



**TERMS OF SERVICE**  
**TO THE**  
**WHITE LABEL WHOLESALE AGREEMENT**

These Terms of Service (“**Terms of Service**”) provide additional terms that are incorporated into, as applicable, the Self-Service Wholesale Agreement, the White Label Wholesale Agreement, or the Self Service Agreement (“**Agreement**”) entered into between Sangoma US Inc. or one of its affiliates (for example, Star2Star Communications, LLC) (“**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.

1.1 “**Base Rate**” means the rates set by Sangoma in the Quoting Tools for Products and Services.

1.2 “**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.

1.3 “**CPNI**” means “Customer Proprietary Network Information” as defined and regulated by the FCC and includes, without limitation: CDRs, the type of services/network a Subscriber uses, and any other information that appears on a Subscriber’s invoice.

1.4 “**Enabled and Available for Use**” refers to the date the applicable Products and Services are available for use, or 60 days from when a Quote is signed, whichever is earlier.

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

1.6 “**Logos**” mean any one or any combination of the registered or rights-claimed trademarks, tradenames, and/or mark(s) of a Party.

1.7 “**Products and Services**” means Sangoma’s communications equipment, software, and related services offered for sale via the Quoting Tools. Sangoma may modify, amend, supplement, delete, or cancel any of 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.

1.8 “**Quote**” is a quote for Products and Services that is generated by Sangoma for signature by Wholesaler.



1.9 “**Quote Term**” is the duration for which Products and Services are to be provided pursuant to a signed Quote.

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

1.11 “**Subscriber**” is a person or entity who is a party to a Wholesaler Subscription Agreement.

1.12 “**Taxes and Fees**” means all (whether mandated or non-mandated) federal taxes, state taxes, local taxes, jurisdictional taxes, regulatory/compliance recovery fees, cost recovery fees, e911 service fees, and surcharges that are assessed on Products and Services. Taxes and Fees are subject to change without notice.

1.13 “**Wholesaler Subscription Agreement**” is a legal contract for Products and Services between Wholesaler and one of its customers.

## **2. PLACING ORDERS**

2.1 **Wholesaler’s Documents; Pricing.** Wholesaler shall submit Products and Services proposals to its prospective Subscribers on Wholesaler’s paperwork and set the pricing as it sees fit. Wholesaler shall only use a Wholesaler Subscription Agreement that has been pre-approved in writing by Sangoma. Sangoma shall have the right to review and approve and require future changes to the Wholesaler Subscription Agreement.

2.2 **Sangoma’s Pricing.** Sangoma may change the Base Rates at its sole discretion.

2.3 **Orders to Sangoma.** For an order of Products and Services to be accepted by Sangoma, a Quote must be electronically signed by Wholesaler.

## **3. INSTALLATION AND CONFIGURATION**

3.1 **Installation Methods.** Wholesaler shall be responsible for arranging the installation, configuration, training, and porting management for the Products and Services in one of four 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 **Installation by Sangoma.** 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.

3.3 **Certification.** Wholesaler must become a Certified Installer no later than sixty (60) days after the Effective Date. During the Term, and while Wholesaler is a Certified Installer, Wholesaler may conduct installations as authorized by Sangoma in accordance with Wholesaler’s completed certifications. Upon termination of the Agreement, Wholesaler may no longer (i) represent itself as a Certified Installer, or (ii) perform any installations.

#### 4. INVOICING AND PAYMENT

4.1 **Billing Commencement.** Sangoma will begin charging Wholesaler for Products and Services once they are Enabled and Available for Use. But Sangoma reserves the right to begin charging at a later date in its sole discretion. Recurring charges for Products and Services are invoiced monthly in advance per Location. For the first invoice only, the remaining portion of the calendar month in which Products and Services are installed is included in the next month of Recurring Services charges.

4.2 **Invoices.** Sangoma shall deliver monthly invoices in electronic format. If Wholesaler desires to receive monthly invoices from Sangoma by traditional mail, and/or remit payment by check, Sangoma charges an “Invoice Processing and Payment Fee” of \$25.00 per invoice sent or check received. The Invoice Processing and Payment Fee will automatically be added to Wholesaler’s monthly invoice when i) traditional mail and/or payment by check is/are elected by Wholesaler; or ii) Wholesaler does not register with and pay through SangomaPay. If Subscriber elects to pay by phone, a separate administrative fee of \$25.00 per payment will be collected at the time of payment. Sangoma shall provide an aggregate invoice for all amounts invoiced, together with separate detail for each Subscriber. Actual invoices may differ from a Quote for those included Locations based on final requirements, actual Products and Services provided, and the inclusion of applicable Taxes and Fees.

4.3 **Payment.** Wholesaler must pay all non-disputed amounts via ACH or check. Payments shall be made to the address or account specified on the invoice or such other address or account as is specified by Sangoma in writing from time to time, provided that Sangoma shall give Wholesaler at least ten days prior notice of any account, address or other change in payment instructions.

4.4 **Payment and Disputed Amounts.** Wholesaler shall pay all invoiced amounts due to Provider on the date of an invoice, except for any amounts disputed by Wholesaler in good faith. If Wholesaler objects in good faith to any portion of an invoice, Wholesaler shall notify Sangoma in writing of such objection within twenty-one days of the receipt of Sangoma’s invoice, and in



such writing shall identify the specific cause of the dispute. Wholesaler's failure to notify Sangoma within this period will constitute acceptance and approval of the full invoice by Wholesaler, and Wholesaler agrees to pay the full invoice amount by these payment terms. Upon resolving the amount in dispute, Wholesaler will pay Sangoma any amount due within three business days. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, each Party shall continue performing its obligations under the Agreement during any such dispute, including, without limitation, payment by Wholesaler of all undisputed amounts due and payable under the Agreement.

**4.5 Late Fees.** If payment of non-disputed amounts is not received by Sangoma within thirty days of the invoice date, Sangoma may charge a late fee equal to the lesser of the maximum interest rate permitted by law or 1.5% percent per month of the total amount not timely paid. Sangoma may charge a \$50.00 fee for each NSF check, ACH bounce back, or credit card bounce back. If Wholesaler fails to make payments when due of undisputed amounts and Sangoma incurs any costs to collect overdue sums from Wholesaler, Wholesaler agrees that all such reasonable and documented costs shall immediately become due and payable to Sangoma.

**4.6 Payment Before Processing.** Unless credit terms have already been extended, Wholesaler must pay the following before order processing: (a) Hardware and other non-recurring charges; and (b) Sangoma "partner services," if Wholesaler elects, and Sangoma agrees, to provide such services.

**4.7 Initial Service Payment.** Wholesaler must pay 50% of the "One-Time Cost" amount upon signing a Quote. The balance of the One-Time Cost for each location is due the earlier of (1) thirty days after the date the components purchased from Sangoma are shipped; or (2) the date the Products and Services are Enabled and Available for Use at a Location. If Wholesaler leases any Product and Services components from a third-party leasing company, the leasing company is required to pay the amounts required by this Section 4.7 on behalf of Wholesaler, and Wholesaler must fulfill any additional leasing company requirements.

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

**4.9 Invoicing for Replacement Equipment.** All replacement equipment which is not a Covered Component will be invoiced to Wholesaler when shipped.

**4.10 Usage.** Usage charges are invoiced monthly in arrears. Usage charges can include incoming toll-free call usage in excess of the number of pre-purchased toll-free minutes, minutes of international calling, directory assistance calls, a Subscriber's "StarFax Personal" usage in excess of 100 pages per month per StarFax Personal License, domestic Long Distance usage in excess of the number of included and pre-purchased domestic Long Distance minutes, remote extension activation, if applicable, Conference minutes in excess of the number of included and



pre-purchased Conference minutes, Line-Burst charges, or any support charges, all at the then-current rates.

**4.11 Taxes and Fees.** All rates and charges outlined in the Agreement are exclusive of applicable Taxes and Fees. Sangoma may include all required Taxes and Fees on each invoice, except those for which Wholesaler has provided a current exemption certificate to Sangoma. Wholesaler shall be solely responsible for collecting and remittance of all applicable Taxes and Fees imposed in any jurisdiction on or incident to the provision, sale, resale, or use of the Product and Services by Wholesaler. Wholesaler shall provide Sangoma with valid exemption certificates and/or resale certificates (and all renewals) for all jurisdictions in which it is subject to tax related to the resale of Products and Services. Wholesaler acknowledges that there have been many changes in the tax laws regarding telecom services at all levels of government and agrees that it will timely comply in all material respects with all such laws in all jurisdictions that apply. Wholesaler shall provide Sangoma with written documentation required by Sangoma or any authority that may impose or enforce Taxes and Fees related to the sale or resale of the Products and Services. If Sangoma does not receive this documentation in a timely manner or the documentation expires without being replaced with current documentation, Taxes and Fees payable to tax authorities may be applied directly by Sangoma and/or its upstream carriers as required by law or applicable Products and Services may be suspended or terminated, in Sangoma's sole discretion.

**4.12 Default.** If Wholesaler breaches the Agreement (1) Sangoma may immediately suspend or terminate the Products and Services, the Agreement, and the Related Documents, without liability for such suspension or termination; (2) Sangoma may solicit Subscribers to purchase Products and Services directly from Sangoma; and (3) Wholesaler may not pursue any claim against a Subscriber arising out of or related to Subscriber (a) terminating its agreement(s) with Wholesaler; or (b) acquiring Products and Services directly from Sangoma. However, if Wholesaler fails to timely pay undisputed amounts when and as due, Sangoma will not terminate the Products and Services for non-payment unless Wholesaler fails to pay the past due undisputed amount within seven days of notification by Sangoma.

**4.13 Termination Charges.** Cancellation, termination, or default by Wholesaler of the Agreement (except as provided in the section above) will result in the immediate acceleration of all amounts due under the Agreement and executed Quotes ("**Contract Charges**"), including a one-time disconnect fee of \$150 per Location, from the date of cancellation through the end of the longer of the Term and Quote Term(s). Wholesaler is also responsible for all prior outstanding balances (including any accrued interest charges), actual usage, and associated Taxes and Fees on all amounts due or coming due ("**Existing Charges**" and together with the Contract Charges, the "**Termination Charges**"). Wholesaler hereby authorizes Sangoma to charge/debit Wholesaler's authorized payment account for all Termination Charges.



4.14 **Line of Credit.** Notwithstanding anything contrary in the Agreement, if Wholesaler has an approved line of credit with Sangoma, payment due dates will be based on the terms of the approved line of credit.

4.15 **Renewals.** A Quote Term will automatically renew for successive one-year periods, unless canceled in writing by Wholesaler at least 60 days but not more than 120 days before the end of the Quote Term.

## 5. **BRANDING; INTELLECTUAL PROPERTY**

5.1 **Private Label of Products and Services.** Wholesaler may choose to brand Products and Services with its Logos, subject to the availability of such branding options for certain Products and Services. Wholesaler may private label Products and Services with its branding and trade dress so long as no action is taken that would weaken, confuse, disparage or void Sangoma's Logos. Sangoma shall provide Wholesaler with a list of software components that can be privately labeled and shall private label such software components according to Wholesaler's specific commercially reasonable directions. Sangoma reserves the right to reject the content of any private label in its reasonable discretion. Some system prompts cannot currently be privately labeled and will refer to Sangoma. All private-labeled Products and Services shall bear a non-conspicuous statement declaring that Wholesaler's private label product/service offering is "Powered by Sangoma."

5.2 **Marketing Materials.** Sangoma shall supply Wholesaler with electronic versions of marketing materials and textual training materials in a form such that Wholesaler may conveniently private label Products and Services. No other changes shall be made to such marketing materials without Sangoma's advance written consent. All rebranded materials shall bear a non-conspicuous statement declaring that the private labeled Products and Services are "Powered by Sangoma."

5.3 **Logos.** During the Term, Wholesaler may distribute material containing Sangoma's Logos only if such materials are (1) provided by Sangoma; (2) approved in writing by Sangoma; and (3) by Wholesaler solely in connection with the promotion of Products and Services. All Sangoma Logos or other 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.

5.4 **Intellectual Property.** Wholesaler shall not independently create or distribute any promotional or advertising material containing Sangoma's Logos without Sangoma's prior written consent, which may be withheld or conditioned. Wholesaler shall not use any Sangoma copyrighted materials or Logos on its website without Sangoma's prior written consent, which may be withheld or conditioned. Finally, Wholesaler will not engage in any Internet-based mass marketing for 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 may engage



in targeted email campaigns and web page advertisements approved in advance by Sangoma as part of its marketing efforts provided that it otherwise complies with this Section.

## 6. ORDER MANAGEMENT

6.1 **Equipment Replacement Coverage.** Replacement coverage is an optional part of certain Products and Services; replacement coverage provides second-Business Day hardware replacement. The Quoting Tools list which hardware components are covered (i.e., when purchased or leased) and provide the fees for “**Covered Components.**” Fees are invoiced monthly when opted-into by Wholesaler. Upon reasonable determination by Sangoma technical staff of a hardware defect or failure, Sangoma shall (at Wholesaler’s expense if Wholesaler opted-out of maintenance), test, configure, provision, and ship (including return shipment), plug and play replacement Covered Components for second-Business Day delivery (limited to stock ordinarily maintained at levels adequate to satisfy these requests and notification of request received by Sangoma at its Sarasota headquarters no later than 10:00 A.M. ET).

6.2 **Progress Reports.** Wholesaler can track the progress of deals via DealTrack, or they can contact their Sangoma representative for updates on deals before final acceptance.

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

Wholesaler must purchase Products and Services for a term of at least thirty-six months, unless an exception is approved by Sangoma. At any time during a Quote Term and provided that Wholesaler is not in default of the Agreement, Wholesaler may move purchased Products and Services amongst Subscribers. Adoption fees (“**Adoption Fee**”) will apply for the moving 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 Products and Services at least five 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 per instance (i.e., per move). The Adoption Fee and the Re-Bill Fee will be invoiced to Wholesaler in Wholesaler’s next billing period following the reallocation.

## 8. INVENTORY

8.1 Sangoma recommends Wholesaler maintain an equipment inventory (“**Spares Inventory**”) based on the size of their Subscriber base with an absolute minimum of always having at least one replacement part for each type of component sold and installed for a Subscriber. Sangoma will ship (second-Business Day) orders for covered replacement hardware received in Sangoma’s Sarasota headquarters by 10:00 A.M. ET.

8.2 Sangoma reviews its available hardware inventory only once a complete order is received and preorders additional inventory as necessary to fulfill orders. Larger orders (more than 100 locations or more than 250 components) usually require longer lead times and firm purchase orders



from Wholesaler to provide proper inventory planning. Order processing will not begin until all necessary documents and information (electronic Quoting Tools, porting information, LOA/SNA details - if required, etc.) are entered into the DealTrack portal by Wholesaler, and the order has been funded.

8.3 Except for larger orders, Sangoma requires a 7-day window to ship traditional orders (not deliver) from the time order processing has commenced. “Add-on” or smaller, secondary orders require a 5-day window to ship but can be expedited to second-Business Day shipment if Sangoma receives all required documents before 10:00 A.M. ET in our Sarasota headquarters. Expedited order processing is available for an additional fee based on a sliding scale. If additional Taxes and Fees or other charges are incurred, they will be billed to Wholesaler. Wholesaler can contact their Sangoma representative for more information

## 9. COMPLIANCE

9.1 **E911.** Wholesaler shall notify all Subscribers of the limitations of e911 services, as required by applicable law.

9.2 **CPNI.** The Parties shall use CPNI only in accordance with applicable law.

9.3 **Know Your Customer.** Wholesaler shall use commercially reasonable “know your customer” practices to vet all Subscribers as required by applicable law.

9.4 **Robocall Mitigation Database.** Wholesaler shall adhere to all applicable robocall mitigation program requirements for voice service providers as listed in 47 CFR 64.6305(a), as amended, and any other applicable laws related to robocall mitigation. If Wholesaler is required by applicable law to register in the RMD and is not properly registered, then Sangoma may immediately terminate all Products and Services without notice and without liability on the part of Sangoma.

9.5 **Subscriber Disclosures.** Wholesaler shall provide any disclosures to Subscribers that Sangoma would provide if there were a direct relationship between Sangoma and Subscriber. Sangoma keeps its required disclosures current in the Subscriber Terms and Conditions found at <https://sangoma.com/legal> (“**Policy Page**”). Wholesaler acknowledges that certain disclosures are required by law, such as disclosures related to Kari’s Law, Ray Baum’s Act, and 911/e911. Wholesaler shall make all required disclosures to Subscribers that are required by applicable law.

9.6 **Disclaimer for Trunking Services.** Wholesaler may purchase certain Products and Services that exclude services providing telecommunications connectivity, SIP trunking, PSTN access, external VoIP network connectivity, or other underlying carrier services (collectively, “**Trunking Services**”). If Wholesaler obtains its Trunking Services primarily from a third-party, then Wholesaler shall be solely responsible for procuring, configuring, and maintaining all third-party Trunking Services and related network infrastructure necessary to originate or terminate calls over the public switched telephone network (PSTN) or any IP-based voice network. Sangoma has



no obligation to supply, support, or maintain any such services. **Products and Services that exclude Trunking Services do not support access to emergency services (e.g., 911, E911, or equivalent local emergency numbers) via Sangoma.** Wholesaler acknowledges and agrees that if Sangoma is not its primary Trunking Services provider, Sangoma has no responsibility or liability for the routing, handling, or completion of any emergency calls or for the availability of emergency services. Wholesaler shall indemnify, defend, and hold harmless Sangoma and its affiliates from any claims, damages, or liabilities arising out of or related to: (a) any attempt to access emergency services through the Products and Services, if Sangoma is not the primary provider of Wholesaler's Trunking Services; or (b) any failure of Wholesaler's Trunking Services obtained through a third-party.

## **10. TAXES, FEES, AND OTHER REGULATORY CHARGES**

**10.1 Tax Compliance.** Wholesaler represents and warrants that it is properly registered with each taxing authority for which it is required to be registered. Wholesaler shall provide Sangoma with current and valid copies of its tax registrations and certifications annually. Wholesaler has and shall continue to timely file all returns and reports and timely pay all tax and charges required by each jurisdiction in which it is registered. Upon Sangoma's request, Wholesaler shall make available to Sangoma for inspection such registrations, certifications, and/or returns as Sangoma requested, but no more frequently than one time per the calendar year per tax type and jurisdiction.

**10.2 Regulatory Compliance.** Wholesaler represents and warrants that it is properly registered with all regulatory bodies with which it is required to be registered as a provider of interconnected VoIP services. Wholesaler shall timely file all financial and non-financial reports required by any such regulatory bodies during the Term. Wholesaler shall properly register and file in each additional jurisdiction it enters during the Term. Upon Sangoma's request, Wholesaler shall make available to Sangoma for inspection such registrations and/or reports as Sangoma requested, but no more frequently than one time per the calendar year per filing and regulatory body.

**10.3 Certification.** Within ten days of a written request from Sangoma, Wholesaler shall provide Sangoma with a current affidavit on a form reasonably acceptable to Sangoma, certifying to a list of its Subscribers that have signed Wholesaler Subscription Agreements. The affidavit shall also provide sufficient details regarding the Subscriber as may reasonably be requested by Sangoma.

## **11. PREVIOUSLY DEPLOYED EQUIPMENT**

Sangoma's hardware may not be resold to or reused by another Subscriber without Sangoma's approval, and may be subject to Adoption Fees. Software licenses associated with Sangoma's hardware and 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 of its hardware or components it determines are being reused in violation of this policy. Wholesaler's listing of Sangoma hardware



on eBay, Amazon or another retailer is a material breach of the Agreement. This Section is material to Sangoma.

## 12. DEMO PHONE SYSTEM

A demo phone kit is optional for Wholesaler. Upon request, Wholesaler's Sangoma representative shall provide further details regarding the demo phone kit. Demo phone kits are tracked and may not be used as commercial phone systems for Wholesaler or others.

## 13. 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.

## 14. INDEMNIFICATION

14.1 **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.

14.2 **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.

14.3 **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.

14.4 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 Obligor. 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 Obligor 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.

14.5 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.

14.6 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.

14.7 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.

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

## **15. 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.

## **16. LIMITATION OF LIABILITY**

16.1 **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.

16.2 **Maximum Liability.** EXCEPT FOR AMOUNTS WHOLESALER OWES TO SANGOMA PURSUANT TO THE AGREEMENT, 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 PAYMENTS RECEIVED BY SANGOMA HEREUNDER. THE FOREGOING LIMITATIONS



SHALL APPLY EVEN IF A PARTY'S REMEDIES UNDER THE AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

**16.3 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.

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

- (a) Amounts owed to Sangoma by Wholesaler under the Agreement;
- (b) The Adoption and Re-Bill Fees;
- (c) Sangoma's or Wholesaler's indemnification obligations;
- (d) The grossly negligent acts or omissions or willful misconduct of either Party in performing its obligations under the Agreement; or
- (e) A Party's obligation to pay attorneys' fees and court costs.

**16.5 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.

## **17. 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.

## **18. GOVERNING LAW & VENUE**

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. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

Any adversarial proceeding to resolve any dispute arising out of or relating to the Agreement, whether sounding in contract, tort, or statute, shall be instituted exclusively in the Twelfth Judicial Circuit in and for Sarasota County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division, and any appellate court from such courts. The Parties irrevocably submit to the personal and exclusive jurisdiction of such courts and waive any claim that such courts are an improper venue for any adversarial proceeding brought in accordance with this Section.

**19. 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.

**20. INSURANCE REQUIREMENTS**

20.1 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 (can include Umbrella Liability)
Automobile Liability- Including Hired and Non-owned Vehicles	\$2,000,000 Combined Single Limit for Bodily Injury and Property Damage (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



20.2 Furthermore, Sangoma agrees as follows:

20.2.1 All insurance policies required to be maintained according to Section 20.1 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.

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

20.2.3 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 20.1. The Certificates of Insurance shall evidence thirty (30) days' written notice of cancellation or non-renewal in coverage.

20.2.4 All insurance coverage required to be maintained under Section 20.1 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.

20.2.5 All insurance required to be maintained under Section 20.1 shall be primary and noncontributory to any insurance maintained by Sangoma's subcontractors, Wholesaler, or Wholesaler's Subscribers.

20.3 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:

<b><u>Insurance Category</u></b>	<b><u>Policy Minimums</u></b>
General Liability-	\$2,000,000 Each Occurrence
Including Contractual Liability and Completed Operations	\$5,000,000 Aggregate (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 Wholesaler offers Products and Services.



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

20.4 Furthermore, Wholesaler agrees as follows:

20.4.1 All insurance policies required to be maintained under Section 20.3 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.

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

20.4.3 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 20.3. The Certificates of Insurance shall evidence thirty (30) days' written notice of cancellation or non-renewal in coverage.

20.4.4 All insurance coverage required to be maintained under Section 20.3 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.

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

## 21. MODIFICATION AND AMENDMENTS

These Terms of Service are subject to change by Sangoma without prior written notice at any time, in Sangoma's sole discretion. Wholesaler acknowledges that these Terms of Service may be updated from time to time. Wholesaler shall periodically review these Terms of Service as posted on this Site for any changes. The latest version of these Terms of Service will be posted on the Policy Page, and Wholesaler's continued actions as authorized or contemplated by the Agreement or these Terms of Service after a change to these Terms of Service will constitute Wholesaler's agreement to such changes.

## 22. 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.

## 23. LIMITATION OF ACTION

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

## 24. NOTICES

Each Party shall deliver all notices given pursuant to the Agreement (each, a “**Notice**”) in writing to the other Party at its email specified on the signature page of the Agreement, or, in the case of Sangoma sending a Notice to Wholesaler, at its email address then associated with its account with Sangoma. A Notice is effective only if the party giving Notice has complied with the requirements of this Section. A Notice is effective on the (a) date sent by email if 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**”); or (b) next Business Day after the date sent by email if emailed after 5:00 P.M. at the recipient’s location or on a day other than a Business Day. A Party may change its email for purposes of this Section by sending the other Party notice of such change.

## 25. 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. To the maximum extent permitted by applicable law:

(a) 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;

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

(c) 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.

## **26. FORCE MAJEURE**

Neither Party shall 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.

## **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 provisions of the Agreement 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, the Agreement, and any addenda and/or exhibits subsequently added to the Agreement.

## **28. THIRD-PARTY BENEFICIARIES**

Except for third parties indemnified under Section 14 of the Agreement, there are no third-party beneficiaries of the Agreement and nothing in the Agreement, express or implied, is intended to confer on any person other than the Parties (and their respective successors, heirs and permitted assigns) any rights, remedies, obligations or liabilities.

## **29. ANTI-BRIBERY**

29.1 Wholesaler agrees to 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).

29.2 Wholesaler agrees that Wholesaler and its owners, directors, officers, employees, agents, partners, and vendors have not and will 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 Products and Services. Wholesaler also agrees to 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.

29.3 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.

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

29.5 Wholesaler agrees to 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.

## **30. 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.

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

31.1 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 Terms of Service when this option is made available, Wholesaler accepts and agrees, in addition to being bound by these Terms of Service and the Agreement, to be bound to and abide by Sangoma's Privacy Policy and CPNI Policy found at the Policy Page.

31.2 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.

31.3 Wholesaler is responsible for: (a) making all arrangements necessary for Wholesaler to have access to the Quoting Tools; and (b) ensuring that all persons who access the Quoting Tools through Wholesaler's internet connection are aware of these Terms of Service and comply with them.

31.4 To access the Quoting Tools, Wholesaler may be asked to provide certain registration details or other information. It is a condition of using the Quoting Tools that all the information provided is correct, current, and complete. Wholesaler agrees that 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.

31.5 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 must 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 agrees to notify Sangoma immediately of any unauthorized access to or use of usernames or passwords or any other breach of security. Wholesaler also agrees to ensure they exit from accounts at the end of each session.

31.6 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.

31.7 Wholesaler may use the Quoting Tools only for lawful purposes, and by these Terms of Service Wholesaler agrees not to use the Quoting Tools:



- (a) 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);
- (b) 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);
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) Use any device, software, or routine that interferes with the proper working of the Quoting Tools;
- (h) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- (i) 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;
- (j) Attack the Quoting Tools via a denial-of-service attack or a distributed denial-of-service attack; or
- (k) Otherwise, attempt to interfere with the proper working of the Quoting Tools.

31.8 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 by anyone who may be informed of any of its contents.



31.9 Wholesaler understands that Sangoma cannot 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.

## **32. RELATED DOCUMENTS**

32.1 Any executed Quote includes and incorporates the (i) Emergency Dialing Disclosures and Statement of Compliance, (ii) the CPNI Policy, (iii) the General Software License, and (iv) the Subscriber Terms and Conditions (collectively, the "**Related Documents**") located on the Policy Page, all of which are incorporated by reference and made a part of that Quote with the same force and effect as though fully set forth therein. If there is conflict or inconsistency between a Quote and the Related Documents, the terms of the Related Documents shall control.