

EXHIBIT B

Vonage Business Networks, Inc. Information Technology Support Services Agreement

This Information Technology Support Services Agreement (the "Agreement") is entered into by and between Vonage Business Networks, Inc. ("Company") and the customer listed on the Order Form ("Client"). The Agreement is effective as of the last date the Order Form is executed between Company and Client (the "Effective Date").

1. Definitions. As used in the Agreement, the following terms will be defined as follows:

1.1 "Covered Services" means the network, consulting, and other information technology support services provided by Company under this Agreement in one or more packaged, fixed-fee offerings, as described in one or more Order Forms signed by the parties.

1.2 "Excluded Services" means information technology services and any related support services Company provides (i) to respond to and remedy problems caused by Client's failure to comply with its obligations under this Agreement, including, without limitation, its failure to comply with the obligations specified in Section 3.1 below; or (ii) that are outside the scope of and not included within, any Covered Services or Project Services (as defined below) purchased by Client under this Agreement. Client agrees to pay for Excluded Services on a time and materials basis.

1.3 "Order Form" means a document in a format specified by Company under which Client orders Covered Services. Each Order Form will incorporate this Agreement by reference and must be signed by both parties.

1.4 "Project" means consulting or information technology support services provided by Company that typically require advance planning or the creation of testing scenarios or project plans. Projects may arise at Client's request or for a variety of other reasons including, without limitation, any one of the following: (i) the addition of a new server or the replacement of an existing server, (ii) the addition of a new remote office for Client and/or the hiring of additional employees, (iii) a change in Client's Internet Service Provider/IP address, (iv) the rollout of a new third party software product to some or all of Client's personnel, (v) changes to Client's email or other infrastructure, (vi) moving Client's servers or other network hardware to a co-located facility, or (vii) other Services provided by Company in addition to the Covered Services. Company will provide Client good faith estimates for all Projects contemplated by the parties. The parties will negotiate in good faith and sign a Statement of Work describing the Services to be provided by Company in connection with a Project ("**Project Services**"). Unless otherwise specified in the applicable Statement of Work, Client agrees to pay for Projects on a time and materials basis.

1.5 "Services" means, collectively or individually, one or more Covered Services, Excluded Services, and Project Services.

1.6 "Statement of Work" means a document provided by Company that describes specific Project Services which Company will provide to Client, as well as the associated fees, schedule, and any Work Product the parties anticipate will result from such Services. Each Statement of Work will incorporate, and is subject to, this Agreement and must be signed by both parties.

1.7 "Work Product" means written reports, analyses, or other working papers developed by Company specifically at the request of Client and described in a Statement of Work signed by both parties.

2. Company's Responsibilities.

2.1 Provision of the Services. Upon signature of an Order Form or Statement of Work by both parties and in consideration of and subject to Client's timely payment of all fees due and payable with regard to the Services, Company agrees to provide the Services described in the Order Form or Statement of Work, as applicable. Company will use commercially reasonable efforts to provide all Services in a timely manner in accordance with the relevant Order Form or Statement of Work. Subject to the terms of this Agreement, Company will work with Client's personnel, subcontractors, and/or vendors when necessary to address technical issues, and will escalate issues as necessary in its efforts to achieve timely resolution.

2.2 Company Personnel. Company will provide the Services using trained, competent, and professional staff. When working at one of Client's locations, Company's personnel will comply with Client's reasonable site security policies that are provided in writing to Company in advance. Company will use its own employees for all assigned work, except where Company determines that subcontracted personnel will provide Services in accordance with any given assignments. In such situations, Company may use the services of subcontractors for the provision of any Services under this Agreement; provided, however, Company will be responsible for each subcontractor's performance of Services under this Agreement and for each subcontractor's compliance with the terms and conditions of this Agreement.

2.3 Right to Make Decisions. Subject to the terms and conditions of this Agreement, as well as the Order Forms and Statements of Work signed by both parties, Company will have the right, in its sole and reasonable discretion, to make all decisions with respect to the method, details, and means of performing the Services provided to Client, as well as the appropriate method of charging for Services. Without limiting the generality of the preceding sentence, Company's decisions may include, without limitation, determining: (i) when an on-site visit to Client's location is necessary and when remote support will be sufficient; (ii) whether particular Services to be provided by Company constitute Covered Services, Excluded Services, or should be provided as a Project; (iii) whether a Project proposed or requested by Client is appropriate and/or commercially feasible at the time Client proposes or requests the Project; and (iv) the severity level of a problem reported by Client and the corresponding response time and escalation process. Company will promptly notify Client of each decision and work in good faith to address and attempt to resolve any concerns Client may have regarding such decisions.

2.4 Right to Make Changes. Company reserves the right to change the Covered Services or other professional services it offers to its customers generally and the related rates at any time. Any such changes, however, will not apply to any Order Forms or Statements of Work signed by the parties before the date Company releases such changes, unless the parties agree otherwise in a fully executed amendment to such Order Forms or Statements of Work, as applicable.



3. Client's Responsibilities.

3.1 Client's Obligations with Respect to the Services. Client acknowledges and agrees that Company's pricing for the Covered Services and its willingness to offer such Services in the packages described in an Order Form are based upon and subject to Client's performance of its obligations under this Agreement, including those set forth in this Section 3.1. Accordingly, Client hereby agrees that it shall comply with all of the following:

(a) Pay all fees due and payable under the Agreement in a timely manner. If Client fails to pay any fees when due and fails to cure such breach within ten (10) business days of receiving notice of such failure from Company, then Company will have the right to suspend performance of the Services for which such fees are payable until Client fully pays all amounts due.

(b) Provide a safe working environment for Company's personnel and contractors while they are on site at Client's location(s).

(c) Provide a primary point of contact through whom Company will communicate decisions and who will have the authority to make decisions related to the Services on behalf of Client.

(d) Provide full and timely access to Client's facilities, network, equipment and hardware, software applications, and environment, as well as to any employees or contractors that have technical information, passwords, or other information needed by Company to provide the Services, as well as skilled and knowledgeable Client personnel to assist in performing any joint efforts.

(e) Comply in a timely manner with all reasonable requests and recommendations made by Company in the course of providing Services under this Agreement, provided that Company adheres to industry standards in making such requests and recommendations. Such recommendations may include the replacement or upgrade of one or more servers, other hardware or third party software products and applications, and the addition of new hardware or software products and applications.

(f) Not use another information technology consulting company or service provider during the Term of this Agreement (as defined in Section 11.1 below) unless Client first notifies Company and obtains Company's written consent.

(g) Ensure that all of its network and infrastructure equipment and software, including servers, PCs, routers, firewalls, switches, operating systems, anti-virus software, critical third party applications, and other similar items (collectively, its "IT Infrastructure") meet the minimum specifications designated by Company, which Company may update from time to time.

(h) Not allow its employees, contractors, or any third party to make any configuration or other changes to any component of Client's IT Infrastructure without first informing Company and obtaining its written approval.

(i) Not to deploy more than the number of licenses Client has purchased for any third party software product, and not use any pirated or unlicensed software at any Client location or use any software in an unauthorized manner. Company will have the right to refuse to provide any Services or other support with respect to pirated or unlicensed software used by Client. Consult with Company before purchasing any new equipment or software for its IT Infrastructure.

(j) Implement and maintain information technology and security policies and procedures that are consistent with industry best practices and are acceptable to Company. Promptly following the execution of this Agreement, Client will provide copies of its then-current

policies to Company for review and approval; provided, however, that Client will ultimately be responsible for approving, implementing, maintaining, and enforcing all of its company policies.

(k) Remain current with technical support agreements, maintenance agreements, and manufacturer extended warranties for all components of Client's IT Infrastructure.

(l) Ensure that all communications with Company are timely and are directed only to the Help Desk telephone number, support email address, or, if made available by Company, the web portal Company provides to Client as well as Client's dedicated Vonage Account Manager.

3.2 Failure to Comply. In addition to other remedies available at law or in equity, if Client fails to comply with its obligations listed in Section 3.1 above, any Services which Company provides in response to, or to remedy problems caused by, such failure will be treated as Excluded Services and charged on a time and materials basis.

4. Changes to Covered Services.

4.1 Addition of Services. At any time during the term of an Order Form signed by both parties, Client will have the right to ask that Company provide the Covered Services specified in the Order Form or Statement of Work to support more servers, PCs, or any other IT Infrastructure than the numbers and/or scope specified in the signed Order Form or Statement of Work. The parties will amend the applicable Order Form or Statement of Work to add the new servers, PCs, or any other IT Infrastructure to the Order Form or Statement of Work and to reflect the additional fees Client will pay for the additional Covered Services. Unless the parties otherwise agree in writing, the amendment will not affect the original term of the Order Form or Statement of Work.

4.2 Upgrade of Covered Services. At any time during the term of an Order Form signed by both parties, Client will have the right to upgrade the Covered Services purchased under that Order Form to a higher volume package of Covered Services offered by Company. To reflect an upgrade of Covered Services as permitted in this Section 4.2, the parties will amend the original Order Form to reflect the new level of Covered Services purchased by Client and the fees Client will pay for the new level of Covered Services during the remaining term of the Order Form. The amendment will not affect the original term of the Order Form, except that, if Client upgrades its Covered Services during the second year of the term of the original Order Form, the term of that Order Form will be extended so that it remains in effect for at least one year from the effective date of the amendment.

5. Intellectual Property Rights.

5.1 Company Property. Company reserves all rights not expressly granted under the Agreement. Without limiting the generality of the preceding sentence, all ideas, methodologies, inventions, concepts, know-how, techniques, trade secrets, or other intellectual property conceived, developed, or provided by Company, or used by Company to provide Services are and will remain the sole and exclusive property of Company and/or its suppliers ("Company Property"), except that, to the extent such materials incorporate Client's Confidential Information, Client will retain all right, title and interest in and to such Confidential Information.

5.2 Client Property. Any tangible and intangible materials in any form (e.g., hardware, computers, software, documentation) furnished by Client and/or accessed by Company for Company to use in providing the Services remain the property of Client ("Client Property") or its vendors. Company will return all Client Property upon termination of this Agreement and payment in full by Client of all fees due and payable under the Agreement.



5.3 Ownership. Unless otherwise specified in the applicable Order Form or Statement of Work, all Work Product will belong to Client upon full payment of all fees due and payable under the applicable Order Form or Statement of Work. Notwithstanding the foregoing, in performing or providing any Services under any Order Form or Statement of Work, Client may use Company intellectual property, products, materials (including training materials), information, ideas, concepts, routines, know-how, techniques, tools, templates, models, software, libraries, procedures, documentation, technology, interfaces, databases, graphics, components, reports, processes, best practices, and methodologies owned or licensed by or developed on behalf of Company or any of its suppliers ("Company Intellectual Property"). Client agrees that Company or its suppliers shall retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to all Company Intellectual Property and that no Company Intellectual Property shall be deemed to be a Work Product or a "work made for hire". Client further acknowledges and agrees that Company may modify and/or improve Company Intellectual Property during the course of this Agreement. Client agrees that all such modifications, improvements, and derivative works shall be included within the meaning of "Company Intellectual Property", unless otherwise specifically agreed by the parties in writing. For the avoidance of doubt, Client is not granted any rights, title or interest in or to any Company Intellectual Property and/or any other equipment, supplies, software, tools, documentation, and materials owned, leased, or used by Company. All Company Intellectual Property is deemed to be Company Confidential Information for purposes of this Agreement. Client shall have or obtain no rights in or to any Company Intellectual Property other than pursuant to a separate written agreement or Statement of Work signed by an authorized representative of each party. Notwithstanding any other provision of this Agreement to the contrary and subject to Section 7 below, Company shall be free to use any ideas, concepts, or know-how developed or acquired by Company during the provision of the Services to the extent obtained and retained by Company's personnel as impressions and general learning. Nothing in this Agreement will preclude Company from acquiring, developing, using, enhancing, or marketing services or materials that are similar or related to any Work Product prepared for Client.

5.4 License Grants. Subject to the terms and conditions of the Agreement, Client hereby grants Company an irrevocable, worldwide, non-exclusive, royalty-free, fully-paid perpetual right and license to use any Client Property solely for the purpose of providing Services under this Agreement as well as any Service Order or Statement of Work.

