

Valued Sangoma Partner,

Welcome to the Sangoma Partner Program! We are pleased to have you as a partner and look forward to building a long-lasting and mutually beneficial relationship.

The purpose of this letter is to provide you with your initial Partner Level, pursuant to Section 3.1 of the attached Partner Agreement. Your partner level is North American Silver Partner

You may find additional information about the Sangoma Partner Program on <https://www.sangoma.com/partners/>.

We thank you again for becoming a Sangoma Partner. Should you have any questions please do not hesitate to contact us at partners@sangoma.com.

We look forward to a successful business relationship that benefits our customers, yourself, and Sangoma.

Sincerely,

The Sangoma team.

SANGOMA NORTH AMERICAN PARTNER AGREEMENT

BY ELECTRONICALLY OR MANUALLY SIGNING YOU CERTIFY THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT DRAWN UP IN ENGLISH, YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, ALL INFORMATION SUBMITTED BY YOU IN THIS AGREEMENT IS COMPLETE, TRUE, ACCURATE, AND NOT MISLEADING AND IF YOU ARE SUBMITTING THIS AGREEMENT ON BEHALF OF AN ORGANIZATION YOU ARE DULY AUTHORIZED TO BIND THE ORGANIZATION TO THESE TERMS. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU ARE NOT ELIGIBLE TO PARTICIPATE AS A SANGOMA PARTNER. THIS AGREEMENT IS MADE BY AND BETWEEN SANGOMA TECHNOLOGIES INC. AND AFFILIATES (COLLECTIVELY REFERRED TO AS "SANGOMA"), AND

("PARTNER"). THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE UPON WHICH SANGOMA EITHER ELECTRONICALLY OR MANUALLY COUNTERSIGNS THIS AGREEMENT ("EFFECTIVE DATE"). THIS AGREEMENT SHALL NOT BE LEGALLY BINDING UNLESS AND UNTIL SANGOMA COUNTERSIGNS THIS AGREEMENT.

Recitals

A. Sangoma designs and manufactures communications equipment and software for use by businesses, enterprises, and others. Sangoma markets and distributes its Products both directly and through a network of authorized distributors and authorized partners.

B. Sangoma is willing to appoint the Partner to act as a non-exclusive, independent, reseller of Sangoma's products under the terms and conditions set forth in this Agreement.

C. The Partner is in the business of reselling communications equipment, software, and services, and desires to be appointed as a Sangoma Partner to resell in the Territory as defined below.

D. The Partner must maintain a website and must promote Sangoma's Products on the website within thirty (30) days following the Effective Date. Acceptable methods of promotion may include, but are not limited to, displaying

Sangoma logos which have been authorized by Sangoma for use by Partner, the names and images of the Product(s), solution diagrams, and links to Sangoma's website. However, PARTNER agrees not to promote, sell, or distribute the Product(s) through a web store, meaning a website which provides a process for End Users to purchase Product(s) over the internet.

NOW THEREFORE, in consideration of the promises, commitments, terms and conditions set forth herein, the Parties agree as follows:

- 1.1 The term "Territory" shall mean the geographic areas set forth below in this Section 1.1. Partner and Sangoma agree that this Agreement grants Partner the non-exclusive right to purchase from Sangoma's authorized Distributor(s) and to resell Sangoma's Products to End Users in the Territory.

Territory: The Territory is defined as the United States and Canada.

In addition to the understandings above and elsewhere in this Agreement, Partner agrees:

- A To sell Sangoma's Products to End Users only.
- B To maintain an informed sales and technical support organization and act solely as an independent entity without authority to commit Sangoma and to employ its own facilities at its own expense to promote the use and sale of the Product(s). If the Partner Level requires it, Partner agrees to grant Sangoma access to its sales and technical personnel for purposes of training and further assistance with customers.
- C If the Partner Level requires it, purchase the minimum amount required for the Partner Level as set forth in the Sangoma Partner Portal. The minimum purchase amount is based off of MSRP ("Manufacturer's Suggested Retail Price"). Sangoma may change the minimum quota not more than once annually upon thirty (30) days prior written notice (which may be sent via email to Partner) and Partner's sole remedy if Partner's disagrees with the change is to notify Sangoma prior to the expiration of the thirty (30) day period in writing that Partner is terminating this Agreement without cause effective upon date of notice.

1.2 The term "Products" refers to the Products set forth in the Price List which is made available by Sangoma to Partner via Sangoma's Partner Portal. Although the Price List is not provided as an Exhibit to this Agreement, Partner and Sangoma agree that the then current Price List is incorporated herein by this reference. Partner acknowledges that Sangoma reserves the right, in Sangoma's sole discretion to modify on a monthly basis the Price List under the terms and conditions of this Agreement.

2. Definitions

2.1 Affiliates means an entity which is (a) directly or indirectly controlling Sangoma or (b) which is directly or indirectly owned or controlled by Sangoma. For these purposes, an entity shall be treated as being controlled by Sangoma if Sangoma has fifty one percent (51.0%) or more of votes in such entity, is able to direct its affairs and/or control the composition of its board of directors or equivalent body.

2.2 Approvals means any approvals, consents, permits, certifications, and other authorizations that are required under the laws of the Territory to qualify the Product for distribution and use in the Territory.

2.3 Authorized Agent, also referred to as a SubAgent, means an entity appointed by Master Agent to promote and market the Cloud Services on behalf of Master Agent pursuant to a written signed agreement between Authorized Agent and Master Agent. Authorized Agents have access to the Sangoma Partner Portal, to which certain terms, set forth in Section 4.2 apply. The agency relationship arising from that agreement does not constitute or create a general agency, joint venture, partnership, employee relationship or franchise between Sangoma and Authorized Agent. Authorized Agent is an independent contractor.

2.4 Confidential Information shall be as defined in Section 8.1.

2.5 Cloud Services means hosted cloud phone services, DIDs, 800 (toll free) and specialty numbers, as well

as well as services which are not themselves cloud but which are available for distribution alongside the cloud services, such as SIP Trunking (including, but not limited to SIPStation), and FAXStation) and which are detailed on the Services List which is provided to Master Agent and Authorized Agent through the Sangoma Portal. Cloud Services are promoted and marketed by Master Agents solely in the contiguous United States under the terms of a Master Agent Agreement.

2.6 Demo Kit means demo equipment which consists of Products representative of the Product line that the Partner is authorized to resell under this Agreement, and which is listed in Sangoma's Partner Portal. Sangoma may change the definition and contents of the Demo Kit as new products are developed and added to Sangoma's product portfolio. The latest components which comprise a Demo Kit are listed in the Sangoma Partner Portal and shall always be the applicable required Demo Kit and shall replace all prior versions of the required Demo Kit thereof for all purposes. This section is only applicable if the Partner Level requires purchase of a Demo Kit.

2.7 Distributor means an entity appointed and authorized by Sangoma that has undertaken the distribution of Products in respect of the Territory pursuant to an agreement made with Sangoma. The Distributor is permitted to purchase Product directly from Sangoma and sell the Product to Partner, or other partners or Distributors. Distributor does not have the right to grant licenses, or to authorize others to grant licenses, as licenses are provided only directly from Sangoma (which may be in the form of the EULA (as defined below)).

2.8 The Effective Date of this Agreement shall be the date listed on the first page of this Agreement.

2.9 End Users means individuals or entities that pay for delivery of the Product from the Partner for their own use and not for further distribution or sale to a third party or parties, and who have agreed to the EULA (or if the Products are professional services such as training or support then who have agreed to those additional terms and conditions available at www.sangoma.com/legal) as defined below.

- 2.10 The EULA means the Sangoma document entitled End User Agreement which is shipped with or as part of the Product. Partner acknowledges and agrees that the End User obtains license rights to install and use the Products only by agreement to the terms of the EULA, and that Partner shall not purport to provide End User rights in any other manner. The EULA can be found www.sangoma.com/legal. Sangoma reserves the right to update the EULA by posting an updated version on www.sangoma.com/legal. The version of the EULA that appears as of the date of purchase of the Product is the version that applies.
- 2.11 Export Laws means all international, national, and local laws, regulations, ordinances and other restrictions regarding export or import, including, without limitation, the U.S. Export Administration Act and all regulations promulgated thereunder, the regulations of the Departments of Defense, State, or Commerce, or any other government agency, as well as any end-use, end user, and destination restrictions of the jurisdiction in which the Product(s) are used or to or from which the Product(s) are exported or imported. More information can be found here <http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm>. Export Laws also includes an obligation under this Agreement not to export or reexport Products to or do business in any way under this Agreement with Cuba, Iran, North Korea, Syria, Crimea, or Sudan (the "Embargoed Countries").
- 2.12 First Level Technical Support means assisting the End User with general product information, guidance on system configuration, assistance with installation, collection of application or technical details related to a problem, understanding the End User's network, providing timely and accurate responses to the End User, and escalating complex unresolved issues to Sangoma provided that an appropriate support entitlement on the Product was previously paid for. This section is only applicable if the Partner Level requires that Partner provide First Level Technical Support.
- 2.13 Hardware Products shall mean those items that are physically shipped and excludes Software Products. Where Products contain an element of software and hardware, the value of the hardware when purchased on its own shall be considered as contributing to the value of Hardware Products.
- 2.14 Initial Term shall mean the twelve (12) month period following the Effective Date.
- 2.15 MAP means the Minimum Advertised Price that Sangoma Products can be advertised at online or in any printed form, as detailed in Exhibit One. The MAP appears as the MSRP column in the Price List unless it is specifically shown in another column.
- 2.16 Master Agents means entities which promote and market Cloud Services and refer potential Cloud Services end users to Sangoma US Inc. under the terms of a Master Agent Agreement. The agency relationship arising from that agreement does not constitute or create a general agency, joint venture, partnership, employee relationship or franchise between Sangoma and Master Agent. Master Agent is an independent contractor.
- 2.17 Master Agent Agreement means a written agreement, countersigned by Sangoma US Inc. which details the terms under which potential Cloud Services end users are referred to Sangoma US Inc. and commissions are paid by Sangoma US Inc. to Master Agent.
- 2.18 Order shall mean a purchase order that the Partner shall place with a Distributor for the Product or an order placed directly with Sangoma via the Sangoma Partner Portal.
- 2.19 Party shall mean Sangoma or the Partner.
- 2.20 Parties shall collectively mean Sangoma and the Partner.
- 2.21 Partner means an entity authorized by Sangoma to resell Sangoma Products under the terms of a written agreement, countersigned by Sangoma.
- 2.22 Partner Levels means the tier of partnership at which Partner participates and which determines the requirements Partner must meet, including, but not limited to the following: (1) revenue commitments; (2) certification requirements, (3)

sales training requirements, (4) technical training requirements, (5) technical support obligations, (5) Demo Kit purchase requirements; (6) website marketing requirements, and (7) stocking commitments. The Partner Level also determines the benefits Partner receives, including, but not limited to, the following: (1) discounts; (2) deal registration; (3) web-based training; (4) training discounts, Sangoma Partner Portal access; (5) access to marketing resources; (6) additional available certifications; (7) quote tools; (8) special pricing; (9) product promotions; (10) access to Sangoma sales leads; (11) support renewal notifications; (12) Sangoma Channel Manager support, and access to (13) marketing development funds. These benefits and requirements are set out in the Sangoma Partner Portal. Sangoma reserves the right to update or otherwise modify the requirements and benefits from time to time by updating the terms in the Sangoma Partner Portal; provided that Sangoma shall provide prior advance written notice of any new applicable Partner Level requirements or benefits. Partner's continued participation under this Agreement shall be deemed acceptance of the new requirements and benefits. If Partner does not accept the new Partner Level requirements and benefits, Partner's sole remedy shall be to provide Sangoma with a written notice of Partner's intent to terminate this Agreement within sixty (60) days of the notice from Sangoma of the updated terms. A general sample overview of the Partner Level requirements, current as of February 2020 is contained in Exhibit Two. This Exhibit may be outdated by the Effective Date of this Agreement. Partner must always consult www.sangoma.com for the current overview and the Sangoma Partner Portal for specific detail on the general requirements/benefits summarized in Exhibit Two. Although though the Partner Level specific requirements and benefits are not provided as an Exhibit, the parties agree that these specific requirements/benefits in the Sangoma Partner Portal are incorporated herein by reference.

2.23 Products means all Sangoma products, which are listed in Section 1.2, and any configuration of the Products listed in Section 1.2 and shall expressly exclude any Sangoma software or other deliverable to the extent distributed under the GPL.

2.24 Price List shall mean the most recent document maintained by Sangoma and provided to the Distributor or Partner showing the recommended prices of the Products in United States Dollars, exclusive of sales and use taxes, for sales to End Users in the Territory. The Price List is Confidential Information.

2.25 Sale, Sell and Sold each mean with respect to non-Software Products the sale of such non-software products to End Users, and with respect to Software Products the distribution of media and the service of Partner of procuring (not as an agent authorized to bind Sangoma, but as an independent intermediary facilitating interaction and dialogue only) a license to the Software Products from Sangoma in favor of the End User.

2.26 Sales Office means an establishment where the PARTNER conducts business that allows End Users to easily make contact with a sales person using mail (physical address not P/O box or other virtual addresses), telephone, facsimile, and e-mail.

2.28 Sangoma Partner Portal means the portal which Partner logs into to view materials available only to Partner and to make use of certain Sangoma tools/offerings which are only available to partners. The current list of Sangoma portals is available here www.sangoma.com/portals .

2.29 Software Products shall mean the Products that are software or software applications. Where Products contain an element of software and hardware, the value of the software when licensed on its own shall be considered as contributing to the value of Software Products.

2.30 Subsequent Term is each twelve (12) month period after the Initial Term, for which the Agreement is renewed.

2.31 Term is the Initial Term or a Subsequent Term.

2.32 Territory means the geographical area of sales, licensing and support responsibility, as defined in Section 1.1.

2.33 Trademarks are the trademarks and service marks of Sangoma, including stylizations thereof.

2.34 Warranty, Return, and Shipping Policy means the Sangoma document entitled Sangoma's Warranty, Return, and Shipping Policy, which is available at www.sangoma.com/legal. The terms of the Warranty, Return, and Shipping Policy are incorporated herein by reference and are binding on both parties as if contained fully in the text of this Agreement. Sangoma reserves the right to update the Warranty, Return, and Shipping Policy by posting an updated version on www.sangoma.com/legal. The version that appears as of the date of purchase of the Products is the version that applies.

3. Scope of Appointment

3.1 Sangoma authorizes the Partner, on a non-exclusive basis, to market its services and refer to itself as a "Sangoma Partner" with respect to the Products when Sold within the Territory to End Users, subject to the terms of this Agreement. The initial Partner Level is listed in the welcome letter which is provided along with this Agreement. The Partner Level may be changed not more than once annually via thirty (30) days advance written notice (which may be sent via email) from Sangoma. Such adjustment shall be based on information provided over the prior twelve months which justifies a change to a higher or lower Partner Level. Alternatively, Sangoma may elect to terminate this Agreement effective thirty (30) days from date of written notice from Sangoma to Partner if Partner is not meeting the Partner Level requirements. Sangoma grants to Partner the limited license to distribute to End Users those specific copies of the Products that Partner obtains from a Distributor or directly from Sangoma and for which Partner pays the Distributor or Sangoma for delivery thereof (without the right to make additional copies), provided that in no event shall the recipient of a distribution from Partner or Distributor be considered the "owner" of the copy distributed within the meaning of 17 U.S.C. 109.

3.2 Distributors generally do not distribute Products to entities for subsequent "redistribution" other than entities classified as authorized Sangoma Partners. Sangoma shall include the Partner among the list of

non-End User entities to whom Distributors in the Territory are authorized to Sell or distribute the Products with the knowledge that such Products may be further redistributed to End Users in the Territory.

3.3 The rights granted herein expressly exclude any right of Partner to market, Sell or distribute the Products as a "Sangoma Partner" other than as provided in Section 3.1. Partner shall not in any circumstances make copies of the Software Product (except as permitted by separate written agreement). In no event shall Partner license, sub-license or purport to license or sub-license the Software Products of Sangoma (unless pursuant to separate written agreement), as all such Software Products shall be licensed directly from Sangoma, and rights therefore may not be obtained or granted by Partner, another partner, or any Distributor.

3.4 The Partner shall during the Term of this Agreement diligently and faithfully serve Sangoma pursuant to this Agreement and shall use its best endeavors to improve the goodwill of Sangoma in the Territory and to further increase the sale of Hardware Products and the sale of Software Products in the Territory.

3.5 The authorization and license included herein is non-exclusive and revocable at Sangoma's discretion, and nothing herein prohibits Sangoma from marketing, licensing and selling Sangoma products directly or from appointing other partners or Distributors, even within the Territory.

3.6 The Partner will not make or purport to make any statement, warranty, guarantee, or representation, whether written or oral, with respect to the Products or Sangoma, which differs from or exceeds in any manner the express Warranties of Sangoma set forth in the EULA, except as expressly authorized in advance by Sangoma. Partner shall be solely responsible for, and shall indemnify and hold Sangoma harmless from, any liability for any and all statements, warranties, guarantees, and representations made by Partner in violation of this provision. The Partner must redistribute the Products with all Sangoma terms and conditions (which may be done with a document, sticker, or some other item that links to

www.sangoma.com/legal for the terms) that accompany them so that the End User may view the terms and conditions prior to purchase.

3.7 The Products are of a technical nature and the requirements set out in this Agreement, including without limitation, in Section 3, are imposed on the Partner to ensure the quality of the Products and of the services received by the End Users, in connection with Products bearing the Sangoma Trademarks.

3.8 Partner is only authorized to directly market, sell, or distribute the Products to an End User- which means that all marketing, sales and distribution information shall be sent directly to the End User by Partner.

3.9 The Partner shall provide return procedures, consistent with Sangoma's return procedures (which are contained in the Warranty, Return, and Shipping Policy) to End Users of Products that are malfunctioning while under warranty. Products purchased directly from Sangoma are shipped, returned, and warranted under the Sangoma Warranty, Return, and Shipping Policy.

3.10 As used herein, "Anti-Corruption Laws" means the anti-corruption or anti-bribery laws in effect in the Territory, and Anti-Corruption Laws specifically include the Foreign Corrupt Practices Act of the United States.

The parties agree to comply with the Anti-Corruption Laws. Each party acknowledges that the Anti-Corruption Laws prohibit the following, and each party agrees that it will not engage in the following acts in connection with this Agreement,

A offer, promise, or give any financial or other advantage to any persons (public or private): (i) in order to induce a person to improperly perform a relevant function or duty; (ii) to reward a person for such improper activity; or (iii) where the person knows or believes that the acceptance of the advantage is itself an improper performance of a function or duty, or

B offer, promise, or give any financial or other advantage to a public official, either

directly or through a third party intermediary, with the intent to obtain or retain business or an advantage in the conduct of business by either (i) influencing the official in his official capacity, (ii) inducing such foreign official to do or omit to do any act in violation of his/her/their lawful duties, (iii) securing any improper advantage; or (iv) inducing the official to use his influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality.

Each party represents that, as of the effective date of this Agreement, it has not been convicted of any offense involving bribery, corruption, and fraud.

Each party shall (a) maintain, throughout the duration of dealings between the parties, its own anti-corruption policies and procedures, including without limitation, adequate procedures designed to ensure that it complies with the Anti-Corruption Laws; (b) provide a copy of such policies and procedures to the other party on request; and (c) monitor and enforce such policies and procedures as appropriate. Each party shall maintain true, accurate, and complete accounting books and records relating to all of its activities under this Agreement. Each party shall provide information, documentation and reasonable assistance to the other party and its authorized representatives for purposes of ensuring its compliance with the Anti-Corruption Laws or to support an inquiry or investigation of a suspected violation of those laws.

4. Product and Cloud Services

Products

4.1 Only the Products listed in the Price List are covered by this Agreement.

4.1.1 If Sangoma introduces new products related to the Products listed in the Price List, Sangoma may, in Sangoma's sole discretion, offer such new products to the Partner for marketing and Sale in the Territory.

4.1.2 Sangoma reserves the rights to modify, alter, improve, or change any or all of the Product covered by this Agreement. In Sangoma's sole discretion, this Agreement may include the Sale of such Products as they may be modified, altered, improved, or changed. Sangoma shall have no liability or any obligation to install such modifications, alterations, improvements, or changes on Products previously Sold.

4.1.3 Sangoma reserves the right, in Sangoma's sole discretion to discontinue the manufacture or Sale of any model or type of Product or parts, without liability of any kind to the Partner or End User.

4.1.4 Sangoma shall inform the Partner through written notice at least thirty (30) calendar days prior to the discontinuance of any Product or part of the Product. Circumstances in which Sangoma modifies a Product or offers a new version of a Product shall not be deemed a "discontinuance" of the Product or any prior version thereof for purposes of this requirement.

4.1.5 The Partner shall take, and be solely responsible for, all steps necessary for rendering the Products in compliance with all national and local laws and regulations in the Territory, including without limitation, by obtaining or otherwise satisfying (and for the costs of obtaining or satisfying) any and all governmental, administrative, telecommunication, and other licenses, tariffs, registrations, notices, filings, requirements, or Approvals which may be required for the marketing, license, or Sale of the Products in the Territory. Upon request by Partner, Sangoma may, in Sangoma's sole discretion, agree to provide reasonable assistance to Partner in connection with this obligation.

4.1.6 Partner agrees to comply with the Export Laws as they apply to the export of the Product and technical data from the United States and re-exports or transfers of the Product and technical data from other countries and to indemnify Sangoma for any claims arising due to Partner's breach of this Section. Partner shall not export or re-export (directly or indirectly) any Product, documentation, and other technical data without

complying with the Export Laws, or with reason to believe that the recipient will not comply with Export Laws. Sangoma shall provide, upon request from Partner, a copy of the Commodity Classification for the Product(s) covered under this Agreement, or if that is not available, the Export Control Classification Number ("ECCN") or equivalent that Sangoma uses for its own export certifications.

4.1.7 The Partner shall distribute with the Product all Product literature, statements of Warranties, and disclaimers, intact as shipped from Sangoma. The Partner shall take all steps reasonably requested by Sangoma to inform End Users of any applicable restrictions and limitations regarding the use of the Product.

4.1.8 The Partner shall take all steps reasonably requested by Sangoma to inform End Users of any applicable restrictions and limitations regarding the use of the Products, warranty, return, and shipping information and claims thereunder, remedies, processes, and procedures. Partner will encourage End Users to apply with Sangoma for extended warranty coverage.

4.1.9 All orders submitted under this Agreement are subject to the terms and conditions hereof and this Agreement supersedes and takes precedence over any terms and conditions contained in forms submitted by Partner in connection with an order of Products. In the event of a discrepancy between an order and the terms of this Agreement, the terms of this Agreement shall always prevail unless a writing signed by an authorized Sangoma representative states otherwise.

Cloud Services

4.2 Partner may also access the Sangoma Partner Portal as an Authorized Agent so long as the additional terms are met: Authorized Agent must register End Users referred to a Sangoma Agent by using Sangoma's Partner Portal. Prior to entering a registration by using the Sangoma Partner Portal Authorized Agent must notify Sangoma in writing of the full name(s) of person(s) whom Authorized Agent authorizes to register referrals on Authorized Agent's behalf via the Sangoma Partner Portal.

Sangoma does not pay commissions to Authorized Agent, these are paid pursuant to terms negotiated between Authorized Agent and Master Agent.

Authorized Agent must only refer End Users located in the contiguous United States (meaning the 48 states that do not include Alaska or Hawaii) as Sangoma does not provide the Cloud Services outside of the contiguous United States.

5. Responsibilities of the Partner

In addition to the other obligations of Partner set forth in this Agreement, Partner agrees as follows:

Training

5.1 Due to the technical nature of the Products, the Partner shall use its best efforts to understand the Product, its capabilities, and applications. Partner agrees to continually educate Partner and its personnel, including, without limitation, to become educated regarding modifications and new products, as Sangoma modifies existing Product, or develops new products. The Partner shall devote sufficient time to understand the Products and Sangoma modifications or developments thereto. The Partner shall be capable of effectively demonstrating the Product to the End User.

5.2 If the Partner Level requires it, the Partner must purchase the components which comprise a Demo Kit and at all times own and maintain at least one Demo Kit.

Marketing

5.3 The Partner shall use good faith efforts to promote and market the Product to End Users within the Territory. All marketing and promotional activities and materials shall be subject to Sangoma's right, upon request, to review, and approve or reject such activities and materials, in Sangoma's sole discretion. Partner shall not engage in any activities or use or distribute any materials which are rejected by Sangoma.

5.4 Sangoma may, in Sangoma's sole discretion, market the Products in the Territory with its web site, public relations, advertisements, and associated marketing. Sangoma alone will determine the

amount, if any, of such marketing by Sangoma and will pay its own cost for such marketing by Sangoma.

5.5 The Partner shall bear all of its costs of promoting, marketing, Selling and distributing the Product in the Territory, including, without limitation, all costs associated with advertisements and trade shows that the Partner may deem to be appropriate beyond such advertising and tradeshow which may be undertaken by Sangoma described in Section 5.4 above.

5.6 The Partner shall not make any public advertisement of the price other than MAP pricing at which it Sells any Products. Posting of pricing on the internet that is lower than MAP pricing is grounds for termination for breach of this Agreement in accordance with Section 11. The Partner may make general statements about the pricing so long as no specific prices are mentioned or inferred. This clause does not restrict the price at which the Partner may sell the Products and the Partner shall be free to determine such prices.

5.7 Sangoma, in its sole discretion, may furnish the Partner with technical sales information, product literature, and other sales aids, which Sangoma may have available and which it deems appropriate to supply. may use these items and other sales aids provided to or made available to the Partner by Sangoma to advertise or otherwise promote the Products.

5.8 In the event that Partner's advertising or promoting of the Products reaches potential purchasers to whom the Partner is not granted the rights hereunder to market, Sell and distribute the Products pursuant to Section 3.1, including but not limited to by advertising the Products on the Internet, such advertising and promotion shall not be considered to be in violation of Section 3.1 hereof, provided that such advertising and promotion is primarily intended to reach End Users to whom the Partner is authorized to market, Sell and distribute the Products pursuant to Section 3.1.

5.9 Nothing in this Agreement shall prevent the Partner providing an End User with details of the price of Products in response to a direct request from that End User.

Sales

- 5.10 The Partner will at all times maintain a sales organization, Sales Office, and other resources sufficient to provide field sales, technical service, support, and assistance to End Users, and to otherwise carry out the Partner's obligations under this Agreement.
- 5.11 The Partner shall take proper follow up action to any customer leads, inquiries, and other requests for information received by Sangoma and forwarded to the Partner, and Partner shall provide timely feedback on the leads to Sangoma.
- 5.12 The Partner shall refer to Sangoma, within two business days of the inquiries, all inquiries it receives for Products for sale or ultimate delivery outside the Territory and all enquiries from any potential purchaser other than an End User within the Territory.
- 5.13 Sangoma shall be permitted by the Partner to conduct periodic audits and account reviews and with reasonable notice participate in joint sales or support meetings with the Partner at times mutually agreed upon. Sangoma will bear all costs of its own employees for such visits.

Product Commissioning

- 5.14 This Agreement does not require Sangoma to provide any services, including without limitation, installation or system configurations. If the Partner Level requires it, the Partner must offer installation or system configurations to all End Users. With Sangoma's prior approval, the Partner may offer Sangoma's installation or system configuration services to the End User on Sangoma's standard terms for such services and at Sangoma's then current prices.
- 5.15 The Partner may sell Sangoma Product training to End Users using pre-packaged materials for Sale by Sangoma. These materials may include, but are not limited to, electronic presentations and other course material.

Customer Support

- 5.16 If the Partner Level requires it, the Partner must provide End Users with First Level Technical Support on the Products.
- 5.17 If there are technical issues not resolved by the Partner or if the Partner receives requests or inquiries regarding the Products that the Partner considers too complex for Partner to adequately address, the Partner may contact Sangoma for assistance in accordance with the support entitlement granted to the Partner on the Product that was sold. Sangoma will not support Partner unless an appropriate support entitlement was previously purchased. Sangoma does not support End Users directly, unless the End User has a support contract in place with Sangoma. The terms under which Sangoma provides support are available on www.sangoma.com/legal the terms of which are incorporated herein by this reference. By using the support provided by Sangoma the End User and Partner accept the support terms. Sangoma reserves the right to update the support terms by posting an updated version on www.sangoma.com/legal. The version of the support terms that appears as of the date of purchase of the Product being supported is the version that applies.
- 5.18 If the Partner frequently turns to Sangoma for technical support or assistance deemed by Sangoma, in its sole discretion, as simple or basic, or if the End User complains to Sangoma that the Partner has failed to provide adequate support, Sangoma may require that Partner send personnel for additional training (if the Partner Level requires training). If the Partner fails to complete any required training for its personnel as required by Sangoma, Sangoma may, at its option, terminate this Agreement pursuant to Section 11.
- 5.19 Partner shall use best efforts to resolve any complaints from the End Users regarding the Products.
- 5.20 Sangoma reserves the right to provide the End User with contact information to alternative

Sangoma authorized partners for support and services.

6. Terms of Sales

Prices

- 6.1 The Price List reflects the End User price of the Product recommended by Sangoma for Sales made in the Territory. The Partner shall determine the actual prices at which it will sell or license (as applicable) the Products to End Users in the Territory. The Price List is Confidential Information of Sangoma hereunder.

Partner Discount

- 6.2 The Partner understands that the Price List is merely a suggestion for Distributors, and that Sangoma exerts no control over the prices actually charged. Partner alone shall be responsible to negotiate with the Distributor as to whether the Distributor will grant discounts.
- 6.3 Sangoma has no control over the prices at which the Distributor will provide Product to the Partner. The Partner must negotiate its discounts and other financial terms with the Distributor. The Distributor may charge the Partner shipping, handling, taxes, duties, and other such charges.

Ordering

- 6.4 The Partner must obtain all Products that Partner Sells to an End User directly from Sangoma via the Partner Portal or from a Sangoma authorized Distributor (i.e. Partner must not purchase from entities that are not under contract with Sangoma). Partner Portal are priced higher than Products purchased from a Sangoma authorized Distributor and require payment up front using a credit card. The Partner may ask Sangoma from time to time for a list of those Distributors serving the Territory.
- 6.5 The Partner shall negotiate with the Distributor the terms for delivery and payment of the Product.
- 6.6 All purchases of Products by the Partner from the Distributor shall be subject to the terms of this Agreement in addition to any other terms imposed by the Distributor.

7. Intellectual Property

- 7.1 Sangoma grants to the Partner a non-exclusive, non-assignable, non-sublicensable, terminable license to use the Trademarks as follows: Partner may, within the Territory, refer to itself as described in Section 3.1; and the Partner may use in marketing the Products the Trademarks used by Sangoma to refer to each of the Products, all of such license rights being limited to the term of this Agreement and for the sole purpose of promoting and marketing the Products, and provided that the Partner's use of the Trademarks is in accordance with Sangoma's then current guidelines regarding usage of the Trademarks (a current copy of which is available at www.sangoma.com/legal) and this Agreement. In all cases, the use of Trademarks by Partner shall be subject to the right of Sangoma, upon request, to review, and approve or reject, any and all uses of the Trademarks.
- 7.2 Sangoma owns the Trademarks and any and all goodwill derived from the use of the Trademarks by the Partner shall inure solely to the exclusive benefit of Sangoma.
- 7.3 The Partner will at no time contest or aid in contesting the validity or ownership of any Sangoma Trademark or take any action in derogation of Sangoma's rights therein, including without limitation applying to register any trademark, trade name, service mark, or other designation that is confusingly similar to any Trademark.
- 7.4 The Partner shall not: (a) remove the Trademarks from any Product; (b) affix any additional trademarks, logos, brand names, or other trade designations to the Product likely to cause confusion as to the origin of the Product; (c) cover any of the Trademarks on the Product; (d) use the Trademarks in the Partner's company name or logo; (e) make any use of the Trademarks with any products not furnished by Sangoma; (f) use the Trademarks in any manner that would injure or destroy their value; or (g) use in its business any other trademarks or brand names likely to be confused with the Trademarks.

7.5 The Partner may not use any of the Trademarks, or any terms that are confusingly similar to the Trademarks, to form part of a URL or the title of any publication (electronic or printed) without prior approval from Sangoma.

7.6 Section 7.4(b) notwithstanding, the Partner is permitted to affix a label to the Product identifying the Partner as the supplier of the Products and providing information about how End Users can contact the Partner for support or further sales or licenses of the Products. This label must not promote the sale or license of any other products or services.

7.7 Partner agrees that it will not, and will not permit any other person or entity to, create, duplicate, replicate, copy, adapt, alter, revise, modify, disassemble, reverse engineer, or make derivative works of the Products or any component thereof, or specifications or materials relating thereto, for any purpose whatsoever, directly or indirectly by any method except where and only to the extent that such operations are permitted according to mandatory, non-waivable, statutory legislation with which Partner complies in all respects. Partner is solely responsible (and Sangoma shall have no liability for) any actions taken by Partner or on Partner's behalf in violation of this Section 7.

8. Confidentiality

8.1 Confidential Information means: (a) Any non-public technical or business information of Sangoma, including without limitation any information relating to Sangoma's techniques, algorithms, know-how, current and future products and services, research, engineering, designs, financial information, procurement requirements, manufacturing, lists of Distributors, End Users, and other customers, business forecasts, and marketing plans and information; (b) Any other information of a Party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally, is identified as "Confidential" at the time of disclosure, and is summarized in a writing sent by the disclosing Party to the receiving Party within 30 days of any such disclosure; (c) The specific terms and

conditions of this Agreement and pricing; and (d) information disclosed by Sangoma or Partner during the Partner Advisory Council at AstriCon (if applicable) .

Exclusions

8.2 The obligations regarding "Confidential Information" shall not apply to any information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving Party; (b) the receiving Party can demonstrate by written evidence was rightfully in the receiving Party's possession at the time of disclosure, without an obligation of confidentiality; (c) is independently developed by the receiving Party without use of or access to the disclosing Party's Confidential Information; (d) the receiving Party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure; or (e) the receiving Party is required to disclose pursuant to applicable, non-waivable law or a court order issued by a court of competent jurisdiction.

Obligations

8.3 Each Party will at all times, both during the term of this Agreement and for a period of five years after its termination, maintain in confidence all Confidential Information of the other Party and will not use such Confidential Information except as expressly permitted herein.

8.4 Each Party will take all reasonable measures to maintain the confidentiality of such Confidential Information, but not less than the measures it uses for its confidential information of similar importance.

8.5 Each Party will limit the disclosure of such Confidential Information to those of its employees and contractors with a bona fide need to access such Confidential Information for a Party's exercise of its rights and obligations under this Agreement; provided that all such employees and contractors are subject to binding use and disclosure restrictions at least as protective as those set forth herein.

8.6 The Partner is not authorized to disclose to Sangoma, or otherwise use in the course of

representing Sangoma, any proprietary rights, including trade secrets and customer lists, belonging to any third party. The Partner shall indemnify and hold Sangoma harmless from any liability, claims, losses or damages relating to any breach of this Section 8 by Partner.

8.7 The Partner acknowledges that the Software Products require a unique registration code (“Key”) to enable the End User to use the Software Products. Partner agrees to treat the Keys which Partner may have possession of in connection with performing under this Agreement as Confidential Information and to only distribute or disclose to each End User the number of unique Keys for which the End User has fully paid the applicable fees. Partner agrees not to distribute or disclose Keys to any persons or entities other than End Users that have fully paid the applicable fees. Further, Partner agrees not to attempt to analyze or decipher the pattern to which the unique Keys correspond, or otherwise seek to “crack” the Key.

9. Indemnity

9.1 Indemnity by Sangoma. Subject to the limitation of liability, Sangoma will defend any action brought against the Partner to the extent that it is based upon a claim that any of the Products, as provided by Sangoma without modification), infringes any copyright that is valid in the Territory or that the Product incorporates any misappropriated trade secrets of a third party. Sangoma will pay damages, subject to the limitation of liability set forth in Section 10.2 of this Agreement, that are finally awarded in a judgment against the Partner in such action. Sangoma’s obligations under this Section are contingent upon: (i) The Partner giving prompt notice to Sangoma of any such claim; (ii) The Partner allowing Sangoma to control the defense and any related settlement of any such claim; and (iii) The Partner furnishing Sangoma with reasonable assistance in the defense of any such claim. Sangoma will have no obligation under this Section for any claim of infringement or misappropriation to the extent that it results from: (i) Combination or use of the Product with equipment, products, processes, or other components or materials not furnished by Sangoma; (ii) Modifications to the Product made other than by

Sangoma; (iii) Failure of the Partner to use updated or modified Products provided by Sangoma; (iv) Misuse, vandalism, or other mistreatment of the Products; (v) Environmental conditions; (vi) Sale of unauthorized Products, or Sale of Products other than those copies received from an authorized distributor for which Partner has paid in full; or (vii) any Sale in connection with which Partner is not in full compliance with its obligations under this Agreement. THE PROVISIONS OF THIS SECTION 9.1 SET FORTH SANGOMA’S SOLE AND EXCLUSIVE OBLIGATIONS, AND PARTNER’S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

9.2 Indemnity by Partner. Partner shall indemnify and hold harmless Sangoma, its affiliates and their respective employees, stockholders, officers, directors, representatives and licensors from and against any and all allegations, claims, losses, liabilities, judgments, damages and other expenses, including, without limitation, reasonable attorneys’ fees, arising out of or resulting from (i) any breach of Partner’s representations, warranties or obligations set forth in this Agreement; (ii) any sale, promotion, distribution by Partner of the Products or any Partner-supplied materials; (iii) any actual or alleged infringement or violation of any patent, trade secret, copyright, trademark or other proprietary rights by Partner; or (iv) any negligence or willful misconduct by Partner.

9.3 Pass-Through Indemnity If Sangoma is a reseller of Products, to the extent permitted by the manufacturer of those Products and to the extent permitted by applicable law, Sangoma assigns and passes through to Partner any and all (i) end-user warranties provided by the manufacturer, (ii) intellectual property indemnities provided by the manufacturer, and (iii) other liabilities of the manufacturer. If Sangoma is a reseller of Products, Sangoma will not provide any independent warranties (except to the extent as explicitly set out in the Warranty, Return, and Shipping Policy), intellectual property indemnities, or other product liability remedies with respect to those Products.

10. Warranties; Limitation of Liability; Insurance

10.1 EXCEPT FOR THE WARRANTY EXPLICITLY SET FORTH ON WWW.SANGOMA.COM/LEGAL TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, SANGOMA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO PARTNER, END USER, OR ANY OTHER PARTY EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME COUNTRIES, STATES, OR PROVINCES DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY BE LIMITED IN THEIR APPLICATION. IF THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE DURATION OF SANGOMA'S WARRANTY AVAILABLE ON WWW.SANGOMA.COM/LEGAL.

10.2 AS A MATERIAL CONDITION TO THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SANGOMA BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR DESTRUCTION OF DATA, BUSINESS INTERRUPTION, COSTS OF COVER, LOSS OF USE, LOSS OF ANTICIPATED REVENUES OR PROFITS, LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF EQUIPMENT OR PROGRAMS, LOSS OF INFORMATION OR DATA, CORRUPTION OF DATA, COST OF REPAIR OR REPLACEMENT OF OTHER PROPERTY WHICH MAY BE DAMAGES IF THE PRODUCTS DO NOT WORK PROPERLY, OTHER COSTS RESULTING FROM LABOR CHARGES, DELAYS, VANDALISM, NEGLIGENCE, PRODUCT ENVIRONMENT, OR ANY OTHER CIRCUMSTANCES WHICH MAY RESULT IF THE PRODUCTS DO NOT WORK PROPERLY, OR RESULTING FROM ANY

ALLEGED DEFICIENCY OR ERROR IN CONNECTION WITH ANY INFORMATION, TECHNICAL ASSISTANCE, OR CONSULTATION PROVIDED TO PARTNER BY SANGOMA UNDER THIS AGREEMENT, OR LOSS OF GOODWILL OR REPUTATION, OR DAMAGES RESULTING FROM OR RELATING TO CLAIMS BROUGHT AGAINST PARTNER BY THIRD PARTIES, REGARDLESS OF WHETHER SANGOMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTNER AGREES NOT TO, AND WAIVE ANY RIGHT TO, CLAIM, DEMAND OR SEEK RECOVERY FROM SANGOMA FOR ANY OF THE FOREGOING CLAIMS, LOSSES OR DAMAGES AND SANGOMA WILL NOT INDEMNIFY YOU FOR ANY SUCH CLAIMS. SANGOMA EXPRESSLY DISCLAIMS ANY PRODUCT LIABILITY AS A CONSEQUENCE OF LOSS OR DAMAGE TO PROPERTY WHICH, IN VIEW OF ITS NATURE, IS NORMALLY INTENDED FOR COMMERCIAL USE. IN NO EVENT SHALL SANGOMA'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY PARTNER TO SANGOMA (OR TO SANGOMA'S AUTHORIZED DISTRIBUTOR DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CAUSE (OR, WHERE THE CAUSE IS NOT THE FIRST IN A SERIES OF RELATED OR SIMILAR CAUSES, TO THE FIRST OF SUCH CAUSES) OF LOSS OR DAMAGE FOR THE PURCHASE OR LICENSE OF THE AFFECTED PRODUCTS PURSUANT TO THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, WHETHER BASED IN CONTRACT, TORT, INDEMNITY OR OTHERWISE. NO CLAIM ARISING IN CONNECTION WITH OR RELATING TO THIS AGREEMENT MAY BE BROUGHT AGAINST SANGOMA MORE THAN ONE (1) YEAR AFTER IT ACCRUES.

10.3 During the Term, Partner shall procure and maintain commercial general liability insurance sufficient to cover Partner's risk under this Agreement, with a combined single limit of not less than \$1,000,000 for product liability, bodily injury, death liability, and property damage liability. All such insurance shall be written by insurance

companies who maintain a current A.M. Best rating of A-, VII or better. Partner shall provide a Certificate of Insurance evidencing such coverage to Sangoma upon request.

10.4 THE PROVISIONS OF THIS SECTION 10 ARE A MATERIAL CONDITION TO THIS AGREEMENT, AND PARTNER ACKNOWLEDGES AND AGREES THAT THIS SECTION 10 IS INSTRUMENTAL TO SANGOMA'S WILLINGNESS TO ENTER INTO THIS AGREEMENT, AND THAT THE ALLOCATION OF RISK AND LIABILITY CONTAINED IN THIS AGREEMENT IS REASONABLE CONSIDERING THE NATURE OF THE AGREEMENT AND THE ABILITY OF PARTNER TO RELY UPON ITS OWN INSURANCE ARRANGEMENTS AND OTHER RESOURCES TO BEAR OR RECOVER ANY LOSS OR DAMAGE INCURRED HEREUNDER.

11. Termination

11.1 Following the expiration of the Initial Term referenced in Section 2.10, this Agreement shall be subject to automatic annual renewal periods, each one (1) year in duration, unless (a) a written notice of intent not to renew this Agreement is provided by either party no fewer than thirty (30) days prior to the expiration of the then current term or (b) either party terminates as described in Sections 11.2, 11.3, or 11.4 of this Agreement. Each subsequent annual renewal period may be subject to execution of a new mutually agreed upon Partner Agreement.

11.2 Either Party may terminate this Agreement for cause if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice from the non-breaching Party. If the thirty (30) day period expires without a satisfactory showing that the deficiency has been cured, this Agreement shall terminate without any additional notice being required.

11.3 Either Party upon the insolvency or bankruptcy of the other Party or upon the breach of the other Party's obligations hereunder in a manner to discredit or harm the reputation of the Product or

the other Party's business may at any time terminate the Agreement immediately.

11.4 Either Party may terminate this Agreement without cause by providing the other Party with at least sixty (60) days prior written notice.

Conditions upon Termination or Expiration

11.5 With the prior written consent of Sangoma, the Partner may sell authorized copies of Products obtained from Distributors that remaining in Partner's inventory at the time of termination or expiration, but Partner may not refer to itself as a Sangoma Partner in connection with such Sales.

11.6 Upon termination or expiration hereof, the Partner shall immediately discontinue any use of the Trademarks that may be used as part of a URL under the provisions of Section 7.5.

11.7 At the earlier of thirty (30) days from the date of termination or expiration, or when the PARTNER has no remaining inventory of Products (if sale and license of such inventory is permitted pursuant to 11.5 above), whichever is sooner, the Partner will discontinue all use of the Trademarks and will return to Sangoma all materials using the Trademarks.

11.8 Each Party will promptly return to the other Party all Confidential Information of the other Party in its possession or control and will provide the other Party with a written certification, signed by one of its officers, certifying to the return of such Confidential Information.

No Damages for Termination

11.9 Neither Party will be liable to the other Party for any claims or damages of any kind, including, without limitation, any incidental or consequential damages, arising out of termination of this Agreement in accordance with Section 11.1 or 11.4 above, including without limitation any compensation, reimbursement for the loss of prospective profits, anticipated sales, goodwill, costs associated with the promotion of the Products or the performance under this Agreement or costs associated with forming, renaming, operating, or disbanding an entity created for performance hereunder.

11.10 Termination will not extinguish any liability of either Party arising before termination of this Agreement, including without limitation for payments due.

11.11 THE PARTNER WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY COMPENSATION OR REPARATIONS ON TERMINATION OF THIS AGREEMENT BY OPERATION OF LAW OR OTHERWISE, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

Survival

11.12 The provisions of Sections 7.3, 7.4, 7.5, 8, 10.1, 10.2, 11.5, 11.6, 11.7, 12, and 14 shall survive the termination of this Agreement.

12. Dispute Resolution

12.1 If permitted by applicable law, Sangoma and Partner hereby expressly waive any right to a trial by jury and consent to a bench trial. In the event of a dispute, Sangoma and Partner 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 the first direct verbal communication between the representatives of the parties in which the parties make good faith efforts to attempt to resolve the dispute following written notice of the dispute having been provided to the party not invoking this clause. The party with the dispute must provide the written notice and must provide sufficient detail in the notice as to the nature of the problem and requested remedies so as to permit the party not invoking this clause to make good faith attempts to remedy the dispute. The parties agree not to resort to legal action, other than injunctions, either prior to or during the fourteen-day dispute resolution period. To the maximum extent permitted by applicable law, in no event shall actual damages awarded by a court exceed the amount set forth in Section 10 of this Agreement. All proceedings must be conducted in English.

13. Relationship between the Parties

13.1 The Partner shall conduct all of its business in its own name.

13.2 The Partner shall pay all costs and expenses whatever their nature for its office and activities, including the compensation of its employees and salespersons. The Partner shall be responsible for any expenses of its employees and agents. Sangoma shall not be responsible for any of the Partner's expenses for its office and activities, including, without limitation, the compensation of its employees and salespersons.

13.3 The Partner shall be responsible for the acts and omissions of its employees and agents.

13.4 Neither Party is the agent or legal representative of the other Party for any purpose whatsoever, and neither Party shall hold itself out as an agent or legal representative of the other Party.

13.5 Each Party is an independent contractor, and nothing herein shall be deemed to constitute one Party as an agent or partner of the other. This Agreement creates no relationship of joint venture, associates, franchise, employment, or principal and agent between the Parties, and both Parties are acting as principals.

13.6 Neither Party nor its employees has the authority to bind or commit the other Party in any way or to incur any obligation on its behalf including, without limitation, any contract of employment.

13.7 Where the Partner purchases or licenses Products for its own use, all relevant terms of the EULA shall apply, with "you" or "yours" as referenced in the EULA meaning "Partner" or "Partner's."

14. Miscellaneous

14.1 If the Partner's primary headquarters is located within the United States, 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 the Partner's primary headquarters is located outside of the United States, 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.
- 14.2 The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Neither Party will be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by a duly authorized representative of the Party against which such waiver is asserted.
- 14.3 Except for payments due under this Agreement, neither Party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of nature, war, terrorist acts, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such Party gives prompt notice thereof to the other Party and uses its diligent efforts to resume performance which shall not exceed thirty (30) days.
- 14.4 If a court or arbitrator of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be amended to achieve as nearly as possible the intent of the Parties, and the remainder of this Agreement will remain in full force and effect.
- 14.5 This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous representations, discussions, negotiations, and agreements, whether written or oral, relating to its subject matter. This Agreement may be amended or modified only by a writing that is signed by duly authorized representatives of both Parties.
- 14.6 Both parties have had the opportunity to ask any questions and consult a lawyer of its own choosing regarding the provisions hereof, and hereby agree to all of the terms and conditions in the Agreement.
- 14.7 All acceptances, agreements, approvals, authorizations, consents, demands, instructions, notices, orders, rejections, requests, resolutions, specifications, statements, waivers, and other communications required or permitted under this Agreement will be in writing and delivered by: (i) confirmed facsimile transmission; or (ii) courier or overnight delivery service with written verification of receipt; or (iii) registered or certified mail, return receipt requested, postage prepaid, or (v) e-mail transmission. In each instance notice will be deemed given upon receipt. All such communications will be sent to the addresses set forth above or to such other address as may be specified by either Party to the other in accordance with this Section 14.7.
- 14.8 The Partner may not assign this Agreement, in whole or in part, including without limitation by operation of law, without Sangoma's prior consent. Any attempt to assign this Agreement without such consent will be null and void. Sangoma may assign this Agreement without the Partners consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.
- 14.9 The Partner will comply with all laws and regulations applicable to the Partner's performance of its obligations under this Agreement and applicable Exhibits.
- 14.10 This Agreement is written in the English language only, which is the language that will be controlling in all respects. Any versions of this

Agreement in any other language will be for accommodation only and will not be binding upon either Party. All communications regarding this Agreement shall be in the English language.

14.11 This Agreement may be executed in counterparts, including by facsimile, electronically, or via scanned copies, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

EXHIBIT ONE MAP POLICY

Sangoma encourages the sale of our Products by knowledgeable and competent channel partners, such as you. In order to protect Partner's interests and allow Partner to maintain the margins Partner needs in order to provide superior service, Sangoma has established a minimum advertised price ("MAP") on all Sangoma Products.

Partner is responsible for reviewing the laws of the countries in which it does business and ensuring compliance with such laws.

The MAP policy shall work under the following guidelines:

1. The MAP for all Sangoma products is listed on the MAP price sheet in USD for Partners, as listed in the Sangoma Partner Portal (<http://partners.sangoma.com>) . MAP pricing is established by Sangoma and may be adjusted only by Sangoma at its sole discretion.
2. The MAP policy applies to all advertisements of Sangoma products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.
3. The inclusion in advertising of free or discounted products (with a product made by Sangoma or any other manufacturer) covered by the MAP policy would be contrary to the MAP policy if it has the effect of discounting the advertised price of the covered product below the MAP. Advertised instant or mail in rebates is considered a violation of MAP policy.
4. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer.
5. MAP does not establish maximum advertised prices. All Partners may offer Sangoma products at any price in excess of the MAP established for such product.
6. Sangoma's MAP policy does not in any way limit the ability of any Partner to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that customers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.
7. From time to time Sangoma may discontinue models or engage in promotions with respect to certain products. In such events, Sangoma reserves the right to modify or suspend the MAP with respect to the affected products by notifying all Partners of such change. Sangoma further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon 7 days advance written notice to the Partners through the distributors, provided that such changes shall apply equally to all Sangoma Partners.
8. Intentional and/or repeated failure to abide by this policy will result in Partner not being allowed to continue to sell Sangoma products whether purchased from a Sangoma distributor or directly from Sangoma. Partner will have two written warnings from Sangoma, if MAP pricing continues to be violated, after second warning, then Partner may no longer purchase Sangoma products.
9. Partners who will not agree to MAP pricing will not be allowed to purchase Sangoma products.
10. The terms of this MAP policy are confidential and should not be disclosed to other parties.

EXHIBIT TWO

PARTNER LEVEL REQUIREMENTS AND BENEFITS GENERAL OVERVIEW
SAMPLE ONLY¹

Partner Program Requirements

Requirements	Authorized Agent aka Subagent	Authorized Partner	Silver Partner	Gold Partner
Minimum Purchase Amount/ Revenue Commitment	No	No	Yes	Yes
Countersigned Sangoma Contract	Yes	Yes	Yes	Yes
Business Email Domain	Yes	Yes	Yes	Yes
Active Website	Yes	Yes	Yes	Yes
Minimum Sales Training Requirements	No	No	Yes	Yes
Minimum Technical Training Requirements	No	No	Yes	Yes
Demo Kit Purchase Required	No	No	Yes	Yes
Stocking Commitment Required	No	No	No	No

Partner Program Benefits

Benefits	Authorized Agent aka Subagent	Authorized Partner	Silver Partner	Gold Partner
Discounts	Good	Good	Better	Best
Deal Registration	No	No	Yes	Yes
Web-Based Training	Yes	Yes	Yes	Yes
Training Discounts	Yes	Yes	Yes	Yes
Access to Partner Portal	Yes	Yes	Yes	Yes
Access to Marketing Resources	Yes	Yes	Yes	Yes
Additional Certifications Available	No	No	Yes	Yes
Quote Tool	No	No	Yes	Yes

¹ This Exhibit Two is a high level overview and sample only, which may be outdated by the Agreement Effective Date. For the most current overview and for the specifics on the items summarized herein, Partner must log into the Sangoma Partner Portal. Training requirements are Product specific.

Special Pricing	No	No	Yes	Yes
Product Promotions	No	No	Yes	Yes
Access to Sangoma Sales Leads	No	No	Yes	Yes
Support Renewal Notifications	No	No	Yes	Yes
Access to Pre and Post-sale support	No	No	Yes	Yes
Sangoma Channel Support	No	No	Yes	Yes
Access to Marketing Development Funds	No	No	Yes	Yes

Signature:

Email:

Title:

Company:

Signature:

Email:

Title:

Company: