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

October 2020

IMPORTANT – PLEASE READ CAREFULLY

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   "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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Sangoma respects your privacy. You may view Sangoma's privacy policy at the following link www.sangoma.com/legal.Please also read the following statement that applies to data collected by Sangoma through the Software.

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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

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 instance of Google Analytics, 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. Sangoma Connect also collects the following: (1) SIP Account Credentials. Required for Push Notifications and WebRTC app to work. They are being used to register the account on the server and forward any incoming calls and messages to the device via Push Notifications; (2) Address Book Data. Required for "Contact Sync" and "Smart Contacts" feature to work. A copy of your Address Book is kept on the server and used to show your address book in WebRTC app and to notify you about your contacts that also use the Service; (3) IP Addresses. When using features which require server components, like Push Notifications or Contact Sync and Smart Contacts, or any web services, the IP address and browser information may be logged by the servers. The logs are automatically rotated and the information in them is only processed when troubleshooting specific issues, or when required by law.; (4) Usage Data. The servers collect information whether the app has been actively used within the current month, for accounting/billing purposes. The data has a form of pseudonymized identifier which is reported by the app when it is used and the time since the last report is more than 14 days.

For Zulu

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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 are 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.

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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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    L3R 9R6
    Canada
    Or

    Sangoma Technologies Inc.
    Attn: Director of Product Management
    445 Jan Davis Drive
    Huntsville, Alabama
    35806
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    Or by using the contact sales form available at URL: https://www.sangoma.com/contact-us/

    Or by calling Sangoma at one of the phone numbers provided at the above URL.

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    g. Get-iOS-Model, MIT (as specified in Exhibit A.9)
    h. Pj-nat 64, MIT (as specified in Exhibit A.10)

Exhibit A.2 Apache License version 2.0

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EXHIBIT A.2

APACHE LICENSE, VERSION 2.0

Version 2.0, January 2004
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Sangoma Softphone EULA 08.14.2014

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Exhibit A.3 Licenses for d-bus, specifically libdbus

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