

SANGOMA TECHNOLOGIES CORPORATION

FreePBX Code Submission Agreement

This Agreement (hereinafter “**Agreement**”) is entered into on the last day set forth below (the “**Effective Date**”) between Sangoma Technologies Corporation (“**Sangoma**”) and the undersigned Developer (“**Developer**”).

Whereas, Sangoma engages in the business of promoting and sponsoring the FreePBX Open Source Project and the trademark holder of “FreePBX” along with ownership of the freepbx.org domain and all copyright associated with the project.

Whereas, Developer desires to submit code, patches or changes into FreePBX under the open source license that FreePBX is released under.

Now, therefore, in consideration of the mutual covenants contained herein the parties indicate their acceptance of the terms and conditions of this Agreement by placing their respective signatures below. **Email back completed forms to code@sangoma.com**

Sangoma Technologies Corporation

100 Renfrew Drive, Suite 100
Markham ON L3R 9R6 Canada
Telephone: (905) 474-1990
Fax: (905) 474-9223

Business Name _____

Contact Name _____

Title _____

Address _____

City _____ State _____

Zip _____ Country _____

Telephone _____

Email Contact _____

Signature _____

Date _____

Each person signing in a representative capacity warrants and represents authorization by such party to do so.

1 DEFINITIONS

1.1 Submission- "Submission" means any work of authorship, software code, documentation, creation, images or sound, provided by Developer to Sangoma via official project submission system, in human or machine readable form, at any time (both prior and subsequent to Your execution of this Agreement).

2 OWNERSHIP

2.1 You hereby grant Sangoma a perpetual, worldwide, royalty-free, irrevocable, non-exclusive, and transferable license to use, reproduce, prepare derivative works of, publicly display, publicly perform, distribute the Submissions, and to sublicense such rights to others. The rights granted may be exercised in any form or format, and Sangoma may distribute and sublicense to others on any licensing terms, including without limitation: (a) open source licenses like the GNU General Public License (GPL), or the Berkeley Science Division license (BSD); or (b) binary, proprietary, or commercial licenses. If Your Submission is derived from software released by Sangoma under the GPL, Sangoma as licensor thereof waives such requirements of the GPL as applied to that software to the limited extent necessary to allow you to provide the Submission and the foregoing license to Sangoma.

2.2 You hereby grant Sangoma a perpetual, worldwide, royalty-free, irrevocable, non-exclusive, sublicenseable and transferable license under any patent You own or control, now or in the future, to make, have made, use, sell, offer for sale, or import Submissions or any modifications thereof, including without limitation any combinations of the Submissions or modifications thereof with software, technology or services of Sangoma or its affiliates.

2.3 You hereby represent that you are the sole and original author of all Submissions and that, to the best of your knowledge, the Submissions do not infringe upon the rights of any third party. If you are providing the Submission on behalf of an organization or you are an employee of an organization, the person signing this Agreement represents that he or she is expressly authorized to execute this Agreement on that organization's behalf. Except for the express representations set forth above, the Submission and all licenses granted above are made on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that the decision to include the Submission in any code base is entirely the decision of Sangoma, and this Agreement does not guarantee that the Submissions will be included in any code base. The parties agree that any facsimile copy of this Agreement will be binding upon the parties to the same effect as originals.

3 MISCELLANEOUS

- 3.1 Entire Agreement.** THIS AGREEMENT AND ANY ATTACHMENTS AND ADDENDA CONSTITUTE THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THERE ARE NO REPRESENTATIONS, PROMISES, WARRANTIES OR UNDERSTANDINGS RELIED UPON BY DEVELOPER THAT ARE NOT CONTAINED HEREIN. This Agreement may be modified only in writing by mutual agreement.
- 3.2 Waiver.** The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such terms on any future occasion.
- 3.3 Enforceability.** If any provision of this Agreement or the application of such provision to any person, entity, or circumstance is found invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the other provisions of this Agreement and all other provisions of this Agreement shall be deemed valid and enforceable. Any provision deemed unenforceable shall automatically be revised with the least changes necessary to effect, to the fullest extent permitted by law, the intent of the parties as set forth in this Agreement.
- 3.4 Dispute Resolution.** This Agreement shall be governed by and interpreted under the internal laws of the State of Wisconsin. The parties agree that the any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the Circuit Court for the State of Wisconsin located in Winnebago County, exclusive of its conflict of law provisions.
- 3.5 Mutual Benefit.** You acknowledge that you are entering into this Agreement in consideration of the opportunity to contribute to and participate in FreePBX open source software projects, which opportunity is of value to You.