

LEGAL • PUBLIC

FreeSWITCH Advantage Agreement

LAST UPDATED DATE

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DOCUMENT ID

SW-110623

This FreeSWITCH Advantage Agreement (including any Exhibits, Order Forms, and Statements of Work, as amended and in effect from time to time, the “**Agreement**”), is between SignalWire, Inc. (“**SignalWire**” or “**we**”) and the entity identified as placing the order in the applicable Order Form (“**Order Form**”) (“**Customer**” or “**you**”) and is effective as of the effective date set forth (or if none, then the date of last signature) in the applicable Order Form (“**Effective Date**”). By executing an Order Form that incorporates this Agreement by reference, SignalWire and Customer agree to the terms of this Agreement. In the event of any conflict between the terms of this Agreement and those of the applicable Order Form, the terms of this Agreement shall control, unless the Order Form expressly overrules any terms of this Agreement, in which case the exception applies to only that Order Form and only to the overruled terms. SignalWire and Customer agree as follows:

SignalWire may change or modify the terms of this Agreement, and any other policies or agreements posted to the SignalWire Website (as defined in Section 1 below), from time to time without notice. Such changes or modifications shall be effective immediately upon posting to the SignalWire Website. Customer acknowledges and agrees that it is Customer’s responsibility to review any updates to this Agreement and to be aware of any modifications. Customer’s use of the SignalWire Services (as defined in Section 1 below) after such changes or modifications shall constitute Customer’s acceptance of this Agreement as of the last revised date above. If Customer does not agree to be bound by the terms of this Agreement as of the last revised date, Customer may not use or continue to use the SignalWire Services.

- 1. DEFINITIONS.** Certain capitalized terms used herein are set forth below. Other terms shall have the respective meanings set forth elsewhere in this Agreement, the applicable Order Form, Statement of Work, the Exhibits or in the Mozilla License (defined below).

“**Documentation**” means any user guide, help information and other documentation and information regarding the SignalWire Software that is delivered by SignalWire to Customer in electronic or other form, if any, including any updates provided by SignalWire from time to time.

“Enhancement” means any modification or addition that, when made or added to the SignalWire Licensed Services, materially changes its utility, efficiency, functional capability, or application, but does not constitute solely an Error Correction. SignalWire may designate enhancements as minor or major, depending on SignalWire’s assessment of such enhancements value or the functionality added to the preexisting SignalWire Licensed Services.

“Error” means any catastrophic failure of the SignalWire Licensed Services to conform in all material respects to the Documentation published from time to time by SignalWire.

“Error Correction” means either a software modification or addition that, when made or added to the SignalWire Licensed Services, established material conformity of the SignalWire Licensed Services to the Documentation, or a procedure or routine that, when observed in the regular operation of the SignalWire Licensed Services, eliminates the practical adverse effect of such nonconformity.

“Fees” means the then-current license and services fees as set forth on the applicable Order Form(s), Statement(s) of Work and any other fees set forth on www.signalwire.com/pricing.

“Normal Working Hours” means the hours between 8:00 AM and 8:00 PM EST on Monday through Friday, excluding regularly scheduled holidays of SignalWire.

“Platform” means all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, know-how, trade secrets and other technologies, implementations and information that are used by SignalWire in providing the SignalWire Licensed Services.

“Releases” means new versions of the SignalWire Licensed Services, which new versions may include Error Corrections and/or Enhancements.

“SignalWire API” means the SignalWire application programming interface, scripts, widgets, embeddable snippets and other tools that allow Customer to integrate with SignalWire’s system.

“SignalWire Licensed Services” means, collectively, the SignalWire FreeSWITCH Advantage Software and Documentation.

“SignalWire Open-Source Software” means the SignalWire Software specified as “open-source software” in the Order Form and provided to Customer from time to time. The SignalWire Open-Source Software includes any Releases, Enhancements or Error Corrections to the SignalWire Open-Source Software that are developed or otherwise made available to Customer.

“SignalWire Proprietary Software” means the SignalWire Software specified as “proprietary software” in the Order Form and provided to Customer from time to time. The SignalWire Proprietary Software includes any Releases, Enhancements or Error Corrections to the SignalWire Proprietary Software that are developed or otherwise made available to Customer.

“SignalWire Services” means, collectively, the SignalWire Licensed Services and the SignalWire Support Services.

“SignalWire Software” means SignalWire FreeSWITCH Advantage, which consists of SignalWire Open-Source Software and/or the SignalWire Proprietary Software.

“SignalWire Website” means the website located at <https://www.signalwire.com/>.

“Term” means the Initial Term and any Renewal Term, as applicable.

2. **GENERAL.** This Agreement will be implemented through one or more written Order Forms and/or Statements of Work. Any change to the terms of this Agreement within an Order Form and/or Statement of Work will apply only to the SignalWire Services described therein.

3. SIGNALWIRE LICENSED SERVICES.

3.1. License Grant

- 3.1.1. A license to the SignalWire Open-Source Software is granted pursuant to the Mozilla Public License v. 1.1 located at <https://www.mozilla.org/en-US/MPL/1.1/> and attached hereto as Exhibit B (“**Mozilla License**”). The terms and conditions of the Mozilla License are incorporated herein with respect to the SignalWire Open-Source Software and the Platform. In the event of a conflict between the terms and conditions of this Agreement and the Mozilla License, this Agreement shall control.
- 3.1.2. Subject to all the terms and conditions of this Agreement, SignalWire hereby grants Customer a limited, non-exclusive, worldwide license, without the right to sublicense, during the Term, to access, install and use the SignalWire Proprietary Software in connection with Customer’s business and operations and on behalf of Customer’s customers.
- 3.2. Except for the licenses explicitly granted in this Agreement and the Mozilla License, all right, title and interests in and to the intellectual property and proprietary rights of whatever nature in the SignalWire Licensed Services, including derivative works, are and shall remain the exclusive property of SignalWire and/or its licensors, and nothing in this Agreement should be construed as transferring any aspects of such rights to Customer or any third party. SignalWire and its licensors reserve any and all rights not expressly granted in this Agreement. SignalWire and FreeSWITCH are trademarks of SignalWire, Inc., and shall not be used by Customer without SignalWire’s express authorization.
- 3.3. Except as expressly permitted in this Agreement, Customer shall not directly or indirectly: (a) use any of SignalWire’s confidential information (as described in Section 8.1 below) to create any service, software, documentation or data that is similar to any aspect of the SignalWire Licensed Services; (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the SignalWire Proprietary Software, or the underlying ideas, algorithms or trade secrets therein; (c) encumber, sublicense, transfer, rent, lease, time-share or use the Documentation or SignalWire Proprietary Software in any service bureau arrangement or otherwise for the benefit of any third party, except where Customer has been expressly authorized by SignalWire to deploy and offer to its own customers the SignalWire Licensed Services on a managed service provider basis; (d) copy, distribute, manufacture, adapt, create

derivative works of, translate, localize, port or otherwise modify any aspect of the Documentation or SignalWire Proprietary Software; (e) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; (f) use or attempt to use the SignalWire Licensed Services to (i) send harassing messages, (ii) knowingly call numbers that have been listed on any municipality's or federal "Do Not Call" registry, (iii) access or allow access to emergency services, such as 911-types of communication, except as set forth in Section 3.3, (iv) engage in fraud or phishing of sensitive data, or (v) misrepresent Customer's identity; or (g) permit any third party to engage in any of the foregoing proscribed acts.

- 3.4. SignalWire will not be responsible or liable for any failure in the SignalWire Licensed Services resulting from or attributable to (a) failures in any telecommunications, network or other service or equipment that are not within SignalWire's reasonable control, (b) Customer's products, services, negligence, acts or omissions, (c) any force majeure or other cause beyond SignalWire's reasonable control, (d) scheduled maintenance or (e) unauthorized access, breach of firewalls or other hacking by third parties, except to the extent such access, breach or hacking is caused by SignalWire's negligence or willful misconduct. In the event of a breach of SignalWire's systems, which leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed by SignalWire, SignalWire shall, without undue delay, inform Customer of such breach.
- 3.5. If indicated in the applicable Order Form, SignalWire hereby grants Customer a license to the SignalWire APIs solely in connection with Customer's use of the SignalWire Services in accordance with terms and conditions of the API Terms of Service. Customer must accept the API Terms of Service before using the SignalWire APIs.

4. SIGNALWIRE SUPPORT SERVICES

- 4.1. Subject to all terms and conditions of this Agreement, SignalWire will provide to Customer the SignalWire FreeSWITCH Advantage support services specified in the applicable Order Form and summarized in Exhibit A (the "**SignalWire Support Services**") during the Term, as follows:
- 4.1.1. SignalWire recognizes that it is Customer's business prerogative to not upgrade to a new Release of the SignalWire Licensed Services as soon as such Release becomes available; however, SignalWire shall only provide development support (including Error Correction services) for the most recent unmodified Release of any SignalWire Licensed Services. The foregoing restriction shall apply even if Customer elects to install a Release other than the then-currently shipping version. In the event that Customer does not have the most recent Release of any such SignalWire Licensed Services, Customer shall be given a ten (10) day grace period to allow time to acquire the latest Release.
- 4.1.2. SignalWire, in its sole discretion, shall determine the amount of time it will need to spend to attempt to resolve any Errors.
- 4.1.3. SignalWire shall provide SignalWire Support Services by telephone, video conference,

Slack, or any other electronic means during Normal Working Hours.

- 4.2. SignalWire shall use commercially reasonable efforts to provide SignalWire Support Services as set forth in Exhibit A, as applicable. Notwithstanding the foregoing, Customer acknowledges that the time needed to resolve any Errors is unknown.

4.3. LIMITATIONS.

- 4.3.1. Errors SignalWire has the sole right to determine, in its discretion: (a) what constitutes an Error; and (b) when an Error is deemed to be resolved.
- 4.3.2. Response Time and Resolution SignalWire will use commercially reasonable efforts to: (a) respond within the estimated response time provided in the applicable Order Form (for the SignalWire Software); and (b) resolve identified Error; provided, however, that it does not guarantee that it will be able to respond within that specific time period or that any Error will be resolved.
- 4.3.3. Effect of Customer Failure or Delay SignalWire is not responsible or liable for any delay or failure of performance caused in whole or in part by any delay or failure to perform any of Customer's obligations under this Agreement or any corresponding agreements entered into between Customer and SignalWire.
- 4.4. Exceptions SignalWire has no obligation to provide SignalWire Support Services relating to Errors that, in whole or in part, arise out of or result from any of the following:
- 4.4.1. programs that are modified or damaged by or on behalf of Customer or any third party;
 - 4.4.2. any negligence, abuse, misapplication, or misuse of the SignalWire Licensed Services other than by SignalWire's personnel;
 - 4.4.3. any use of the SignalWire Licensed Services by or on behalf of Customer other than as directed by SignalWire;
 - 4.4.4. any failure by Customer to properly install any Releases that SignalWire has previously made available to Customer;
 - 4.4.5. any relocation, installation, or integration of the SignalWire Licensed Services other than by SignalWire's personnel;
 - 4.4.6. any breach of or noncompliance with any provision of this Agreement or any related agreements entered into between the parties that relates directly to the SignalWire Licensed Services;
 - 4.4.7. any force majeure event as further specified in Section 11.8; or
 - 4.4.8. any nonconformity resulting from misuse or improper use of such SignalWire Licensed Services or combining or merging such SignalWire Licensed Services with any hardware or software not authorized to be so combined or merged by the SignalWire.

5. CUSTOMER OBLIGATIONS

- 5.1. Notification. Customer shall promptly notify SignalWire of any Error and provide SignalWire with reasonable detail of the nature and circumstances of the Error. Notification shall be made via email to support@signalwire.com.
- 5.2. Compliance. Customer shall comply with all terms and conditions of this Agreement with respect to the SignalWire Support Services and any other agreements entered into between the parties that relates directly to the SignalWire Licensed Services.
- 5.3. Environment. Customer shall set up, maintain, and operate in good repair and in accordance with SignalWire's directions all environmental conditions and components, including all networks, systems, and hardware, in or through which the Customer accesses or uses any of the SignalWire Licensed Services.
- 5.4. Access. In connection with the performance of the SignalWire Support Services, Customer shall provide SignalWire's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable SignalWire to perform its obligations (including the provision of the SignalWire Support Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement, including:
- 5.4.1. reasonable, uninterrupted access, both physical and virtual, to the SignalWire Licensed Services and Customer's premises, systems, networks, and facilities;
 - 5.4.2. a safe working environment;
 - 5.4.3. reasonable access to the appropriate Customer personnel, including network, systems, operations, and applications personnel; and
 - 5.4.4. all necessary authorizations and consents, whether from third parties or otherwise, in connection with any of the foregoing.
- 5.5. Feedback. All Customer (a) suggestions for correction, change or modification to the SignalWire Support Services, (b) evaluations, (c) benchmark tests, and (d) other feedback, information and reports provided to SignalWire hereunder (collectively, "**Feedback**"), will be the property of SignalWire and Customer shall and hereby does assign any rights in such Feedback to SignalWire. Customer agrees to assist SignalWire, at SignalWire's expense, in obtaining intellectual property protection for such Feedback, as SignalWire may reasonably request.

6. PAYMENTS AND TAXES

- 6.1. Customer must pay the Fees according to the terms of SignalWire's invoice. Payment shall be made without any right of set-off or deduction. Fees and charges for any new SignalWire Services or new feature of SignalWire Services will be effective when we notify Customer in writing, unless expressly stated otherwise in a notice. SignalWire may increase or add new fees and charges for any existing SignalWire Services Customer is using at any time. All payments made pursuant to this Agreement shall be made in the quoted currency and are nonrefundable.
- 6.2. Any amount not paid when required to be paid under this Agreement shall accrue interest at the

rate of one and one-half percent (1.5%) per month on the remaining amount required to be paid, or at the highest amount permitted by applicable law (if lower), such interest to accrue on a daily basis from the payable date until the remaining amount is paid. Customer shall reimburse SignalWire for all costs incurred by SignalWire in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs, and collection agency fees. SignalWire shall have the right, in its sole discretion to suspend performance of the SignalWire Support Services until all past due amounts, including interest, have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension.

- 6.3. All fees are exclusive of applicable local, state, federal and international sales, value added, withholding and other taxes and duties of any kind. Customer shall be responsible for payment of such taxes, withholdings and duties of any kind, provided however that SignalWire shall be responsible for payment of taxes levied or imposed based upon SignalWire's net income. Without limitation, Customer will be responsible for all applicable sales taxes unless it first claims a sales tax exemption by providing SignalWire with an exemption certificate acceptable to the applicable authorities.

7. TERM AND TERMINATION

- 7.1. This Agreement shall commence on the start date contained in an applicable Order Form and/or Statement of Work and continue for twelve (12) months thereafter ("**Initial Term**"), unless terminated earlier as set forth below. Thereafter, this Agreement shall renew for successive twelve (12) month periods (each, a "**Renewal Term**"), unless either party gives at least sixty (60) days' notice of non-renewal prior to the expiration of the Initial Term or the then-applicable Renewal Term.
- 7.2. Either party may terminate this Agreement immediately in the event the other party commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receipt of notice of material breach. Any pre-paid fees corresponding to the period after the termination date shall be refunded to Customer within thirty (30) days of the date of termination, solely in the event of a termination by Customer pursuant to this Section 7.2.
- 7.3. SignalWire may terminate this Agreement upon written notice to Customer (a) in the event of Customer's (i) unauthorized use of the SignalWire Support Services (including a breach of the Mozilla License), (ii) failure to make timely payment to SignalWire, or (iii) violation of Section 8, or (b) should the SignalWire Licensed Services become, or in SignalWire's reasonable opinion is likely to become, the subject of a claim of intellectual property infringement or trade secret misappropriation.
- 7.4. Sections 1, 3.2, 3.3, 3.4, 5.5, 6, 7.5, 8, 9, 10, and 11 of this Agreement shall survive the termination of this Agreement for any reason.

8. **CONFIDENTIALITY.** SignalWire intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA"). By using the SignalWire Services, Customer hereby agrees and consents to SignalWire's right to monitor and otherwise disclose the nature and content of Customer's communications if and as required by CALEA without any further notice to Customer. Any lawful intercept requests must be forwarded to support@signalwire.com.

- 8.1. SignalWire and Customer will retain in confidence all information and know-how transmitted by the other party to it that is clearly designated as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought reasonably to be treated as proprietary and/or confidential, and will make no use of such information and know-how except to further the purposes set forth in this Agreement.
- 8.2. Notwithstanding Section 8.1, SignalWire and Customer shall not have an obligation to maintain the confidentiality of information that (a) is now or subsequently becomes generally known or available by publication, commercial use or otherwise through no fault of the recipient; (b) is known by the recipient at the time of disclosure and is not subject to restriction; (c) is independently developed by the recipient without use of the discloser's confidential information; or (d) is lawfully obtained from a third-party who has the right to make such disclosure. Further, the recipient may disclose confidential information as required by government or judicial order, provided the recipient gives the disclosing party written notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. The terms of Section 8.1 shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's confidential information.
9. **DISCLAIMER.** EXCEPT AS SET FORTH IN THIS AGREEMENT, THE SIGNALWIRE SERVICES ARE PROVIDED TO CUSTOMER "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES CONCERNING THE INSTALLATION, USE OR PERFORMANCE OF THE SIGNALWIRE SERVICES. SIGNALWIRE AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. SIGNALWIRE AND ITS SUPPLIERS DO NOT WARRANT THAT THE SIGNALWIRE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED.

10. LIMITATION OF LIABILITY

- 10.1. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) ANY LOST PROFIT, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2. EXCEPT IN CONNECTION WITH (A) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) BODILY INJURY, DEATH OR TANGIBLE PERSONAL PROPERTY DAMAGE, OR (C) INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION OBLIGATIONS, THE AGGREGATE LIABILITY OF EITHER PARTY FOR ANY REASON AND UPON ANY CAUSE(S) OF ACTION UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID TO SIGNALWIRE DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE CAUSE OF ACTION AROSE.

11. MISCELLANEOUS

- 11.1. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.
- 11.2. Assignment. Customer may not assign this Agreement or its rights or obligations under this Agreement to any person or party, whether by operation of law or otherwise, without SignalWire's prior consent (at SignalWire's sole discretion). Any attempt by Customer to assign this Agreement without SignalWire's prior consent, where such consent is required, shall be null and void. Subject to the foregoing conditions, this Agreement shall be binding upon and inure to

the benefit of each party and its respective successors and assigns. There are no intended third-party beneficiaries of this Agreement.

- 11.3. No Waiver: Limitations. Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy. To the extent permitted by applicable law, no action, regardless of form, arising out of this Agreement may be brought by Customer more than one (1) year after the cause of action has accrued.
- 11.4. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to the conflict of laws provisions thereof. In no event shall either the United Nations Convention on Contracts for the International Sale of Goods or any adopted version of the Uniform Computer Information Transactions Act apply to, or govern, this Agreement. In the event either party initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in Santa Clara County, California. The prevailing party in any action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs.
- 11.5. Notices. Unless otherwise agreed to by the parties, any notice, authorization, or consent ("Notice") required or permitted to be given or delivered under this Agreement shall be in writing and addressed and delivered to SignalWire at the address specified on the SignalWire Website or to Customer at the contact information provided in the Order Form. Notice shall be deemed to have been received by a party, and shall be effective: (a) on the fifth business day after which such Notice is deposited prepaid in the local postal system; (b) on the day received, if sent with a reputable, expedited overnight or international courier or hand delivered or (c) one business day after being sent electronically with a confirmed delivery receipt. Either party may change its address for receipt of Notice purposes upon issuance of Notice thereof in accordance with this Section.
- 11.6. Export Law Assurances. Customer acknowledges that the SignalWire Services may be subject to export and import control laws, and agrees to comply fully with those laws in connection with the SignalWire Services. Customer agrees that the SignalWire Services are not being, and will not be, acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor will it be used for: nuclear activities, chemical or biological weapons, or missile projects unless authorized by the U.S. government. Customer hereby certifies that it is not prohibited by the U.S. government from participating in export or re-export transactions.
- 11.7. U.S. Government Restricted Rights. If the SignalWire Services are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense ("DOD") acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the government's rights, including its rights to use, modify, reproduce, release, perform, display or disclose software or any documentation, will be subject in all respects to the license rights and restrictions provided in this Agreement.
- 11.8. Force Majeure. Except for performance of a payment obligation, neither party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of the unavailability of communications facilities or energy sources, acts of God, acts of the other party, acts of governmental authority, fires, strikes, delays in transportation, riots, terrorism, war, an outbreak of infectious disease, epidemic or pandemic, or any causes beyond the reasonable control of that party.
- 11.9. Publicity and Endorsement. During the Term of this Agreement, SignalWire may issue a press release in which SignalWire announces that Customer is using the SignalWire Services. Customer, at its discretion, may also issue a press release about the mutually agreed content. Neither party shall release its press release without first providing such press release to the

other party for its review and approval, which approval shall not be unreasonably withheld or delayed. Customer hereby consents to inclusion of its name and logo in client lists and marketing materials that may be published as part of SignalWire's marketing and promotional efforts.

- 11.10. Entire Agreement. This Agreement together with all applicable Order Forms, Statements of Work and the Exhibits comprise the entire agreement between the parties regarding the subject matter hereof and supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. SignalWire reserves the right to amend or modify this Agreement at any time and in any manner by providing reasonable notice to Customer. Customer agrees that such reasonable notice may be provided by posting on the SignalWire Website; Customer's start, registration, or download pages; email; or other written notice. Except as otherwise set forth herein, this Agreement may be amended or modified only in a writing executed by both parties. SignalWire's acceptance of any document submitted by Customer to SignalWire shall not be construed as an acceptance of provisions which are in any way in conflict or inconsistent with, or in addition to, this Agreement, unless such terms are separately and specifically accepted in writing by an authorized representative of SignalWire.

12. REGULATORY RESPONSIBILITIES

SignalWire represents and warrants that to the extent applicable, at the time of delivery, the SignalWire Services delivered hereunder shall be "CALEA Compliant", meaning that they will comply with the provisions of Pub L. 103-414, Title 1, October 25, 1994, 108 Stat 4279 (Communications Assistance for Law Enforcement Act) as it may be amended from time to time as well as any regulations or industry standards implementing the provisions of the law.

EXHIBIT A
SignalWire FreeSWITCH Advantage Support Plan

Introduction

Customer's SignalWire FreeSWITCH Advantage Support Plan ("Plan") is subject to the terms and conditions of the Agreement. Capitalized terms used herein but not otherwise defined will have the meanings specified in the Agreement. SignalWire reserves the right to change the terms of this Plan in accordance with the Agreement. Customers will be notified via their registered email address about any change in terms.

A. TECHNICAL SUPPORT

- a. SignalWire shall use commercially reasonable efforts to correct all Errors reported by Customer via support ticket and confirmed by SignalWire.
- b. SignalWire shall, depending on the specific Plan level designated in the applicable Order Form, each of which levels carries a different annual fee, furnish the following types of support for FreeSWITCH Advantage set forth in the table immediately below. Customer's Plan-specific rights, benefits, restrictions, and limitations shall be set forth in the applicable Order Form.

Support Plan Variable or Feature	Further Information (where applicable)
Maximum number of servers/cores on which FreeSWITCH Advantage may be installed	As set forth in the applicable Order Form
Number of included FreeSWITCH Advantage software releases per year	As set forth in the applicable Order Form
Number of support tickets permitted per year	As set forth in the applicable Order Form
Response time per support ticket	As set forth in the applicable Order Form
Targeted resolution time per support ticket	SignalWire's support team will create a fix/patch to resolve ticket (within reason)
Must bring carrier traffic	Where SignalWire supports localized traffic
Real-time security notifications	Once SignalWire identifies a security threat and addresses it in the SignalWire Software
Access to FreeSWITCH Advantage custom development	SignalWire may, at its discretion and only for certain Plans, accept custom development projects requested by Customer

- c. If Customer requests a software engineer at Customer's site(s), use of such engineer shall be subject to a daily fee as set forth in the Order Form and/or Statement of Work. Any travel costs and related expenses shall be subject to Customer's prior written approval.

B. ESCALATION PROCESS

If (a) an Error, defect, non-conformity or technical support issue has been reported to SignalWire, (b) such Error, defect, non-conformity or technical support substantially affects Customer's use of the SignalWire Services, and (c) SignalWire has not yet provided a patch or bypass around such Error, defect, non-conformity or technical support issue, Customer may initiate the escalation process by contacting the next higher management level within SignalWire's organization, as described to Customer during the "kick-off" meeting. SignalWire will work with Customer's designated contact and management to bring a satisfactory solution to the situation. If an action plan cannot be agreed to, or if the action plan fails to provide a satisfactory solution within the time frame defined in the action plan, the problem will be escalated to SignalWire's highest management level.

EXHIBIT B
Mozilla Public License Version 1.1

1. Definitions

- 1.0.1. "Commercial Use" means distribution or otherwise making the Covered Code available to a third party.
- 1.1. "Contributor" means each entity that creates or contributes to the creation of Modifications.
- 1.2. "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.
- 1.3. "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.
- 1.4. "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.
- 1.5. "Executable" means Covered Code in any form other than Source Code.
- 1.6. "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by Appendix A.
- 1.7. "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.
- 1.8. "License" means this document.
 - 1.8.1. "Licensable" means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.
- 1.9. "Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:
 - 1.9.1. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.
 - 1.9.2. Any new file that contains any part of the Original Code or previous Modifications.
- 1.10. "Original Code" means Source Code of computer software code which is described in the Source Code notice required by Appendix A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.
 - 1.10.1. "Patent Claims" means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.
- 1.11. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

- 1.12. "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. Source Code License

2.1. The Initial Developer Grant

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third-party intellectual property claims:

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