

**Sangoma Technologies
POMPs UP and Running
Terms of Service**

1. Definitions

- i. **"Customer or End User"** means the end customer who has hired us and agrees to these terms.
- ii. **"We, Us or Sangoma"** refers to Sangoma
- iii. **"Deployment"** A deployment is a single PBX installed on a machine or virtual slice. Each deployment requires creating a Deployment in the FreePBX Portal before installing the software and providing the MAC address of the machine.
- iv. **"FreePBX GUI"** means the open-source GUI that is used worldwide to manage and configure Asterisk
- v. **"PBXact"** means the PBXact phone system based on a Commercial version of FreePBX.
- vi. **"Hardware"** means all hardware manufactured or provided by Sangoma pursuant to this Agreement.
- vii. **"W/B"** is short for time Worked/Billed. In this instance a value is assigned to each package as a guideline of the amount of time in minutes required to complete. If that time is exceeded the project will be reevaluated.
- viii. **Packages** are as outlined in Section 2 below.

2. Included Setup and Options

PBX 40|50|60 Includes the following (W/B 150 minutes included)

- i. Initial phone consultation (up to 30 minutes) to discuss your setup and call flow.
- ii. 1 SIP trunk or Analog/Digital Card
- iii. Up to 20 Inbound and 3 outbound routes
- iv. Up to 2 Time of Day Routing schedules
- v. Up to 2 IVRs
- vi. Up to 60 extensions
- vii. Up to 2 Endpoint Manager Templates of up to 3 phone models each.

PBX 100 Includes the following (W/B 240 minutes included)

- i. Initial phone consultation (up to 45 minutes) to discuss your setup and call flow.
- ii. 2 SIP trunks or Analog/Digital Card
- iii. Up to 50 Inbound and 3 outbound routes
- iv. Up to 3 Time of Day Routing schedules
- v. Up to 4 IVRs
- vi. Up to 100 extensions
- vii. Up to 3 Endpoint Manager Templates of up to 4 phone models each.

PBX 300 Includes the following (W/B 360 minutes included)

- i. Initial phone consultation (up to 60 minutes) to discuss your setup and call flow.
- ii. 3 SIP trunks or Analog/Digital Card
- iii. Up to 100 Inbound and 4 outbound routes
- iv. Up to 4 Time of Day Routing schedules
- v. Up to 5 IVRs
- vi. Up to 300 extensions
- vii. Up to 2 Endpoint Manager Templates of up to 3 phone models each.

PBX 400/500 Includes the following (W/B 600 minutes included)

- i. Initial phone consultation (up to 90 minutes) to discuss your setup and call flow.
- ii. 3 SIP trunks or Analog/Digital Card
- iii. Up to 150 Inbound and 4 outbound routes
- iv. Up to 5 Time of Day Routing schedules
- v. Up to 7 IVRs
- vi. Up to 500 extensions
- vii. Up to 7 Endpoint Manager Templates of up to 6 phone models each.

PBX 1000 Includes the following (W/B 720 minutes included)

- i. Initial phone consultation (up to 120 minutes) to discuss your setup and call flow.
- ii. 4 SIP trunks or Analog/Digital Card
- iii. Up to 300 Inbound and 10 outbound routes
- iv. Up to 10 Time of Day Routing schedules
- v. Up to 10 IVRs
- vi. Up to 1000 extensions
- vii. Up to 10 Endpoint Manager Templates of up to 7 phone models

PBX 5000 Includes the following (W/B 900 minutes included)

- i. Initial phone consultation (up to 120 minutes) to discuss your setup and call flow.
- ii. 5 SIP trunks or Analog/Digital Card
- iii. Up to 500 Inbound and 12 outbound routes
- iv. Up to 10 Time of Day Routing schedules
- v. Up to 10 IVRs
- vi. Up to 5000 extensions
- vii. Up to 15 Endpoint Manager Templates of up to 8 phone models

3. Goals

- i. This support contract has the purpose of helping you get your new Phone System up and configured to let you start making inbound and outbound calls.
- ii. It would be impossible for us to include every option and setting you would want setup on a PBX for a flat fee service so the intentions here are to get this setup based on what normal users want and to include a block of time as defined below for custom changes you want made.
- iii. Please review all Included and Excluded options and Customer Obligations before purchasing this support contract.
- iv. Unless explicitly defined in this agreement no other actions or items are included with this support contact.

4. Requirements

- i. Must be a FreePBX Distro or PBXact phone system
- ii. All Endpoints you want configured must be classified as “Tested-Supported” at <http://wiki.freepbx.org/display/FCM/EPM-Supported+Devices>
- iii. Must provide direct SSH access to the support engineer
- iv. Commercial EPM and System Admin Pro modules purchased for deployment.

5. NON Included Setup and Options

- i. Network Setup or configuration
 1. Switches
 2. VLANs
 3. Routers
 4. Firewalls

6. Customer Obligation

- i. Provide completed worksheet of extensions, DIDs and trunk settings.
- ii. Configure the phones to look to the PBX for configuration files.
 1. This can be done on each phone by following the phone guides here <http://wiki.freepbx.org/display/FCM/EPM-Supported+Devices>
 2. You can also setup your network with DHCP option 66 for phones that support this which will tell your phones how to reach the PBX for configurations on a reboot. Please note we can not assist with the setting up of your network for this

option.

7. Time Line and Scope of Work

- i. Portal account prior to Sangoma or at time of purchase. Once purchased customer will be will then open a special Support Ticket by emailing upandrinning@sangoma.com
 1. Include the Invoice Number for your order in the email.
- ii. Once received and accepted customer will be emailed a link to a worksheet that must be filled out prior to the scheduling an implementation date. In addition to the work sheet being filled out the customer must insure the access information for the deployment in the portal is correct and has been tested.
- iii. Once the worksheet has been reviewed a call will be setup to go over your call flow and design as defined above.
- iv. The support engineer will then update the ticket and set the implementation date within 3 business days between 9am and 5pm central time of the initial setup call.
- v. Upon review of the worksheet an engineer may contact you about certain aspects of your infrastructure. Typically these are environmental or hardware related and recognized as being less *than optimal* for the FreePBX environment. You will have the option to either correct these items or can elect to continue the process with the understanding that if a roadblock is encountered attributable to the item, that the engineer will not be able to assist with the resolution of that issue.

8. CONFIDENTIALITY

- i. "Confidential Information" means the Sangoma, Proprietary Data, the terms and conditions of this Agreement, and any financial, statistical, business, technical, copyrightable, and/or confidential or proprietary information relating to each other's business which is submitted by either Sangoma or Customer in order to perform under this Agreement and which is not generally known or available publicly.
- ii. Any prior obligations or agreements with respect to Confidential Information shall continue and shall supplement the terms of this Agreement. These confidentiality obligations, as well as any additional obligations in this Agreement, shall survive the termination of this Agreement.
- iii. Except as otherwise provided herein, each party agrees that it shall not use or disclose to any third party any Confidential Information of the other party. Each party shall instruct its personnel to keep such information confidential by using the same care and discretion that it uses for its own Confidential Information, but no less than reasonable care. Each party may disclose Confidential Information to its third party consultants or service providers, on a need-to-

know basis, who have been specifically retained to perform services in connection with this Agreement, provided that all such third parties are informed and agree to be bound by confidentiality terms consistent with this Agreement.

- iv. The obligations set forth in this Confidentiality Section shall not apply to any information which (a) is published or otherwise becomes available to the general public through no fault of the receiving party; (b) has been obtained by the receiving party from another party that the receiving party reasonably believed had the right to disclose it; (c) was in the receiving party's possession without proprietary restrictions prior to the date of disclosure; (d) the receiving party establishes was developed without reference to the Confidential Information; or (e) is required to be disclosed pursuant to applicable law, provided that the receiving party shall, if feasible, give to the disclosing party prior notice of such proposed disclosure and a reasonable opportunity to contest such disclosure. For purposes of this Section, the "disclosing party" means the party that owns or possesses the Confidential Information and the "receiving party" means the party to which the Confidential Information is disclosed.
- v. Each party acknowledges that monetary damages may not be a sufficient remedy or protection for the aggrieved party in the event of a breach of these confidentiality obligations, and the aggrieved party shall be entitled to injunctive or other equitable relief as may be deemed proper or necessary by a court of competent jurisdiction.

9. WARRANTIES; REMEDIES; DISCLAIMERS; LIMITATION OF LIABILITY

- i. OTHER THAN AS PROVIDED IN THIS AGREEMENT, SANGOMA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, CUSTOM, USAGE, OR TRADE PRACTICE. SANGOMA DOES NOT WARRANT THAT THE SYSTEMS, PRODUCTS OR DEMONSTRATION KITS WILL BE BUG FREE OR MEET CUSTOMERS OR END USERS' REQUIREMENTS OR THAT THE SYSTEMS, PRODUCTS OR DEMONSTRATION KITS WILL OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED OR AUTHORIZED IN WRITING BY SANGOMA.
- ii. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL

DAMAGES OR LOSS ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, COST OF COVER, LOSS OF OR DAMAGE TO DATA, LOSS OF GOOD WILL, WORK STOPPAGE OR COMPUTER FAILURE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR IN EQUITY. NEITHER PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY FOR BREACH OF THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID FOR THE PRODUCTS. THE FOREGOING SHALL NOT BE CONSTRUED TO LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

10. INDEMNIFICATION

- i. Customer shall indemnify, defend and hold harmless Sangoma from and against any third party claims, demands, liabilities, losses, damages, attorneys' fees, costs and expenses, arising from or associated with (a) any material breach by Customer of this Agreement or any End User Agreement; (b) the negligent or willful acts or omissions of Customer under this Agreement or any End User Agreement; or (c) the performance or use of Customer's products or services. To receive the foregoing indemnity, Sangoma must notify Customer in writing within a commercially reasonable time of a claim or suit and provide reasonable cooperation (at Customer's expense) and full authority to defend or settle the claim or suit, provided that any settlement does not obligate Sangoma to pay any money or have a material adverse effect on Sangoma, without Sangoma's prior written consent.

11. MISCELLANEOUS

- i. **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 CUSTOMER THAT ARE NOT CONTAINED HEREIN. This Agreement may be modified only in writing by mutual agreement.
- ii. **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.

- iii. 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.
- iv. Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned or otherwise transferred in whole or in part by Customer, and any such attempted assignment shall be void and of no effect without the prior written consent of Sangoma. This Agreement shall inure to the benefit of Sangoma and its corporate successors or the purchaser of substantially all of its assets.
- v. Force Majeure.** Neither party will be liable to the other for delays in performing or failure to perform its obligations hereunder (other than payment of monetary obligations) to the extent that such delay or failure results from a cause beyond its control, including, without limitation, strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulation, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.
- vi. 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.
- vii. Export.** Customer shall comply with all laws and regulations of the United States governing the use, access or export of the Products. Without limitation, the Products and/or Demonstration Kits 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.