

Sangoma
Standard Remote Installation and Configuration Services Terms of Service

PLEASE READ CAREFULLY: BY CLICKING “I AGREE” CUSTOMER IS AGREEING TO THESE STANDARD REMOTE INSTALLATION AND CONFIGURATION TERMS OF SERVICE (“AGREEMENT” OR “TERMS OF SERVICE.”) YOU CERTIFY THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT DRAWN UP IN ENGLISH, YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, ALL INFORMATION SUBMITTED BY YOU IS COMPLETE, TRUE, ACCURATE, AND NOT MISLEADING AND IF YOU ARE SUBMITTING THIS AGREEMENT ON BEHALF OF AN ORGANIZATION YOU ARE DULY AUTHORIZED TO BIND THE ORGANIZATION TO THESE TERMS. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THESE TERMS OF SERVICE AND YOU WILL NOT RECEIVE SERVICES. THIS AGREEMENT IS MADE BY AND BETWEEN SANGOMA TECHNOLOGIES INC. AND ITS’ AFFILIATES (REFERRED TO AS “SANGOMA”), WITH AN ADDRESS OF 100 RENFREW DRIVE, SUITE 100, MARKHAM ON L3R 9R6 CANADA, AND THE INCORPORATED COMPANY/ORGANIZATION LISTED IN THE ORDER (“CUSTOMER”).

1. Definitions

“Affiliates” means an entity which is (a) directly or indirectly controlling Sangoma, (b) which is under the same direct or indirect ownership or control as Sangoma; or (c) which is directly or indirectly owned or controlled by Sangoma. For these purposes, control means having fifty one percent (51.0 %) or more of votes in an entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

“Credit Terms” means the ability to purchase Support Services on credit without pre-payment. All credit terms are handled through the Sangoma accounting department and determined based on credit checks and credit worthiness.

“Customer or End User” means the incorporated entity that owns the deployment in the Sangoma portal, not the company/organization that made the purchase (if they are different).

“Deployment” means a single PBX installed on a machine or virtual slice. Each deployment requires creating a Deployment in the Portal before installing the software and providing the MAC address of the machine.

“Effective Date” means the date indicated on the applicable Order for which Support Services are to begin.

“End User Agreement” means the agreement for the Sangoma products, available at <https://www.sangoma.com/legal/>.

“Export Laws” means all international, national, and local laws, regulations, ordinances and other restrictions regarding export or import, including, without limitation, the U.S. Export Administration Act and all regulations promulgated thereunder, the regulations of the Departments of Defense, State, or Commerce, or any other government agency, as well as any end-use, end user, and destination restrictions of the jurisdiction in which the Support Packages and Hardware are used or to or from which such are exported or imported. More information can be found here <http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>.

“FreePBX GUI” means the open-source GUI that is used to manage and configure Asterisk.

“Hardware” means the Sangoma hardware for which Support Services are rendered. No hardware is provided under this Agreement, it is purchased separately.

“Term” means the period, beginning upon the Effective Date, and ending two months later.

“Order” means a Purchase Order or Portal Order.

“Packages” means the support packages defined in Section TBD below.

"PBXact" means the PBXact phone system based on a commercial closed source and proprietary version of FreePBX.

“Portal Order” means an order for Sangoma Support Services made by Customer through the Sangoma Portal.

“Purchase Order” means a document for the ordering of Support Services by the Customer, which will include: (a) identification of the Support Services, (b) quantity of each Support Service, (c) price of each Support Service, and (d) requested delivery date(s) (if applicable).

“Sangoma” means Sangoma Technologies Inc. and Affiliates.

“Portal/Store” is the Sangoma website where purchases for Support Services may be placed and all systems and deployments are managed.

“SBC and SS7” means a Sangoma Session Border Controller (SBC) or Session Netborder SS7 VoIP Gateway (SS7).

“Support Services” means the remote installation and configuration services set out in this Agreement.

“W/B” is short for time Worked/Billed. In this instance, a value is assigned to each package as a guideline of the amount of time in minutes required to complete. If that time is exceeded the project will be re-evaluated.

2. Purchase and Portal Orders

Customers are required to order all Support Services direct from Sangoma by sending a Portal Order or Purchase Order to Sangoma.

All Credit Terms are handled through Sangoma's finance department.

All Orders issued under this Agreement shall be subject to the terms and conditions hereof which shall supersede any terms and conditions contained in any pre-printed forms submitted by Customer in connection with, any order of Sangoma Support Services. In the event of any discrepancy between the provisions hereof and those of any Order, the provisions hereof shall prevail, unless explicitly stated otherwise in the Order and such Order is executed by both parties in writing by duly authorized representatives.

Sangoma shall review all Orders and approve or reject such orders within ten (10) days of receipt by Sangoma. An Order is not legally effective until such approval is given. Sangoma Support Services will require the issuance of a Purchase Order or Sangoma confirmation from the Portal Order prior to being furnished to Customer. Sangoma shall have no obligation to accept any Order for Sangoma Support Services placed by Customer after the date of termination of any Direct Purchase Agreement with Customer.

3. Changes and Cancellations

Orders approved by Sangoma may be changed or cancelled by Customer only upon written consent of Sangoma.

4. Pricing and Payments

Prices for the Support Services are set out in the Order.

Pricing is exclusive of federal, state and/or local excise, sales, value-added, import, use, property, reseller, occupation or similar taxes and Customer agrees to pay all such taxes due on Support Services. If Customer shall be required by any laws to deduct any taxes from or in respect of any sum payable hereunder, (i) the sum payable to Sangoma shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this section), Sangoma receives an amount equal to the sum it would have received had no such deductions been made, (ii) Customer shall make such deductions, (iii) Customer shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable laws, and (iv) within thirty (30) days after the date of such payment, Customer shall furnish to Sangoma the original or a certified copy of a receipt evidencing payment thereof.

Payment is due within forty-five (45) days from the date of invoice. Sangoma will invoice upon receipt of Purchase Order. Payments shall be made in United States Dollars to Sangoma. In the event that payment is not received when due, any unpaid balance shall bear interest at the rate of twelve percent (12%) per annum effective the first day after the scheduled payment date.

5. Packages - Included Setup and Options

PBX 40|50|60 Includes the following (W/B 150 minutes included)

Initial phone consultation (up to 30 minutes) to discuss Customer setup and call flow.

1 SIP trunk or Analog/Digital Card

Up to 20 Inbound and 3 outbound routes

Up to 2 Time of Day Routing schedules

Up to 2 IVRs

Up to 60 extensions

Up to 2 Endpoint Manager Templates of up to 3 phone models each.

150 support credits

PBX 100 Includes the following (W/B 240 minutes included)

Initial phone consultation (up to 45 minutes) to discuss Customer setup and call flow.

2 SIP trunks or Analog/Digital Card

Up to 50 Inbound and 3 outbound routes

Up to 3 Time of Day Routing schedules

Up to 4 IVRs

Up to 100 extensions

Up to 3 Endpoint Manager Templates of up to 4 phone models each

240 support credits

PBX 300 Includes the following (W/B 360 minutes included)

Initial phone consultation (up to 60 minutes) to discuss Customer setup and call flow.

3 SIP trunks or Analog/Digital Card

Up to 100 Inbound and 4 outbound routes

Up to 4 Time of Day Routing schedules

Up to 5 IVRs

Up to 300 extensions

Up to 2 Endpoint Manager Templates of up to 3 phone models each.

360 support credits

PBX 400/500 Includes the following (W/B 600 minutes included)

Initial phone consultation (up to 90 minutes) to discuss Customer setup and call flow.

3 SIP trunks or Analog/Digital Card

Up to 150 Inbound and 4 outbound routes

Up to 5 Time of Day Routing schedules

Up to 7 IVRs

Up to 500 extensions

Up to 7 Endpoint Manager Templates of up to 6 phone models each.

600 support credits

PBX 1000 Includes the following (W/B 720 minutes included)

Initial phone consultation (up to 120 minutes) to discuss Customer setup and call flow.
4 SIP trunks or Analog/Digital Card
Up to 300 Inbound and 10 outbound routes
Up to 10 Time of Day Routing schedules
Up to 10 IVRs
Up to 1000 extensions
Up to 10 Endpoint Manager Templates of up to 7 phone models
720 support credits

PBX 5000 Includes the following (W/B 900 minutes included)

Initial phone consultation (up to 120 minutes) to discuss Customer setup and call flow.
5 SIP trunks or Analog/Digital Card
Up to 500 Inbound and 12 outbound routes
Up to 10 Time of Day Routing schedules
Up to 10 IVRs
Up to 5000 extensions
Up to 15 Endpoint Manager Templates of up to 8 phone models
900 support credits

Session Border Controllers and SS7 Gateways – Included Setup and Options

W/B of 480 minutes included
Initial phone consultation and site survey questionnaire to discuss Customer setup and call flow
Purchase includes 8 hours of support credits for set up and configuration.

6. Support Services

Sangoma shall provide commercially reasonable efforts to perform the Support Services during the Term. The Support Services are for initial set up, installation, and configuration of the Sangoma system defined in the Packages, in order to enable inbound and outbound calls.

Support Services are for basic installation, set up, and configuration. Custom changes will require that an additional block of time be purchased, as it is not feasible for unlimited options and settings assistance to be rendered under the flat fee model offered by Sangoma.

It is Customer's obligation to review all included and excluded options and Customer obligations prior to purchasing the Support Services.

Work is performed during regular business hours (meaning Monday-Friday from 8 am to 5 pm in the time zone of the Sangoma system) at mutually agreed pre-arranged times.

Unless explicitly defined in this agreement no other actions or items are included with this support contract.

The included support credits are added to the company/organization that owns the deployment in the Sangoma portal, not the company/organization that made the purchase (if they are different). Support credits that are provided with the purchase of installation support expire two (2) months from date of purchase. Support credits purchased independently expire one (1) year from date of purchase.

One support credit is equivalent to one minute of Support Services.

Sangoma shall determine, in Sangoma's sole discretion, when the installation and configuration of the Sangoma system is complete.

7. Requirements and Customer Obligations

Customer must be using a Sangoma FreePBX Distro, PBXact, SBC or SS7 platform.

For PBX Systems - All Endpoints to be configured must be classified as "Tested-Supported" at <http://wiki.freepbx.org/display/FCM/EPM-Supported+Devices>

Customer must provide direct remote access (SSH or others) to the Sangoma support engineer.

For PBX Systems - Commercial EPM and System Admin Pro modules must be purchased for deployment.

NON-Included Setup and Options

- i. Network Setup or configuration
- ii. Switches
- iii. VLANs
- iv. Routers
- v. Firewalls

Customer must complete the worksheet provided by Sangoma. Sangoma will not commence Support Services without this information.

Customer must configure the phones to look to the PBX for configuration files.

This can be done on each phone by following the phone guides here <http://wiki.freepbx.org/display/FCM/EPM-Supported+Devices>

Customer may setup their network with DHCP option 66 for phones that support this which will

tell your phones how to reach the PBX for configurations on a reboot. Please note Sangoma cannot assist with the setting up of Customer's network for this option.

Customer must power up equipment and pre-configure with IP address and network settings.

8. Overall Network Security

Sangoma will configure the Customer's Sangoma platforms with recommended security settings.

Day to day, end to end network security following Sangoma's performance of Support Services is the responsibility of the Customer. Customer is advised by Sangoma to remove remote access accounts and change passwords after Sangoma representatives have used passwords provided by Sangoma to complete remote work. .

9. Timeline and Scope of Work

A Sangoma portal account must be set up by Customer prior to or at the time of Package purchase. Once a Package is purchased, Customer must then open a Support Ticket by emailing upandrunning@sangoma.com.

Customer must include the invoice number for the Order in the email.

Once the email is received and the Order is accepted by Sangoma, Customer will be emailed a link to a worksheet that must be filled out prior to the scheduling an implementation date. In addition to the work sheet being filled out, the Customer must ensure the access information for the Deployment in the portal is correct and has been tested.

Once the worksheet has been reviewed by Sangoma, a call will be setup to go over the Customer's call flow and design as defined above.

The Sangoma support engineer will then update the ticket and set the implementation date within 3 business days between 9am and 5pm Central Time of the initial setup call.

Upon review of the worksheet a Sangoma engineer may contact Customer about certain aspects of Customer's infrastructure. Typically, these are environmental or third party hardware related aspects which Sangoma determines is not optimal for the FreePBX environment. Customer will have the option to either correct these items or can elect to continue the process with the understanding that if a roadblock is encountered which is attributable to the item, that the Sangoma engineer will not be able to assist with the resolution of that issue.

10. Confidential Information

Confidential Information" means any and all information of a confidential or proprietary nature, disclosed orally or in writing to Receiving Party by Disclosing Party or gathered by Receiving Party from inspection of any property, activities or facilities of Disclosing Party, regardless of whether Receiving Party obtained the information before or after the Effective Date or whether

the information is specifically identified or marked as “Confidential” or “Proprietary” and which is disclosed in order to perform under this Agreement. Examples of Confidential Information include but are not limited to passwords and configuration information, technical information, marketing information, product information, and sales and financial information. Except as otherwise provided herein, each party agrees that it shall not use or disclose to any third party any Confidential Information of the other party. Each party shall instruct its personnel to keep such information confidential by using the same care and discretion that it uses for its own Confidential Information, but no less than reasonable care. Each party may disclose Confidential Information to its third party consultants or service providers, on a need- to-know basis, who have been specifically retained to perform services in connection with this Agreement, provided that all such third parties are informed and agree to be bound by confidentiality terms consistent with this Agreement.

Notwithstanding the foregoing, receiving party shall not be required to protect or hold in confidence any information which:

- i. becomes publicly known through no wrongful act or omission of any person or entity, or
- ii. becomes known to receiving party rightfully from a third party not under a duty of confidentiality or non-disclosure or a restriction or obligation with respect to use or disclosure; or
- iii. is approved by disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of the disclosing party; or
- iv. is independently developed by receiving party without use of disclosing party's Confidential Information (as proven by receiving party utilizing written evidence).

Disclosure of Confidential Information shall not be precluded if such disclosure is: necessary to establish or exercise rights granted under this Agreement; or required by law or regulation or in response to a valid order of a court or other governmental body of a country or political subdivision thereof.

Receiving party agrees that in the event such disclosure is necessary or required, it will cooperate, as may be reasonable, at disclosing party's expense, in obtaining an appropriate protective order limiting disclosure.

For purposes of this Section, the “disclosing party” means the party that owns or possesses the Confidential Information and the “receiving party” means the party to which the Confidential Information is disclosed.

Each party acknowledges that monetary damages may not be a sufficient remedy or protection for the aggrieved party in the event of a breach of these confidentiality obligations, and the aggrieved party shall be entitled to injunctive or other equitable relief as may be deemed proper or necessary by a court of competent jurisdiction.

11. WARRANTIES; REMEDIES; DISCLAIMERS; LIMITATION OF LIABILITY

OTHER THAN AS PROVIDED IN THIS AGREEMENT, SANGOMA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND

WHATSOEVER INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, CUSTOM, USAGE, OR TRADE PRACTICE. SANGOMA DOES NOT WARRANT THAT PACKAGES PROVIDED UNDER THIS AGREEMENT OR ANY SANGOMA PRODUCTS WILL BE BUG FREE OR MEET CUSTOMER'S REQUIREMENTS OR THAT THE PACKAGES PROVIDED UNDER THIS AGREEMENT OR ANY SANGOMA PRODUCTS WILL OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, SYSTEMS, OR DATA NOT PROVIDED BY SANGOMA.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, COST OF COVER, LOSS OF OR DAMAGE TO DATA, LOSS OF GOOD WILL, WORK STOPPAGE OR COMPUTER FAILURE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR IN EQUITY. NEITHER PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY FOR BREACH OF THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID UNDER THIS AGREEMENT. THE FOREGOING SHALL NOT BE CONSTRUED TO LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

12. Indemnification

Customer shall indemnify, defend and hold harmless Sangoma from and against any third party claims, demands, liabilities, losses, damages, attorneys' fees, costs and expenses, arising from or associated with (a) any breach by Customer of this Agreement or any End User Agreement provided as part of the Support Packages; (b) the negligent or willful acts or omissions of Customer under this Agreement or any End User Agreement; or (c) Customer's products or services.

13. Miscellaneous

This Agreement represents the complete agreement of the parties, and supersedes all prior discussions, communications and agreements between the parties with respect to the subject matter hereof. This Agreement may be amended or modified only in a writing executed by both parties. The provisions of this Agreement shall take precedence over any conflicting terms in any purchase order. There are no intended third party beneficiaries of this Agreement.

The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such terms on any future occasion.

If any of the provisions, or part thereof, of this Agreement shall be invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not

invalidate or render unenforceable the entire Agreement but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or part thereof, and the rights and obligations of the parties shall be construed and enforced accordingly. The titles of the Sections and Exhibits in this Agreement are provided for convenience and reference only and are not intended to be considered when construing this Agreement.

Neither this Agreement nor any rights granted hereunder may be sold, leased, licensed, assigned or otherwise transferred in whole or in part by Customer, including by operation of law, and any such attempted assignment shall be void and of no effect without the prior written consent of Sangoma. This Agreement shall inure to the benefit of Sangoma and its corporate successors or the purchaser of substantially all of its assets.

Neither party will be liable to the other for delays in performing or failure to perform its obligations hereunder (other than payment of monetary obligations) to the extent that such delay or failure results from a cause beyond its control, including, without limitation, strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulation, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

Subject to the right to obtain injunctive relief as described below, the Parties agree to solely use the following process with regard to any Dispute. The Party with the dispute, disagreement, claim, or controversy (“Dispute”) arising under, out of, or in connection with this Agreement must send the other Party written notice identifying the Dispute with sufficient detail so as to enable the other Party to attempt to resolve the Dispute and invoking the procedures of this Dispute resolution section. After receipt of the written notice, the Parties, or representatives of the Parties, shall meet at a mutually agreed upon location, which may be on a telephone conference call at which all parties with authorization necessary to authorize a settlement are present, for the purpose of determining whether they can resolve the Dispute themselves by agreement, and, if the parties have not been able to reach a mutually acceptable resolution on the Dispute within seven (7) days after the initial meeting, then either Party may then submit the Dispute to a court of competent jurisdiction subject to the choice of law and forum clause of this Agreement. If contractual waiver of a jury trial is permitted by applicable law, the Parties agree that they irrevocably waive their right to a trial by jury and consent to a bench trial. The Parties agree to refrain from instituting any legal action, other than injunctive relief until good faith efforts at mediation have first been made. To the maximum extent permitted by applicable law, in no event is a court or jury authorized to make an award in excess of the amount set forth in the limitation of liability and exclusion of damages limitation in this Agreement.

The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the Province of Ontario, Canada without giving effect to any choice or conflict of law provision or rule. All disputes arising out of or relating to this Policy will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in the Province of Ontario and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

Customer shall comply with all Export Laws. Without limitation, the Support Packages and Hardware contained therein and any part thereof may not be used or accessed within or by, or otherwise exported to, (a) any United States embargoed country; or (b) anyone on the United States Treasury Department's list of Specially Designated Nations, the United States Department of Commerce's Table of Denial Orders, or other similar list.

All notices, approvals, consents, waivers and other communications under this Agreement must be in writing, sent via facsimile, e-mail, certified mail, verifiable overnight delivery, or registered mail to the other party at the business or email addresses furnished herein or to such other address as may be furnished in writing to the other party. Notices shall be deemed effective upon receipt or if sent via e-mail on the fourth day following sender's e-mail transmission to recipient (if no error return message is delivered to sender within the four-day time period). Company agrees that the Named Contact shall be the designated e-mail address under which it shall receive e-mail notifications.

The Support Services and all related documentation and correspondence provided under this Agreement shall, unless otherwise agreed in writing by both parties, be provided in the English language. Any action brought under this Agreement shall be conducted in the English language.

Nothing in this Agreement shall preclude either party from entering into similar relationships with other companies, nor shall this Agreement preclude either party from independently developing or marketing any products that are similar to or compete with the other party's products; provided, however, that the recipient of Confidential Information shall not use it for any such purpose.

Customer is not an employee of Sangoma, and nothing contained herein will in any way constitute the parties as partners, joint ventures, agents, co-owners or otherwise as participants in a joint or common undertaking or agency relationship, it being understood that the relationship is solely that of independent contractors. Neither of the parties shall be or become liable or bound by any agreement, representation, act or omission whatsoever of the other party unless specifically provided for in this Agreement.