

**END-USER LICENSE AGREEMENT FOR DIGIUM SOFTPHONE, ZULU, AND SANGOMA CONNECT
("SANGOMA SOFTPHONES EULA")**

October 2020

IMPORTANT – PLEASE READ CAREFULLY

1. Definitions

"Affiliate" means an entity which is: (a) directly or indirectly controlling Sangoma; or (b) which is directly or indirectly owned or controlled by Sangoma.

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"Original Software" means the software, sounds (for example, ringtones), interfaces, content, fonts, documentation, and any data that are delivered with Software.

"SIP User Agent" means a network end-point used to create or receive SIP messages and thereby manages a SIP session.

"Software" means Sangoma developed and branded softphones which are SIP User Agents, specifically the Digium Softphone and Sangoma Connect. Software collectively means both the Original Software and any Software Updates.

"Software Updates" means updates or replacements provided by Sangoma for the Original Software in the form of feature enhancements, software updates, bug fixes, upgrades, otherwise modified versions of the Original Software, or system restore software provided by Sangoma, whether in read only memory or on any other media or in any other form.

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For the Digium Softphone

The Software uses Google Analytics to collect a variety of information including but not limited to which features you use, behavior flow, and your city. 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, phonebook 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/>. In the event of a crash, the Software uses Xamarin Insights to perform internal analytics and assess the issue, and to report details about the crash to Sangoma's development team. In order to do this Xamarin Insights collects information such as device type, operating system and version, crash date, crash log, and device information (network connectivity, cellular carrier, charger, Bluetooth, etc.) In the instances of both Google Analytics and Xamarin Insights the information may be stored by Sangoma perpetually. Sangoma may share and disclose the foregoing information in aggregated form in order to describe our Software 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 an individual person or company.

For Sangoma Connect

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This Agreement shall terminate upon destruction of Your Software. In the event of a breach of the scope of use permitted by the grant in Section 3, or if you do not comply with other material terms and conditions of this Agreement, Sangoma shall have the right to immediately terminate this Agreement, in which case you must promptly destroy Your Software. Notwithstanding the foregoing, the provisions of Sections 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 shall survive termination of this Agreement.

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This Agreement and the rights and obligations under it are not assignable by you without the prior written approval of Sangoma, voluntarily or by operation of law. Any attempt by you to assign this Agreement without such approval shall be void. This Agreement shall inure to the benefit of the successors and assigns of Sangoma.

15. U.S. GOVERNMENT USERS

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

16. **GOVERNING LAW AND JURISDICTION AND DISPUTE RESOLUTION**

If your principal office is located within the United States (as determined by the address listed on your invoice), this Agreement shall be governed by and construed under the laws of the United States and, to the extent that no federal law applies, the laws of the State of Alabama, USA and all disputes arising out of or related to this Agreement shall be submitted to the exclusive jurisdiction of the state or federal courts in Madison County, Alabama. If your principal office is located outside of the United States (as determined by the address listed on your invoice), this Agreement shall be governed by and construed under the laws of the Province of Ontario, Canada and all disputes arising out of or related to this Agreement shall be submitted to the exclusive jurisdiction of the courts of competent jurisdiction located in the Province Ontario. Both parties irrevocably consent to personal jurisdiction as detailed in this 14.1 and waive all objections to this venue. This section 14.1 shall be construed without giving effect to any conflict of law provision or rule. The United Nations Convention on International Sale of Goods, the application of which is expressly excluded, does not govern this Agreement.

If permitted by applicable law, Sangoma and you hereby expressly waive any right to a trial by jury and consent to a bench trial in the event of a dispute. Sangoma and you agree to attempt to resolve any dispute by direct communication between representatives of each party who are authorized to finally resolve the dispute prior to filing any legal action against the other party. The parties agree to attempt to resolve the dispute within fourteen (14) days of notice of the dispute having been provided to the party not invoking this clause and agree not to resort to legal action, other than injunctions, during the fourteen (14) dispute resolution period. The United Nations Convention on International Sale of Goods, the application of which is expressly excluded, does not govern this Agreement.

17. **ENTIRE AGREEMENT**

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

18. **APPLE® REQUIRED SPECIFIC TERMS FOR APPLICATIONS POSTED ON THE APPLE APP STORE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HERE, IF THE SOFTPHONE WAS OBTAINED THROUGH THE APPLE APP STORE THE FOLLOWING TERMS ALSO APPLY.**

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- b. **SCOPE OF LICENSE.** The license granted to You for the Software is limited to a non-transferable license to use the Software on any iPhone or iPod touch that the You own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.
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- d. **WARRANTY.** Sangoma is solely responsible for any product warranties, whether express or implied by law, to the extent not disclaimed. In the event of any failure of the Software to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price for the Software to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Sangoma’s sole responsibility.

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- f. **INTELLECTUAL PROPERTY RIGHTS.** Sangoma and You acknowledge that, in the event of any third-party claim that the Software or the end-user's possession and use of that Licensed Application infringes that third party's intellectual property rights, Apple, is not responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
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- j. **THIRD PARTY BENEFICIARY.** Apple, and Apple's subsidiaries, are third party beneficiaries of the Agreement, and upon Your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against You as a third party beneficiary thereof.

EXHIBIT A.1 OPEN SOURCE COMPONENT LICENSES

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Markham, ON
L3R 9R6
Canada
Or

Sangoma Technologies Inc.
Attn: Director of Product Management
445 Jan Davis Drive
Huntsville, Alabama
35806
USA

Or by using the contact sales form available at URL: <https://www.sangoma.com/contact-us/>

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 - f. Reachability, MIT (as specified in Exhibit A.8)
 - g. Get-iOS-Model, MIT (as specified in Exhibit A.9)
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Exhibit A.2 Apache License version 2.0

EXHIBIT A.2

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Version 2.0, January 2004
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Exhibit A.3 Licenses for d-bus, specifically libdbus

EXHIBIT A.3 LICENSES FOR d-bus, specifically libdbus

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