

**TERMS OF SERVICE  
TO THE  
FULL SERVICE WHOLESALE AGREEMENT**

*Formerly known as the Terms of Service to the Star2Star Full Service Wholesale Agreement*

These Terms of Service (“**Terms of Service**”) provide additional terms that are incorporated into the Full Service Wholesale Agreement (the “**Agreement**”) between Sangoma and Wholesaler.

**1. DEFINITIONS**

Any capitalized term not defined in the Agreement shall have the meaning ascribed to it in these Terms of Service.

1. “**Base Rates**” mean the rates set by Sangoma for the Products and Services to determine Margin. Base Rates are listed in the Quoting Tools.

2. “**Certified Installer**” means an entity that, through its personnel, has obtained a certification offered by Sangoma that authorizes the installation and configuration of certain Products and Services.

3. “**Location**” is a unique physical service address to which a Subscriber receives the Products and Services.

4. “**Margin**” is the difference between the amount charged to a Subscriber and the Base Rates. Wholesaler shall use the Quoting Tools to set the amount charged to a Subscriber for Products and Services.

5. “**Monthly Recurring Revenue**” or “**MRR**” means the base revenue invoiced each month to Wholesaler’s Subscriber(s). MRR is comprised of all “quoted,” itemized one-time and monthly recurring charges, including one-time and monthly recurring hardware charges, bundled and line item quoted services, voice, and software applications, encompassing Sangoma’s Products and Services. MRR excludes all Wholesaler added Margin, non-quoted revenue attributed to Taxes and Fees (as defined herein), service usage, service overages (such as long-distance or toll-free in excess of total purchased minutes or bursting charges), increases to any quoted or invoice line item resulting from changes in the CPI(U) Index, any revenue not specifically attributable to Wholesaler’s direct sales and Wholesaler’s Resellers’ sales, and any revenue not specifically stated as being included in MRR.

6. “**Policy Page**” means the policies and legal website page on Sangoma’s primary website, currently available at <https://sangoma.com/legal>.

7. “**Products and Services**” means the communications equipment, software, and related services that the Wholesaler offers for sale to Subscribers via the Quoting Tools. Sangoma may modify, amend, supplement, delete, or cancel any of the Products and Services, including the prices and terms of such offerings, at any time, at its sole and absolute discretion. Any price

increase for Products and Services shall be effective on a go-forward basis only and shall not apply to currently invoiced Products and Services.

**8. “Quoting Tools”** are the electronic ordering tools that generates the necessary documents to place orders for Products and Services.

**9. “Subscriber”** means a person or entity who is a party to a Subscription Agreement and has paid all required deposits and costs for the applicable Products and Services to commence.

**10. “Subscriber Sales Support”** means active engagement with the Subscriber, whether independently requested or upon the request of Sangoma, including end-user training, the offering of new Products and Services, Subscription Agreements modifications and Renewals, and such other activities as are reasonable and customary in the industry or designated from time-to-time by Sangoma and communicated to Wholesaler.

**11. “Subscriber Technical Support”** means active engagement with the Subscriber, whether independently requested or upon the request of Sangoma, including moves, adds, changes, and deletes and such other troubleshooting and technical support activities for the Products and Services as are reasonable and customary in the industry.

**12. “Subscription Agreement”** is a legal contract for Products and Services that is executed by a customer due to Wholesaler’s direct efforts.

**13. “Taxes and Fees”** means all federal, state, local and jurisdictional taxes, fees, surcharges, and other regulatory, compliance and cost recovery fees, mandated or non-mandated, and any e911 service fee applicable to the Products and Services. Taxes and Fees are subject to change without notice.

## **2. TRAINING.**

2.1 Due to the technical nature of the Products and Services, Wholesaler shall use commercially reasonable efforts to understand the Products and Services and their capabilities and applications. Wholesaler shall continually educate itself and its personnel regarding modifications to existing Products and Services and new Products and Services, respectively, as they are released. Wholesaler shall devote sufficient time to understand the Products and Services and any subsequent developments.

2.2 Wholesaler must complete Sangoma’s minimum training requirements, including, but not limited to, training on proper “Level 1” technical support.

## **3. INSTALLATION AND CONFIGURATION.**

3.1 Wholesaler shall be responsible for arranging the installation, configuration, training, and porting management for the Products and Services in one of four (4) ways:

1) Contracting with a Certified Installer to perform the installation and configuration changes;

2) Contracting with Sangoma Partner Services to perform the installation and configuration changes, if available through the Quoting Tools;

3) If Wholesaler is a Certified Installer, it may may perform the installation and configuration changes; or

4) The Subscriber can complete the installation, where there are applicable remote installation instructions and requirements, if available through the Quoting Tools.

3.2 If Sangoma is selected for installation, the Quoting Tools will compute an installation fee covering installation, configuration, training, provisioning, and porting-related costs applicable to that deal. Sangoma's designated Certified Installer will be responsible for the installation and configuration of the Products and Services at the identified Location.

#### **4. MARGIN; PAYMENT.**

4.1 **Margin Payment.** For a standard deal, the Quoting Tools allow Wholesaler the option to add Margin to the Products and Services as Wholesaler sees fit. The Margin is calculated and paid monthly on an as-billed basis during the payments period defined herein. Sangoma encourages Wholesaler to establish an ACH payment facility with Sangoma so that payments can be credited immediately. Please contact your Sangoma representative for details.

4.2 **Wholesaler Maintenance Margin (Legacy Orders).** For legacy orders, Sangoma charges the Subscriber a base amount for maintenance, and Sangoma retains that amount. Wholesaler is free to add Margin to the Subscriber maintenance Base Rate (as permitted by the Quoting Tools), and the difference between the Base Rate and the marked-up amount will be paid to Wholesaler (as herein provided) as long as the (a) Wholesaler remains in good standing and (b) the Subscriber remains assigned to Wholesaler.

4.3 **Modifying Base Rates.** Sangoma may modify the Base Rates at any time, at its sole and absolute discretion. Professional installation, configuration, training, porting, or project management do not have Base Rates and will be calculated by the Quoting Tools.

4.4 **Special Base Rates.** Sangoma, from time to time, may negotiate special Base Rates for a particular deal. By accepting and offering the Products and Services under these special Base Rates, Wholesaler agrees to any conditions and/or discounts that vary from Sangoma's standard pricing, conditions, and/or discounts as found in the Quoting Tools when offering the Products and Services at these special Base Rates. Sangoma further reserves the right to set a minimum or maximum Margin where the Products and Services are offered with special Base Rates.

4.5 **Payment Period.** Margin payments are issued monthly on an as-billed basis, with each "margin period" running from the 16th of the first month to the 15th of the second month. Payment is made to Wholesaler on the 15th or the first Business Day thereafter of the next month period

(i.e., the 15th of the third month) from which a bill is issued. The Margin is paid net of taxes and other governmental imposts, refunds, cancellations, discounts, or chargebacks.

**4.6 Margin Statements.** Margins statements are issued to Wholesaler for each margin period. Margins are paid net of taxes and other governmental imposts, refunds, cancellations, discounts, or chargebacks. Wholesaler has a ninety (90) day look-back period from the date of receipt of the Margin statement to review and dispute the Margin statement. Following this ninety (90) day period, Wholesaler waives any right or claim to dispute any of the items disclosed or which should have been disclosed on the Payments statement.

**4.7 Clawback for Subscriber Non-Payment:** If Sangoma does not receive payment on a bill for which Sangoma has issued Margin payments to Wholesaler within one hundred twenty (120) days from the date billed, Sangoma will clawback any Margin payments made to Wholesaler in the next margin period immediately following those 120 days by offsetting such previous Margin payments against the amount due. Wholesaler shall have a ninety (90) day look back period (from the date of receipt) to review and dispute clawbacks and/or offsets disclosed on its Sangoma margin payments statement. Following this ninety (90) day period, Wholesaler waives any right or claim to dispute any of the items disclosed or which should have been disclosed on the Margin payments statement.

**4.8 Chargeback for Subscriber Refund or Credit.** If Sangoma makes Margin payments to Wholesaler on amounts that are subsequently refunded or credited back to a Subscriber for any reason, then Sangoma may deduct any Margin payments made on the refunded/credited amount from future Margin payments owed to Wholesaler at any time during a one hundred and twenty (120) day look back period. Wholesaler must provide written notice of chargeback errors to Sangoma within ninety (90) days from the chargeback date. If Wholesaler fails to make the foregoing complaint within ninety (90) days, then Sangoma will have no obligation to take any action to address the complaint, and the original Margin payment or chargeback will be considered complete and satisfied.

**4.9 Subscriber “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 the Subscriber’s monthly recurring charges (i.e., the base charges invoiced each month to Wholesaler’s Subscribers or MRR) is 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 (“**Extension Months**”). During the Promotional Months, the MRR is not considered “as-billed” to pay Margin, and Wholesaler shall not receive Margin payments associated with that Subscriber during the Promotional Months.

Wholesaler shall receive Margin payments associated with that Subscriber for the remaining months of the term of the Subscription Agreement, including the Extension Months.

## 5. SUBSCRIBER EXCLUSIVITY.

5.1 **Deal Registration.** Wholesaler does not have an exclusive right to market the Products and Services. However, a Location may be exclusively registered to Wholesaler for a 90-day exclusive registration period on a first-come basis as valid quotes are registered. During the 90-day exclusive registration period, Sangoma will not honor any other quote submitted for that same Location by another Sangoma partner. If following the expiration of the 90-day exclusive registration period, the quote and a Subscription Agreement have not been executed, Wholesaler will no longer have exclusivity for the quoted Location. Sangoma reserves the right to extend periods of exclusivity for a Location on a deal-by-deal basis for good cause shown. Uploading a “placeholder” quote is not permitted, and repeated violations shall be deemed a material breach of the Agreement. In the case of conflicting registrations, Sangoma reserves the right to resolve such conflicts at its sole discretion.

5.2 **Ongoing Exclusivity.** If the quote and a Subscription Agreement are executed during the 90-day exclusive registration period, Wholesaler will have exclusivity for that Location for the term of the Subscription Agreement, including Renewals (i.e., Subscriber will become an “assigned” Subscriber of Wholesaler) subject to the section titled ‘*Termination of Exclusivity.*’ Exclusivity is Location-specific. Wholesalers who quote one or a portion of a multi-Location Subscriber do not automatically receive exclusivity for all of the Subscriber’s unquoted Locations.

5.3 **Termination of Exclusivity.** The Subscriber exclusivity provisions stated above shall no longer apply, and Sangoma may attempt to have a Subscriber sign a new Subscription Agreement, if (i) the Agreement terminates or expires; or (ii) Wholesaler is in default under the Agreement and beyond any applicable cure periods.

5.4 **Subscriber Disputes.** Sangoma will make commercially reasonable efforts to mediate disputes between a Subscriber and Wholesaler. If the two sides cannot reconcile, Sangoma has the authority to reassign the Subscriber upon the receipt of a written request from Subscriber (at Sangoma’s absolute and sole discretion). If the two sides cannot reconcile within a reasonable period, as determined by the circumstances of the dispute, Sangoma reserves the right and herein has the authority to reassign Subscriber without invalidating or terminating the Agreement. Such transfer will be at Sangoma’s reasonable discretion. In the event of a reassignment due to a Subscriber request, all Margin and/or other payments to Wholesaler for that Subscriber shall cease.

## **6. CO-BRANDING.**

**6.1 Co-Branding of Quoting Tools.** Wholesaler, at its option, may choose to co-brand its quotes with its trademarks, subject to the availability of formatting and visual display options of the Quoting Tools.

**6.2 Marketing Materials.** Sangoma shall supply Wholesaler with original electronic copies of marketing materials and textual training materials in a form such that Wholesaler may conveniently co-brand the materials. No other changes shall be made to such marketing materials without Sangoma's advance written consent.

## **7. TRADEMARKS AND PROPRIETARY NOTICES; LOGOS.**

During the term of the Agreement, Wholesaler shall be authorized to distribute material containing the trademarks, trade names, logos, and designations used by Sangoma, provided, however, that all such materials must be (1) provided by Sangoma; (2) used by Wholesaler solely in connection with the promotion of Products and Services; and (3) all intellectual property provided by Sangoma shall remain the property of Sangoma exclusively. Wholesaler shall not remove or destroy any copyright notices, trademarks, or other proprietary markings on the software, documentation, or other materials related to Products and Services. Wholesaler shall not independently create or distribute any promotional or advertising material containing Sangoma's trademarks, trade names, logos, and designations without Sangoma's prior written consent. Wholesaler shall not use any Sangoma copyrighted materials, trademarks, service marks, or other proprietary markings on its website without Sangoma's prior written consent. Finally, Wholesaler will not engage in any type of Internet-based mass marketing for the Products and Services including, but not limited to, spamming or any other form of mass marketing or advertising using the Internet; provided, however, that Wholesaler shall be permitted to engage in targeted email campaigns and web page advertisements approved in advance by Sangoma as part of its marketing efforts.

## **8. ORDER MANAGEMENT.**

**8.1** Within the Quoting Tools.

**8.1.1** Wholesaler will receive the necessary credentials to access the Quoting Tools, which may be particular for the type of deal and/or the Products or Services ordered by a Subscriber. The Quoting Tools generate the necessary documents for signature by the Subscriber, including the quote and the Subscription Agreement, and documents specific to a deal, such as the Monthly Hardware Agreement, Sangoma Credit Application, and marketing materials, as applicable.

**8.1.2** When a Subscriber opts to purchase Hardware replacement coverage, which is collected monthly for the term of a Subscription Agreement and covers next-Business Day replacement for "*Covered Components*," the Quoting Tools compute the amount to be charged to the Subscriber



8.1.3 Where a Subscriber opts to purchase the Products and Services under Sangoma’s “Monthly Hardware Payment Program,” which spreads the Hardware, installation, shipping, and monthly recurring Products and Services costs over the life of the Subscription Agreement, the Quoting Tools will provide the applicable Base Rates which Wholesaler will be able to add Margin (i.e., by adding Margin to individual Hardware items and the installation component). Margin for Monthly Hardware Payment deals is paid as a one-time, upfront payment. The overall Monthly Hardware Payment amount is not subject to Margin.

8.1.4 The Quoting Tools automatically compute recommended installation, configuration, and training charges. When Wholesaler takes responsibility for these activities, it may set the Subscriber charges and receive 100% of such charges. When Wholesaler opts for Sangoma to perform these activities (as described herein), the Quoting Tools will provide the Base Rates for such activities, and Sangoma will retain those amounts. If Sangoma provides these services to the Subscriber, Wholesaler may not discount these items to the Subscriber.

8.1.5 Processing of a deal from the Quoting Tools will begin when the Subscription Agreement is accepted (“**Accepted**” or “**Acceptance**”) by Sangoma. “**Acceptance**” means 1) the Subscription Agreement has been presented with all required information and properly signed by the Subscriber; 2) the order represents a complete order (no “placeholder” contracts); 3) payment acceptable to Sangoma (cash, credit card or ACH) for amounts then due and a properly completed, payment authorization form have been received; and 4) when applicable, approved Sangoma Commercial Credit Application is provided. In the case of poor Subscriber credit, Sangoma may require an additional upfront deposit and/or personal guarantee if the equipment and/or other components are rented under a Monthly Hardware Agreement.

8.1.6 When submitting an order through the Quoting Tools, the quote and Subscription Agreement (including the Commercial Credit Application, Monthly Hardware Agreement, etc., when applicable) must be properly completed and executed by an authorized agent of the Subscriber. These documents must be received by Sangoma and finalized in the Quoting Tools. All payments must be paid to the order of *Sangoma US Inc.*

8.2 **Shipping Charges.** The Quoting Tools include a shipping charge for all orders. Should additional shipping charges be incurred, they will be invoiced (to Subscriber or Wholesaler, as appropriate) as soon as they are known.

8.3 **Order Fulfillment.** Order processing will not begin until all necessary documents and information (properly executed documents, current Subscriber phone bills, porting information, etc.) are provided by Wholesaler to Sangoma and the deal has been funded.

8.3.1 Sangoma requires a 5-day window to ship (not deliver) initial orders from the time order processing has commenced. Add-on orders require one Business Day to ship but can be expedited to same Business Day (as explained herein) if all required documents are received at Sangoma’s Sarasota, Florida, headquarters before 12:00 PM ET on a Business Day.

8.3.2 Delays due to credit approvals do not qualify an order for expedited processing. Expedited order processing is available for a fee—starting at \$100 for initial orders and \$50 for add-ons. If additional shipping costs are incurred, those costs will be billed to the appropriate party, as described above.

8.4 **Progress Reports.** Wholesaler can track the progress of deals via DealTrack, or they can contact Sangoma Order Commencement for updates on deals before final acceptance. Contact your Sangoma representative for updates on order processing and provisioning. Please review the margin payments report carefully when received and inform Sangoma’s commission’s department of any discrepancies.

## 9. MOVING PRODUCTS AND SERVICES; ADOPTION AND RE-BILL FEES.

Wholesaler “sells” via the Subscription and Purchase Agreement Products and Services to Subscribers. However, selling for the Agreement constitutes selling the Products and Services in the aggregate for a term of no less than three (3) years, except for “Monthly Hardware” and/or “All-Inclusive” Products and Services which are sold for a term of no less than five (5) years. At any time during those periods, Wholesaler has the option to move purchased Products and Services amongst Subscribers. Monthly Hardware and/or All-Inclusive Products and Services may only be moved on a Location basis (i.e., all Monthly Hardware and/or All-Inclusive Products and Services must all be moved to a new Location). Adoption fees (“**Adoption Fee**”) will apply for the moved hardware and/or equipment at Sangoma’s then-prevailing adoption fee rates. To move Products and Services, Wholesaler must provide Sangoma with all necessary information required by Sangoma (such as, for example, new Location information, newly built portal Locations, new billing contact, etc.) to redistribute the Products and Services at least five (5) calendar days before the date on which Sangoma issues wholesaler’s monthly invoice. Sangoma reserves the right to charge Wholesaler a fee (“**Re-Bill Fee**”) for five hundred dollars (\$500.00) per instance (i.e., per move). The Adoption Fee and the Re-Bill Fee will be invoiced to Wholesaler and will be due and owing upon receipt.

## 10. PREVIOUSLY DEPLOYED EQUIPMENT.

Sangoma does not permit the resale or reuse of Sangoma Hardware to another Subscriber without Sangoma approval and may be subject to Adoption Fees (defined herein). Software licenses associated with Sangoma Hardware and/or Components are not transferable without Sangoma’s written authorization. Wholesaler shall not knowingly purchase or reuse previously deployed Sangoma Hardware. Sangoma reserves the right to refuse to provide service to any Hardware or Components it determines are being reused in violation of this policy. This provision is material to Sangoma.

## 11. DEMO PHONE SYSTEM.

A demo phone kit is optional for Wholesaler. Please contact Wholesaler’s Sangoma representative for details. Demo phone kits are tracked and may not be used as commercial phone systems for Wholesaler or others.



## 12. WHOLESALER'S RESELLERS.

12.1 **Resellers.** At Wholesaler's option, Wholesaler may authorize entities to resell the Products and Services on behalf of Wholesaler ("**Resellers**"). According to the terms agreed to between Wholesaler and Resellers, such authorization shall be by agreement between Wholesaler and Resellers.

12.2 **Wholesaler's Obligations.** Wholesaler shall:

1) comply with, and cause all of its Resellers to comply with, all of Sangoma's written policies and procedures, terms, conditions of service, and other directives relating to the Products and Services (including, to the extent applicable, these Terms of Service);

2) offer, and cause its Resellers to offer, the Products and Services on substantially the same terms (other than pricing terms) as those contained in the then-current version of the Subscription Agreement;

3) conduct, and cause its Resellers to conduct, all business in an honest and forthright manner intended to reflect favorably at all times on the Products and Services and Sangoma's brand, goodwill, and reputation;

4) refrain, and cause its Resellers to refrain, from all deceptive, misleading or unethical practices concerning Subscribers and Sangoma;

5) describe, and cause its Resellers to describe, the Products and Services accurately in all material respects; and

6) ensure that all representations made to Subscribers by Wholesaler and its Resellers are true, complete, correct and entirely consistent with the information provided in Sangoma's written technical or sales materials.

12.3 **Sangoma's Obligations.** Sangoma shall use commercially reasonable efforts (1) to process orders for the Products and Services obtained by or through Reseller; and (2) to perform its obligations under the Agreement in a professional manner as it relates to interactions with Resellers.

## 13. NATIONAL ACCOUNTS.

Sangoma and its resellers will, from time to time, service large national accounts. Wholesaler's Margin on national accounts it produces for Sangoma will be negotiated on a case-by-case basis. Sangoma's goal in connection with its national accounts is to provide the best possible account management and attain the highest possible satisfaction levels for each such account. Wholesalers having a Location or group of Locations will not automatically give it exclusivity for the national account for that Subscriber. National account designations will be made independently by Sangoma and must be applied for.

**14. GOVERNMENT CONTRACTS.**

Sangoma has its Products and Services listed with various state and federal contract solicitations. All government contracts will be negotiated individually and have terms, conditions, discounts, and pricing that vary from Sangoma’s standard Quoting Tools pricing. All Margin resulting from a government contract will be based on the unique terms and conditions of such government contracts and will be independently negotiated between Wholesaler and Sangoma at the appropriate time.

**15. TAXES, FEES, AND OTHER GOVERNMENTAL CHARGES.**

15.1 **Taxes and Fees.** Subscribers will be charged all applicable Taxes and Fees. These charges are partly computed based on the taxing jurisdiction(s) where the Location is operating the Products and Services and are charged every month at then-current rates. Note, the Quoting Tools do not calculate or display applicable Taxes and Fees as part of the quote.

15.2 **Governmental Charges.** Sangoma shall have the right to modify or change the Base Rates to recover any amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of new laws or other similar quasi-governmental orders that are binding on Sangoma (“**Governmental Charges**”). Governmental Charges will be pass-through charges to Subscriber and not marked up by Sangoma.

**16. INSURANCE REQUIREMENTS.**

16.1 Sangoma shall maintain in force during the Term insurance coverage in the categories and policy limits set forth herein and provide Wholesaler certificate(s) evidencing all such coverages:

| <u><b>Insurance Category</b></u>                         | <u><b>Policy Minimums</b></u>   |
|--|---|
| General Liability-                                       | \$2,000,000 Each Occurrence   |
| Including Contractual Liability and Completed Operations | \$5,000,000 Aggregate<br>(can include Umbrella Liability)               |
| Automobile Liability-                                    | \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage |
| Including Hired and Non-owned Vehicles                   | (can include Umbrella Liability)  |
| Workers’ Compensation                                    | As required by each state in which Sangoma operates.                    |
| Employers Liability                                      | \$1,000,000 Each Accident   |

|   |                                    |
|---|------------------------------------|
|   | \$1,000,000 Each Employee- Disease |
|   | \$1,000,000 Policy Limit- Disease  |
| Primary Commercial Blanket Bond   | \$100,000 Each Employee            |
| Umbrella Liability  | \$10,000,000 Each Occurrence       |
|   | \$10,000,000 Aggregate             |
| Professional Liability/ Errors & Omissions Coverage (Including coverage for Copyright, Trademark, Privacy, and Associated Intellectual Property Risk) | \$2,000,000 Each Occurrence        |
| Privacy & Network Liability (Including Data Breach Fund and Regulatory Proceedings)   | \$10,000,000 Per Claim             |
|   | \$10,000,000 Annual Aggregate      |
|   | \$1,000,000 Data Breach Fund       |
|   | \$5,000,000 Regulatory Proceeding  |

16.2 Furthermore, Sangoma agrees as follows:

16.2.1 All insurance policies required to be maintained according to Section 16.1 shall be procured from insurance companies rated at least A-VII or better by the then-current edition of Best’s Insurance Reports published by A.M. Best Co.

16.2.2 Such above insurance shall not be canceled, the coverage hereunder reduced, or the policies materially changed.

16.2.3 Within seven (7) days of the Agreement’s Effective Date, Sangoma shall provide Wholesaler with Certificates of Insurance (Accord Forms) evidencing the insurance required to be maintained under Section 16.1. The Certificates of Insurance shall evidence thirty (30) days’ written notice of cancellation or non-renewal in coverage.

16.2.4 All insurance coverage required to be maintained under Section 16.1 shall be on an occurrence basis. The only exception is if the claims-made coverage provides a three (3)-year period of “tail coverage” on any expiring/canceled claims-made insurance policy. In no event will Wholesaler be required to accept self-insurance.

16.2.5 All insurance required to be maintained under Section 16.1 shall be primary and noncontributory to any insurance maintained by Sangoma’s subcontractors, Wholesaler, or Wholesaler’s Subscribers.

16.3 Wholesaler shall obtain and maintain in force during the Term insurance coverage in the categories and policy limits set forth herein and provides Sangoma certificate(s) evidencing all such coverages and the designation of Sangoma US Inc. as an additional insured and as a loss payee thereunder:

| <u><b>Insurance Category</b></u>  | <u><b>Policy Minimums</b></u>  |
|---|--|
| General Liability-<br>Including Contractual Liability<br>and Completed Operations | \$2,000,000 Each Occurrence<br>\$5,000,000 Aggregate<br>(can include Umbrella Liability)                       |
| Automobile Liability-<br>Including Hired and Non-owned<br>Vehicles                | \$2,000,000 Combined Single Limit for Bodily<br>Injury and Property Damage<br>(can include Umbrella Liability) |
| Workers’ Compensation   | As required by each state in which Wholesaler<br>offers Products and Services.                                 |
| Employers Liability   | \$1,000,000 Each Accident<br>\$1,000,000 Each Employee- Disease<br>\$1,000,000 Policy Limit- Disease           |
| Primary Commercial Blanket Bond   | \$100,000 Each Employee  |
| Umbrella Liability  | \$10,000,000 Each Occurrence<br>\$10,000,000 Aggregate   |

16.4 Furthermore, Wholesaler agrees as follows:

16.4.1 All insurance policies required to be maintained under Section 16.3 shall be procured from insurance companies rated at least A-VII or better by the then-current edition of Best’s Insurance Reports published by A.M. Best Co.

16.4.2 Such above insurance shall not be canceled, the coverage hereunder reduced, or the policies materially changed.

16.4.3 Within seven (7) days of the Effective Date, Wholesaler shall provide Sangoma with Certificates of Insurance (Accord Forms) evidencing the insurance required to be maintained under Section 16.3. The Certificates of Insurance shall evidence thirty (30) days' written notice of cancellation or non-renewal in coverage.

16.4.4 All insurance coverage required to be maintained under Section 16.3 shall be on an occurrence basis. The only exception is if the claims-made coverage provides a three (3)-year period of "tail coverage" on any expiring/canceled claims-made insurance policy. In no event will Sangoma be required to accept self-insurance.

16.4.5 All insurance required to be maintained under this Section shall be primary and noncontributory to any insurance maintained by Sangoma.

## **17. INDEMNIFICATION.**

17.1 **Sangoma Indemnification.** Wholesaler shall indemnify, defend, and hold harmless Sangoma and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Sangoma Indemnitees**") against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees that are incurred by Sangoma Indemnitees, arising out of any third party claim arising out of (i) any breach or non-fulfillment of any provision of the Agreement by Wholesaler or its personnel, (ii) any negligent or more culpable act or omission of Wholesaler or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Wholesaler or its personnel (including any reckless or willful misconduct); or (iv) any failure by Wholesaler or its personnel to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations under the Agreement.

17.2 **Wholesaler Indemnification.** Sangoma shall indemnify, defend, and hold harmless Wholesaler and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Wholesaler Indemnitees**") against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees that are incurred by Wholesaler Indemnitees, arising out of any third party claim arising out of (i) any breach or non-fulfillment of any provision of the Agreement by Sangoma or its personnel, (ii) any

grossly negligent or more culpable act or omission of Sangoma or its personnel in connection with the performance of its obligations under the Agreement.

**17.3 Intellectual Property Infringement.** If it is judicially determined that Sangoma has infringed any third party's copyright or patent rights arising under the laws of the United States, Sangoma will, at its expense, either (1) procure for Wholesaler the right to continue the use of the infringing services, products, equipment or any component thereof; or (2) replace or modify such infringing services, products, equipment or any component thereof, with non-infringing services, products, equipment or component that are reasonably satisfactory to Wholesaler. Sangoma shall have no obligations under this Section concerning a Claim to the extent arising out of:

- 1) Any materials provided by Wholesaler to Sangoma;
- 2) Any modifications or changes made to the Products and Services by any party other than Sangoma; or
- 3) Use of the Products and Services in combination with any other service(s), product(s), or software not provided by Sangoma.

**17.4** Each Party is solely responsible for the collection and remittance of all applicable Taxes and Fees in connection with the consumption, sale, or resale of the Products and Services by that Party ("**Obligor**") and shall defend, indemnify, and hold harmless the other Party for such Taxes and Fees. To the fullest extent permitted by law, as of the date that an obligation to indemnify for Taxes and Fees arises, the Obligor shall defend, indemnify, hold harmless, pay and reimburse the other Party ("**Obligee**") against any Losses relating to any obligation or duty on the part of the Obligor to collect and/or remit Taxes and Fees in connection with the consumption, sale or resale of the Products and Services by the Obligee. The foregoing Taxes and Fees indemnification obligation shall include expenses incurred in investigating or defending against such Losses and any amounts expended in settlement of any Losses to which the Obligee may become subject as a result of any obligation or duty on the part of the Obligor to collect and/or remit Taxes and Fees in connection with the consumption, sale or resale of the Products and Services by the Obligor.

**17.5** Each Party is also solely responsible for collection and remittance of any Taxes and Fees imposed on that Party that is based upon that Party's revenue, income, net income, net assets, net worth or capital or any Tax imposed in lieu thereof, and for the remittance of all contributions or taxes for unemployment insurance, social security payments or other assessments for those persons employed by that Party.

**17.6** If any Claim arises to which the provisions of this Section may be applicable, the Party that claims entitlement to indemnification (the "**Indemnitee**") shall, immediately upon learning of such Claim, notify the other Party (the "**Indemnitor**"). The Indemnitor may settle or compromise such Claim (provided that such settlement or compromise does not require the Indemnitee to admit liability, pay money or suffer an impairment of rights) or retain counsel and control and prosecute the defense. In no event shall the Indemnitee have the right to pay, settle or otherwise compromise



such Claim without the prior written consent of the Indemnitor unless the Indemnitor has received notice of the Claim and has failed to timely provide defense through competent counsel experienced in the matters concerning the Claim.

17.7 If any Claim arises to which the provisions of this Section may be applicable, then each Party shall provide the other all reasonable aid and cooperation in the conduct of the investigation, defense, and/or settlement of such Claim as regards to potential liability to any third party. In this regard, the Indemnitee shall make available to the Indemnitor or its representatives all persons, records, and other materials required by them and in the possession or under the control of the Indemnitee, for the use of the Indemnitor and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense. All such materials provided will remain the property of the Indemnitee.

17.8 The indemnification provisions in this Section shall survive the Agreement's expiration, cancellation, breach, or termination.

## **18. DISCLAIMER OF WARRANTIES.**

SANGOMA MAKES NO WARRANTIES NOR PROVIDES ANY REPRESENTATIONS AS TO THE PRODUCTS AND SERVICES. THE PRODUCTS AND SERVICES ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, EVEN IF SUCH PURPOSE OR USE WAS KNOWN OR WAS MADE KNOWN. SANGOMA SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INTERRUPTIONS AFFECTING THE PRODUCTS AND SERVICES THAT ARE ATTRIBUTABLE TO EQUIPMENT FAILURES OR WHOLESALER'S BREACH OF THE AGREEMENT.

## **19. LIMITATION OF LIABILITY; SOLE REMEDY.**

19.1 **No Consequential or Indirect Damages.** EXCEPT AS PROVIDED BELOW IN THIS SECTION, IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, OR OWNERS BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR ANY DAMAGES RESULTING FROM LOSS OF (1) USE, (2) DATA, (3) REVENUE OR (4) PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.2 **Maximum Liability.** EXCEPT FOR THE PAYMENT OF MARGIN PAYMENTS HEREUNDER BY SANGOMA TO WHOLESALER AND AS PROVIDED HEREIN, IN NO EVENT, SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR

RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF MARGIN PAYMENTS RECEIVED BY WHOLESALER HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF A PARTY'S REMEDIES UNDER THE AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

**19.3 Tax Liability.** NEITHER PARTY SHALL BE RESPONSIBLE TO ANY TAXING AUTHORITY FOR ANY OF THE OTHER PARTY'S TAX LIABILITY UNDER ANY CIRCUMSTANCES. NEITHER PARTY SHALL BE LIABLE FOR ANY PENALTIES AND/OR INTEREST INCURRED BY THE OTHER PARTY AS A RESULT OF THE PARTY'S FAILURE TO TIMELY FILE ANY TAX RETURN AND/OR REMIT ANY TAX DUE.

**19.4 Exceptions.** THE LIMITATIONS AND EXCLUSIONS OUTLINED IN THIS SECTION 19 SHALL NOT APPLY TO:

- 1) Amounts owed to Sangoma by Wholesaler and Subscriber for Products and Services provided under the Agreement;
- 2) Sangoma's or Wholesaler's indemnification obligations;
- 3) The grossly negligent acts or omissions or willful misconduct of either Party in performing its obligations under the Agreement; or
- 4) A Party's obligation to pay attorneys' fees and court costs.

**19.5 Sole Remedy.** THIS SECTION SETS FORTH EACH PARTY'S SOLE LIABILITY AND ENTIRE OBLIGATION AND EXCLUSIVE REMEDY FOR ANY ACTION THAT IS BROUGHT AGAINST SUCH PARTY. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT LIMIT THE OBLIGATIONS AND LIABILITY OF EACH PARTY AS PROVIDED IN THE INDEMNIFICATION SECTION OF THE AGREEMENT.

## **20. DISCLAIMER OF WARRANTIES.**

Wholesaler understands that Sangoma cannot and does not guarantee or warrant that files available via the Website will be free of viruses or other destructive code. Wholesaler is responsible for implementing sufficient procedures and checkpoints to satisfy Wholesaler's particular requirements for anti-virus protection and accuracy of data input and output and for maintaining a means external to the Quoting Tools for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, SANGOMA WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO USE OF THE QUOTING TOOLS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE QUOTING TOOLS. WHOLESALER AND AGENTS USE OF THE

QUOTING TOOLS, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE QUOTING TOOLS IS AT WHOLESALER'S OWN RISK. THE QUOTING TOOLS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SANGOMA NOR ANY PERSON ASSOCIATED WITH SANGOMA MAKES ANY WARRANTY OR REPRESENTATION CONCERNING THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE QUOTING TOOLS. WITHOUT LIMITING THE FOREGOING, NEITHER SANGOMA NOR ANYONE ASSOCIATED WITH SANGOMA REPRESENTS OR WARRANTS THAT THE QUOTING TOOLS, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE QUOTING TOOLS WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE QUOTING TOOLS OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE QUOTING TOOLS WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, SANGOMA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

## **21. AMENDMENTS.**

Except as otherwise set forth to the contrary in the Agreement, no modification to the Agreement, nor any waiver of any rights, shall be effective unless such modification or waiver is in writing and signed by each of the Parties; provided, however, that Sangoma shall have the right, in its sole and absolute discretion, to amend, modify, add, delete, or cancel the terms of any exhibit to the Agreement, including these Terms of Service; provided further, however, that all such amendments, modifications, additions, deletions or cancellations, including price and term changes shall apply prospectively only; and provided further, that any such modification or amendment to the determination of Margin shall apply to only those Subscribers who execute a Subscription Agreement after the effective date of such amendment or modification.

## **22. ASSIGNMENT.**

Neither Party may assign any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that either Party may assign its rights or obligations in whole only, without such consent, to (a) one of its affiliates, or (b) an entity that acquires substantially all of the business or assets of such Party to which the Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise (each, an "**Assignee**"). Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning Party of any of its obligations under the Agreement unless the non-assigning Party enters into a novation releasing the assigning Party of such obligations.

## **23. GOVERNING LAW AND VENUE.**

23.1 The Agreement and all matters arising out of or relating to the Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws rules or other rules that would result in the application of the laws of a different jurisdiction.

23.2 Each Party irrevocably:

1) Submits to the exclusive jurisdiction of the Twelfth Judicial Circuit in and for Sarasota County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division, in any action or proceeding arising out of, or relating to, the Agreement, the relations between the parties to the Agreement, and any matter, action or transaction described in the Agreement, whether in contract, tort or otherwise;

2) Agrees that such courts shall have exclusive jurisdiction over such actions or proceedings;

3) Waives the defense that Sarasota/Tampa, Florida is an inconvenient forum to the maintenance and continuation of such action or proceeding;

23.3 If an action or proceeding is initiated in one of the courts referenced above and is pending, the Parties agree, for the convenience of the Parties and subject to any limitations on subject matter jurisdiction of the court, to initiate any counterclaims or related actions in the same proceeding (as opposed to a separate proceeding in any of the other courts specified above).

## **24. WAIVER OF JURY TRIAL.**

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING ANY EXHIBITS, ATTACHED TO OR INCORPORATED INTO THE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

## **25. INDEPENDENT CONTRACTOR.**

Sangoma is contracting with Wholesaler for results only. Subject to the terms of the Agreement, Sangoma shall not control the means, methods, or times in which Wholesaler performs the

obligations required of it under the Agreement. Wholesaler shall act exclusively as an independent contractor. Nothing contained herein will in any way constitute or shall be construed to be any association, partnership, employment arrangement, or joint venture between the Parties hereto, or be construed to evidence the intention of the Parties to establish any such relationship. Neither Party will have the power to bind the other Party or incur obligations on the other Party's behalf without the other Party's prior written consent in every instance. Except as otherwise specifically set forth herein, Wholesaler shall be solely responsible for all costs related to its performance under the Agreement and hold Sangoma harmless regarding such costs.

## **26. WAIVER; RIGHTS CUMULATIVE.**

Except as otherwise set forth to the contrary in the Agreement, the rights and remedies of the Parties to the Agreement are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege under the Agreement or any of the documents referred to in the Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law:

1) No claim or right arising out of the Agreement or any of the documents referred to in the Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party;

2) No waiver that a Party may give will be applicable except in the specific instance for which it is given in writing; and

3) No notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in the Agreement or the documents referred to or incorporated in the Agreement.

## **27. DOCUMENT CONSTRUCTION; PRECEDENCE.**

The Agreement has been negotiated at arm's length. Any rule of law or legal decision that requires interpretation of ambiguities against the drafting party is not applicable and is hereby waived. The Agreement's provisions shall be interpreted in a commercially reasonable manner to effect the purpose of the Parties to the Agreement. In the event of any inconsistent or conflicting term, the order of precedence shall be these Terms of Service, the Agreement, and any addenda and/or exhibits subsequently added to the Agreement.

## **28. PREVAILING PARTY ENTITLED TO ATTORNEYS' FEES AND COSTS.**

If any legal action or any other proceeding is brought for the interpretation or enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Agreement, the successful or Prevailing Party or parties shall be entitled to recover all reasonable costs and fees incurred in that action or proceeding which shall include, without limitation, reasonable fees of attorneys, legal assistants, paralegals, and other legal

personnel which is supervised by an attorney together with reasonable fees of accountants, appraisers, and other professionals or experts, in addition to any other relief to which it or they may be entitled. All fees shall be limited to what is determined as reasonable by the matter's type, duration, and location and shall conform to the Rules Regulating the Florida Bar. In this event, this definition shall apply to "litigation," which shall include arbitration if such arbitration is binding and agreed to by the Parties. For purposes hereof, "**Prevailing Party**" means any party or neither party in any proceeding that has substantially prevailed concerning the amount in controversy or has substantially prevailed concerning the most significant issue or set of issues presented as determined by the judge (not the jury) or the arbitrator(s) and any such judgment or award shall articulate the basis for determining the Prevailing Party. The preceding shall include fees incurred for proof of attorneys' fees (fees for fees), appellate proceedings, and collection by the Prevailing Party of any award or judgment.

### **29. LIMITATION OF ACTION.**

Any legal action arising out of the Agreement shall be barred unless commenced within one (1) year of the act or omission giving rise to the action or after the discovery of such act or omission.

### **30. FORCE MAJEURE.**

Neither Party shall not be liable for any delay or failure to perform its obligations under the Agreement, except for the payment of any amounts owed hereunder, that is caused by an event outside the control of the Party (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 a Party's authorization to conduct business or perform under the Agreement, including, without limitation, the failure to obtain, or the termination or withdrawal of, any permit or license required to do business or for performance under the Agreement; (e) embargoes or blockades in effect on or after the Effective Date of the 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; and (i) any other similar events or circumstances beyond the control of a Party.

### **31. NOTICES.**

A "**Legal Notice**" is any notice, request, consent, claim, demand, waiver, or other communication given pursuant to Section 2 of the Agreement, or as required by law. A "**Non-Legal Notice**" is any notice, request, consent, claim, demand, waiver, or other communication given for a reason other than one used for a Legal Notice, including, but not limited to, a Party updating its address or email for purposes of this Section. A "**Notice**" is a Legal Notice or a Non-Legal Notice.



Each Party shall deliver all Notices in writing, using the communications methods set out below, and addressed to the other Party at its addresses or emails specified on the signature page of the Agreement. A Notice shall be deemed effective: (a) when received, if delivered by hand with written confirmation of receipt; (b) when received, if sent via certified mail, registered mail, or a nationally recognized overnight courier; (c) on the date sent by email if (i) emailed to the recipient before 5:00 P.M. at the recipient's location on a day other than a Saturday, Sunday, or other day on which the recipient is required by law to be closed for business (a "**Business Day**"), and (ii) such Notice is also immediately thereafter sent to the recipient via a nationally recognized overnight courier; or (d) on the next Business Day after the date sent by email if (i) emailed after 5:00 P.M. at the recipient's location or on a day other than a Business Day, and (ii) such Notice is also immediately thereafter sent to the recipient via a nationally recognized overnight courier.

A Non-Legal Notice shall also be deemed effective one (1) Business Day after being emailed to the recipient, except if the Non-Legal Notice receives a machine-generated response that delivery has failed.

A Party may change its address or email for purposes of this Section by sending the other Party notice of such change.

## **32. ANTI-BRIBERY.**

32.1 Wholesaler shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (including but not limited to the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010).

32.2 Wholesaler and its owners, directors, officers, employees, agents, partners, and vendors have not and shall not directly or indirectly pay, offer, promise to pay, or authorize the payment of, any money or anything of value to any person to obtain improperly, retain, or direct business or secure any improper advantage in connection with the Products and Services. Wholesaler shall also implement adequate procedures to prevent a breach of this section. If Wholesaler becomes aware of this section's breach or potential breach, Wholesaler shall immediately notify Sangoma and promptly take action against those involved.

32.3 Wholesaler certifies that none of its owners, directors, officers, employees, agents, or partners have been convicted of or pleaded guilty to bribery, fraud, or related charges.

32.4 If Sangoma has reason to believe that a breach of this section has occurred or may occur, Sangoma may, at its discretion, and without liability to Wholesaler, notify Wholesaler of its obligation to cure within the Cure Period and/or terminate the Agreement immediately, until it receives confirmation to its satisfaction that no breach has occurred or will occur. Wholesaler shall

further indemnify and hold Sangoma harmless against any related claims, losses, or damages incurred under a breach of this section.

32.5 Wholesaler shall keep accurate books, accounts, and records related to its business with Sangoma and allow Sangoma, or its independent audit firm, reasonable access to these to verify compliance with this Section.

### **33. SURVIVAL; SEVERABILITY.**

All terms and provisions of the Agreement that should by their nature survive the termination of the Agreement will so survive. If any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement and the remaining portion(s) of the Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from the Agreement.

### **34. SANGOMA-PROVIDED QUOTING TOOLS.**

34.1 **Acceptance Upon Use.** Sangoma provides its Quoting Tools via a website, which may be accessed by a user (whether as a guest or a registered user) via a user account. By using the Quoting tools, or by clicking to accept or agree to these Online Terms when this option is made available, Wholesaler accepts and agrees, in addition to being bound by these Online Terms and the Agreement, to be bound to and abide by Sangoma's "Privacy Policy" and "CPNI Policy," both found on the Policy Page.

34.2 **Accessing the Quoting Tools and Account Security.** Sangoma reserves the right to withdraw or amend the Quoting Tools and any service or material provided on the Quoting Tools, in Sangoma's sole discretion without notice. Sangoma will not be liable if, for any reason, all or any part of the Quoting Tools are unavailable at any time or for any period. From time to time, Sangoma may restrict access to some parts or the whole of the Quoting Tools to users, including registered users.

34.3 Wholesaler is responsible for:

34.3.1 Making all arrangements necessary for Wholesaler to have access to the Quoting Tools; and

34.3.2 Ensuring that all persons who access the Quoting Tools through Wholesaler's internet connection know these Online Terms and comply with them.

34.4 To access the Quoting Tools, Wholesaler may be asked to provide certain registration details or other information. It is a condition of the Quoting Tools that all the information provided is correct, current, and complete. All information provided to register with the Quoting Tools or otherwise, including but not limited to through the use of any interactive features on the Quoting Tools, is governed by Sangoma's Privacy Policy found on the Policy Page, and Wholesaler

consents to all actions Sangoma takes concerning Wholesaler's information consistent with Sangoma's Privacy Policy.

34.5 If Wholesaler chooses or is provided with a user name, password, or any other piece of information as part of Sangoma's Quoting Tools security procedures, Wholesaler must treat such information as confidential and not disclose it to any other person or entity. Wholesaler also acknowledges that accounts are personal and agrees not to provide any other person with access to the Quoting Tools or portions of it using Wholesaler's user name, password, or other security information. Wholesaler shall notify Sangoma immediately of any unauthorized access to or use of usernames or passwords or any other breach of security. Wholesaler shall also ensure it exits from accounts at the end of each session.

34.6 Sangoma has the right to disable any user name, password, or another identifier, whether chosen by Wholesaler or provided by Sangoma, at any time in Sangoma's sole discretion for any or no reason, including if, in Sangoma's opinion, Wholesaler has violated any provision of this Section.

34.7 **Prohibited Uses.** Wholesaler may use the Quoting Tools only for lawful purposes, and Wholesaler shall not to use the Quoting Tools:

1) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);

2) To impersonate or attempt to impersonate Sangoma, a Sangoma employee, another user, or any other person or entity (including, without limitation, by using email addresses [or screen names] associated with any of the preceding);

3) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Quoting Tools, or which, as determined by Sangoma, may harm Sangoma or users of the Quoting Tools or expose them to liability;

4) Use the Quoting Tools in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Quoting Tools, including their ability to engage in real-time activities through the Quoting Tools;

5) Use any robot, spider, or another automatic device, process, or means to access the Quoting Tools for any purpose, including monitoring or copying any of the material on the Quoting Tools;

6) Use any manual process to monitor or copy any of the material on the Quoting Tools or for any other unauthorized purpose without our prior written consent;

7) Use any device, software, or routine that interferes with the proper working of the Quoting Tools;

- 8) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- 9) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Quoting Tools;
- 10) Attack the Quoting Tools via a denial-of-service attack or a distributed denial-of-service attack; or
- 11) Otherwise, attempt to interfere with the proper working of the Quoting Tools.

**34.8 Reliance on Information Posted.** The information presented on or through the Quoting Tools is made available solely for general information purposes. Sangoma does not warrant the accuracy, completeness, or usefulness of this information. Any reliance Wholesaler places on such information is strictly at its own risk. Sangoma disclaims all liability and responsibility arising from any reliance placed on such materials by Wholesaler or any other visitor to the Quoting Tools or anyone who may be informed of any of its contents.