, networks, routers, switches, LAN, firewall or any other Customer owned equipment or services to support Services. Customer is solely responsible for any needed internal wiring or extensions (including, but not limited to conduit, facilities, power, etc.) which is necessary to use Sangoma Rental Equipment, Purchased Equipment, or any other equipment.

13. Disclaimer of Warranties

13.1 Customer acknowledges that the information available via Sangoma's system and/or through the interconnecting networks may not be accurate and that Sangoma makes no representation or warranty of any kind, either express or implied, regarding the quality, accuracy, or validity of the data and/or information available from or through such networks. Use of information obtained from or through Sangoma's system is at Customer's risk.

13.2 EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SANGOMA DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

13.3 IN SOME INSTANCES, SANGOMA IS SUPPLYING THIRD PARTY EQUIPMENT (PURCHASED EQUIPMENT) TO CUSTOMER NECESSARY FOR CUSTOMER TO RECEIVE THE SERVICES, SANGOMA IS NOT THE MANUFACTURER OF THE PURCHASED EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE, OR NON-INFRINGEMENT OF THE PURCHASED EQUIPMENT. WITH RESPECT TO SANGOMA, CUSTOMER'S PURCHASE OF THIS EQUIPMENT IS "AS-IS." THIRD PARTY PURCHASED EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO CUSTOMER BY THE DEVICE MANUFACTURER. MODIFICATIONS MAY VOID OR OTHERWISE LIMIT ANY WARRANTY APPLICABLE TO THE EQUIPMENT. SANGOMA MAY PROVIDE ASSISTANCE WITH THE PURCHASED EQUIPMENT, INCLUDING REPLACEMENT AND REPAIR, AT AN ADDITIONAL CHARGE. SANGOMA MAY OFFER AND CUSTOMER MAY ELECT TO PURCHASE A SERVICE PLAN FOR CERTAIN PURCHASED EQUIPMENT.

13.4 SANGOMA MAKES NO WARRANTIES WHATSOEVER AS TO THE COMPATIBILITY OF ITS SERVICES WITH EQUIPMENT, DEVICES OR SOFTWARE SUPPLIED BY CUSTOMER OR PURCHASED BY CUSTOMER FROM A VENDOR OTHER THAN SANGOMA AND SANGOMA MAKES NO WARRANTIES OF NONINFRINGEMENT. SANGOMA DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. SANGOMA EXERCISES NO CONTROL OVER, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE ACCURACY AND QUALITY OF ANY INFORMATION TRANSMITTED WITH THE USE OF THE SERVICE. CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF ITS USE OF ANY INFORMATION TRANSMITTED VIA THE SERVICE.

14. EMERGENCY 911 CALLING

Enhanced 911 Versus Basic or Limited E911

Sangoma's 911 dialing ("**911 Dialing**") is different from traditional 911 service. Sangoma's customers have access to either Basic 911 or Enhanced 911 ("**Enhanced E911**") service, depending on the capability of their emergency center.

Enhanced E911 Service. With Enhanced E911 service, when You dial 911, Your telephone number and registered address is simultaneously sent to the local emergency center assigned to Your location, and emergency operators have access to the information they need to send help and call You back if necessary.

Basic E911 Service. Customers in locations where the emergency center is not equipped to receive, capture or retain Your telephone number and/or address have Basic 911 or Limited E911. With Basic 911 or Limited E911, the local emergency operator answering the call may not have

Your call back number or Your exact location, so You must be prepared to give them this information. Until You give the operator Your phone number, he or she may not be able to call You back or dispatch help if the call is dropped or disconnected, or if You are unable to speak.

As additional local emergency centers upgrade to Enhanced E911 and become capable of receiving all of our customers' information, Sangoma will automatically upgrade customers with Basic or limited 911 to Enhanced E911 service. Sangoma will not give You notice of the upgrade.

By using Sangoma's Service, You authorize Sangoma to disclose Your telephone number, name and address to third-parties involved with providing 911 Dialing to You, including, without limitation, call routers, call centers and local emergency centers.

You Must Notify All Users That 911 Dialing is Different Than Traditional 911 Service

You should inform all employees, guests and other third persons who may be present at the physical location where You utilize Sangoma's Service of the important differences in and limitations of Sangoma's 911 Dialing as compared with basic 911 or Enhanced E911. The documentation that accompanies the Services will include instructions for obtaining a label that details the potential non- availability of basic 911 or Enhanced E911 (the "**911 Label**"). It is Your responsibility, in accordance with the instructions that accompany the Service, to place the 911 Label on each device that you use with the Service. 911 Labels may be obtained by visiting https://www.sangoma.com/content-library/sangoma-e911-labels/. Do not block the telephone number on the handset when dialing 911.

You Must Register The Location of Your Physical Address

For each phone line and telephone number that You utilize with the Service, You must register with Sangoma the physical location (including floor and suite number) where You will be using the Service with that phone number. You can complete the registration of Your initial location by using the onboarding wizard, which You will gain access to as part of subscribing to Sangoma's Service. It is incumbent on You to confirm the accuracy of Your physical address. If You have any changes to the physical location where You are using a phone number with Sangoma's Service, You must notify us immediately by contacting us as provided at https://sangoma.com/legal/e911/. Sangoma is providing a VoIP Trunking solution for businesses intended strictly for use at the physical address of the business. Users who are residential users or who have nomadic equipment or phones where the calling location changes as the device used with the Service moves to another location may not use Sangoma's Service. If You are a residential user or nomadic user who attempts to make unauthorized use of Sangoma's Service from the new location, 911 calls made will be sent to an emergency center near Your old address. If Customer fails to provide an accurate physical address or fails to provide any address at all and dials 911, Sangoma reserves the right to charge Customer up to $80.00 per call.

Outages May Disrupt Sangoma's Service and/or E911 Dialing.

Service Outages Due to Power Failure or Disruption. 911 Dialing does not function if there is a power failure or disruption. If there is an interruption in the power supply, Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, You

may need to reset or reconfigure the device used with the Service prior to utilizing the Service, including 911 Dialing.

Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service or Internet Service Provider ("**ISP**") Service. Service outages or suspensions or disconnections of service by the underlying broadband provider or ISP will prevent all Sangoma's service, including 911 Dialing, from functioning.

Service Outage Due to Disconnection of Your Sangoma Account. Service outages due to disconnection of Your account will prevent all Sangoma's service, including 911 Dialing, from functioning.

Service Outages Due to Customer Premise Equipment, ISP or Broadband Provider Blocking of Ports or Other Acts. Your Firewall, ISP, broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Sangoma's service. If You suspect this has happened to You, You should alert us to this situation and we will work with You to attempt to resolve the issue. During the period that the ports are being blocked or Your Service is impeded, Your Service, including 911 Dialing, may not function. You acknowledge that Sangoma is not responsible for the blocking of ports by any firewall or third party or any other impediment to Your usage of the Service, and any loss of Service, including 911 Dialing, which may result. If You lose Service as a result of blocking of ports or any other impediment to Your usage of the Service, You will continue to be responsible for payment for the Service charges unless and until You disconnect the Service in accordance with the terms of this Agreement.

Other Service Outages. If there is a service outage for any reason, such outage will prevent all Sangoma's Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this policy.

Network Congestion May Reduce Speed of Routing or Answering 911 Dialing Calls.

There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

Changes to Your Address or Use of a Non-Native Number May Cause Delays in Assistance.

Address changes through the process described in paragraph 4 above require processing, and delays in updating Your new address in an applicable automatic location information (ALI) database may impair or restrict the ability of emergency personnel to help You. You should allow at least 12-24 hours for the ALI database to update before Your new address will be available to emergency personnel, where available. In addition, if You move to a location that uses a different area code, exchange or other number system from the telephone number that has been assigned to You, processing Your emergency call may be delayed by a local emergency center.

Disclaimer of Liability and Indemnification.

Sangoma does not have any control over whether, or the manner in which, calls using Sangoma's 911 Dialing service are answered or addressed by any local emergency response center. Sangoma disclaims any and all responsibility for the conduct of local emergency response centers. Sangoma relies on third parties to assist it in routing 911 Dialing calls to local emergency response centers. Sangoma disclaims any and all liability or responsibility if such third party data used to route calls is incorrect or yields an erroneous result. Sangoma may not be held liable for any claim, cause of action, damage, loss, liability, expense, cost, fee, charge, or penalty, and by using the Service You hereby waive any and all such claims, causes of action, damages, losses, liabilities, expenses, costs, fees, charges, or penalties, arising from or relating to Sangoma's 911 Dialing service unless such claims, causes of action, damages, losses, liabilities, expenses, costs, fees, charges, or penalties arose solely from Sangoma's gross negligence or willful misconduct. You shall defend, indemnify, and hold harmless Sangoma and any other service provider who furnishes services to You in connection with the Sangoma's Service, from any and all claims, causes of action, damages, losses, liabilities, expenses, costs, fees, charges, or penalties (including, without limitation, attorneys' fees) by, or on behalf of, You or any third party relating to the absence, failure or outage of Sangoma's Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of Sangoma's Service to be able to use 911 Dialing or access emergency service personnel.

You May Want to Make Alternate 911 Arrangements or Choose Not to Use Sangoma's Service

If You are not comfortable with the limitations of the 911 Dialing service, You should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting Sangoma's Service.

Direct Access to 9-1-1 Service Required

A law called "Kari's Law" is effective at the federal level and there are also certain state Kari's law requirements. Certain of these laws requires Sangoma to provide our customers with notification of the statutory provisions contained in Kari's Law. Kari's Law states that:

A business owner or operator that owns or controls a telephone system or equivalent system which utilizes Voice over Internet Protocol (VoIP) enabled service and provides outbound dialing capacity or access shall be required to configure the telephone or equivalent system to allow a person initiating a 9-1-1 call on the system to directly access 9-1-1 without an additional code, digit, prefix, postfix, or trunk-access code.

A business owner or operator that provides residential or business facilities utilizing a telephone system or equivalent system, shall configure the telephone or equivalent system to provide a notification to a central location on the site of the residential or business facility when a person within the residential or business facility dials 9-1-1, provided that the business owner or operator's system is able to be configured to provide such notification without an improvement to the

system's hardware. The requirement of this paragraph does not require a business owner or operator to have a person available at the central location to receive such notification.

Disclaimer for Trunking Services

You may purchase certain Services that exclude Trunking Services. "**Trunking Services**" are services providing telecommunications connectivity, SIP trunking, PSTN access, external VoIP network connectivity, or other underlying carrier services. If You obtain Trunking Services from a third-party, then You are solely responsible for procuring, configuring, and maintaining those third-party Trunking Services and related network infrastructure necessary to originate or terminate calls over the PSTN or any IP-based voice network. Sangoma has no obligation to supply, support, or maintain any such services. **Services that exclude Trunking Services do not support access to emergency services (e.g., 911, E911, or equivalent local emergency numbers) via Sangoma.** You acknowledge and agree that if Sangoma is not your Trunking Services provider, Sangoma has no responsibility or liability for the routing, handling, or completion or any emergency calls or for the availability of emergency services. You shall indemnity and defend Sangoma and its affiliates from any claims, damages, or liabilities (including attorneys fees and costs) arising out of or related to: (a) any attempt to access emergency services through the Services, if Sangoma is not providing Trunking Services; or (b) any failure of Trunking Services that You obtained through a third-party.

15. Confidentiality

15.1 Confidential Information means: (a) Any non-public technical or business information of a Party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally, is identified as "Confidential" at the time of disclosure, and is summarized in a writing sent by the disclosing Party to the receiving Party within thirty (30) days of any such disclosure.

15.2 The obligations regarding "Confidential Information" shall not apply to any information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving Party; (b) the receiving Party can demonstrate by written evidence was rightfully in the receiving Party's possession at the time of disclosure, without an obligation of confidentiality; (c) is independently developed by the receiving Party without use of or access to the disclosing Party's Confidential Information; (d) the receiving Party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure; or (e) the receiving Party is required to disclose pursuant to applicable law or a court order issued by a court of competent jurisdiction.

15.3 Each Party will at all times, both during the term of this Agreement and for a period of five (5) years after its termination, maintain in confidence all Confidential Information of the other Party and will not use such Confidential Information except as expressly permitted herein.

15.4 Each Party will take all reasonable measures to maintain the confidentiality of such Confidential Information, but not less than the measures it uses for its Confidential Information of similar importance.

15.5 Each Party will limit the disclosure of such Confidential Information to those of its employees and contractors with a bona fide need to access such Confidential Information for a Party's exercise of its rights and obligations under this Agreement; provided that all such employees and contractors are subject to binding use and disclosure restrictions at least as protective as those set forth herein.

16. Indemnification

16.1 Customer shall indemnify, defend and hold harmless Sangoma from and against any and all loss, claim, liability, damage, cost or expense (including, without limitation, court costs and reasonable attorneys' fees) arising in connection with the receipt and use of the Services or in any way related to Customer's performance under this Agreement, including, but in no way limited to, a breach by Customer of its representations and warranties, except those losses, claims, liabilities, damages, costs or expenses arising out of the willful misconduct of Sangoma, its employees, agents or other representatives.

17. Miscellaneous

17.1 Customer acknowledges that this Agreement is not intended to transfer ownership of any intellectual property. Sangoma shall continue to own and retain all of its intellectual property, including, but in no way limited to, patents, inventions, trade secrets, trademarks, service marks, trade names, logos, designations, copyrights and other proprietary rights, and Customer agrees that it will not at any time during or after the term of this Agreement, assert or claim any interest in or do anything that may adversely affect the validity of any trademark, service mark, trade name, logo, designation or copyright belonging to or licensed to the Sangoma (including, without limitation, any act or failure to act which may infringe or lead to the infringement of any of the proprietary rights.)

17.2 If Sangoma's performance of any obligation under this Agreement is prevented, restricted or interfered with by causes outside of Sangoma's control such as acts of God, explosions, vandalism, cable cuts, storms, fires, floods or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, pandemic, quarantine, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then Sangoma shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference.

17.3 All notices required or permitted to be given hereunder shall be in writing (including electronic or regular mail) and deemed given: (a) when personally delivered; (b) one (1) day after delivered to an overnight courier guarantying next day delivery; (c) three (3) days after deposited

in the United States mail, postage prepaid, sent certified or registered; or (d) the date the upon which the electronic mail was sent. All notices shall be addressed to the parties at the addresses designated in writing by the applicable party. Legal notices to Sangoma must be sent to Sangoma US Inc. ATTN: Legal Department, 301 N. Cattlemen Road, Suite 300, Sarasota, FL 34232, with a copy to legal@sangoma.com. Legal notices to Customer shall be sent to Customer's billing address.

17.4 SANGOMA SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT. ANY SANGOMA LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO SANGOMA UNDER THIS AGREEMENT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

17.5 This Agreement shall be governed by the laws of the United States and, to the extent no federal law applies, the laws of the State of Florida, USA, and by the dispute resolution procedures specified in Section 17.7 of this Agreement. All disputes arising out of or related to this Agreement are subject to the exclusive jurisdiction of the state or federal courts in Sarasota County, Florida. The United Nations Convention on International Sale of Goods, the application of which is expressly excluded, does not govern this Agreement.

17.6 If a proceeding is brought for the enforcement of this Agreement by Sangoma relating to the collection of any amounts owed hereunder, Sangoma shall be entitled to recover reasonable attorneys' fees and other costs and expenses incurred in such action or proceeding.

17.7 SANGOMA AND COMPANY HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY AND CONSENT TO A BENCH TRIAL. IF THERE IS A DISPUTE, SANGOMA AND COMPANY AGREE THAT PRIOR TO FILING ANY LEGAL ACTION AGAINST THE OTHER PARTY THEY SHALL MAKE GOOD FAITH EFFORTS TO RESOLVE ANY DISPUTE BY DIRECT COMMUNICATION BETWEEN REPRESENTATIVES OF EACH PARTY WHO ARE AUTHORIZED TO RESOLVE THE DISPUTE PRIOR. 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. THE PARTY WITH THE DISPUTE MUST PROVIDE WRITTEN NOTICE TO THE OTHER PARTY WITH 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. THIS WRITTEN NOTICE MUST BE PROVIDED IN ADVANCE OF THE DISPUTE RESOLUTION

DISCUSSION BETWEEN THE PARTIES REFERENCED ABOVE. THE PARTIES AGREE NOT TO RESORT TO LEGAL ACTION, OTHER THAN INJUNCTIONS, EITHER PRIOR TO OR DURING THE FOURTEEN-DAY DISPUTE RESOLUTION PERIOD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ACTUAL DAMAGES AWARDED BY A COURT EXCEED THE AMOUNT SET FORTH IN SECTION 17.4 OF THIS AGREEMENT. ALL PROCEEDINGS MUST BE CONDUCTED IN ENGLISH.

17.8 Sangoma collects, redistributes, and uses personally identifiable information and Customer Network Proprietary Information as detailed in the Privacy Policy and the CPNI Policy. Customer represents and warrants that it has obtained all required rights, permissions, and consents from any end-user, or other party permitted to utilize the Sangoma Service, including, without limitation, any notice required by law, regarding the processing, interception, recording, or use of Customer data, personal identifiable information (PII).

17.9 Customer may unsubscribe from marketing communications sent by Sangoma at any time by clicking the unsubscribe button at the bottom of any marketing e-mail or un- subscribing by logging into Customer's user account, going to manage e-mail subscriptions, and changing the settings as Customer wishes.

17.10 If any provision of this Agreement is unenforceable under applicable law, that provision is automatically severed and the remaining provisions of this Agreement will be unimpaired and remain in full force and effect.

17.11 No failure of delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof; nor will any single or partial exercise of or failure to exercise any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy provided herein or at law or in equity. Except as expressly provided herein, no remedy specified in this Agreement is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and in addition to every other right or remedy provided herein or available at law or in equity.

17.12 Customer may not assign this Agreement, in whole or in part, including without limitation by operation of law, without Sangoma's prior written consent. Any attempt to assign this Agreement without such consent will be null and void. Sangoma may assign this Agreement without Customer's consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

17.13 This Agreement constitutes the entire understanding and agreement between the Parties related to the subject matter hereof and shall supersede and/or replace any and all prior or contemporaneous oral and written communications including but not limited to the terms of any purchase orders with conflicting or supplementary language.

17.14 The terms and conditions contained in this Agreement that are explicitly listed as surviving the termination of this Agreement shall so survive.

17.15 This Agreement is subject to change by Sangoma without prior written notice at any time, in Sangoma's sole discretion. The latest version of this Agreement will be posted on the Policy Page. Customer's continued actions as authorized or contemplated by this Agreement after a posted change of this Agreement will constitute Customer's acceptance of and agreement to such changes.

17.16 Both Parties have had sufficient time to consult their counsel (if desired) and both Parties understand and agree to all of the terms contained herein, so this Agreement shall be fairly interpreted in accordance with its terms without any presumption or strict construction in favor or, or against, either Party arising from the identity of the drafter.

17.17 This Agreement may be executed electronically, in counterparts, or facsimile copies, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

17.18 Sangoma reserves the right to modify, substitute, wind-down, sunset, suspend, and/or discontinue temporarily or permanently ("**End-of-Life**") Sangoma Services and/or Sangoma Equipment from time to time at its sole discretion. Customer agrees that Sangoma will not be liable to it or any third party for any End-of-Life action concerning Sangoma Services and/or Sangoma Equipment, although Sangoma may, in its sole discretion, provide a credit, refund, discount, or another form of consideration. Sangoma may provide advance notice of any End-of-Life change if reasonably practicable or otherwise promptly thereafter. Notice may be provided in any manner designed to provide information to Customer, including posted to Sangoma's website, sent via email, or included as a message on your recurring invoice from Sangoma. Upon providing notification, Customer agree to reasonably work with Sangoma to facilitate End-of-Life modifications impacting the Sangoma Services and/or Sangoma Equipment. If Customer fails to comply with Sangoma's reasonable End-of-Life requirements, Sangoma reserves the right to suspend or terminate Sangoma Services.

Schedule 1

PBXact Cloud and SIPStation Specific Terms

These PBXact Cloud and SIPStation Specific Terms ("**PBXact Cloud Terms**") supplement the Cloud Terms of Service which is fully incorporated by reference within these PBXact Cloud Terms. Capitalized terms not elsewhere defined in these PBXact Cloud Terms will have the meaning ascribed to them in the Cloud Terms of Service.

1. Provision of Services

1.1 **Service Activation Date**. All PBXact Cloud and SIPStation services are activated within a few minutes usually of ordering service with the exception of number ports, which usually take 2-4 weeks as detailed in Section 7.1 of the Cloud Terms of Service.

1.2 **Service Commencement Date**. The Service Commencement Date for PBXact Cloud and SIPStation will be the date when the voice components are delivered and confirmed by Sangoma via email. The Service Commencement Date will be the first date of billing for the PBXact Cloud and SIPStation Service.

1.3 Information on ordering and cancelling SIPStation can be found at https://sangomakb.atlassian.net/wiki/spaces/SAF/pages/16056474/Ordering+or+Canceling+Service.

1.4 Information on ordering and cancelling PBXact Cloud can be found at https://sangomakb.atlassian.net/wiki/spaces/PP/pages/13271248/PBXact+Cloud+Store+and+Service+Management.

1.5 Sangoma supports SIPStation and PBXact Cloud as described at https://sangomakb.atlassian.net/wiki/spaces/SS/pages/30605351/Cloud+Services+Support. Customer is required to follow the process set out at the foregoing link in order to receive support for the services.

1.6 PBXact will route between a Customer's phone and their PBXact Cloud system.

1.7 SIPStation will route between a Customer's PBX and either the PSTN or another IP address with Sangoma delivering traffic to Customer's PBX via an IP connection using SIP. Each SIPStation account is allowed to only have one PBX connected to the account. Each SIPStation trunk enables a single concurrent call but can be oversubscribed with multiple Numbers accessible via a single SIPStation trunk. If purchased by Customer, SIPStation trunks also may include Basic 911 Services, 411, Operator and Directory Assistance, inbound caller id, caller location and/or white page listing. SIPStation does not include any Class 5 Features. SIPStation will not provide any of the following call types: 976, 900, or 1010xxx.

1.8 Free Trials are for 20 days or 100 minutes (whichever comes first) and are available in the lower 48 U.S. states and Canada (except for the territories) for first time SIPStation users. For

more information see https://wiki.freepbx.org/display/ST/Free+Trial+Setup. Free Trial service is for evaluation and not for production usage. While in Free Trial mode Customer's total minute usage is limited but adequate to thoroughly test the phone service and will be configured with the indicated number of call paths (trunks) as displayed in Customer's SIPStation module or in the store account. Many of the features are disabled during the trial period such as metered toll free and international service, failover services and others. The Free Trial account is NOT FOR production usage, it is for evaluation and has thus been limited to that purpose. If and when Customer converts a Free Trial account into a standard SIPStation account, all available features will become immediately accessible.

2. Term and Termination

2.1 **Commitments.** SIPStation and PBXact Cloud are typically offered on the following term commitments: (1) on a month to month commitment; (2) on a twelve (12) month commitment; and (3) on a thirty six (36) month commitment. Customer can cancel month to month SIPStation and PBXact Cloud at any time. However, all billing is for the complete month so no partial refund for SIPStation or PBXact Cloud cancelled part way through a billing cycle will be issued. Customer may cancel SIPStation or PBXact Cloud purchased under a twelve (12) month or thirty six (36) month contract; however, Customer will still be responsible for paying the balance owed on the twelve (12) month or thirty six (36) month contract as detailed in Section 2.4 of these PBXact Cloud Terms.

2.2 **Termination without Cause**. Sangoma may terminate any and all PBXact Cloud or SIPStation Services, at any time, for any reason, upon sixty (60) days' notice to Customer.

2.3 **Termination for Cause**. Either party may terminate PBXact Cloud or SIPStation Services for cause due to a breach of these PBXact Cloud Terms or the Cloud Terms of Service, provided that the party wishing to terminate first provides written notice to the other party, specifying the alleged cause for termination. The breaching party shall then have a period of thirty (30) days from receipt of this notice to correct the situation. "**Cause**" is defined as (i) the failure of Customer to pay any amounts for PBXact Cloud or SIPStation Services that are not disputed in good faith as detailed in Section 7.5 of these PBXact Cloud Terms, (ii) Any material failure by a party to comply with or to perform any material nonpayment provision or condition of this Agreement and the continuance of such failure for a period of thirty (30) days after notice thereof to such party; or (iii) A party becomes insolvent, is unable to pay its debts when such debts become due, or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated.

2.4 **Effect of Termination.** If Sangoma terminates all or any PBXact Cloud services or SIPStation services for Cause or if Customer terminates all or any PBXact Cloud services or SIPStation services without cause, Customer shall be responsible for the full remaining balance of

all amounts owed for the remaining Term of the terminated portion of the PBXact Cloud or SIPStation services, including, without limitation, payments for terminated PBXact Cloud or SIPStation services, the balances of which shall be accelerated and due to Sangoma in full within thirty (30) days of said termination. If Sangoma elects to terminate other than for Cause (as prescribed above), then Customer shall be responsible for paying all amounts owed for PBXact Cloud or SIPStation services up and until the date of termination but shall not incur any termination liability.

2.5 **Not a Penalty.** Customer agrees that actual damages incurred from termination by Sangoma for cause or an improper termination by Customer will be difficult or impossible to ascertain and that the amounts due as set forth in this section are intended, therefore, to establish liquidated damages and not intended as a penalty.

2.6 **Customer's Right to Cancel PBXact Cloud.** If Customer is unsatisfied with PBXact Cloud functionality within 30 days of purchase, then Customer may terminate its PBXact Cloud contract early, without termination liability, by notifying Sangoma in writing within 30 days of purchase regarding its desire to terminate its PBXact Cloud contract. *For example, if Customer purchases PBXact Cloud under a 36-month contract, and is not satisfied with its functionality, and on day 25 of that term notifies Sangoma of its desire to terminate that contract, then that contract will be terminated without termination liability.*

3. Use of Services

3.1 SIPStation and PBXact Customers only may utilize two-way Numbers and/or Toll-Free Numbers provided by Sangoma (or ported to Sangoma) in connection with the SIPStation or PBXact Service.

3.2 SIPStation and PBXact services are based on RFC 3261— "SIP-Session Initiation Protocol" and Sangoma requires SIPStation Customers to conform to this standard. If Sangoma determines that a SIPStation Customer is in violation of RFC 3261 and this violation prevents Sangoma from accurately rating or billing Customer's calls, Sangoma reserves the right to Customer based on their estimated usage and rates, as determined in Sangoma's sole discretion. SIPStation and PBXact Cloud issues determined, in Sangoma's sole discretion, as resulting from Customer equipment not conforming to this standard will require Customer to bring their equipment into conformance before further troubleshooting can commence. No service credits will be provided for customer equipment not being interoperable with the RFC. 3261-SIP Session Initial protocol standard.

3.3 In addition to any other restrictions or limitations included in the Cloud Terms of Service or these PBXact Cloud Terms, use of SIPStation and PBXact Cloud are subject to the following restrictions:

3.3.1 **No Use with LCR:** Customer may not use the PBXact Cloud or SIPStation Service with (or in connection with) a least cost router (or "**LCR**"), which Sangoma will determine, in its

reasonable discretion, based upon analysis of Customer's traffic patterns in the ordinary course of business.

3.3.2 **Toll Free:** If Customer utilizes Toll Free Numbers in connection with the PBXact Cloud or SIPStation Service, such toll-free service is an inbound-only service and does not provide any outbound calling, including, without limitation, with respect to such Toll-Free Numbers. Customer is strictly prohibited from using (or reconfiguring to support such use) any toll-free service or any Toll-Free Numbers in connection with the PBXact Cloud or SIPStation Service) in connection with any outbound calls or any Improper Calls. Sangoma may take immediate action to prevent Improper Calls from taking place, including without limitation, denying any PBXact Cloud or SIPStation Service to specific ANIs and/or terminating these PBXact Cloud Terms and/or the PBXact Cloud or SIPStation Service.

3.3.3 If using "High Capacity" Voice SIPStation or Trunk+ User PBXact, the following restrictions and limitations also apply:

Standard Business Use: The PBXact Cloud and SIPStation Service is provided for Standard Business Use for a single company only. Sangoma reserves the right to ensure that Customer's use of the PBXact Cloud and SIPStation Service is consistent with Standard Business Use and otherwise complies with these PBXact Cloud Terms. If Sangoma determines that Customer is not using the PBXact Cloud and SIPStation Service for Standard Business Use for a single company, Sangoma may, in addition to all other rights and remedies pursuant to these PBXact Cloud Terms, notify Customer and allow Customer the opportunity to cure any such use within two (2) calendar days. Customer may cure by stopping any such use, buying more trunks in order to comply with Standard Business Use, or change Customer's use of the PBXact Cloud or SIPStation Service in any other way that is consistent with Standard Business Use. Additionally, Sangoma reserves the right to in any combination (i) immediately terminate the PBXact Cloud or SIPStation Service, (ii) charge a minimum inappropriate use fee of $500.00 and/or charge $0.05 per minute for all calls made during such periods of prohibited use (plus applicable toll free and international charges), whichever is higher, to Customer's payment method of record, and (iii) all applicable termination fees described in these PBXact Cloud Terms.

Inbound & Outbound Minute Thresholds: Each High-Volume SIPStation trunk has a softcap of 3,000 combined inbound and outbound minutes for US Lower 48, Hawaii and most of Canada (excluding metered international and toll-free calling) in any calendar month (or billing cycle, if applicable). If You purchase 10 High Volume SIPStation trunks Your softcap would be 30,000 minutes during any billing cycle that You maintain those 10 SIPStation trunks in Your account. Inbound & Outbound Minute Thresholds: Each Trunk+ User includes a Call Path Trunk that has 4,500 combined inbound and outbound minutes for US Lower 48, Hawaii and most of Canada (excluding metered international and toll-free calling) in any calendar month (or billing cycle, if applicable). If Customer purchased 10 Trunk+ Users, Your minutes limit would be 45,000 minutes during any billing cycle for the full PBXact Cloud system to use.

Calls to other North American International numbers such as but not limited to US Virgin Islands and Yukon Canada are not included as part of the High Capacity Voice SIPStation/Trunk+ User PBXact and are charged on a per minute usage as outlined in the International Rate Deck as found at the Policy Page, which is incorporated by reference.

Not for Wholesale: The SIPStation High Volume trunking service is not to be used with any type of Softswitch or Call Router with the intention of feeding phone service from a service provider to their customers using their own Softswitch or Call Router in a wholesale/resale environment. This service is to be registered to a single PBX direct that belongs to a Customer for their own internal use only. Customer may not use any SIPStation Service for purchasing and porting the numbers out to another service provider. Sangoma may determine, in its reasonable discretion, if SIPStation is being purchased or used in violation of this provision, based upon analysis of Customer's traffic, purchase and cancellation patterns in the ordinary course of business and may terminate SIPStation Service. In addition to all other remedies listed in these PBXact Cloud Terms, Sangoma has the right to assess a Port Out fee of up to $50.00 per phone number that is being ported out of an account that Sangoma has reasonably determined is being used for the resale of phone numbers.

3.3.4 If using "Metered" Voice Service, the following restrictions and limitations also apply:

Top up Accounts: All metered services require Customer to pre-pay a minimum of $25.00 but Customer can request that dollar amount be higher. As Metered Services are used such as Toll Free, International or any other items defined in Section 8 (Metered or Additional Charges.) Once Customer's balance is less than $5.00 the system will auto charge Customer's credit card the Top Up amount by default of no less than $25.00 or any higher amount that Customer requests. The Top Up service will only charge Customer's account once every 24 hours. If Customer will be using more than $25.00 per day in metered services Customer will need to instruct Sangoma to increase that Top Up amount. Once Customer's balance falls to $0.00 no Metered Services will be allowed and will be blocked.

Each SIPStation account may only have one PBX connected to the account. Each SIPStation trunk enables a single concurrent call but can be oversubscribed with multiple Numbers accessible via a single trunk. If purchased by Customer, trunks also may include Basic 911 Services, 411, Operator and Directory Assistance, inbound caller id, caller location and/or white page listing.

Call Rating: Calls will be rated as local if the call terminates within the LCA associated with the call's originating ANI, which must be a 911 Enabled two-way Number. All calls terminating outside a Subscriber's LCA will be rated as either intrastate, interstate or international long distance. Sangoma will distinguish interstate versus intrastate versus international long distance based on the originating ANI and terminating ANI provided in the call signaling. Sangoma utilizes the value in the 'FROM' field in the SIP header as the originating ANI for establishing the jurisdiction of the call (i.e., interstate versus intrastate versus international). However, if a value is present in any of the SIP header fields used for caller id (e.g. Remote party ID, P-Assert-Identity), Sangoma may use this in lieu of the "FROM" field as the originating ANI to determine the

jurisdiction of a call. If Sangoma cannot accurately rate a call due to an invalid or omitted originating ANI, and its rating jurisdiction is not international, Sangoma will default to rating the call as intrastate. Sangoma will determine the originating or terminating carrier by evaluating the terminating ANI down to the NPA-NXX-X level. Customer must maintain the originating ANI for all outbound calls and abstain from any ANI manipulation in the call signaling.

Local Call Rating Exclusion: Rating outbound calls as local only applies to calls that utilize Two-way Numbers as the originating ANI. Termination of calls from telephone numbers not provided by Sangoma (or ported to Sangoma) will be rated as either interstate or intrastate long distance. Sangoma will distinguish interstate versus intrastate long distance based on the originating ANI and terminating ANI provided in the call signaling. If Sangoma cannot accurately rate a call due to an invalid or omitted originating ANI, and its rating jurisdiction is not international, Sangoma will default to rating the call as intrastate.

4. Number Porting

4.1 Information on porting a number to and from SIPStation can be found at the following link: https://sangomakb.atlassian.net/wiki/spaces/SAF/pages/15761523/Number+Porting

5. Storage and Backups

5.1 Sangoma backs-up nightly each PBXact Cloud instance for disaster recovery purposes. Sangoma makes no warranty that the data will be complete. The backup process is not for purposes such as, but not limited to, recovering a voice mail message deleted by an end user on a specific date. Backups shall not be provided to Customer. Backups are for Sangoma's use in restoring Customer's PBXact Cloud instance.

6. UCaaS Bundled Service

6.1 Sangoma, in its sole discretion, on a limited basis, may allow Customer to access additional features, functionality, and quantity for UCaaS Bundled Service (the "**Trial Period**"). Sangoma may terminate the Trial Period at any time and without notice to Customer. UCaaS Bundled Service may include Smart Office, SDWAN, Security Products, or as further defined on a Customer Quote. UCaaS Bundled Service is offered as a Service package. Should any portion of the UCaaS Bundled Service be terminated prior to the elected Term, any pricing discount shall be immediately removed and the current list price for each Service element may apply. If any Service is terminated early, additional termination liability as further defined herein shall also apply.

7. Billing and Payment

7.1 The monthly recurring charge(s) ("**MRC**") and any non-recurring charge(s) ("**NRC**") applicable to use of the PBXact Cloud and SIPStation Services, as well as any other charge(s) applicable to use of the Service, will be as stated in these PBXCloud Terms. All applicable federal, state or local taxes and all use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees, miscellaneous fees, and surcharges, whether charged to or against

Sangoma, will be payable by Customer, including, without limitation, any cost Administrative and Regulatory Recovery Fee ("**ARRF**")which will represent an accurate and non-inflated recovery of Sangoma's, or any underlying provider's, miscellaneous tax, surcharge, and fee payments to federal, state or local governmental authorities associated with the provision of the SIPStation and PBXact Cloud by Sangoma to Customer. Sangoma retains the right to invoice Customer for costs incurred by Sangoma from time to time related to Sangoma's compliance with court orders and other actions of governmental agencies or entities, including, without limitation, subpoenas duces tecum (and similar subpoenas), related to telephone numbers and other information related to or associated with Customer or Customer's customers and/or end users. At its sole discretion, Sangoma may require a security deposit to continue providing PBXact Cloud and SIPStation Service should Customer's credit profile yield insufficient credit. Additionally, at its sole discretion, Sangoma reserves the right to demand immediate payment by wire and block Customer's voice traffic should Sangoma determine Customer's usage exceeds their approved level of credit. Except as otherwise provided in these PBXact Cloud Terms, Sangoma will not increase any MRCs and/or NRCs during the Initial PBXact Cloud or SIPStation Service Term; thereafter Sangoma may increase MRCs and/or NRCs upon at least thirty (30) days written notice. All MRCs, NRCs, rates and/or other charges are subject to change immediately if there are mandated surcharges or taxes imposed by federal, state or governmental agency.

7.2 Sangoma will bill Customer for the PBXact Cloud and SIPStation Service as provided in these PBXact Cloud Terms. Invoices will include all applicable federal, state, and local taxes. All such taxes, and all use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees, miscellaneous fees, and surcharges, whether charged to or against Sangoma., which will be payable by Customer. However, if Customer provides proof of its specific tax-exempt status, Sangoma will not charge applicable taxes due to such exemption. Customer will supply Sangoma a valid and properly executed tax exemption certificate(s). In such cases Customer remains responsible for, and agrees to pay, any and all remaining non-exempt charges; tax exemption status validation is solely the responsibility of Customer and Sangoma will not be obligated to consider any retroactive tax exemption.

7.3 Sangoma will commence billing for the Monthly Recurring Charges and usage of the Service on the Service Commencement Date. Payments are due on the invoice date and auto drafted from Your Credit Card. If Your Credit Card fails to allow the charge amount After (2) days of non-payment, all fees will accrue interest at a rate of one and one-half percent (1.5%) per month or any part thereof, or the highest rate allowed by applicable law, and customer will pay all collection costs incurred by Sangoma (including, without limitation, reasonable attorney's fees) and customer at Sangoma sole decision may terminate or suspend all services. If Sangoma terminates the Service, then all unbilled or uncollected fees will apply. Sangoma retains the right to bill, including any amended or corrected billing, for the Service(s) for a period of up to twelve (12) months, commencing from the date the billed Service(s) were provided to Customer. Sangoma will retain such billing rights for this twelve (12) month period notwithstanding any prior billing

to Customer for the same period(s) and regardless of any otherwise conflicting billing conditions in these PBXact Cloud Terms. Customer agrees that for the duration of this twelve (12) month period, Sangoma will not be deemed to have waived any rights with regard to billing for the provided Service(s) that are subject to this period, nor will any legal or equitable doctrines apply, including estoppel or laches.

7.4 If Customer requests that Service be restored after a suspension or termination, Sangoma has the sole and absolute discretion to restore such Service and may condition restoration upon satisfaction of such conditions as Sangoma determines is necessary for its protection, including requiring Customer to execute a new agreement, pay all past due statements in full, pass Sangoma's credit approval, and/or make advance payments. New NRCs also may apply to restore Service.

7.5 If Customer disputes any invoiced charges, Customer must submit written notification on or before the applicable due date by opening a support ticket as outlined at https://sangomakb.atlassian.net/wiki/spaces/SP/pages/27427065/How+To+Open+A+Support+Ticket, with "Notice of Billing Dispute" in the subject line of the ticket with respect to any disputed charges. Customer must include the following in the notice: (1) complete contact information, (2) the specific dollar amount in dispute, (3) detailed supporting reasons for the dispute, and (4) any supporting documentation, if available. Disputes must be made in good faith. The parties will work together in good faith to investigate any disputed charges and use commercially reasonable efforts to resolve any payment dispute within thirty (30) calendar days after receipt of such a "Notice of Billing Dispute" from Customer. Any dispute resolved in favor of Customer will be credited to Customer's next invoice(s); any disputed amounts resolved in favor of Sangoma will be due and payable by Customer immediately if not paid already. Sangoma reserves the right to deny any and all matters described in any "Notice of Billing Dispute" (or delay Sangoma's determination of the validity of any matters described in any "Notice of Billing Dispute") if Customer's account is in arrears or otherwise not in good standing in accordance with Sangoma's customary practices and policies or the Cloud Terms of Service.

8. SIPStation and PBXact Cloud Metered and Additional Charges

Call Duration Thresholds: All per minute rates (Interstate LD, Intrastate LD, Local if applicable, 800 Domestic) assume at least 95% of calls terminating will be of a call duration of no less than six (6) seconds in length. If 5% or more of Customer's completed calls are equal to or less than six (6) seconds in length during any billing cycle, then Sangoma reserves the right to charge, and Customer will pay a charge per short duration call as detailed in the Services rates sections below. This charge will be in addition to Customer's current rates.

International Rates: If no rate schedule is attached, international rates are available in the International Rate Deck at the Policy Page. International per minute rates are subject to change. Sangoma reserves the right to block all or a number of high costs, and international routes.

Alaska Long Distance Rates: Outbound interstate calls terminating to Alaska will be billed as per the International Rate Deck.

Hawaii Long Distance Rates: Outbound interstate calls terminating to Hawaii will be billed as per the International Rate Deck.

800/Toll Free Domestic Rates: Domestic inbound calls to Toll Free Numbers are billed at the quoted flat, per-minute rate or rate schedule that You agreed to at signup and can be found in these PBXact Cloud Terms.

800/Toll Free Offshore Rates: Inbound calls to Toll Free Numbers are rated at the quoted flat per minute rate or rate schedule from the US lower 48 states. Inbound calls to a Toll-Free number from non US Lower 48 states will be charged at a higher rate as outlined below. The per-minute rates for these locations are subject to change every 15 days and updates will be posted in a revised Cloud Terms of Service, which may be viewed at the Policy Page.

Directory Assistance and Operator-Assisted Dialing: The Service may provide Operator and Directory Assistance. Specific per call rate as defined in these PBXact Cloud Terms and the International Rate Deck at the Policy Page will apply.

LNP Charges: A per Phone Number charge as defined per our service rates at the Policy Page will be charged for each phone number You request us to port. This charge is placed on Your account regardless if You cancel the port request after submitting it. For cancelled LNP requests within 48 hours of FOC, a non-recurring charge of $75 per Number will be charged. Once a port has been completed You can initiate a port out of any number at any time to any carrier.

Payphone Surcharges: If Customer's Toll-Free Number(s) receives any inbound calls originating from a Payphone, those calls will be subject to a charge per call. The charges are based on regulated FCC Payphone Compensation rules. These regulatory charges will be passed through directly to Customer at the Services rates detailed below.

Billing Increments. Billing increments, if applicable, are set forth below

Terminating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
US Domestic	6	6
International (excluding Mexico)	30	6
Mexico	60	60

9. SIPStation and PBXact Service Rates

9.1 SIPStation Service Rates

High Volume Voice Trunks - Each trunk provides a single outbound or inbound call path for calling as defined in the SIPStation Terms of Service. Each High-Volume trunk cost is $24.99 on a month to month basis and includes e911 for Your Master DID on Your account. Service plans for 12 months and 36 months are also available.

Concurrency Bursting Options - Each account that is enabled for bursting mode can exceed the concurrency limits as defined above on a per minute basis as outlined below. For sake of clarity if You purchased 5 High Volume Voice Trunks You would have the ability to make or receive up to 5 combined calls at a time. If You want to make or receive additional calls You can enable Concurrency Bursting as outlined below and pay a per minute charge for each call above the Concurrency limit as outlined below.

Inbound/outbound calls, Lower 48 states, Hawaii and Canada: $0.015 per minute

Softcap Bursting Option - Each account that is enabled for Softcap Bursting the user can exceed the softcap limit as defined in the SIPStation Terms of Service which by default is 3000 minutes per High Volume trunk and pay on a per minute basis for any calls that exceed the softcap during Your billing cycle as defined below.

Inbound/outbound calls, Lower 48 states, Hawaii and Canada: $0.015 per minute

US Based DIDs for High Volume Trunks - Each US DID costs $1.00 per month

Additional e911 Locations - Each account comes with e911 on Your Master DID built into the cost of Your first High Volume Voice trunk. Each additional e911 location that You would like to register with us carries a $1.95 per month charge.

Toll Free Rates

$1.50 Per Month per Toll Free Number.

$0.024 a minute for all inbound calls unless defined below in the 800/Toll Free Offshore Rates differently.

800/Toll Free Offshore Rates: Inbound calls to Toll Free Numbers are rated at the quoted flat per minute rate or rate schedule with the exception of calls originating from the following locations:

Alaska $0.55	CNMI $0.40	Hawaii $0.10	USVI $0.28
Canada $0.15	Guam $0.25	Puerto Rico $0.28	

411/Information/Directory Calling - $1.75 per call.

Per Call Short Duration Charge: If 5% or more of Customer's completed calls are equal to or less than six (6) seconds in length during any billing cycle, then a per call charge of $0.05 a call may be charged for each call 6 seconds or less.

Payphone Surcharges: FCC Fee for any Calls on a Toll-Free Number from a Payphone will incur a $0.75 per call charge.

Number Porting Charges: Each Phone Number You request to be ported to us will carry a $10.00 per number charge regardless if You cancel the port request up to 48 hours before the scheduled port date. If You cancel a port request within 48 hours of the port date a $75.00 per number charge will be imposed and collected before we can cancel the port. Any number ported away from SIPStation can be charged up to $5.00 per number and any number that has been held in the account for less than 30 days can be charged up to $50 per number.

Service Reinstatement Fee: If Your account is suspended for non-payment of recurring charges a Service Reinstatement Fee may be charged up to $200.00 at our discretion.

Rejected Credit Card/Unpaid Check: $40.00 (or legal limit);

Outbound T.38 Faxing: Outbound T.38 faxing is charged at a $0.024 a minute for calls placed in the US.

Inbound or Outbound SMS: Each Outbound SMS will incur a $0.01 per SMS charge to Your account. Inbound SMS incur no charge.

International Calling: Charged on a per minute rate as outlined below for each rate center. The current International Rate deck can be found at the Policy Page.

9.2 PBXact Cloud Rates

Trunk+ User - Each Trunk+ User provides a single outbound or inbound call path for calling and a PBX extension as defined in the PBXact Terms. Each Trunk+ User cost is $24.95 per month on a month-to-month basis and includes e911 for Your Master DID on Your account. Service plans for 12 months and 36 months are also available.

User Only – Each User Only provides a single PBX extension as defined in the PBXact Cloud Terms of Service. Each User Only cost is $8.95 per month for month to month, 12 months or 36 months plans.

Equipment Rentals – for Customers that rent Equipment such as, but not limited to, IP-phones from Sangoma under 12 months or 36 months plans, the models and monthly service rates can be found at the PBXact Cloud online store and account management website at https://pbxact.cloud/.

Concurrency Bursting Options – Not supported with PBXact Cloud

Softcap Bursting Option – Not supported with PBXact Cloud

US Based DIDs - Each US DID costs $1.00 per month

Additional e911 Locations - Each account comes with e911 on Your Master DID built into the cost of Your first High Volume Voice trunk. Each additional e911 location that You would like to register with us carries a $1.95 per month charge.

Toll Free Rates

$1.50 Per Month per Toll Free Number.

$0.024 Cents a minute for all inbound calls unless defined below in the 800/Toll Free Offshore Rates differently.

800/Toll Free Offshore Rates: Inbound calls to Toll Free Numbers are rated at the quoted flat per minute rate or rate schedule except for calls originating from the following locations:

Alaska	$0.55	Guam	$0.25	USVI	$0.28
Canada	$0.15	Hawaii	$0.10		
CNMI	$0.40	Puerto Rico	$0.28		

411/Information/Directory Calling - $1.75 per call.

Per Call Short Duration Charge: If 5% or more of Customer's completed calls are equal to or less than six (6) seconds in length during any billing cycle, then a per call charge of $0.05 a call may be charged for each call 6 seconds or less.

Payphone Surcharges: FCC Fee for any Calls on a Toll-Free Number from a Payphone will incur a $0.75 per call charge.

Number Porting Charges: Each Phone Number You request to be ported to us will carry a $10.00 per number charge regardless if You cancel the port request up to 48 hours before the scheduled port date. If You cancel a port request within 48 hours of the port date a $75.00 per number charge will be imposed and collected before we can cancel the port. Any number ported away from SIPStation can be charged up to $5.00 per number and any number that has been held in the account for less than 30 days can be charged up to $50 per number.

Service Reinstatement Fee: If Your account is suspended for non-payment of recurring charges a Service Reinstatement Fee may be charged up to $200.00 at our discretion.

Rejected Credit Card/Unpaid Check: $40.00 (or legal limit);

Outbound T38 Faxing: Not supported with PBXact Cloud.

Inbound or Outbound SMS: Each Outbound SMS will incur a $0.01 per SMS charge to Your account. Inbound SMS incur no charge.

International Calling: Charged on a per minute rate as outlined below for each rate center. The current International Rate deck can be found at the Policy Page. Pricing subject to change every 30 days.

Schedule 2

FAXStation Specific Terms

These FAXStation Specific Terms ("**FAXStation Terms**") supplement the Cloud Terms of Service which is fully incorporated by reference within these FAXStation Terms. Capitalized terms not elsewhere defined in these FAXStation Terms will have the meaning ascribed to them in the Cloud Terms of Service.

1. Provision of Services

1.1 **Service Activation Date.** All FAXStation services are activated within a few minutes usually of ordering service.

1.2 **Service Commencement Date.** The "**Service Commencement Date**" for FAXStation will be the date when the voice components are delivered and confirmed by Sangoma via email. The "Service Commencement Date" will be the first date of billing for the service.

1.3 Information on ordering and removing FAXStation can be found at https://help.sangoma.com/.

1.4 Sangoma supports FAXStation as described at https://sangomakb.atlassian.net/wiki/spaces/SS/pages/30605351/Cloud+Services+Support (also available by searching at https://help.sangoma.com/). Customer is required to follow the process set out at the foregoing link in order to receive support for FAXStation.

2. Term

2.1 Service Term. All FAXStation services are month to month and Customer can cancel service at any time. However, all billing is for the complete month so no partial refund for FAXStation cancelled part way through a billing cycle will be issued.

3. Use of Services

3.1 FAXStation Limitations. In addition to any other restrictions or limitations included in the Cloud Terms of Service or these FAXStation Specific Terms, use of FAXStation is subject to the following restrictions:

3.1.1 If using "High Volume" Fax Service , the following restrictions and limitations also apply: The High Volume Fax Service is a FAXStation service which allows for up to 3,000 pages per month. High Volume or Unlimited Fax Service is provided for a single company only. Sangoma reserves the right to ensure that Customer's use of High Volume Fax Service is consistent with this restriction and otherwise complies with these Terms and Conditions. If Sangoma determines that Customer is not using the High Volume Fax Service for a single company, Sangoma may, in addition to all other rights and remedies pursuant to these Terms and Conditions, notify Customer and allow Customer the opportunity to cure any such use within two (2) calendar days. Customer may cure by stopping any such use, buying more trunks in order to comply, or

change Customer's use of the High Volume Fax Service in any other way that is consistent with these Terms and Conditions.

Additionally, Sangoma reserves the right to in any combination (i) immediately terminate the Service, (ii) charge a minimum inappropriate use fee of $500.00 and/or charge $0.05 per page for all faxes made during such periods of prohibited use (plus applicable toll free and international charges), whichever is higher, to Customer's payment method of record, and (iii) all applicable termination fees described in these Terms and Conditions.

3.1.2 Fax Page Thresholds: Fax Page Thresholds: Each FAXStation "High Capacity" trunk has a softcap of 3,000 combined inbound and outbound fax pages in any calendar month (or billing cycle, if applicable). If You purchase 10 FAXStation "High Capacity " trunks for a single location Your combined softcap would be 30,000 fax pages during any billing cycle that You maintain those 10 trunks in Your account with respect to PBXact and for each SIPStation location with respect to SIPStation. With respect to SIPStation charge of $0.05 per page will be assessed for overages that exceed the combined softcap of all "High Volume" trunks in a single location

3.1.3 If using "150 Page Monthly" Fax Service, the following restrictions and limitations also apply: Exceeding 150 Fax pages per month by more than 20% will incur a $0.05 per page charge for all faxes above the 150 pages per month.

3.1.4 FAXStation Outbound Limitation: Outbound faxes can only be to Lower 48 United States and US Toll Free Numbers. Faxing to Canada, Alaska, Hawaii or other non-Lower US 48 states will not be completed.

4. Billing and Payment

4.1 The monthly recurring charge(s) ("**MRC**") and any non-recurring charge(s) ("**NRC**") applicable to use of the FAXStation Services, as well as any other charge(s) applicable to use of the Service, will be as stated in these FAXStation Terms. All applicable federal, state or local taxes and all use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees, miscellaneous fees, and surcharges, whether charged to or against Sangoma, will be payable by Customer, including, without limitation, any Administrative and Regulatory Recovery Fee ("**ARRF**") which will represent an accurate and non-inflated recovery of Sangoma's, or any underlying provider's, miscellaneous tax, surcharge, and fee payments to federal, state or local governmental authorities associated with the provision of the Service by Sangoma to Customer. Sangoma retains the right to invoice Customer for costs incurred by Sangoma from time to time related to Sangoma's compliance with court orders and other actions of governmental agencies or entities, including, without limitation, subpoenas duces tecum (and similar subpoenas), related to telephone numbers and other information related to or associated with Customer or Customer's customers and/or end users. At its sole discretion, Sangoma may require a security deposit to continue providing Service should Customer's credit profile yield insufficient credit. Additionally, at its sole discretion, Sangoma reserves the right to demand immediate payment by wire and block Customer's voice traffic should Sangoma determine Customer's usage exceeds their approved

level of credit. Except as otherwise provided in these FAXStation Terms, Sangoma will not increase any MRCs and/or NRCs during the Initial Service Term; thereafter Sangoma may increase MRCs and/or NRCs upon at least thirty (30) days written notice. All MRCs, NRCs, rates and/or other charges are subject to change immediately if there are mandated surcharges or taxes imposed by federal, state or governmental agency.

4.2 Sangoma will bill Customer for the Service as provided in these FAXStation Terms. Invoices will include all applicable federal, state, and local taxes. All such taxes, and all use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees, miscellaneous fees, and surcharges, whether charged to or against Sangoma., which will be payable by Customer. However, if Customer provides proof of its specific tax-exempt status, Sangoma will not charge applicable taxes due to such exemption. Customer will supply Sangoma a valid and properly executed tax exemption certificate(s). In such cases Customer remains responsible for, and agrees to pay, any and all remaining non-exempt charges; tax exemption status validation is solely the responsibility of Customer and Sangoma will not be obligated to consider any retroactive tax exemption.

4.3 Sangoma will commence billing for the Monthly Recurring Charges and usage of the Service on the Service Commencement Date. Payments are due on the invoice date and auto drafted from Your Credit Card. If Your Credit Card fails to allow the charge amount After (2) days of non-payment, all fees will accrue interest at a rate of one and one-half percent (1.5%) per month or any part thereof, or the highest rate allowed by applicable law, and customer will pay all collection costs incurred by Sangoma (including, without limitation, reasonable attorney's fees) and customer at Sangoma sole decision may terminate or suspend all services. If Sangoma terminates the Service, then all unbilled or uncollected fees will apply. Sangoma retains the right to bill, including any amended or corrected billing, for the Service(s) for a period of up to twelve (12) months, commencing from the date the billed Service(s) were provided to Customer. Sangoma will retain such billing rights for this twelve (12) month period notwithstanding any prior billing to Customer for the same period(s) and regardless of any otherwise conflicting billing conditions in these Terms and Conditions. Customer agrees that for the duration of this twelve (12) month period, Sangoma will not be deemed to have waived any rights with regard to billing for the provided Service(s) that are subject to this period, nor will any legal or equitable doctrines apply, including estoppel or laches.

4.4 If Customer requests that Service be restored after a suspension or termination, Sangoma has the sole and absolute discretion to restore such Service and may condition restoration upon satisfaction of such conditions as Sangoma determines is necessary for its protection, including requiring Customer to execute a new agreement, pay all past due statements in full, pass Sangoma's credit approval, and/or make advance payments. New NRCs also may apply to restore Service.

4.5 If Customer disputes any invoiced charges, Customer must submit written notification on or before the applicable due date by opening a support ticket as outlined at https://sangomakb.atlassian.net/wiki/spaces/SP/pages/27427065/How+To+Open+A+Support+Ticket, with "Notice of Billing Dispute" in the subject line of the ticket with respect to any disputed charges. Customer must include the following in the notice: (1) complete contact information, (2) the specific dollar amount in dispute, (3) detailed supporting reasons for the dispute, and (4) any supporting documentation, if available. Disputes must be made in good faith. The parties will work together in good faith to investigate any disputed charges and use commercially reasonable efforts to resolve any payment dispute within thirty (30) calendar days after receipt of such a "Notice of Billing Dispute" from Customer. Any dispute resolved in favor of Customer will be credited to Customer's next invoice(s); any disputed amounts resolved in favor of Sangoma will be due and payable by Customer immediately if not paid already. Sangoma reserves the right to deny any and all matters described in any "Notice of Billing Dispute" (or delay Sangoma's determination of the validity of any matters described in any "Notice of Billing Dispute") if Customer's account is in arrears or otherwise not in good standing in accordance with Sangoma's customary practices and policies or the Cloud Terms of Service.

5. FAXStation Service Rates

High Volume Fax Trunks - Each High-Volume Fax trunk provides a single outbound or inbound call path for faxing as defined in the SIPStation Terms of Service. Each High-Volume trunk cost is $24.99 on a month to month basis and typically serves approximately 3000 pages per month.

Low-Volume Fax Trunks – Each Low-Volume Fax trunk provides a single outbound or inbound call path for faxing as defined in the SIPStation Terms of Service. Each Low-Volume Fax trunk cost is $9.95 on a month to month basis and typically serves 150 pages per month.

Concurrency Bursting Options – Not applicable

Softcap Bursting Option - Each account that is enabled for Softcap Bursting the user can exceed the softcap limit as defined in the SIPStation Terms of Service. Overages are charged at $0.05 per page.

US Based DIDs - Each US DID costs $1.00 per month

Additional e911 Locations – E911 not supported on Fax Trunks

Toll Free Rates

$1.50 Per Month per Toll Free Number.

$0.024 Cents a minute for all inbound calls unless defined below in the 800/Toll Free Offshore Rates differently.

800/Toll Free Offshore Rates – not supported

411/Information/Directory Calling – not supported

Per Call Short Duration Charge: If 5% or more of Customer's completed calls are equal to or less than six (6) seconds in length during any billing cycle, then a per call charge of $0.05 a call may be charged for each call 6 seconds or less.

Payphone Surcharges: not applicable

Number Porting Charges: Each Phone Number You request to be ported to us will carry a $10.00 per number charge regardless if You cancel the port request up to 48 hours before the scheduled port date. If You cancel a port request within 48 hours of the port date a $75.00 per number charge will be imposed and collected before we can cancel the port. Any number ported away from SIPStation can be charged up to $5.00 per number and any number that has been held in the account for less than 30 days can be charged up to $50 per number.

Service Reinstatement Fee: If Your account is suspended for non-payment of recurring charges a Service Reinstatement Fee may be charged up to $200.00 at our discretion.

Rejected Credit Card/Unpaid Check: $40.00 (or legal limit)

Outbound T38 Faxing: Not supported.

Inbound or Outbound SMS: Not supported.

International Calling: Not supported.

6. Storage and Backups

6.1 FAXStation User Portal Document Retention: The FAXStation service includes a user portal where incoming fax documents may be viewed, and outgoing fax documents may be sent and viewed. The fax portal allows the retention period to be set on a per trunk and per DID basis for up to a year by any admin user, after which the documents will be deleted. Sangoma will make reasonable efforts to honor these settings but there is no guarantee that the documents will be retained, and You agree that Sangoma will have no liability if the documents are deleted prior or after the retention period that has been set on Your trunks or DIDs. It is the responsibility of Customer to download or make copies of faxes and retain those within their own system if document retention is deemed important to Customer. The default retention period is set at 6 months by Sangoma on account creation. Sangoma may change the default retention period upon prior written notice to Customer. Customer may change the default retention period to 1 day, 1 week, 1 month, 2 months, 3 months, 6 months, or 1 year.

Schedule 3

Switchvox Cloud and Sangoma SIP Trunking Specific Terms

These Switchvox Cloud and SIP Trunking Specific Terms ("**Switchvox Cloud Terms**") supplement the Cloud Terms of Service which is fully incorporated by reference within these Switchvox Cloud Terms. Capitalized terms not elsewhere defined in these Switchvox Cloud Terms will have the meaning ascribed to them in the Cloud Terms of Service.

1. Provision of Services

1.1 **Start of Service.** The Requested Start Date ("**RSD**") for each Service shall be requested by Customer while ordering and set forth on the activation notice. Sangoma will make commercially reasonable efforts to meet the RSDs. The installation interval shall be determined on an individual basis. Sangoma shall make reasonable efforts to provide Services within its Standard Service Installation Interval or by the RSD set forth on the Sales Order. It is understood that failure of Sangoma to deliver by either such date shall not constitute a default under these Switchvox Cloud Terms and Sangoma shall not be liable to pay Customer any penalties or damages stemming from its failure to meet such Standard Service Installation Intervals. If Customer requests to either delay or otherwise replace its confirmed start date, additional charges and fees may apply. Additional charges will also apply if Customer cancels an installation appointment without proper notice or otherwise fails to make proper arrangements for its installation, which results in Sangoma having to reschedule to complete installation.

1.2 Once a Service is online, Sangoma will issue the activation notice to Customer. Prior to issuing the activation notice, Sangoma shall test the Service to verify it works. The activation notice shall not be more than 48 hours from the time that Sangoma has completed testing and the Service is available for use. The date of the activation notice shall be deemed to be the date upon which that Service commenced (the "**Actual Start Date**"). Customer will be billed applicable usage charges beginning on the Actual Start Date, regardless of when Customer actually begins using the Service. Customer shall be able to view the Actual Start Dates for the Services by reviewing the first monthly statement of service supplied at install. If Customer fails to give written notice that the Service is in material non-compliance with the terms of this Agreement within two (2) business days after Sangoma issues the activation notice, Customer shall be deemed to have accepted such Service.

2. Term

2.1 This Section 2 shall survive expiration or Termination of the Agreement. The initial term for each of the Switchvox Cloud Services (inclusive of Switchvox Cloud On-Network Services and Switchvox Cloud Off-Network Services), shall be as set forth in the Sales Order (the "**Initial Term**"). Customer shall receive an activation notice (as defined in Section 1 of these Switchvox Cloud Terms) from Sangoma for each Switchvox Cloud Service. The activation notice shall set forth the date upon which the Initial Term commenced for that Switchvox Cloud Service. This

shall be the same as the Actual Start Date (as defined in Section 1 of these Switchvox Cloud Terms). Upon expiration of the Initial Term of each Switchvox Cloud Service, and any Renewal Term thereof, the Term shall automatically renew for Term equal in length to the Intital Term (the "**Renewal Term(s)**") (collectively, with the Initial Term, the "**Term**"), unless either Sangoma or Customer provides written notice of its intent not to renew Switchvox Cloud Service at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. If, for any reason, the Term for any Switchvox Cloud Services shifts to a month-to-month basis, then the fees for these Switchvox Cloud Services shall be billed on a monthly basis at the then-current monthly rates.

2.2 Notwithstanding the foregoing, Sangoma and Customer shall have the right to terminate Switchvox Cloud Service, as provided herein.

2.2.1 **Termination without Cause.** Sangoma may terminate any and all Switchvox Cloud Services, at any time, for any reason, upon sixty (60) days' notice to Customer. Customer may also terminate all Switchvox Cloud Services as a whole without cause by providing thirty (30)days prior written notice to customersuccess@sangoma.com. In the event of Customer termination prior to the end of Term, all remaining recurring charges that would have become due for the terminated Switchvox Cloud Services through the expiration of the then-current Term or Renewal Term shall immediately accelerate and become due and payable to Sangoma as early termination damages. Such amounts shall be calculated based on the monthly recurring charges in effect at the time of termination multiplied by the number of months remaining in the applicable Term or Renewal Term, together with all accrued and unpaid charges, applicable taxes, fees, and any outstanding equipment or other contractual obligations.

2.2.2 **Termination for Cause.** Either party may terminate Switchvox Cloud Services for cause due to a breach of these Switchvox Cloud Terms or the Cloud Terms of Service, provided that the party wishing to terminate first provides written notice to the other party, specifying the alleged cause for termination. The breaching party shall then have a period of thirty (30) days from receipt of this notice to correct the situation. "**Cause**" is defined as (i) the failure of Customer to pay any amounts for Switchvox Cloud Services that are undisputed (provided any disputes are reasonable and in good faith) and set forth on a Sangoma invoice within seven (7) days after the date of the invoice and this includes failure to pay due to a credit card being declined or insufficient funds in an ACH draft, (ii) Any material failure by a party to comply with or to perform any material nonpayment provision or condition of this Agreement and the continuance of such failure for a period of thirty (30) days after notice thereof to such party; or (iii) A party becomes insolvent, is unable to pay its debts when such debts become due, or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated.

2.2.3 If Sangoma terminates all or any Switchvox Cloud Services for Cause or if Customer terminates all or any Switchvox Cloud Services without cause without having provided

Sangoma notice within the sixty (60) day window referenced above, Customer shall be responsible for the full remaining balance of all amounts owed for the remaining Term of the terminated portion of the Switchvox Cloud Services, including, without limitation, payments for terminated Switchvox Cloud Services, the balances of which shall be accelerated and due to Sangoma in full within thirty (30) days of said termination. If Sangoma elects to terminate other than for Cause (as prescribed above), then Customer shall be responsible for paying all amounts owed for Switchvox Cloud Services up and until the date of termination but shall not incur any termination liability.

2.2.4 Customer agrees that actual damages incurred from termination by Sangoma for cause or an improper termination by Customer will be difficult or impossible to ascertain and that the amounts due as set forth in this section are intended, therefore, to establish liquidated damages and not intended as a penalty.

3. Use of Services

3.1 With regard to Switchvox Metered, services from different rate plans may not be combined. Rate plans differ by the contract time commitment- month to month, 1 year, or 3 year. For purposes of example, assume Customer wishes to order cloud seats on a month to month plan. This means that if Customer wants additional seats, toll free usage, US 48 usage, E911 DID, D-Series phone rentals, Fax, purchased D-Series phones, or DID/E911/Toll Free that these must all be purchased under the month to month plan. Additionally, Customer may not have a Switchvox Metered and a Switchvox Unlimited on the same subscription (i.e. not on the same URL), though Customer may have both on the same account. In order to change between the Unlimited and Metered plans or switch to a different rate plan, Customer must accept a new contract for the contract term and the new service. Usage rates for US48 and Toll Free are different. "**Unlimited**" usage means the combined number of inbound and outbound voice minutes and fax pages but excluding all advertising and informational messages sent directly by Sangoma, as determined in the sole discretion of Sangoma. Customer's Unlimited usage must be comparable to that of the average Sangoma small business customer utilizing such plans. Please see the Acceptable Use Policy for more information.

3.2 The Common Area Phone Extension may only be used with Switchvox Cloud Unlimited, not Switchvox Cloud Metered.

3.3 Switchvox Cloud and Sangoma's SIP Trunking Services are based on RFC 3261— "SIP-Session Initiation Protocol" and Sangoma requires SIPStation Customers to conform to this standard. If Sangoma determines that a SIPStation Customer is in violation of RFC 3261 and this violation prevents Sangoma from accurately rating or billing Customer's calls, Sangoma reserves the right to Customer based on their estimated usage and rates, as determined in Sangoma's sole discretion. Switchvox Cloud and Sangoma SIP Trunking Service issues determined, in Sangoma's sole discretion, as resulting from Customer equipment not conforming to this standard will require Customer to bring their equipment into conformance before further troubleshooting can

commence. No service credits will be provided for customer equipment not being interoperable with the RFC. 3261-SIP Session Initial protocol standard.

4. Billing and Payment

4.1 **Billing and Fees.** Customer shall pay Sangoma for any supplemental charges applicable to the Switchvox Cloud Services, such as charges for incremental usage, design changes, Service relocation, maintenance, and expedites requested by Customer. Customer shall pay Sangoma a supplemental charge per call for calls to Directory Assistance. It is understood that changes to these rates and supplemental charges may be made from time to time, under the terms of this Agreement. For any adjustments resulting in material additional or material increased charges or a material reduction in Service for any Service, excluding changes set forth in Section 4.2 of the Cloud Terms of Service ("Regulatory-related Rate Adjustments"), Customer shall have the right to cancel the affected Service(s) under month to month contracts, without penalty, by sending notification to customersuccess@sangoma.com from an authorized representative of Customer. Once email notification has been received, Sangoma will then acknowledge Customer's request with a return receipt of the notification. At that time, Sangoma will cancel the Service. Failure to provide written notification of cancellation within this time period shall be deemed acceptance of the changed terms. Customer may not cancel the Service purchased under a year or multi-year contract under this section.

4.2 Local, long distance, and toll free minutes are billed in six (6) second increments, rounding up to the nearest six (6) second increment. For example, a nine (9) second call would be billed as twelve (12) seconds. For international calling and extended area dialing, all calls are billed in sixty (60) second increments and in some cases Sangoma may require Customer to pre-pay an amount, determined by Sangoma on a case by case basis, to Customer's account based on projected international call usage. For example, an eighty (80) second call would be billed as one hundred and twenty (120) seconds.

4.3 Customer shall pay the initial set up fees itemized on a Sales Order and all other fees itemized on the Sales Order in full upon successful delivery of the Service. Thereafter, Customer shall pay, in advance of the Service, those fees as stated on a monthly, yearly, or every three years invoice from Sangoma per the payment terms of that invoice via credit card or ACH ("**Due Date**"). Prior to being able to pay via ACH Customer must complete and sign Sangoma's ACH Authorization Form and provide a blank voided check as detailed in the ACH Authorization Form. If Customer wishes to use ACH, Customer must still provide Sangoma a credit card as a backup method of payment and Customer acknowledges if ACH fails Sangoma will charge Customer's credit card for the failed ACH transaction and for all transactions moving forward. Customer may access the ACH Authorization Form and elect to stop using ACH by logging into the billing portal and switching to credit card billing only. If Customer has signed the ACH Authorization Form and later elects to be billed only by credit card, the change will be effective as of the next scheduled monthly billing which follows the date of Customer's change within the billing portal. The parties

acknowledge that Sangoma shall not be extending credit to Customer. Customer is responsible for safeguarding Customer's own information and credentials and will be liable for all costs incurred due to misuse of Services arising out of compromised account information or credentials. Customer acknowledges that Sangoma uses a third-party payment processor which utilizes Account Updating. Account Updating enables Sangoma to bill using the original account information obtained from Customer's credit card and checks with Visa, MasterCard, American Express, and Discover to see if there any updates to the card such as the following: New account number and/or expiration date (or new token if applicable); information about accounts transitioning from Visa to MasterCard and vice versa due to bank portfolio migration scenarios; account closed notification; contact customer notification. If there is an update to the card, Sangoma will bill using the update. All SIP Trunking purchases are subject to a $100 preauthorization on the card. The credit card merchant will remove the preauthorization within 7-10 days. Sangoma is not liable for the credit card merchant's failure to remove the preauthorization within the 7-10 day time frame.

4.4 If Customer fails to make full payment by the Due Date, Customer also shall pay a late fee in the amount of the lesser of one and one-half percent (1 1/2%) of the unpaid balance per month or the maximum lawful rate under applicable state law that shall accrue from the Due Date. Customer shall pay any amounts incurred by Sangoma in the collection of past-due amounts owed, including, but not limited to, reasonable attorneys' fees and costs. Further, Sangoma will terminate the Service(s) and these Switchvox Cloud Terms automatically terminate if payment is not received in full within 7 days of the Due Date or Customer's credit card is declined. Sangoma will reinstate the Agreement and resume providing Services if within twelve (12) days of the Due Date or credit card decline Customer pays the past due balance owed and a $25.00 Contract Reinstatement Fee (fee for administrative expenses Sangoma incurs in reinstating Customer under the previously accepted Switchvox Cloud Terms). Notwithstanding statements to the contrary herein, Customer has the right to withhold payment of fees related to the Service(s) being provided by Sangoma hereunder that Customer disputes in good faith; provided that, should this occur, Customer agrees to provide written notice to Sangoma within seven (7) days of such time as payment or invoice is due. Customer shall not have the right to dispute any invoice after the expiration of this seven (7) day time period. During the period of time that there is a reasonable dispute pending and Customer is withholding monies on account of such reasonable dispute, Sangoma shall not invoke any additional charges on account of the unpaid disputed amount, take any action against Customer on account of such good faith dispute, or withhold the Services otherwise due to Customer hereunder, as a result of said withholding. Customer will not withhold payments that are not subject to the above good faith dispute requirements and the provisions of this section shall apply to any payments which are not in dispute.

5. Out of Service Credits

Out-of-Service Credit. Applicable Out-of-Service Credits, if any, are made available upon the following formula(s):

Unavailability Event Duration - Up to One Hour = 1 hr credit Unavailability Event Duration > 60 Min = 1 day credit

Aggregate duration of outages during a 30 day period > 8 hours = 1 week credit Aggregate duration of outages during a 30 day period > 18 hours = 1 month credit

Amount to be credited to Customer's account is established as follows:

Total Services Consumed Last Billing Cycle / 31 = 1 Day Credit 1 Day Credit / 24 = 1 Hour Credit

6. Number Porting

6.1 Information on porting a number to Switchvox Cloud can be found at https://help.sangoma.com/.

6.2 Information on porting a number from Switchvox Cloud can be found at https://help.sangoma.com/.

7. Sangoma Rental Equipment (Terms applicable only to Customers who participate in the 30 day Switchvox Cloud and D-Series phone rental trial)

7.1 Customers may participate in a 30 day trial of the Service Switchvox Cloud and as part of the trial may rent D-Series phones free of charge during the same 30 day period subject to the rental terms set forth in Section 10 of the Cloud Terms of Service and the remainder of this Agreement.

7.2 The Switchvox Cloud and D-Series phone trial includes: 5 full-featured Switchvox Cloud user extensions, up to 5 pre-configured D-Series phones, unlimited local and US48 long distance calling, a local number to which Customer may forward one or more numbers for testing the Switchvox Cloud Service, an orientation call with a Sangoma transitions specialist, and access to online administrator and user training.

7.3 In order to participate in the trial Customer must first provide Sangoma with a credit card that will be used for a $500.00 USD security deposit which will be held by Sangoma for 45 days. If Customer chooses to terminate the trial without continuing the Switchvox Cloud Service and fails to return the phones by the 45th day after the start of the trial the credit card will be charged $500.00 for the phones and Customer will also be charged for one (1) month of the Service Switchvox Cloud for 5 user extensions and will continue to be charged monthly for the 5 user extensions until the phones are returned. If Customer chooses to terminate the trial without continuing the Switchvox Cloud Service and returns the phones by the 45th day from the start of the trial then Sangoma will release the $500.00 security deposit from the credit card or, if Customer has completed the ACH Authorization Form, Sangoma will draft Customer's bank account for the amount. If Customer wishes to use ACH, Customer must still provide Sangoma a credit card as a backup method of payment and Customer acknowledges if ACH fails Sangoma will charge Customer's credit card for the failed ACH transaction and for all transactions moving forward.

7.4 If Customer notifies Sangoma prior to the expiration of the trial that Customer wishes to continue the Service Switchvox Cloud and rent the phones then Sangoma will release the $500.00 security deposit from the credit card or, if Customer elected to use ACH, will not draft Customer's bank account for the security deposit and Customer will be charged for the D-phone rental in accordance with the terms of Section 10 of the Cloud Terms of Service and the remainder of these Switchvox Cloud Terms and will be charged for the first month's Switchvox Cloud Service for 5 user extensions.