

# DIGIUM END-USER LICENSE AGREEMENT

November 2018

## IMPORTANT – PLEASE READ CAREFULLY

1. This Digium End-User License Agreement (the "Agreement") is a legal agreement between Digium and its Affiliates (collectively referred to as "Digium") and the licensee, purchaser and end user respectively (hereinafter, "you", "You" or "your") of the Digium distribution media, software and related documentation (the "Software"), Digium services ("Services"), entitlements granted pursuant to a Subscription Agreement, and related manuals and any Digium computer electronics ("Hardware"), excluding Digium branded and manufactured phones ("Digium Phones"), Digium Gateways, the Digium Softphone, and Switchvox Admin which are governed by a different end user agreement independent of and separate from this Agreement, (collectively the "Products").

Digium also resells Customized Voice Prompts. The licenses for the Customized Voice Prompts are available at <https://www.digium.com/company/policies>, the terms of which are incorporated herein by reference. By purchasing Customized Voice Prompts you are accepting the terms of the License for Allison Smith Customized Voice Prompts and/or License for June Wallack Customized Voice Prompts, as applicable.

Affiliate means an entity which is (a) directly or indirectly controlling Digium; or (b) which is directly or indirectly owned or controlled by Digium. By downloading or installing the Software or installing the Hardware, you agree to and accept the terms and conditions of this Agreement. If you do not accept, or are not authorized to accept the terms and conditions of this Agreement, then you should not install and/or use the Software or Hardware and, if presented with the option to "agree" or "disagree" to the terms, click "disagree", and should remove any installed Software or Hardware from your computer. If you do not agree to the terms of this Agreement you may return the Hardware, subject to the time limitations, unopened requirement, and other restrictions of Digium's then current Return Policy and Warranty Policy. You may only return Software if the Software had not been activated and is returned within ten (10) days following date of purchase. Copies of Digium's Return Policy and Warranty Policy may both be found on <https://www.digium.com/company/policies> and the terms of those policies are incorporated herein by reference.

2. **GRANT OF LICENSE.** Subject to the terms and conditions of this Agreement, Digium grants you a non-exclusive, non-sublicenseable, non-transferable license to use the Software for internal business purposes and not for resale, sub license, leasing, or (except for those Products excluded in Section 2.1 of this Agreement) providing hosted services to third-parties. "Software" shall include any upgrades, updates, bug fixes or modified versions ("Upgrades") or backup copies of the Software supplied to you by Digium or an authorized reseller, provided you hold a valid license to the original Software and have paid any applicable fee for Upgrades. A registration code may only be active once at any given time in a production environment. Notwithstanding the foregoing, Digium acknowledges that certain components of the Software may be covered by so-called "open source" software licenses ("Open Source Components"). The list of Open Source Components for the Switchvox Admin for Mobile is attached as Exhibit A and those terms are incorporated herein by reference. For all other Products, Digium will provide a list of Open Source Components for a particular version of the Software upon your request. To the extent required by the licenses covering Open Source Components, the terms of such licenses will apply in lieu of the terms of this Agreement, and Digium hereby represents that only Open Source Components with licenses that intend to grant permissions no less broad than the license granted in this Section 2 are included in the Software. To the extent which the licenses applicable to an Open Source Component prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply.

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

**as username and password, phonebook entries for names and phone numbers, administrative-user information, and audio files. If you do not agree to allowing all information falling under the previously listed categories and excluding the exceptions to be collected, you must indicate that by removing the checkmark from the allow box on the Product registration page of the Product Switchvox. You may notify Digium at any time pursuant to the foregoing that you do not agree to allow collection of the previously listed information. Failure to notify Digium that you do not agree to allow the collection of the listed information will be deemed consent to allow Digium to collect all listed information.**

Switchvox uses Google Analytics to collect a variety of information including but not limited to which features you use, and behavior flow. This information is reported to Digium's Google Analytics Account for the purpose of improving the performance of the Software. The following information is excluded from being collected pursuant to the foregoing: call logs, recording details, login and logout activity, extension details such as name, address, and password, SIP provider details such as username and password, contact entries for names and phone numbers, administrative-user information, and audio files. For more information on how Google Analytics collects and processes this data please visit this link <http://www.google.com/policies/privacy/partners/>. The information may be stored by Digium perpetually. Digium may share and disclose the foregoing information in aggregated form in order to describe Switchvox to prospective and existing partners, advertisers, or other third parties, and for other lawful purposes. The aggregated information will not be linked to any personal information that can identify an individual person or company. You may view Digium's privacy policy at the following link <https://www.digium.com/en/company/policies>.

The Product Switchvox SMB Trial also requests permission from Digium's server to continue running. If for any reason the Switchvox SMB Trial does not receive permission to continue running, then it will cease functioning. For any Product utilizing MP3 functionality (meaning the MPEG Layer-3 audio coding technology, which complies with the specifications and operating parameters established by the Joint Technical Committee of the International Standards Organization as described in ISO/IEC IS 11172-3 and ISO/IEC IS 13818-3) supply of that Product does not convey a license nor imply any right to distribute MPEG Layer-3 compliant content created with that Product in revenue-generating broadcast systems (terrestrial, satellite, cable and/or other distribution channels), streaming applications (via Internet, intranets and/or other networks), other content distribution systems (pay-audio or audio-on-demand applications and the like) or on physical media (compact discs, digital versatile discs, semiconductor chips, hard drives, memory cards and the like). An independent license for such use is required. For details, please visit <http://mp3licensing.com>.

Please read the following statement that applies to the Software called the Digium Phone Module for Asterisk. You are granted a limited, non-exclusive license to download, install, use and run the Digium Phone Module for Asterisk with Asterisk, strictly for the communications and control of Digium branded and manufactured Phones. The use of the Digium Phone Module for Asterisk with phones not branded and manufactured by Digium is not permitted. The grants set forth in this EULA do not permit you to, and you agree not to, install, use or run the Digium Phone Module in conjunction with any non-Digium branded phone, or to enable others to do so.

Certain appliance Hardware is manufactured by Dell and resold by Digium. For those appliances Dell is a third-party beneficiary of this Agreement.

## **2.1 PRODUCTS EXCLUDED FROM HOSTED SERVICES RESTRICTION**

The following Products are excluded from the hosted services restriction of Section 2 of this Agreement. For purposes of clarification, You are free to use the Products in this Section 2.1 to provide hosted services to third parties.

- G.729 for Asterisk
- FAX for Asterisk
- HPEC for Asterisk
- Digium Phone Module for Asterisk
- Opus for Asterisk

All varieties of Switchvox Products except that the Switchvox Products may only be used to provide hosted services by running each single instance of Switchvox on a single server in a data center. The Switchvox Products may not be used in a virtualized environment to provide hosted services.

**3. RESERVATION OF RIGHTS.** Except for the limited license rights expressly granted in this Agreement, Digium reserves all rights in and to the Software and any modifications thereto, including title, ownership, trademark, copyright, patent, trade secret and any other rights and interests. You will own only the Hardware (exclusive of Software embedded in the Hardware) and the physical media on which the Software and associated documentation are reproduced and distributed. If you allow an existing Services or Subscription Agreement plan to lapse, you may be required to pay retroactively annual fees for all Products from the date of the lapse in order to reinstate such Services. Products that are provided or sold as demo or evaluation units, or are marked with the legend "For Evaluation Only" or a similar notation, are not authorized for commercial business use in production or deployment, but are made available only for demonstration or evaluation purposes, and may not be resold or transferred to any third party without prior written permission from Digium.

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

### **5. LIMITATION OF LIABILITY.**

To the maximum extent permitted by law, Digium is not liable under any contract, negligence, strict liability or other legal or equitable theory for any loss of use of the Products, inconvenience or indirect damages of any character, including but not limited to damages for copyright or patent infringement, whether special, incidental or consequential (including, but not limited to, loss of revenue or profit, work stoppage, computer failure or malfunction, failure of connected equipment or programs, loss of information or data or loss of goodwill) resulting from the use of the Products, relating to warranty service, or arising out of any breach of this Agreement, even if Digium has been advised of the possibility of such damages. The sole remedy for a breach of the foregoing limited warranty is repair, replacement or refund of the defective or non-conforming Product(s). The maximum liability of Digium under this Agreement is limited to the purchase price of the Product(s) which is the subject of the dispute. If no money was paid for the applicable Product which is the subject of the dispute, then to the maximum extent permitted by applicable law Digium is not liable in any amount. The foregoing express written warranties and remedies are exclusive and in lieu of any other warranties or remedies, express, implied or statutory.

### **6. WARRANTY AND RETURN**

The terms under which Digium's Products are warranted are defined in the Digium Warranty Policy, available on <https://www.digium.com/company/policies>, the terms of which are included herein and incorporated by this reference. The Products may only be returned pursuant to Digium's Return Policy, available on <https://www.digium.com/company/policies>, the terms of which are included herein and incorporated by this

reference. Digium reserves the right to update Digium's Warranty Policy and Digium's Return Policy. The version of the Warranty Policy that is current as of the date of Your purchase of the Products is the version that applies to You. The version of the Return Policy that is current as of the date of the You request to return them applies to You.

## **6.1 WARRANTY EXCLUSIONS.**

For purposes of clarification, certain Digium Products and Product families are not covered by Digium's Standard Warranty Policy ("Excluded Products"). FOR THE EXCLUDED PRODUCTS, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER DIGIUM, NOR ITS THIRD-PARTY LICENSORS OR SUPPLIERS, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO ANY END USER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT OTHERWISE SPECIFICALLY AGREED IN WRITING BY SUCH PERSON OR ENTITY. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL DIGIUM, ITS THIRD PARTY LICENSORS OR SUPPLIERS, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR LICENSORS BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND, INCLUDING INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR ECONOMIC DAMAGE OR INJURY TO PROPERTY, LOST PROFITS OR LOST REVENUES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY AND REGARDLESS OF WHETHER SUCH PERSON OR ENTITY SHALL BE ADVISED OR HAVE REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT OTHERWISE AGREED IN WRITING BY SUCH PERSON OR ENTITY. SOME COUNTRIES, STATES, OR PROVINCES DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CERTAIN PRODUCTS APPLIED TO CONSUMERS, OR THE LIMITATION FOR PERSONAL INJURY, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY BE LIMITED IN THEIR APPLICATION TO YOU. IF THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE DURATION OF DIGIUM'S WARRANTY FOR OTHER SOFTWARE OR HARDWARE PRODUCTS (WHICHEVER IS APPLICABLE DEPENDING ON WHICH PRODUCT IS AT ISSUE) AVAILABLE ON <https://www.digium.com/company/policies>. The Excluded Products are defined in the following subsections. All terms and conditions of this Agreement apply to the Excluded Products as detailed in this Agreement.

### **6.1.1 PRODUCTS EXCLUDED FROM DIGIUM'S STANDARD WARRANTY POLICY**

The following Excluded Products are not covered by Digium's Standard Warranty Policy and Digium expressly disclaims any liability arising from use of such Excluded Products pursuant to Section 6.1.:

FAX for Asterisk  
G.729 for Asterisk  
HPEC for Asterisk  
The Digium Phone Module for Asterisk  
Opus for Asterisk

**7. PROPRIETARY WORKS.** The Products contain trademarks, trade secrets and/or copyrighted materials of Digium or its suppliers.

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

**7.2** You will not (except with regard to fair use or nominative use) without Digium's written consent, use the name, trademarks, trade names or logos of Digium, or the name of any product or service of Digium, in any manner. If

Digium grants you a right to use the aforementioned, you will do so only in strict compliance with Digium trademark policies.

**8. TERMINATION.** This Agreement shall terminate upon either destruction of the Products or return of the Products by you to Digium. In the event of a breach of the scope of use permitted by the grant in Section 2, or if you do not comply with other materials terms and conditions of this Agreement, Digium shall have the right to immediately terminate this Agreement, in which case you must promptly destroy or return all Products to Digium. Notwithstanding the foregoing, the provisions of Sections 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall survive termination of this Agreement.

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

**10. TRANSFER AND ASSIGNMENT.** This Agreement and the rights and obligations under it are not assignable by you without the prior written approval of Digium, voluntarily or by operation of law. Any attempt by you to assign this Agreement without such approval shall be void. This Agreement shall inure to the benefit of the successors and assigns of Digium. Notwithstanding the foregoing, you may move the Software to different internal computers to the extent consistent with the scope of license you have purchased to the Software.

**11. U.S. GOVERNMENT USERS.** The Software and documentation qualify as “commercial items” as defined at 48 C.F.R. 2.101 and 48 C.F.R. 12.212. All Government users acquire the Software and documentation with only those rights herein that apply to non-governmental customers of Digium.

**12. GOVERNING LAW AND JURISDICTION AND DISPUTE RESOLUTION.** This Agreement shall be governed by and construed under the laws of the USA, and to the extent no federal law applies, the laws of the State of Alabama, USA. Forum, jurisdiction, and venue shall be determined in accordance with such law. If permitted by applicable law, Digium and you hereby expressly waive any right to a trial by jury and consent to a bench trial in the event of a dispute. Digium and you agree to attempt to resolve any dispute by direct communication between representatives of each party who are authorized to finally resolve the dispute prior to filing any legal action against the other party. The parties agree to attempt to resolve the dispute within fourteen (14) days of the first direct verbal communication between the representatives of the parties in which the parties make good faith efforts to attempt to resolve the dispute following written notice of the dispute having been provided to the party not invoking this clause. The party with the dispute must provide the written notice and must provide sufficient detail in the notice as to the nature of the problem and requested remedies so as to permit the party not invoking this clause to make good faith attempts to remedy the dispute. The parties agree not to resort to legal action, other than injunctions, either prior to or during the fourteen-day dispute resolution period. The United Nations Convention on International Sale of Goods, the application of which is expressly excluded, does not govern this Agreement.

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

**14. APPLE® REQUIRED SPECIFIC TERMS FOR APPLICATIONS POSTED ON THE APPLE APP STORE.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HERE, IF THE SWITCHVOX ADMIN FOR MOBILE WAS OBTAINED THROUGH THE APPLE APP STORE THE FOLLOWING TERMS ALSO APPLY.

**ACKNOWLEDGEMENT.** You acknowledge that the Agreement is concluded between You and Digium only,

and not with Apple, and Digium, not Apple, is solely responsible for the Software and the content thereof. SCOPE OF LICENSE. The license granted to You for the Software is limited to a non-transferable license to use the Software on any iPhone or iPod touch that the You own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.

MAINTENANCE AND SUPPORT. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.

WARRANTY. Digium is solely responsible for any product warranties, whether express or implied by law, to the extent not disclaimed. In the event of any failure of the Software to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price for the Software to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Digium's sole responsibility.

PRODUCT CLAIMS. Digium and You acknowledge that Digium, not Apple, is responsible for addressing any claims You or any third party have relating to the Software or Your possession and/or use of that Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Some countries do not allow the limitation of liability contained in this Agreement, so the limitation of liability may not apply to You.

INTELLECTUAL PROPERTY RIGHTS. Digium and You acknowledge that, in the event of any third party claim that the Software or the end-user's possession and use of that Licensed Application infringes that third party's intellectual property rights, Apple, is not responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

#### **15. ZENDESK REQUIRED SPECIFIC TERMS FOR SWITCHVOX FOR ZENDESK**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HERE, THE FOLLOWING TERMS ALSO APPLY TO SWITCHVOX FOR ZENDESK.

Digium is the licensor of Switchvox for Zendesk and Zendesk is not a party to this Agreement.

Except as otherwise limited by this Agreement or any other terms imposed or required by Digium, Digium grants You a perpetual, worldwide, non-exclusive, non-transferable and non-sublicensable license to access, deploy, use and integrate Switchvox for Zendesk in connection with your active Account for a Service.

Account and Service are defined in your agreement(s) with Zendesk.

Any information that Digium collects, stores, and processes from You or the systems You use to access or deploy Switchvox for Zendesk, will be subject to this Agreement and will not be subject to the Privacy Policy.

Privacy Policy means Zendesk's Privacy Policy, a copy of which can be found on [www.zendesk.com](http://www.zendesk.com).

You may not modify, reverse engineer, decompile or disassemble Switchvox for Zendesk in whole or in part, or create any derivative rights from or sublicense any rights in Switchvox for Zendesk, unless otherwise expressly authorized in writing by Digium.

You and Digium shall maintain all rights, title and interest in and to all of its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "IP Rights"). The rights granted to You to use Switchvox for Zendesk under this Agreement do not convey any additional rights in Switchvox for Zendesk, or in any IP Rights associated therewith. Subject only to limited rights to access and use Switchvox for Zendesk as expressly stated herein, all rights, title and interest in and to Switchvox for Zendesk and all hardware, software and other components of or used to provide Switchvox for Zendesk, including all related IP Rights, will remain with and belong exclusively to Digium. Digium shall have a royalty-free, worldwide, transferable, non-sublicensable, irrevocable, and perpetual license to incorporate into Switchvox for Zendesk or otherwise use any suggestions, enhancement requests, recommendations or other feedback it receives from You.

#### EXHIBIT A.1

#### OPEN SOURCE COMPONENT LICENSES

##### **How to obtain distribution media containing source code for Open Source Components**

**1. OPEN SOURCE LICENSES.** Digium acknowledges that some Products contain Open Source Components which are licensed for distribution under so-called "open source" distribution licenses, and includes the licenses for

these Open Source Components in compliance with the license terms.

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

Postal Service:

Digium, Inc.  
Sales Department  
445 Jan Davis Drive NW  
Huntsville, AL 35806

Or by using the contact sales form available at URL: <https://www.digium.com/en/company/contact/>

Or by calling Digium sales at +1 (256) 428-6262

Via any of these means, you may order a product code that we will provide to you, and this will be shipped to you after payment of a price no more than Digium's reasonable cost in physically performing the conveying of this source code. Orders placed via electronic mail must be paid via a Digium-accepted credit card; orders via postal service can be paid either via credit card or a check drawn on a United States bank.

### **Open Source Components in Switchvox Admin for Mobile**

**2. APACHE LICENSE VERSION 2.0 COMPONENTS.** The following components are licensed under Apache License Version 2.02 (included as Exhibit A.2)

Tslint © 2014 Palantir Technologies  
Typescript © Microsoft Corporation

**3. MIT Components.** The following components are licensed under MIT (included as Exhibit A.3)

Bluebird © 2013-2017 Petka Antonov  
React-native-drawer © 2015-present Zack Story  
React-native-sensitive-info © 2016 ClassApp  
Socket.io-client © 2014 Guillermo Rauch  
Typings © 2015 Blake Embrey (hello@blakeembrey.com)  
util © Joyent, Inc. and other Node contributors

**4. ISC Components.** The following components are licensed under ISC (included as Exhibit A.4)

React-native-fingerprint © d.chernyatiev@gmail.com  
React-native-touch-id © 2015 Naoufal Kadhom

**5. BSD-3-Clause Components.** The following components are licensed under BSD-3-Clause (included as Exhibit A.5)

React © 2013-present, Facebook, Inc.  
React-native © 2015-present, Facebook, Inc.

## EXHIBIT A.2

### APACHE LICENSE, VERSION 2.0

Version 2.0, January 2004

<http://www.apache.org/licenses/>

#### TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

##### 1. Definitions.

"License" shall mean the terms and conditions for use, reproduction and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

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4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

(a) You must give any other recipients of the Work or Derivative Works a copy of this License; and

(b) You must cause any modified files to carry prominent notices stating that You changed the files; and

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