

# Vonage Business Communications Global Terms of Service Agreement

Effective Date: October 5, 2020

THESE ONLINE TERMS OF SERVICE ("Service Terms" or "Terms of Service"), including the Sales Order(s), which by this reference are incorporated herein ("Agreement"), govern Customer's use of the Services provided by Vonage and its Affiliates (individually or collectively "Vonage"), and constitutes a binding agreement between Vonage and the Customer legal entity identified in a Sales Order ("Customer"). Vonage and Customer may be individually referred to as a "Party" or collectively as the "Parties".

The Vonage Affiliate providing Services under a Sales Order shall be as set forth in Schedule 2 (based on Customer's domicile), unless otherwise set forth in a Sales Order, and all references to "Vonage" shall be deemed to refer to such Vonage Affiliate. Vonage may update the applicable Vonage Affiliate (within domicile) by providing reasonable written notice in accordance with this Agreement.

Country-specific terms and conditions are set forth in Schedule 3 and shall apply to Customers domiciled in those countries.

Vonage provides services and equipment intended solely for business use, pursuant to the terms and conditions set forth in this Agreement, and on the condition that customer Accepts a Sales Order and complies with this Agreement. By Accepting a Sales Order, Customer (a) accepts this Agreement and agrees that Customer is legally bound by its terms; and (b) represents and warrants that it has the right, power, and authority to enter into this Agreement on behalf of the corporation, governmental organization, or other legal entity, and to bind such organization to these Service Terms. If Customer does not agree to the terms of this Agreement, Customer may not download, install, or use the Services or Vonage Equipment.

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## -1. DEFINITIONS

Capitalized terms used but not otherwise defined in this Agreement will have the meaning ascribed to such terms in Schedule 1 and/or in the Sales Order.

## 2. SUBSCRIPTION SERVICES; SALES ORDERS

### A. Subscription Services

**a.** Pursuant to the terms of this Agreement, Vonage shall provide to Customer: (i) telephony, conferencing, messaging and related subscription-based services as described in one or more Sales Order(s), and the Service Descriptions which describe the features and functionality of the Services, or other documentation Vonage may provide from time-to-time; and (ii) the set-up, installation, implementation, configuration, and other Professional Services identified in Sales Orders (if applicable) and a Statement of Work (if applicable) in connection with the Subscription Services. Customer's use of the Subscription Services are governed by Vonage's Acceptable Use Policy.

**b.** Subject to Customer's compliance with this Agreement, Vonage hereby grants Customer and its Affiliates, a limited, revocable, personal, non-exclusive, non-transferable, and non-sublicensable license during the Service Term to: (i) provide Authorized Users access to the Services via Customer's Account; and (ii) download, install, and use Software made available by Vonage in connection with the Services, subject to any additional terms and conditions accompanying such Software, as applicable.

**c.** Certain Software Vonage provided to Customer may contain third-party software ("Third-Party Software"), including open source software. Use of such Third-Party Software may be governed by separate copyright notices and license provisions, which will be provided to Customer and which are incorporated by reference into this Agreement. Such provisions shall govern the use of Third-Party Software. Customer agrees to comply with the terms and conditions of all end user license agreements accompanying any Software (including Third-Party Software) or plug-ins to such Software distributed in connection with the Service. All end user licenses shall immediately terminate on the date that the Service expires, or this Agreement is terminated.

**d.** To access the Services, Customer must maintain an active Account in good standing. Customer shall provide and maintain accurate, complete, and up-to-date information within its Account. Customer is solely responsible for the activity that occurs on its Account (which includes its sub-Accounts), and for keeping its Account credentials secure. Vonage will not be liable for losses caused by any unauthorized use of the Account; provided, however, that Customer shall not be responsible for unauthorized Charges on its Account to the extent that it took reasonable precautions and the unauthorized use is demonstrated to be solely due to Vonage's gross negligence or willful misconduct. Customer represents and warrants that it is duly authorized to do business and use the Services in all jurisdictions in which Customer operates. Customer must notify Vonage promptly of any change in Customer's eligibility to use the Services, breach of security, or any unauthorized use of Customer's Account. Notwithstanding closure of Customer's Account, Vonage may retain Customer Data as reasonably necessary for compliance with applicable law.

**e.** The foregoing licenses shall extend to Customer Affiliates, provided that such Customer Affiliates are acting via Customer's Account (or subaccounts thereof), and provided further that Customer remains liable to Vonage for all acts and omissions of such Affiliates (or any other entities authorized by Customer to use the Services or act via Customer's Account) as if they were Customer's own acts or omissions, including payment for the Services.

**f.** Vonage may use or rely on one or more licensors, service providers, and/or equipment providers or equipment lessors whose products, equipment and/or services are provided in conjunction with, or incorporated into, the Services and/or Vonage Equipment ("Third-Party Services"). Such Third-Party Services may also be provided under Vonage's trademarks or otherwise branded as a Vonage Service. Third-Party Services may be governed by Third-Party Terms, or identified in documentation or on other media delivered with the Third-Party Services and will be provided to Customer; such Third-Party Terms are

incorporated by reference into this Agreement and shall govern the use of Third-Party Services. Customer agrees to comply with such terms and conditions of all Third-Party Services. Such Third-Party Terms are deemed to be between Vonage and Customer and do not create a contractual relationship between Customer and such third party. Any non-compliance with terms and conditions of Third-Party Services shall be considered non-compliance with this Agreement.

## **B. CX Contact Center Services**

Terms applicable to Vonage Contact Center Services (including VCXC-CC Extension and CX Cloud Express) are set forth [here](#). The Service Description and the scope of Professional Services for the Vonage CX Contact Center Service identified on the Sales Order is set forth [here](#).

## **C. Sales Order Submission and Acceptance**

Customer may order Subscription Services by accepting or executing one or more Sales Orders in a manner and format as required by Vonage, including via Vonage's ordering portal. Applicable Professional Service Fees and/or installation Charges will be set forth in a Sales Order. Vonage may, in its sole discretion, accept or reject a Sales Order prior to Acceptance or execution. Once a Sales Order is accepted or executed, along with an executed SOW (if applicable), Vonage shall provision the Subscription Services and provide access credentials to the Account or applicable sub-account thereof. Customer may also order additional Subscription Services via Vonage's online ordering portal (described below).

## **D. Service Term and Automatic Renewal**

Each Sales Order shall state the Initial Term. The Initial Term will commence on the date set forth in the Sales Order as the Subscription Service Term Start Date. Sales Orders which describe delivery of Subscription Services to multiple Customer Locations will identify multiple Subscription Service Term Start Dates and Subscription Terms. The Initial Term will automatically renew for successive periods of the same length as the previous Initial Term or Renewal Term (as applicable) except where either Party provides written notice of intent not to renew at least ninety days prior to the end of the then-current Initial Term or Renewal Term. Upon termination of the applicable Initial Term or Renewal Term, Vonage will not be obligated to furnish the Subscription Services to Customer; provided however, if Customer continues to use the Subscription Services after termination of the Initial Term or Renewal Term, such use shall be on a month-to-month basis and Customer shall be obligated to pay for such Subscription Services at Vonage's then-current monthly rates. Either party may terminate such month-to-month term by providing at least thirty days advance notice. Except as expressly provided in the applicable Sales Order, renewal of promotional or one-time priced subscriptions may be, in Vonage's discretion, at Vonage's applicable list price in effect at the commencement of the applicable Renewal Term.

## **E. Service Adds; Co-Term**

Services added to an existing Customer Location will be deemed to be part of the existing Sales Order for the purposes of determining the remaining Subscription Term for such

additional Service (i.e. co-term). However, some Services require a minimum commitment term which may not be co-terminus with the Subscription Term of the existing Sales Order (e.g. Vonage Equipment and CX Contact Center Services). For any such Services, a separate Sales Order is required, and the Subscription Term will be set forth in the applicable Sales Order. Services ordered for additional Customer Locations (i.e. multi-locations) will have separate Subscription Terms as stated in the Sales Order unless the Parties mutually agree otherwise via an addendum executed by both Parties.

## **F. Service Platform Migration**

When Customer migrates from the Vonage Enterprise service platform to the VBC service platform, Customer acknowledges that upon Acceptance of a VBC Sales Order, the Vonage Enterprise services and all associated agreements shall be terminated, effective upon migration of the services.

## **G. Changes**

Vonage may update, upgrade, discontinue, or otherwise modify the Services or specific Services in whole or in part in accordance with this section. Vonage shall make commercially reasonable efforts to provide at least ninety days' notice prior to any material changes of the specific Services, subject without limitation to urgency and security issues. Customer shall use commercially reasonable efforts to cooperate with Vonage to effect modifications to the Services, including by promptly implementing all fixes, updates, upgrades, and replacements of Software as reasonably required by Vonage, and Vonage shall not be responsible for Customer's failure to do so. Notwithstanding the foregoing, modifications to the Services shall not materially reduce the features, level of functionality, performance, availability, or security of the Services during the Service Term, unless Vonage makes available to Customer, at no additional cost, an alternative Service that is substantially equivalent to the modified Service; provided that Customer's sole remedy for non-compliance with the foregoing shall be the right to terminate any affected Service within ninety days of receiving written notice of the modification.

## **H. Reservation of Rights**

Notwithstanding anything to the contrary herein, Vonage reserves the right, but is not obligated, to (i) monitor and review Customer's use of the Services, including to ensure Customer's compliance with the Agreement; (ii) reject, refuse to transmit, block, or remove any content (including Customer Data); and (iii) access, read, preserve, or disclose any information that Vonage reasonably believes is necessary to (a) comply with applicable law, regulation, legal process, or government request, (b) enforce the Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to Customer's support requests, or (e) protect the rights, property or safety of Vonage, its customers, its customers' end users, and/or the public. Customer agrees to provide Vonage with any information Vonage reasonably requests to investigate and resolve issues relating to Customer's Account.

## **I. Required Maintenance; Customer Support**

**a.** Vonage has the right to perform repair and maintenance or to upgrade, update or enhance (collectively, the "Maintenance") its network, infrastructure, website(s), Services and/or Vonage Equipment with prior notice per the Service Level Agreement if such Maintenance would cause a partial or full disruption of the Services.

**b.** Customer will timely report any issues, trouble or problems affecting Service to Vonage using a Customer-initiated trouble ticket (a "Trouble Ticket"). Trouble Ticket procedures and additional information for Vonage support can be found [here](#). Calls to and from Vonage customer service, sales or other representatives may be recorded and/or monitored for quality assurance and training purposes. Customer's sole remedies for any non-performance, outages, failures to deliver or defects in Service are set forth in the applicable service level agreement and these Service Terms.

## **J. Voice-to-Text and Text-to-Voice Limitations.**

Certain Vonage Services may provide a function that allows voicemails to be converted to text and vice-versa. Customer understands and agrees that Vonage's voice-to-text ("VTT") and text-to-voice ("TTV") features may not accurately transcribe voicemails or articulate text messages, respectively. Customer is solely responsible for checking the original message and verifying the accuracy of the message when using any VTT or TTV features. Vonage expressly disclaims all liability with respect to the conversion of voicemails to text or vice-versa.

## **K. Acceptable Use Policy**

Customer shall not, and shall ensure that end users and Affiliates do not, and shall not authorize, assist, or enable any other third party to, use the Services in any manner that violates the [AUP](#).

## **L. No Resale**

Customer represents and warrants that it will be the ultimate end user of the Service. Customer shall not in any way resell, license, permit nor allow any third party to use the Services without receiving Vonage's prior written consent.

## **M. Electronic Recording**

Customer acknowledges that there are laws governing the electronic recording of telephone conversations and that Vonage is not liable for any illegal use of the Services. It is Customer's responsibility to determine and comply in full with its own compliance obligations. No Services or products offered by Vonage are represented or warranted to comply with electronic recording laws. Customer agrees that Vonage may, in its sole discretion, record any call between Customer and Vonage for quality control and training purposes.

# **3. FEES AND PAYMENT**

## **A. Invoices; Billing and Payment Terms**

Vonage will invoice Customer pursuant to the Subscription Services Invoicing Frequency and Customer shall pay pursuant to the Payment Terms as set forth in the Sales Order. Charges are based on Subscription Services and equipment purchased and not actual usage. Recurring charges for the Subscription Services begin on the Subscription Service Term Start Date and will continue for the Term. Payment obligations are non-cancellable, and Charges paid are non-refundable unless otherwise set forth in this Agreement. Quantities purchased cannot be decreased during the relevant Subscription Term without the imposition of the applicable early termination charges. Usage based Charges (including Charges for international calls), Marketplace Service Charges, Change Order fees, and ancillary expenses (e.g. incurred in connection with the Professional Services, if any, such as travel, hotel and subsistence expenses; such expenses to be invoiced by Vonage at cost) are payable in arrears. Equipment purchase Charges are billable upon Acceptance of a Sales Order. Professional Services provided on a fixed price basis will be billed in advance and Professional Services provided on a time and material basis will be billed as completed monthly in arrears pursuant to the Payment Terms. An invoice for Professional Services will be sent promptly following Acceptance of the Sales Order, with payment due per the Payment Terms. Invoices will be sent by email to the address specified in Customer's Account. The foregoing shall not apply to In-App Purchases. The terms of service for the app store from which Customer downloaded the mobile application shall govern the Payment Terms and taxes and fees for the in-app Services, if any, and such terms are hereby incorporated by reference.

Overdue amounts other than amounts disputed in good faith bear interest at the lower of 1.5% per month or the maximum rate allowed by governing law. Vonage may suspend the Subscription Services upon prior written notice if Customer's payment on any undisputed amounts remains overdue at the end of the tenth day following such notice. Customer agrees to supply Vonage with the information necessary for Vonage to complete an initial credit evaluation prior to providing Customer with access to the Services or the Vonage Equipment. Vonage may also update its information regarding Customer's credit rating from time to time. Vonage may limit Customer's purchasing of additional Services or Vonage Equipment or require another form of payment such as auto-payment in its reasonable discretion based on changes in Customer's creditworthiness or habitual payment delinquency.

## **B. Pricing**

Pricing shall be set forth in the applicable Accepted Sales Order or as stated in the Vonage ordering portal and shall remain fixed until the end of the applicable Subscription Term. Upon auto-renewal of the Subscription Services, the Subscription Charges will increase by 7%. In the event Vonage continues to provide Services to Customer on a month-to-month basis following a committed term, Vonage reserves the right to increase pricing to Vonage's then-current month-to-month pricing.

## **C. Commitment**

Customer agrees it is responsible for the full value of each Sales Order effective upon Acceptance of the applicable Sales Order, subject to termination due to Vonage's uncured default. Notwithstanding anything to the contrary herein, if Subscription Services are reduced or terminated other than due to a Party's uncured default, all Charges due under

the reduced or terminated Sales Order will be accelerated and Customer shall pay Vonage the sum of all unpaid amounts for Subscription Services actually provided, plus the remaining contracted Charges as of the date of termination through the end of the Subscription Term stated in the Sales Order(s), as well as any additional incurred Charges (e.g. usage, Equipment purchases, etc.); or, if such termination is prior to the Subscription Service Term Start Date, the total amount of the Sales Order, and applicable Taxes and Fees on all of the foregoing.

#### **D. Taxes and Fees**

Prices for Subscription Services and Equipment purchases do not include applicable Taxes, Fees, Duty and Customs charges. Customer will be solely liable for and will pay upon demand all Taxes, Fees, Duty and Customs charges associated with Customer's purchase of Equipment, and access to or use of the Services as set forth in the applicable Invoice, and shall not deduct any such amounts, or any other withholdings, set-offs, or deductions, from owed amounts, but will not be responsible for taxes based on Vonage's net income. Customer may present Vonage with an exemption certificate eliminating Customer's and Vonage's liability to pay certain Taxes. Once Vonage has approved the exemption certificate in writing, Customer shall be exempt from those Taxes on a go-forward basis. If a tax authority determines that Customer is not exempt from Taxes and assesses those Taxes, Customer shall pay those Taxes to Vonage, plus any applicable interest or penalties. Customer may be charged Taxes and Fees by a marketing partner or authorized distributor for non-Vonage products and services sold or licensed by that marketing partner or authorized distributor in connection with a Sales Order.

In addition, a regulatory recovery fee for every phone number assigned to Customer's account, including toll free and virtual numbers, may be charged monthly to offset costs incurred by Vonage in complying with inquiries and obligations imposed by regulatory bodies/governments and related legal and billing expenses. This recovery fee may also include recovery of costs for legal, intellectual property, cybersecurity, compliance and other related expenses, including those related to number portability, customer privacy protection and anti-fraud protection. This fee is not a tax or charge required or assessed by any government and may be recovered by Vonage through imposition of a surcharge on the cost of the Service.

#### **E. Billing Disputes**

Billing disputes must be initiated within ninety days of the disputed invoice date. Upon expiration of such ninety-day period, Customer waives its right to dispute any fees paid or payable to Vonage. The Parties will work together in good faith to resolve billing disputes. A pending billing dispute shall not exempt Customer from timely paying any undisputed amounts. Other than as stated in this Agreement, fees paid are non-refundable.

### **4. PROFESSIONAL SERVICES**

#### **A. Performance**

- a.** Vonage will provide and Customer shall pay for Professional Services (set up/installation Charges) as applicable and as specified in the Sales Order(s) and/or SOW using trained and qualified personnel, who will provide such Professional Services in a professional and workmanlike manner.
- b.** Customer's exclusive remedy for breach of the foregoing shall be the re-performance of such Professional Services, except where Vonage is unable to re-perform the Professional Services, in which case, Customer may recover fees paid with respect to such deficient Professional Services by written claim no later than ninety days after the claimed deficient performance.
- c.** Professional Services are available either on a time-and-materials or fixed-fee basis (as determined by Vonage) as described in the relevant Sales Order and/or SOW. Professional Service Fees may be subject to change if Customer modifies the scope of the Services or delays the Services to be installed.
- d.** A change to the scope or execution of the Professional Services shall be agreed via Change Order prior to implementation of the changes. The Change Order shall set out the proposed changes and the likely effect on the Professional Services and/or the Professional Service Charges.
- e.** Upon completion of the Professional Services, if the Customer uses the Subscription Services or part thereof for any purpose other than for testing, such use shall constitute Acceptance of the Subscription Services.
- f.** Vonage may subcontract the performance of, or Customer may utilize a third-party to perform any or all of the Professional Services. Any subcontract by Vonage shall not affect Vonage's liability to the Customer for the performance of its contractual obligations, and Customer shall be solely responsible for any Professional Services performed by Customer's third-party.

## **B. Scheduling**

The Parties will mutually agree upon the scheduling of Professional Services ordered by the Customer. Vonage shall use all reasonable efforts to meet the agreed-upon schedule. In the event Customer reschedules or cancels scheduled Professional Services, Vonage shall make reasonable efforts to mitigate incurred expenses and reschedule its resources to other engagements; provided that, to the extent Vonage cannot reasonably avoid such expenses or reschedule the applicable resources, Customer shall be responsible for such losses. In addition, in the event Customer reschedules the Professional Services and the rescheduling is not due to delays caused by Vonage, the Subscription Service Term Start Date will commence on the date stated in the Sales Order unless otherwise agreed by the Parties in writing.

## **C. Cooperation**

Customer shall cooperate reasonably, timely, and in good faith with Vonage (including its subcontractors and personnel) in its performance of Professional Services, including by providing to Vonage in a timely manner and without charge (a) support as reasonably requested by Vonage; (b) information regarding health and safety rules and regulations and any other reasonable security requirements that apply at the applicable service location; (c) physical space, equipment, telephone and internet access, and access to other



facilities; (d) access to appropriate and knowledgeable personnel; and (e) as applicable, permissions, consents, or authorizations reasonably necessary to activate, maintain, inspect, or repair applicable Services or Vonage Equipment, including (if applicable) the right to access and enter the applicable service location upon reasonable prior notice.

#### **D. Special Install Costs**

Vonage may charge, and Customer shall pay, all recurring and nonrecurring costs, Charges and expenses incurred by Vonage for Customer's benefit in connection with non-standard installation, delivery or implementation of the Services (collectively, the "Special Install Costs"). For clarification and by way of example, standard installation does not include (and the following may comprise a portion of any Special Install Costs) core drilling, wiring extensions for excessive distances, installation of new conduit runs, installation of water proof shielding, installation of aerial circuit runs, or removal of hazard materials, as determined by Vonage Business at its sole discretion, as well as after-hours installation of Services ("Non-Standard Installation"). Non-Standard Installation will be purchased by Customer as an additional Service. Non-Standard Installation is the installation of Services Monday to Friday between 5pm to 8am (local time), any time on Saturday and/or Sunday, and holidays. Non-Standard Installation will include appointment coordination, the provisioning of the Service, basic external wiring, call tests, and remote Vonage technical support as needed. Special Install Costs will be invoiced to Customer as soon as practicable following the Subscription Service Term Start Date for the applicable Services.

#### **E. Telephone Number Porting**

Vonage's policies and procedures for telephone number porting is set forth [here](#).

### **5. FREE TRIAL SERVICES; BETA SERVICES**

#### **A. Free Trial Services**

If Customer's Sales Order or registration with Vonage includes a free trial ("Free Services"), then the applicable Services will be made available to Customer until (i) the end of the free trial period; (ii) the Subscription Service Term Start Date for Free Services, or (iii) the termination of Free Services for cause by Vonage, whichever is earlier. Any additional terms upon which the Free Services are provided as part of the trial registration process, are incorporated herein. Use of Free Services is subject to the terms and conditions of this Agreement. Customer agrees that Vonage, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof.

#### **B. Beta Services**

Certain Services or Software may be designated or offered as a beta version ("Beta Version") of a Service or Software, which may or may not be released as a full commercial service in the future. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to this Agreement. Customer agrees that Beta Versions may contain errors. The fact and existence of any Beta Version shall be deemed to be Vonage Confidential Information under this Agreement.

NOTWITHSTANDING SECTION 11 (INDEMNIFICATION), VONAGE SHALL HAVE NO LIABILITY NOR INDEMNIFICATION OBLIGATIONS OF ANY KIND; WHERE LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAW, VONAGE'S LIABILITY IS LIMITED TO \$500.00 USD. CUSTOMER WILL BE FULLY LIABLE FOR CUSTOMER'S USE OF SERVICES DURING ANY FREE TRIAL OR BETA SERVICE PERIOD, ITS INDEMNIFICATION OBLIGATIONS AND ANY BREACH OF THIS AGREEMENT.

## 6. TECHNICAL REQUIREMENTS; EQUIPMENT

**a.** It is Customer's sole responsibility to ensure that it meets the minimum hardware, Software, connectivity, and other technical requirements for accessing the Subscription Services. Vonage's minimum technical prerequisites are available upon request.

**b.** Customer understands, acknowledges, and agrees that: (i) Customer must have a high-quality high-speed internet connection to use the Services; and (ii) Vonage is not providing an internet connection for Customer. Vonage does not control and is not responsible for: (a) Customer's internet connection; (b) the quality of Customer's internet connection; (c) any third party products and/or services related to Customer's internet connection; or (d) problems with the Services that are caused by or related to Customer's internet connection. Vonage will not contact any of the internet providers and/or service or product providers on Customer's behalf.

**c.** Customer understands and acknowledges that use of the Services may require the use of certain Customer Equipment, Vonage Equipment, and/or Third-Party Equipment. Vonage's Equipment Policy is set forth [here](#) and shall apply to all equipment used, purchased or leased in connection with the Services.

## 7. SUPPLEMENTAL TERMS; POLICIES; APPS MARKETPLACE

**a.** These Service Terms incorporate applicable Supplemental Terms set forth [here](#), which shall apply to the specific Third-Party Services purchased by Customer, if any. Certain Subscription Services may be subject to other third-party terms which shall be made available to Customer prior to the purchase of such Third-Party Services, and shall supersede any conflicting terms with respect to such Subscription Services.

**b.** These Service Terms also incorporate all additional terms, conditions and policies that are set forth in an addendum, schedule or exhibit, as well set forth in the Legal Policy Center [here](#) under the heading "Unified Communications - VBC" (collectively, the "Additional Terms"), and supersede and replace all terms and conditions set forth in any documents issued by Customer, including purchase orders and specifications not agreed to in writing by the Parties.

**c.** Vonage may update or replace the [AUP](#), [Privacy Policy](#), [Copyright Policy](#), [Telephone Number Porting Policy](#) and [Emergency Services Acknowledgement](#) ("Policies") from time to time (a "Policy Change"), and will provide notice to Customer either via email to the address on file, or through Customer's invoice. If such Policy Change is (a) applicable to Customer, and (b) materially and detrimentally impacts the Services, upon receipt of notice, Customer will have thirty days to notify Vonage that such changes are materially and adversely impacting, stating specifically which changes are impactful. The Parties will then attempt to reach a mutually agreeable workaround agreement. If agreement cannot be reached, Vonage may either waive or modify the requirement to Customer's reasonable satisfaction. If Vonage does neither, then Customer can either, within thirty days following

Vonage's notice of its refusal to waive or modify the requirement, accept the Policy Change or terminate those Services affected without termination liability, without the right to continue to use those Services thereafter. Notwithstanding the foregoing, Customer's right to object or terminate shall not apply to Policy Changes required by applicable law, regulation or governmental authority, or to changes required to protect the security and operability of Vonage, the Services, Vonage's other customers.

**d.** Vonage offers third party products and services on its App Marketplace ("Third-Party Apps"). When Customer subscribes to use such Third-Party Apps, Customer shall agree separately to the required terms of use or service with such Third-Party App provider ("App Terms"), in addition to these Service Terms. Vonage is responsible for the billing and collection of amounts owed to such third-party provider and to tax and regulatory authorities, and will charge Customer's method of payment. Charges for these services will appear on Customer's monthly Vonage invoice. Vonage will also handle all billing questions. Customer acknowledges that Vonage is not responsible for support or technical assistance with respect to any Third-Party App and that Customer's use of the App itself is subject to the App Terms; Customer shall direct its App questions and support requests directly to the provider of the Third-Party App at the contact email address or number set forth on the Marketplace and/or in the App Terms. However, Customer may only modify or terminate Third-Party Apps or related accounts through the App Marketplace in order to modify or terminate billing for such Third-Party Apps. Failure to do so through the App Marketplace will not modify or terminate billing, for which Customer is liable. Customer is solely responsible for its use of the Third-Party App, and will indemnify Vonage and its Affiliates against any and all claims arising from Customer's misuse of the Third-Party App or its breach of the App Terms.

**e.** Vonage may enter into marketing arrangements with marketing partners (each a "Marketing Partner") or resale/distribution agreements with authorized distributors (each an "Authorized Distributor") who market Vonage Services to prospective customers who then subscribe to these Service Terms. When these Service Terms are accepted by a Customer, the Customer is considered a customer of Vonage only with respect to Vonage Services. As an example, if the distributor of internet services also markets Vonage-branded solutions and a Customer subscribes to both internet services and Vonage Services with Vonage under these Service Terms, the customer is considered, with respect to Vonage Services, only a customer of Vonage. The terms, conditions and policies pursuant to a Marketing Partner or Authorized Distributor's contractual arrangement with Customer for other products and services may differ from these Terms of Service, Privacy Policy and other policies applied by Vonage to similarly situated customers, but such Marketing Partner's or Authorized Distributor's terms, conditions and policies will not apply to Vonage Services, nor supersede these Service Terms as applicable to Vonage Services.

## **8. INTELLECTUAL PROPERTY; CUSTOMER DATA AND DATA DELETION**

### **A. Customer Data.**

As between Customer and Vonage, Customer owns and reserves all right, title, and interest in Customer Data. Customer authorizes Vonage to use the Customer Data to provide the Services and perform in accordance with the Agreement.

### **B. Retention and Deletion of Call Recordings and Voicemails.**

Except as agreed by Vonage and Customer in writing, Vonage shall delete Call Recordings and Voicemails as follows:

- a.** if CX Contact Center Services, in accordance with data storage terms set forth in the CX Service Description set forth [here](#);
- b.** if VBC Services, call recordings are retained until Customer deletes the data, or the Service(s) are cancelled, or until Customer utilizes all allotted storage space. Customer may download the data at any time prior to cancellation or termination of Service(s). Voicemail messages are retained for 90 days from the date the message was recorded and 7 days after cancellation or termination of the Service(s).
- c.** Following the stated retention periods, the VBC Call Recordings and Voicemails are purged.

### **C. Suggestions.**

Customer's suggested improvements to and feedback regarding the Services are not Confidential Information, and Customer grants to Vonage an unrestricted, irrevocable, fully paid-up, and non-exclusive right to use such suggestions and feedback for any purpose.

### **D. Vonage Services and Vonage Content.**

Vonage owns and reserves all right, title and interest in and to the Services and all improvements, modifications, and derivative works thereof. Other than the Customer Data, all Vonage Content is as between Customer and Vonage owned by Vonage. Customer shall not (and shall not allow third parties to) (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of Vonage Content, except to the limited extent applicable laws specifically prohibit such reverse-engineering restrictions; or (ii) alter, modify, translate, or otherwise create derivative works of any part of the Vonage Content, except as may be authorized by specific licensing terms accompanying certain Software.

### **E. Other Rights.**

Except as explicitly granted herein, neither Party is granted a license or other right (express, implied, or otherwise) to use any trademarks, copyrights, service marks, logos, trade names, patents, trade secrets, or other intellectual property of the other Party or its Affiliates without the express prior written authorization of the other Party.

### **F. Restrictions.**

The Services may contain Vonage Content provided by Vonage, Vonage's partners and customers, or other third parties, that are subject to and protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Customer shall abide by and maintain all copyright notices, information, and restrictions contained in any Vonage Content accessed through the Services.

## **9. CONFIDENTIALITY AND DATA PROTECTION**

## **A. Confidential Information**

“Confidential Information” means any non-public information or data, regardless of whether it is in tangible form, disclosed by either Party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure, including the material terms of this Agreement. The terms of the Agreement are the Confidential Information of both Parties. Neither Party may identify the other Party using its name, trademarks, and/or logos in marketing collateral, press releases, presentations, websites, and/or case studies without the other Party's written consent. Confidential Information does not include any information which: (i) is publicly available through no fault of receiving Party, (ii) was properly known to receiving Party, without restriction, prior to disclosure by the disclosing Party, (iii) was properly disclosed to receiving Party, without restriction, by another person without violation of disclosing Party's rights, or (iv) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

## **B. Restrictions**

Each Party agrees that it will use the Confidential Information of the other Party solely in accordance with the provisions of the Agreement (and for Vonage to provide the Services) and it will not disclose such Confidential Information to any third party without the other Party's prior written consent, except as otherwise permitted hereunder or for Vonage to provide the Services or make other uses and disclosures identified in Vonage's Privacy Policy. Each Party agrees to exercise due care in protecting the other Party's Confidential Information from unauthorized use and disclosure. Each Party may also disclose the Confidential Information of the other Party to its employees, representatives, actual or potential investors, and subcontractors who have a need to know and are bound to keep such information confidential consistent with the terms of this section. In addition, Vonage may disclose the Agreement under a comparable non-disclosure agreement in response to a third-party due diligence request supporting a financing or non-ordinary course of business corporate transaction. Either Party may disclose the Confidential Information of the other as required by law, legal process, or court order; provided that, subject to applicable law, it promptly notifies the other Party of such required disclosure in order to allow the other Party to seek a protective order or other appropriate remedy.

## **C. Data Security**

Vonage agrees to use commercially reasonable efforts to safeguard the security of Customer Data it handles, stores, processes, or transmits within its reasonable span of control in accordance with applicable law. If Vonage discovers or is notified of a breach of security relating to Customer Data, Vonage shall promptly (a) notify Customer of such breach; and (b) if the applicable Customer Data was within the reasonable span of control of Vonage at the time of such breach, Vonage shall: (i) use commercially reasonable efforts to mitigate the effects of the breach; and (ii) take commercially reasonable steps to institute safeguards that are designed to prevent or attempt to prevent the recurrence of such breach.

## **D. Personal Data**

Processing of personal data by Vonage on behalf of Customer shall be subject to the terms of the Vonage Data Processing Addendum ("DPA"), which is automatically incorporated into the Agreement by this reference.

## **10. WARRANTIES AND DISCLAIMERS.**

### **A. Vonage Warranty**

Vonage will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable laws and otherwise subject to the terms of this Agreement. To the extent permitted by law, Vonage shall pass through to Customer any and all warranties Vonage receives in connection with equipment provided to Customer. The Services will be provided substantially in accordance with the applicable Service Level Agreement. Customer's exclusive remedy and Vonage's entire liability for a breach of this Section are set forth in the applicable Service Level Agreement and Section 13 (Termination).

### **B. Customer Warranty**

Customer and its Authorized Users' use of the Services must at all times comply with all applicable laws and this Agreement.

### **C. Assumption of Risk**

Vonage has no special relationship with or fiduciary duty to Customer. Notwithstanding anything to the contrary herein, Vonage shall have no liability for acts, faults, or omissions of any third party telecommunications systems, networks, or operators (including, without limitation, suspension or termination of Vonage's connections, or faults in or failures of such apparatus or network).

### **D. Disclaimer of Warranties**

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, SALES ORDER, OR APPLICABLE SERVICE LEVEL AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND VONAGE CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY (E.G., AS TO LATENCY AND THROUGHPUT), AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. VONAGE, AND VONAGE'S SUPPLIERS, PARTNERS, AND LICENSORS, AND EACH OF VONAGE'S AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, DO NOT WARRANT (AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES) THAT: (I) THE SERVICES (OR ANY MOBILE OPERATORS) WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED, (III) THE CONTENT ON THE VONAGE WEBSITES OR SERVICES (OR ANY THIRD PARTY SITES OR SERVICES LINKED THERETO) IS ACCURATE, ERROR-FREE, OR COMPLETE, OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. VONAGE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY

CONTENT OF, COMMUNICATION BY, OR PRODUCT OR SERVICE ADVERTISED OR OFFERED BY, A THIRD PARTY THROUGH THE SERVICES, AND VONAGE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN CUSTOMER AND THIRD PARTIES. EXCEPT AS OTHERWISE AGREED IN A BUSINESS ASSOCIATE AGREEMENT SIGNED BY VONAGE, VONAGE MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES OR THEIR USE WILL COMPLY WITH HIPAA OR WILL RENDER ANY PARTY COMPLIANT WITH HIPAA, AND IS RELEASED FROM ANY LIABILITY FOR ITS ACTS OR OMISSIONS RELATING TO HIPAA.

## **11. INDEMNIFICATION**

### **A. By Customer**

Customer agrees to defend, indemnify, and hold harmless Vonage, its Affiliates, and each of their respective employees, licensors, contractors, directors, officers and representatives, from and against any damages, liabilities, claims, demands, obligations, losses, fines, penalties, and expenses (including reasonable attorney's fees) (collectively, "Losses") incurred in connection with claims made or brought by a third party arising from or relating to: (i) use of the Services in a manner not authorized by this Agreement, including violations of the AUP or applicable law, by Customer, its Affiliates, or its or their Authorized Users, employees, agents, or subcontractors; (ii) claims relating to Customer Data; or (iii) gross negligence, fraud or willful misconduct of Customer, its Affiliates, or its or their employees, agents or subcontractors.

### **B. By Vonage**

Vonage agrees to defend, indemnify and hold harmless Customer from and against any Losses incurred in connection with claims made or brought by a third party arising from or relating to (i) infringement of third-party Intellectual Property Rights due to Customer's authorized use of the Services (other than Customer Data); or (ii) gross negligence, fraud or willful misconduct of Vonage or its employees, agents, or subcontractors. Notwithstanding any of the foregoing, Vonage shall have no liability for Losses arising out of (x) any combination, operation, or use of the Services with any hardware, software, or services not provided by Vonage, except to the extent such combination, operation, or use is necessary for the use of the Services; or (y) use of any sample or reference code made available by Vonage or any third party, via the Vonage Website or otherwise.

### **C. Procedure**

The indemnified Party shall notify indemnitor promptly after the indemnified Party learns of the existence of an indemnifiable claim hereunder; provided, however, that failure to give such notice shall only affect the rights of the indemnified Party to the extent that indemnitor is prejudiced. The indemnified Party shall not admit any liability whatsoever. The indemnitor shall be entitled to take sole control of the defense and investigation of the indemnifiable claim at its own expense, by providing prompt written notice to the indemnified Party. The indemnified Party shall cooperate in all reasonable respects with the indemnitor and its attorneys in the defense of the claim (including by making available books, records, and personnel), and may reasonably participate at its own expense, through its attorneys or otherwise, provided that such participation does not interfere with the indemnitor's defense. All settlements of indemnifiable claims under this Section shall:

(i) be entered into only with the indemnified Party's consent if such settlement requires any admission of guilt or imposes any restriction or obligation on the indemnified Party; and (ii) include an appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.

## **12. LIMITATION OF LIABILITY**

### **A. Exclusions**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR VONAGE'S SUPPLIERS, LICENSORS, PARENT, SUBSIDIARY, AFFILIATE, CONTENT PROVIDERS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE UNDER ANY CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES OR OTHER SUBJECT MATTER OF THIS AGREEMENT FOR: (I) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, LOST PROFITS, GOODWILL, REVENUE, INCOME OR BUSINESS, DATA LOSS, INTERRUPTION OF BUSINESS, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, RIGHTS, OR SERVICES (HOWEVER ARISING AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES);

### **B. Direct Damages; Limitations**

**a.** VONAGE'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS PAID OR ARE PAYABLE TO VONAGE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM SUBJECT TO THIS SECTION. THE PARTIES ACKNOWLEDGE AND ACCEPT THE REASONABLENESS OF THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION.

**b.** NOTWITHSTANDING THE PROVISIONS IN THIS SECTION, NOTHING IN THIS AGREEMENT SHALL LIMIT FINANCIAL LIABILITY IN RESPECT OF THE CUSTOMER'S PAYMENT OBLIGATIONS, EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, OR EITHER PARTY'S LIABILITY FOR DEATH, BODILY INJURY, OR DAMAGE TO TANGIBLE PERSONAL PROPERTY, OR ANY OTHER ACT OR OMISSION FOR WHICH LIABILITY SHALL NOT BE LIMITED UNDER APPLICABLE LAW.

## **13. TERM AND TERMINATION**

### **A. Term**

This Agreement shall be effective beginning on the Effective Date and continue for so long as Services are being provided to Customer.

### **B. Termination**

Either Party may terminate the Agreement for cause: (i) if the other Party is in material breach of the Agreement and has failed to cure such breach within thirty days after written notice thereof, or (ii) upon the other Party's liquidation, commencement of dissolution



proceedings, disposal of substantially all assets, failure to continue its business in the ordinary course, assignment for the benefit of creditors, or becoming the subject of a voluntary or involuntary bankruptcy or similar proceeding.

### C. Effect of Termination and Survival

Upon termination of the Agreement, and without limiting any of Vonage's other remedies hereunder: (i) Customer remains liable for all Charges and any other obligations accrued and owed by Customer through the effective date of such termination, and (ii) except in the case of termination owing to Vonage breach, Customer remains liable for all Charges and any other obligations accrued and owed by Customer from the date of termination through the end of the contracted Service Term, and (iii) except as expressly set forth herein, all of Customer's rights and licenses under the Agreement will immediately terminate and Customer shall cease using the Services. All amounts accrued or owed to Vonage in connection with the Agreement, and any other provisions which by their nature would reasonably survive, shall survive any termination of the Agreement. Following any suspension or termination of the Agreement or Customer's Account other than for breach, Customer may request any post-termination assistance that Vonage may elect to make generally available with respect to the Services, subject to and conditioned upon Customer's advance payment of any applicable fees and acceptance of all terms and conditions that Vonage specifies in writing with respect thereto.

## 14. NOTICES

**a.** Vonage shall send notices hereunder via email to the email address Customer provides in its Account. It is Customer's responsibility to keep its email address current, and Customer will be deemed to have received any email sent to the last known email address Vonage has on record for Customer.

**b.** Customer shall send notices hereunder as follows:

**i. Formal Legal Notices** - via email to [legalnotices@vonage.com](mailto:legalnotices@vonage.com).

**ii. Billing Disputes** - via email to [customercare-vb@vonage.com](mailto:customercare-vb@vonage.com).

**iii. Cancellation/Non-Renewal of Services** - by contacting Vonage Customer Care, or Customer's account manager via email..

**c.** The addresses to which notices may be given by either Party may be changed upon written notice given to the other Party pursuant to this Section (Notices) or by Customer via the Customer portal.

## 15. EMERGENCY SERVICES

BY USING THE SERVICE AND/OR VONAGE EQUIPMENT, CUSTOMER ACKNOWLEDGES THE LIMITATIONS OF VONAGE'S EMERGENCY SERVICE AS DESCRIBED IN ITS EMERGENCY SERVICES POLICY, AS WELL AS THOSE SET FORTH IN THIS SECTION. CUSTOMER AGREES AND ACKNOWLEDGES THAT WHILE MOST VONAGE SERVICES OFFER ACCESS TO APPLICABLE EMERGENCY SERVICES, OTHERS MAY NOT. CUSTOMER IS ADVISED TO THOROUGHLY READ AND UNDERSTAND THE APPLICABLE EMERGENCY SERVICES ACKNOWLEDGEMENT AND THE OPTIONS AVAILABLE. CUSTOMER ACKNOWLEDGES THAT IT ASSUMES THE RISKS ASSOCIATED WITH THE EMERGENCY SERVICE LIMITATIONS AS

SET FORTH IN THE EMERGENCY SERVICES DISCLOSURE NOTICE AND ACKNOWLEDGMENT.

## **16. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the country indicated on Schedule 2 based on Customer's domicile, in any case without reference to conflicts of law rules, and jurisdiction and venue for all claims shall be held in accordance with Schedule 2. The United Nations Convention on Contracts for the International Sale of Goods shall be inapplicable hereto.

## **17. ARBITRATION AND DISPUTE RESOLUTION**

### **A. Management Resolution**

In the event either Party has a dispute or claim against the other Party, the disputing Party shall provide written notice to the other Party per Section 14 (Notices). The Parties agree to escalate disputes (other than invoice disputes) to their respective management, who will use commercially reasonable efforts to resolve the dispute by consulting with each other in good faith to reach an equitable resolution satisfactory to both parties within thirty days of the receipt of notice. Neither Party shall pursue or commence proceedings regarding the dispute in any court, administrative arbitral, or other adjudicative body prior to engaging in such consultations and negotiations.

### **B. Binding Arbitration**

If negotiations fail to resolve the dispute within thirty days, and/or small claims court is not a valid option due to the size or nature of the claim, all disputed claims (except for claims relating to Intellectual Property Rights, indemnity, or confidentiality obligations, fraudulent or unauthorized use, theft, or piracy of service, or matters relating to injunctions or other equitable relief) must be resolved by binding arbitration before a single arbitrator, in the English language. This agreement to arbitrate is intended to be given the broadest possible meaning under applicable law. The initiation of an arbitration dispute shall not otherwise prevent Vonage or Customer from terminating Services in accordance with the Agreement.

### **C. Location and Procedure**

A Party who intends to seek arbitration must first send to the other Party a written notice of dispute per Section 14 (Notices), which must describe the nature and basis of the dispute and set forth the specific relief sought. The arbitration location and arbitration organization will be according to the terms of Schedule 2, based on the principal business location of Customer. The amount of any settlement offer made by Customer or Vonage shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Customer or Vonage is entitled. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with this Agreement. The prevailing Party in any action or proceeding to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

## **D. Jury Trial and Class Action Waiver**

Subject to applicable law, each Party waives its right to a trial by jury for claims subject to arbitration hereunder. The arbitrator may award relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. The arbitrator may not award special, indirect, punitive, incidental or consequential damages. CUSTOMER MAY BRING CLAIMS AGAINST VONAGE ONLY IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT AS A CLAIMANT / PLAINTIFF, CLASS MEMBER OR GROUP ACTION IN ANY PURPORTED CLASS OR GROUP ACTION OR REPRESENTATIVE PROCEEDING AND CUSTOMER EXPRESSLY WAIVES ITS RIGHT TO BRING A CLASS OR GROUP ACTION SUIT. The arbitrator may not consolidate more than one person's or entity's claims and may not otherwise preside over any form of a representative or class proceeding.

## **E. Equitable Relief**

Notwithstanding the foregoing, each Party shall be entitled to enforce its Intellectual Property Rights and seek equitable relief in any court of competent jurisdiction at any time.

# **18. MISCELLANEOUS**

## **A. Entire Agreement; Headings**

This Agreement constitutes the entire agreement between Customer and Vonage with respect to the Services, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between the Parties with respect thereto. The section and paragraph headings in the Agreement are for convenience of reference only and shall not affect their interpretation. No oral or written information or advice given by Vonage or its employees and other representatives will create any obligations or warranty on behalf of Vonage unless otherwise agreed in a writing signed by an authorized Vonage representative. Any purchase orders, confirmations, payment documentation, or other terms provided by Customer, even if signed by the Parties after the date hereof, shall have no force or effect. In the event that the Parties have executed versions of the Agreement drafted in more than one language, the English language version shall govern and prevail. Customer represents that Vonage has made no commitments or promises orally or in writing with respect to delivery of any future features or functions. In relation to any future features or functions, all presentations, RFP responses, and/or product roadmap documents, information or discussions are informational only and are not the basis for, nor part of this Agreement or any Sales Order.

## **B. Modifications and Waivers**

Except as expressly provided elsewhere in the Agreement, the Agreement may not be changed or modified, nor may any provisions hereof be waived, nor may any consent or confirmation be considered to have been given, except by an agreement in writing signed by the Party against whom enforcement of the change or modification is asserted, and any such modification, change, waiver, consent, or confirmation on Vonage's behalf may only be given by an authorized signatory of Vonage. The failure of either Party to exercise in any

respect any right provided for herein shall not be deemed a waiver of any other rights hereunder.

### **C. Severability**

If any provision of the Agreement, or any part thereof, is found to be unenforceable or invalid, that provision will be (to the minimum extent necessary) replaced by a valid and enforceable provision the effect of which comes as close as possible to the intended economic effect of the unenforceable or invalid provision, so that the Agreement will otherwise remain in full force and effect.

### **D. Force Majeure**

Neither Party is liable for any failure of performance (other than for delay or performance in the payment of money due and payable hereunder) to the extent such failure is due to any cause or causes beyond such Party's reasonable control, including acts of God, fire, explosion, vandalism, adverse weather conditions, governmental action, acts of terrorism, strikes and similar labor difficulties, war, pandemic, sabotage, or denial of service attacks. Neither Party's invocation of this clause will relieve Customer of its obligation to pay for any Services actually provided or permit Customer to terminate any Services except as expressly provided herein. The affected Party shall make all reasonable efforts to mitigate the effects of the force majeure event on the performance of its obligations under this Agreement.

### **E. Relationship of the Parties; No Third-Party Beneficiaries**

The relationship of the Parties shall not be that of partners, agents, or joint venturers for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between the Parties for any purpose. Vonage and Customer are independent contractors and shall discharge their contractual obligations at their own risk subject to the terms of the Agreement. Except as explicitly stated herein, nothing in the Agreement shall confer upon any third parties any rights, benefits, or remedies.

### **F. Assignment**

This Agreement inures to and is binding upon the Parties' successors and permitted assignees. Neither Party shall assign the Agreement without the other Party's prior written consent, not to be unreasonably conditioned, withheld or delayed; provided that such assigning Party may, without consent, but with reasonable prior written notice, assign its rights and obligations hereunder to any parent, affiliate, or subsidiary of such assigning Party or pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets; provided, further, that with respect to an assignment by Customer, (i) the successor shall not provide services that compete with Vonage; (ii) the successor must be at least as creditworthy as Customer, as reasonably determined by Vonage; (iii) the successor shall agree in advance and in writing to assume and be bound by all provisions of the Agreement, and shall deliver to Vonage upon request fully-executed documents reasonably acceptable to Vonage establishing the terms of such an assignment; (iv) such assignment may not constitute or result in a violation of applicable

trade control, export, or other law; and (v) Customer shall remain liable for all of Customer's obligations that accrued prior to such assignment. Any assignment by a Party other than as permitted by this section shall be void and of no force or effect.

## **G. Trade Compliance**

By using the Services, Customer represents and warrants that (i) its use of the Services will not violate any embargoes, sanctions, trade restrictions, or similar restrictions issued by any applicable governmental entity; and (ii) Customer, its Affiliates, and its Authorized Users have not been designated by any applicable government or any government agency as a prohibited or restricted party under any trade restrictions, export laws, or the like. Customer shall not use the Vonage Website or Services for any purpose prohibited by applicable law, including the development, design, manufacture, or production of missiles, or nuclear, chemical or biological weapons. Customer may not use, export, re-export, import, or transfer any technology or data related to the Services except as authorized by the Agreement and all applicable laws, rules, and regulations.

## **H. Government Terms**

If Customer is an agency, department or other entity of any government, then any use, modification, duplication, reproduction, release, performance, display, transfer, or disclosure of the Services and accompanying documentation shall be governed solely by this Agreement. Any other use shall be prohibited and no other rights are granted.

## **I. Authority and Execution**

Each Party represents that (i) it has full authority to enter into and perform under this Agreement; (ii) the person accepting the Sales Order(s) and any other applicable documents on its behalf is properly authorized; and (iii) it has read the Agreement, understands it, and agrees to be bound by all of its terms, conditions, and provisions. This Agreement shall become effective upon Acceptance of a Sales Order. Electronic Acceptance of Sales Orders and any other applicable documents, and the incorporation by reference of this Agreement into all applicable documents shall be deemed valid, binding and enforceable by and against both Parties.

## **J. Basis of Bargain; Failure of Essential Purpose**

Customer acknowledges and agrees that Vonage has established its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability and the warranty disclaimers set forth in this Agreement, and that they are an essential basis of the bargain between the parties and are material terms of this Agreement. The Parties agree that the limitations and exclusions of liability and warranty disclaimers specified in this Agreement will survive and apply even if found to have failed their essential purpose, and Customer hereby waives its right to contest the enforceability of any provision of this Agreement by reason of such failure.

## **K. Export Compliance**

The Services and any derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on the United States' government denied-party list. Additionally, the Customer shall not permit its Authorized Users to access or use the Services while located in a United States embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any United States' export law or regulation.

## L. Order of Precedence

In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (a) the DPA and BAA (if applicable); (b) the Sales Order; (c) Product-Specific Terms (where relevant); (d) the Service Descriptions and Service Level Agreement (if applicable); (e) this Agreement; (f) the Statement of Work (if applicable).

## M. Choice of Language

Each Party hereby confirms its express wish that this Agreement and all related documents be prepared in the English language only.

## N. Survival

Survival. The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.

# SCHEDULE 1

## Definitions

**"Acceptance"** of an Sales Order (or "Accepts" or "Accepted") shall mean (a) with respect to the Customer: (i) clicking a box indicating acceptance; (ii) executing a Sales Order, amendment or Change Order, (iii) using Vonage's online portal to order Services; (iv) conveying Sales Ordering instructions to Vonage followed by implementation of such Sales Order instructions; (v) using free or N/C Services; and (b) as to Vonage, the written or electronic confirmation of its acceptance of an Sales Order.

**"Account"** means the numbered account established with Vonage and associated with Customer and the Services provided to Customer under this Agreement.

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means a Sales Order, this Agreement, and all applicable documents incorporated by reference and/or mutually Accepted by the Parties, which shall collectively form a legally binding agreement.

**"AUP"** means the Acceptable Use Policy accessible [here](#).

**"Authorized User"** means the authorized individual accepting this Agreement on behalf of Customer, and to whom Vonage has supplied a user identification and password. Authorized Users may include, for example, employees, consultants, contractors and agents of Customer and its Affiliates, and third parties with which Customer authorizes to access Customer's Account and use the Services.

**"Change Order"** means any mutually agreed change to a SOW affected by a Change Order form, signed by the Customer and Vonage detailing the relevant change.

**"Charges"** or **"Subscription Charges"** means the charges and fees payable under this Agreement.

**"Customer"** means the customer identified in the Sales Order.

**"Customer Data"** means all data, information or material submitted by the Customer or the persons to whom the Customer Data relates, or Authorized Users to the Subscription Services, in connection with Customer's use of the Services.

**"Customer Equipment"** means any equipment, software, software data storage, systems, cabling or facilities provided by the Customer and used directly or indirectly with the Services.

**"Customer Location"** means the physical location(s) where the Services are provided.

**"Effective Date"** means the date of acceptance or execution of the applicable Sales Order.

**"Initial Term"** means the initial term of the Subscription Services as stated on a Sales Order.

**"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**"Marketplace"** means an online exchange, catalogue or marketplace of applications, sponsored or operated by Vonage, that interoperate with the Services.

**"Other Data"** means information obtained by Vonage from publicly available sources or its third-party content providers and made available to Customer through the Services, Beta Services or pursuant to a Sales Order.

**"Payment Terms"** means the period of time Customer is required to remit payment for an invoice in full, without deduction or set-off, as stated in the Sales Order.

**"Professional Services"** means the set-up, installation, configuration and other professional services identified in a Sales Order (and more fully described in an applicable SOW) that are to be provided by Vonage in connection with the Subscription Services.

**"Professional Service Fees"** means the fees for the Professional Services as set out in the Sales Order.

**"Renewal Term"** means the period immediately following expiration of the Initial Term which is the same duration as the Initial Term except as otherwise set forth in the Sales Order or amendment.

**"Sales Order"** means the Vonage Services ordering document, electronic or paper format, (together with any schedules), accepted by Customer and Vonage detailing the specific products and Services purchased by the Customer. By entering into a Sales Order Customer agrees to be bound by the terms of this Agreement.

**"Service Description"** means individually or collectively the documentation that describes the Subscription Services.

**"Services"** or **"Subscription Services"** means all products, software and services provided under this Agreement (including Vonage Equipment) that are ordered by Customer, which are provided on a recurring or subscription basis, and for which the Customer pays one or more Charges, and that are provided by Vonage as detailed on the Sales Order. Services exclude non-Vonage products and services and Other Data.

**"Shipping and Handling"** means any fees and costs payable by Customer to Vonage in connection with packaging, shipping, or processing Vonage Equipment or purchased equipment to a Customer Service location.

**"Software"** means proprietary software (including documentation relating to such software) owned or licensed by Vonage, or which Vonage has a right to sublicense under this Agreement, which software is either provided to Customer under this Agreement or is used by Customer in connection with the Services.

**"Statement of Work"** or **"SOW"** means the document signed by Parties which describes the Professional Services to be provided.

**"Subscription Services Invoicing Frequency"** means the intervals at which Vonage will deliver its invoices for Subscription Charges as detailed on the Sales Order.

**"Subscription Term"** means the term of the Subscription Services and shall include the Initial Term together with any Renewal Term. The term of Subscription Services shall be as specified in the applicable Sales Order.

**"Subscription Service Term Start Date"** means the date that the Account is created, Customer has platform access, the subscription licenses are first made available (activated), and the Subscription Term and payment obligation for the Subscription Services commences.

**"Taxes and Fees"** means those country, province, federal, state, or local taxes, including without limitation, use, sales, value-added, privilege, or other taxes, levies, imports, duties, fees, surcharges, governmental assessments, and withholdings assessed against Customer or the Subscription Services, equipment purchases and Professional Services. Taxes and Fees do not include Vonage fees, recovery fees and surcharges that may be imposed on specific Services, and which are described in the applicable Sales Order and/or Invoice.

**"Usage Charges"** means the variable, usage-based charges payable by the Customer for connected minutes of telephony not falling within a relevant bundle of pre-purchased connected minutes of telephony or other monthly recurring charges for Services including



minutes of telephony, or for SMS texts (if any) at the rates set out in the applicable Service Description or as otherwise defined in the Agreement.

**"Vonage"** means the Vonage business entity identified on the Sales Order.

**"Vonage Content"** means all content made available by Vonage through the Vonage Website or the Services.

**"Vonage Business Communications Services" or "VBC Services"** means the telephony, conferencing, messaging and related Subscription-based services.

**"Vonage Contact Center Services or VCC Services"** means the contact center services provided by Vonage.

**"Vonage Equipment"** means all equipment that is used, leased or otherwise provided by Vonage to Customer for use in connection with the Services, including phone hardware (e.g., phones, routers, switches, SD-Wan devices, and battery backup). Vonage Equipment does not include Customer Equipment or Third-Party Equipment.

**"Vonage Website"** means the website set forth at <https://www.vonage.com/> and/or other localized Vonage website as may be available or applicable in certain countries, through which Vonage's products and services are described, as well as the online administrative portal through which Customer manages the Account and/or can make additional purchases for the Account.

## SCHEDULE 2

### Vonage Contracting Entities, Governing Law, Venue

Customer Domiciled In	Supplier Contacting Entity	Address For Notices	Governing Law	Courts Having Exclusive Jurisdiction	Arbitration Association and Place of Arbitration
Europe, Middle East or Africa	Vonage Business Limited, a company registered in England and Wales. Registered Number: 3602868	Legal Department, Vonage Business Limited Rosalind House, Jays Close, Basingstoke, Hampshire, RG22 4BS, UK	England	England	London Court of International Arbitration (LCIA) having its seat of arbitration in London
North America or South America	Vonage Business Inc., a company	Legal Department, 23 Main Street, Holmdel, NJ 07733	Delaware	Delaware	American Arbitration Association

	registered in the United States of America. Registered Number: 4437638	Email: <a href="mailto:LegalNotices@Vonage.com">LegalNotices@Vonage.com</a>			
The Asia Pacific Region	Vonage Australia Pty Ltd, a company registered in Australia. Registered Number: 153693326	Legal Department, Level 12680, George Street, Sydney, NSW 2000, Australia	New South Wales, Australia	New South Wales, Australia	The Institute of Arbitrators & Mediators Australia having its seat in Sydney

### SCHEDULE 3

#### Country-Specific Terms

The following additional terms and conditions ("Country-Specific Terms") shall apply if and to the extent the Customer is domiciled under the laws of one of the countries listed below. In the event of a conflict between the Country-Specific Terms and the other provisions of the Agreement, the Country-Specific Terms shall prevail.

#### **Australia**

Except to the extent permitted by law, nothing in this Agreement has the effect of excluding, restricting or modifying:

1. The application of any Consumer Guarantee that applies to the supply of the Services ("Consumer Guarantees" means, if applicable to the Parties, the consumer guarantees in Division 1 of Part 3-2 of the Australian Consumer Law);
2. The exercise of a right under any Consumer Guarantee that applies to the supply of the Services; or
3. Any liability of Vonage for a failure to comply with a Consumer Guarantee that applies to the supply of the Services.
4. To the extent permitted by law, Vonage's liability for breach of any Consumer Guarantee is limited,

at the Vonage's option to:

- i. the re-supply of the Services that breached the Consumer Guarantee; or
- ii. the payment of the cost of having those Services supplied again.

## **Belgium**

Customer may terminate a Sales Order for convenience at any time, provided that (a) if Customer terminates the Sales Order for convenience prior to the end of the sixth month of the Subscription Service Term, it shall be liable to Vonage for all Charges that would have been due under the applicable Sales Order through the end of the sixth month of the Subscription Service Term; and (b) Customer shall not be liable for any early termination charges if it terminates the Sales Order for convenience on or after the end of the sixth month of the Subscription Service Term.

## **Canada**

Each Party hereby confirms its express wish that this Agreement and all related documents be prepared in the English language only. Les parties reconnaissent avoir exigé que le présente convention et tous les documents connexes soient rédigés en anglais seulement.

## **European Union**

The following terms ("EU Terms") shall apply to the extent the Customer is organized under the laws of a Member State of the European Union.

1. Changes to the Agreement. A unilateral change to the Agreement by Vonage shall be effective thirty days after Vonage provides notice to Customer. If Customer reasonably objects to such change and such change is not to the exclusive benefit of Customer, it may terminate the Agreement by providing notice of termination to Vonage no later than thirty days following Vonage's notification of the change to Customer.
2. Use of Customer Data. Customer shall ensure that Vonage is enabled to use all Customer Data (including content) necessary to provide the Services).
3. Primary Characteristics of Services. The primary characteristics of the Services will remain available to the Customer during the Subscription Service Term of the Agreement.
4. Waiver of Certain Provisions of the European Electronic Communications Code. If Customer is a microenterprise, small enterprise, or not-for-profit organization (as defined under European Union law), it hereby explicitly waives the applicability of sections 102, 105, and 107 of Directive 2018/1972 of the European Parliament and of the Council of December 11, 2018 establishing the European Electronic Communications Code ("EECC"), and any Member State law or regulation implementing these EECC provisions.

## **Germany**

Customer may dispute an invoice by providing written notice within eight weeks after receipt. Handling of the dispute shall be in accordance with the German Telecommunications Act.

## **Sweden**

1. Limits on Usage Charges. Customer may at any time during the Term, free of charge, request the Services be suspended when call and other charges have reached an amount specified by Customer. The specified amount may be amended by Customer without additional charges.
2. Blocking High-Cost Calls. Customer may at any time during the Term, free of charge, request that numbers with elevated calling fees be blocked.

## **The Netherlands**

No limitations on liability shall apply to losses arising from Vonage's deliberate recklessness or intentional misconduct.

## **United Kingdom**

### **1. Waiver of Certain Provisions of the European Electronic Communications Code.**

If Customer is a microenterprise, small enterprise, or not-for-profit organization (as defined under European Union law), it hereby explicitly waives the applicability of sections 102, 105, and 107 of Directive 2018/1972 of the European Parliament and of the Council of December 11, 2018 establishing the European Electronic Communications Code ("EECC"), and any Member State law or regulation or the UK General Conditions of Entitlement (GCs) implementing these EECC provisions.

### **2. Emergency Services.**

2.1 For Customers accessing the Telephony Services via a VBC-UK Plan; where such service is fully operational, 999/112 public emergency call services can be accessed from within England, Wales, Scotland and Northern Ireland. However, the Customer understands and acknowledges that Users may experience some service limitations as follows:

2.1.1 If using the Telephony Services outside England, Wales, Scotland and Northern Ireland a User will not be able to call emergency services for the country in which the User is located. The Customer is responsible for ensuring that a line from another communications provider is set up to call emergency services within the relevant country.

2.1.2 If there is a Telephony Service outage for any reason, such outage may prevent access to 999/112 dialing.

2.1.3 The Customer must register with the Supplier the primary physical location where it will be using the Telephony Service. The Customer's main location will be registered as a part of receiving the Telephony Service. It is the Customer's responsibility to maintain the accuracy of its location address if there are any changes. The Customer can do this by telephoning the Supplier's support team on 0800 316 1317 or +44 207 760 8888. If the Customer fails to update the Supplier with changes, it may or may not be possible for emergency operators and authorities to identify the User's location and phone number when he/she dials 999/112. Location information of the Customer's main office (as

notified) will only be provided to emergency services; extension information may not be provided to emergency services. When dialing 999/112, the User will need to state his/her location and phone number promptly and clearly, as emergency operators and authorities may not have this information.

2.1.4 Emergency operators and authorities may or may not be able to identify the User's phone number in order to call the User back if the call is unable to be completed, is dropped or disconnected, or if the User is unable to speak to state his/her phone number and/or if the Telephony Service is not operational for any reason. Emergency operators and authorities may also not be able to hold the line open in the event that the User hangs up.

2.1.5 The Customer agrees to inform Users and potential users of the Telephony Service of the above limitations and understands and accepts that it should always have an alternative means of accessing 999/112 emergency services.

2.1.6 If the Supplier has cause to suspend the Telephony Service, a User will still be able to dial 999.

2.2 Outbound dialling to emergency services is not available if the Telephony Services are accessed via the Vonage Contact Centre contact-pad (which is the interface used by Authorized Users providing voice capabilities, features and functions).

2.2 Outbound dialing to emergency services is not available if the Telephony Services are accessed via the Vonage Contact Centre contact-pad (which is the interface used by Authorized Users providing voice capabilities, features and functions).

### **3. Number Porting.**

3.1 Although unlikely, number portability (which is the process for moving Customer's telephone number from one communications provider to another) may not be possible. If the Customer wishes to port its telephone number to the Supplier or its telephone number from the Supplier to another provider, the Supplier cannot guarantee that the Customer will be able to retain its telephone number.

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## **ACCEPTABLE USE POLICY**

Updated June 18, 2021

This Acceptable Use Policy (“AUP”) governs use of Vonage’s networks, services, systems, websites, software, hardware, and products (collectively, “Services”) by Vonage’s customers (“Customers”) and their authorized users (collectively, including Customers, “Users”). Upon any violation or reasonably suspected violation of this AUP, Vonage shall be entitled to immediately suspend provision of the Services in a manner reasonably tailored to address the potential harm. Customer shall immediately report any violations of this AUP to Vonage and cooperate with Vonage to investigate and remedy such violations.

Users shall not, and shall not authorize, encourage, assist, or enable any other party to engage in, any of the following in connection with the Services:

### ***General Prohibitions***

- Violating applicable laws or regulations.
- Using the Services in a manner that may expose Vonage or its suppliers to civil or criminal liability, or regulatory enforcement.

### ***Activities Impacting Security or Reliability***

- Damaging, interfering with, overburdening, or otherwise adversely impacting the availability, reliability, or stability of the Services or third-party systems or networks.
- Attempting to circumvent or break any security mechanism of the Services, or using the Services in a manner that poses a security or other risk to Vonage, Vonage’s suppliers, any User of the Services, or any third party.
- Benchmarking, tampering with, unauthorized testing of, reverse-engineering, decompiling, or otherwise using the Services in order to discover limitations or vulnerabilities, or evade filtering capabilities.
- Using the Services in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft

navigation or communication systems, air traffic control, or other devices or systems in which malfunction of the Services would result in foreseeable risk of injury or death of the operator of the device or system, or to others.

### ***Protecting Individuals' Rights***

- Engaging in fraudulent, deceptive, inaccurate, or misleading activity with respect to third parties (including impersonation of identity or identifiers such as phone numbers or email addresses) or otherwise bypassing legitimate identification systems.
- Using the Services to harvest or otherwise collect information about individuals, including email addresses or phone numbers, without their explicit consent or under false pretenses.
- Engaging in spamming, or other unsolicited, unwanted, or harassing advertising, marketing or other activities, including any activities that violate applicable anti-spamming, data protection, or privacy laws and regulations, including, but not limited to, the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, the Telephone Consumer Fraud & Abuse Prevention Act, the Children's Online Privacy Protection Act, or the Do-Not-Call Implementation Act.
- Failing to obtain any legally required consent from applicable third parties (or, where required, their parents, representatives, or guardians) for the collection, use, and disclosure of the third parties' personal data as described in the [Privacy Policy](#).
- To the extent that the Services are used to record or monitor calls or other communications, failing to comply with all applicable laws related thereto, including securing any required prior consents.

### ***Telecommunications-Specific Limitations***

- Violating applicable standards, policies, or guidelines published by generally-recognized industry associations, such as, but not limited to, the Cellular Telecommunications Industry Association (including the [CTIA Short Code Monitoring Handbook](#) and [Messaging Principles and Best Practices](#)) and the Canadian Wireless Telecommunications Association (including the [Canadian Common Short Code Application Guidelines](#)).
- Violating telecommunications provider or other service provider requirements as communicated by Vonage.
- Using long virtual numbers or voice numbers to receive messages for the purposes of identity verification, bulk messaging, automated

messaging, messages using automated dialing, or pre-recorded messaging, and the like.

- Forwarding from a virtual number to a dead endpoint (*i.e.*, if User forwards from a virtual number, User must make a reasonable attempt to receive or answer the message or call, as applicable).
- Artificially inflating traffic (*e.g.*, generating traffic that has been artificially increased to boost the revenue of an entity or network without offering any real benefit to the originator of the call), including inducement of third-party inbound calls or calls to toll-free numbers without a legitimate business purpose.
- Having a high volume of unanswered phone calls, or phone calls (including text-to-speech communications) that are less than twelve seconds in length.
- Using long virtual numbers provided by Vonage as identifiers for outbound calls, SMS messages, or other communications sent through providers other than Vonage.
- Transmitting caller or sender identification for outbound communications via the Services where the originating User's right to use such identification has not been validated.

### ***Inappropriate or Harmful Content***

Using, storing, uploading, downloading, submitting, transmitting, distributing, or facilitating the distribution of, any information that contains "inappropriate content," including, but not limited to, content that:

- May be considered libelous, slanderous, defamatory, threatening, sexually explicit, vulgar, profane, obscene, offensive, abusive, malicious or otherwise harmful to any person or entity, constitutes or promotes "hate speech," or is otherwise discriminatory based on race, sex, creed, religion, nationality, disability, sexual orientation, language, or age.
- Contains fraudulent offers for products or services, or any advertising or promotional materials that contain deceptive, false, or misleading statements, representations or claims, or false or inaccurate data, including the fraudulent use of credit cards.
- Contains or transmits viruses, Trojan horses, worms or any other malicious, harmful, or deleterious programs, or similar destructive programming routines.
- Promotes, markets, or otherwise relates to illegal activities or terrorism.



- Infringes on, misappropriates, dilutes, or violates any intellectual property rights or other rights of third parties, including but not limited to trademark, copyright, patent, trade secrets, rights of publicity, and rights of privacy.
- Constitutes or relates to “adult services” or content of an adult nature, including, without limitation, content that contains or depicts nudity, contains or depicts sexual activity, except where appropriate age-gating functionality has been implemented, such content is otherwise legal in the applicable jurisdiction, and only to the extent approved by Vonage.
- Comprises or promotes alcohol, firearms, or tobacco content, except where appropriate age-gating functionality has been implemented and such content is otherwise legal in the applicable jurisdiction.
- Contains sensitive financial or identification information or documents.
- Contains “protected health information” as defined by the United States’ Health Insurance Portability and Accountability Act of 1996 as amended, except in connection with and in compliance with an active Business Associate Agreement with Vonage, or as covered by the “conduit exception” or other applicable exception to requiring a Business Associate Agreement.

### ***API Platform-Specific Limitations***

In connection with the API Platform Services only:

- Offering or purporting to offer any services that allow the User to connect with emergency services personnel or public safety answering points such as 911, E911 services, or local equivalents.
- Bundling, aggregating or otherwise combining in any way any messages originating from any other telephone number, or engaging in group messaging; each number shall only be used for messages originating and terminating to such single, unique telephone number.
- Reselling, sublicensing, renting, or time-sharing the Services or any portion of the Services (including, without limitation, data received through the Number Insight or Verify Services) without Vonage’s express and specific prior written consent.
- Making the Services available to anonymous users; or failing to obtain, maintain, or (upon Vonage’s request) provide to Vonage, reasonable “Know Your Customer” information in compliance with applicable law for each User, including for each User (whether an individual or legal entity) at least its name, address, verified e-mail address, method of payment, and payment information, and where the User is a legal

entity, the User's state or country of formation, contact person, and company registration number.

- Sending a substantial amount of voice traffic, as reasonably determined by Vonage, only to specific regions or number ranges within a country in a manner that would cause Vonage to incur material costs beyond those incurred by Vonage when sending similar quantities of voice traffic equally spread across all regions and number ranges within such country.
- Using the Services in any manner that results in charges to Vonage by third parties, such as originating access charges, dip charges, collect calls, calls made to NPA-976-XXX or 900-XXX-XXXX numbers, or any other number or service where the calling party is billed for the call by the calling party's provider on behalf of the terminating provider or its customer; or otherwise calling or sending messages to premium number ranges without Vonage's prior written consent in each instance.
- Violating country-specific requirements and restrictions for SMS Services ([here](#)) or voice Services ([here](#)).

### ***Applications Services-Specific Limitations***

In connection with the Application Services only:

- *Removing or Blocking Communications.* Vonage may remove or block communications including calls to certain countries determined solely by Vonage if Vonage suspects a violation of this AUP, or if Vonage deems it necessary in order to protect the Services, Vonage's network, employees, Users or third parties from harm, fraud, and/or if required by applicable law. Vonage may take such action without advance notice if required to protect Vonage and other Users in Vonage's sole discretion. Any permitted removal of blocks to certain countries requires a written waiver of liability by Customer.
- *Fair and Reasonable Use.* Vonage's business service plans and features are for normal, reasonable business use and consistent with the types and levels of usage by typical customers on the same business calling plan. "Typical" refers to the calling patterns of at least 95% of Vonage's business Customers on the same business calling plan. Certain calling and messaging plans, including unlimited calling and messaging plans, are designed for normal commercial use and are not intended to represent typical usage by unique organizations such as call centers (unless purchasing the Vonage Contact Center Services), resellers, fax messaging services, telemarketing firms, or for use without live dialog, such as transcription services, intercom or monitoring services. Unauthorized or excessive use beyond that

normally experienced by other Vonage customers may cause extreme network capacity and congestion issues and interfere with Vonage's network and the third party networks with which Vonage connects for call initiation and completion services.

- *Evaluation of Usage.* The following is a non-exhaustive list of impermissible uses under Vonage's calling plans that are considered outside of normal use, whether obtained directly from Vonage, an authorized reseller, or from a co-branded Vonage partner:
  - Resale to others;
  - Without live dialog, including use as a monitor or for transcription purposes;
  - Iterative dialing;
  - Fax broadcast or fax blasting;
  - Telemarketing uses not pre-approved by Vonage in writing, further subject to compliance with applicable laws;
  - Bulk call-in lines (*e.g.*, customer support or sales call centers unless Customer has purchased the Vonage contact center service, "hotlines," 900 numbers, sports-line numbers, *etc.*); and
  - Call or contact center uses not used in conjunction with Vonage pre-approved contact center systems or software platforms, or not otherwise pre-approved by Vonage in writing.
- *Review of Usage.* Vonage reserves the right to review usage of the Services to ensure that Users are not abusing or excessively using the Services.
- As a guide, in combination with other factors as described herein, Customer may be considered to be in violation of this AUP when any of the following occur:
  - Aggregate outbound domestic long-distance calling exceeding 3,000 minutes per Unlimited Extension or Premier seat per month pooled across all customer Unlimited Extension or Premier seat lines;
  - Non-Bundled Toll-Free Number (TFNs): Aggregate inbound domestic toll-free calling exceeding 500 minutes per Unlimited Extension toll free number or Premier seat toll free number per month pooled across all customer toll free number lines;
  - Bundled TFN: The monthly TFN minutes and charge for the bundled TFN service is determined based upon the bundle package purchased by Customer. If Customer's usage exceeds the bundled minute allotment, Customer will be charged a \$0.037 USD/minute overage charge;

- Facsimile pages exceeding 500 pages pooled across all customer facsimile lines per month (excluding Personal Fax); or
- Personal facsimile pages exceeding 500 pages per personal fax line per month (assigned to a single extension).

If Customer's usage is excessive or abusive based on the above, Vonage reserves the right to charge, and Customer agrees to pay, a per minute fee as follows:

- Outbound domestic long-distance calling - \$0.03 USD per minute
- Facsimile pages - up to \$0.06 USD per facsimile page
- Bundled TFN - \$0.037 USD/minute
- Flat Rate/Unbundled TFN - \$0.06 USD/minute

Vonage will afford Customer the opportunity to correct abnormal usage patterns, but if Customer fails to immediately conform to normal use after Vonage's notice, Vonage reserves the right to charge the above-reference usage amount(s), and Vonage may exercise its right to transfer Customer's service to a more appropriate calling plan, charge applicable rates for that plan, implement other limitations, or suspend or terminate the relevant Vonage Services pursuant to this AUP and the Service Terms.

- *Prohibited Use.* In addition, the Services may not be used for any of the following prohibited uses (which are in addition to the other prohibited uses under this AUP or otherwise applicable to the Services):
  - Spamming or blasting (e.g., sending one hundred (100) or more bulk and/or junk voicemail or faxes simultaneously);
  - Bulk call-in lines (e.g., customer support or sales call centers unless Customer has purchased the Vonage call center service, "hotlines," 900 numbers, sports-line numbers, etc.);
  - Auto-dialing or "predictive" dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place outbound calls); or
  - Use an email box exclusively as storage space for data.

Vonage reserves the right to review Users' accounts at any time for potential abuses of this AUP. Vonage may determine abnormal or abusive usage as stated herein. If Vonage determines that Users have violated this AUP, Vonage may invoice the Customer and Customer shall pay a per-minute or per-page fee for excessive use as described above.

- *Backup Wireless Service.* Any Backup Wireless Service offered by Vonage is not intended to be used as Customer's primary internet

access source. It is to be used only as a backup/failover service in the event Customer's primary internet connectivity is materially degraded or unavailable. In the event Vonage determines that Customer is utilizing the Backup Wireless Service as primary access and not as a backup service (whether or not such plan contemplates overage charges), Vonage reserves the right to suspend or terminate such Service with prior written notice to Customer, and Customer shall be liable for all costs and charges associated with any such use, including any overage and other charges and costs incurred by Vonage. Vonage also reserves the right to throttle or reduce Service as needed due to Customer's recurring overages or prohibited use or in order to protect its network, its obligations to its wireless carriers and mitigate its costs, which may adversely impact Customer's other Vonage Services, in which case Vonage shall not be liable to Customer for such impacts or be subject to service credits or Customer's termination rights on account of such actions. Vonage shall not be responsible for any Service issues arising from such improper use including but not limited to service level credits, outages and degradation of call quality.

- SMS/Texting. (for customers who signed up on or after July 1, 2022). SMS/Texting provided by Vonage is not meant to be unlimited, and Vonage is now required to comply with the new 10 DLC requirements, which includes placing a daily limit on the amount of SMS/Texting messages that is available to ensure the highest speed and deliverability of messages possible. 10 DLC stands for 10 Digit Long Code. It is the new standard for A2P messaging in the US, which applies to all messaging over 10 digit geographic phone numbers. Major US carriers have announced their requirements for SMS A2P (application-to-person) messaging using 10 digit geographic numbers, also known as 10 DLC. This new standard provides many benefits to our users including supporting higher messaging speeds and better deliverability. As part of Vonage's compliance with this new requirement, Vonage is limiting the number of SMS/Text messages to 2,000 messages/day per Customer account. If you require additional SMS/Text messages capacity, please contact Vonage Support to increase your daily limit.

7/1/2022, 6:45:14 AM



# Service Description for Vonage Contact Center Bundled with VBC - formerly CXCloud Portfolio (US Region)

Effective: July 23, 2022

Version: VG7.0CXCEX-US

The information contained in this Service Description is subject to periodic revision and Customers are advised to check that no later version is available. This version supersedes all previous versions. This Service Description includes references to trademarks, service marks, service or trade names, logos, product names, or designations of Vonage Holdings Corp. and its affiliates in the United States and/or other countries. References to Salesforce, Amazon Web Services, AWS, PCI Pal, Verint/Monet, CloudApps and SuMo are the trademarks, service marks, service or trade names or product names of their respective owners in the United States and/or other countries.

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## Overview of this Document

This document covers all services that are included in **Vonage Contact Center (VCC) Bundled with Vonage Business Communications (VBC)**, formerly referred to as “CX Cloud” or “CXCloud” or CX “Cloud Portfolio”, and currently sold under the product names, *VCXC-CX Cloud Express* and *VCXC-CXCloud Elevate*.

Services include: features and functions of the contact center solution hosted on the VCC Platform; user subscriptions to the VCC Agent; and a description of the Professional Services Scope.

## Overview of Vonage Contact Center Bundled with VBC

### Vonage Contact Center Portal (VCC Portal)

The VCC Portal is the interface that administers and maintains the Customer’s VCC account. It includes the following components:

Vonage Contact Center Platform	<ul style="list-style-type: none"> <li> <p>• <b>Skill Levels - (as part of User Admin)</b>                      Manage and assign skills to users (agent users only), including deletion of skills that are no longer in use. Administrator users have the ability to determine and assign skills to users at a level from 1 through 10 with “1” being a low skill level and “10” being the highest level of skill. The VCC platform then assigns an interaction to the most appropriate available user based on the interaction’s mandatory and optional skill requirements and the skill levels of available users. Administrator users can utilize the Routing Simulator to work out optimal configurations for their business needs. “Static Skill Tagger” is available for all package levels, whereas “Dynamic Skill Tagger” is only available for Select packages and above.</p> </li> <li> <p>• <b>Virtual Queues</b>                      Administrative component to create and edit virtual queues agreements. Allowing interactions to be routed based on predefined service level agreements (SLAs), report on queue segments, and broadcast waiting interactions to agents Can be used in conjunction with the feature “SLA Optimizer ”, if enabled, for Customer VCC Account.</p> </li> <li> <p>• <b>Dashboard</b>                      Dashboards provide a near real-time, intraday, display of insights into the VCC Account’s activity. Dashboards are made up of various visual components (widgets in the form of lists, tables, charts, bars, lines, etc.) that represent past and current activity in the VCC Account. Queue data is</p> </li> </ul>
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available up to the last 24 hours and can be presented by Skill (individual and combination), Media Type, or Queue. Agent data is available up to the last 12 hours and includes agent count aggregation for agent status, group, and location.

Included in Premium, Select and Unlimited Packages is the External Data Integration for Dashboards. This option enables mapping of contextual data from third-party sources, including Salesforce, or any web services connection supported through the Data Connector applet in Interaction Architect to Insights Stats. This data is mapped to the Interaction Details metrics in Dashboards and is available for inbound interactions that go through an Interaction Architect interaction plan.

Option to make a dashboard “public” and share its URL with agents.

- Real Time  
Real-time portal for monitoring and managing calls, queues, service levels, agent states and group states.
- Architect (Interaction Plans)  
Design call flows using VCC applets, announcements, timetables, IVR Menus, CTI Routers or Integration APIs for third parties. Enhanced features include:
  - Delete All Protection:  
When selecting more than nine (9) applets for deletion, the user is required to confirm the deletion by typing “Delete”.
  - Visible Line Names in addition to the number.
  - Editing of Shortcodes
- Manager (Interaction Plans)  
Manage addresses / telephone lines and interaction plans, and mappings between them. Administrator users use Interaction Plan Management alongside Interaction Architect to configure inbound interaction workflows. Features include:
  - Destination mapping
  - Interaction plan versioning
  - Controlled testing environment
  - One-click roll on/roll off
  - Transferable interaction plans
- Stats and Reports  
View and report on contact center statistics in tabular or graphical format online or via scheduled email reports. Export of the raw statistical data.
- Analytics  
View and create custom reporting on historical VCC account’s activity. Get insights from default dashboards provided by Vonage, to answer the most common questions when running Contact Center. Create custom dashboards tailored to your specific needs.
- IVR Data Collector  
Definition of where to save information that callers provide (IVR slots). Such information may include the caller's DTMF input in the IVR and/or a voice recording. Input options are: Single digit, String of digits, or Audio. This data is only retained for 30 days.

- Interaction Content search  
Access to all interaction content (including call recordings) including search and filter capabilities based on dialed number, caller's number, agents involved, date, etc.
- Audit Log  
View system activity including log in attempts, applet updates, and user administrative changes.
- Right to be Forgotten  
The General Data Protection Regulation (GDPR) requires Data Processors to provide methods to their customers (the Data Controllers, the Vonage Customers) to remove all personal data from the applications and systems. Vonage Customers have the ability to delete personal data from their VCC account using the "Right to be Forgotten" option which removes selected call recordings, their meta data including call transcriptions in all VCC databases and anonymizes matching identifiers in the VCC statistics tables. **At present, it is not possible to exercise the The Right to be Forgotten option to delete or anonymize data that is imported onto the VCC Platform from a third-party database using the Data Source Mapping functionality. Use of Data Source Mapping is at the Customer's sole option and is configured by the Customer's Administrator user.**
- Configuration (Account Settings)  
Set PIN numbers for the telephone numbers associated with the Customer VCC Account. Configuration of various outbound call settings, account location and default display format for telephone numbers. Setting of the VCC Account's API key. Generation of a VCC Account's API authentication token. Access to Password Management (enhanced with Summer '20), Short Codes and Agent States configuration areas.
- User Admin  
Area within the VCC Account in which Customers create, edit and delete users. It includes:  
Configuration of individual users, groups, skill levels, and schedules for (auto) logout, Configuration of multiple users (using bulk actions), Bulk permissions for Supervisor users, Automatic creation of new VCC users from existing Salesforce users accounts, Import and export of multiple users from or to a CSV file, Editing multiple users from a CSV file, Configuration of various timeouts or thresholds for agent users and voice-enabled users at account or group level, Add and remove agents, groups, or schedules, Addition and clearing of all agents with a single click.
- User Access  
Manage individual User access rights to the key modules of VCC.

## Features and Functionality

Availability of a certain feature or functionality depends on the package and user type the Customer has subscribed to.

Feature Name/Functionality	Description	Elevate	Express
Absolute Priority	Ability to prioritize specific interactions in the Universal Contact Distributor (UCD) by setting an absolute priority. Higher priority calls are prioritized regardless of other settings within the VCC.	X	X
Agents API	See section “Agents API” below.	X	
Agent Session Management	Ability to put the agent’s state into “No Answer” after which a call cannot be delivered to them. The agent remains in “No Answer” until the state is manually changed to “Ready.”	X	X
Analytics	<p>Ability to report on historical VCC account’s activity. VCC built-in reach reporting capabilities on the data powered by Insight Stats and User Admin APIs. Analytics is integrated with a Business Intelligence (BI) tool called Looker and uses its embedded view. The recent interaction and agent presence data is available with a two-hour delay. Access for users is license controlled, with license types of view and create. All Administrators by default are assigned with view access.</p> <p>Key features of Analytics include, but not limited to:</p> <ul style="list-style-type: none"> <li>• part of basic offering</li> <li>• default out of the box reports provided by Vonage</li> <li>• ability to create detailed custom dashboards to answer specific use cases</li> <li>• scheduled email reporting to unlimited recipients</li> <li>• possibility of deep analysis thanks to information about every single individual event that occurred for an agent or in the interaction</li> </ul>	X	X
Announce Place in Queue	Ability to announce a caller’s place in the queue including ability to customize the audio files used when playing the announcement to callers.	X	X

Audible Personal Call Notification	Audible notification of a call received in the user's personal queue (PQ).	X	X
Automatic Call Recording (for Click-to-Dial)	Ability to automatically/dynamically record a call based on Salesforce data such as a country code, area code, or other Salesforce field(s) when executing a click-to-dial out of Salesforce.	X	X
Automatic Call Recording (using APEX)	Ability to systemically control outbound call recording based on data in Salesforce using a prefix of the dialed number (such as area code or country code), a specified field value within the object being called from - via custom APEX coding.	X	X
Built-In Reports in Salesforce	VCC includes 12 standard reports and 2 dashboards within Salesforce which provide basic historic contact center metrics.	X	X
Call Control	<p>Ability for a user using the ContactPad to execute call control functions:</p> <ul style="list-style-type: none"> <li>• Putting a caller on hold (caller will hear on-hold music if configured)</li> <li>• Consulting with a third party (other ContactPad users, or non- VCC users via off-system numbers) Consult refresh allows users to update the consult list at will.</li> <li>• Consult Group Select: search for and view agents within a specific group</li> <li>• Three-way Conferencing (caller, ContactPad user and one third party)</li> <li>• Transferring a caller to a third party (another queue, other ContactPad users or non-VCC users via off-system numbers)</li> </ul> <p>VCC default on-hold music: VCC on-hold music was created in-house and is therefore in the ownership of and an asset of Vonage Limited. The music can be played in any country and will not be subject to any infringement claim by a third party.</p>	X	X
Call History	Provides visibility to all missed calls from the user's personal queue (PQ) in ContactPad including initiating a click-to-callback.	X	X
Call Overflow to 3 <sup>rd</sup> Parties	Ability within the IVR/ACD call flow to systemically direct an inbound call to an external phone number.	X	X
Call Recording	Ability to record a conversation between a user (with voice) and a telephone caller or called party. VCC includes pause/resume options – on an account or user level, single-sided (agent-side only) recording and pause recording when consulting with 3 <sup>rd</sup> parties.	X	X

	If the account is enabled to automatically pause/resume recording when going on/off hold, agent users no longer need to manually pause and resume if/when they go on hold.		
Call Recording Access for "Agent" users	Ability for users to listen to either all call recordings within the Customer's VCC Account, or only their own. Users of type "Agent" are not able to edit or delete the recordings.	X	X
Data Retention (formerly known as Call Recording Retention)	See "Service Description for VCC Data Retention" <a href="#">here</a> <sup>1</sup> .	X 90 Days	X 30 Days
Call Recording Player with Annotation	<p>Playback including the ability to annotate call recordings with comments against the time of the recording that it relates to.</p> <p>Playback capabilities include:</p> <ul style="list-style-type: none"> <li>• Play recording</li> <li>• Rewind or fast-forward recording by 10 seconds</li> <li>• Rewind or fast-forward to a specific place in the recording</li> <li>• Pause recording playback</li> <li>• Mute recording playback</li> <li>• Download recording</li> </ul> <p>Note: Existing customers using the legacy version of the embedded recording player with annotation capabilities will be grandfathered into this new version.</p>	X	X
Call Recording Player	<p>Ability to play back a call recording in the VCC Portal. Playback capabilities include:</p> <ul style="list-style-type: none"> <li>• Play recording</li> <li>• Rewind or fast-forward recording by 10 seconds</li> <li>• Rewind or fast-forward to a specific place in the recording</li> <li>• Mute recording playback</li> <li>• Download recording</li> </ul>	X	X
Call Steering	Routing of inbound calls using simple menu tree(s) in a DTMF-based only IVR. Does not include any dynamic routing based on other data such as DNIS, ANI/CLID, or CRM data.	X	X
Configurable Call Recording	Ability to pause and resume the call recording as well as configuring the system for single or double-sided recording.	X	X

<sup>1</sup>

<https://www.vonage.com/content/dam/vonage/us-en/legal/service-descriptions/SD-for-VCC-Data-Retention.pdf>

<p>ContactPad</p>	<p>Interface to use the VCC user's (with voice capabilities) features and functions. Available in stand-alone mode or integrated into business applications.</p> <p>In stand-alone mode, it is accessible via the VCC Portal.</p> <p>Additional features include:</p> <ul style="list-style-type: none"> <li>• Personal queue notifications in the ContactPad, available with Select package and above;</li> <li>• Consult to queue (requires Salesforce Omni-Channel Presence Integration);</li> <li>• Softphone pop-out in Salesforce Lightning;</li> <li>• Increased list of interactions for which an agent is considered eligible.</li> </ul> <p>VCC is not a general-purpose telephony platform (known as Interconnected VoIP and Multi Line Telephone System in the US) and does not support calls to informational or emergency services numbers (for example, N11 numbers in the US). Destinations and numbers that are considered high risk of fraud are also blocked by default (see "<a href="#">Service Description for Telephony and Messaging Services<sup>2</sup></a>").</p> <p>Customers must put in place appropriate arrangements that are separate and unrelated to VCC for contacting emergency services (e.g., using a landline, mobile or IP phone) if this is required by local regulations.</p> <p>For Omnichannel: All active interactions are displayed within ContactPad; clicking on an interaction will focus the ContactPad controls on that interaction and pop the related object in Salesforce.</p>	<p>X</p>	<p>X</p>
<p>ContactPad Presence</p>	<p>ContactPad displays to users their own current presence status and therefore their availability to handle new interactions.</p>	<p>X</p>	<p>X</p>
<p>Contextualized Notifications &amp; ContactPad Call Data</p>	<p>Administrators have the ability to configure context data to notifications and queued calls within ContactPad. As soon as a call is queued, context data will be visible as well. Any interaction data that exists for the call can be used in the notifications, including data retrieved from CRM.</p>	<p>X</p>	<p>X</p>
<p>CRM Auto-Sync</p>	<p>Automatic tracking and logging of interactions in a CRM system.</p>	<p>X</p>	

<sup>2</sup>

<https://www.vonage.com/content/dam/vonage/us-en/legal/service-descriptions/SD-for-VCC-Telephony-and-SMS.pdf>

<p>Data Connector (Self-Service with Salesforce and Microsoft Dynamics)</p>	<p>Ability to retrieve and/or update data via Web Services based on the table below:</p> <table border="1" data-bbox="461 289 1083 464"> <thead> <tr> <th>Interface</th> <th>Retrieve Data</th> <th>Update Data</th> <th>Delete Data</th> </tr> </thead> <tbody> <tr> <td><b>Web Services</b></td> <td>Yes</td> <td>Yes</td> <td>Yes</td> </tr> </tbody> </table> <p>Includes a Data Connector Test Tool. Supported Web Services methods: GET, POST, DELETE, HEAD, PATCH and PUT.</p>	Interface	Retrieve Data	Update Data	Delete Data	<b>Web Services</b>	Yes	Yes	Yes	<p>X</p>	
Interface	Retrieve Data	Update Data	Delete Data								
<b>Web Services</b>	Yes	Yes	Yes								
<p>Disaster Recovery</p>	<p>Ability to switch from the primary to the secondary node within a VCC regional cloud.</p>	<p>X</p>	<p>X</p>								
<p>Dynamic Announcements</p>	<p>Ability to configure certain Interactive Voice Response (IVR) components to dynamically identify required audio files that are uploaded to a specified data center location at <i>run time</i>.</p>	<p>X</p>									
<p>Dynamic Announcements for UCD</p>	<p>Ability to configure certain Universal Contact Distributor (UCD) components such as announcements and queue music to dynamically identify required audio files that are uploaded to a specified data center location at <i>run time</i>.</p>	<p>X</p>									
<p>Dynamic Menu Enablement</p>	<p>Option to enable “Barge-In” in the Data Announcer applet: callers can press any key on their telephone keypad to skip the remainder of an announcement and any following announcements. The key that the caller presses is logged and used by the first subsequent applet that uses or collects keypad tones.</p>	<p>X</p>									
<p>Dynamic Overflow Routing</p>	<p>VCC intelligently recognizes when certain configurable limits and SLAs for inbound call handling are exceeded including configurable limits for estimated wait times. The system will then route calls to selected other groups of users.</p>	<p>X</p>									
<p>Dynamic Personal Queues</p>	<p>Ability to dynamically route an interaction to the VCC User’s personal queue rather than a queue staffed by multiple users (by using the user’s agent ID from Salesforce).</p>	<p>X</p>									
<p>Dynamic Routing</p>	<p>Dynamic routing of inbound calls and Salesforce cases based on data in third party systems and/or Salesforce data found in objects and fields such as a Lead Owner or Account Owner, Case Status, Contact Level, etc. This includes data retrieval via Web Services.</p>	<p>X</p>									
<p>Dynamic Skill Tagger</p>	<p>Ability to assign skills based on data from third party applications and/or Salesforce.</p>	<p>X</p>									
<p>Dynamic Voice Message Settings</p>	<p>Ability to dynamically select an individual end user’s email address to forward a recorded voice message to as well as for the end user to record a personalized greeting.</p>	<p>X</p>									

Emergency Call Routing	Ability to remotely activate an alternative call flow for inbound calls by dialing into the VCC Account and selecting a different call flow from a set of predefined call flows.	X	
Call Logging and Disposition Code (without any CRM Integration)	<p>Ability for an administrator to enable and define - and for an agent user to set - a disposition code for an inbound call in the ContactPad. This option is separate from “Log A Call and Enforced Disposition Code” in conjunction with Salesforce.</p> <p>Customers have the ability to use both types of dispositioning on their accounts, with disposition code captured in ContactPad being included in the Insights Stats API. Reporting of disposition codes is included in the VCC Dashboards.</p>	X	X
Equal Call Distribution	<p>Ability to distribute calls more equally. These two types of equal call distribution are available:</p> <ul style="list-style-type: none"> <li>• Random With random call distribution, VCC allocates the calls on a random basis.</li> <li>• Agent waiting longest since inbound call This method distributes inbound calls to all agents evenly.</li> </ul> <p>VCC has the ability to disregard personal calls when calculating the time since an agent's last inbound call.</p>	X	X
External Data Integration for Dashboards	See section “Vonage Contact Center Portal” above.	X	
Extended Agent Presence	Ability for a ContactPad user to see the other users’ statuses (Available now, Interruptible, Logged in, Logged out) when transferring a call or consulting during a call.	X	X
Extension Dialing (Phase 1)	Ability to dial a number followed by an extension using click-to-dial or the dialer. Once the number has been dialed and the user is successfully connected, the user can dial the extension manually. This includes linking the call to the appropriate Salesforce record.	X	X
Flexible Working	Ability to change the telephone number in the ContactPad Settings at any given time by the user. This is the telephone number that rings, when an incoming call is routed to this user.	X	X
Group Overflow	Ability to assign interactions to agent users in each group, in turn, only attempting the next group after the specified overflow time.	X	X
Intended State	An intended state is the state an agent wants to be in after their current interaction (other than the “Ready” state). Agents can change their intended state while in a “Busy” state. Agents will be put into that intended state either when they have saved a disposition code (if Enforced Disposition Code is enabled) or when “Automatic Wrapup” ends (if Enforced Disposition Code isn’t enabled).	X	X



Insights Stats API	See section “Insights Stats API” below.	X	
Interaction Content API	See section “Interaction Content API” below.	X	
Interactions API	See section “Interactions API” below.	X	
Interaction Claiming	Ability for users to temporarily claim an interaction in the queue within ContactPad. This means that even if that interaction is not next in the queue, the user can designate it as the next interaction for them (providing they get to it before their claim ends; otherwise, it will return to the queue).	X	
Leave Voice Message	Ability for the caller to leave a voice message within VCC. An email containing the link to the left voice message is then sent to third party solutions with noreply@cc.vonage.com as the sender’s address.	X	X
Multilingual Dynamic Announcements	Ability to convert text to speech within the Interactive Voice Response (IVR) call flows during run-time, leveraging AWS’s “Amazon Polly” services. The list of supported languages and female/male voice talents can be found here: <a href="https://aws.amazon.com/polly/details/#features_voices">https://aws.amazon.com/polly/details/#features_voices</a> .	X	
Multiple/Flexible Outbound CLIDs	Ability for users to select the CLID that is displayed to the called party when placing an outbound call.	X	X
Omnichannel/Unite	Ability to blend routing of telephone calls, Salesforce cases and live agent chats; multiple route support for external routing based on a VCC skills-based workflow.  Agents capacity can be configured to control the number of simultaneous interactions they can handle, ensuring that each agent’s occupancy is filled to their optimal load prior to routing interactions to the next agent.  Multiple Route Support for External Routing	X	
Personal Queues (PQ)	Ability to route an interaction to the VCC User’s personal queue (PQ) rather than a queue staffed by multiple users (scripted, not using dynamic queuing).  With ‘PQ Calls in Any State’ callers are routed through to a PQ to an agent regardless of the agent user’s state including an “unavailable” state.	X	
Personal Queue (PQ) Decline	Ability for a user to decline the call in their personal queue (PQ) and allow it to be routed to an alternative answering point such as another user or their voicemail.	X	

Post Call Survey	Ability to present a post-call survey to the caller or called party at the end of an inbound call. Components of a post-call survey include: single or multiple digit data entry, and one audio data entry (voice recording).	X	
Post Call Quality Rating	Ability for users to provide a single overall rating (good or bad) at the end of a call that then maps to an Opinion Score (a whole number between 1 and 5). Opinion Scores can be averaged into Mean Opinion Scores (MOS) based on multiple users, interactions, a location, and the entire VCC account. The Opinion Scores and MOS are available in VCC Dashboards and Statistics alongside the data from 'Report Audio Problems'.	X	X
Priority Call Handling	Priority Call Handling allows VCC Users to place their current call on hold in order to receive a second call, enabling them to alternate between the two calls without losing call control functionality for either call.	X	
Queued Callback	Ability for callers to drop from the inbound call queue while retaining their position in the queue (aka "virtual hold"), and then being contacted by the first available agent user. Both the caller's original waiting time and all skills, agreements, and data sources associated with the original call are maintained.  The Queued Callback applet allows for the customization of the presented calling line ID (CLID) when VCC makes a callback to a virtually queued contact. The CLID can be dynamic or static and has to be a phone number provisioned by Vonage that is associated with the account or where ownership and proper usability has been verified.	X	
Queue Notifications (Multiple Users)	Priority call notification for any priority call that users are eligible to receive.	X	X
Record Owner Routing Account Owner Routing	Ability to route inbound calls to the record owner as listed in the CRM object including Account, Lead, Contact or custom objects.	X	
Report Audio Problems (formerly "Call Quality Logging")	Ability for a user using ContactPad to flag a call with call quality issues from within the ContactPad. VCC users can: <ul style="list-style-type: none"> <li>Specify the type of problem being experienced, e.g. too loud, too quiet, echo, distortion, background noise, delay, or other. The button can be used multiple times in a single call.</li> <li>View reports of audio problems for inbound calls in Dashboards</li> </ul>	X	X

	Retrieve the audio problems reports through an API		
Self-Service IVR	With Elevate Package: Full transactional IVR using Data Connector (retrieve, update and delete options), Router, IVR Collect Digit String, and Data Announcer applets in Interaction Architect.	X	
Set Agent State on Screen Lock	Ability for Agent Users to automatically define their state when their computer is locked.	X	X
SLA Optimizer	Ability to optimize the routing decisions for incoming calls to achieve predefined service level agreements (SLAs) configured for a group of interactions. This is on a 24-hour basis.	X	
Stop Recording on Transfer	Ability to stop the call recording when a call is transferred outside the VCC platform (external transfer / off-system transfer).	X	X
Supervisor Monitoring	Ability for Supervisor users to silently monitor a conversation between an Agent user and the 2 <sup>nd</sup> party. Includes the ability for the Supervisor user to establish a three-way conference call between the Agent user and the 2 <sup>nd</sup> party.	X	X
User Admin API	See section “User Admin API” below.	X	
Vonage Business Cloud (VBC) Integrated Experience	<p>Integrated Experience provides integration between VCC &amp; VBC that provides contact center agents that use both VCC and VBC with the following;</p> <ul style="list-style-type: none"> <li>• Consistent user experience (UX) with the capability to control calls from a single user interface (UI)</li> <li>• A single contact directory that includes all VCC agents &amp; VBC end users</li> <li>• Aggregated availability between VCC &amp; VBC (AKA Presence Integration)</li> </ul>	X	X
Visual Engagement (Video and Screen Sharing)	<p>Ability for an agent to initiate a video meeting with screen share capabilities. Whilst engaged with a visual engagement interaction, the agent’s capacity will show as occupied and their state will reflect that they are busy.</p> <p>The agent will be able to share a unique meeting URL which will allow the customer to join on a laptop or mobile device.</p> <p>Visual engagement interaction data is available over the insights API, dashboards and advanced reporting.</p>	X	X
Visual Voicemail	Ability to record an outgoing greeting when callers leave a voicemail message for an individual user. Users can view and listen to any left voicemail messages from within the ContactPad.	X	X

Voicemail Drop	Ability to leave a pre-recorded message with the called party (typically when the VCC User reaches the called party's voicemail).	X	X
Voicemail Accessibility	Ability for users to receive an email when callers left a voice message. The user can also remotely access the voicemail without needing to use the ContactPad.	X	X
Whisper Coaching	Ability for supervisor users to whisper information to agent users actively on a call. Only the agent user will hear the whisper message.	X	X

## APIs

### Insights API

VCC's Insights APIs is a set of Stats API endpoints that can be used to share detailed historical data with third party applications. The Insights Stats API includes the following data endpoints that can be polled once every 15 minutes per endpoint:

- Agent Activities
- Agent Status
- Interactions
- Queue Times
- Call Connect Router data

Current version is *Version 3*.

### Insights API Real-Time Integration

Insights API Real-Time Integration authorizes the use of the Insights API for Real-Time usage, such as for a Real-Time Adherence integration with WFM systems or other integrations requiring sub-15 minute access rates. With this, Insights APIs can be accessed as frequently as once every 5 seconds per endpoint. This was previously called Real-Time API Access for WFM.

### User Admin API

The User Admin API provides read access to VCC user configuration details such as skills, groups, phone numbers, and other individual user settings. This API can be polled once every 15 minutes.

### Interaction Content API

The Interaction Content API provides the ability to search for interactions with content, such as call recordings or transcripts, and then download that content. This API can be called at a rate of 30 requests per minute.

## Interactions API

The Interactions API provides the ability to invoke an interaction plan with the VCC platform. This is most commonly used to route cases, chats or emails managed in a third-party system (such as a CRM). If configured, the API can callback to a defined API, providing updates on interaction progress within the VCC platform. This API can be called at a rate of 3 requests per minute.

## User Types

Each user type for VCC Bundled with VBC - Express and VCC Bundled with VBC - Elevate is only available on a 'named' basis. A named user is a user subscription that is exclusively assigned to a single individual who can be configured in an Agent, Supervisor, or Administrator role within the application (see table below):

User Type	Description
Agent	A user subscription for an individual using the VCC Bundled with VBC family of products and ContactPad with its features and functions as they pertain to handling incoming or outgoing customer interactions for a business or business unit as well as common agent tasks within a contact center.
Supervisor	A user subscription for an individual using the VCC Bundled with VBC family of products with its features and functions as they pertain to supervisory functions including but not limited to these VCC Portal components: <ul style="list-style-type: none"> <li>• Dashboards</li> <li>• Real Time</li> <li>• Stats and Reports</li> <li>• Call Recording</li> <li>• System Settings (read only)</li> <li>• User Administration/Admin (read only)</li> </ul>

Administrator	<p>A user subscription for an individual using the VCC Bundled with VBC family of products with its features and functions as they pertain to administrative functions including but not limited to these VCC Portal components:</p> <ul style="list-style-type: none"> <li>● Skill Management</li> <li>● Dashboards</li> <li>● Real Time</li> <li>● Interaction Architect</li> <li>● Stats and Reports</li> <li>● IVR Data Collector</li> <li>● Call Recording</li> <li>● System Audit</li> <li>● System Settings</li> <li>● User Administration/Admin</li> <li>● User Access</li> </ul>
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## Professional Services Scope

### Introduction

This Scope of Services forms a part of the Agreement between the Supplier and the Customer. Following receipt of the signed Sales Order, the Supplier will assign to the Customer a professional services consultant who will be responsible for the project management and implementation of the agreed Professional Services hours as outlined herein.

This project is a Fixed Price Project plus any applicable Travel and Living (T&L) Expenses. This also assumes Customer’s timely adherence to the implementation plan. Customer delays may result in additional professional service fees.

Notable Features/Functions/Services	Constraints/Exceptions/Notes
DID calls	DID calls are handled by VBC and are not processed through VCC
VCCPlatform Reports (historical data)	Includes Reports per the Service Description above. Customers may build more themselves and will be trained in how to do so via one Admin Training session.
Location	The scope of services is to deliver a solution to users in one physical site.
VCC Platform Dashboards (real-time data)	Includes Dashboards per the Service Description above. Customers may build more themselves and will be trained in how to do so via one Admin Training Session.

Administrative	Administrative training is provided in a single half-day session performed remotely.
User Training	Agent and Supervisor Training is provided on a Train-the-Trainer model where Vonage provides 1 session of each Agent and Supervisor Training. Training sessions are delivered remotely or on-site depending on the delivery type the Customers has subscribed to.
Phased Project Deployments	Out of Scope. The project is to deliver all functionality in scope in one contiguous set of activities/milestones.
Weekly Status Meetings	A 15 to 45 minute weekly call from the start of the project until go-live as needed
Solution Design Workshop	Solution Design Workshop is a half-day Design Session performed remotely.
System Production Deployment	Vonage VBC (UC platform) and VCC solution (VCC/ACD/IVR platform) will go into production concurrently.

## Implementation Milestone and Task Summary

Milestone	Key Activities	Relative Week #	Notes
Preparation	Prep & Project Kick-off Call	Initiation	
Provisioning	Port/Provision Phone numbers Provisioning-Create VBC and VCC Accounts	Starts after Preparation and extends throughout project	
Design	Solution Design Workshop Diagram Call Flows Refine Project Timelines	1	Admin training and configuration is able to begin when approval for Design is agreed upon.

Configuration	Admin Training Configure VBC Configure VCC Prompts/Announcements	2,3	Customer to provide announcement and prompt audio recordings prior to UAT.
Testing	User Acceptance Testing (UAT)	3	Customer responsibility for which the Customer's System Administrator(s) and business users are creating use cases and test plans, and are executing test cases. This is supported by Vonage. Training and Go-live are able to be progressed to upon Customer approval of successful UAT.
Training	Agent Training Supervisor Training	4	Training for agents (users) and supervisors is performed via a Train-the-Trainer model where a Vonage Professional Services Trainer will provide one training session of each to Customer's Trainer(s).
Go-Live	Production Usage Reports Support Transition	4	
Post-Go-Live PS Service	Post Go-Live advisory services Handover to Support	5,6,7	

## Professional Services Additional Scope and Fees

Feature/Function Enablement	Description
Vonage Turn-key User Training	Option for customers' wanting Vonage to provide all supervisor and agent training in contrast to the standard Train-the-Trainer model. Subject to scoping and additional fees
Custom Reports	Subject to scoping and additional fees



Phased and multi-site Project Deployment	Subject to scoping and additional fees
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## Technical Prerequisites for VCC

Please refer to the Technical Prerequisites which can be found [here](#)<sup>3</sup>.

## Assumptions and Constraints

Except as explicitly stated within this document as exceptions, the following Assumptions and Constraints apply:

- Customers will designate 1 to 3 project team members to be performing the role of System Administrator and take an active role in the System Administration training and having ownership for system configuration as guided by the Vonage Professional Services Consultant.
- All Services are performed remotely unless otherwise specified.
- Services that involve telephony infrastructure changes, may be dependent on a Site Readiness Survey. and the joint Solution Design Workshop (SDW) with Customer. Accordingly, the timeline may be modified to incorporate changes based upon an executed Change Control Form (see section below).
- Please note that the timeline in the table above is provided as a general framework and estimate. The timeline(s) will be further specified between the assigned Vonage Professional Services Consultant/Project Manager and the Customer’s project manager upon initiation of the project and further, upon completion of each Milestone.
- It is critical to the success of the solution and overall integrity of the project schedule that key project tasks have specific durations as well as specific beginning and end dates as defined by the relative week boundaries. These dates are referred to as “time-boxes”, and it is assumed that Activities and Deliverables will be completed within the specified duration, and are contiguous business days within each Milestone, except for Provisioning and Post Go-Live Support. The actual dates will be determined at project initiation as part of the project plan development.

## Project Roles

Vonage assigns Professional Services resources for delivery of the project. The following describes the project roles resources provided from the Customer and from Vonage. One resource may assume one or more project roles.

Role	Description
Vonage Project Manager	The Vonage Project Manager will own the success of the implementation project from the point of the formal Kick-off meeting

<sup>3</sup> <https://newvoicemedia.atlassian.net/wiki/spaces/DP/pages/100697150/Technical+prerequisites>

	<p>to the successful go-live and, then transition the Customer to Product Support and Account Management. Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Meeting coordination</li> <li>• Vonage resource coordination</li> <li>• Project Scope outline and adherence</li> <li>• Project plan tracking</li> <li>• Project change control</li> <li>• Status reporting</li> <li>• Communication and resolution of project issues</li> </ul>
<p>Vonage Project Consultant</p>	<p>The Vonage Project Consultant is the applications expert who will work with customers through the Solution Design Workshop to accurately and thoroughly document the detailed requirements. The Project Consultant will create interaction designs that will take your unique business requirements and marry them with the features of the Vonage solution(s), as described in this SDD here.</p> <p>The Project Consultant is also the technical expert responsible for translating the detailed call and work flow designs into the specific configuration for the Customer.</p> <p>The Consultant will also provide more in-depth Administrator training.</p>
<p>Vonage Network Consultant</p>	<p>The Vonage Network and Telephony Consultant is responsible for performing Site Readiness Survey(s) (SRS). This will involve testing any applicable existing phone systems, and local and wide area network(s) to ensure we can provide good quality on your voice delivery.</p>
<p>Vonage Customer Trainer</p>	<p>The Vonage Customer Trainer is responsible for conducting the agent and supervisor training and will ensure that the customer has all the key information that will enable him to be self sufficient post training.</p>
<p>Customer Project Manager</p>	<p>Customer Project Manager will have ownership of the project success from the Customer perspective and will work hand-in-hand with the Vonage Project Manager to ensure project success. Will provide the single point of contact for key information and technical resources within Customer organization. Will ensure the timely completion of all deliverables from your organization.</p>
<p>Customer Business Owner / Customer Business Analyst</p>	<p>Customer Business Owner provides specific knowledge in relation to business requirements, both current and anticipated, critical success factors, and key performance indicators. Will be responsible for</p>

	research related to the contact center and for ensuring completion of user testing activities.
Customer Telephony Specialist	Customer Telephony Specialist facilitates and supports the Vonage team in any telephony related topics such as provisioning end-user phone numbers and porting/pointing of phone numbers. Ensures that all necessary preparation work is complete in accordance with the overall project schedule.

## Change Control

Modifications to the requirements or scope of the overall service should be discussed and agreed by a Customer representative and the Vonage Professional Services Consultant (or other Vonage representative) via a change control form (below) to manage the impact of the timescale and cost of the implementation. Changes to this Scope may result in additional fees.

Change Control Form Form for use in the event of a change to the Scope, Time periods or Costs contained in the Statement of Work (SOW) between <Customer> and Vonage	Change Request No.	
	Date	
Description and Objective of Proposed Change:		
Cost Implications (fixed and/or recurring) Additional to the Initial Agreement: Date: Description: Value (\$):		
Responsibilities for the Implementation of the Proposed Change:		
Time Impact, Duration and key Milestones for the Proposed Change:		
Vonage Professional Services:		

Name:	Date:
Change Request Refusal/Acceptance:    Accept <input type="checkbox"/> Refusal <input type="checkbox"/>	
Company:  Name:	Company:  Name:
Refusal Reasons:	



## VONAGE UNIFIED COMMUNICATIONS EMERGENCY SERVICES DISCLOSURE NOTICE AND ACKNOWLEDGMENT

This Emergency Services Disclosure Notice and Acknowledgement ("Emergency Services Acknowledgement") is agreed, acknowledged and accepted by Customer in connection with Customer's purchase and use of Vonage's Unified Communication ("UC") Service (the "Services" or the "UC Services"). The Services are governed by the Vonage UC Terms of Service Agreement, which can be found at <https://www.vonage.com/legal/unified-communications/tos/global-vbc-tos/> ("Service Terms"). Any capitalized terms not otherwise defined in this Emergency Services Acknowledgement shall have the meanings ascribed to such terms in the Service Terms. In the event of any conflict between this Emergency Services Acknowledgement and the Service Terms, this Emergency Services Acknowledgement shall control.

Emergency services may be accessed by using special dialing codes; the codes may vary by country. At the end of this document, Country specific codes are provided.

The English language version of this document will govern.

### IMPORTANT EMERGENCY SERVICES INFORMATION

Non-availability of traditional phone emergency calling service: Vonage emergency service dialing is a mandatory component of the Vonage Voice over Internet Protocol ("VoIP") UC Service. The Vonage emergency dialing service enables Customers to communicate with emergency services by dialing the applicable code (the codes by Country are listed in the Appendix below). However, the Vonage emergency dialing service is different in important ways from traditional landline and cellular/wireless emergency services dialing, depending upon where the Customer is located, and the device used with the Vonage UC Service. Most Vonage customers (including Softphone and Desktop app users) have access to the Vonage emergency services dialing. Customer agrees to notify any user or potential user of the UC Services who may place calls using Customer's Services of the emergency services limitations described herein. If applicable, Customer agrees to place a label on and/or near each telephone or other Customer Equipment on which the Services may be utilized regarding the limitations or unavailability of emergency dialing.

### Emergency Services Dialing and Limitations



pressing the call and immediately come to the local emergency center to enable emergency operators to send help and to call the Customer back, if necessary.

**Basic Emergency Service.** Customers in locations in which the emergency center is not equipped to receive the Customer's telephone number and/or address, Vonage has what's referred to as basic emergency service ("Basic Emergency Service"). With Basic Emergency Service, the local emergency operator answering the call may not have the Customer's call back number and/or exact location. Therefore, the Customer must be prepared to give his/her telephone number and address to the emergency operator. Until the Customer gives the requisite call back and location information to the emergency operator, the emergency operator may not be able to dispatch help or return the Customer's call. This is especially the case if the call is not completed or forwarded, is dropped or disconnected, or if the Customer is unable to speak.

**No Access to Either Enhanced or Basic Emergency Service.** Certain Customers may not have access to either Enhanced or Basic Emergency Service. If the Customer does not have access to Basic or Enhanced Emergency Service, the Customer's emergency call will be sent to a national emergency call center, if available within the country. In such a case, a trained agent at the emergency call center will ask the Customer for his/her name, telephone number and location and will then contact the local emergency center for such location in order to send help. Examples of situations where emergency services calls will be sent to the national emergency call center (if available) include when there is a problem validating a Customer's address, or the Customer is located in an area that is not covered by an emergency services network.

**Deskphone, Desktop or Softphone App or Mobile Phone App Emergency Calls.** If the Customer uses a Vonage-provided Deskphone, or Desktop or Softphone app, or the Vonage UC mobile phone app, emergency calls will be routed to the local emergency center serving the emergency location that is associated with the Deskphone, or Desktop or Softphone app, or mobile phone app. Therefore, if the Customer is using the Deskphone, or Desktop or Softphone app, or mobile phone app in a nomadic manner (e.g., from a hotel, from a home office, etc.), the Customer must update the emergency services location on an ongoing basis to ensure that emergency services calls will be sent to the appropriate local emergency center that serves the then current Customer location.

**CX Cloud ContactPad.** The CX Cloud ContactPad solution should not be used for emergency services calls; its outbound call flow operation does not enable calls to be routed to emergency services. Emergency calls should be made using the Vonage-provided Deskphone, or Desktop or Softphone app, or the mobile phone app.

**Mobile Applications.** The Vonage mobile application is not a replacement for a cellular service. However, this does not prevent Customer using a mobile phone for making emergency calls via the cellular provider as normal. If Customer dials or texts the



**Automated Number Identification:** Due to limitations at PSAPs, it may not be possible for the PSAP and the local emergency personnel to identify Customer's telephone number (or the number assigned by Vonage) when Customer dials the emergency services number via Vonage's emergency service. PSAP and emergency personnel may be unable to identify Customer's telephone number in order to call Customer back in the event that an emergency call is unable to be completed, is dropped or disconnected, or if a caller is unable to speak to provide the telephone number from which the caller is calling, and/or if the Service is not operational for any reason including, without limitation, the reasons and situations listed elsewhere in this Acknowledgement.

**Automated Location Identification.** Due to limitations at PSAPs, it may not be possible to transmit identification of the Customer physical location address to the PSAP and local emergency personnel for Customer's area when Customer or any caller at Customer's premises dials Emergency Services. A caller must state the nature of the emergency promptly and clearly, including the caller's specific physical location, as PSAP and emergency personnel may NOT have this information. PSAP and emergency personnel may not be able to find a caller's location if the call is unable to be completed, is dropped, or disconnected, or if the caller is unable to speak to provide the location from which the caller is calling and/or if the Service is not operational for any reason including, without limitation, those reasons and situations listed elsewhere in this Acknowledgement.

**Remember to provide accurate and updated physical location:** Because a VoIP phone can be moved between locations and for technical reasons the emergency operator may not have the Customer's name, location or contact information available, Customer must immediately inform the emergency operator of the location of where the call is being made, as well as the contact particulars any time a call is made to the emergency services operator. Otherwise there is a risk that the police or ambulance service may be sent to the wrong location.

**Registered Location Required:** Upon creation of the Customer account, Vonage initially assigns all extensions and devices to the physical street address on file for the Customer. Prior to Service activation, the Superuser or Administrator shall: (i) register additional emergency services locations where the UC Services are to be used, as necessary; and (ii) assign all Customer devices to such emergency services locations. In some cases, one extension may have multiple devices, and each such device needs to be assigned an emergency services location. An account Superuser or Administrator may register multiple emergency services locations per account and assign all active extensions and devices to such emergency services locations. Individual end users may assign and re-assign their current location(s) on an as-needed basis. The Customer agrees to ensure that the physical location(s) provided to Vonage are correct, and to immediately update such location(s) whenever the physical location(s) of the devices change. If a device will be used in a different or new location, a Customer administrator or Superuser must create and/or register the location for the device. If Customer does not register the new location, any



...ation, which could take away customer (i) acknowledges and understands that any location information passed to emergency personnel by Vonage will be based upon the physical location information provided by the Customer and (ii) agrees to promptly assist Vonage with validating an emergency services location address that has been rejected by the emergency services provider. The Customer will receive a confirmation email when the emergency services location has been validated for: (i) the initial registered location; and (ii) for any subsequent locations submitted by the Customer.

**Failure to designate and identify the correct physical address:** Customer's failure to provide and keep current Customer's correct physical location(s) may result in any emergency services call or other emergency communication made by Customer or from Customer's actual location (if different from the location previously supplied to Vonage by Customer) being routed to the incorrect local emergency service provider. Most post office addresses are not eligible as a validated emergency services location. Customer's physical location(s) may NOT be a mail drop or similar address. Neither Vonage nor Customer shall assume under any circumstances that Customer's physical office location for Enhanced Emergency Services calling purposes is the same as Customer's billing address for receipt of invoices.

## Service Interruption

VoIP phone service depends not only on a continued subscription (and payment) for the service, but also on Internet connectivity and power to function. In the event of power, network, or Internet outages (including congestion), or if a service is disconnected or suspended due to non-payment, Customer may experience a failure, disruption or delay in contacting emergency services. Vonage recommends that Customer maintains an alternative phone service (such as a cellular telephone) to ensure access to emergency services during any service interruption.

**Power Failure or Disruption:** Emergency dialing will not function in the event of a broadband, power, satellite or ISP Service failure or disruption. If there is an interruption in the power supply, a power surge or a power failure, the Service and emergency dialing will not function until power is restored. A power failure, power surge or power disruption may require Customer to reset or reconfigure equipment prior to using the Service or being able to make emergency calls.

**Service Suspension or Termination by Vonage:** A Service outage or suspension (including, without limitation, suspension of Service due to billing issues or delinquent or unpaid invoices) or termination of Service by Vonage will prevent ALL Service, including the ability to make emergency calls.

**Other Service Outages:** If there is a Service outage for ANY reason, such outage will prevent ALL Service, including the ability to make emergency calls.





**Keep the service address up to date:** Vonage will attempt to provide the emergency operator with the applicable service address, so ensure that the information on file with Vonage is always accurate and updated. Failure to do so may result in the emergency operator assuming that the call location is the last registered address.

**Inform other users:** Customer must notify all employees and other potential users of the VoIP phone service of the nature and limitations of emergency services calls.

**Disclaimer/limitation of liability:** Customer's use and use by Customer's guests and other third parties of Vonage's emergency services dialing are subject to the limitations described herein.

CUSTOMER ACKNOWLEDGES AND AGREES THAT VONAGE'S LIABILITY IS STRICTLY AND EXPRESSLY LIMITED FOR ANY SERVICE OUTAGE OR INABILITY TO COMPLETE EMERGENCY SERVICES CALLS FROM ANY CUSTOMER LINE OR CUSTOMER LOCATION OR TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS VONAGE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS, AND AGENTS AND ANY OTHER SERVICE PROVIDER THAT FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LAWSUITS, LOSSES, DAMAGES, LIABILITY, FINES, PENALTIES, COSTS, AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COSTS, ARISING FROM, OR RELATED TO, ANY ABSENCE, FAILURE, OR OUTAGE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, EMERGENCY SERVICES CALLING AND/OR INABILITY OF CUSTOMER OR ANY CUSTOMER EMPLOYEE, THIRD PERSON OR PARTY, OR USER OF VONAGE'S SERVICE TO BE ABLE TO CALL THE EMERGENCY SERVICE NUMBER IN YOUR COUNTRY OR TO ACCESS EMERGENCY SERVICE PERSONNEL. IN NO EVENT SHALL VONAGE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES RELATED TO CUSTOMER'S (OR ANY CUSTOMER EMPLOYEE, AGENT, OR CONTRACTOR, OR THIRD PERSON OR THIRD PARTY OR USER OF VONAGE BUSINESS'S SERVICE) USE OF OR INABILITY TO USE EMERGENCY SERVICES.

By clicking the "I Accept" button, Customer represents, warrants, agrees and acknowledges that Customer has received, read, understands and agrees to the terms and conditions of this Emergency Services Acknowledgement and is duly authorized to acknowledge and accept this document.

## APPENDIX



## Country Emergency Services Calling Codes

### Argentina

- Emergency Services Calling Not Available

### Australia

- 000 - Triple Zero: Emergency number for Police, Ambulance & Fire

### Austria

- 112 - Emergency number for Police
- 144 - Emergency number for Ambulance
- 122 - Emergency number for Fire

### Belgium

- 101 - Emergency number for Police
- 112 - Emergency number for Ambulance & Fire

### Brazil

- **911 - Emergency number for Police, Ambulance & Fire**

### Bulgaria

- 112 - Emergency number for Police, Ambulance & Fire

### Canada

- 911 - Emergency services call center

### Chile

- 133 - Emergency number for Police
- 131 - Emergency number for Ambulance
- 132 - Emergency number for Fire

### China

- Emergency Services Calling Not Available

### Colombia

- 123 - Emergency number for Police, Ambulance & Fire



211 - Emergency number for Police, Ambulance & Fire

### **Czech Republic**

- 112 - Emergency number for Police, Ambulance & Fire

### **Denmark**

- 112 - Emergency number for Police, Ambulance & Fire

### **Finland**

- 112 - Emergency number for Police, Ambulance & Fire

### **France**

- 112 - Emergency number for Police, Ambulance & Fire

### **Germany**

- 110 - Emergency number for Police
- 112 - Emergency number for Ambulance & Fire

### **Greece**

- 100 - Emergency number for Police
- 166 - Emergency number for Ambulance
- 199 - Emergency number for Fire

### **Hong Kong**

- 999 - Emergency number for Police, Ambulance & Fire

### **Hungary**

- 112 - Emergency number for Police, Ambulance & Fire

### **Ireland**

- 112 - Emergency number for Police, Ambulance & Fire
- 999 - Emergency number for Police, Ambulance & Fire

### **Israel**

- 100 - Emergency number for Police
- 101 - Emergency number for Ambulance



112 - Emergency number for Police, Ambulance & Fire

### **Japan**

- Emergency Services Calling Not Available

### **Latvia**

- 112 - Emergency number for Police, Ambulance & Fire

### **Luxembourg**

- 112 - Emergency number for Police, Ambulance & Fire

### **Mexico**

- 911 - Emergency number for Police, Ambulance & Fire

### **Netherlands**

- 112 - Emergency number for Police, Ambulance & Fire

### **New Zealand**

- 111 - Emergency number for Police, Ambulance & Fire

### **Norway**

- 112 - Emergency number for Police
- 113 - Emergency number for Ambulance
- 110 - Emergency number for Fire

### **Panama**

- 911 - Emergency number for Police, Ambulance & Fire

### **Peru**

- Emergency Services Calling Not Available

### **Philippines**

- 911 - Emergency number for Police, Ambulance & Fire



112 - Emergency number for Police, Ambulance & Fire

### **Portugal**

- 112 - Emergency number for Police, Ambulance & Fire

### **Puerto Rico**

- 911 - Emergency number for Police, Ambulance & Fire

### **Romania**

- 112 - Emergency number for Police, Ambulance & Fire

### **Singapore**

- 999 - Emergency number for Police
- 995 - Emergency number for Ambulance & Fire

### **South Korea**

- 112 - Emergency number for Police
- 119 - Emergency number for Ambulance & Fire

### **Spain**

- 112 - Emergency number for Police, Ambulance & Fire

### **Sweden**

- 112 - Emergency number for Police, Ambulance & Fire

### **Switzerland**

- 117 - Emergency number for Police
- 144 - Emergency number for Ambulance
- 118 - Emergency number for Fire

### **Taiwan**

- 110 - Emergency number for Police
- 119 - Emergency number for Ambulance & Fire

### **United States**

- 911 - Emergency number for Police, Ambulance & Fire



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## Vonage Privacy Policy

Last updated July 1, 2023

We know your privacy is important to you, and we want you to know it's important to us too. This Privacy Policy is meant to explain our practices when it comes to your use of our products, services, and websites. We encourage you to take the time to review it carefully, to understand what information we collect, why we collect it, and what we do with it. Below, we cover the following topics:

- Who we are
- What information we collect
- Why we collect your information and how we use it
- Who we share your data with and why
- How we protect your information
- Where we store your information and international transfers
- How long we keep your information
- How to access and control your information
- Other important information
- How to contact us
- Additional Notices for Residents of:
  - US states laws
  - EEA and UK
- Cookies and Tracking Notice
- Customer Proprietary Network Information Notice

It is important to note that the following notices at the end of this Privacy Policy provide additional rights and notices that apply to some users of our services, and will govern in such circumstances: Additional Notices for Residents of California / Nevada and Customer Proprietary Network Information Notice. In addition, the rights of data subjects noted in the Privacy Policy under UK, EEA, Swiss and Australian law may be limited by us to where and when those laws are applicable. Additional and differing notices may be provided at the point of collection, in which case those pre-collection notices will supplement this Privacy Policy and govern in the event of a conflict.

### Who we are

Vonage Holdings Corp., including its corporate affiliates, ("Vonage," "we," "our") is a global provider of cloud communications that offers various services. For our business and residential customers, we offer a complete and fully-configured unified communications solution for the delivery of end-to-end communications via voice, video, text, mobile applications, and collaboration tools. We also provide our communications services in programmable modules delivered via APIs and SDKs, enabling our customers to incorporate these services into their own applications to serve their own customers. With Jumper.ai, our conversational commerce services, our customers can engage with their consumers throughout their buying journeys on the channels they love. For our business customers we also offer a contact centre solution.



- Ericsson
- Vonage Business Limited (company number 03602868) with a registered address of 5 Churchill Place, 10th Floor, London E14 5HU UK
- Vonage V.B. with a registered address of Basisweg 10, 1043AP Amsterdam, The Netherlands

This Privacy Policy applies to our customers, prospective customers, our customers' customers (both direct and indirect), job applicants, current and former employees, contractors, visitors to our company websites, and recipients of our e-mail communications. Current employees are also governed by internal Human Resources policies, which are available upon request.

When you use our websites or our services, you acknowledge and understand that Vonage will collect, use, and share your information, as we describe in this Privacy Policy. Note: if you're a user of an application that is integrated or built using Vonage's products and services, that application's privacy policy will describe how it collects, uses, stores, and shares your data. We are not responsible for the privacy policies or actions of our customers or business partners.

### What information we collect

We collect your information in the following ways:

- **Information you provide directly to us.** When you subscribe to our newsletters, register for one of our webinars, sign up for our services, request us to contact you, or through other interactions with us, we may ask you for certain personal information that identifies or is linked or reasonably linkable to you ("Personal Data"), such as your name, birthdate, postal address, e-mail address, telephone number, company name, job title, or payment information, as well as non-Personal Data. For instance, and without limitation:
  - When you request support from us, we may also collect information from you, including Personal Data, such as contact information, documentation, screenshots, or other information you or we may believe is helpful to solving the issue.
  - When you speak with our customer service or sales representative on the phone, your calls may be recorded and/or monitored for quality assurance, training and research purposes.
  - In certain circumstances and depending on the country where you reside, we may collect your Social Security number from you for a limited purpose, such as for tax reporting relating to a payment for a customer referral or to facilitate an international money transfer.
- **Information we collect automatically when you visit our websites.** We, our vendors and third-party services, such as our advertising and analytics providers, collect information about your visits to our websites and your interactions with our ads or content, together with information such as your IP address, location, cookies, and other tracking technologies (e.g., web beacons, device identifiers, pixels, and cross-device tracking). For more information, please see our [Cookies and Tracking Notice](#) below, which includes information on how to control or opt out of these cookies and tracking technologies.
- **Information we get from third parties.** Third party sources of information include, without limitation:
  - **Third party services and social media.** If you create an account or access our services through your account with a third-party service, such as Facebook, Google, LinkedIn, GitHub or Twitter, or





Vonage experiences and marketing communications, to enhance our services, and to better serve you. Some third parties enable you to control this data sharing via options in your social media accounts. We may also collect information from third party services that are integrated with our services, such as third-party CRMs or other applications that you authorize our services to connect with. The privacy policies of third party services, and not this Privacy Policy, govern those third parties' practices and services. This Privacy Policy only governs our receipt of Personal data from them.

- **Consumer reporting agencies.** We may obtain your credit information from third party reporting agencies in order to control our own credit risk in onboarding new customers.
- **Demographic, lead, and interest data.** We may obtain Personal Data and other information from outside companies such as those that collect customer information including demographic and interest data. Examples of this information include your employment status, your job title with your current employer, and your business contact information. We may use this data and combine it with other information we have about you, for example, to help us predict your preferences and to direct marketing offers that might be more relevant to you. We also obtain where permitted by law contact information and other marketing lead information from third parties, website "refer-a-friend" options or social media platforms and may combine it with information we have, for instance, to contact you or direct Vonage marketing offers to you.
- **Information about our customers' users.** Our customers and other third parties may also provide us with Personal Data and other information about our customers' users and others. For example, we may receive Personal Data and other information from our customers, message senders, mobile network operators, databases with information relevant to mobile telephone numbers submitted to our services, and other third parties. This information may include, without limitation, telephone numbers, telephone numbers' validity, type (e.g., mobile, landline, etc.), corresponding device status (e.g., whether or not it is currently available for messaging), roaming status, carrier, country of location, and whether or not the number has been ported and is used, for instance, to help us provide our services.
- **Information collected in connection with your use of services delivered via our platform.** We and our service providers may collect Personal Data and other information in connection with your use of communications services delivered via our platform, including, without limitation:
  - **Communications usage information.** This includes information about your communications delivered via our platform such as the time and duration of usage, source and destination identifiers, from/to phone numbers, completion status, location, IP address, and amount of usage.
  - **Communications content.** To enable you to send and receive communications via our platform, we need to be able to handle the content of the messages, calls, and other communications channels used by you. This also includes, for example, voicemails, messages and call recordings recorded via our services.
  - **Delivery information:** to enable the delivery of goods, if you purchase goods from Vonage. This includes the shipping address.
  - **Device information.** Where we have provided end user equipment to you, such as an analog telephone adapter or a VoIP phone, or you have installed our software on your device, we collect device-specific information from you. This includes, for example, your hardware model, operating system version, firmware, browser information, device and network configuration, device identifier, IP address, device performance, signal strength, call quality, telemetry, and mobile or wireless network information. We use the device information we collect in order to deliver and improve our services. Device information is also collected when you visit our websites, as more fully detailed above.



We may use your contact list information to facilitate certain services where selected by you such as to enable you to make calls easily and to facilitate calls, texts, and other services. We may also facilitate the delivery of messages to individuals in your contact list that you wish to invite to download our mobile apps so that you can utilize our services with these selected individuals, although it is always your choice to send invites to such individuals. We will not use your contact list information for other purposes without first notifying you of the proposed use. You do not have to allow us to access your contact list information, but if you do not, certain features of our mobile apps may not be available to you. You may at any time opt out from allowing this access via the privacy settings on your device.

- **Mobile device camera, microphone and photos.** If you use our mobile apps, we may request your permission to access the camera, microphone, and photos on your mobile device, to make and receive voice and video calls and messages and to send photos to others. You do not have to allow us to access these functions of your device, but if you do not, certain features of our mobile apps may not be available to you. You may at any time opt out from allowing this access via the privacy settings on your device.
- **Your location information.** If your mobile device is equipped with GPS or can connect with wireless access points or hot spots, or if your mobile device is also a phone that communicates with cell towers or satellites, then your mobile device is able to use these features to determine its precise geographic location. You may use the mobile app to do a one-time share of your precise geographic location through a message in a chat session by pressing the location attachment button within the mobile app (a "Location Share Event"). We will retain the Location Share Event within your chat session on the mobile app until you delete the message. Your precise geographic location, including a Location Share Event, is considered your personal data. To the extent our mobile apps collect precise geographic location, you may at any time opt out from further allowing us to have access to your mobile device's precise location information via the mobile app's location settings on your mobile device.

### Why we collect your information and how we use it

How we use the information we collect depends on the nature of the data, which of our services you use, how you use them, and specific preferences you may have communicated to us. We reserve the right to collect, share and otherwise use non-Personal Data for any purpose except where limited by applicable law, and to create non-Personal Data from Personal Data in order to do so. We list below the specific purposes for which we collect, use and otherwise process your Personal Data:

- **To deliver our services.** We use your Personal Data and other information as necessary to perform our obligations in delivering our services to our customers. This includes delivering your communications to the intended end user, processing transactions with you (such as billing), authenticating you when you log into our platform, providing customer support, and operating and maintaining our services. We also need your information to communicate with you about the services, including registration confirmations, purchase confirmations, expiration or renewal reminders, responding to your requests, and sending you notices, updates, security alerts, administrative messages, and other communications necessary to usage of the services.
- **To carry out core activities relating to our services.** To effectively deliver our services to you, we use your Personal Data and other information to engage in important supporting activities such as:
  - billing and collections, including maintenance of records in the event of a subsequent billing dispute;
  - preventing fraud, violations of our acceptable use policies, and unlawful activities;



them more reliable, secure, and useful to you and our users generally and we may use the Personal Data and other information we collect to help us do so. For instance, we use data regarding our users' communications on our platform to understand how our services are performing and how they are being used in order to identify areas where we can do better. For instance, we may use message delivery and call connection information to gauge the effectiveness of our routing to ensure that your messages are delivered and your calls are connected. We and our service providers may use your information, including information obtained through customer surveys, to assess the level of interest in, and use of, our services, our communications to our customers, and our other messaging campaigns, both on an individual basis and in the aggregate. Surveys are optional and customers can opt-out from receiving such surveys via opt out links in survey invitations. We also use information about your use of our websites to understand how our website visitors are using our websites. Among other things, this usage information, along with tracking technologies, enables third-party analytics companies to generate analytics reports on the usage of our services.

- **To improve our services and develop new services.** We use your data in the provision of the services. We also use data we collect in existing services to improve and develop new services.
- **To market, promote, and drive engagement of our products and services.** We use Personal Data and other information about you to send promotional communications, such as e-mail messages, text messages, phone calls, faxes and postal mail, and for marketing when we have an adequate legal ground to do so. When prior opt-in consent is required by applicable laws, we will obtain such consent. We do not send marketing communication to our customers' customers who are end users. Based on information we collect about you, we may decide whether and how to promote certain of our products or services to you over others. These communications are to drive your engagement and maximize the value of our services to you, and to help you receive more relevant information from us. To perform the above functions and others described in this Privacy Policy, we may match information collected from you through different means or at different times, including Personal Data and usage information, and use such information along with information obtained from other sources (including third parties) such as contact information, demographic information, and personal interest information. Where local law permits, an auto-dialer and/or artificial or pre-recorded message may be used to make calls to you. Consent on behalf of someone else or provide someone else's contact information will not be accepted. You are not required to agree to promotional communications in order to purchase goods or services from us. You can control whether you receive these kinds of communications as described below in Opt out of communications.
- **To comply with legal requirements.** Applicable laws or regulations may require our processing of your Personal Data and other information, such as laws mandating retention of communications data, including disclosures required by law or legal process.
- **To protect our legitimate business interests and legal rights.** Where we believe it is necessary to protect our legal rights and interests, or the interests of others, we use Personal Data and other information about you in connection with legal claims, compliance, regulatory, and audit functions, and disclosures in connection with the acquisition, merger or sale of a business.

**According to your explicit consent.** If we wish to use your Personal Data for certain purposes which require consent under applicable law, we will first seek out and obtain your consent. This may include, for example, testimonials or case studies that identify you in your individual capacity.

#### Who we share your information with and why



- **Third-party service providers that help us to deliver the services and allow us to operate our businesses.**
  - Communications providers. As the provider of a communications platform, we share the data we collect from you with communications providers (including traditional PSTN telecommunications companies and over-the-top communications service providers) as necessary in order to provide you with the services. These are the telecommunications companies, for instance, who we need to ensure your calls, messages and other communications reach the people you want to contact.
  - Payment gateways: In the provision of conversational commerce services, we use payment gateways as necessary in order to provide you with the services. These are payment gateways companies that ensure the payment is completed in relation to conversational commerce services.
  - Business operations vendors. We work with third-parties to help us run our business, such as to provide website and application development, hosting, maintenance, backup, storage, virtual infrastructure, payment processing, analysis, marketing and advertising, and other services for us, which may require them to access or use Personal Data and other information about you. We only work with carefully selected vendors, and take reasonable efforts to protect your Personal Data that they process for us.
  - Partners. In the event that you purchase services offered by Vonage or a partner through a special marketing arrangement (for example, through a co-branded advertisement or offer, or an arrangement where we and a partner market or offer the other's products or services), we may share your information with these third parties in connection with their services, such as to assist with billing and collections, to provide localized support, and to provide customizations. We may also share information with these third parties where you have agreed to that sharing.
  - Vonage events. If you attend a Vonage event, we may also share any information that you have submitted to us with a third party business partner. We will always disclose to you the name of the business partner with whom we intend to share the information and obtain your prior opt-in consent to do so.
- **Third party services.** Our services and websites may include links or other tools (e.g., plug-ins, "like" and share buttons, SDKs, etc.) that direct you to other websites or services whose privacy practices may differ from ours. If you submit Personal Data or other information to any of those third parties, your information is governed by their privacy policies, not this one. We encourage you to carefully read the privacy policy of any third party with which you interact.
- **Compliance with law enforcement requests and applicable laws; enforcement of our rights.** We may disclose Personal Data and other information as required by applicable law, regulation, legal process or government request; to protect Vonage, our services, our customers or the public from harm or illegal activities; and to enforce our agreements, policies and service terms. If Vonage receives a civil or criminal subpoena, warrant, or other official and written request that is legally binding ("Request") by a public authority for disclosure of personal data, Vonage will promptly notify the customer to the extent Vonage is not precluded from doing so by the Request. In the event that the information must be provided, Vonage will (a) ensure that the disclosed Personal Data is the minimum required to satisfy the Request; and (b) take all commercially reasonable steps to ensure that such personal information is afforded confidential treatment by the authorities.
- **With your explicit consent.** We share Personal Data and other information about you with third parties when you give us consent to do so. For example, we often display use cases or testimonials of satisfied customers on our public websites and require your consent to identify you in your individual capacity. If you



thereof, and/or your phone number may be displayed to people that you make calls to and to other users of the services so that they may contact you. Depending on the service you're using, you may be able to control what's displayed by adjusting your settings within the mobile app or your customer account, or by contacting customer care at the address provided when you signed up for the services.

- **Vonage affiliates; business transactions.** We share your Personal Data and other information with and among our corporate affiliates, for instance in order to operate and improve the services we provide to you; and we may share your information in connection with a sale, merger, financing, liquidation, or reorganization of our business or assets.
- **Credit control.** When permitted by applicable laws, we obtain credit reports on new customers in order to evaluate customers for the risk of non-payment. In the event of non- or late payment, we may furnish your name, address and other details to credit bureaus and other consumer reporting agencies. They may include that information in preparing credit reports and use that information in calculating credit scores provided to their customers.

### How we protect your information

Vonage has implemented administrative, physical, and technical safeguards to help protect the Personal Data that we transmit and maintain. Those measures are heightened for sensitive data such as Social Security numbers and payment account numbers. However, no system or service can provide a 100% guarantee of security, especially a service that relies upon the public internet. Therefore, you acknowledge the risk that third parties may gain unauthorized access to your Personal Data and other information. Keep your account password secret and please let us know immediately if you think your password was compromised. Remember, you are responsible for any activity under your account using your account password or other credentials.

### Where we store your information and international transfers

Personal information held by Vonage is stored on and processed on computers situated in the UK, the EEA, the United States, and in other jurisdictions. We and/or our service providers also process data in some other countries for customer care, account management and service provisioning.

### How long we store your information

We store your information until it is no longer necessary to provide the services or otherwise relevant for the purposes for which it was collected. This time period may vary depending on the type of information and the services used, as detailed below. After such time, we will either delete or anonymize your information or, if this is not possible (for example, because the information has been stored in backup archives), then we will securely store your information and isolate it from any further use until deletion is possible. We may also retain aggregate, de-identified or anonymized information beyond this time for, among other uses, research purposes and to help us develop and improve our services. We will take measures to prevent reidentification de-identified information retained or used for these purposes consistent with applicable law, and will not make efforts (or authorize others to make efforts) to re-identify it.

- **Customer account information.** We store your account information for as long as your account is active and a reasonable period thereafter in case you decide to re-activate the services, or for so long as we need to retain it for legitimate purposes, such as to collect debts, or comply with our legal obligations, resolve disputes, enforce our agreements, support business operations, and continue to develop and improve our services.
- **Communications usage information.** While you're an active customer, we retain the communications usage information generated by your use of the services until the information is no longer necessary to provide our services, and for a reasonable time thereafter as necessary to comply with our legal



information about your e-mail marketing preferences for a reasonable period of time from the date you last expressed interest in our services, such as when you last opened an e-mail from us or visited our websites. We also retain information regarding your giving or removal of consent as business records and to honour consent choices. We retain information derived from cookies and other tracking technologies for a reasonable period of time from the date such information was created.

- **Device information.** We collect device-specific information from you when we have provided end user equipment to you, such as an analog telephone adapter or a VoIP phone, or you have installed our software on your device. If you do not revoke our access to this information via the privacy settings on your device, we will retain this information for as long as your account is active.

Notwithstanding with the above and the fact that we will generally store your personal data until it is no longer necessary to provide the services or otherwise relevant for the purposes for which it was collected, please note that we may also retain your information for a longer period of time to defend and/or protect our legal or business interests during the applicable statute of limitation period or as otherwise required by law, court order, or other applicable regulation.

### How to access and control your information

- **Your choices.** To request deletion of your Vonage account, please contact our support team [here](#) or contact us at the contact information provided in this notice. You should know that deletion of your Vonage account will result in you permanently losing access to your account and all customer data to which you previously had access through your account. Please note that certain data associated with that account may nonetheless remain on Vonage's servers in an aggregated or anonymized form that does not specifically identify you, or as otherwise noted above in the prior section. For instance, data associated with your account that we are required by law to maintain will also not be deleted. If you are an end user of an application that uses Vonage's services, you should direct requests for access and/or deletion of your data associated with that application to the relevant application provider in accordance with that application provider's own privacy policy.
- **Access to your account information.** Consistent with applicable laws and data security requirements, we will reasonably honour written requests from you, submitted via the [exercise your rights](#) button at the top of this policy or to [our support team](#), to access or amend your account information, such as name, address, and billing information. You are responsible for ensuring that the information on file with Vonage is current and accurate. You may access and update your account information by logging into your account or contacting us as described in this Privacy Policy. Where permitted by law, we may charge a reasonable fee to process requests for access to data and may limit the number of requests per year. Your right to amend your information is subject to our records retention policies.
- **Opt out of communications.** You may opt out of receiving promotional communications from us by using some or all of the following methods: the unsubscribe link within each e-mail, updating your e-mail preferences within your service account settings menu, or by contacting us as provided below to have your contact information removed from our promotional e-mail list or registration database. Even after you opt out from receiving promotional messages from us, you will continue to receive transactional messages from us regarding our services. Depending on your type of account with Vonage, you may be able to opt out of some notification messages in your account settings.
- Your **privacy rights as a Resident of the US.** If you are a resident of certain United States, you may have broader or additional rights as explained in the [Additional Notices for Residents of the US](#).

### Mobile Information



be shared with any third parties.

**Your rights as an EEA UK resident.** If you are a resident of the EEA or UK, you may have broader or additional rights as explained in the Additional Notices for Residents of the EEA or UK section below.

### Contact information

If you have questions or complaints about Vonage's privacy practices and/or this privacy policy, we would like to help resolve your issue so please contact us at:

Email address: [privacy@vonage.com](mailto:privacy@vonage.com)

Or write to us via post to:

Vonage

101 Crawfords Corner Rd, Suite 2416

Holmdel, NJ 07733 USA

Vonage has a DPO appointed who acts in order to support Vonage data protection compliance efforts globally.

Vonage DPO: Steve Fraley

Vonage commits to cooperate with the panel established by the EU or UK data protection authorities (DPAs) and/or the Swiss Federal Data Protection and Information Commissioner and comply with the advice given by the panel and/or Commissioner with regard to data transferred from the EU, UK and/or Switzerland. Under certain conditions, EU individuals may invoke binding arbitration to resolve residual claims.

### **Additional Notices for Residents of the US**

Our US state Privacy Notice can be accessed [here](#).

### **Additional Notice for residents of the EEA and UK**

Our Additional Notice for residents of the EEA and UK can be accessed [here](#).

### **Other important information**

- **Information from children.** Vonage does not sell products or services for purchase by children and we do not knowingly solicit or collect personal data from children or teenagers under the age of eighteen. If you believe that a minor has disclosed personal data to Vonage, please contact us at [privacy@vonage.com](mailto:privacy@vonage.com).
- **Changes to this policy.** In the event we make changes to this Privacy Policy, we'll let you know by posting a notice on our website at [www.vonage.com/privacy-policy](http://www.vonage.com/privacy-policy) and, in relation to substantive changes that broaden the types of personal data collected or their usage, we not apply the new policy to Personal Data collected under an inconsistent prior policy without notice.



### **Use of CAPTCHA**

Our website and service platforms use CAPTCHA, (“Completely Automated Public Turing test to tell Computers and Human Apart”), which are tools used to distinguish between real and automated users, such as bots. CAPTCHAs sometimes pose tasks that are easy for humans but difficult for computers to solve, or sometimes run virtually invisible to the user. Some data may be collected and shared with Google such as:

- Browser cookies
- IP
- Operating system
- Mouse movements and keyboard strokes
- Length of pauses between actions
- Device settings (e.g. language or location),

You can access more details about CAPTCHA [here](#).

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## TELEPHONE NUMBER PORTING POLICY

### A. Number Transfer on Subscription Service Term Start Date

In the event Customer is not utilizing new phone number for the Services, but rather is transferring existing phone number(s) which currently are subscribed to a carrier other than Vonage to Vonage (an internal port), the terms and conditions of this section shall apply:

**i.** Customer hereby authorizes Vonage to notify Customer's current local telephone company or other service provider of its decision to switch local, local toll and long-distance services to Vonage and represents that Customer is authorized to take this action;

**ii.** Customer agrees and acknowledges (a) that the porting of Customer's numbers requires Customer's provision of specific, detailed and accurate information to Vonage and other service providers, as applicable, and the completion of certain steps and procedures, as well as third parties' completion of certain tasks, and (b) that numbers may not be ported in or ported out unless such information matches the information on record with Vonage or other service providers. The completion of a port request is dependent upon these and other factors which may be outside the control of Vonage or other service providers, and accordingly, Vonage is not responsible for delayed or incomplete ports. FAILURE TO PROVIDE ANY INFORMATION OR INCORRECT INFORMATION REQUESTED BY VONAGE OR THE THIRD-PARTY SERVICE PROVIDER WILL DELAY THE PORTING OF THE NUMBER TO VONAGE. VONAGE SHALL NOT BE RESPONSIBLE FOR ANY ISSUES CAUSED BY INCORRECT INFORMATION PROVIDED BY CUSTOMER OR FOR DELAYS IN THE PORT OF CUSTOMER'S NUMBER, AND WILL NOT BE LIABLE OR PROVIDE CREDIT FOR ANY SUCH DELAYS OR ISSUES.

**iii.** Customer agrees and acknowledges that if the Services are set up prior to the date that the number transfer becomes effective ("Port Effective Date"), Customer may only be able to make outgoing calls using the Services. In such event, Customer should keep another phone connected to the existing phone number to receive incoming calls until the Port Effective Date, after which Customer will be able to both make and receive calls using the Service. Customer agrees and acknowledges that if the Subscription Service Term Start Date has not occurred as of the Port Effective Date, it may have no service for that number. Therefore, to avoid an interruption in Customer's phone service, Services must be activated prior to the Port Effective Date. An estimate of the Port Effective Date will be sent to Customer via e-mail by Vonage.

### B. Number Transfer on Service Termination

After the Subscription Service Term Start Date, Vonage or its providers may receive requests from other telephony providers ("Requesting Party") acting as agents on Customer's behalf to port a telephone number currently assigned to Customer to a third party provider ("Port-Out"). Vonage will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Vonage's or its vendors' standard operating procedures. Until the effective date of Customer's proper termination (in accordance with the terms of this Agreement), Customer will: (a) remain a Vonage customer; and (b) be responsible for all charges and fees associated with Customer's Vonage Service. Customer will not receive any refund or partial refund or any credits for any charges already billed to Customer's account. Vonage assumes no liability for costs associated with any numbers that cannot be ported or that Customer chooses not to port. Customer acknowledges that in the event of any account termination or cancellation, all telephone numbers associated with Customer's account may be released. Similarly, the cancellation of individual services that have associated telephone numbers will result in the release of such numbers. Customer acknowledges that it is the Customer's responsibility to work with a third-party provider to port out those numbers prior to Customer's termination or cancellation of Customer's account or termination of Services.

### **C. Ported Telephone Numbers Upon Cancellation.**

**a. Cancellation.** If Customer requests that a new service provider port a number from Vonage, then Customer is required to inform Vonage of Customer's intent to terminate the specific affected Services on Customer's Account or Vonage will continue to bill for such Services. Customer will continue to be responsible for all charges and fees associated with the remaining Services on Customer's Vonage Account. Customer may not receive any refund or partial refund or any credits for any charges already billed to Customer's Account.

**b. Consent & Electronic Submission.** In some cases, Vonage may permit Customer to submit documentation required to port numbers using a web-enabled user interface (i.e. an Electronic Letter of Authorization - eLOA). Customer may withdraw Customer's consent to submit Customer's porting request electronically by contacting Vonage Customer Care prior to Vonage porting the number(s). Customer's consent to electronic submission applies only to the specific porting request Customer submits through web-enabled interface. The eLOA/LOA must be completed and signed (e-signed or hand signed) by the Customer's authorized representative.

**c. Facsimile Service.** Numbers assigned by Vonage for Vonage's facsimile service cannot be ported to a new service provider without the assistance and cooperation of Vonage's underlying partner. Vonage will use commercially reasonable efforts to facilitate a port of a facsimile number which was ported on Customer's behalf to Vonage by another service provider. Customer may be required to pay a porting fee to Vonage not to exceed \$100.00 per analog facsimile number ported.

**d. Vonage-Provided Telephone Numbers.** Telephone numbers provided by Vonage ("Vonage-Provided Numbers") to Customer shall be leased and not sold. Customer will use Vonage-Provided Numbers it leases with the Services and on devices approved or prescribed by Vonage. Customer may port any such numbers upon termination of the Services. In the event Customer

does not port Vonage-provide numbers following termination of Service, Customer thereafter relinquishes any rights in such numbers. Vonage reserves the right to move, change or cancel Vonage-Provided Numbers not ported by Customer following termination in its reasonable discretion.

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