

SANGOMA END-USER LICENSE AGREEMENT

SESSION BORDER CONTROLLER

June 2021

IMPORTANT – PLEASE READ CAREFULLY

1. This Sangoma End-User License Agreement (the "Agreement") is a legal agreement between Sangoma Technologies Inc. and its Affiliates (collectively referred to as "Sangoma") and the licensee, purchaser and end user respectively (hereinafter, "you", "You" or "your") of the Sangoma Session Border Controller ("Hardware"), its software (the "Software"), and related manuals and documentation (collectively the "Products").

Affiliate means an entity which is (a) directly or indirectly controlling Sangoma; or (b) which is directly or indirectly owned or controlled by Sangoma. By downloading or installing the Software or installing the Hardware, you agree to and accept the terms and conditions of this Agreement. If you do not accept, or are not authorized to accept the terms and conditions of this Agreement, then you should not install and/or use the Software or Hardware and, if presented with the option to "agree" or "disagree" to the terms, click "disagree", and should remove any installed Software or Hardware from your computer. If you do not agree to the terms of this Agreement, you may return the Hardware, subject to the time limitations, unopened requirement, and other restrictions of Sangoma's then current Warranty, Return, and Shipping Policy. The Warranty, Return, and Shipping Policy may be found on www.sangoma.com/legal and the terms are incorporated herein by reference. The version of the Warranty, Return, and Shipping Policy that is current as of the date of Your purchase of the Products is the version that applies to You.

2. **GRANT OF LICENSE.** Subject to the terms and conditions of this Agreement, Sangoma grants you a non-exclusive, non-sublicenseable, non-transferable license to use the Software for internal business purposes and not for resale, sub license, leasing, or providing hosted services to third-parties. "Software" shall include any upgrades, updates, bug fixes or modified versions ("Upgrades") or backup copies of the Software supplied to you by Sangoma or an authorized reseller, provided you hold a valid license to the original Software and have paid any applicable fee for Upgrades. A registration code may only be active once at any given time in a production environment. Notwithstanding the foregoing, Sangoma acknowledges that certain components of the Software may be covered by so-called "open source" software licenses ("Open Source Components"). Sangoma will provide a list of Open Source Components for a particular version of the Software upon your request. To the extent required by the licenses covering Open Source Components, the terms of such licenses will apply in lieu of the terms of this Agreement, and Sangoma hereby represents that only Open Source Components with licenses that intend to

grant permissions no less broad than the license granted in this Section 2 are included in the Software. To the extent which the licenses applicable to an Open Source Component prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply.

Sangoma respects your privacy. You may view Sangoma's privacy policy at the following link www.sangoma.com/legal .

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

4. EMERGENCY CALLS. You understand and acknowledge that the Products may be used to implement, supplement, or replace telephone systems and telecommunications services, and that in some cases, certain government regulations may apply to their implementation or use; and compliance with such regulations is your sole responsibility. You understand and acknowledge that users of the system on which you install the Products may attempt to use that system to place emergency calls. You acknowledge and agree that: The Products must be properly configured for your system or application; that the nature of the Products and any networks they may operate upon allow many possible configurations; that such configuration may be beyond the scope of the documentation supplied with the Products; and that specialized experience and training may be required to properly configure the Products. You acknowledge and agree that it is your sole responsibility to ensure that the Products and associated networks and systems are implemented and configured such that emergency calls are properly handled, and that any system or application based on the Products complies with all applicable laws and regulations. You acknowledge and agree that telephone and telecommunications systems can be complex and must be installed, implemented, and configured by the appropriate technically qualified personnel, and that you or your authorized agents have the qualifications necessary to properly implement and configure the Products to handle emergency calls, if applicable. You further acknowledge and agree that it is your sole and ongoing responsibility to ensure the proper operation of any emergency calling system based on the Products, including, but not

limited to: initially and regularly testing the operation of the Products, including testing the operation with emergency services; notifying and training all users of any system on which the Products are installed how to use the system for emergency calls; and notifying such users of any and all limitations of your configuration and implementations of the Products and any network or system the Products are used on or with. By using the Products under this Agreement, you explicitly release Sangoma from any warranty, duty, liability, or obligation to train you or any users of your system regarding the proper configuration, operation, or use of the Products or any system or network they are used in conjunction with on which it is installed; to ensure that your configuration, implementation, or use of the Products provides for the proper handling or routing of emergency calls; or to ensure that your use of the Products is in compliance with any applicable laws and regulations.

5. LIMITATION OF LIABILITY.

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

6. WARRANTY AND RETURN

The terms under which Sangoma's Products are warranted are defined in the Sangoma Warranty, Return, and Shipping Policy. The Products may only be returned pursuant to Sangoma's Warranty, Return, and Shipping Policy.

6.1 WARRANTY EXCLUSIONS.

THE WARRANTY, RETURN, AND SHIPPING POLICY SETS OUT THE SOLE AND EXCLUSIVE WARRANTY PERTAINING TO THE PRODUCTS. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER SANGOMA, NOR ITS THIRD-PARTY LICENSORS OR SUPPLIERS, NOR

ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO ANY END USER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OTHER THAN WHAT IS SET OUT IN THE WARRANTY, RETURN AND SHIPPING POLICY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT OTHERWISE SPECIFICALLY AGREED IN WRITING BY SUCH PERSON OR ENTITY. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SANGOMA, ITS THIRD PARTY LICENSORS OR SUPPLIERS, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR LICENSORS BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND, INCLUDING INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR ECONOMIC DAMAGE OR INJURY TO PROPERTY, LOST PROFITS OR LOST REVENUES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY AND REGARDLESS OF WHETHER SUCH PERSON OR ENTITY SHALL BE ADVISED OR HAVE REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT OTHERWISE AGREED IN WRITING BY SUCH PERSON OR ENTITY. SOME COUNTRIES, STATES, OR PROVINCES DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CERTAIN PRODUCTS APPLIED TO CONSUMERS, OR THE LIMITATION FOR PERSONAL INJURY, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY BE LIMITED IN THEIR APPLICATION TO YOU. IF THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE DURATION OF SANGOMA'S WARRANTY ON WWW.SANGOMA.COM/LEGAL .

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

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

7.2 You will not (except with regard to fair use or nominative use) without Sangoma's written consent, use the name, trademarks, trade names or logos of Sangoma, or the name of any product or service of Sangoma, in any manner. If Sangoma grants you a right to use the aforementioned, you will do so only in strict compliance with Sangoma trademark policies.

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

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

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

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

12. GOVERNING LAW AND JURISDICTION AND DISPUTE RESOLUTION. This Agreement shall be governed by and construed under the laws of the Province of Ontario, Canada and all disputes arising out of or related to this Agreement shall be submitted to the exclusive jurisdiction of the courts of competent jurisdiction located in the Province Ontario. Both parties irrevocably consent to personal jurisdiction as detailed in this section and waive all objections to this venue. This section shall be construed without giving effect to any conflict of law provision or rule. The United Nations Convention on International Sale of Goods, the application of which is expressly excluded, does not govern this Agreement. If permitted by applicable law, Sangoma and you

hereby expressly waive any right to a trial by jury and consent to a bench trial in the event of a dispute Sangoma and you agree to attempt to resolve any dispute by direct communication between representatives of each party who are authorized to finally resolve the dispute prior to filing any legal action against the other party. The parties agree to attempt to resolve the dispute within fourteen (14) days of the first direct verbal communication between the representatives of the parties in which the parties make good faith efforts to attempt to resolve the dispute following written notice of the dispute having been provided to the party not invoking this clause. The party with the dispute must provide the written notice and must provide sufficient detail in the notice as to the nature of the problem and requested remedies so as to permit the party not invoking this clause to make good faith attempts to remedy the dispute. The parties agree not to resort to legal action, other than injunctions, either prior to or during the fourteen-day dispute resolution period. The United Nations Convention on International Sale of Goods, the application of which is expressly excluded, does not govern this Agreement.

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

EXHIBIT A.1

OPEN SOURCE COMPONENT LICENSES

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

- **OPEN SOURCE LICENSES.** Sangoma acknowledges that some Products contain Open Source Components which are licensed for distribution under so-called “open source” distribution licenses, and includes the licenses for these Open Source Components in compliance with the license terms.

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

Postal Service:

Sangoma US, Inc.

Sales Department

445 Jan Davis Drive NW

Huntsville, AL 35806

Or by calling Sangoma sales or using the contact sales form available at the following URL:

<https://www.sangoma.com/contact-us/>

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