SUBSCRIBER TERMS AND CONDITIONS

The following Terms and Conditions ("Terms and Conditions") constitute an agreement between Sangoma US Inc. (“Sangoma”) and the subscribers of Sangoma's enhanced voice and data communications services (“Voice Services”), cloud computing services (“Connected Workspace” as described below), collaboration/productivity services (“Team Hub”), video meeting/conferencing services (“Video Conferencing”), and cloud-based wireless access control (“SmartOffice”) as described below (collectively, "Sangoma Services"). These Terms and Conditions govern the Sangoma Services and any devices provided by Sangoma for use in connection with such services, including but not limited to the "Sangoma Equipment" (as defined herein). In these Terms and Conditions, "you" and "your" mean the subscriber of the Sangoma Services, and "Sangoma," "we," "our," and "us" mean Sangoma and any of its affiliates and representatives. BY EXECUTING SANGOMA'S PROPOSAL AND QUOTATION ("SUBSCRIPTION AGREEMENT") AND/OR USING SANGOMA'S SERVICES, YOU WILL HAVE AGREED TO ALL OF THESE TERMS AND CONDITIONS, INCLUDING THOSE TERMS RELATING TO 911 EMERGENCY SERVICE, AND TO THE PRICES AND CHARGES PROMULGATED BY SANGOMA FROM TIME TO TIME, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE.

YOU MAY ONLY USE THE SANGOMA SERVICES PURSUANT TO THE TERMS OF THE SUBSCRIPTION AGREEMENT AND THESE TERMS AND CONDITIONS, WHICH MAY BE MODIFIED FROM TIME TO TIME. YOU ARE SOLELY RESPONSIBLE FOR YOUR AND YOUR END USERS’ USE OF THE SERVICES AND SHALL ABIDE BY, AND ENSURE COMPLIANCE WITH, ALL LAWS IN CONNECTION WITH YOUR AND EACH END-USER’S USE OF THE SANGOMA SERVICES, INCLUDING BUT NOT LIMITED TO LAWS RELATED TO RECORDING, INTELLECTUAL PROPERTY, PRIVACY AND EXPORT CONTROL. USE OF THE SERVICES IS VOID WHERE PROHIBITED BY APPLICABLE LAW.

SERVICE DESCRIPTION

Sangoma provides enhanced communication Voice Services whereby voice and data communications are converted to Internet Protocol ("IP") and carried, in part, over high-speed Internet access. The voice component of the service may be generically referred to as "Voice over Internet Protocol" or "Voice over IP" ("VOIP"). It is separate and distinct from standard traditional landline local, local toll and long-distance services. Sangoma Services include Voice over IP unlimited local and nationwide direct-dialed calling within the United States and certain calling and call management features or advanced features associated with the service, including additional features or advanced features which Sangoma, in its sole discretion, may add, modify, or delete from time to time.

Sangoma provides Video Conferencing through Sangoma US Inc.’s “Sangoma Meet” which includes various video conferencing, web conferencing, webinar, meeting room, screen sharing and/or other collaborative video meetings wherein participants can join and collaborate using voice, video, chat functionality, recording, and screen sharing functions. Subscribers utilizing Sangoma Meet through Sangoma consent and agree to the Sangoma Meet Terms of Service found at https://cdn.sangoma.com/wp-content/uploads/SangomaMeetTermsofService.pdf.

Sangoma provides Connected Workspace whereby Subscribers' computing resources; desktop (listed as Connected or Personal Connected Desktop(s)), line-of-business applications (listed as Application Servers in order), Microsoft®[1] Office 365 (E1,E3, E5, and any additional Microsoft® add-on services as listed in order), and data storage (listed as additional data storage) are managed and maintained for Subscriber's end-user(s). Subscribers' end-user(s) participate in this solution through a web-based portal which connects the user(s) to their desktop using various standard remote computing protocols.

Sangoma provides Team Hub, which includes among other services, channel and direct over the internet messaging ("Chat Messaging"), video conferencing, file sharing, contact management, task management, notes management, third party call control voice service, and fax service.

Sangoma provides a cloud-based wireless access control as a service product through Sangoma US Inc.'s SmartOffice™. Subscribers utilizing SmartOffice will be required to purchase a SmartOffice Server and a SmartOffice Gateway Kit and download the SmartOffice application which will require consenting and agreeing to the Terms of Service at the time of download.

Sangoma Services do not support 0+ calling (including without limitation collect, third party billing or calling card calling). Sangoma Services do not support international Multimedia Messaging Service ("MMS"). MMS and Short Message Service ("SMS") (along with Chat Messaging and email collectively, "Messaging") does not provide any audio and/or voice capabilities and/or features. Sangoma's Service may not support 900, 311, 511 and/or other x11 services (other than 911 and 411, which are provided for elsewhere in these Terms and Conditions) in one or more (or all) service areas.

Sangoma DaaS is a cloud-based business-to-business service that enables the creation of secure and audited virtual Room(s), which will allow the collection of data and for end-users to submit software (including machine images), data, usage policies, permissions, security roles, text, audio, video and images ("Subscriber Content") to the Service. Subscriber consents to storage and transfer of the Subscriber Content to the extent necessary to maintain or provide Service, or as necessary to comply with applicable law. Subscriber acknowledges and agrees that work and other activities performed in the Room may be monitored and audited and that Service-generated video recordings of work sessions, and records of events and other activities performed in a Room by end-users may be made. In connection with DaaS, virtual desktops are licensed for use by a single individual human end-user only and are not for shared use or for use for any automation use cases unless expressly authorized by Sangoma in writing. Subscriber acknowledges that is responsible for the management and control of Subscriber Content, including the region in which it is stored, which users have access, compliance with law, election and use of certain security features, and backup storage in Subscriber's own infrastructure. Subscriber acknowledges that if Subscriber Content contains personally identifiable information, Subscriber is responsible to the protection of such information and complying with applicable law when processing or transferring such information through use of DaaS. Sangoma shall have no liability for Subscriber's use, transfer, or storage of such personally identifiable information. **Subscriber acknowledges that DaaS is not intended for configuring, supporting or otherwise servicing on-line control equipment in hazardous environments requiring fail-safe performance, such as, but not limited to, nuclear**

[1] Microsoft is a trademark of the Microsoft group of companies.

facilities, aircraft navigation, aircraft communications systems, air traffic control, direct life support machines or weapons systems, in which failure of the products could lead directly to death, personal injury, or severe physical or environmental damage.

You acknowledge and understand that Sangoma Services are not a telephone service. Important distinctions (some, but not necessarily all, of which are described in these Terms and Conditions) exist between telephone service and the service provided by Sangoma. Sangoma Services are not subject to the same regulatory regime as traditional telephone services. This fact may limit or otherwise affect your rights of redress before federal, state or local telecommunications regulatory agencies.

You acknowledge and agree that Messaging interoperability is an evolving standard. Messages are exchanged between service providers on a best efforts basis, and Sangoma does not guarantee delivery.

Content Standards are found in Sangoma's Terms of Use.

SERVICE REQUIREMENTS

Sangoma Services may require (a) specialized subscriber site equipment called On-Premise Equipment ("OPE," "Device" or "Sangoma Equipment") obtained through Sangoma or its authorized dealers that allows connectivity from a VOIP telephone handset (provided by Sangoma) to your broadband connection and which Sangoma will install on your premises; and (b) a broadband connection to the Internet (T1, DSL, Fiber-optic, Wi-Max or Cable) with at least 768Kbps continuous upload capacity that you will provide at your own expense. Since Video Meetings and Voice over IP are dependent on the broadband connection, the availability of an adequate power supply and correct OPE configuration, Sangoma does not guarantee that the Sangoma Services will be continuous or error-free. In addition, Sangoma Services may, from time to time, be interrupted for equipment, network, or facility upgrades or modifications.

Changes in Internet speed may affect voice and/or video quality and/or require different Sangoma Equipment and Sangoma Services. If optimal Sangoma Equipment is not in use at your location based on your network and facility conditions, including changes for any reason, you may need to upgrade Sangoma Equipment, specifically the StarBox® Voice Optimized SD-WAN ("StarBox®") to optimize services and voice quality. An upgrade in Sangoma Equipment will not be considered replacement of a Covered Component, and you will be required to cover the cost of such an upgrade. You acknowledge and agree that service requirements, which may be changed from time to time, are your responsibility.

SANGOMA 911 EMERGENCY SERVICE

PLEASE READ THE INFORMATION BELOW ABOUT 911 EMERGENCY SERVICE CAREFULLY. BY USING SANGOMA'S SERVICES, YOU ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE SANGOMA 911 EMERGENCY SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 OR ENHANCED 911 ("e911") CALLS. SANGOMA CX SERVICE DOES NOT SUPPORT e911.

YOU ACKNOWLEDGE AND UNDERSTAND THAT SANGOMA OFFERS A 911 EMERGENCY SERVICE AS DESCRIBED HEREIN AND THAT SUCH 911 DIALING IS DIFFERENT IN A NUMBER OF IMPORTANT WAYS (SOME, BUT NOT NECESSARILY ALL, OF WHICH ARE DESCRIBED IN THESE TERMS AND CONDITIONS) FROM TRADITIONAL 911 SERVICE, AND THAT WE HAVE TOLD YOU THAT SANGOMA SERVICES DO NOT SUPPORT TRADITIONAL 911 OR e911. SANGOMA 911 EMERGENCY SERVICE CANNOT BE USED IN CONJUNCTION WITH A SOFTPHONE APPLICATION AND IS ONLY AVAILABLE ON SANGOMA-PROVIDED DEVICES OR EQUIPMENT. YOU AGREE TO INFORM ALL EMPLOYEES, INDEPENDENT CONTRACTORS, GUESTS, VISITORS AND OTHER THIRD PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE SANGOMA SERVICES OF THE NON-AVAILABILITY OF TRADITIONAL 911 OR e911 DIALING, OR "TEXT-TO-911" FROM YOUR SANGOMA SERVICES AND DEVICE(S) AND TO INFORM THEM OF THE IMPORTANT DIFFERENCES AND LIMITATIONS OF SANGOMA 911 EMERGENCY SERVICE AS COMPARED WITH TRADITIONAL 911 OR e911 DIALING THAT ARE SET FORTH IN THESE TERMS AND CONDITIONS.

911-TYPE DIALING CAPABILITIES WITH SANGOMA SERVICES

WHEN YOU DIAL 911 ON YOUR PHONE UTILIZING SANGOMA'S VOICE SERVICE, YOUR CALL MAY BE ROUTED TO A DIFFERENT DISPATCHER FROM THAT USED FOR TRADITIONAL 911 DIALING. THE DISPATCHER MAY BE LOCATED AT A PUBLIC SAFETY ANSWERING POINT ("PSAP") DESIGNATED FOR THE ADDRESS YOU LISTED AT THE TIME YOU REGISTERED FOR THE SERVICE OR OTHER BACKUP EMERGENCY ANSWERING SERVICES. SANGOMA RELIES ON THIRD PARTIES FOR THE FORWARDING OF INFORMATION UNDERLYING SUCH ROUTING, AND, ACCORDINGLY, SANGOMA AND ITS THIRD PARTY PROVIDER(S) DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH INFORMATION OR ROUTING IS INCORRECT. IN ADDITION, SANGOMA'S 911 EMERGENCY SERVICE HAS FEWER CAPABILITIES THAN TRADITIONAL 911 OR e911 SERVICE AS FOLLOWS:

SANGOMA 911 EMERGENCY SERVICE IS AVAILABLE ONLY AT THE PHYSICAL STREET ADDRESS REGISTERED WITH SANGOMA FOR THE PARTICULAR AREA CODE AND PHONE NUMBER AND MAY NOT BE AVAILABLE AT ALL FOR PHONES THAT MOVE FROM LOCATION TO LOCATION.

YOU ACKNOWLEDGE AND AGREE THAT SANGOMA'S 911 EMERGENCY SERVICE WILL BE AVAILABLE ONLY AT THE PHYSICAL ADDRESS ASSOCIATED WITH THE PARTICULAR AREA CODE AND PHONE NUMBER ASSIGNED TO YOU. YOU ALSO ACKNOWLEDGE AND AGREE THAT SANGOMA'S 911 EMERGENCY SERVICE WILL NOT BE AVAILABLE TO YOU IF THE NUMBER ON THE HANDSET IS BLOCKED. YOU FURTHER ACKNOWLEDGE AND AGREE THAT SANGOMA'S EMERGENCY SERVICE WILL NOT BE AVAILABLE TO A PARTICULAR CUSTOMER AND NEITHER SANGOMA NOR ITS UNDERLYING SERVICE PROVIDERS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER THIRD PARTY FOR FAILURE TO PROVIDE 911 SERVICES TO YOU IN THE EVENT OF THE ASSIGNMENT OF AN AREA CODE AND PHONE NUMBER TO YOU LOCATED OUTSIDE OF THE EXCHANGE AREA ASSOCIATED WITH YOUR PHYSICAL

STREET ADDRESS OR RELOCATION OF THE TELEPHONE DEVICE TO WHICH AN AREA CODE AND PHONE NUMBER HAS BEEN ASSIGNED TO A LOCATION OTHER THAN YOUR PHYSICAL STREET ADDRESS AS REGISTERED WITH SANGOMA. SANGOMA MAY ASSESS A FEE FOR INCORRECT IDENTIFICATION OF STREET ANDRESS AND/OR MISCONFIGURED SERVICES WHICH RESULT FROM SUCH MISIDENTIFICATION.

FAILURE TO DESIGNATE THE CORRECT PHYSICAL STREET ADDRESS
IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR SANGOMA EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR SANGOMA EMERGENCY SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

When activating Sangoma Services, you must provide the actual physical street address where the device will be located, not a post office box, mail drop or similar address. You acknowledge and understand that Sangoma's Emergency Service does not function properly or at all if you move or otherwise change the physical location of your Sangoma Device to a different street address. Any change of the device's physical address must be coordinated with Sangoma for the service and 911 to work properly.

AUTOMATED NUMBER & LOCATION IDENTIFICATION
THE PSAP RECEIVING SANGOMA 911 EMERGENCY SERVICE CALLS MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION.

Sangoma's system is configured in most instances to send the automated number identification information and to transmit identification of the address that you have registered with Sangoma to the PSAP and local emergency personnel for your area when you dial 911; however, one or more telephone companies, not Sangoma, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number and location in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and location and/or if the service is not operational for any reason, including without limitation those listed elsewhere in these Terms and Conditions.

POWER FAILURE, OUTAGES OR DISRUPTIONS OF SERVICE
YOU ACKNOWLEDGE AND AGREE THAT SANGOMA 911 EMERGENCY SERVICE WILL NOT FUNCTION IF YOUR OPE FAILS OR IS NOT CONFIGURED CORRECTLY OR IF YOUR SANGOMA SERVICES ARE NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION INCLUDING SUSPENSION OR TERMINATION OF SERVICE BY YOUR BROADBAND PROVIDER AND/OR ISP OR BY SANGOMA FOR ANY REASON INCLUDING BILLING ISSUES OR FOR OTHER REASONS DESCRIBED ELSEWHERE IN THESE TERMS AND

CONDITIONS. IF THERE IS A POWER OUTAGE, THE SANGOMA SERVICES AND 911 EMERGENCY SERVICE WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE SANGOMA EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SANGOMA SERVICE, INCLUDING FOR 911 PURPOSES.

POSSIBILITY OF NETWORK CONGESTION AND/OR REDUCED SPEED FOR ROUTING OR ANSWERING 911

YOU ACKNOWLEDGE AND UNDERSTAND THAT FOR TECHNICAL REASONS ASSOCIATED WITH THE POSSIBILITY OF NETWORK CONGESTION, WITH SANGOMA SERVICES, THERE IS A GREATER POSSIBILITY THAT YOUR 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER, AS COMPARED TO TRADITIONAL 911 CALLS OVER TRADITIONAL PUBLIC TELEPHONE NETWORKS.

You acknowledge and accept that Sangoma relies on third parties for the forwarding of information underlying such routing, and, accordingly, Sangoma and its third party providers disclaim any and all liability or responsibility in the event such information or routing is incorrect.

FAILOVER SERVICES

1. Sangoma offers failover services through the use of third-party wireless 4G LTE carriers. ***This service is designed for failover purposes only*** and is not to be used as the primary data circuit. Due to the nature of 4G LTE wireless communications, there are limitations on the number of simultaneous calls that can occur when the service is activated. That number is based on factors outside of Sangoma's control, such as the location of the 4G LTE hardware ("4G Hardware"), the strength of signal and amount of voice/data traffic at the time of failover. As a result, Sangoma does not provide any warranty or guaranty on wireless 4G LTE failover service, nor is the 4G Hardware included as a Covered Component. Also, the 4G Hardware does not function without power; Sangoma recommends that it be installed with a backup power supply; and

2. Failover services are offered in plans. In the event of failover(s) where Subscriber's data usage (measured in gigabytes ("GB")) in a billing cycle exceeds its plan, the overage is billed at $29.99 per GB. Gigabyte fractions are rounded up to the next whole number (i.e., 1.7 GB is rounded to 2.0 GB) for billing.

LIMITATION OF LIABILITY AND INDEMNIFICATION

AS DESCRIBED HEREIN, SANGOMA'S 911 EMERGENCY SERVICE CURRENTLY IS NOT THE SAME AS TRADITIONAL 911 OR e911 DIALING, AND AT THIS TIME, DOES NOT NECESSARILY INCLUDE ALL OF THE CAPABILITIES OF TRADITIONAL 911 DIALING. MOREOVER, SANGOMA DOES NOT SUPPORT "TEXT-TO-911." YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS SANGOMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER OF ITS UNDERLYING PROVIDERS, SERVICE PROVIDERS OR OTHER THIRD PARTY PROVIDERS WHO FURNISH SERVICES TO YOU OR SANGOMA IN CONNECTION WITH

THE SERVICE, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE, INCLUDING BUT NOT LIMITED TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 EMERGENCY SERVICE AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL OR TEXT 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING BUT NOT LIMITED TO MISROUTES RESULTING FROM YOUR PROVISION TO SANGOMA OF INCORRECT ADDRESS INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF SANGOMA.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE CONTENT SENT OR TRANSMITTED BY YOU, PARTICIPANTS, AND/OR OTHER END-USERS, OR DISPLAYED OR UPLOADED BY YOU, PARTICIPANTS, AND/OR OTHER END-USERS WHILE USING SANGOMA SERVICES. YOU REPRESENT AND WARRANT THAT YOU, PARTICIPANTS, AND/OR END-USERS HAVE THE RIGHT TO UPLOAD CONTENT USING SANGOMA SERVICES AND THAT SUCH USE DOES NOT VIOLATE OR INFRINGE ON ANY RIGHTS OF ANY THIRD PARTY. THIS REPRESENTATION INCLUDES BUT IS NOT LIMITED TO LAWS REQUIRING OBTAINMENT OF CONSENT OF A THIRD PARTY TO USE THEIR CONTENT AND TO PROVIDE APPROPRIATE NOTICES OF THIRD PARTY RIGHTS. SANGOMA SHALL NOT BE LIABLE FOR VIOLATIONS. MOREOVER, UNDER NO CIRCUMSTANCES WILL SANGOMA BE LIABLE IN ANY WAY FOR ANY:

1. CONTENT THAT IS TRANSMITTED OR VIEWED WHILE USING ANY SANGOMA SERVICES;
2. ERRORS OR OMISSIONS IN THE CONTENT; OR
3. ANY LOSS OR DAMAGE OF ANY KIND, NATURE OR DESCRIPTION ALLEGED OR INCURRED AS A RESULT OF THE USE OF, ACCESS TO, OR DENIAL OF ACCESS TO CONTENT SENT OR TRANSMITTED USING SANGOMA SERVICES.

EXCEPT FOR CONTENT PROVIDED BY SANGOMA, SANGOMA IS NOT RESPONSIBLE FOR ANY CONTENT. SANGOMA OR ITS VENDORS MAY DELETE ANY CONTENT, AT ANY TIME WITHOUT NOTICE, IF THEY, BECOME AWARE AND BELIEVE IN THEIR SOLE DISCRETION THAT THE CONTENT VIOLATES ANY PROVISION THE SUBSCRIPTION AGREEMENT, THESE TERMS AND CONDITIONS, THE RIGHTS OF OTHERS OR ANY LAW.

ALTERNATIVE 911 ARRANGEMENTS

YOU ACKNOWLEDGE THAT SANGOMA DOES NOT OFFER PRIMARY LINE, LIFELINE, OR “TEXT-TO-911” SERVICES, AND THAT SANGOMA STRONGLY RECOMMENDS

THAT YOU ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

Sangoma does not offer or service silent alarms (sometimes referred to as SIP Call Buttons, panic buttons, etc.). If such line item(s) appear in a quote or invoice, they are from a third party provider. To the extent such devices are used in connection with Sangoma Services, all Terms and Conditions relating to 911 Emergency Service shall apply.

PRIVACY AND SECURITY

IP communications utilize, in whole or in part, the public Internet and third party networks to transmit voice and data communications. You acknowledge and understand that IP communications may not be private or secure. You acknowledge and agree that Sangoma Services may be monitored by Sangoma or its vendors, in each case subject to compliance with all applicable laws. Sangoma is not liable for any lack of privacy or security that you may experience with regard to the Sangoma Service. You are responsible for taking precautions and providing security that best suits your intended use of the service.

PRIVACY POLICY

Sangoma is committed to your privacy. Sangoma will obey all laws and regulations of the United States of America applicable to its use and disclosure of your information. Except as set forth in the Privacy Policy and CPNI Disclosure, Sangoma will not trade, sell, or disclose to any third party any form of PII or CPNI (as defined therein) without your consent and will not disclose or make available any PII or CPNI to any third parties seeking to market third party products without your consent. The Privacy Policy sets forth how Sangoma collects and uses information from customers who use Sangoma Services, from visitors to its website and portal and from potential customers who have communicated, made contact or interacted with Sangoma. All terms, provisions and agreements set forth in the Privacy Policy (except to the extent expressly modified herein) are hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

If Subscriber process personal data of end users or other identifiable individuals in its use of Sangoma Services, Subscriber is responsible for providing legally adequate privacy notices and obtaining necessary consents for the processing of such data. Subscriber represents that it has provided all necessary privacy notices and obtained all necessary consents. Subscriber is responsible for processing such data in accordance with applicable laws.

Subscriber 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 Sangoma Services, including software installed on equipment located at Subscriber's premises. Subscriber authorizes Sangoma and its service providers to install, configure, operate, update, maintain, and use such technology, including privileged access management technology, to the extent necessary to provide, administer, secure, support, and troubleshoot the Sangoma Services.

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

information relating to Subscriber'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.

Subscriber represents and warrants that it has obtained and will maintain all necessary consents, authorizations, permissions, and other lawful bases required under applicable federal, state, and international privacy, data protection, and healthcare laws, including, where applicable, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), for the collection, use, disclosure, transmission, storage, and other processing of personal information, protected health information ("PHI"), and other healthcare-related information in connection with the Sangoma Services. Subscriber further represents and warrants that it has provided all legally required notices to, and obtained all legally required consents and authorizations from, individuals whose information may be processed through the Sangoma Services.

SANGOMA SPAM POLICY

Sangoma has zero tolerance for spam. Spam complaints will be dealt with seriously and can result in losing Sangoma privileges.

LOSS OF SERVICE DUE TO POWER FAILURE OR INTERNET SERVICE OUTAGE OR TERMINATION OR SUSPENSION OR TERMINATION BY SANGOMA

You acknowledge and agree that Sangoma's services will not function in the event of power failure. You also acknowledge and agree that the service requires a fully functional broadband connection to the Internet (which may or may not be provided by Sangoma under your Subscription Agreement) and that, accordingly, in the event of an outage of, or termination of service with or by, your Internet Service Provider ("ISP") and/or broadband provider, the service will not function, but that you will continue to be billed for the service in accordance with these Terms and Conditions. Should there be an interruption in the power supply or Internet connection, the service will not function until power is restored or the Internet connection is re-established. A power failure or disruption may require you to reset or reconfigure your Sangoma Equipment prior to utilizing the service. Power disruptions or failures or ISP outages will also prevent use of the Sangoma Services from contacting emergency service numbers including the 911 Emergency Service. Should Sangoma suspend or terminate your service, the service will not function until such time as Sangoma restores your service (which shall require payment of all invoices and a reconnection fee in the amount of seventy-five dollars ($75.00) and cure of any breach by you of these Terms and Conditions).

HOME SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT

All non-voice communications equipment, including but not limited to, home security systems that are set up to make automatic phone calls and medical monitoring devices, may not be compatible, and fax machines and modems may not function, with Sangoma's services. By accepting these Terms and Conditions, you waive any claims against Sangoma for interference with or disruption of such systems due to the service.

ARTIFICIAL INTELLIGENCE

Sangoma offers a service allowing the deployment of AI voice agents for inbound and outbound call automation, including but not limited to customer service automation, lead qualification, appointment scheduling, and support triage ("AI Services"). san's AI Services include a variety of functions, including API-based integration capabilities, configurable voice agent workflows, call routing and transfer capabilities, post-call transcription and analytics, and webhook and integration support. Specific capabilities may be updated or terminated by Sangoma at any time, with or without notice. Sangoma does not guarantee the functionality or availability of its AI Services. Sangoma will provide the infrastructure, AI processing, telephony routing, and platform maintenance necessary to deliver its AI Services.

LOCAL NUMBER PORTABILITY

In the event you are not utilizing a new phone number for your Sangoma Service, but rather are transferring an existing phone number, which currently is subscribed to a carrier other than Sangoma for local, long distance and international telephone services, to Sangoma Service, the terms, and conditions of this paragraph shall apply:

1. You hereby authorize Sangoma to process your order for Sangoma Service and to notify your local telephone company of your decision to switch your local, local toll and long distance services to Sangoma Service, and represent that you are authorized to take this action;

2. You agree and acknowledge that if your OPE is enabled prior to the date that the number switch becomes effective ("Port Effective Date"), you may only be able to make outgoing calls over the phone you have connected to the OPE. In such event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the Sangoma Service;

3. You agree and acknowledge that if your OPE is not enabled as of the Port Effective Date, your existing phone service for the number you are transferring may be disconnected and you may have no service for that line. Therefore, to avoid an interruption in your phone service, it is extremely important that you make all arrangements to afford Sangoma the opportunity to enable the OPE prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be sent to you via email by Sangoma following your completion of the ordering process;

4. You agree and acknowledge that rescheduling, adding or canceling after a port request will incur an administrative fee of $50.00 for each individual location plus fees for each telephone number. Individual locations may need to be rescheduled if one or more of the individual telephone numbers need to be rescheduled, added, or canceled. Number porting for Subscribers with a single or multiple locations will be processed together as a complete project. Any changes to add or delete a number within the project require the complete cancellation of the project and resubmission as a new project. Rescheduling a single or multiple locations to a different date require projects cancellation and resubmission as a new project. In addition to the administrative fee, the Standard Cancellation Fee is $6.00

per telephone number and changes to 411 and Directory Listings and to Caller ID are $15.00 per telephone number. Additionally, expedited fees apply where Subscriber requests to shorten a timeframe to two-weeks or less. The Expedited Cancellation Fee is $75.00 per telephone number and the Expedited Porting Fee is $75.00 per port order. Expedites are not guaranteed and are subject to carriers' response times and availability; and

5. You agree and acknowledge that a snapback/win back request, initiating the return of telephone number back to the previous carrier, has a fee of $306.00 per telephone number, in addition to the administrative fee.

NUMBER TRANSFER ON SERVICE TERMINATION

Sangoma or its providers may receive requests from other telephony providers (the "Requesting Party") acting as agents on your behalf to port a telephone number currently assigned to you to a third party provider ("Port-Out"). Sangoma will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Sangoma's or its providers' standard operating procedures. Note that you will be responsible for all monthly, usage and disconnect fees associated with the Service through the end of your then-current subscription term, all of which immediately become due and payable.

TECHNICAL SUPPORT

Sangoma provides technical support for Voice Services and Video Conferencing via phone and email, at no additional charge, to respond to and remediate problems associated with Covered Components, call or video quality or call completion problems. Problems may be reported via email at support@Sangoma.com, by dialing *2* (Sangoma as spelled out on your phone by dialing the * and 2 keys) or calling 844-302-STAR (7827). Upon receipt of a reported problem, Sangoma will generate a response, within fifteen (15) minutes for a total voice services outage or within four (4) hours for all other issues, acknowledging receipt of the report. Sangoma does not guarantee that any reported problem will be resolved within that period. Sangoma provides support for system outages 24 hours per day 7 days per week on every day of the year. Sangoma provides support for non-outage related technical issues during Sangoma's Technical Support Hours which are from 6:00 A.M. to 11:00 P.M. Eastern Time on Business Days, from 9:00 A.M. to 10:00 P.M. on Saturday, and from 9:00 A.M. to 6:00 P.M. on Sunday. Sangoma's Business Days are days other than a Saturday, Sunday, federal holiday or any day Sangoma is or is required to be closed.

Sangoma provides technical support for Connected Workspace via phone and email, at no additional charge, to respond to and remediate problems associated with Connected Workspace connection, performance, Connected Workspace related application issues, and Microsoft® 365 purchased through Sangoma. Issues and problems may be reported via email at daas_support@Sangoma.com, by dialing *2* (Sangoma as spelled out on your phone by dialing the * and 2 keys) or calling 844-302-STAR (7827). Connected Workspace customers have direct access to the Connect Workspace Support Engineers via the dialing instructions and Customer Routing Code provided during implementation. Upon receipt of a reported problem, Sangoma will generate a response, within fifteen (15) minutes for a total Connected Workspace outage or within four (4) hours for all other issues, acknowledging receipt of the report. Sangoma does not guarantee that any reported problem will be resolved within that period. Sangoma provides support for system outages 24 hours per day 7 days per week on every day of the year. Sangoma provides

support for non-outage related technical issues during Sangoma's Connected Workspace Technical Support Hours which are from 8:30 A.M. to 7:00 P.M. Eastern Time on Business Days. Sangoma's Business Days are days other than a Saturday, Sunday, federal holiday or any day Sangoma is or is required to be closed.

CONNECTIVITY MONITORING

Sangoma's StarWatch® software monitors 24x7x365 connectivity and Covered Components to ensure uninterrupted quality service. However, in the event of a voice services outage:

1. Sangoma will send a StarWatch® alert to the Subscriber and their designated Reseller about the voice outage;
2. Sangoma's StarRecovery® software will automatically deliver calls to the failover number(s) pre-configured by Subscriber;
3. Upon verification that the voice outage is unplanned, by the Subscriber or Reseller opening a ticket, Sangoma will respond within fifteen (15) minutes;
4. Sangoma will troubleshoot to identify the cause of the voice services outage, when possible, based upon the content of the request; and
5. Sangoma will resolve the voice services outage as soon as possible if traceable to Sangoma operated equipment or services; or where the problem is traceable to-Sangoma operated equipment, inform affected parties and intercede on Subscriber's behalf, where possible, to resolve the interruption.

UNLAWFUL, FRAUDULENT USE OF THE SANGOMA SERVICES AND/OR THE OPE

You agree to use Sangoma Services and/or OPE only for lawful purposes. You will not use the service and/or OPE for any unlawful, abusive, or fraudulent purpose, including, for example, using the service in a way that

1. interferes with our ability to provide service to you or other subscribers; or
2. avoids your obligation to pay for Sangoma Services.

If Sangoma has reason to believe that you or someone else is abusing the Sangoma Service or using it fraudulently or unlawfully, it may immediately suspend, restrict, or cancel the service without advance notice, leaving you responsible for all outstanding charges as well as all monthly, usage and disconnect fees associated with the service through the end of your then-current subscription term, all of which immediately become due and payable. While Sangoma encourages the use of its services within the United States to other countries, Sangoma does not presently offer or support the service to customers located in other countries. The OPE is intended for use only in the United States. If you remove the device to a country other than the United States and attempt to use the service from there, you do so at your own sole risk, including the risk that such activity violates local laws in the country where you do so. You are liable for any and all such use of the service and/or device by yourself or any person making use of the service or device provided to you and agree to indemnify and hold harmless Sangoma against any and all liability for any such use. Should removal of the device from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold harmless Sangoma against any and all liability for such violation. If Sangoma determines that you are using the service from outside of the United States, Sangoma reserves the right to terminate your service immediately and without advance notice, leaving you responsible for all outstanding charges as

well as all monthly, usage and disconnect fees associated with the service through the end of your then-current subscription term, all of which immediately become due and payable.

You agree to not participate in or assist in any fraudulent Messaging usage, in any form, by any means. Subscriber is solely responsible for all risks, expenses and liabilities arising from or relating to fraudulent Messaging usage by Subscriber, or any other person or entity directly or indirectly utilizing Messaging under Your Sangoma account. Subscriber is and will remain solely responsible for all Messaging usage, fraudulent or otherwise.

Your use of Messaging must comply with all applicable laws and any applicable CTIA Messaging Principles, which include:

1. the CTIA Messaging Principles and Best Practices, dated as of January 19, 2017, as amended, supplemented and/or superseded from time to time by the CTIA – The Wireless Association; and
2. any other similar documents or guidelines promulgated from time to time by the CTIA – The Wireless Association.

You are liable for any and all Messaging use by yourself or any person making use of the service provided to you and agree to indemnify and hold harmless Sangoma against any and all liability for any such use.

In addition to any other rights or remedies that Sangoma may have under any applicable circumstances, Sangoma, in its sole and unfettered discretion, may block any Messaging that it deems to be in violation of your Subscription Agreement, these Terms and Conditions, and/or any agreements, arrangements and/or practices of or between Sangoma and any carriers and/or other service providers. The foregoing action could cause Subscriber's telephone numbers or toll-free numbers to be blocked and/or black-listed for outbound message transmission. As Sangoma does not control blocked or black-listed number, Sangoma does not guarantee removal from any black-listed or blocked status. Sangoma may block at any time any messages deemed by Sangoma or its underlying carrier in their reasonable discretion, to jeopardize their networks' integrity. If Sangoma blocks any messages pursuant to this section, commercially reasonable attempts will be made to notify Subscribers in advance of such blockage; provided, however, Sangoma will be under no obligation to provide any such notification and failure to do so shall not constitute a breach of any agreement with you. Subscriber acknowledges and agrees that messages to or from Subscriber may be blocked by carriers or other service providers for reasons known or unknown to Sangoma; Sangoma is under no obligation to investigate or remedy any such blockage. Sangoma does not guarantee delivery, regardless of the reason, of any messages.

THEFT OF SERVICE

You agree to notify Sangoma immediately, via email to reportfraud@Sangoma.com or by phone at 941.234.0001 if the OPE is stolen or if you become aware at any time that your service is being stolen or fraudulently used. You must provide your account number and a detailed description of the circumstances of the OPE theft or fraudulent use of service. Failure to do so in a timely manner may result in the termination of your service (with your liability for all monthly, usage and disconnect fees associated with the Service through the end of your then-current subscription term, all of which immediately become due and payable.) Until such time as Sangoma receives notice

of the theft or fraudulent use, you will be liable for all use of the service using an OPE stolen from you and any and all stolen service or fraudulent use of the service.

OWNERSHIP AND RISK OF LOSS

You shall be deemed the owner of the OPE, except for rented equipment, and bear all risk of loss of, theft of, casualty to or damage to the OPE, from the time it leaves Sangoma's location until the time (if any) when it is returned by you pursuant to these Terms and Conditions and has been received by Sangoma. Risk of loss passes to you at the time of shipment. Title passes, except for rented equipment, to you at the time of shipment.

REASONABLE AND FAIR USE POLICY (UNLIMITED LONG DISTANCE)

Sangoma's unlimited domestic Long Distance is to be used for live dialog between human beings (no machine to machine calling) for normal business purposes and excludes calls to other non-US state territories, for international calling, as found on sangoma.com/legal under the heading International Termination Rates - BV (unless subscribed to by Subscriber for an additional fee or based on the subscription tier on selected bundled packages). Unlimited Domestic Long Distance is assigned to one call path.

In addition to other prohibited uses, Sangoma's unlimited domestic Long Distance may not be used for:

1. mass call-in/call-out lines such as automatic call distribution ("ACD") systems, call centers, "hotlines," "contest lines," 900 numbers (which are always prohibited by Sangoma), political or fundraising campaigns, Subscriber support or inbound or outbound sales support applications;
2. auto-dialing or "predictive" dialing or other systems that use any method to automatically attempt to saturate call signaling or call paths;
3. spamming or blasting (e.g., simultaneously sending 20 or more bulk and/or junk voicemail or faxes); or
4. trunking or forwarding your Sangoma number to another phone number(s) or phone system capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system.

Total use cannot exceed the lesser of (a) 100,000 minutes of Domestic Long Distance per month per Subscriber; (b) 3,000 minutes of domestic Long Distance per month per call path (or 1,000 minutes of domestic Long Distance per month for unlimited standard and unlimited courtesy extensions, as applicable); or (c) 300% of the use per call path per Subscriber compared to all other Sangoma subscribers' domestic Long Distance usage, as measured over a rolling calendar quarter. Overages are charged at $0.046/per minute billed in six-second increments. These 3,000 minutes may also cover some specific international destinations based on the subscription tier on selected bundled packages.

Upon Subscriber's failure to comply with the above restrictions, Sangoma reserves the right to suspend or terminate the Sangoma Services.

REASONABLE AND FAIR USE POLICY (SANGOMA SMS® AND MESSAGING)

Sangoma and Sangoma SMS® support delivery of Messaging using ten-digit phone numbers, receipt of domestic and international SMS, and receipt of domestic MMS and, depending on edition and/or user bundle(s) to which subscribed, includes a number of outbound SMS, outbound MMS, and inbound MMS as per the "Reasonable and Fair Use Policy for Sangoma SMS and or Messaging" table on the Sangoma website.

Upon Subscriber's failure to comply with the posted restrictions, Sangoma reserves the right to suspend or terminate the Sangoma Service. Sangoma will not immediately disrupt Service for what Sangoma, in its sole discretion, deems to be moderate fluctuations in monthly volume that exceed of the number of included messaging type. Sangoma reserves the right to analyze usage on a rolling basis at any time. Such analysis will look at volume for the immediately prior three months. Monthly average usage above the amounts provided in this Fair Use Policy may result in a number of actions being taken by Sangoma, including but not limited to:

1. Requiring Subscriber to upgrade to a plan that includes more Messaging (if available);

2. Restricting Subscriber to the number of included messages by preventing sending/receiving messages for the remainder of the billing period once the limit of included messages has been reached; or

3. Suspending or terminating the Sangoma SMS® and/or Messaging Service.

PROHIBITED USES OF SERVICE

You are expressly prohibited from reselling or transferring the service or Sangoma Equipment to any other person for any purpose. In addition, you are expressly prohibited from using the Sangoma Services for auto-dialing from a database of numbers for telemarketing purposes without receiving advance written permission from the called parties, robo-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal business usage patterns. Auto-dialing of calls to wireline numbers for informational purposes, debt collection calls, political campaigning, calls from health care providers, messages from charities, and market research, or polling is not a prohibited use of the Sangoma service.

If Sangoma determines, in its sole and absolute discretion, that you are reselling or transferring the service or that your service is being used for any of the Prohibited Uses, Sangoma reserves the right to immediately terminate the service without advance notice, leaving you responsible for all outstanding charges as well as all monthly, usage and disconnect fees associated with the service through the end of your then-current subscription term and to assess additional charges for each month in which excessive usage occurred, all of which immediately become due and payable.

When using StarCenter® and/or Sangoma CX, You will not provide and will not permit any end-user to provide: (a) content that contains sensitive personal information including but not limited to social security numbers, driver's license numbers, geolocation data, personal characteristics, behavior, religious or political convictions, sexual preferences, genetic or biometric data, employment data, education data, financial information including cardholder data, or protected health information; or (b) adult content.

You agree to use, and not permit any end-user to use Sangoma Services and the Sangoma Equipment only for lawful purposes and in accordance with all laws, rules, regulations, ordinances and orders, including those applicable to robocalls and caller identity spoofing.[2] This means that you agree not to use the Sangoma Services and/or Sangoma Equipment for placing a call, or transmitting or receiving any communication or material of any kind when, in Sangoma's sole and absolute judgment, the placing of the call, the transmission, receipt or possession of such communication or material would (i) violate any applicable law, rule, regulation, ordinance or order, including those applicable to robocalls and caller identity spoofing; (ii) constitute a criminal offense, or give rise to civil liability, or (iii) encourage conduct that would constitute a criminal offense, or give rise to civil liability.

Additionally, You agree that You will not use, and will not permit any end-user to use, the Sangoma Services to:

1. Build or benchmark a competitive product or service, or copy any features, functions or graphics of the Sangoma Services;
2. Transmit any material that may infringe the intellectual property or other rights of third parties;
3. Post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of said proprietary rights;
4. Communicate any message or material that is harassing, defamatory, libelous, threatening, obscene, indecent, or does or would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense. This includes, but is not limited to displays of nudity, violence, pornography, sexually explicit material, or criminal activity;
5. Engage in any activity that is fraudulent, false, or misleading;
6. Upload or transmit any software, content or code that does or is intended to harm, disable, destroy, or adversely affect performance of the services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Sangoma and/or other users;
7. Send unauthorized messages, advertising or spam, including unsolicited promotional or commercial content or other mass solicitation material;
8. Misrepresent a user's identity or affiliation with any entity or organization, or impersonate any other person;
9. Collect, harvest, or gather user data without consent of both the user and Sangoma;
10. Violate the privacy of others or distribute confidential or personal information of third parties without their express advance written consent; and/or
11. Engage in any activity that is or is intended to be harmful or disruptive to the Sangoma Services and/or Sangoma Equipment and/or attempts to circumvent restrictions on access, usage, or security of the Sangoma Services, including but not limited to transmitting viruses, malware or other malicious or destructive code or using tools to mask IP address location or to otherwise circumvent restrictions on use.

[2] Caller identity spoofing is when a caller deliberately falsifies the information transmitted to the recipient's caller ID display to disguise their identity.

Sangoma's AI Services are subject to additional acceptable use policies. Subscriber and its End Users may not use the AI Services for any of the following purposes: (a) sending unsolicited commercial calls or messages in violation of the TCPA, CASL, or any applicable law; (b) except for legitimate and legal cases, such as dynamic number substitution, enterprise routing and other legal purposes, transmitting calls or messages using false, spoofed, or misleading caller identification information; (c) operating predictive dialers, auto-dialers, or blast dialing campaigns in a manner that violates applicable law; (d) processing or transmitting content that is known to be fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise unlawful; (e) impersonating any person, business, or government entity in calls or messages; (f) knowingly facilitating any scheme to defraud called parties; (g) generating call volumes in violation of the documented limits imposed by Sangoma, including the following "Platform Limits", as may be updated by Sangoma at any time in its sole discretion, which shall constitute network abuse, or use that materially degrades performance for other Sangoma subscribers: (i) total concurrent calls: Twenty Five (25) per End User Tenant; (ii) outbound concurrent calls: configurable by End User Tenant, up to Ten (10) concurrent paths per End User Tenant; (iii) prompt length exceeding standard business use for conversational traffic as determined by Sangoma; and (iv) maximum call duration: sixty (60) minutes per call; (h) circumventing any technical limitations, rate limits, or concurrency controls imposed by Sangoma, including any Platform Limits described herein; (i) using AI Services in any manner that violates applicable telecommunications regulations including without limitation FCC regulations, CRTC regulations, or applicable state or provincial telecommunications rules; or (j) cloning, synthesizing, or replicating any person's voice without that person's explicit prior written consent. Sangoma upstream providers of AI Services shall have no liability to Subscriber, except where required by law.

Sangoma reserves the right to terminate your service immediately and without advance notice if Sangoma, in its sole and absolute discretion, concludes that you have violated the above restrictions, leaving you responsible for all outstanding charges as well as all monthly, usage and disconnect fees associated with the Service through the end of your then-current subscription term, all of which immediately become due and payable. You are liable for any and all use of the service and/or the OPE by yourself and by any person making use of the service or device provided to you and agree to indemnify and hold harmless Sangoma against any and all liability for any such use. If Sangoma, in its sole and absolute discretion, concludes that you have violated the above restrictions, Sangoma may forward the objectionable material, as well as your communications with Sangoma and your PII (personally identifiable information) to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

COPYRIGHT / TRADEMARK / UNAUTHORIZED USAGE OF DEVICE, FIRMWARE OR SOFTWARE

The Sangoma Service and Sangoma Equipment and any firmware or software used to provide the service or provided to you in conjunction with providing the Service, or embedded in the OPE, and all services, information, documents and materials on Sangoma's website and portal are protected by trademark, copyright, patent and other intellectual property laws and international treaty provisions. All websites, portals, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Sangoma are and shall remain the exclusive property of Sangoma and nothing in these Terms and Conditions shall grant you the right or license

to use any of such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the service or provided to you in conjunction with providing the service, or embedded in the OPE, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with these Terms and Conditions. You expressly agree that the OPE is exclusively for use in connection with the Service and that Sangoma will not provide any passwords, codes or other information or assistance that would enable you to use the OPE for any other purpose. If you elect to use the service through an interface device not provided by Sangoma, which Sangoma generally prohibits, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the service and you will indemnify and hold harmless Sangoma against any and all liability arising out of your use of such interface device with the service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

Microsoft® is a registered trademark of the Microsoft Corporation, used in accordance with https://www.microsoft.com/en-us/legal/intellectualproperty/trademarks/usage/general.aspx.

Sangoma does not obtain any intellectual property rights in content submitted, posted, or displayed through the use of Sangoma Services.

DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICES

Certain materials transmitted and/or displayed via the Applications are from third parties not within Sangoma's control. Sangoma is under no obligation to, and does not, scan such third-party Content used in connection with the Applications for the inclusion of illegal or impermissible content. However, Sangoma respects the copyright interests of others and, as a policy, does not knowingly permit usage of materials that infringe another party's copyright.

If you believe any materials on the Applications infringe a copyright, Subscriber can submit a written notice to Sangoma that at a minimum contains:

- A physical or electronic signature (i.e., "/s/ (print name)") of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- Identification of the work(s) claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site and a statement of ownership of such work(s);

- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

- A statement, under penalty of perjury, that the information in the notification is accurate and that the complaining party are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and

- Include the following statement: "I have good faith belief that the use of the copyrighted materials described above and contained on the service is not authorized by the copyright owner, its agent or protection of law."

All DMCA notices should be sent to Sangoma's designated agent as follows:

Designated Agent for

Sangoma Communications, LLC
301 N. Cattlemen Road, Suite 300
Sarasota, FL 34232
Tel: +1941.234.0001
Email: Legal@Sangoma.com

Sangoma may, in appropriate circumstances and at its discretion, terminate the account or access of users who infringe the intellectual property rights of others.

TAMPERING WITH THE OPE OR THE SANGOMA SERVICES

The OPE will be configured for your exclusive use of the Sangoma Services on your chosen broadband connection. Unless expressly authorized to do so by Sangoma, you shall not tamper with the OPE, modify its configuration or try to directly access it in any way. You agree not to change the electronic serial number or equipment identifier of the device, or to perform a factory reset of the device, without express permission from Sangoma. Sangoma reserves the right to terminate your service should you tamper with the OPE, leaving you responsible for all outstanding charges as well as all monthly, usage and disconnect fees associated with the Service through the end of your then-current subscription term, all of which immediately become due and payable. You agree not to hack or disrupt the service or to make any use of the service that is inconsistent with its intended purpose or to attempt to do so.

CANCELLATION OF SERVICE

By you:

1. If you cancel your service before the end of your then-current subscription term, you will be charged for all outstanding charges as well as all monthly, usage and disconnect fees associated with the service through the end of your then-current subscription term, all of which immediately become due and payable;
2. Any service deposits held by Sangoma on your behalf will be refunded; and
3. Sangoma will charge your credit card for all remaining outstanding charges.
4. The Subscription Agreement and associated Star System Components will automatically renew for successive one-year terms unless canceled in writing by Subscriber by providing

at least thirty (30) days of notice of termination, not less than sixty (60) days but not more than one hundred twenty (120) days before the end of the initial Term or any renewal Term.

By Sangoma:

1. Sangoma reserves the right to discontinue its service, cancel your account, and/or block your access to the Sangoma network, without incurring any liability, immediately and without notice if Sangoma deems that such action is necessary to prevent or to protect against fraud or to otherwise protect Sangoma's personnel, agents, facilities, or services. Without limitation, Sangoma may take such actions if:
    a. You refuse to furnish information or furnish false information that (i) is essential for billing; or (ii) pertains to your creditworthiness, your past or current use of common carrier communications service, or your planned use of such service;
    b. You indicate that you will not comply with a request for security for the payment of services;
    c. Your service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or possible fraud;
    d. You have been given notice by Sangoma of any past due amount (which remains unpaid, in whole or in part) for any of Sangoma's or an affiliated carrier's service to which you either subscribe or had subscribed or used;
    e. You either refuse to pay when billed for service or indicate to Sangoma or an entity billing on Sangoma's behalf that you do not intend to pay for service used by you;
    f. You use, or attempt to use, the service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making connections to the service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or devices;
    g. You act, or fail to act, in a manner that hinders or frustrates any investigation by Sangoma or others having the legal authority to investigate your legal obligations;
    h. You were previously provided with notice of breach of contract, took corrective action, but thereafter engage in the same breach activity;
    i. You act in a manner that is threatening, obscene, harassing, or abusive to Sangoma personnel; or
    j. Sangoma is required to do so to comply with, or due to termination of one of Sangoma’s underlying carrier agreements.

2. Sangoma reserves the right to discontinue its service, cancel your account, and/or block your access to Sangoma's network, without incurring any liability, immediately upon written notice to you if:
    a. Any invoice charges remain outstanding and owed by you after the 30th day from the date of the invoice notifying you of the charges; or
    b. You fail to comply with a request by Sangoma for security for the payment for services.
3. 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. You agree that Sangoma will not be liable to you 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 you with a credit, refund, discount, or another form of consideration. Sangoma may provide you with 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 you, including posted to Sangoma's website, sent to you via email, or included as a message on your recurring invoice from Sangoma. Upon providing notification, You agree to reasonably work with Sangoma to facilitate End-of-Life modifications impacting your Sangoma Services and/or Sangoma Equipment. If you fail to comply with Sangoma's reasonable End of Life requirements, Sangoma reserves the right to suspend or terminate your Sangoma Services.

4. In the event of the discontinuance of the service by Sangoma pursuant to these provisions, you will be charged for all outstanding charges as well as all monthly, usage and disconnect fees associated with the Service through the end of your then-current subscription term, all of which immediately become due and payable.

5. Any service deposits held by Sangoma on your behalf will be refunded.

6. Sangoma will charge your credit card for all remaining outstanding charges.

BILLING AND PAYMENT FOR THE SANGOMA SERVICES

Sangoma's billing procedures provide for the delivery of monthly bills in electronic format and for payment by credit/debit card or by ACH transfer via SangomaPay®. Once your Sangoma account has been established, you will be sent an email activation code to SangomaPay ®with a registration link. You can directly register and establish your electronic wallet to pay by credit/debit card or by ACH and establish an AutoPay Authorization for automatic payment of invoices. You will register under your Parent Customer ID and have access to all locations under your Agreement, if applicable.

Check payers are also requested to register on SangomaPay® to access their billing and payment history. If You elect to remit payment by phone, a separate $19.99 per payment administrative fee will be added at the time payment is made. Any such pay-by-phone administrative fee is in addition to any Invoice Processing and Payment Fee discussed herein.

Sangoma's invoices will reflect the following charges depending on your Subscription Agreement and actual usage:

1. a monthly service fee for your Sangoma Services;
2. usage in excess of the included and any pre-purchased number of minutes (local and domestic long distance) as allocated by your plan per month, charged at $0.046 per minute billed in six-second increments (including any minutes used in connection with StarFax®);
3. line demand in excess of your allocated number of lines ("Line-burst") charged at $0.25 per minute (including StarFax™ usage) rounded up;
4. inbound toll-free service in excess of the pre-purchased number of minutes, if any, charged at $0.03 per minute billed in sixty-second increments (including StarFax™ usage), rounded up;
5. Fax usage will be billed or included based on selected user bundle.

6. 411 calls and other ELS calls charged on a per minute usage basis at then-current rates (including StarFax® usage);
7. charges for all other services subscribed to and provided for in the Subscriber Agreement or actually used at any time during the billing cycle at the then current rate(s), such as toll-free numbers, out of area numbers, additional DID (direct inward dial) usage, and unpublished numbers, etc.;
8. any shipping or handling charges; and
9. all applicable Taxes and Fees.

You may incur charges or be required to order a different type of service plan if you change your phone number after your Sangoma Service has been activated.

For purposes of determining charges on your invoice, a local call is defined as any call made inbound or outbound that is within 40 miles of the central office of the primary phone number of the Sangoma location as determined by Vertical and Horizontal (V&H) Coordinates. A long distance call is defined as an outbound call to a phone number located within a central office that is greater than 40 miles from the central office of the primary phone number of the Sangoma location, as determined by Vertical and Horizontal (V&H) Coordinates. An out-of-area phone number is defined as a phone number located within a central office that is greater than 40 miles from the central office of the primary phone number of the Sangoma location, as determined by Vertical and Horizontal (V&H) Coordinates.

Sangoma will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which Sangoma decides to bill in arrears) to your credit card, including but not limited to: activation fees, monthly service fees, international usage charges, 411 and ELS charges, advanced feature charges, equipment purchases, disconnect fees and shipping and handling charges. Sangoma reserves the right to bill at more frequent intervals if the amount due at any time exceeds $50.00. Any usage charges will be billed in increments that may be rounded up to the nearest minute except as otherwise set forth in the rate schedules found on Sangoma's website.

Sangoma shall have the sole discretion and flexibility to apply any payments or other money received from a subscriber against any invoices or other amounts due and owing to Sangoma or any of its affiliated entities by that subscriber.

COMMENCEMENT OF BILLING

Monthly billing commences upon applicable services being Enabled and Available for use at a location.

1. Voice Services and/or Messaging. Once your services are provisioned, installed, and functioning (able to make outgoing calls or send Messages or receive incoming calls or Messages on a temporary or new DID, or actual Subscriber ported TN) at the applicable location, Sangoma will begin monthly billing for the services (we refer to this as "Enabled and Available" for use).

2. SD-WAN Service. For new locations, Sangoma will begin monthly billing for SD-WAN services upon the commencement of Voice and/or Messaging Services. For additional locations, Sangoma will begin monthly billing upon the execution of the order for SD-WAN Services. .

3. 4G LTE Failover Service. For new locations, Sangoma will begin monthly billing for 4G failover Services upon the commencement of Voice and/or Messaging Services. For additional locations, Sangoma will begin monthly billing upon the execution of the order for 4G LTE Failover Services.

4. Connected Workspace. For all Connected Workspace users, billing will begin immediately upon provisioning of each user as reflected in the Connected Workspace Portal. Such billing shall not be prorated for any partial billing periods. Connected Workspace provisioning shall not count towards the date a location is Enabled and Available for use unless the applicable quote or order is for Connected Workspace services only (i.e., no other Sangoma Services such as Voice Services are included in the quote or order; only Connected Workspace services are quoted/ordered), in which case the Enabled and Available for use date is determined by the date the first Connected Workspace user is provisioned as evidenced in the Connected Workspace Portal. For quotes or orders that include additional Sangoma Services (i.e., Voice Services, etc.), Connected Workspace shall not apply for an Enabled and Available for use date.

5. Other Services. For all Other Services (as defined below), billing will begin immediately upon provisioning of the first user or activation of the first license. Such billing shall not be prorated for any partial billing periods. Provisioning of Other Services shall not count towards the date a location is Enabled and Available for use unless the applicable quote or order is for Other Services only (i.e., no Sangoma Services, such as Voice Services, are included in the quote or order; only Other Services are quoted/ordered), in which case the Enabled and Available for use date is determined by the date the first user is provisioned or first license activated. For quotes or orders that also include Sangoma Services (i.e., Voice Services, etc.), Other Services shall not apply for an Enabled and Available for use date.

For purposes of these Terms and Conditions, "Other Services" includes: Sangoma Meet and SmartOffice.

For Subscription Agreements with an Effective Date of December 3, 2021 or later, locations (including Additional Locations) will be deemed Enabled and Available for use at the earlier of sixty (60) days[3] after the Effective Date (or the date of accepting the Additional Location Order) or as described above in this section.

ACCORD AND SATISFACTION

No payment by you or receipt by Sangoma of an amount less than the invoiced amount shall be deemed to be other than on account. No endorsement or statement on any check, or in any letter

[3] In the event the sixtieth day falls on a non-Business Day, the Enabled and Available for Use date shall be the next Business Day.

accompanying any check or payment shall be deemed an accord and satisfaction, and Sangoma may accept such check or payment without prejudice to Sangoma's right to recover the balance due or pursue any other remedy provided in these Terms and Conditions.

PRICE CHANGES AND OTHER MODIFICATIONS
Notwithstanding any terms to the contrary in any Sangoma materials, Sangoma may change the prices and charges for Sangoma Services and/or international calling and/or 411 and ELS services from time to time. We may decrease prices without providing advance notice. Increases to the prices or charges for the service and/or other charges are effective no sooner than fifteen days after we post them on our website. Increases to the Administrative and Regulatory Recovery Fee, which is associated with our costs relating to government programs, federally or state-imposed regulations, regulatory compliance, or similar requirements applicable to Sangoma, among other things, are effective no sooner than three (3) days after we post the increases on our website.

If you choose to add additional Sangoma Services or equipment after the commencement date of your first location, all additional Sangoma Services and equipment must be purchased through Sangoma. If such equipment is not purchased through Sangoma, you understand that Sangoma may refuse to add this equipment to your agreement.

"PROMOTIONAL" MONTHS; DEFERRED PAYMENTS. Sangoma, from time to time, may offer Subscribers promotions and/or special payment plans ("Promotional Months") under which the payment of Subscribers' monthly recurring charges are deferred for one or more months, as determined in Sangoma's sole discretion. In exchange for the Promotional Months, Subscribers agree to extend the Term of their Subscription Agreements by the number of Promotional Months provided by Sangoma. For example, if two Promotional Months are offered, Subscriber's operative Term will extend by two months.

CHARGES AND BILLING
Charges accrue through a full billing period. To determine the charge for each international call, we may round up to the next full minute for any fraction of minutes used. We will determine the format of the bill and the billing period, and we may change both the bill format and the billing period from time to time.

STORAGE OF RECORDED CALLS & IVR FILTER CONTENT
For those Subscribers that have licensed Sangoma's StarCenter® and/or Sangoma CX and purchased call recording, Sangoma stores those calls you choose to record. Except when subscribing to Sangoma's unlimited call recording feature, each call agent license includes 17 GB of cumulative storage with the storage pooled among all licensed agents of Subscriber. Sangoma samples the cumulative storage usage once per day for each StarCenter® and/or Sangoma CX Subscriber and the daily average over the monthly billing cycle determines the total cumulative storage used for that billing cycle. If the daily average exceeds the total number of pooled GBs in any billing cycle, an overage charge of $0.25 per GB (rounded up to the next GB) will apply for that billing cycle and will be invoiced in arrears to Subscriber. Subscriber's system administrator can delete or download calls stored by Sangoma to Subscriber's system at no charge and without assistance from Sangoma. Please see the StarCenter® and/or Sangoma CX Configuration Guide for information on deleting or downloading those calls being stored by Sangoma.

For those Subscribers that have licensed Sangoma's StarCenter® and/or Sangoma CX and purchased IVR Builder, Sangoma stores the content provided therefrom for up to three (3) days. Please see the StarCenter® and/or Sangoma CX Configuration Guide for information on deleting or downloading IVR Builder related content being stored by Sangoma.

Sangoma will continue to store Subscriber's above-referenced call recordings for fourteen (14) days following the cancellation of Subscriber's Agreement and/or call recording election. If Subscriber requests Sangoma to maintain call recordings for a longer amount of time, it must inform Sangoma in writing within the fourteen (14) day period and Sangoma will specify if and how such recordings will be maintained and the associated charges.

Sangoma will continue to store Subscriber IVR Builder-related content for up to three (3) days following the cancellation of Subscriber's Agreement and/or IVR Filter election.

Sangoma shall not be liable to Subscriber or any third party for damages arising out of or in any way related to loss of data or recordings.

FAILURE TO PAY

Upon advance notice, we may suspend, restrict, or cancel the service, if you do not make payments for current or prior bills by the required due date. Service suspension or cancellation may result in your loss of the number associated with the service if amounts due are not paid and ported out.

The failure of Sangoma to require or enforce strict performance by you or any provision of the Subscription Agreement or to exercise any right under the Subscription Agreement shall not be construed as a waiver or relinquishment of Sangoma's right to assert or rely upon any such provision or right in that or any other instance. Sangoma may choose to enforce certain portions of the Subscription Agreement more strictly against certain subscribers than it does against subscribers in general, and such disparate treatment shall not be a defense to any action brought by Sangoma to enforce the terms of or exercise any right under the Subscriber Agreement.

LATE PAYMENT CHARGE & BILLING DISPUTES

Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of our rights to collect the full amount of your charges for the service. You must notify Sangoma in writing within seven days after receiving your credit card statement if you dispute any Sangoma charges on that statement or such dispute will be deemed waived. Billing disputes should be directed to Sangoma via email at billing@Sangoma.com.

You agree to reimburse us for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through your credit card, we will charge you an additional $25.00. If the state law where you receive the service requires a different fee, we will charge you that amount.

TAXES AND FEES

You are responsible for, and shall pay, any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees

or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for Sangoma Services or the Sangoma Equipment. Such taxes, fees and/or charges, may include but not be limited to, federal and state Universal Service Fund Fees, and other federal, state or local mandated taxes, fees and surcharges based on jurisdiction, for example, use, excise and e911 charges, as well as any compliance and/or Administrative and Regulatory Recovery Fee. Such amounts are in addition to payment for the service or devices and will be invoiced as set forth in these Terms and Conditions. If you are exempt from payment of certain taxes, you must provide Sangoma with an original certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date, Sangoma receives such certificate.

RIGHT TO ACT

Upon Subscriber's failure to perform any of its duties required by these Terms and Conditions, Sangoma may, but shall not be obligated to, perform any or all such duties, including payment of any tax, assessment, or insurance and other charges or expenses as provided herein. Subscriber shall reimburse Sangoma an amount equal to the cost paid plus a 10% administrative fee.

CREDIT ALLOWANCES FOR INTERRUPTION OF SANGOMA VOICE SERVICE

Sangoma guarantees 99.999% network reliability for voice services as outlined in this section. Subscriber's exclusive remedy under this guarantee is that Sangoma shall provide a 200% credit to Subscriber's account for the duration of any outage if the cause of a voice service interruption is traced to Sangoma network; more than fifteen percent (15%) of Subscriber's phones are affected by the interruption; and the interruption exceeds 26 seconds duration (less than 99.999% monthly uptime). The credit shall be calculated by dividing the duration of the outage in seconds (less 26 seconds) by the total seconds in the month times the total fixed recurring service charge (exclusive of equipment, maintenance, Taxes and Fees) times two. Subscribers may request credit for outages by emailing support@Sangoma.com, by dialing *2* (Sangoma as spelled out on your Sangoma phone by dialing the * and 2 keys) or calling 844-302-STAR (7827). Credit must be requested within seven (7) days of the applicable outage to be eligible. The credit shall be applied to the next billing cycle invoice.

Please be aware that SD-WAN service, 4G LTE Failover, Video Meetings, Connected Workspace, Chat Messaging, Messaging, and softphone applications are not considered part of the Sangoma voice services network and therefore are not covered by this network reliability guarantee.

CREDIT ALLOWANCES FOR INTERRUPTION OF SD-WAN SERVICE

Sangoma guarantees 99.999% network availability for SD-WAN service as outlined in this section.

99.999% availability guarantee for SD-WAN services shall apply where the following requirements are met:

1. SD-WAN hardware is powered by an uninterruptible power supply and kept in a climate controlled location appropriate for computer equipment;

2. The SD-WAN location has a minimum of three (3) internet ISP circuits from three (3) different internet providers delivered on three (3) different physical WAN mediums connected to the software. All three (3) internet circuits must be operational and free of persistent alarms within preceding 24 hours before any outage;

3. Subscriber proactively monitors and troubleshoots any issues with the internet circuits to resolve any persistent alarms; and

4. The Subscriber's SD-WAN service is deployed with either (i) high availability or (ii) warm-standby option at the location.

The SD-WAN service availability guarantee includes connectivity across Subscriber's underlying internet circuits at location. "Availability" means:

1. Sangoma datacenter based gateway clusters are operational so the Subscriber hardware running the SD-WAN software can connect;

2. Subscriber hardware running the SD-WAN is operational; and

3. Subscriber hardware running the SD-WAN software is remotely reachable through the SD-WAN service and is capable of passing Subscriber traffic.

Subscriber's exclusive remedy for any Sangoma caused SD-WAN outage is repair of service and credit for the outage period. Sangoma shall provide a 200% credit to Subscriber's account for the duration of the outage. Sangoma will not incur any liability to Subscriber for outages beyond Sangoma reasonable control, including, but not limited to: disruption of issues on Subscriber's local network, issues with Subscriber's non-Sangoma provided internet connections, issues caused by Subscriber provided hardware or software, disruptions of power, erroneous configuration changes made by Subscriber, Force Majeure Events, or other non-compliance with other provisions of these Terms and Conditions. Subscribers may request credit for outages by emailing support@Sangoma.com, or calling 844-302-7827. Credit must be requested within seven (7) days of the applicable outage to be eligible.

The credit shall be calculated by dividing the duration of the eligible outage in seconds (less 26 seconds) by the total seconds in the month times the total applicable fixed recurring service charge (exclusive of equipment, maintenance, Taxes and Fees) times two. Each of Subscriber's locations may be eligible for multiple credits in a month, however the sum of all monthly credits is not to exceed 100% of the monthly fixed charge of the applicable service. The credit shall be applied to the next billing cycle invoice.

Please be aware that Sangoma and its vendors are continually upgrading and maintaining the SD-WAN network to ensure optimal performance. Maintenance is done with consideration of the potential impact to Subscribers. Periods of lost connectivity during planned maintenance for which notice is given are not eligible for credit as outlined above.

CREDIT ALLOWANCES FOR INTERRUPTION OF CONNECTED WORKSPACE SERVICE

Sangoma guarantees 99.99% service availability for Connected Workspace service as outlined in this section. The 99.99% availability guarantee for Connected Workspace services shall apply where the following requirements are met:

1. Subscriber proactively monitors and troubleshoots any issues with the internet circuits to resolve any persistent alarms;

2. Subscriber proactively monitors and troubleshoots any issues with the local area network to resolve any connectivity issues impacting the local computer;

3. All of Subscriber's hardware peripherals, including but not limited to printers, scanners (document, bar code, etc.), USB hubs, and industry unique peripherals (CAD Boards, etc.) are identified as being supported here;

4. Microsoft® Azure services are available and not offline or in an outage status; and

5. Citrix® Cloud services are available and not offline or in an outage status.

The Connected Workspace service availability guarantee includes connectivity across Subscriber's underlying internet circuits at the affected location. "Availability" means:

1. Sangoma datacenter based gateway clusters are operational so the Subscriber hardware running the SD-WAN software can connect;

2. Sangoma DNS services are available allowing Subscriber end-users using DNS to resolve https://Sangoma.cloud.com;

3. Subscriber's end-users, when using an authorized user account with the appropriate credentials, can authenticate to Sangoma.cloud.com; and

4. Subscriber's end-users are presented with a desktop or application and upon clicking said desktop or application Sangoma systems connect the user to that remote computing resource.

Connected Workspace service does not include support for "thin" or "zero" clients; no availability guarantee applies when such devices are used.

Subscriber's exclusive remedy for any Sangoma caused Connected Workspace outage is repair of service and/or credit for the outage period. Sangoma shall provide a 100% credit to Subscriber's account for the duration of the outage. Sangoma will not incur any liability to Subscriber for outages beyond Sangoma reasonable control, including, but not limited to: disruption of issues on Subscriber's local network, issues with Subscriber's non-Sangoma provided internet connections, issues caused by Subscriber provided hardware or software, disruptions of power, erroneous configuration changes made by Subscriber, erroneous configuration changes made by upstream

providers used by Sangoma to provide the service, Force Majeure Events, or other non-compliance with other provisions of these Terms and Conditions. Subscribers may request credit for outages by emailing support@Sangoma.com, by dialing *2* (Sangoma as spelled out on your Sangoma phone by dialing the * and 2 keys) or calling 844-302-STAR (7827). Credit must be requested within seven (7) days of the applicable outage to be eligible.

The credit shall be calculated by dividing the duration of the eligible outage in seconds (less 4.38 minutes) by the total seconds in the month times the total applicable fixed recurring service charge (exclusive of equipment, maintenance, Taxes and Fees). Each of Subscriber's locations may be eligible for multiple credits in a month, however the sum of all monthly credits is not to exceed 100% of the monthly fixed charge of the applicable service. The credit shall be applied to the next billing cycle invoice.

Please be aware that Sangoma and its vendors are continually upgrading and maintaining the Connected Workspace service to ensure optimal performance. Maintenance is done with consideration of the potential impact to Subscribers. Periods of lost connectivity during planned maintenance for which notice is given are not eligible for credit as outlined above.

CONSUMER PRICE INDEX ESCALATION AND SERVICE FEES

Upon each anniversary of the Commencement Date, Sangoma shall review the change in the Consumer Price Index (CPI-U, U.S. city average, all items, 1982-1984=100) (the "Index") as published by the U.S. Bureau of Labor Statistics, over the prior twelve (12) months (or such period as close as possible given the dates on which the CPI-U is published).

Such review shall be made by subtracting the Index in effect as of the previous anniversary date (or commencement date when such review is made at the first anniversary) ("Base CPI"), from the Index published as close to the anniversary date ("Current CPI") as possible. The resulting difference is then divided by the Base CPI. If the quotient (the "Factor") is .03 or greater, then Sangoma shall have the right to adjust going forward all Sangoma recurring charges as of the anniversary date by multiplying the recurring charges by the "Index Ratio" which is equal to the Factor plus one (1).

If the Factor is .03 or greater in any year, all subsequent increases to the Index as of the anniversary date, regardless of amount, shall be used to determine the "Adjusted Factor." Sangoma shall have the right to adjust going forward all Sangoma recurring charges as of each anniversary date by multiplying the original recurring charges (as determined prior to any adjustment under this provision) by the "Adjusted Index Ratio," which is equal to the Adjusted Factor plus one (1). The determination of the Factor, Adjusted Factor, and related Index Ratios is represented by the following formulas:

$F = (A - B)/B$ $AF = ((A - B)/B) + F$ $IR = F+1$ $AIR = AF + 1$

Where:

A = Current CPI	F = Factor	IR = Index Ratio
B = Base CPI	AF = Adjusted Factor	AIR = Adjusted Index Ratio

Example 1: Base CPI is 215.693 and the Current CPI is 217.965. The Factor is .011. Since the Factor is less than .03, no adjustment is made to the recurring charges.

Example 2: Base CPI is 217.965 and the Current CPI is 225.722. The Factor is .036. Given that the Factor exceeds .03, the original recurring charges are multiplied by the Index Ratio of 1.036 to determine the new recurring charges going forward.

Example 3: Same facts as Example 2 but on the next anniversary the Current CPI is 229.478. The Adjusted Factor becomes .052 [((229.478-225.722)/225.722) +.036] and the original recurring charges are multiplied by the Adjusted Index Ratio of 1.052 to determine the new recurring charges going forward.

No adjustment shall be made to the recurring charges until the Index has increased by 3% or more between anniversary dates. Sangoma reserves the right to adjust all non-recurring charges using the same calculations.

In the event that the Index is unavailable as of the anniversary date, you are to continue to timely pay all Sangoma recurring charges until the Index is available. Once available, the calculation shall occur to determine if the Sangoma recurring charges are subject to escalation in accordance with this section. If there is an escalation, you agree to make a retroactive payment to Sangoma equal to the difference between

1. the escalated Sangoma recurring charges due from the anniversary date until the date such increase was finally computed; and
2. the Sangoma recurring charges actually paid by you from the anniversary date until the date such increase was finally computed.

No subsequent adjustments or re-computations, retroactive or otherwise, shall be made due to any revision that may later be made to the first published figure of the Index for any month.

In no event shall the Sangoma recurring charges decrease as a result of a change in the Index.

Any delay or failure of Sangoma in computing or billing you for an escalation in the Sangoma recurring charges as permitted by this section shall not constitute a waiver of or in any way impair your obligation to pay any portion of the escalation.

Your obligation to pay escalated Sangoma recurring charges shall continue and shall cover all periods up to the last date of the Subscription Agreement, through expiration or termination.

In the event the Index ceases to use 1982-84=100 as the basis of calculation, or if, in Sangoma's sole judgment, a substantial change is made in the method used by the federal government to determine the Index or the items used to calculate the Index, then the Index shall be converted (the "Conversion") to the figure that would have been calculated (or as close to such figure as shall be practical) had the manner of calculating the Index in effect as of the date of the Subscription Agreement not been altered. As used herein, it shall be deemed a "substantial change" in the manner in which the Index is calculated if the federal government adjusts the method in which the

Consumer Price Index is determined in an attempt to more accurately reflect changes in the cost-of-living.

If in Sangoma's sole judgment, the Conversion is impossible or impractical, then the revised Index shall be deemed to replace the original Index for purposes of the Subscription Agreement.

Certain transactions or requests may incur additional Service Fees, including, non-sufficient fund (NSF) fees, paper check processing fees, printed invoice fees, E911 fees, or other similar administrative charges ("Administrative Services"). The Service Fees may be updated or modified at the sole discretion of Sangoma, and such changes will be effective upon posting to the company website, Sangoma.com and are hereby incorporated by reference. Subscriber agrees that it is responsible for reviewing the website periodically and before requesting such Administrative Services. Continued use of the Service after posting shall constitute Customer's acceptance of the Service Fees.

COLD AND DEACTIVATED EQUIPMENT

"*Cold Equipment*" means any StarBox® or other equipment that is purchased by a Subscriber or a channel partner from Sangoma and is not scheduled to be activated on the StarSystem® at the time of purchase.

"*Deactivated Equipment*" means any StarBox® or other equipment purchased from Sangoma that was previously active on a Subscriber's StarSystem® but has since been deactivated in accordance with these Terms and Conditions.

For activation of any item of Cold Equipment, the purchaser must contact Sangoma for an activation quote, which includes installation and maintenance fees payable in connection with the activation, except in the case of an Instant RMA (as defined below). Once the quote has been accepted the Cold Equipment will be activated, at which time it shall accrue recurring maintenance charges according to the activation quote. Once activated, equipment returned to a purchaser's inventory (and subsequently deactivated) will continue to be subject to recurring maintenance charges.

If a Subscriber wishes to deactivate any Covered Component purchased from Sangoma, it must notify Sangoma of same at least five (5) Business Days prior to deactivation. Upon receipt of the notice, Sangoma will produce a quote to deactivate the Covered Component that reflects recurring maintenance charges for the Deactivated Equipment. The minimum charge associated with Deactivated Equipment will be a one-month maintenance charge, regardless of how long the equipment is actually deactivated. If Subscriber intends to reactivate Deactivated Equipment in the future, it must pay Sangoma such recurring maintenance charges to maintain the right to a replacement from Sangoma in the event of a subsequent failure. Sangoma will not reactivate any Deactivated Equipment for which it has not received full and timely recurring maintenance payments.

If any item of Cold Equipment or Deactivated Equipment is used to replace any Covered Component that is the subject of an RMA request, subject to the other replacement conditions contained in these Terms and Conditions, Sangoma will provide activation for the Cold or

Deactivated Equipment. Sangoma will also provide a replacement for the non-functional Covered Component that is of the same or comparable model and functionality as the original item.

Any owner of Cold Equipment or Deactivated Equipment may use Cold or Deactivated Equipment to temporarily replace non-functioning equipment (an "Instant RMA") that is the subject of an RMA request. If Cold or Deactivated Equipment is temporarily used Sangoma will not invoice for any installation charges or any additional maintenance charges beyond those that are already payable for the non-functioning equipment. However, if the owner of such temporary equipment wishes to deactivate, and take it back into its inventory, it must pay recurring maintenance charges from the date of deactivation and must request a deactivation quote from Sangoma describing those charges.

In the event that any Cold Equipment or Deactivated Equipment is activated as a result of an Instant RMA, Sangoma will ship the replacement equipment directly to the owner of the defective Covered Component. If the RMA is for a Subscriber and the temporary equipment is not from Subscriber's own inventory, it shall be the responsibility of the party providing the temporary equipment to retrieve it from the Subscriber. If the owner of the Cold Equipment or Deactivated Equipment desires to take that equipment, or the replacement equipment, back into its inventory, it must contact Sangoma to request same.

A Subscriber may deactivate Covered Component and place it in its own inventory at any time in compliance with these Terms and Conditions. Also, upon the expiration of any Subscriber Agreement with Sangoma, ownership of Cold Equipment and Deactivated Equipment may be transferred from a Subscriber to a Sangoma channel partner in good standing with Sangoma. However, Sangoma will not activate any equipment that was transferred by a Subscriber that was in default of any term of its Subscriber Agreement at the time of transfer, including payment of all amounts owed to Sangoma. Any party may cure the default of a Subscriber.

Ordering or activation of Cold Equipment will not affect the duration of any existing agreement with Sangoma and any existing agreement will continue to operate on its own terms upon the ordering or activation of Cold Equipment.

RMA PROCESS

Replacement orders will be shipped the same Business Day when the order is received by Sangoma before 3:00 P.M. Eastern Time, for next Business Day delivery to destinations in the continental United States (Alaska, Hawaii, Puerto Rico and Canada may require additional time). Replacement orders received after 3:00 P.M. will be processed on Sangoma next Business Day.

If a piece of Covered Equipment is inoperable, Subscriber is to first contact its authorized Sangoma reseller for an immediate replacement from its stock (if available) or to authorize replacement as stated above.

INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD SANGOMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THESE

TERMS AND CONDITIONS OR THE SERVICE, HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF YOUR SERVICE, INCLUDING BUT NOT LIMITED TO THE SANGOMA SERVICES, THE SANGOMA EQUIPMENT, OR THESE TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO THE LACK OF 911 DIALING OR MESSAGING OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THESE TERMS AND CONDITIONS.

YOU AGREE THAT SANGOMA SHALL NOT BE RESPONSIBLE FOR ANY THIRD PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE SERVICE ENDS.

LIMITATIONS OF LIABILITY

BY SUBSCRIBING FOR AND/OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND UNDERSTAND THE LIMITATIONS OF THE SANGOMA SERVICE DESCRIBED HEREIN.

SANGOMA'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF SANGOMA RELATED TO THESE TERMS AND CONDITIONS, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING OR MESSAGING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY SANGOMA'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF SANGOMA'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. SANGOMA AND ITS EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

Sangoma shall not be liable for any delay or failure to provide any Sangoma Services, including, without limitation, 911 dialing or Messaging, at any time or from time to time, or any interruption or degradation of voice quality, or loss or damage that is caused by an event outside the control of Sangoma(each a “Force Majeure Event”), including, without limitation, any of the following: (a) acts of God; (b) flood, fire, earthquake, named storms, hurricanes, pandemics, epidemics or quarantines; (c) war, invasion, hostilities (whether declared or not), terrorist threats or acts, riot, or other civil unrest; (d) court or government order, law, or actions, including without limitation orders resulting directly or indirectly in Sangoma authorization to conduct business or provide the

Sangoma Service, including, without limitation, 911 dialing or Messaging or restricting or prohibiting the operation or delivery of the Sangoma Services in full or in part, and including also the failure to obtain, or the termination or withdrawal of, any permit or license required to do business or for the operation or delivery of the Sangoma Services; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency (whether declared or not); (g) strikes, labor stoppages or slowdowns, or other industrial disturbances affecting third-parties, including if due in whole or in part to any events listed in items (a) to (i) of this paragraph; (h) shortage of adequate power or transportation facilities, dysfunction, modification or upgrades of telecommunications networks or equipment (including as a result of the act or omission of an underlying carrier, ISP or other third-party service provider), machine viruses, cyber-attacks, and data breaches; (i) any other similar events or circumstances beyond the control of Sangoma; and (j) any act or omission of you or any person using any Sangoma Services, including, without limitation, 911 dialing or Messaging or device provided to you.

Further, Sangoma shall not be liable to you or others for any damages arising from the content of any data transmission, communication or message transmitted to or received by you (whether read or unread, solicited or unsolicited), or losses resulting from any goods or service purchased or messages received or transactions entered into through the service.

Sangoma's aggregate liability for (i) any failure or mistake; (ii) any claim with respect to Sangoma's performance or nonperformance hereunder or (iii) any Sangoma act or omission in connection with the subject matter hereof shall in no event exceed the total monthly service fees Sangoma has received from Subscriber in the twelve (12) months prior to the date of the first act, omission or failure that gives rise to the claim.

DISCLAIMER OF DAMAGES

EXCEPT AS PROVIDED ABOVE, IN NO EVENT SHALL SANGOMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING INABILITY TO BE ABLE TO DIAL OR MESSAGE 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE DISCLAIMER AND LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT SANGOMA WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

Some states do not allow the exclusion or limitation of certain damages or other modifications of or limitations to certain remedies, so the above exclusion or limitation may not apply to you, in whole or in part.

NO WARRANTIES ON THE SANGOMA SERVICES

SANGOMA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE

SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SANGOMA SERVICES WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, SANGOMA DOES NOT WARRANT THAT THE SANGOMA SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE OR VIDEO QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SANGOMA SERVICES OR ANY SANGOMA DEVICE, IF ANY, BY SANGOMA OR SANGOMA'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, SANGOMA EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

NO WARRANTIES, OR LIMITED WARRANTIES FOR SANGOMA EQUIPMENT

EXCEPT AS EXPRESSLY HEREIN PROVIDED, SANGOMA MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE SANGOMA EQUIPMENT FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE, SANGOMA EQUIPMENT OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET YOUR REQUIREMENTS. SD-WAN equipment used in conjunction with active Sangoma Services is covered by a 1-year manufacturer's warranty. If the SD-WAN equipment fails due to a manufacturing defect within 1-year from the date of purchase, Sangoma will work with the manufacturer to provide a replacement to Subscriber at Sangoma expense. SD-WAN equipment is not covered by Sangoma next Business Day replacement policy.

DISPUTE RESOLUTION AND MANDATORY ARBITRATION

All terms, provisions and agreements set forth in the Arbitration Policy (except to the extent expressly modified herein) are hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

VENUE AND CHOICE OF LAW

The foregoing notwithstanding, Sangoma may initiate legal action for non-payment of services, equipment or other items furnished to you or others at your direction, as well as for any other cause of action as may be necessary to protect any and all interests of Sangoma. Your Subscription Agreement, these Terms and Conditions, and Related Documents and any legal action shall be interpreted under and pursuant to Florida law, without regard to principles of conflicts of law to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. The Parties herein agree that any legal suit, action or proceeding arising out of or relating to your Subscription Agreement, these Terms, and Conditions and any Related Documents shall be instituted in the federal courts of the United States of America located in the Middle District of Florida, Tampa Division, or the courts of the state of Florida, located in Sarasota County, Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

REMEDIES CUMULATIVE
All remedies of Sangoma under these Terms and Conditions, Subscription Agreement or any of the Related Documents are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy to the exclusion of all others or to preclude the exercise of any other remedy.

NO THIRD PARTY BENEFICIARIES
No provision of these Terms and Conditions provides any person or entity other than Sangoma and you with any remedy, claim, liability, the right of reimbursement, or cause of action or creates any other third party beneficiary rights.

ASSIGNMENT
Sangoma can assign all or part of its rights or duties under these Terms and Conditions without notifying you, and without such assignment being considered a change to the Terms and Conditions. In such cases, Sangoma will have no further obligations to you. You may not assign these Terms and Conditions or the services under any circumstances without our prior written consent. Subject to these restrictions, these Terms and Conditions will bind the heirs, successors, subcontractors, and assigns of the respective parties, who will receive its benefits.

NOTICES
Notices from you to Sangoma must be via email to starcare@Sangoma.com. Sangoma's notice to you under these Terms and Conditions will be provided via email to the person designated on your Subscription Agreement as your Sangoma Subscriber Contact. Notices from you to Sangoma regarding cancellation and/or termination of your Sangoma Subscriber Agreement must be sent via email to starcare@Sangoma.com.

SEVERABILITY
If an arbitrator or court of competent jurisdiction declares any part of these Terms and Conditions invalid or unenforceable as drafted, it is intended that such provision is amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and all other parts of these Terms and Conditions shall remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of these Terms and Conditions.

SURVIVABILITY
The provisions of these Terms and Conditions that, by their nature and content, must survive the completion, rescission, termination or expiration of these Terms and Conditions in order to achieve the fundamental purposes of these Terms and Conditions (including, without limitation, those provisions such as confidentiality, dispute resolution, and indemnification), shall so survive and continue.

ENTIRE AGREEMENT; AMENDMENT; AUTHORITY

These Terms and Conditions, the Privacy Policy, the Sangoma Subscriber Agreement and the other Related Documents constitute the entire agreement concerning the Sangoma Service and the Sangoma Equipment between us and supersedes all prior agreements, understandings, statements or proposals concerning the Sangoma Service and the Sangoma Equipment, including representations, whether written or oral. The language contained in any purchase order, invoice acknowledgment form, or other ordering document or communication from Subscriber that is not specifically accepted by an authorized officer of Sangoma in writing shall not vary the Subscriber Agreement, these Terms, and Conditions, or any of the other Related Documents. The Parties hereby waive all such language and agree that any such language shall not be enforceable between the Parties.

These Terms and Conditions can be amended at any time by Sangoma in its sole and absolute discretion. No written or oral statement, advertisement, or service description not expressly contained in these Terms and Conditions, as amended from time to time, shall be used to contradict, explain, or supplement them. Neither you nor Sangoma is relying on any representations or statements by the other party or any other person which are not included in these Terms and Conditions.

You represent that you have carefully reviewed these Terms and Conditions and fully understand each and every one of them. You further represent that you have full authority to execute the Sangoma Subscription Agreement on behalf of the Subscriber, as if executed "in person" in Sarasota, Florida, and that the agreement represented by the Subscription Agreement and the Related Documents constitute the legal, valid and binding obligation of the Subscriber, fully enforceable against the Subscriber in accordance with these Terms and Conditions.

ADDITIONAL TERMS AND CONDITIONS REGARDING CONNECTED WORKSPACE

In addition to all preceding terms and conditions, for those Subscribers that have purchased Connected Workspace service, the following terms and conditions apply:

CUSTOMER DATA

Please refer to Sangoma Privacy Policy. All Subscriber Data, defined as (a) data stored, in its current file format, in Subscriber's file share(s); (b) non-configuration[4] application data (e.g., a database that stores data for a given line of business application(s)); and (c) data stored in an individual user's user profile is the exclusive property of the Subscriber. Sangoma makes no claim of ownership of Subscriber Data. In the event of a termination of service, Sangoma agrees to return Subscriber Data in a commercially reasonable manner. Subscriber must request return of Subscriber Data within a reasonable amount of time following termination of service, not to exceed fourteen (14) days. Failure to request return of Subscriber Data within fourteen days of termination of service may result in the loss of Subscriber Data. Sangoma is not responsible for hardware, software or IT support that may be necessary for the return of Subscriber Data. Sangoma shall not be liable for any lost data or interruption of service.

[4] For the avoidance of doubt, configuration data is expressly excluded from Subscriber Data and remains property of Sangoma.

LINE OF BUSINESS APPLICATIONS

To the extent Subscriber has requested Sangoma to manage its licensed third party software on Sangoma servers, the following paragraph shall apply. Subscriber agrees that it is paying a monthly recurring charge to, in part, lease a portion of a server or servers as necessary to manage the software. Subscriber acknowledges that it has paid all necessary and approximate licensing fees and has a valid license for the software. Subscriber acknowledges that Sangoma is not renting, sublicensing, assigning, loaning, reselling, transferring, or distributing the software in violation of any end user license agreement between Subscriber and the licensor. Subscriber must maintain a support and/or maintenance agreement with a third party software vendor(s). Software updates and upgrades may result in a cost increase based on third party software vendor recommendations and Subscriber is responsible for accepting such increases. In the event of any breach of the end user license agreement, Subscriber agrees to hold harmless, defend and indemnify Sangoma pursuant to the preceding terms and conditions.

MINIMUM OPERATING SYSTEM REQUIREMENTS

Subscriber's desktop performance must meet the minimum requirements for the operating system used. Sangoma Connected Workspace supports Windows® 10, macOS®, iOS®[5], and/or Android™[6] (versioning must be current and up-to date). Sangoma does not support thin-client solution; Subscribers may use thin-client solution, but Subscriber understands and accepts that Sangoma will not provide support thereof, nor does Sangoma represent and warrant that system features will work in whole or in part.

SCHEDULED AND EMERGENCY MAINTENANCE

Sangoma performs Windows and Office updates on the third Tuesday of each month in accordance with Microsoft® best practices. When reasonably practicable, Sangoma shall provide at least one (1) hour notice to Subscriber prior to performing emergency maintenance. Circumstances may necessitate emergency maintenance be performed with minimal or no notice to Subscriber in order to protect the stability of Subscribers' applications and the integrity of Subscribers' data. Sangoma shall not be responsible for any interruption of service or loss of data during such maintenance procedures.

TERMS AND CONDITIONS REGARDING USE OF MICROSOFT® SOFTWARE

Connected Workspace uses Microsoft® Subscriber Access Licenses which may include associated software, media, printed materials, and "online" or electronic documentation (individually and collectively, "Microsoft® Products"), Subscribers are advised that Sangoma does not own these Microsoft® Products and the use thereof is subject to certain rights and limitations retained by Microsoft®. Subscribers utilizing Microsoft® Products through Sangoma consent and agree to Microsoft's End User License Terms found at: https://www.Sangoma.com/terms-and-conditions-regarding-use-of-microsoft-software.

TRIAL AGREEMENT LIMITATIONS

Trial agreements are limited to the following applications as part of any Connected Workspace trial: Microsoft® Office Standard (current version), StarPhone™ for Desktop, and Sangoma®

[5] iOS is a registered trademark or trademark of Cisco Systems, Inc. and/or its affiliates in the United States and certain other countries.

[6] Android is a trademark of Google LLC.

Application Framework. Line of business applications are specifically excluded and will not be implemented by Sangoma during the Trial Period.

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