SANGOMA TECHNOLOGIES
FreePBX Commercial Modules End User License Agreement

This End User License Agreement (the "Agreement" or "EULA") is entered into between Sangoma Technologies Inc. and all wholly owned subsidiaries (collectively, "Sangoma") and licensee, purchaser, or end-user ("End User").

By downloading or installing the Software End User agrees to and accepts the terms of this Agreement. If End User does not accept, or is not authorized to accept, then End User must not install and/or use the Software.

1   DEFINITIONS
    1.1   "**FreePBX GUI**" means the opensource GUI that is used worldwide to manage Asterisk based system.
    1.2   "**Commercial Modules**" or **"Software"** means any module sold in the FreePBX Store or licensed as a Commercial Module regardless of cost.
    1.3   "**Outright Purchase**" A commercial module that is bought as an outright purchase includes a 25 year license to use the module.
    1.4   "**Monthly Purchase**" A commercial module that is bought on a month to month basis includes a 1 month license to use the module and must be renewed each month to continue to use the module.
    1.5   "**Yearly Upgrade Fee**" A yearly fee charged to allow the ability to install upgrades of the module for a 12 month period.

2   USAGE
    2.1   End User is granted a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Sangoma Software unless otherwise stated.
    2.2   By downloading, installing, viewing or using this software End User agrees not to copy, reproduce, alter, merge, modify, or adapt the Software in any way including but not limited to reverse engineering, disassembling, decompiling or creating derivative works, and may not take any other steps intended to produce a source language statement of the Sangoma Software contained within the software.
    2.3   Any modification of the Software not authorized in writing by Sangoma will void any applicable warranty and result in violation of this agreement. In the event of violation of this agreement all Software shall be returned to Sangoma and no refund for Software will be due back to the End User.
    2.4   Sangoma retains absolute right, title and interest in the Software. Sangoma has absolute rights, including but not limited to patents, trademarks, trade names, copyrights, and all other proprietary rights applicable to the Software and the concepts embodied therein.
    2.5   All Commercial software modules that are purchased are licensed for a single install/machine. Sangoma allow End User to reset the hardware lock to move the license to a new machine twice from the user portal.

3   OUTRIGHT PURCHASE
    3.1   All Commercial Modules come with a license for 25 years when bought using the "outright purchase" option

3.2 All Commercial Modules bought under this option come with the ability to upgrade the Commercial Module to any newer version for free for the first 12 months after purchase.

    3.2.1 After 12 months a "Yearly Upgrade Fee" will need to be purchased to have access to upgrade the module for another 12 months.

    3.2.2 For all Commercial Modules with a current MSRP price of $100.00 or less will carry a yearly upgrade fee is 33% of the current MSRP price. For all Commercial Modules over $100.00 the yearly upgrade fee is 18% of the current MSRP Commercial Module price. For clarity, the MSRP price is subject to change and the yearly upgrade fee will always be based on the most current MSRP.

4   1 YEAR PURCHASE

4.1 All Commercial Modules come with a 1-year license when bought using the "1 Year Purchase" option and will auto renew each year unless you log into the portal and cancel the renewal in advance of the renewal date.

4.2 All Commercial Modules bought under this option include access for upgrades for as long as you have the Software being renewed monthly.

5   MONTHLY PURCHASE

5.1 All Commercial Modules come with a 1-month license when bought using the "Monthly Purchase" option and will auto renew each month unless you log into the portal and cancel the renewal in advance of the renewal date.

5.2 All Commercial Modules bought under this option include access for upgrades for as long as you have the Software being renewed monthly.

6   SUPPORT

6.1 All Commercial Modules include free support on bugs found in the Software. To report a bug please open a bug report at http://issues.freepbx.org.

    6.1.1 Once the bug report has been received and the bug is confirmed we will make all reasonable attempts to resolve the bug in a timely fashion.

6.2 Purchasing the Commercial Module does not entitle End User to free support to help regarding setup, use or training on using the Commercial Module. All support for help regarding setup or use must be purchased from www.freepbx.org under the paid support option.

6.3 All Commercial Modules have a wiki with admin guide, videos or other articles on how to use and setup the module at http://wiki.freepbx.org/display/FCM/FreePBX+Commercial+Modules+Home

6.4 You can also use the FreePBX public forums for assistance in using the Commercial Modules for free at http://www.freepbx.org/forums

7   EXPORT

7.1 End User shall comply with all laws and regulations of the United States governing the use, access or export of the software or any part thereof. Without limitation, the Software or any part thereof may not be used or accessed within or by, or otherwise exported to, (a) any United States embargoed country; or (b) anyone on the United States Treasury Department's list of Specially Designated Nations, the United States Department of Commerce's Table of Denial Orders, or

other similar list.

8   WARRANTY

    8.1   OTHER THAN AS PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS" AND SANGOMA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, CUSTOM, USAGE, OR TRADE PRACTICE. SANGOMA DOES NOT WARRANTS THAT THE SYSTEM OR PRODUCTS WILL BE BUG FREE OR MEET END USER'S REQUIREMENTS OR THAT THE SOFTWARE WILL OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED OR AUTHORIZED IN WRITING BY SANGOMA.

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

9   TERMINATION

    9.1   This Agreement may be terminated upon any breach of Sangoma's intellectual property rights or any of the outlined terms of use as stated above. Upon termination of this Agreement, End User shall, at Sangoma's option, return to Sangoma or destroy any Software and any monies paid for the Software will not be refunded.

10   INDEMNIFICATION

    10.1   During the Term of the Agreement, Sangoma shall indemnify, defend and hold harmless End User from and against any third-party claim asserted against End User that the Sangoma Commercial Module purchased, when used in accordance with this Agreement and as outlined in Sangoma's wiki for each Commercial Module purchased at https://wiki.freepbx.org/display/FPG/Commercial+Modules directly infringes a patent or copyright of such claimant (an "**IP Claim**"), and Sangoma will pay those costs and damages finally awarded or settled (upon settlement terms acceptable to Sangoma) against End User based on such IP Claim not to exceed amount paid from Customer to Sangoma for purchase of

Commercial Module that infringes on IP Claim; provided that: (a) End User promptly notifies Sangoma in writing of such IP Claim, but in no case later than reasonably required to prevent Sangoma's ability to defend such IP Claim from being prejudiced; (b) Sangoma has sole control of and End User reasonably cooperates in all respects in the defense of each such IP Claim and all related settlement negotiations and End User does not make any admission or disclosure or otherwise take any action prejudicial to Sangoma; and (c) such IP Claim does not relate to any act of End User including (without limitation) a change in the Sangoma Software or using the software in a non documented way as found at https://wiki.freepbx.org/display/FPG/Commercial+Modules, or a combination of the Sangoma Software with or the addition of the Sangoma Software to products or other software which have not been developed and supplied by Sangoma, or any breach of this Agreement by End User.

10.2   If a final judgment is entered against End User on any such IP Claim, or if in Sangoma's reasonable opinion End User is likely to become subject to a successful IP Claim, then End User shall permit Sangoma, at Sangoma's option and expense, either to: (a) procure for End User the right to continue using the Sangoma Software; or (b) replace or modify the same so that it becomes non-infringing, with functionality essentially being equal. If neither (a) nor (b) is commercially practicable, Sangoma shall remove the Sangoma Software and provide a pro rata refund of the fees paid by End User to Sangoma pursuant to this Agreement after an appropriate deduction for depreciation over a sixty month period based on End User's usage prior to such removal. Sangoma shall have no authority to compromise or settle any IP Claim on terms that would obligate End User to make any payment or would have a material adverse effect on End User, without End User's prior written consent, which shall not be unreasonably withheld or delayed.

10.3   Sections 10.1 and 10.2 set forth the entire and exclusive liability of Sangoma with respect to any claimed infringement or misappropriation by the Software of any patent, trademark, trade dress, trade secret, copyright or other intellectual property rights of any third party.

11   **MISCELLANEOUS**
11.1   **Entire Agreement**. THIS AGREEMENT AND ANY ATTACHMENTS AND ADDENDA CONSTITUTE THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THERE ARE NO REPRESENTATIONS, PROMISES, WARRANTIES OR UNDERSTANDINGS RELIED UPON BY PARTNER THAT ARE NOT CONTAINED HEREIN. This Agreement may be modified only in writing by mutual agreement.

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

11.3   **Enforceability**. If any provision of this Agreement or the application of such provision to any person, entity, or circumstance is found invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the other provisions of this Agreement and all other provisions of this Agreement shall be

deemed valid and enforceable. Any provision deemed unenforceable shall automatically be revised with the least changes necessary to effect, to the fullest extent permitted by law, the intent of the parties as set forth in this Agreement.

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

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

11.6   **Dispute Requirements.** This Agreement will be governed by and construed in accordance with the laws in force in the Province of Ontario. End User hereby submits to the exclusive jurisdiction of the courts of Ontario for any legal action arising out of this Agreement or the performance of the obligations hereunder.

11.7   **Independent Contractors**. The parties are independent contractors and this Agreement shall not establish any fiduciary relationship or other relationship of partnership, joint venture, employment, franchise or agency between them. Neither party will have the authority to bind the other or incur obligations on the other's behalf without the other's prior written consent.

11.8   **Privacy**. Sangoma respects your privacy. Please read the following statement that applies to data collected by Sangoma through the Software. The Software collects a variety of information from your PBX, and reports that to Sangoma's server on a regular basis for the purpose of improving the performance of the Software. The Software also uses Google Analytics to collect a variety of information including but not limited to which features End User uses, behavior flow. This information is reported to Sangoma's Google Analytics Account for the purpose of improving the performance of the Software. The following information is excluded from being collected pursuant to the foregoing: call logs, recording details, login and logout activity, extension details such as name, address, and password, SIP provider details such as username and password, contact entries for names and phone numbers, administrative-user information, and audio files. For more information on how Google Analytics collects and processes this data please visit this link http://www.google.com/policies/privacy/partners/. All of the foregoing information may be stored by Sangoma perpetually. Sangoma may share and disclose the foregoing information in an aggregated form in order to describe our services to prospective and existing partners, advertisers, or other third parties, and for other lawful purposes. The aggregated information will not be linked to any personal information that can identify any individual person or company. The following information is excluded from being collected pursuant to the foregoing: call logs, call recording details, login and logout activity, extension details such as

name, address, and password, SIP provider details such as username and password, phonebook entries for names and phone numbers, administrative-user information, and audio files. End User may view Sangoma's privacy policy at the following   link https://portal.sangoma.com/marketing/resources/2406/Sangoma%20Corporate/Terms%20of%20Service%20and%20User%20License%20Agreement/Privacy_Policy.pdf.