

Partner Appointment Letter Distributor Referral

THIS APPOINTMENT is made as of 01/14/2011 by Sangoma Technologies, Inc. ("Sangoma"), a corporation formed under the laws of the province of Ontario, and located at 50 McIntosh Drive, Suite 120, Markham, Ontario, L3R 9T3 to Sanmarks Sp. z o.o. (the "RESELLER"), a corporation formed under the laws of Poland, and located at Slowackiego 36, Lubaczow.

1. Sangoma hereby grants to the RESELLER partner a provisional, non-exclusive, non-transferable right and licence to resell and license Sangoma products to end users, whether on a stand-alone basis or as an integrated component of the RESELLER's product, and to advertise and represent itself as an authorized RESELLER of Sangoma, and to use and reproduce the Sangoma Marks solely in connection with marketing Sangoma hardware and software.
2. RESELLER shall acquire within fifteen (15) days from the above date at least one (1) unit of any Sangoma product for evaluation purposes. Upon completion of this purchase from your authorized distributor, Halo Kwadrat Sp. z o.o., Sangoma will at its discretion, upgrade the RESELLER to full partner status.
3. Following this initial purchase, the RESELLER shall promote the Empowered by Sangoma logo in an appropriate place at the RESELLER's website with a hyperlink connection to the Sangoma URL site. The RESELLER in turn will continue to be identified as a RESELLER OR SOLUTIONS PARTNER on Sangoma's site with a corresponding hyperlink connection.
4. The prices payable by the partner shall be based on Sangoma's current price list. The partner acknowledges that Sangoma shall have the right, exercisable from time to time in Sangoma's sole discretion, to change the price list upon thirty (30) days written notice. New prices will apply immediately to all shipments made after such notice period and immediately to all orders placed through the Sangoma Partner Area's online ordering system, when available.
5. The RESELLER shall designate an employee in marketing or support to act as Sangoma's main contact. Upon request of Sangoma or its Authorized Distributor, these employees shall attend all training sessions regarding sales, marketing, technical or legal compliance training provided by Sangoma.
6. The RESELLER shall not do (or permit any third party to do) reverse engineering of the Sangoma products or otherwise attempt to learn the circuit, logic, or system design, source code, structure, algorithms or ideas underlying the products. RESELLER shall not do (or authorize any third party to do) any act which would or might invalidate or be inconsistent with any Intellectual Property Right of Sangoma and shall assist Sangoma in maintaining the validity and enforceability of the Intellectual Property Rights of Sangoma.
7. RESELLER shall comply with all laws, regulations and other legal requirements that apply to this Agreement.
8. RESELLER agrees to keep confidential and not disclose or use except in performance of its, confidential or proprietary information related to Sangoma's technology or business that RESELLER learns and received from Sangoma.
9. This Appointment shall commence on the effective date above and shall remain in full force for a term of one (1) year. This appointment may only be extended upon receipt of notice from Sangoma. This agreement may be terminated by either party (a) upon thirty (30) days written notice to the other party, (b) immediately if the other party breaches any material term or condition of this agreement and fails to remedy the breach within thirty (30) days' written notice from the non-breaching party, (c) immediately upon written notice if the other party has a petition filed by or against it under any bankruptcy or insolvency laws, or (d) immediately upon written notice if the other party ceases to function as a going concern or to conduct operations in the normal course of business.


Upon termination of this Appointment for any reason, all outstanding unpaid invoices rendered by Sangoma shall become immediately payable by the RESELLER and the right to use Sangoma marks and logos shall terminate immediately.

This Appointment is hereby signed and certified to be true and correct by:

Authorized by:

SANGOMA TECHNOLOGIES, INC.

HALO KWADRAT SP. Z O.O.



Doug Vilim, VP Sales

Referring Authorized Sangoma Distributor