

## **International Cloud Services**

(formerly known as Europe Cloud Services)

### **Terms of Service**

THESE TERMS OF SERVICE, including the Order(s) and any applicable Service Attachments, which by this reference are incorporated herein (“**Agreement**”), are a binding agreement between “**Sangoma**” (defined in Section 13), and the counterparty identified in the Order (“**Customer**”). Sangoma and Customer may be individually referred to as a “**Party**” or collectively as the “**Parties.**”

Sangoma provides services and equipment intended solely for business use, pursuant to the terms and conditions set forth in this Agreement and on the condition that Customer accepts and complies with this Agreement. If Customer does not agree to the terms of this Agreement, neither Customer nor its End Users may download, install, or use the services or equipment.

The Parties agree as follows:

#### **1. Definitions**

Capitalised terms not defined have the meaning given to them in Exhibit A.

#### **2. Ordering and Term**

##### **2.1 Ordering Services**

Customer may order Services by submitting an Order in the format provided by Sangoma. The Order will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled start date for Services; (iii) and products leased, licenced or sold to Customer, if any. An Order will become binding when it is executed by the Customer and accepted by Sangoma. Sangoma may accept an Order by commencing performance of the requested Services. Customer may purchase additional Services, software, and equipment through subsequent Orders.

##### **2.2 Service Descriptions**

###### **2.2.1 Sangoma’s Switchvox Cloud unified communications service**

Switchvox Cloud is a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and BYOD capability that integrates with a growing list of applications. Switchvox Cloud may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations. Switchvox Cloud includes facilities for inbound and outbound calling.

###### **2.2.2 Sangoma’s Switchvox as a Service unified communications service**

Switchvox Cloud is a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and BYOD capability that integrates with a growing list of applications. Switchvox Cloud may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

###### **2.2.3 Sangoma’s SIPStation SIP Trunking Service.**

SIPStation SIP Trunking Service is a VoIP based SIP Trunking service that replaces PSTN based interconnections for business communications systems.

## 2.2.4 Purchase Plans

### 2.2.4.1 Tiers of Service

SIPStation, Switchvox Cloud and Switchvox as a Service are made available in several pricing tiers. Options available are described more fully at: <https://portal.sangoma.cloud/docs/>

Sangoma may offer unlimited monthly plans of its products and services. Notwithstanding the foregoing, Sangoma Services are intended for regular business use and “Unlimited” use does not permit any use prohibited by the Acceptable Use Policy (AUP) in section 5.2.1 of this agreement.

## 2.3 Sangoma IP-Phones Rentals

Customers may rent new or like-new Sangoma IP-Phones from Sangoma on a monthly basis along with twelve (12) month or more service plans for Switchvox Cloud or Switchvox as a Service coterminously with their Service plan.

The monthly rental charges and the rental period are provided in the relevant quote or Sales Order

Customer acknowledges and agrees that Sangoma IP-Phones shall at all times during the service plan to be the sole property of Sangoma and not of Customer, and Customer shall not remove (or permit anyone else to remove) any notices pertaining to ownership of the phones.

To the extent the terms of this Agreement do not otherwise conflict, the Sangoma IP-Phones must be returned in accordance with the Sangoma return policy a copy of which is available here: <https://www.sangoma.com/legal/>. Generally, in advance of returning rented phones, Customer must contact Sangoma or the authorised Sangoma partner where the phones were sourced to request an RMA number for tracking purposes during the return process. The RMA number must be clearly visible on the outside of the shipping box (es) and return slip. Sangoma or partner pays the shipping costs to have phones shipped to Customer as part of an RMA and Customer is responsible for all costs related to packing and shipment of the phones to Sangoma’s return centre at the end of the rental period.

Throughout the rental period Customer assumes all risk of loss or damage to phones. Sangoma owns the rental phones throughout the rental period.

Customer agrees to use the phones solely in connection with the Service and in accordance with this Agreement.

Upon any expiration or termination of the rental period, the phones must be returned to Sangoma’s return centre. If Customer fails to return the phones to Sangoma’s return centre at the expiration or termination of the rental period or if the phones are returned to Sangoma’s return centre but Sangoma determines the phones are damaged (beyond normal wear and tear) or were destroyed or lost during shipping to Sangoma’s return centre, Sangoma will generate an invoice to the Customer for the MSRP of the Sangoma phones and charge the amount in the Customer’s Sangoma account record. Optionally, the Customer can take ownership of the phones by paying an additional 3 months of monthly service fee for each phone. Additionally, if the rental arrangement is terminated prior to the end of the rental period by Sangoma for Cause or by Customer without cause, Customer is responsible for paying the full remaining balance on all rental charges owed for the remaining Term.

Customer must use best efforts to maintain the phones in good repair and working condition with exceptions for normal wear and tear. Customer must not pledge the phones as security for any debt or

allow liens or encumbrances to be assessed against such phones. Customer must not transfer or loan the phones to any other party.

### **3. Invoicing and Payment**

#### **3.1 Prices and Charges**

All prices are identified in British pound sterling or in Euros, as identified on the website. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account.

Billing will commence 30 days after Services are first provided, or may be delayed in Sangoma's discretion if it allows Customer to pick a delayed "start date" for Services. Sangoma will provide notice of any price changes no later than thirty (30) days before the end of the current Term, and any such increase will be effective on the first day of the next Renewal Term.

Outbound calling rates will be applied based on the rates in effect at the time of use. Customer may locate the currently effective rates at <https://portal.sangoma.cloud/docs/>.

Sangoma reserves the right to modify outbound calling rates. New rates will be published on our websites and communicated with the customer base via email.

#### **3.2 Billing and Payment**

All Services and equipment must be purchased via direct debit at the time of purchase. By providing a direct debit account, Customer is expressly authorising all Services and equipment charges and fees to be charged to such account. Recurring charges are billed to the direct debit account monthly in advance for those Services and equipment in the following month. Metered charges are invoiced monthly, at the end of the period. Sangoma may terminate the Services and this Agreement for non-payment if any fees or charges are not paid within thirty (30) days of the due date.

#### **3.3 Taxes**

All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to Sangoma so that the amount received by Sangoma after the withholding tax is deducted is the full amount Sangoma would have received if no withholding or deduction had been made.

#### **3.4 Billing Disputes**

If a Customer reasonably and in good faith disputes any portion of Sangoma's charges, it must provide written notice to Sangoma within thirty (30) days of the billing date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the billing statement will not excuse Customer's obligation to timely pay the undisputed portion of the billing statement. Upon resolution, Customer must pay any unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future charges. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

## 4. Provision of the Service

### 4.1 General Terms

Sangoma will provide the Services as described in the relevant Service Attachment. Sangoma may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.

### 4.2 Customer Care

Where applicable, customer must provide all first-tier support to Customer's End Users. Sangoma may require Customer's Helpdesk support personnel to complete a series of training courses on Sangoma's Services. Such training will be provided online by Sangoma at no cost. Leader-led classroom training at selected Sangoma locations are subject to fees. For more details please visit <https://www.sangoma.com/training/>.

Sangoma will make second-tier remote support available to Customer's Helpdesk personnel and/or Account Administrators via centre, which will be available during business hours, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Onsite and implementation services are not included in the Sangoma Customer Care support.

Customer may open a case with Sangoma Customer Care at <https://help.sangoma.com/>. Any individual contacting Customer Care on behalf of Customer must be authorised to do so on behalf of the Account and will be required to follow Sangoma's authentication protocol.

### 4.3 Professional Services

Sangoma offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including dedicated proactive network monitoring and premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

### 4.4 Subcontracting

Sangoma may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that Sangoma will bear the same degree of responsibility for acts and omissions for those subcontractors acting on Sangoma's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by Sangoma directly.

## 5. Use of the Service

### 5.1 Service Requirements

Use of Sangoma products and services (collectively, "Services") is dependent on meeting the Technical Sufficiency Criteria. These Technical Sufficiency Criteria set forth below, are incorporated into and made a part of the applicable Service Agreement. These Technical Sufficiency Criteria may be amended from time to time and such updates will become effective thirty (30) days after notice to Customer.

The Services require a properly-configured, high performance, enterprise-grade internet network and connection. Use of the Services with any network, services, or connection not compatible with the

Services may result in partial or complete unavailability, interruption, or underperformance of the Services or other services utilising the same network, services, or connection. Likewise, 2G, 3G, or LTE networks are not recommended for use with the Services. Customer will provide and maintain, at its own cost, an IP network, services, and connection meeting the foregoing standard and all equipment necessary for the Services to connect to and use such network, services, and connection.

To minimise unauthorised use, Customer should (a) disable international calling for all extensions or Accounts for which such calling activity is not needed or not authorised; (b) restrict international calling destinations to those that are needed and authorised; (c) block inbound calls from any caller and area codes from which Customer does not wish to receive calls and block inbound calls with no caller identification if appropriate; (d) disable attachment of facsimile image and voicemail audio files to message notification emails associated with Customer's Account(s) and/or individual Digital Lines or extensions for which such functionality is not required and to the extent that such files may include sensitive or confidential content.

Sangoma will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet Sangoma's Technical Sufficiency Criteria.

## 5.2 Use Policies

Customer and End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer may not use, or permit the use of the Services, to interfere with the use of Sangoma's service by others or with the operation of the Sangoma Network. End Users may not resell the Services. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement.

Sangoma may update the Use Policies from time to time and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer.

### 5.2.1 Acceptable Use Policy (AUP)

The Services (including any device, system, network, or account used in connection with the Services, or the Sangoma Network) may not be used to:

(a) **Illegal activity.** Violate any applicable local laws or regulations, or any applicable law or regulation of any foreign jurisdiction.

(b) **Infringing activity.** Infringe, misappropriate, or otherwise violate Sangoma's or anyone's rights (including intellectual property, privacy, personality, publicity, or otherwise; or display or use Sangoma's marks without consent or in violation of Sangoma policies).

(c) **Auto-dialling; trunking; traffic pumping.** Perform auto-dialling or "predictive dialling" in an abusive manner; trunk or forward your Sangoma phone or fax number to other numbers that handle multiple simultaneous calls or to a private branch exchange (PBX) or a key system; traffic pumping or access stimulation of calls through the Services or the Sangoma Network.

(d) **Minors.** Exploit or harm minors (e.g., expose them to inappropriate content; ask for personally identifiable information without parental consent).

(e) **Interference; transmit viruses.** Interfere, inhibit, compromise, or otherwise harm the Services or the Sangoma Network (regardless of intent or knowledge); transmit any material that contains viruses, time or logic bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.

(f) **Objectionable activity.** Act in an indecent, offensive, threatening, harassing, defamatory, libellous, fraudulent, malicious, disruptive, tortious, or other objectionable manner; or create a false caller ID identity (i.e., ID spoofing), forge addresses or headers, or otherwise mislead others about a sender's identity or origin.

(g) **Harvest information; spam; bulk messages.** Harvest or collect information about third parties or End Users without consent; send bulk communications or other content without the recipient's consent.

(h) **Excessive or unauthorised use.** Use any device, system, network, account, plan, or the Services in an unauthorised manner or in excess of reasonable business use.

(i) **Circumvent compliance or security.** Take advantage of, bypass, exploit, defeat, disable, or otherwise circumvent limitations of the Services, security mechanisms, or compliance with this AUP or any law.

(j) **Interception.** Intercept, capture, sniff, monitor, modify, emulate, decrypt, or redirect any communication or data for any purpose.

*Resale Prohibited.* Except for Certified Sangoma Resellers under the terms of Sangoma Partner Agreements, Customer may not sell, resell, sublease, assign, license, or sublicense the Services or any component thereof or use or offer the same on a service-bureau or time-sharing basis.

*High Risk Use Prohibited.* THE SERVICES ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE FOR ANY HIGH-RISK OR FAIL-SAFE PURPOSE OR ACTIVITY OR IN ANY ENVIRONMENT WHERE FAILURE, INTERRUPTION, MALFUNCTION, ERROR, OR UNAVAILABILITY COULD RESULT IN SUBSTANTIAL LIABILITY OR DAMAGES, PHYSICAL HARM OR PERSONAL INJURY, DEATH OR DISMEMBERMENT, OR PROPERTY OR ENVIRONMENTAL DAMAGE. CUSTOMER SHALL NOT USE THE SERVICES FOR ANY SUCH PURPOSE OR ACTIVITY OR IN ANY SUCH ENVIRONMENT.

The list above is not exhaustive or exclusive. For purposes of this AUP, “**End User**” means an individual user of the Services, and may be a natural person, and may include but is not limited to a Customer's employees, consultants, clients, external users, invitees, contractors and agents. Except as otherwise provided, terms defined in the Agreement have the same meanings when used in this AUP. The Services must be used only in accordance with and subject to Sangoma's Emergency Services Policy as per Section 5.2.2 below and Privacy Notice – found at <https://www.sangoma.com/legal>.

Sangoma may act immediately and without notice to suspend or terminate the Services if, in Sangoma's sole discretion, Customer's or its End Users' use of the Services violates the terms of this Acceptable Use Policy.

Notwithstanding anything to the contrary in this Agreement, Sangoma may act immediately and without notice to suspend or limit the Services if Sangoma reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the

Services that could interfere with the functioning of the Sangoma Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. Sangoma will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Sangoma Support in advance to avoid any Service disruption.

### **5.2.2 Emergency Services**

For SIPStation and Switchvox Cloud, Sangoma provides access to emergency calling services, allowing most Sangoma users to access either 999/112 emergency services. Sangoma users can dial 999/112 emergency services directly from their IP Desk Phones or Softphone provided they are located at the registered location. VIRTUAL EXTENSIONS AND MOBILE USERS USING SANGOMA'S MOBILE APPLICATION SHOULD NOT DIAL EMERGENCY CALLING SERVICES FROM THE SANGOMA SERVICE.

Emergency calling services work differently than you may have experienced using traditional wireline or wireless telephones. Your access may differ depending on your location or the device you are using.

#### **5.2.2.1 Registering Your Location**

You must register the address of the physical location where you will use the Sangoma Services immediately upon activation of your End Point. This is your Registered Address. You must use Sangoma voice services only at the Registered Address provided. If you do not update the Registered Address, any 999/112 emergency services calls made from the device may be sent to the wrong emergency response centre and will not transmit your current location information to emergency responders, delaying emergency assistance to you. It may take up to several hours for the address update to take effect.

#### **5.2.2.2 Service limitations**

Sangoma 999/112 emergency service dialling will not function (i) in the event of an Internet or power outage; (ii) if your broadband, ISP, or Sangoma Service is terminated; and (iii), with respect to only the Sangoma UC Mobile Application, if you do not have mobile service. It is possible that network congestion may delay or prevent completion of any 999/112 emergency services call. You will not be able to complete a 999/112 emergency services call if you move to a physical location outside the country in which your Digital Line is provided.

Users uncomfortable with any of these limitations should use an alternate means of reaching 999/112 emergency services.

#### **5.2.2.3 How it Works**

When you dial 999/112 emergency services using voice services from Sangoma, the Sangoma phone number and the Registered Address you have provided is sent to the local emergency centre serving your location. In some areas, emergency operators have access to this information; however, in other areas the emergency operator answering the call may not be able to see your Sangoma telephone number or your Registered Address. You should always be prepared to provide the emergency operator with your Sangoma telephone number and Registered Address in case the call is dropped or disconnected. If you are unable to speak, the emergency operator may not be able to send help to your location and/or call you back should the call be disconnected. Sangoma does not control whether or not the emergency operator receives your telephone number and Registered Address.

In some cases, 999/112 emergency services calls dialled from your Sangoma device cannot be directed to the local emergency response centre and are instead directed to a non-location-based Emergency Call Centre (the “ECC”). That might happen if there is a problem validating a Registered Address, if the Registered Address is an international location, or if the Registered Address is in an area that is not covered by the landline 999/112 emergency services network. 999/112 emergency services call that are directed to the ECC may not include your Sangoma telephone number or your registered address. Trained operators at the ECC will request your name, location, and telephone number and attempt to reach emergency responders in your local area. Until you give the operator your phone number, and location, he/she may not be able to call you back or dispatch help to your location if the call is dropped or disconnected.

#### **5.2.2.4 Notification of Employees, Guests, or Other Users**

Customers must notify any employees, contractors, guests, or persons who may place calls using the Services or may be present at the physical location where the Services may be used, of the limitations of Sangoma 999/112 emergency service from your Sangoma IP phone, other equipment, or the Sangoma Softphone. Where required, Customer must affix a Sangoma-provided sticker warning that 999/112 emergency services may be limited or unavailable in a readily visible place on each piece of equipment that might be used to access or use the Services.

#### **5.2.2.5 Disclaimer of Liability for Emergency Call Response**

Your use, and use by your employees, guests and other third parties of Sangoma’s 999/112 emergency services dialling is subject to the limitations described herein. The availability of certain features, such as transmission of a Registered Address or your Sangoma telephone number, depends on whether local emergency response centres support those features, and other factors outside of Sangoma’s control. Sangoma relies on qualified third parties to assist us in routing 999/112 emergency services calls and text messages to local emergency response centres and to the ECC. Sangoma does not have control over local emergency response centres, the ECC, emergency responders, or other third parties. Sangoma disclaims all responsibility for the conduct of local emergency response centres, the ECC, third parties engaged by Customer to facilitate address updates, and all other third parties involved in the provision of emergency response services. To the extent permitted by applicable Law, you hereby release, discharge, and hold harmless Sangoma from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or 999/112 emergency services call. Customer indemnifies and holds harmless Sangoma, and any third-party provider(s) from any and all third-party claims, losses, damages, fines, or penalties arising out of: (i) Customer or its End User’s provision to Sangoma of incorrect information, including physical addresses, or failure to update a Registered Address; (ii) Customer’s failure to properly notify any person who may place calls using the Services of the 999/112 emergency services limitations; or (iii) the absence, failure, or outage of emergency service dialling using the Services for any reason; and (iv) the inability of any End User to be able to dial 999/112 or access emergency service personnel for any reason.

### **5.2.3 Numbering Policies**

Customer may obtain new numbers from Sangoma for use with Switchvox Cloud or SIPStation, or may port existing numbers, subject to the terms below.

#### **5.2.3.1 Number Availability**

Sangoma makes available phone numbers for use with voice services, which Customer may select for assignment to the Customer's Account. Sangoma's listing of a number as available may be erroneous and does not constitute a representation or guarantee that such number is actually available for such assignment. If a chosen number is not actually available, Sangoma may remove such number from an Account. Customer acknowledges that Sangoma may change at any time a phone number provided under this Agreement. Sangoma will not be liable if, due to changes in applicable Law or for any other reason, Sangoma is no longer able to provide Customer with a certain phone number.

### **5.2.3.2 Number Porting**

#### **5.2.3.2.1 Number Port-In Request Procedures**

Customer must keep its existing service active in order to port a phone number to Sangoma. In order to request the porting of a telephone number into an Account, the Account Administrator for the Account must provide the details at ordering time (which may include without limitation providing an executed Letter of Agency) or as otherwise requested by Sangoma.

#### **5.2.3.2.2 The Number Porting Process**

In order to request the porting out to another services provider of a telephone or facsimile number currently assigned to an Account, you must follow the instructions specified by that services provider and must provide all information and cooperation requested by the relevant other services providers, Sangoma, or any other relevant third party. The porting of phone numbers into or out of an Account requires Customer's provision of specific and detailed information to Sangoma and/or other service providers, and procedures imposed by other service providers or Sangoma in order to comply with law and industry standards. Therefore, the completion of any number port request may depend on factors outside of Sangoma's control, including delays caused by Customer and/or other service providers.

Fees and lead time for Porting Process are outlined at <https://portal.sangoma.cloud/docs/>

#### **5.2.3.2.3 Unauthorised Port Outs**

Sangoma is required by law to comply with any valid porting request. Phone numbers may be ported out from an Account due to acts or omissions of third parties, and it may be difficult or impossible for Sangoma to: (i) prevent such port-outs; (ii) retrieve numbers ported out of an Account; or (iii) port such numbers back into an Account. Sangoma has no responsibility or liability due to such port-outs

#### **5.2.3.2.4 Accurate Porting Information.**

Customer represents and warrants that all information provided in connection with any request to port in or port out numbers to or from the Sangoma Services (including without limitation any information or representations in any Letter of Agency) by Customer or any party acting on its behalf or direction will be true, accurate, and up-to-date.

#### **5.2.3.2.5 Customer Compliance with Porting Laws**

The porting of numbers is subject to telecommunications and other Laws and may be subject to third-party terms and conditions. Customer, and/or any party acting on Customer's behalf, shall not: (i) violate any applicable Law or engage in any fraudulent or deceptive conduct in its porting-related requests or activities; (ii) engage in or facilitate "slamming" or the porting out of any telephone or facsimile number or change or attempt to change any party's telephony service provider without first

obtaining the proper, requisite consents and authorisations; or (iii) violate contractual or other obligations to service providers or other third parties.

#### 5.2.3.2.6 **Release of Numbers**

In the event of Account termination or cancellation, all telephone numbers associated with the Account which have not previously been ported to another provider may be released. The cancellation of individual Digital Lines may result in the release of the associated numbers if those numbers have not previously been ported to another provider. Customer is solely responsible for working with its new third-party provider to port out any numbers prior to termination or cancellation of Customer's Account or Services, or any individual line.

#### 5.2.3.3 **Number Publication by Customer**

All new number assignments are provisional until verified by Sangoma and confirmed by Customer. Customer shall not publicise, list, or communicate any number that assigned to the Account, or purchase or invest in any materials or media reflecting any such number unless and until Customer has confirmed that such number(s) is(are) active and functioning as desired. Acceptable methods of confirmation include test calling such number(s) from a non-Sangoma service plan and verifying that the fees and charges that will be incurred in connection with use of such number(s) are acceptable to Customer.

### 6. **Term and Termination**

#### 6.1 **Term**

This Agreement will remain in place for the duration of any applicable Order.

An Order will commence on the date it is entered into by the Customer (the "**Effective Date**"). An Order will continue for the initial term set forth in the Order ("**Initial Term**"). Upon expiration of the Initial Term, the Order will automatically renew (as to its recurring Services only) on a month-to-month basis unless Customer provides notice of nonrenewal at least 30 days prior to the end of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

#### 6.2 **Termination for Cause**

This Agreement and any Services may be terminated upon notice: (i) by either Party, if the other Party (a) materially breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach; (b) assigns its rights or obligations under this Agreement to another party in violation of this Agreement; or (c) becomes insolvent, makes an assignment for the benefit of creditors, or files, or has filed against it, a petition in bankruptcy or any proceeding relating to insolvency, reorganization, liquidation, or the appointment of a trustee, receiver, or similar officer; or (ii) by Sangoma, if Customer fails to pay any amounts when due and such failure continues for 3 days after Customer's receipt of notice of nonpayment.

#### 6.3 **Effect of Termination**

If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety, due to Sangoma's material breach under Section 6.1 (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and

Sangoma will provide Customer a pro-rata refund of all any prepaid and unused fees or charges paid by Customer for terminated Services.

If this Agreement or any Services are terminated for any reason other than as a result of a material breach by Sangoma or as set forth in Section 14.11 (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of Sangoma, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term.

## 7. Intellectual Property

### 7.1 Limited License

Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, Sangoma grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable licence to use any software provided or made available by Sangoma to the Customer as part of the Services ("**Software**") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.

Customer will not, and will not allow its End Users, to:

- (a) Sublicense, resell, distribute or assign its right under the licence granted under this Agreement to any other person or entity;
- (b) modify, adapt or create derivative works of the Software or any associated documentation;
- (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software;
- (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorised to use;
- (e) create any competing Software or Services; or
- (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

### 7.2 IP Rights

#### 7.2.1 Sangoma's Rights

Except as expressly provided in this Agreement, the limited licence granted to Customer under Section 7.1 (Limited Licence) does not convey any ownership or other rights or licences, express or implied, in the Services, any related materials, or in any Intellectual Property and no IP Rights or other rights or licences are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by Sangoma and its licensors. The Software and Services may comprise or incorporate services, software, technology or products developed or provided by third parties, including open source

software or code. Customer acknowledges that misuse of Sangoma Services may violate third-party IP Rights.

### **7.2.2 Customer Rights**

As between Sangoma and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to Sangoma a limited, personal, non-exclusive, royalty-free, licence to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licences, consents, authorisations or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

### **7.3 Use of Marks**

Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent. In the case of customers being a Certified Sangoma Partner, this clause (7.3) is superseded by the terms of Sangoma's Partner Agreement.

## **8. Confidentiality**

### **8.1 Restrictions on Use or Disclosures by Either Party**

During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorised disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

## **9. Data Protection**

### **9.1 Data Privacy**

Sangoma respects Customer's privacy and will only use the information provided by Customer to Sangoma or collected in the provision of the Services in accordance with: (a) the Privacy Notice, available at <https://www.sangoma.com/legal>; and (b) Sangoma's Data Processing Agreement, available at <https://www.sangoma.com/legal>; each of which are hereby incorporated by reference. Sangoma may update the Privacy Notice and the Data Protection Agreement from time to time and will provide notice of such update to Customer at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

### **9.2 Data Security**

Sangoma will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), administrative and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorised use, disclosure, or modification.

Customer must protect all End Points using industry-standard security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify Sangoma immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorisation by any End User or third party. Failure to notify Sangoma may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. Sangoma will not be liable for any charges resulting from unauthorised use of Customer's Account.

### **9.3 Software Changes**

Sangoma may from time to time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent Sangoma from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by Sangoma. Sangoma will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

## **10. Limitation of Liability**

### **10.1 Excluded Damages**

IN NO EVENT WILL SANGOMA OR ITS AFFILIATES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR (1) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, REPUTATIONAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND; (2) COSTS OF PROCUREMENT, COVER, OR SUBSTITUTE GOODS OR SERVICES; (3) LOSS OF USE, LOSS OR CORRUPTION OF DATA; OR (4) LOSS OF BUSINESS OPPORTUNITIES, PROFITS, GOODWILL, OR SAVINGS, WHETHER IN ANY OF THE FOREGOING, ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF A CUSTOMER OR A THIRD PARTY WAS INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

## 10.2 Direct Damages

THE TOTAL CUMULATIVE LIABILITY OF SANGOMA AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO SANGOMA UNDER THIS AGREEMENT DURING THE SIX MONTH PERIOD PRECEDING THE LAST EVENT GIVING RISE TO THE CLAIM. LIMITATIONS UNDER THIS SECTION 10.2 (*DIRECT DAMAGES*) WILL NOT APPLY TO LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT.

## 10.3 Survival

The limitations of liability contained in this Section 10 (*Limitation of Liability*) will survive termination or expiration of this Agreement and apply in any and all circumstances (except as expressly set forth above), including without limitation in the event of any failure of the essential purpose of any limited warranty or available remedy provided herein.

## 11. Indemnification

### 11.1 Indemnification Obligations

Customer agrees to indemnify and defend Sangoma and its Affiliates at Customer's expense, from and against any and all third-party claims, arising out of or in connection with: i) material violation of applicable Law by the Customer or its End Users in connection with the use of the Services; ii) use of the Services in a manner not authorised by this Agreement; iii) or iv) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided by or on behalf of Sangoma, or iv) claims relating to Customer Content. Further, Customer will indemnify and hold harmless Sangoma against all damages, costs, and legal fees finally awarded against Sangoma by a court of competent jurisdiction in connection with such third-party claim or agreed to in a written settlement agreement approved in writing by the Customer.

### 11.2 Defense and Indemnification Procedures

Any Party seeking defence or indemnification (the "**Indemnified Party**") must provide the Party from which it seeks such indemnification or defence (the "**Indemnifying Party**") with the following: (a) prompt written notice of the third-party claim, (b) sole control over the defence and settlement of the third-party claim, and (c) reasonable information, cooperation, and assistance in connection with the defence and settlement of the third-party claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defence or indemnification obligations under this Section (Indemnification), except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Party will have the right to participate at its own expense in the defence of such third-party claim, including any related settlement negotiations. No such claim may be settled or compromised by the Indemnifying Party without the Indemnified Party's express written consent (which such consent may not be unreasonably withheld, conditioned, or delayed), unless such settlement or compromise includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such third-party claim.

12. **Warranties**

12.1 **Sangoma Warranty**

Sangoma will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, Sangoma shall pass through to Customer any and all warranties Sangoma receives in connection with equipment provided to Customer.

12.2 **Customer Warranty**

Customer’s and its End Users’ use of the Services must at all times comply with all applicable Laws and this Agreement.

12.3 **Disclaimer of Warranties**

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND SANGOMA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT SANGOMA CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. **Sangoma Entity**

The following items are set according to the below table, depending on where Customer is domiciled:

- (a) The definition of “Sangoma”
- (b) The governing law and venue chosen pursuant to Section 13.

If Customer is domiciled in:	“Sangoma” definition	Governing law	Venue
<i>United States or any other country in North or South America not otherwise listed</i>	Sangoma US Inc., a Delaware corporation	Florida, USA	Twelfth Judicial Circuit in and for Sarasota County, Florida, or  the United States District Court for the Middle District of Florida, Tampa Division
<i>Canada</i>	Sangoma Technologies Inc., an Ontario business corporation	Ontario, Canada	Ontario, Canada

If Customer is domiciled in:	“Sangoma” definition	Governing law	Venue
<i>Any other country/state in Europe, Asia, or the Pacific Region</i>	Sangoma Technologies Inc., an Ontario business corporation, and with a registered branch office in England and Wales with business registration number BR015	England and Wales	England and Wales

**14. Dispute Resolution**

**14.1 Governing Law and Venue**

This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the state specified in Section 13, 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. Any adversarial proceeding to resolve any dispute arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, must be instituted exclusively in the state or federal courts specified in Section 13, and the Parties irrevocably submit to the personal and exclusive jurisdiction of those courts and waive any claim that those courts are an improper venue for any adversarial proceeding brought in accordance with this Section. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**14.2 Equitable Relief**

Any breach of either Party’s IP Rights will cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.

**14.3 Limitations**

Except for actions for nonpayment or liability arising from Section 10 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by Customer more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

**15. Miscellaneous**

**15.1 Assignment**

Neither Party may assign the Agreement or any portion thereof without the other Party’s prior written consent (which such consent may not be unreasonably withheld or delayed), however Sangoma may

assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to Sangoma's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of Sangoma's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

## 15.2 Notices

Except as otherwise provided for in this Agreement, each Party shall deliver all notices given pursuant to this Agreement (each, a "**Notice**") in writing to the other Party at its email specified as follows: to Sangoma at [legal@sangoma.com](mailto:legal@sangoma.com) and [europe@sangoma.com](mailto:europe@sangoma.com); to Customer at its email address then associated with its Account. 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.

## 15.3 Force Majeure

Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labour disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

## 15.4 Third-Party Beneficiaries

Except for third parties indemnified under Section 11, there are no third-party beneficiaries to this Agreement, by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## 15.5 Internal Customer Activities

Sangoma does not have any obligation to assist in or otherwise mediate in the event of any dispute between Customer representatives or Customer and any third party with respect to ownership or control of any Account or Account Data. All information within Sangoma's records regarding the ownership or control of an Account or Account Data, Services ordered, and numbers assigned to an Account will be definitive and controlling for purposes of administering the Account. In the event of any such dispute, Sangoma may take any course of action that it deems appropriate based on the information available, which include declining to take any course of action.

Sangoma may access your Account and related data as required to provide the Services. However, Sangoma has no obligation to access your Account, Account Data or any Customer Content for any other purposes. Services do not include or consist of any investigation, review, verification,

production, compilation, modification, or other similar services for any Account Data or Customer Content. Services do not include the provision of any legal, accounting or other professional services.

#### **15.6 Headings, Interpretation**

The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).

#### **15.7 Anti-Bribery**

Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.K. Bribery Act and similar applicable Laws.

#### **15.8 Export Control**

Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.K. export Laws and regulations. Customer will not use distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.K. and other applicable export regulations.

#### **15.9 Regulatory and Legal Changes**

In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with Sangoma's ability to provide Services under this Agreement, Sangoma may terminate the affected Services or this Agreement or otherwise modify the terms thereof.

#### **15.10 Entire Agreement**

The Agreement, together with any exhibits, Orders, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

#### **15.11 Order of Precedence**

In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order; (ii) Use Policies and Privacy Notice incorporated by reference in this Agreement; (iii) the main body of this Agreement; (iv) the applicable Service Attachment; and (v) and any other document expressly referred to in this Agreement which governs the Services.

#### **15.12 Amendments**

Except as otherwise provided, this Agreement may only be modified by a written amendment (provided electronically or otherwise) executed by authorised representatives of both Parties. In no

event will handwritten changes to any terms or conditions, including in the applicable Order, be effective. Notwithstanding the foregoing, Sangoma may update this Agreement or any of its Policies from time to time and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer. In the event that any such update would be of material detriment to Customer and is not required by Law, Customer must inform Sangoma of its objection within ten (10) days of receiving the notice provided under this provision. If the Parties, negotiating in good faith cannot reach agreement within thirty (30) days, Customer may terminate the portion of the Services affected by the change without penalty by written notice to Sangoma. Any use of the Services after the effective date will be deemed Customer's acceptance of the change.

#### **15.13 Severability and Waiver**

In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

#### **15.14 Publicity**

Notwithstanding anything to the contrary in this Agreement, Sangoma may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials.

#### **15.15 Execution**

Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual executing an Electronic Signature regarding the Agreement on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party.

#### **15.16 Survival**

The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order will survive expiration or termination of this Agreement or the Order, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

## **Exhibit A Definitions**

**Definitions.** Capitalised terms used in this Agreement but otherwise not defined have the following meaning:

“**Account**” means the numbered account established with Sangoma and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by Sangoma.

“**Account Administrator**” means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the administrative portal. Account Administrators may have varying levels of Account rights, skills, or permissions.

“**Account Data**” means: any business contact information provided with the Account; Sangoma-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.

“**Affiliate(s)**” means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and “control” means beneficial ownership of great than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.

“**Confidential Information**” means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.

“**Customer Content**” means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.

“**Disclosing Party**” means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees and attorneys.

“**Dispute**” has the meaning set forth in Section 13 (Dispute Resolution).

“**Electronic Signature**” means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.

“**End Point**” means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

“**End User**” means an individual user utilizing the Services available, and may be a natural person, and may include but is not limited to employees, consultants, clients, external users, invitees, contractors and agents.

“**Helpdesk**” means first-tier support provided to End Users or Customer.

“**Home Country**” means the United Kingdom or the country that is otherwise designated as Your primary or home country in the Order for the Services.

“**Indemnifying Party**” and “**Indemnified Party**” have the meanings set forth in Section 11.2.

“**Intellectual Property Rights**” or “**IP Rights**” means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).

“**Law**” means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.

“**Order**” means a request or order for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2.1 (*Ordering Services*).

“**Receiving Party**” means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees and attorneys receiving Confidential Information.

“**Sangoma Customer Care**” means Sangoma’s Customer support operations, available at <https://help.sangoma.com>

“**Sangoma Network**” means the network and supporting facilities between and among the Sangoma points of presence (“PoP(s)”), up to and including the interconnection point between the Sangoma’s network and facilities, and the public Internet, private IP networks, and the Public Switched Telephone Network (PSTN). The Sangoma Network does not include the public Internet, a Customer’s own private network, or the PSTN.

“**Service(s)**” means all services provided under this Agreement and set forth in one or more Order(s). Not all Services may include all features and not all Services are available in all territories.

“**Taxes**” means any and all federal, state, local, municipal, foreign and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.

“**Use Policy**” refers to any of the policies identified in Section 5.2 (*Use Policies*).

**“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with Sangoma, regardless of whether the calls are domestic or international.

**“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with Sangoma.