

SANGOMA END-USER SOFTWARE LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY: This Sangoma End-User License Agreement ("EULA") is a legal agreement between you (on behalf of yourself or the entity which you represent) and Sangoma Technologies Inc., together with its affiliates and subsidiaries (collectively, "Sangoma") for the product identified in the box below, including without limitation any updates thereto provided by Sangoma and any media or printed, electronic or "online" materials and documentation associated therewith (the "Software"). By opening this package or by installing, copying, downloading or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the Software and return it to the place of purchase for a refund.

1. **License Grant.** You may install, access and use one copy of the Software on a single computer, workstation, terminal or other digital electronic device ("System") or you may install a copy of the Software on a device, such as a network server, used only to run, display or otherwise provide access to the Software to other Systems over an internal network; provided, however, you must acquire and dedicate an additional license for each separate System for which such access is provided. No license for the Software may be shared or used concurrently on different Systems and the license granted herein is personal to you, non-transferable, non-sublicensable, non-exclusive and revocable upon breach of the terms contained herein.
2. **Other Rights and Limitations.**
 - a. **Reverse Engineering.** You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that is required by applicable law.
 - b. **Software Transfer.** You may not assign or otherwise transfer your rights under this EULA or transfer the Software.
 - c. **Separability.** The Software is licensed as a single product and may not be separated for use on more than one System.
 - d. **Reservation of Rights.** All rights not expressly granted hereunder are reserved by Sangoma.
 - e. **Termination.** In the event that you fail to comply with the terms and conditions of this EULA, Sangoma may terminate this EULA without prejudice to any other rights of Sangoma. Upon such termination, you must destroy all copies of the Software and its component parts.
3. **Intellectual Property.** All title and copyrights in and to the Software and any copies of the Software are owned by Sangoma or its suppliers and licensors. All title and intellectual property rights in and to the content which may be accessed through use of the Software is the property of the respective owner of such content and may be protected by applicable copyright or other intellectual property laws and treaties. No ownership of or any right to use any part of such content is transferred to you under this EULA. If the Software contains documentation provided only in electronic form, you may print one copy of such documentation for your own use.
4. **Backup Copy.** You may make one copy of the original media on which the Software was provided to you by Sangoma solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software.
5. **Export Restrictions.** You agree to comply fully with all applicable laws, rules and regulations relating to the export of technical data, including, but not limited to, any regulations of the United States Office of Export Administration and other applicable governmental agencies.
6. **U.S. Government Restricted Rights.** The Software is a "commercial item" as that term is defined in 48 C.F.R. 2.101 (October 1995) consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 227.7202-1, 227.7202-3 and 227.7202-4 (June 1995). If you are the U.S. Government or any agency or department thereof, the Software is licensed hereunder (i) only as a commercial item, and (ii) with only those rights as are granted to all other end-users pursuant to the terms and conditions of this EULA.

7. Limited Warranty

Sangoma solely warrants the media on which the Software is furnished to You to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase by You as evidenced by a copy of Your receipt. If such a defect appears within the warranty period, You may return the defective media to Sangoma for replacement without charge provided Sangoma, in good faith, determines that it was defective in materials or workmanship. Replacement is Your sole remedy with respect to such a defect. Sangoma offers no warranty for Your reproduction of the Software. This Limited Warranty is void if failure of the Software has resulted from accident, misuse, abuse or misapplication.

8. Disclaimers, Limitations of Liability and Customer Remedies

Except as set forth in the "Limited Warranty" Section of this EULA, the Software and accompanying documentation are provided to You "as is." Neither Sangoma, its subsidiaries, its suppliers, nor its licensor(s) (if any) warrants that the Software will meet Your requirements or that its use will be uninterrupted or error-free. Except as set forth in the "Limited Warranty" Section, EACH OF SANGOMA, ITS SUBSIDIARIES, ITS SUPPLIERS AND ITS LICENSOR(S) (IF ANY) DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND ACCOMPANYING DOCUMENTATION, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST LATENT DEFECTS. Except as set forth in the "Limited Warranty" Section, neither Sangoma, its subsidiaries, its suppliers, nor its licensor(s) (if any) shall have any liability to You or any third party for any claim, loss or damage of any kind, including but not limited to lost business profits, business interruption, loss of information, or other pecuniary loss and indirect, punitive, incidental, economic, consequential or special damages, arising out of or in connection with this Agreement and/or the use, inability to use the Software and/or the Software's performance or inability to perform nor from or in connection with the Software's accompanying documentation, or any data or equipment related thereto or used in connection therewith. In no event shall Sangoma's, its subsidiaries, its suppliers' or its licensor(s)'s liability for damages, whether arising out of contract, negligence, warranty, or patent or copyright infringement, exceed the fees You paid for the Software. No representation or warranty regarding the Software may be made without Sangoma's, its subsidiaries, its suppliers, or its licensor(s)'s (if any) prior written consent, and any warranty or representation made by You or Your customers regarding the Software are shall not constitute an obligation of Sangoma, its subsidiaries, its suppliers, or other licensor(s) (if any). This limited warranty gives You specific legal rights. You may have other rights, which may vary from jurisdiction to jurisdiction. Also, as some jurisdictions do not allow the exclusion or limitation for certain damages, some of the above limitations may not apply to You.

9. The EULA is effective until terminated. You may terminate it at any time by notifying Sangoma and/or by destroying the Software and all accompanying documentation together with all copies, modifications and merged portions in any form. The Agreement will also terminate automatically upon the occurrence or lack of occurrence of certain terms and/or conditions set forth in this Agreement, or if You fail to comply with any term or condition of this Agreement. You agree that upon any such termination You shall destroy or return to Sangoma the Software and all accompanying documentation supplied by Sangoma, together with any and all copies, modifications and merged portions in any form. All provisions of this EULA relating to disclaimers of warranties, limitation of liability, remedies, or damages, and licensor's proprietary rights shall survive termination.

10. **Choice of Law.** THIS EULA SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISIONS.