

## **EXHIBIT A – CLOUD SERVICES**

This Exhibit ("Exhibit A") applies to the Customer's purchase and use of the Cloud Services (per the applicable CSO - Cloud) provided by Vonage Business Networks, Inc. ("Vonage"). This Exhibit A incorporates the CSO – Cloud, the Universal Terms and Conditions of Service Agreement (collectively the "Agreement"), and the Acceptable Use Policy.

### **1. VONAGE'S OBLIGATIONS AND DISCLAIMERS.**

Vonage will provide the Services in accordance with the Universal Terms and Conditions of Service Agreement, the CSO – Cloud, and the SLA. Any public or private IP addresses allocated as a part of the Services will remain allocated until: (i) a new IP address or a new IP address block is requested; (ii) the Services are terminated for any reason; or (iii) an IP address is changed, which may occur at any time and at Vonage's sole discretion, by providing ten (10) days' prior notice of the change. Upon termination of the Services, Customer may no longer use any IP addresses or address blocks that were provided in connection with the Services. Any Customer on a shared multi-tenant system is subject to having its IP address changed at any time without prior notice.

### **2. CUSTOMER'S OBLIGATIONS.**

**2.1** Customer is solely responsible for any damage to all non-Vonage equipment, software, and the loss of any Content that results from the use thereof, as well as for all activities that occur in connection with the account, regardless of whether the activities are undertaken by Customer, any End User, Customer employees, or a third party (including customers, contractors, or agents of Customer) and, except to the extent caused by Vonage's breach of this Agreement, Vonage and its' affiliates are not responsible for unauthorized access to the Customer's account. Customer shall contact Vonage immediately if it believes that an unauthorized third party may be using the account or if account information is lost or stolen.

**2.2** Customer is solely responsible for the selection, compatibility, quality, integrity, legality, appropriateness, ownership, accuracy, performance, development, licensing, operation, maintenance and support of all Content and applications. Vonage may immediately (and without prior notice) block access to any Content on the Cloud Services that Vonage believes violates the law, misappropriates or infringes the intellectual property rights of a third party, violates the Agreement, or pursuant to the Digital Millennium Copyright Act, a subpoena, or an order issued by a court or government agency.

**2.3** Customer must use reasonable security precautions in connection with the use of the Cloud Services, including, without limitation, encryption technologies, password and user ID requirements, and procedures regarding the application of security patches and updates. Customer agrees to keep password and other account details secret, and not share them with anyone else in order to prevent unauthorized access to the Customer's account. Customer is responsible for identifying and authenticating all Users, for approving access by such Users to the Services, and for controlling against unauthorized access by Users. Customer accepts full responsibility for the timely and proper termination of user records in Customer's local (intranet) identity infrastructure or on Customer's local computers. Vonage is not responsible for any harm caused by Customer, including

individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Customer's local identity management infrastructure or Customer's local computers. Customer is responsible for all activities that occur in connection with Customer's usernames, passwords or accounts or as a result of access to the Services, and agrees to notify Vonage immediately of any unauthorized use. Customer agrees not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including and Customer Content, Customer Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Vonage under this Agreement, Vonage reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. Vonage shall have no liability to Customer in the event that Vonage takes such action. Use of any third party content is at Customer's sole risk and liability. **Neither Vonage nor any of its employees, agents, representatives, service providers or licensors will be liable for any unauthorized access (i.e. hacking) into the cloud servers, the Cloud Services, or Customer's transmission facilities, premises or equipment, or for unauthorized access to Content, Programs, procedures, or information thereon, unless and only to the extent that this disclaimer is prohibited by applicable law.**

**2.4** Customer is required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, as such Patches are generally released by Vonage. Vonage will coordinate with Customer to schedule the application of Patches, where possible, based on Vonage's next available standard maintenance window.

**2.5** If Customer's contact information or other account information changes, Customer must update the account details promptly. Customer must cooperate with Vonage's reasonable investigation of Service outages and interruptions, security problems, and any suspected breach of the Agreement. Customer is responsible for keeping account permissions, billing, and other account information up to date using the Vonage administrative portal or via another Vonage defined process.

**2.6** Customer shall not use the Services or the Vonage network or infrastructure to transmit, distribute or store materials: (i) that violate any law or regulation, (ii) which materially interferes with or adversely affects the Cloud Services, the Vonage network or any infrastructure, or any third party, and/or (iii) that is tortious or violates any third party right or Vonage's AUP. Customer is required to use the Cloud Services in accordance with the AUP. Customer agrees to cooperate with any reasonable investigation by Vonage regarding an actual or potential violation of the AUP.

**2.7** Customer represents and warrants that it owns all right,



title, and interest in and to the Content, or is authorized to use the Content in accordance with the Agreement, that it will not attempt to circumvent or disable any of the security-related, management or administrative features of the Services, and it has obtained all consents and licenses required for the use and access of all software used in connection with the Services.

**2.8 No Resale.** Customer represents and warrants that it will be the ultimate end user of the Cloud Services. Customer shall not in any way resell, license, permit or otherwise allow any third party to use the Cloud Services without receiving Vonage's prior written consent, which may be withheld or conditioned in Vonage's sole discretion.

### 3. EMAIL SERVICES.

**3.1 Management of the Service.** Unless otherwise set forth in the Agreement, Customer is responsible for managing its' email service, including adding wireless or other service components, adding storage capacity, managing settings, and configuring spam filters.

**3.2 Filtering.** Vonage will take commercially reasonable efforts to provide email filtering services designed to filter spam, phishing scams, and email infected with viruses, but does not guarantee that it will be able to prevent any spamming, phishing, and/or viruses. Vonage recommends that Customer employ additional security measures, such as a desktop virus scanner and firewalls, on computers that are connected to the internet. Vonage will use commercially reasonable efforts to deliver email messages. Third party filtering services may from time to time prevent successful delivery of email messages. Customer acknowledges that the technological limitations of the filtering service will likely result in the capture of some legitimate email and the failure to capture some unwanted email, including email infected with viruses. Customer hereby releases Vonage and its employees, agents, affiliates, and third party suppliers from any liability for damages arising from the failure of Vonage's filtering services to capture unwanted email or any email infected with a virus from the capture of legitimate email, or from a failure of Customer's email to reach its intended recipient as a result of a filtering service used by the recipient or the recipient's email service provider.

**3.3 Memory Limitations.** Email that exceeds the storage limit when received may be permanently lost. Customer may adjust the storage capacity of its' individual mailboxes by contacting the Vonage Helpdesk or submitting a ticket to Vonage, and it is Customer's obligation to monitor and adjust the storage capacity of individual mailboxes as needed. An individual email message that exceeds the per-message size limit of 25 MB (including attachments) may also be permanently lost.

**3.4 Content Privacy.** Customer email messages and other items sent or received via the email service will include: (i) the content of the communication ("email content"), and (ii) certain information that is created by the systems and networks that are used to create and transmit the message (the "message routing data"). The email content may include text of email messages and attached media files, and is generally the information that could be communicated using some media other than email (like a letter, telephone call, CD, DVD, etc.) The message routing data includes information such as server hostnames, IP addresses, timestamps, mail queue file identifiers, and spam filtering information, and is generally information that would not exist but for the fact that the

communication was made via email. The email content is Confidential Information and is subject to the restrictions on use and disclosure described in the Agreement. However, Customer agrees that Vonage may view and use the message routing data for general business purposes, including maintaining and improving security, improving services, and developing products. In addition, Customer agrees that Vonage may disclose message routing data to third parties in aggregate statistical form, provided that Vonage does not include any information that could be used to identify Customer.

**3.5 Email Campaigns & Relays.** The Cloud Services are limited to the following thresholds and obligations with regard to the distribution and/or forwarding of any bulk or commercial email: (i) any email originating from an exchange email client (e.g., OWA, Outlook, ActiveSync, etc.) shall not be sent to more than fifteen hundred (1,500) recipients per day from any individual email account unless otherwise agreed to in writing by Vonage; (ii) in the aggregate, Customer is not permitted to send more than two-hundred and fifty (250) email messages every twenty minutes; and (iii) if Customer needs to forward or relay any email message(s) from any third party application or system (scanners, accounting applications, salesforce.com, etc.), Customer shall not forward or relay more than fifteen hundred (1,500) email messages on a daily basis and/or more than 500 email messages per hour.

**4. OWNERSHIP AND RESTRICTIONS.** Customer retains all ownership and intellectual property rights in and to Customer Content and Customer Applications. Vonage or its licensors retain all ownership and intellectual property rights to the Services, including Vonage Programs and Ancillary Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of Vonage under the Agreement. Customer may not, or cause or permit others to: a) remove or modify any program markings or any notice of Vonage's or its licensors' proprietary rights; b) make the programs or materials resulting from the Services (excluding Customer Content and Customer Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted by Vonage); c) modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Vonage; d) perform or disclose any benchmark or performance tests of the Services, including the Vonage Programs, without Vonage's prior written consent; e) perform or disclose any security testing of the Services Environment or associated infrastructure without Vonage's prior written consent, such as network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and f) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, Vonage Programs, Ancillary Programs, Services Environments or materials available, to any third party, other than as expressly permitted under the terms of the applicable order. No part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical,



photocopying, recording, or other means, and Customer shall take every reasonable effort to prevent unauthorized third parties from accessing the Services.

## 5. SUSPENSION OF SERVICES.

**5.1** Vonage may suspend Customer's right to access or use any portion or all of the Services immediately and without liability upon notice to Customer if: (i) Vonage reasonably believes that the Services are being used in violation of this Agreement; (ii) Customer does not cooperate with Vonage's reasonable investigation of any suspected violation of the Agreement; (iii) there is an attack on the Hosted System or the Hosted System is accessed or manipulated by a third party without Customer's consent, (iv) Vonage is required by law to suspend the Services, (v) Customer's use of the Services (a) poses a security risk to the Services or any third party, (b) may adversely impact the Services or the systems or content of any other Vonage customer, (c) may subject Vonage, Vonage's affiliates, or any third party to liability, or (d) may be fraudulent; (v) Customer uses the Services in a manner that results in excessive bandwidth usage, as determined by Vonage, (vi) Customer uses the Services for any illegal purpose, or to store, backup or distribute any illegal files or data, (vii) Customer uses the Services to store, backup or distribute material or content protected by intellectual property rights of a third party unless Customer owns or has rights to such material or content; (viii) Customer uses the Services to store, backup or distribute material that contains viruses, Trojan horses, worms, corrupted files or any other similar software that may damage the operation of the Services or another person's or entity's equipment or property, (ix) Customer directly or indirectly reverse engineers, decompiles, disassembles, modifies, reproduces or creates derivative works of the Services, (x) Customer alters or modifies any disabling mechanism which may be included in the Services, (xi) Customer assigns, sublicenses, rents, timeshares, loans, leases or otherwise transfers the Services, (xii) Customer removes or alters any proprietary notices (e.g., copyright, trademark notices, legends, etc.) from the Services; or (xiii) there is another event for which Vonage reasonably believes that the suspension of Services is necessary to protect the Vonage network or Services, the Hosted System, and/ or Vonage's other customers. If Customer's Hosted System is compromised, then Customer must address the vulnerability prior to Vonage placing the Hosted System back in service or, at Customer's request, Vonage may be able to perform this work at Vonage's standard hourly rates as a Supplementary Service.

**5.2** In addition to Vonage's right to suspend or terminate the Cloud Services per the Agreement, Vonage may suspend all or part of the Cloud Services without liability or prior notice to Customer (i) in order to maintain (i.e., modify, upgrade, patch, or repair) the infrastructure or any Cloud servers; (ii) as Vonage determines may be required by law or regulation; or (iii) as Vonage determines to be necessary to protect the infrastructure and customers from unauthorized access or an attack on the Cloud Services. Notwithstanding the foregoing, Vonage will endeavor in good faith to provide Customer with advance notice of any suspension or termination under this Section and will provide Customer with notice of the suspension or termination as soon reasonably practicable.

**5.3** If Customer's right to access or use any portion or all of the Services is suspended: (a) Customer remains responsible for all fees and charges incurred through the date of suspension, plus all applicable MRCs during the suspension period; and (b) Customer shall remain responsible for any

applicable fees and charges for any Services to which Customer continues to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension.

**6. CUSTOMER PROVIDED LICENSES.** If Vonage has agreed to install, patch or otherwise manage software in reliance on Customer's license with a software vendor or any third party (rather than Vonage's license with the software vendor), then Customer represents and warrants that it has a written license agreement with the vendor or third party that permits Vonage to perform these activities. Customer agrees that it will provide Vonage with evidence of licensing as Vonage may reasonably require prior to the scheduled deployment date, and from time to time as necessary to update the status of the license. If Customer fails to provide the required evidence of licensing Vonage may, at its option, either (i) delay the deployment date for the Hosted System that was to include such software until the evidence is provided, (ii) deploy the Hosted System in reliance on Vonage's licensing agreement with the vendor, and charge Customer its standard fee for the use of the software until such time as the required evidence is provided, or (iii) suspend or terminate this Agreement. **Please Note:** Customer's licensed software may not be compatible with Vonage's standard process for deploying and repairing the Hosted System. In addition, in order to install the software, Vonage may require Customer to send the physical or electronic media provided to Customer by the vendor, both for deployment and again in the event of a failure of the Hosted System. Customer agrees that Vonage will not be in breach of any Service Level Agreement or other obligation under the Agreement that would not have occurred but for a delay resulting from Vonage's agreement to use Customer's licensed software.

