SANGOMA TECHNOLOGIES CORPORATION
GPG Key Signing 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 have their GPG Key signed by Sangoma for the use of building FreePBX modules that are verified and signed.

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
1351 Kimberly Drive
Neenah, WI 54956
Telephone: (920) 886-8130
Fax: (920) 886-8131

Business Name_____

Contact Name_____

Public Key Reference _____

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).
   - **1.2.** **GPG Key-** A key that the developer attains and provides to Sangoma to have signed by us.
   - **1.3.** **Key Signing-** A process in which Sangoma signs the developers key as a trusted key to be used when publishing FreePBX Modules
   - **1.4.** **Signature -** A "Signature" is a digitally signed message that contains an organization's public key and associates it with information Authenticated by Sangoma or a Sangoma authorized entity. Sangoma will apply a Signature to your Public Key, upon request and payment of fees (if any) to certify that you are a valid publisher of FreePBX Modules. A Signature does not imply any support, ownership, merchantability, or fitness for purpose.

2. **USE RESTRICTIONS**
   - **2.1.** You are prohibited from using your Key:
     - **2.1.1.** to sign a module that is not Open Source and GPL Compatible as defined by the FSF at http://gplv3.fsf.org/wiki/index.php/Compatible_licenses
     - **2.1.2.** for or on behalf of any other organization or person,;
     - **2.1.3.** to distribute malicious or harmful content of any kind including, but not limited to, content that would otherwise have the effect of inconveniencing the recipient of such content;
     - **2.1.4.** in a manner that transfers control or permits access
     - **2.1.5.** in any way that could decrease the security of the FreePBX Module signing process.

3. **VOLUNTARY REVOCATION**
   - **3.1.** If you discover or have reason to believe there has been a compromise of your private key or the activation data protecting such private key, or the information within the application is incorrect or has changed, or if your organizational name and/or email address has changed, you must immediately notify Sangoma, Inc and request revocation and reissuance of a new Key by emailing us at code@Sangomacom.com

4. INVOLUNTARY REVOCATION

4.1. Your key may be revoked by Sangoma if;

    4.1.1. Your key is used to sign a malicious module (this is is solely at the determination of Sangoma)

    4.1.2. Sangoma believes your Private Key has been compromised, or is in use by an unapproved third party

    4.1.3. For any other reason deemed urgent at the time

4.2. Sangoma explicitly states it has the right to immediately revoke their Signature on your Key. This will result in all modules signed by this key becoming inoperable. Sangoma does not warrant that you will be eligible for re-issuance of another Signed Key if your key is Involuntarily Revoked.

5. TERMINATION

5.1. In the event of revocation of your key Sangoma will email the contact at the above email address as soon as practical if we initiate the termination of our signature.

5.2. In the event the you wish to have your signature revoked and this agreement cancelled please email us at code@Sangomacom.com

5.3. Either party may cancel this agreement at anytime effective immediately upon notice given.

    5.3.1. If developer initiates the cancellation a email notice must be sent to code@sangoma.com

    5.3.2. If Sangoma initiates the cancellation a email notice will be sent to the email address defined on page 1.

5.4. All other obligations defined in this agreement will remain in effect for 12 months after termination by either party of this agreement.

6. EXPORT

6.1. End User shall comply with all laws and regulations of the United States governing the use, access or export of the System or Products or any part thereof. Without limitation, the System or Products or any part thereof may not be used or accessed within or by, or otherwise exported to, (a) any United States embargoed country; or (b) anyone on the United States Treasury Department's list of Specially Designated Nations, the United States Department of Commerce's Table of Denial Orders, or other similar list.

7. INDEMNIFICATION

7.1. You agree to release, indemnify, defend and hold harmless Sangoma and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of:

7.1.1. this Agreement or the breach of your warranties, representations and obligations under this Agreement;

7.1.2. falsehoods or misrepresentations of fact by you on the Application;

7.1.3. any infringement of an intellectual property or other proprietary right of any person or entity arising from any information or content provided by you;

7.1.4. Failure to protect the private key, or use a trustworthy system, or to take the precautions necessary to prevent the compromise, loss, disclosure, modification or unauthorized use of the private key under the terms of this Agreement.

7.1.5. When Sangoma is threatened with suit or sued by a third party due to a module that was published using your signed GPG key, Sangoma may seek written assurances from you concerning your promise to indemnify Sangoma, your failure to provide those assurances may be considered by Sangoma to be a material breach of this Agreement. Sangoma shall have the right to participate in any defense by you of a third-party claim related to your publish of a module that used your signed GPG key, with counsel of Sangoma's choice at your own expense. You shall have sole responsibility to defend Sangoma against any claim, but you must receive the prior written consent of Sangoma regarding any related settlement.

7.1.6. The terms of this Section will survive any termination or cancellation of this Agreement.

8. WARRANTY

8.1. THIS SECTION APPLIES TO LIABILITY UNDER AGREEMENT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE AND/OR STRICT LIABILITY), AND ANY OTHER LEGAL OR EQUITABLE FORM OF CLAIM. IF YOU INITIATE ANY CLAIM, ACTION, SUIT, ARBITRATION, OR OTHER PROCEEDING RELATING TO SERVICES PROVIDED UNDER THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SANGOMA SHALL NOT BE LIABLE FOR:

8.1.1. ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS; OR

8.1.2. ANY INDIRECT OR CONSEQUENTIAL LOSS.

8.2. SANGOMA'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU AND ANY THIRD PARTY FOR ANY USE OR RELIANCE ON KEY SIGNING SHOULD BE NO MORE THEN FOR WHAT SANGOMA CHARGED YOU FOR HAVING THE GPG KEY SIGNED.

8.3. YOU AGREE THAT YOUR USE OF KEY SIGNING IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. SANGOMA EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, GUARANTEES, TERMS OR

CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. OTHER THAN THE REPRESENTATIONS AND WARRANTIES AS SET FORTH, SANGOMA DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE, TERM, OR CONDITION THAT ANY SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT ANY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES SANGOMA MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE, TERM OR CONDITION AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH SANGOMA'S SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SANGOMA'S SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS, WARRANTIES OR GUARANTEES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. SANGOMA IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

9. **MISCELLANEOUS**
   9.1. **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.
   9.2. **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.
   9.3. **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.

9.4. **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.