VONAGE

Supplier: Vonage Business, Inc. 23 Main Street, Holmdel, NJ 07733 , US
Company registration No: 4437638

ORDER FORM

Prepared By: Jimmy Malik

Customer information
George Mason University
4400 University Drive
Fairfax
22030

Contact name: Clifford Shore
Contact email: cshore@gmu.edu
Order Currency: USD

Order Reference: CLD570224
Order valid for Customer signature until: August 22, 2022

Subscription Service

Name	Charging unit	Unit fees and charges	Qty	Fees and charges
Conversation Analyzer Contributor (Named User) - incl. 2000 Voice Conv. Mins	Per Annum	$288.00	57	$16,416.00
Conversation Analyzer Supervisor (Named User) - incl. 2000 Voice Conv. Mins	Per Annum	$288.00	7	$2,016.00
Standard Support *Charged at 10% of Subscription Services	Per Annum	$16,511.40	1	$16,511.40
US DID Geographic Number Enablement Fee	Per Annum	$24.00	1	$24.00
Vonage Contact Center for Salesforce Advanced Connector	Per Named User Per Annum	$0.00	64	$0.00
Vonage Contact Center Premium - Administrator	Per Named User Per Annum	$959.88	25	$23,997.00
Vonage Contact Center Premium - Concurrent Agent	Per Concurrent User Per Annum	$959.88	100	$95,988.00
Vonage Contact Center Premium - Supervisor	Per Named User Per Annum	$959.88	25	$23,997.00
Vonage Contact Center Wallboard	Per Named User Per Annum	$900.00	3	$2,700.00
			Total	$181,649.40

Professional Service

Name	Charging unit	Unit fees and charges	Qty	Fees and charges
Professional Services Full Day - Weekdays	Each	$900.00	42	$37,800.00
			Total	$37,800.00

Subscription Services Invoicing Frequency	**Monthly in advance**

Total Initial Invoice Value	$52,937.45

Initial Term	60 Months	Term Start Date	December 1, 2022

Total Order Value	$946,047.00

Special Conditions:

Validity and Authorised Signatures:
This Order remains valid for signature by the Customer until the date detailed above. On signature of this Order by both parties where indicated below, this Order together with the Master Services Terms and Conditions attached form the binding Agreement and is effective from the date of the latest signatory ("Effective Date").

Customer: George Mason University	Supplier: Vonage Business, Inc.
Signature: Clifford Shore	Signature: Reginald Scales Reginald Scales (Aug 22, 2022 16:49 PDT)
Name: shore cliff	Name: Reginald Scales
Job Title: CPO	Job Title: SVP
Date: Aug 18, 2022	Date: Aug 22, 2022

Invoice Details

Invoice Account:	George Mason University
Invoice Address:	4400 University Drive Fairfax 22030
Invoice Contact:	
Invoice Email:	
Customer PO#	

Subscription Services, Call Recording Retention, Pricing and Order of Precedence

- Service Descriptions containing detailed descriptions of certain Subscription Services shall be incorporated by reference into this Order; a full list of Service Descriptions can be accessed here[1].
- Product-Specific Terms apply to the purchase of Managed Services, *Monet / Verint* and *VBC-UK* Subscription Services. If applicable, Product-Specific Terms shall be incorporated by reference into this Order and can be accessed here[2].
- Notwithstanding the then-current retention period for call recordings; upon termination of the Agreement, call recordings will be available to retrieve or download for a period of 30 days only. Thereafter, the Supplier shall permanently delete all call recordings. If termination occurs before the expiry of the then-current retention period (whether the standard inclusive period or an adjusted period), no refund will be available to the Customer.
- All Fees are exclusive of any excise taxes, sales tax or value added taxes and the Supplier shall add these to its invoices at the appropriate rate.
- Payments are due in the currency shown on the Order.
- The order of precedence shall be (a) special conditions on this Order, (b) the rest of this Order, (c) DPA, (d) Product-Specific Terms (where relevant), (e) the Master Services Terms and Conditions, (f) the Statement of Work, then (g) the Service Descriptions and the Technical, Organizational and Security Practices.

Invoicing and Purchase Orders

- The Supplier shall submit all invoices to the Contact or Invoice Email specified on this Order. The Customer shall inform the Supplier promptly in writing if it changes the person to whom invoices should be submitted.
- Where the Customer has not provided its purchase order or a purchase order number (where indicated above) to the Supplier at the date of the Customer's signature to this Order, the Customer confirms that a purchase order or purchase order number is not required by (a) the Supplier to issue its invoices and (b) the Customer to authorize or make payments to Supplier for the Fees detailed in this Order.
- Any pre-printed terms or conditions contained in any purchase orders, delivery schedules, invoices, general terms and conditions of trade are void and without effect.

[1] https://www.newvoicemedia.com/legal/documents/service-descriptions
[2] https://www.newvoicemedia.com/legal/documents/product-specific-terms

Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589 http://fiscal.gmu.edu/purchasing/

STANDARD CONTRACT GMU-1769-22

This Contract entered on this 11th day of August, 2022 by Vonage Business, Inc. hereinafter called "Contractor" (located at 101 Crawfords Corner Road, Suite 2416 • Holmdel, NJ 07733) and George Mason University hereinafter called "Mason," "University".

I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

II. **SCOPE OF CONTRACT:** The Contractor shall provide telephone system replacement goods and services to Mason as set forth in the Contract documents. Services is defined collectively the Subscription Services, Professional Services and any Third-Party Equipment. Defined terms in this Contract shall have the same meaning given to such terms in the MSA (paragraph 1), unless otherwise defined herein.

III. **PERIOD OF CONTRACT; SERVICE TERM:** The terms of this Contract shall be coterminous with the Service Term applicable to the Services purchased pursuant to the Sales Order(s). The Initial Term of the Service Term for the Services shall be five (5) years. Following the Initial Term, the Services will automatically renew for successive periods of one (1) year for up to five (5) years, except if either Party provides written notice of intent not to renew at least ninety (90) 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 Mason; provided however, if Mason continues to use the Services after termination of the Initial Term or Renewal Term, such use shall be on a month-tomonth basis and Mason shall be obligated to pay for such Services at Vonage's then-current monthly rates. Either party may terminate such month-to-month term by providing at least thirty (30) days advance written notice.

a. On the commencement of each subsequent term, the Contractor may be entitled to apply an increase to the Subscription Fees of three percent (3%).

IV. **PRICE SCHEDULE:** Pricing will be determined based on the Services purchased and all pricing will be reflected via an applicable Sales Order. In addition, Contractor agrees that travel, hotels and subsistence expenses, if applicable, in connection with any on-site Professional Services, shall be paid or reimbursed at the maximum rate authorized by state law and the University's travel policies after receiving proper documentation.

V. **CONTRACT ADMINISTRATION: Brian Gantt** shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount and quantity of the Services to be purchased and shall decide all other questions in connection with the Services. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. **METHOD OF PAYMENT:** Net 30.

VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence in the event of a conflict):**

A. This signed Contract;
B. Signed Data Security Addendum (attached hereto as ATTACHMENT A); C. Contractor's final BAFO dated 6/14/22 (attached hereto as ATTACHMENT B);
D. Contractor Sales Order(s)/Order forms.
E. Contractor's Master Services Agreement ("MSA") (attached hereto as ATTACHMENT C);
F. Mason's Request For Proposals GMU-1769-22 in its entirety (incorporated herein by reference).

Contractor agrees that to the extent the Contract Documents C-F above (including imbedded links to supplemental terms or documents) contain any of the following provisions, any provisions prohibited by Virginia law, or any provision that are otherwise not authorized by Virginia law due to Mason's status as a state agency of the Commonwealth of Virginia, such provisions shall be null and void, and shall not be enforceable against the University.

A. An express or implied waiver of sovereign immunity;
B. An agreement to indemnify, defend or hold harmless any entity;
C. An agreement to maintain insurance;
D. An agreement providing for binding arbitration;
E. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages
F. Waiver of any legal rights that by law may only be waived by the Attorney General of the Commonwealth of Virginia;
G. Requiring the application of the law of any state or country other than Virginia in interpreting or enforcing the contract or requiring or
H. Requiring Mason to submit to the jurisdiction of a court of any state or country other than Virginia or permitting or requiring that any dispute under the contract be resolved in the courts of any state or country other than Virginia;
I. Limiting or adding to the time period within which claims can be made or actions can be brought.

VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ 23.1-1000 et seq.) of Title 23.1 of the Code of Virginia, and in particular § 23.1-1003 of the Restructuring Act ("Memoranda of Understanding"), and the *"Governing Rules"* and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: https://vascupp.org.

IX. CONTRACT PARTICIPATION: It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor in advance in writing.

Participation in this Contract is strictly voluntary. If authorized by the Contractor in advance in writing, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may mutually in writing modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

Subject to the applicable confidentiality obligations contained herein and in Contractor's Master Services Agreement, the University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity not a party to this Contract to the extent not caused by the University and the University will not be considered in default of the Contract in such case.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

B. ANTI-DISCRIMINATION: By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided;

however, if the faithbased organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules,* § 36).
In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. <u>ANTITRUST</u>: Intentionally Deleted.

D. <u>ASSIGNMENT</u>: This Contract inures to and is binding upon the Parties' successors and permitted assignees. Neither Party shall assign the Contract 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 Contract, 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.

E. <u>AUDIT</u>: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Upon reasonable notice to Contractor, Mason , its authorized agents, and/or state auditors, may request specific information and documentation to be produced and Contractor shall comply within a reasonable period of time. If the Commonwealth of Virginia requires access to specific materials for examination purposes, Contractor will comply as required by law.

F. <u>AVAILABILITY OF FUNDS</u>: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract pursuant to the terms and conditions of this Section F. Notwithstanding anything to the contrary in this Contract, if, following the initial 12-months of the Initial Term, Mason fails to receive the appropriate funding necessary to continue to pay for the Services as contracted, Mason may reduce or terminate the Services and associated monthly recurring revenue in direct proportion to the amount of funds that were being utilized per the funding used/available to fund the Services without early termination liability charges. If there are no funds available to pay for any of the Services, then Mason may terminate the Services and Contract without early termination liability charges.

Conditions to Reduction/Termination. The reduction/termination right in the previous paragraph is subject to the following additional conditions:

a. Mason must provide Contractor with at least sixty (60) days' prior written notice of its' intent to reduce or terminate Services, as well as a copy of any formal notice it receives, or other documentation satisfactory to Contractor, that the funding that is the source of funding for the Services will not be renewed, extended or continued, and that no other similar funding is available for such use.
b. The termination or reduction right above shall not be the result of a decision by Mason to transfer portions of its Services to providers other than Contractor.
c. Mason is responsible to pay for any charges incurred by it prior to the effective date of the termination or reduction.
d. Mason may not exercise this termination or reduction right prior to expiration of the first 12-months of the Initial Term.
e. Mason's account must be current and Mason must not otherwise be in default under the Contract.
f. The termination right is contingent upon the return to Contractor of all Contractor Equipment related to the terminated Services (including any free or promotional equipment).
g. Any reduction/termination of in the Services not related to the conditions this Section F will be subject to applicable early termination charges.

G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

H. BACKGROUND CHECKS: Contractor warrants that its employees (including subcontractors) performing services on any Mason campus have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in Administrative Policy Number 2221 – Background Investigations, the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), and Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this contract confirms compliance with this requirement.

I. CANCELLATION OF CONTRACT: Either party may cancel the Contract, for cause by providing notice of breach and subject to the 20-day cure period below, may terminate the Contract if the issue giving rise to the breach remains uncured for more than 20-days. If Mason terminates without cause in accordance with this provision, or if Service is terminated by Contractor as the result of Mason's uncured default, Mason shall pay Contractor a termination charge equal to the sum of: (i) all unpaid amounts for Service actually provided; (ii) 100% of the remaining monthly recurring charges from the date of termination through the end of the Service Term; and (iii) applicable Taxes and Fees on all of the foregoing.

J. CHANGES TO THE SERVICES: Changes can be made to the Services as follows:

1. The parties may agree in advance in writing to modify the Services purchased pursuant to this Contract. Any decrease in the quantity or price of contracted Services resulting from such modification shall be agreed to by Contractor in advance as a part of its written agreement to modify the scope of this Services, and the University shall be responsible to pay the applicable early cancellation charges for any such decrease in Service, unless waived by Contractor. Notwithstanding the foregoing, postacceptance/execution of a Sales Order/Order and prior to the Services being installed, Mason may reduce up to 10% of the contracted monthly recurring charge ("Reduced MRC") identified in the applicable Sales Order/Order without early termination fees or charges. Any request to reduce Services exceeding 10% of the total MRC in any applicable Sales Order/Order post-acceptance/execution of a Sales Order/Order will be subject to applicable early termination charges.

2. Mason may order changes to the Services at any time by written notice to Contractor subject to the terms stated herein. Changes to the Services may include, but are not limited to, Professional Services to be performed, or the location of delivery or installation. Mason shall pay Contractor for any increase in the monthly charges as applicable to the requested change, as well as be responsible for any early termination charge associated with any reduction in Services. Mason will also pay applicable Professional Services fees associated with any such changes as agreed between the Parties in advance in writing.

K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The firm must submit written claim to:

Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030

2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.

3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.

4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules.*

L. COLLECTION AND ATTORNEY'S FEES: N/A.

M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, specifically Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at https://universitypolicy.gmu.edu/all-policies/ and any facility specific policies can be obtained from the facility manager.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.

O. CONFLICT OF INTEREST: Contractor represents to Mason that to the best of its knowledge, its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules)*, the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.

P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the Services under this Contract are vital to the Mason and except as permitted under this Contract, the Services must be continued without interruption. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out transition of Services for up to 180 days following termination of a term-commitment period and this plan shall be subject to the Contract Officer's approval.

3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

P. DEBARMENT STATUS: As of the effective date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

Q. DEFAULT: In the case of a Party's default, the termination provision in the MSA, paragraph 14 shall provide the process and remedies as applicable with the exception of the cure period, which shall be changed to twenty (20) calendar days.

R. DRUG FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.

S. ENTIRE CONTRACT: This Contract and all attachments constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.

T. EXPORT CONTROL:

1. **Munitions Items**: If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:

   A. notify Mason (by sending an email to export@gmu.edu), and

   B. receive written authorization for shipment from Mason's Director of Export Controls.

   The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or selfclassification process. The Contractor promises that if it fails to obtain the required written preauthorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

2. **Dual-Use Items**: If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.

U. FORCE MAJEURE: Mason and Contractor shall be excused from failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of either party, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, epidemic, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from a party that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days. 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. If the Force Majeure event continues for more than thirty (30) days, either party may terminate this Agreement, without penalty by giving no less than thirty (30) days written notice to the other party.

V. FUTURE GOODS AND SERVICES: Mason reserves the right to have Contractor provide additional Services that may be required by Mason during the term of this contract. Any such Services will be provided by the Contractor under the same pricing, terms and conditions of this contract. Such additional Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract.

W. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

X. INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold harmless George Mason University the Commonwealth of Virginia, its officers, agents, and employees from any claim, demand, suit or proceeding ("Claim") made or brought against Mason by a third party (i) alleging that the use of the Services as permitted hereunder infringes on the Intellectual Property Rights of a third party; or (ii) the proven gross negligence or willful misconduct of Contractor; and shall indemnify Mason for any damages finally awarded against, and for reasonable attorney's fees incurred by, Mason in connection with any such Claim.

Y. LIMITATION OF LIABILITY: The limitation of each Party's liability is set forth in the MSA.

Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. Nothing in this Contract shall be construed as authority for a Party to make commitments which will bind the other Party or to otherwise act on behalf of a Party, except as a Party may expressly authorize in writing.

AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering it makes to avoid any known threat to the security of the IT environment at George Mason University.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. For more information please visit http://ati.gmu.edu, under Policies and Procedures.

INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that it will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission.

1. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence for bodily injury or tangible property damage, personal injury and advertising injury, products and completed operations coverage;

2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;

3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than $1,000,000 per occurrence; and

4. An umbrella/excess policy in an amount not less than five million dollars ($5,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.

BB. INTELLECTUAL PROPERTY:

1. Except due to applicable law, rule or regulation, unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.

CC. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

DD. PUBLICITY: Neither Party shall use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of the other Party except on the specific written authorization in advance by the non-disclosing Party's designated representative.

EE. REMEDIES: Either party may terminate the Contract for cause if the other party is in material breach of the contract and has failed to cure such breach within thirty (30) days after written notification thereof.

FF. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/."

GG. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, each party will, to the extent permitted by applicable law: i) promptly notify the other party of any subpoenas, warrants, or other legal orders, demands or requests received by a party seeking University Data or Contractor's Confidential Information; ii) consult with the other party regarding its response; iii) cooperate with the other party's reasonable requests in connection with efforts by to intervene and quash or modify the legal order, demand or request; and iv) upon request, provide the other party with a copy of its response.

If a party receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor or Contractor's Confidential Information, the receiving party will, to the extent permitted by applicable law, promptly provide a copy to the other party. Each party will promptly supply the other party with copies of data required for it to respond, and will cooperate with that party's reasonable requests in connection with its response.

Contractor acknowledges that, as a public institution of higher education, Mason may have an obligation under the Virginia Freedom of information Act (FOIA) statute to disclose certain information in the possession of Mason to other persons, and that preservation of confidentiality or proprietary information is subject to Mason's obligations to disclose such information under FOIA. See Administrative Policy Number 1117, Responding to Virginia Freedom of Information Act Requests for Records. https://universitypolicy.gmu.edu/policies/responding-to-virginia-freedom-of-information-act-foia-requests-forrecords/

HH. <u>SEVERABILITY</u>: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

II. <u>SOVEREIGN IMMUNITY</u>: Northing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.

JJ. <u>SUBCONTRACTS</u>: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

KK. <u>UNIVERSITY DATA</u>: University Data may include Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.

2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.

3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property.

4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout the Service Term, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

   Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.

5. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

LL. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Promptly upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.

2. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract pursuant to Section DD above.

MM. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data is securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. To the extent technologically feasible, Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason.

NN. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.

OO. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Vonage Business Inc.	**George Mason University**
Reginald Scales Reginald Scales (Aug 22, 2022 16:49 PDT)	Clifford Shore
Signature	Signature
Name: Reginald Scales	Name: shore cliff
Title: SVP	Title: CPO
Date: Aug 22, 2022	Date: Aug 18, 2022

ATTACHMENT A Data Security Addendum for inclusion in the Contract between George Mason University (the "University") and the Selected Firm/Vendor

This addendum is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Sensitive University Data will be protected by the Selected Firm/Vendor during the term of the Parties' Contract and after its termination.

1. Definitions

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

a. **"Personally Identifiable Information ("PII")"** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.

b. "**University Data**" includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

c. **"Sensitive University Data" means** data identified by University to Selected Firm/Vendor as Sensitive University Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information;
(6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information.

d. "**Securely Destroy**" means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.

e. "**Security Breach**" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.

f. "**Services**" means any goods or services acquired by the University from the Selected Firm/Vendor.

2. Data Security

a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.If Selected Firm/Vendor's use of Sensitive University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information.. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request.

3. Employee Background Checks and Qualifications

a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Sensitive University Data; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable).

4. Audits

a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by Vendor and/or Vendor's third-party auditor/assessor. ; and iii) formal penetration test, performed by Vendor's third-party auditor/assessor.

b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense and not more than once per year, the Selected Firm/Vendor to provide responses to security questionnaires which will be provided promptly to the University.

c. AICPA SOC Report (Type II)/per SSAE18: Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, and will be provided annually upon request by University. The SOC report should be directed to the appropriate representative identified by the University. Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

George Mason University	**Contractor**
shore cliff	Reginald Scales
(Printed Name)	(Printed Name)
Clifford Shore	Reginald Scales Reginald Scales (Aug 22, 2022 16:49 PDT)

(Signature)

CPO

(Title)

Aug 18, 2022

(Date)

(Signature)

SVP

(Title)

Aug 22, 2022

(Date)

ATTACHMENT B
BAFO

COMPONENTS and SERVICES PRICING

Bidders should use the template below (preferred), or provide their own pricing template.

Please ensure all requirements are included in pricing, including any 3rd party charges.

Please include firm service component pricing as well as budgetary implementation costs

	60 Month Term		
	Vonage		

Cost Categories	Description	EST QTY	Unit Cost	Ext. Cost
UC Seats & Primary Voice Services				
User Seats (Professional)		7620	$5.00	$38,100
Microsoft Teams Only: Integration Add-on	This is a free add on	7620	$0.00	$0
UCaaS Seat Add-on				$0
Common Area/Conference Room/Class Room		216	$5.00	$1,080
				$0
				$0
UC Seats Subtotal:	Total UC Seats:	7836		**$39,180**
Equipment				
Rental Option (See Below for Purchase Option)	**Rental**			
User Desk Phones	Yealink T43U	7836	$2.99	$23,430
Common Area Phones				$0
User Desk Phone w/ Expansion Module	Yealink EXP43			$0
Equipment Subtotal:	Total Quoted Equipment:	7836		**~~$23,430~~**
Additional UC & Voice Features				
Auto Attendant	(Description)	1		$0
Receptionist Console	(Description)	1		$0
Faxing	(Description)	1		$0
CRM Integration	(Description)	1		$0
Call/Hunt Groups	(Description)	1		$0
Additional DID Telephone Number Cost	(Description)	2200		$0
(Other as Required)	(Description)			$0
(Other as Required)	(Description)			$0
(Other as Required)	(Description)			$0
Additional Voice / UCaaS Features Subtotal:				**$0**
Estimated Usage				
Local Usage (Minutes)	Unlimited Local	1	$10.00	$10

MONTHLY RECURRING COSTS (MRC)	Domestic LD Usage (Minutes)	Unlimited Domestic LD			$0
	Toll-Free Usage (Minutes)	Toll Free Bundle (20,000 Minutes)			$0
	(Other as Required)	(Description)			$0
	Additional Voice / UCaaS Features Subtotal:				**$10**
	CCaaS Seats				
	Virtual Contact Center Seat	Concurrent VCC Seat Select	150	$89.99	$13,499
	Toll-Free Usage (Minutes)	Toll Free Bundle (20,000 Minutes)			$0
	Conversation Analyzer	Conversation Transcript and	65	$24.00	$1,560
	(Other as Required)	(Description)			$0
	(Other as Required)	(Description)			$0
	(Other as Required)	(Description)			$0
	(Other as Required)	(Description)			$0
	Estimated Usage Subtotal:				**$15,059**
	Estimated Taxes, Fees, & Surcharges				
	E911	E911 Fee	7836	$1.00	$7,836
	Recovery Fee (CRF)	Cost Recovery Fee	7836	$1.75	$13,713
	Estimated Other Taxes & Surcharges	Estimated Taxes & Surcharges		23%	$17,158
	stimated Taxes, Fees, & Surcharges Subtotal:				**$38,707**
	Total Recurring Voice Service Costs				

	Total Monthly Recurring Costs	**$92,955**			
	Total Annual Recurring Costs	$1,115,460			
	Microsoft Licensing Required				
	(Other as Required)	(Description)			$0
	(Other as Required)	(Description)			$0
	(Other as Required)	(Description)			$0
	Microsoft Licensing Subtotal:				**$0**
	Total Recurring Costs with MS Teams Enablement				
	Total Monthly Recurring Costs	**$92,955**			
	Total Annual Recurring Costs	$1,115,460			
ONE-TIME COSTS (NRC)	**Professional Services**				
	Implementation				
	Onsite Implementation (per location)	(Description)	7836	11	$86,196
	Vonage Contact Center Implementation (32 Days)	Increased by 10 days after S	42	900	$37,800
	Remote Implementation / Support	(Description)			$0
	Other Professional Services	(Description)			$0
	Training				
	Onsite Training	(Description)			$0
	Remote/Webinar Training	(Description)			$0
	Phone Hardware Purchase Option				
	User Desk Phones	Yealink T43U			$0
	Common Area Phone	Yealink T42U			$0
	User Desk Phone w/ Expansion Module	(Description)			$0
	Phone Set Shipping	(Description)			$0
	(Other as Required)	(Description)			$0
	Implementation & Training Subtotal:				**$123,996**
	Total One-Time Costs With 1st Month Free Service	**$70,996 ($53,500 Savings)**			

ATTACHMENT C Contractor Master Services Terms and Conditions

This Master Services Agreement (the "MSA" or "Service Terms") governs Mason's use of the Vonage Contact Center Service and the Vonage Business Communications Service. In the event of a conflict with these Service Terms and the Mason Contract above, the Mason Contract will prevail.

1 Definitions

1.1 Capitalized terms used but not otherwise defined in these Master Services Terms and Conditions will have the meaning ascribed to such terms in the Order.

1.2 The following definitions and rules of interpretation in this clause apply to these Master Services Terms and Conditions:

"Acceptable Use Policy" means the Supplier's acceptable and reasonable use policy which can be accessed here[1].
"Agreement" means an Order and these Master Services Terms and Conditions, and incorporates any Statement of Work executed as at the Effective Date or subsequently by the parties during the Term, any data processing agreement, Change Order and/or addenda which shall collectively form a legally binding 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.
"Authorized User" means those individuals who are authorized by the Customer to use the Subscription Services and Documentation.
"Call Charges" means the charges payable by the Customer for Connected Minutes not falling within a relevant bundle of pre- purchased Connected Minutes (if any), or for SMS texts (if any) at the rates set out in the Service Description for Telephony and Messaging Services or as otherwise defined in the Agreement.
"Change Order" means any mutually agreed change to a Statement of Work effected by a change order form, signed by the Customer and Supplier detailing the relevant change.
"Connected Minutes" shall have the meaning set out in the Service Description for Telephony and Messaging Services.
"Consumer Guarantees" means, if applicable to the parties, the consumer guarantees in Division 1 of Part 3-2 of the Australian Consumer Law.
"Customer" means the customer defined in the Order.
"Customer Data" means data, information or material, including voice recordings, submitted by the Customer, or the persons to whom the Customer Data relates, or Authorized Users to the Subscription Services.
"Customer Equipment" means any equipment, software, software data storage, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.
"Customer Support Service" means, in respect of the Subscription Services, the maintenance and support services provided by the Supplier as described in the applicable Service Description.
"Day" means a day consisting of 7.5 hours between the local hours of 0800 and 1800, other than on a Saturday, Sunday or public holiday in the region from which Professional Services are being delivered.
"Documentation" means the Supplier's published user documentation which describes the Services and includes the Service Description and the Technical, Organizational and Security Practices , as updated from time to time. Documentation does not include source code, sales brochures, proposals, training materials or marketing information. All Documentation is published in the English language.
"Effective Date" shall have the meaning set out on the Order.
"Fees" means the total fees and charges payable for all items detailed on the Order.
"Half-Day" means a day consisting of 3.75 hours between the local hours of 0800 and 1800, other than on a Saturday, Sunday or public holiday in the region from which Professional Services are being delivered.
"Initial Term" means the initial term of the Subscription Services as detailed on the 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.
"Master Services Terms and Conditions" means these Master Services Terms and Conditions together with any schedules. **"Order"** means any order form/s (together with any schedules), signed by the Customer and Supplier detailing the specific Services purchased.
"Professional Services" means the telecommunication set-up, installation, configuration and other professional services identified as such in an Order (and more fully described in a Statement of Work) that are to be provided by the Supplier in connection with the Subscription Services.
"Professional Service Fees" means the fees for the Professional Services as set out in the Order.

“Service Description” means individually or collectively the documents that describe the Subscription Services which can be accessed here[2] as published and updated from time to time.
“Services” means collectively the Subscription Services, Professional Services and any Third-Party Equipment.
“Statement of Work” or “SOW” means the document signed by the Customer that describes the Professional Services to be provided hereunder.

“Subscription Fees” means the recurring fees for the Subscription Services as detailed on the Order.
“Subscription Services” means the cloud contact centre services, telephone services, Customer Support Service and any other services which are provided on a subscription basis, and for which the Customer pays a Subscription Fee, and that are to be provided as detailed on the Order. Certain Subscription Services may be subject to additional terms and conditions (“Product-Specific Terms”), which will in the event of any conflict prevail over these Master Services Terms and Conditions, and can be accessed here[3].
“Subscription Services Invoicing Frequency” means the intervals at which the Supplier will deliver its invoices for Subscription Fees (or other recurring fees) calculated from Term Start Date, as detailed on the Order.
“Subsequent Term” means in respect of the Subscription Services, one or more periods of the same duration as the Initial Term and which immediately follows the expiry of Initial Term or any Subsequent Term.
“Supplier” means the Vonage corporate entity identified on the Order.
“Support Level” means the level of customer service subscribed by the Customer for the Customer Support Service as set out in the Order and described more fully in the Service Description for *Customer Support Service*.
“Technical, Organizational and Security Practices” means the document that describes the standards for security (administrative, technical and physical controls) and privacy applied to the Services, which can be accessed here[4] as published and updated from time to time.
“Term” means the term of the Subscription Services and shall include the Initial Term together with any Subsequent Term.
“Term Start Date” means the commencement date for the Subscription Services which shall be the first day of the month following the Effective Date, unless stated otherwise on the Order.
“Third Party Equipment” means equipment (if any) that is, at the Customer’s request, procured by the Supplier from a third party on behalf of the Customer.
“Total Initial Invoice Value” means the value of the first invoice for Fees in respect of: (a) Subscription Services (in accordance with the Subscription Services Invoicing Frequency); (b) Professional Services; (c) any Third Party Equipment; and (d) any other one time fees or charges.

2 Agreement Term and Duration

2.1 The Agreement shall commence on the Effective Date and shall continue until all Subscription Services have been terminated in accordance with the terms of this Agreement or have otherwise expired.

2.2 Subscription Services shall commence on the Term Start Date and shall continue for the Initial Term, and thereafter shall, subject to Clause 2.3 below, automatically renew for one or more Subsequent Terms.

2.3 Either party may terminate the Agreement by providing no less than ninety (90) days’ prior written notice to the other party before the last day of the Initial Term or any Subsequent Term, in which case the Agreement shall terminate on the last day of such Initial Term or Subsequent Term; such notice shall be delivered in accordance with Clause 24 (Notices). Upon termination of the applicable Initial Term or Subsequent Term, Supplier 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 Subsequent Term, such use shall be on a month-tomonth basis and Customer shall be obligated to pay for such Subscription Services at Supplier’s then-current monthly rates. Either party may terminate such month-to-month term by providing at least thirty days advance notice.

3 Subscription Services

3.1 Subject to the Customer paying the Fees, and the terms and conditions of this Agreement, the Supplier hereby agrees to provide the Subscription Services to the Customer and grants to the Customer a non- exclusive, non-transferable right to permit the Authorized Users to use the Subscription Services and Documentation during the Term solely for the Customer’s internal business operations.

3.2 During the Initial Term or any Subsequent Term, additional Subscription Services, including additional Authorized Users (“Additional Subscription Services”) can be purchased, with such Additional Subscription Services being coterminus with the then-remaining Initial Term or Subsequent Term. To purchase Additional Subscription Services, the Customer will execute an additional Order and pay the additional Subscription Fees, which shall be prorated for the then-remaining Initial Term or Subsequent Term. Furthermore, the Customer can self-create and delete additional Authorized Users via the Customer portal, at will and without commitment to the then remaining Initial Term or Subsequent Term and for which the charges described in Clause 9.4(b) shall apply.

3.3 The Supplier is not obligated to deliver future functionality or services which are not generally available currently and the Customer agrees that the Agreement is not contingent upon the availability of such functionality or services.

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

3.5 In the performance of its Subscription Services, Supplier is expressly authorized by the Customer to collect statistics, response rates and other measures of the use and performance of the Subscription Services, provided that such data is aggregated and anonymized ("Aggregate Data"). The Supplier will retain all right, title and interest in and to the Aggregate Data.

4 Professional Services

4.1 Subject to the Customer paying the Professional Service Fees, and the terms and conditions of this Agreement, the Supplier hereby agrees to provide the Professional Services as specified in the Order and/or Statement of Work using trained, qualified personnel exercising reasonable skill and care.

4.2 Professional Services may be utilised in Day, and/or Half-Day quantities, or as otherwise specified in the relevant Order.

4.3 Professional Services are available either on a time- and-materials or fixed-fee basis (as determined by the Supplier) as described in the relevant Order and/or SOW. Any amount set forth on a time-and-materials basis is solely a goodfaith estimate and may vary following the completion of a site survey and/or solutions design workshop and/or during the course of the project. If the estimated time is to be increased, the Supplier will seek approval from the Customer to provide additional Professional Services and any such additional time will be provided under the same rates and terms. If the estimated time exceeds the actual time expended, the Customer shall be entitled to utilise unused full Days or Half-Days on other projects, such days to be utilised within twelve (12) months of the Effective Date of the Order in which the Professional Services were originally purchased and prior to the expiry of the Term. 4.4 All timescales detailed in a SOW are good faith estimates only.

4.5 A change to the scope or execution of the Professional Services can 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 Fees.

4.6 Without prejudice to the provisions of Clause 6.1.4, upon completion of the Professional Services, the Supplier will request that the Customer complete an acknowledgement of acceptance of the Services. Notwithstanding this, should the Customer begin use of the Services, or part thereof, for any business purpose other than for testing without completing the acknowledgement, such usage shall constitute acceptance of the Services.

4.7 The Supplier may subcontract the performance of any or all of its obligations under this Clause 4 (Professional Services). Any such subcontract shall not affect the Supplier's liability to the Customer for the performance of its contractual obligations.

5 Equipment

5.1 Supplier's equipment policy is set forth here[5] and shall apply to all equipment used, purchased or leased in connection with the Subscription Services.

6 Warranties and Exclusive Remedies

6.1 The Supplier warrants that during the Term:

6.1.1 the Subscription Services will be provided substantially in accordance with the relevant Service Descriptions; the Customer's exclusive remedy and the Supplier's entire liability for a breach of this Clause 6.1.1 are set forth in the Service Description for *Service Commitment and Service Credit* if applicable and Clause 14 (Termination);

6.1.2 it will comply with its Technical, Organizational and Security Practices and will not materially decrease the overall security of the Subscription Services;

6.1.3 the Customer Support Service will be provided as detailed in the Service Description for *Customer Support Service*, and in compliance with the Support Level;

6.1.4 the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.

6.2 For any breach of the warranty provided in Clause 6.1.4 the Customer's exclusive remedy and the Supplier's entire liability will be the re-performance of the Professional Services unless the Supplier is unable to re- perform the Professional Services as warranted, in which case, the Customer will be entitled to recover the Professional Service Fees paid in respect of the deficient Professional Services. A claim under this warranty shall be submitted to the Supplier in writing within ninety (90) days of the incident giving rise to the alleged breach of warranty.

7 Supplier's Obligations

7.1 The Supplier shall:

7.1.1 be fully responsible for the acts and/or omissions of any of its subcontractors, agents and employees;

7.1.2 use reasonable efforts to prevent the introduction of any virus into the Subscription Services, including: (a) installing virus detection software with active mode enabled; (b) configuring systems to scan all removable media inserted into the system; (c) maintaining processes to ensure latest virus definitions apply to all systems; and (d) maintaining a process for continuous and timely updates of virus detection software; and

7.1.3 provide information, announcements, surveys and other email communications from time to time in connection with the Services to the Customer and/or its Authorized Users; communications may also include securityawareness information, incident reports, newsletters, invitations and relevant information pertaining to new features and other products and services.

7.2 If the Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly from such prevention or delay.

8 Customer's Obligations 8.1 The Customer shall:

8.1.1 grant the Supplier a non-exclusive, non-transferable license to use the Customer Data to deliver and monitor the Services in accordance with this Agreement;

8.1.2 cooperate reasonably and in good faith with the Supplier, its agents, subcontractors, consultants and employees in its performance of Professional Services by: (a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable the Supplier to perform the Professional Services, (b) informing the Supplier of the health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises, (c) providing, in a timely manner and at no charge to the Supplier, office workspace, access to telephone, internet access for Supplier equipment, (or suitably configured computer equipment with internet access), and other facilities, and (d) providing access to Customer's appropriate and knowledgeable employees and agents where required by Supplier;

8.1.3 cooperate with the Supplier in all matters relating to the Services, particularly but not limited to, complying with the obligations of the Customer as set out in the Service Description for *Customer Support Service*;

8.1.4 ensure that all Customer Equipment is in good working order and conforms to the technical prerequisites as published by the Supplier which can be accessed here[6];

8.1.5 in respect of the Subscription Services, comply with the Supplier's Acceptable Use Policy.

8.1.6 not permit any third party access to the Services for any competitive monitoring of its availability, performance or functionality or any other benchmarking purposes; and

8.1.7 be responsible for the accuracy, quality and legality of Customer Data, including its content and use, obtaining and maintaining all necessary licenses and consents and comply with all relevant legislation in relation to the collection, transfer and disclosure of the Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and any Customer information technology infrastructure that interfaces or interoperates with the Service.

9 Fees, Charges and Payment

9.1 In consideration for the provision of the Services, the Customer shall pay the Fees in accordance with this Clause 9 (Fees, Charges and Payment).

9.2 The Customer agrees that: (a) Subscription Fees will be calculated and chargeable commencing the first (1st) day of the month in which the Term Start Date falls; (b) payment obligations are non-cancellable and Fees paid are non-refundable (except as otherwise specified in this Agreement); (c) Subscription Fees are based on Subscription Services purchased and not on actual usage and (d) subject to Section 9.4 (b), quantities purchased cannot be decreased during the Initial Term or during any Subsequent Term.

9.3 Unless otherwise detailed on the Order, the Supplier shall submit its invoice for the Total Initial Invoice Value on or after the Effective Date; thereafter, the Supplier shall submit invoices for Subscription Fees in accordance with the Subscription Services Invoicing Frequency.

9.4 In addition to the Fees, the Supplier shall invoice the Customer monthly in arrears: (a) for Call Charges (if any); (b) for the number (if any) of Authorized Users created by the Customer via the Customer portal that each month exceed the per Order contracted number of Authorized Users and for which the Supplier will apply a charge as follows:

{no. of excess Authorized Users per month × Subscription Fee for equivalent Authorized User × 2} (with such adds being month-to-month); (c) ancillary expenses (if any) reasonably incurred in connection with the delivery of any on-site Professional Services, including travel, hotel and subsistence expenses; such expenses shall be invoiced by the Supplier at cost; and (d) for time spent providing additional Professional Services pursuant to clause 4.3 and/or Change Order.

9.5 The Customer shall pay each undisputed invoice submitted to it by the Supplier in full within thirty (30) days of the date of the relevant invoice.

9.6 All Fees payable under the Agreement are exclusive of any 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 ("Taxes"). Customer will be solely liable for and will pay upon demand all Taxes associated with the Customer's access to and use of the Services and shall not deduct any such amounts, or any other withholdings, set-offs or deductions, from amounts that the Customer owes to the Supplier, but will not be responsible for taxes based on the Supplier's net income. The Customer may present the Supplier with an exemption certificate eliminating the Customer's and Supplier's liability to pay certain Taxes. Once the Supplier has received and approved the exemption certificate, the Customer shall be exempt from those Taxes on a goingforward basis. If a taxing jurisdiction determines that Customer is not exempt from Taxes and assesses those taxes, the Customer shall pay those Taxes to the Supplier, plus any applicable interest or penalties. Such determination will not affect invoices submitted before the Supplier reasonably could act.

9.7 On the commencement of each Subsequent Term, the Supplier shall be entitled to apply an increase to the Subscription Fees of seven percent (7%).

9.8 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay an invoice (which has not been properly disputed) within fifteen (15) days of the due date, the Supplier may, without liability to the Customer, suspend all or part of the Services until the undisputed payment has been made in full. If the Supplier suspends the Services in full or part, the Customer continues to remain liable for all Fees during any suspension period. The Supplier may, at its sole option, choose to restore the Services during any period of delinquency; such restoration shall not be construed as a waiver of the Supplier's right to (i) receive full payment for Fees due or (ii) again suspend the Services at any time for non-payment of any unpaid charges. The failure of the Supplier to restrict, suspend or terminate the Services for non-payment of any charges shall not operate as a waiver or estoppel to restrict, suspend or terminate Services for non-payment of current or future charges.

9.9 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.

9.10 In the event that the Customer disputes in good faith any portion of the Supplier's invoice:

9.10.1 the Customer shall pay the undisputed amounts and submit a written claim for the disputed amount, together with adequate information relevant to the dispute. Invoice disputes for disputed amounts must be submitted to the Supplier within ninety (90) days of the date of the applicable invoice. The Customer acknowledges that it is reasonable for the Supplier to require the Customer to dispute charges within the stated timeframes and, notwithstanding the provisions of Clause 17.1, the Customer therefore waives the right to dispute any charges after such time; and

9.10.2 the Customer and Supplier will make all reasonable efforts to agree on how much of the disputed sum, if any, is payable as soon as possible.

9.10.3 if the Customer is unable to reasonably substantiate its dispute, the disputed amount shall be considered valid.

10 Data Protection

To the extent that the Supplier processes any personal data on behalf of the Customer, the terms of the data processing addendum ("DPA") which can be accessed here[7], shall apply to such processing, and in the event of any conflict, prevail over these Master Services Terms and Conditions.

11 Intellectual Property Rights

11.1 All Intellectual Property Rights and all other rights in the Services and Documentation shall be owned by the Supplier or its licensors, including without limitation any improvements, enhancements, modifications, and derivative works thereof made pursuant to any of the Services.

11.2 Upon termination of this Agreement, any licenses granted under this Agreement will automatically, without notice, terminate.

11.3 Subject to Clause 26, neither party shall use the other's trademarks, trade name, brands or images without the other's prior written permission.

12 Confidentiality

12.1 A party ("the Receiving Party") shall, using a commercially reasonable standard of care (no less than the standard used to treat its own information as confidential), keep in strict confidence and ensure its employees, agents and representatives shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by the other party ("the Disclosing Party"), to the Receiving Party, or to its employees, agents, consultants or subcontractors and any other confidential information concerning the other party's business or its product which the Receiving Party may obtain ("Confidential Information") except as permitted by Clause 12.2.

12.2 The Receiving Party may disclose such Confidential Information:

12.2.1 to its employees, officers, representatives, advisers, agents or subcontractors (and in the case of the Supplier, to its parent company or subsidiaries) who need to know such Confidential Information for the purposes of carrying out their obligations under this Agreement; or

12.2.2 if the Disclosing Party gives its prior, written, informed consent to this disclosure.

12.3 The Receiving Party's obligations under this Clause 12 (Confidentiality) shall not apply to particular Confidential Information:

12.3.1 if the Confidential Information is already public knowledge;

12.3.2 if the Confidential Information subsequently becomes public knowledge, without restrictions and other than by breach of this Agreement;

12.3.3 if the Confidential Information is already known without restrictions, to the Receiving Party at the time of disclosure;

12.3.4 if the Confidential Information subsequently comes lawfully into the possession of the Receiving Party from another party;

12.3.5 if the information is independently developed by the Receiving Party without use or reference to the Confidential Information of the Disclosing Party; or

12.3.6 to the extent that it is required to be disclosed by any law, court order or any governmental or regulatory authority provided that the Receiving Party gives the Disclosing Party written notice of such requirement as soon as reasonably possible after learning of such requirement and, to the extent reasonably possible, an opportunity to take such steps as may be available to avoid disclosure or retain confidential treatment.

12.4 Each party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such Confidential Information comply with the substance of this Clause 12 (Confidentiality).

12.5 Neither party shall use any such Confidential Information for any purpose other than to perform its obligations under this Agreement.

12.6 At the Disclosing Party's written request, the Receiving Party will immediately destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession and shall make no further use of such Confidential Information and confirm to the Disclosing Party in writing that it has done so.

13 Indemnification; Limitation of Liability

13.1 The Supplier shall indemnify and defend the Customer and its officers, directors and employees, against any claim, demand, suit or proceeding ("Claim") made or brought against the Customer by a third party (i) alleging that the use of the Services as permitted hereunder infringes the Intellectual Property Rights of a third party; or (ii) the proven gross negligence or wilful misconduct; and shall indemnify the Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, the Customer in connection with any such Claim.

13.2 The Customer shall defend the Supplier against any Claim made or brought against the Supplier by a third party alleging: (i) that the Customer Data infringes the proprietary rights of such third party, or that its use by the Customer or any direction by the Customer for use by the Supplier is in violation of this Agreement or applicable law; (ii) any unlawful, unauthorized or prohibited use of the Services; (iii) the proven gross negligence or wilful misconduct of Customer or its employees, agents or subcontractors; and shall indemnify the Supplier for any damages finally awarded against (or agreed settlements), and for reasonable attorney's fees incurred by the Supplier in connection with any such Claim.

13.3 Each indemnifying party's obligations in Clause 13.1 and 13.2 above are subject to the conditions that the other party:

(a) promptly gives the indemnifying party written notice of the Claim; (b) gives the indemnifying party sole control of the defence and settlement of the Claim (provided that the indemnifying party may not settle any Claim that adversely affects the other party without the other party's consent and the indemnified party has the right to participate with its own counsel at its expense); (c) must not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party; and (d) provides to the indemnifying party, at its expense, all reasonable assistance.

13.4 The Supplier's obligations in Clause 13.1(i) will not apply to the extent that the infringement arises from: (a) the use of the Services in breach of the terms of this Agreement and/or not in accordance with the Documentation; and/or (b) additions, changes or modifications to the allegedly infringing items not performed and/or not authorised by the Supplier; and/or (c) combinations of the allegedly infringing items with other products, materials or services not authorized by the Supplier.

13.5 In the event that a Claim of infringement pursuant to Clause 13.1(i) is made or in the Supplier's opinion is likely to occur, then the Supplier may, at its sole option and expense: (a) procure for the Customer the right to continue using the allegedly infringing item; (b) replace or modify such allegedly infringing item so that it becomes non-infringing; or if such remedies are not reasonably available, (c) terminate this Agreement and refund any monies paid to it by the Customer for Subscription Services not yet rendered, if any.

13.6 Clauses 13.1 through 13.5 above state the indemnifying party's sole liability to, and the other party's exclusive remedy against, the indemnifying party for any type of Claim described in this clause.

13.7 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND IF APPLICABLE SUBJECT TO CLAUSE 13.11, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES (OTHER THAN THOSE WARRANTIES STATED HEREIN), REPRESENTATIONS AND OTHER TERMS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES, REPRESENTATIONS, CONDITIONS OR OTHER TERMS OF MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT: (A) THE SUBSCRIPTION SERVICES AND THIRD PARTY EQUIPMENT MAY CONTAIN BUGS, ERRORS AND DEFECTS; (B) USE OF THE SUBSCRIPTION SERVICES AND THIRD PARTY EQUIPMENT IS AT ITS RISK; AND (C) THE ENTIRE RISK OF THE SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE CUSTOMER. ACCORDINGLY, THE SERVICES AND THE DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, DEFECTS AND ERRORS AND WITHOUT WARRANTY OF ANY KIND; NO VERBAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE SUPPLIER OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. THE CUSTOMER ACKNOWLEDGES THAT THE SERVICES MAY NOT BE DESIGNED, INTENDED OR RECOMMENDED AS A MEANS BY WHICH TO STORE OR TRANSMIT "PROTECTED HEALTH INFORMATION" (OR 'PHI') AS DEFINED UNDER THE UNITED STATES' HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND RELATED OR SIMILAR LAWS (COLLECTIVELY, "HIPAA"). EXCEPT AS OTHERWISE AGREED IN A SEPARATE WRITING SIGNED BY THE SUPPLIER, THE SUPPLIER 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.

13.8 DIRECT DAMAGES. SUBJECT TO CLAUSES 13.9, 13.10, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNTS PAID BY THE CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE MOST RECENT INCIDENT GIVING RISE TO LIABILITY. FOR THE AVOIDANCE OF DOUBT, THE SUPPLIER'S LIABILITY UNDER THE DPA IS INCLUDED AND SUBJECT TO THE LIMITATION OF LIABILITY PROVISIONS AND EXCLUSIONS FROM LIABILITY UNDER SECTION 13.10 OF THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY, WHETHER AN ACTION IS IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY.

13.9 NOTWITHSTANDING THE PROVISIONS IN CLAUSE 13.8, NOTHING IN THIS AGREEMENT SHALL LIMIT FINANCIAL LIABILITY IN RESPECT OF THE CUSTOMER'S PAYMENT OBLIGATIONS UNDER CLAUSE 9 (FEES, CHARGES AND PAYMENT); OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER 13.1 AND 13.2; ; OR EITHER PARTY'S LIABILITY FOR DEATH, BODILY INJURY, OR DAMAGE TO TANGIBLE PERSONAL PROPERTY; OR ANY FINALLY ADJUDICATED FINDING OF GROSS NEGLIGENCE, FRAUD, FRAUDULENT MISCONDUCT OR FRAUDULENT MISREPRESENTATION OR VIOLATION OF LAW; IN WHICH CASE NO LIMIT WILL APPLY.

13.10 INDIRECT DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 13, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, EXEMPLARY OR PUNITIVE DAMAGES HOWEVER CAUSED INCLUDING SUCH DAMAGES AND COSTS FOR ANY DAMAGE TO REPUTATION OR LOST OPPORTUNITIES, PROFITS, REVENUES, DATA OR DATA USE WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

14 Termination

14.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability to the other immediately on giving written notice to the other party if:

14.1.1 the other party commits a breach of a material obligation of this Agreement, which is irremediable or, if such breach is remediable does not cure such breach within thirty (30) days of written notice thereof;

14.1.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or

14.1.3 the other party: (a) files a voluntary petition in bankruptcy, (b) makes a general assignment for the benefit of its creditors, (c) suffers or permits the appointment of a trustee or receiver for its business assets, (d) becomes subject to any proceeding under any bankruptcy or insolvency law which is not dismissed within sixty (60) days, (e) initiates actions to wind up or liquidate its business voluntarily or otherwise, (f) ceases doing business in the ordinary course, or (g) suffers, permits or initiates the occurrence of anything analogous to any of the foregoing events under the laws of any applicable jurisdiction.

14.1.4 20-Day Cure - Termination for Service Related Issues. Subject to the conditions of this Section, Customer may terminate a Service that is impacted by material service-related issues ("Service-Related Issue") which are reoccurring and which cause material issues to the services without an early termination charge if Vonage is unable to cure such issues within 20 business days after receipt of written notice of such issues. In all such instances, Customer must submit support tickets, and such support tickets have not been resolved (they remain open tickets), or the same issue reoccurs evidenced by recurring support tickets submitted by Customer. A material ServiceRelated Issue occurs when the Service: (i) is consistently fully interrupted; (ii) is disrupted or degraded in such a way that materially impairs Customer's use of the Service(s) (e.g. jitter, latency, dropping of calls, etc.); or (iii) cannot be accessed or used by the Customer. In all instances, any such material Service-Related Issue shall be related to Vonage's Services only (i.e. not related to any non-Vonage third party services).

Conditions to Termination:

a. Customer must timely notify Vonage Customer Support by submitting support-tickets or calling the technical support number, and reasonably cooperate with Vonage in all remedial actions taken to cure said issues.
b. The material service-related issues must be confirmed by Vonage.
c. Such termination right does not apply to issues: (a) caused by LAN or WAN services; (b) third party carriers (access); (c) caused in whole or in part by the negligence or acts or omissions of Customer or its end users or its agents; (d) due to the failure or malfunction of non-Vonage services, equipment, facilities, electrical power or systems; (e) due to circumstances or causes beyond the control of Vonage or its agents; (f) during any period in which Vonage is not given access to the Service premises; or (g) due to unscheduled emergency maintenance or scheduled maintenance if the scheduled maintenance is the sole cause of the service issue, and occurs outside of the maintenance window per the SLA, and lasts more than four (4) hours.
d. Customer must provide Vonage with written notice of such Service-Related Issues, said notice to provide the issues in sufficient detail in order for Vonage to work to resolve any such issues.
e. Said notice must be sent via email to legalnotices@vonage.com.
f. After receipt of said notice, if Vonage is unable to cure the issues within 20 business days after receipt, Customer may terminate the impacted Service(s) without an early termination charge.

14.2 On termination of this Agreement:

14.2.1 due to a material breach by the Customer, all Fees shall become due immediately on the date of termination. The Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and in respect of Services for which no invoice has been submitted at the date of termination, the Supplier may submit an invoice, which shall be payable immediately on receipt;

14.2.2 due to a material breach by the Supplier; notwithstanding the provisions of Clause 9.2(c), the Customer shall be entitled to a refund of any Fees paid for Services which have not yet been delivered from the date of notification of the issue leading to the material breach;

14.2.3 if termination by Customer was other than as permitted in this Agreement, or unless otherwise expressly stated in the relevant Order or other written agreement between the Parties, the Customer's liability for such termination shall be an amount equal to all Fees due under a relevant Order calculated over the remaining duration of the thencurrent Initial Term or Subsequent Term;

14.2.4 for any reason, the accrued rights remedies obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and

14.2.5 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15 Force Majeure

Each party will be excused from performance for any period during which, and to the extent that, it or its subcontractor(s) is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, telecommunication network failures and power failures.

16 Variation

No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

17 Waiver

17.1 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

17.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

18 Cumulative Remedies

Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

19 Severance

If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the parties' original commercial intention.

20 Entire Agreement and Order of Precedence

20.1 This Agreement and any other documents annexed to it constitute the entire Agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.

20.2 The parties agree that any pre-printed terms or conditions contained in the Customer's purchase orders, delivery schedules, invoices or general terms and conditions of trade are void and without effect.

20.3 In the event of any conflict or inconsistency between the following documents, the order of preference shall be: (a) special conditions on the Order, (b) the rest of the Order, (c) DPA (d) Product-Specific Terms (where relevant), (e) the Master Services Terms and Conditions, (f) the Statement of Work, then (g) the Service Descriptions and the Technical, Organizational and Security Practices.

20.4 Each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not expressly set out in this Agreement.

21 Assignment

21.1 Neither the Supplier nor Customer shall, without the prior written consent of the other party (such consent not to be unreasonably withheld), assign all or any of its rights or obligations under this Agreement except that either party may assign this Agreement without such consent to a surviving entity in a merger, de-merger, corporate restructuring or consolidation in which it participates, or to a purchaser of all or substantially all of its assets. However, notwithstanding the foregoing, with respect to any assignment by the Customer, the proposed assignee or Affiliate shall be at least as creditworthy as Customer (as reasonably determined by the Supplier), shall agree in advance and in writing to assume and be bound by all provisions of this Agreement, and shall deliver to the Supplier fully executed documents reasonably acceptable to the Supplier establishing the terms of such an assignment. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

21.2 Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

22 No Partnership or Agency

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23 Rights of Third Parties

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

24 Notices

24.1 A notice given to a party under or in connection with this Agreement shall be: (a) in writing in English (or accompanied by a properly prepared translation into English); (b) signed by or on behalf of the party giving it; (c) sent to the Supplier in accordance with Schedule 1, and to the Customer for the attention of the person at the address specified in this Agreement (or to such other person or address as that party may notify to the other, in accordance with the provisions of this clause); and (d) delivered personally, sent by commercial courier with a tracking system, or sent by first class or registered mail, return receipt requested.

24.2 If a notice has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows: (a) if delivered personally, at the time of delivery; (b) if delivered by commercial courier, at the time of delivery shown on the courier's receipt; and (c) if sent by first-class mail or registered mail, return receipt requested at the time of delivery shown on the receipt.

24.3 The provisions of this Clause 24 (Notices) shall not apply to the service of any process in any legal action or proceedings.

25 Dispute Resolution

25.1 If any dispute arises in connection with this Agreement, the parties shall each nominate a senior representative who shall, within seven (7) days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

25.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the commercial mediation rules of the relevant arbitration association set out in the table in Schedule 1 in effect at the time such mediation is commenced. To initiate the mediation, a party must give notice in writing ("ADR Notice") to the other party requesting mediation. The parties will use reasonable endeavours to agree on a mediator provided, however, if the parties cannot agree on a mediator, the president or equivalent of the relevant arbitration association set out in Schedule 1 shall appoint a mediator. The mediation will start not later than fifteen (15) days after the date of the ADR Notice. The mediation shall take place in the city set out in Schedule 1 and apply the governing law set forth in Schedule 1 to the mediation.

25.3 No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

26 Customer Participation and References

26.1 The Customer agrees that, following the Effective Date:

26.1.1 it will (if required) participate in a call with the Supplier to discuss the reason/s for its selection of Supplier;

26.1.2 the Supplier may publish on its website and issue to the media a new business press release, subject to the Customer's approval of its content, together with the Customer's logo and a brief description of the Customer's business.

26.2 The Customer further agrees that, following the commencement of the Subscription Services:

26.2.1 it will participate in a call with the Supplier to discuss the impact of the Subscription Services upon the Customer's operations;

26.2.2 the Supplier may publish a case study on its website and issue a press release to the media (based upon the case study), subject to the Customer's approval of its content, together with the Customer's logo and a brief description of the Customer's business.

27 Supplier Contracting Party, Notices, Governing Law and Jurisdiction

27.1 The table in Schedule 1 details, according to where the Customer is domiciled: (a) the Supplier address for notices to be sent, (b) the law which will apply to any lawsuit arising out of or in connection with this Agreement and (c) which courts have jurisdiction over any such lawsuit.

27.2 As detailed in Schedule 1, each party agrees to the applicable governing law without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts.

28 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, which can be found here[8]. Additionally, the Customer shall not permit its Authorized Users to access or use the Subscription Services whilst 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.

Anti-Bribery

28.1 The Customer warrants that neither its employees, agents or representatives have received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the Supplier, its employees, agents or representatives in connection with this Agreement. If the Customer learns of any violation of the above restriction, the Customer agrees to promptly notify the Supplier in accordance with the provisions of Clause 24 (Notices).

28.2 The Supplier warrants that it will comply with all applicable laws relating to anti-bribery and shall not engage in any activity, practice or conduct which would constitute an offence under applicable laws.

29. Electronic Recording

Customer acknowledges that there are country, federal or state-specific laws governing the electronic recording of telephone conversations and that Supplier is not liable for any non-compliant use of the Services. It is the Customer's responsibility to determine and comply in full with its own compliance obligations. No Services or products offered by Supplier are represented or warranted to comply with electronic recording laws.

Exhibits

Exhibit A –Vonage Business Communication Service Terms
Exhibit B – Service Level Agreements

1 https://www.vonage.com/legal/unified-communications/acceptable-use-policy/
2 https://www.vonage.com/legal/contact-centers/service-descriptions-overview/
3 https://www.vonage.com/legal/contact-centers/product-specific-terms-overview/
4 https://www.vonage.com/legal/contact-centers/technical-organizational-security-practices /
5 https://www.vonage.com/legal/unified-communications/equipment-policy/
6 https://newvoicemedia.atlassian.net/wiki/spaces/DP/pages/100697150/Technical+prerequisites
7 https://www.vonage.com/legal/contact-centers/data/dpa/
8 https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/denied-persons-list

EXHIBIT A

Vonage Business Communications (VBC) Services

This Vonage Business Communications Services ("Exhibit A" or "Service Terms") is part of the Master Services Terms and Conditions Agreement ("MSA") and shall apply to Customer's purchase and use of the Vonage Business Communications ("VBC") Services. The online VBC Terms of Service Agreement referenced in a Sales Order via a url shall be null and void.

DEFINITIONS

Capitalized terms used but not otherwise defined herein will have the meaning ascribed to such terms in Schedule 1 and/or in the Sales Order. Terms used but not otherwise defined in Schedule1 and /or in the Sales Order shall have the meaning ascribed to such terms in the MSA.

1. 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. All Services purchased must be installed within 12-months from Sales Order Acceptance. Unless otherwise agreed by the Parties in writing (via an Addendum), Vonage reserves the right to commence billing and Customer agrees to pay for any Services not installed by the 12th month after Sales Order Acceptance unless delays are caused by Vonage, in which case the Parties will mutually agree on an extended install schedule.

B. 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.

C. 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. 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.

D. 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.

2. SERVICE INSTALLATION A. 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.

B. Telephone Number Porting

Vonage's policies and procedures for telephone number porting is set forth here.

3. 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.

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.

4. 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.

5. SUPPLEMENTAL TERMS; POLICIES; APPS MARKETPLACE

a. 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 AUP, Privacy Policy, Copyright Policy, Telephone Number Porting Policy and Emergency Services Acknowledgement (collectively the "Policies"), 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 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.

d. 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.

6. 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 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).

b. 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 VBC 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 reverseengineering 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. 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.

7. NOTICES
a. Vonage shall send notices with respect to VBC Services 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 with respect to VBC Services as follows:

i. Formal Legal Notices - via email to legalnotices@vonage.com.
ii. Billing Disputes - via email to customercare-vb@vonage.com with a copy to legalnotices@vonage.com.
iii. Cancellation/Non-Renewal of VBC Services - by contacting Vonage Customer Care by telephone, or Customer's account manager via email with a copy to legalnotices@vonage.com.

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.

8. 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.

SCHEDULE 1
VBC 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 VBC Services provided to Customer under this 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.

"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 VBC 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.

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

"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.

"**Renewal Term**" means the period immediately following expiration of the Initial Term.

"Sales Order" means the Vonage Services ordering document, electronic or paper format, (together with any schedules), accepted by Customer and Vonage detailing the specific VBC 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**" as used herein means individually or collectively the documentation that describes the VBC 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.

"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 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 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.

EXHIBIT B – SERVICE LEVEL AGREEMENTS (SLA)

VONAGE BUSINESS COMMUNICATIONS SLA

1. Customer Support.

   a. Technical support and customer service is available on a 24/7/365 from the Vonage Business support team via a toll free number or trouble ticketing system. A Trouble Ticket may be generated by Vonage (e.g., if Customer contacts Vonage) or by Customer from Vonage Business's trouble ticketing system based on the nature of the incident.

   b. If Customer's Service problem cannot be resolved over the telephone and/or the issue is related to a third-party carrier, Vonage Business will use commercially reasonable efforts to diagnose the problem and work directly with the carrier to resolve the problem.

2. **Service Level Objectives.** Vonage Business agrees to provide the Services using commercially reasonable efforts to provide a level of voice call processing consistent with industry standards during the Initial Term and any Renewal Term. Vonage Business will provide Service Credits for voice Service Outages in accordance with the terms of this SLA. Each voice Service Outage shall be referred to herein as a "Service Outage." Any other Service-related issues or ticketed incidents are not subject to Service Credits, remuneration or damages.

   a. *Service Outage*. A Service Outage is defined as the condition wherein at least 40% of the calls made to or from a Customer Location result in failure with that failure lasting at least one (1) continuous minute. Such failure shall also mean that the Service is considered "Affected Service" with respect to a particular Customer Location.

   b. *Reporting*. A Service Outage is measured from the time the trouble ticket is opened to the time the Affected Service is restored. A trouble ticket for a Service Outage must be opened within seventy-two (72) hours of the event for which a Service Credit or termination right is claimed. Outages attributable to the events or causes described in (a) through (g) under "Service Credit Exceptions and Limitations" in Section 5 below will not be included in the calculation of Service Outages. Notwithstanding, Service Outages attributed to the events or causes described in (e) under "Service Credit Exceptions and Limitations" shall only be included to the extent the maintenance occurs outside normal operating hours at the Customer location. Vonage Business agrees that

   all scheduled maintenance along with the expected duration of same shall be communicated to the Customer in a commercially reasonable manner prior to the maintenance.

c. *Service Credits*. Upon Customer's request to Vonage Business, made within forty-five (45) days after the last day of the calendar month in which the relevant SLA was not met, Customer shall be entitled to Service Credits as set forth below. Vonage Business shall use reasonable efforts to provide Customer with information sufficient for Customer and Vonage Business to determine whether the Service Outage gives rise to a Service Credit. Vonage Business shall evaluate Customer's request within thirty (30) days after the request is received. Once Vonage Business determines whether or not a Service Credit is owed, Vonage Business will inform Customer. If a Service Credit is owed, it will be applied to the following month's invoiced MRC. Customer's sole remedies for Service Outages and Vonage Business's failure to meet any SLA will be (i) the application of Service Credits as set forth in this SLA, (ii) if and to the extent permitted under this SLA, the termination of Services.

3. **Service Level Agreement**. The following Service Level Agreement and remedies apply only to Customers with at least 25 Extensions/Seats:

Service Credits: In the event of a Service Outage, Customer will be entitled to credits to the MRC relating to the Customer's Location's Affected Service, as outlined in the following table.

Length Of Service Outage by Ticketed Incident (Per Customer Location)	**Service Credit (per Customer Location with Affected Service)**
Less than 5 minutes (99.99%)	No credit
> 5 minutes and ≤ 2 hours	5% of the MRC for the Affected Service
> 2 hours > 6 hours	12% of the MRC of the Affected Service for each full hour of Service Outage over 2 hours. 50% of the MRC of the Affected Service

In no event will Service Credits in any calendar month exceed fifty percent (50%) of the total MRC payable by Customer for Affected Services in that month.

4. **Service Credit Exceptions and Limitations; Sole Remedy**. No Service Credits will be given for Service Outages that are (a) caused in whole or in part by the negligent or unauthorized acts or omissions of Customer or its end users or agents or the misuse or use of the Services or Vonage Business Equipment outside the scope of its intended or authorized use (e.g., violations of Vonage Business's Acceptable Use Policy); (b) due or attributed to Customer's providers (including access, network and/or equipment), failure of power, unauthorized equipment, or any other equipment provided by Customer or its employees, agents or end users or other third parties; (c) due to deficiencies in Customer's LAN or in the wiring, cabling or environmental conditions (including appropriate room temperature) inside the Customer Premises; (d) during any period of time in which Vonage Business is not given access to the Customer Premises at which the Affected Services are delivered;
(e) part of a planned outage for maintenance; (f) due to force majeure (as defined in the Service Terms); or g) any other cause not due to or attributed to Services provided by Vonage Business. With respect to any access Service provided or resold by Vonage (e.g. broadband or other wireless internet services), such Services are provided on a reasonable efforts basis and are not themselves subject to Service Credits or chronic issue termination remedies. Service Outages attributed to internet failures or interruptions are not eligible for Service credits. Service Credits are not applied to Taxes and Fees. In no event will total

Service Credits in any calendar month exceed up to one hundred percent (100%) of the total MRC payable by Customer for the Locations with

the Affected Services in that month. Eligibility for Service Credits is subject to Customer's account being held current and having no outstanding past due balance. Customer's sole remedies for Service Outages and Vonage Business's failure to meet any SLA will be (i) the application of Service Credits as set forth in this SLA, (ii) if and to the extent permitted under this SLA, the termination of Services.

Vonage Business shall notify all customer administrators by advanced written notice. The notice period shall reasonably correspond to the expected outage. Customer shall ensure that the Mason Program Administrator email is kept updated in the event of a change in personnel.

5. Termination of Affected Service Due to Chronic Service Outages

In the event Customer experiences two (2) or more Service Outages, each lasting more than four (4) hours, during any consecutive 2-month period (Chronic Service Outage) during Normal Business Hours, Customer may terminate the Affected Voice Service without imposition of early termination fees or charges upon written notice to Vonage Business given within ten (10) business days following the end of the calendar month in which the event giving rise to the termination right occurred. Such termination will be effective thirty (30) days after Vonage Business' receipt of such notice. Service Outages attributable to the events or causes described under "Service Credit Exceptions and Limitations" will not be included in the calculation of Chronic Service Outages. Customer remains responsible for all fees and charges, less applicable Service credits, through the effective termination date.

6. **Maintenance**. "Routine Maintenance" refers to any action taken by Vonage Business to ensure its ongoing ability to deliver services to Customers, including but not limited to hardware/software upgrades and configuration changes in the Vonage Business network. Vonage Business agrees to provide at least seventy-two (72) hours' notice to Customer of a planned outage. Such effects related to Routine Maintenance shall not give rise to Service Credits under this SLA. Routine Maintenance shall be undertaken only on Sunday and Wednesday mornings between the hours of 12:00 AM and 6:00 AM Local Time. Vonage Business may perform maintenance on an emergency basis ("Emergency Maintenance") with or without notice. "Emergency Maintenance" occurs during unplanned events such as outages, partial outages. All standard platform changes will have the normal advance notifications. All customers have access to our system status page to identify any emergency messages here - https://www.vonage.com/system-status.

7. **Local Time**. For purposes of this SLA, "Local Time" refers to the local time in the time zone in which an Affected Service is located.

8. Mean Time to Repair:
These are best effort objectives for which Service Credits are not applicable.

Priority Level	Details	Response	Recurring Updates	Resolution
P1	**Service Down** **CRITICAL IMPACT** Critical impact to business operations with no work around options available. Impairments observed by greater than 50% of users.	15 Minutes	60 Minutes	**30 Minutes** Contact & Generate Ticket with Service Provider

P2	**Partial Down/ Intermittent** **SIGNIFICANT IMPACT** Intermittent interruption affecting individual users with limited workaround options available. Impairment is greater than single user but less than 50% of total users at a physical location.	30 Minutes	Every 4 Hours	**24 Hours** Set/Confirm Repair Time **48 Hours** Dependent on Severity of root cause
P3	**Service failure of impairment for single user/ Redundancy Service** **LIMITED IMPACT** Interruption to the work of individual users with limited work around options available.	24 Hours	Every 24 Hours	**Between 1-3** Business Days
P4	**Non-Service Impact/ General Requests** Move, Add, Change or Delete requests for any Vonage Product offering or service.	24 Hours	Every 72 Business Hours	**24 Hours** Excludes weekends unless required by an emergency P1 Call flow request. Complex P4 may take longer as they require additional approvals.

VONAGE CONTACT CENTER SLA (if purchasing Premium Plus Support)

1. Definitions

The following definitions and rules of interpretation apply to this Service Commitment and Service Credit description:

"Availability" means the percentage of time the Subscription Service components are available.

"Core Component" means in relation to the Subscription Services, the core functionality as listed in Section 2.1, and as further described in the then-current version of the Supplier's Service Description for Vonage Contact Center[1].

"Downtime" means a Core and Supporting Component is not available to the Customer in its entirety, and no workaround or alternative options were available. Downtime is measured within the VCC monitoring platform. Downtime excludes Scheduled Maintenance.

"Downtime Period" means a period of five consecutive minutes of Downtime. Intermittent Downtime for a period of less than five minutes will not be counted towards any Downtime.

"Interaction Content" means the artifacts of an interaction including Call Recordings, as further described in the then-current version of the VCC Data Retention Service Description[2].

"Region" means the EMEA, NAM or APAC region in which the Customer is located.

"Scheduled Maintenance" means those certain times where the Supplier will publish or notify its customers in advance when Subscription Services may experience decreased availability or may temporarily be unavailable due to planned maintenance activities, which may occur periodically.

[1] https://www.vonage.com/content/dam/vonage/us-en/legal/service-descriptions/SD-for-Vonage-CC.pdf

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

“Supporting Components” means in relation to the Subscription Services, functionality that is not considered a Core Component.

“VCC” means the Vonage Contact Center platform

2. Service Commitment

Subject to the terms herein and during the Term, the Supplier agrees to use commercially reasonable efforts to maintain on a monthly basis:

- 99.99% availability of its Core Components ●
  99.9% of its Supporting Components

as further described in the charts below (excluding scheduled or emergency maintenance intervals or unavailability caused primarily by acts of the Customer, acts of God or other events beyond Supplier’s control) (“Service Commitment”).

2.1. Core Components

The Core Components and their availability measures are:

“**Delivery of live (phone) interactions**" are recorded based upon VCC Interaction Statistics for connected live (phone) interactions. Downtime is measured as the number of minutes all live (phone) interaction cannot be created or delivered to a user for handling.

“**Delivery of semi-live (chat) interactions**” are recorded based upon VCC Interaction Statistics for connected all semi-live interactions. Downtime is measured as the number of minutes all semi-live interaction cannot be created or delivered to a user for handling.

“**Interaction Plan Processing**” is recorded as successful Applet events within the VCC Interaction Statistics for all interactions. Downtime is measured as the number of minutes interaction plan processing is unavailable in its entirety.

2.2. Supporting Components

Supporting Components refers to the VCC platform not listed as a Core Component. For example (list not exhaustive):

- Dashboards
- Interaction Search
- Conversation Analyzer
- User Admin
- Virtual Assistant

3. Calculating Service Credit

Subject to Section 5, in the event the Supplier does not meet the Service Commitment in any month, Customer shall be entitled to a proscribed number of days of the applicable impacted Subscription Service component (“Affected Service”) added to the Term at no cost per the below table (“Service Credit”). A single Downtime Period impacting Core and Supporting Components will be credited under the highest availability component group only (i.e. only a single Service Credit is available for Downtime impacts to multiple Components). In the event of a Downtime Period, upon Customer’s request (per Section 4), Customer shall be entitled to Service Credits as set forth in the table below.

	Number of Subscription Service days for the Affected Service added to Term at no charge to Customer ("Service Credit")	
Availability per Month	Core Components	Supporting Components
>=99.99%	None	
>=99.9% to <99.99%	2	None
>=98.0% to <99.8%	3	2
>=95.0% to <97.9%	5	5
<95.0%	10	10

4. Claiming Service Credit

Supplier shall use reasonable efforts to provide Customer with information sufficient for Customer and Supplier to determine whether the Downtime gives rise to a Service Credit. In order to be eligible to receive the applicable Service Credit, the Customer must notify Supplier in writing within thirty (30) days from the date the Downtime occurred. Supplier shall evaluate Customer's request within thirty (30) days after the request is received. Once Supplier determines whether or not a Service Credit is owed, Supplier will inform the Customer. If a Service Credit is owed, it will be applied to Customer's Account at the end of the then-current Term .The provision of a Service Credit shall be an exclusive remedy for any Downtime.

In no event will Service Credits in any one (1) month exceed 30 Subscription Services days.

5. Service Commitment Exclusions

No Service Credits will be given for, and the Service Commitment does not include, Downtime or Downtime Periods resulting from:

- Downtime that is (a) caused in whole or in part by the abuse, misuse, negligent or unauthorized acts or omissions of Customer or its end users or agents or the misuse or use of the Subscription Services outside the scope of its intended or authorized use (e.g., violations of Supplier's Acceptable Use Policy);
- Scheduled Maintenance;
- Failures that occur outside the Vonage platform but not where the Vonage platform provided the instruction that caused the failure to occur;
- Failure in any third-party systems or providers which are required as a prerequisite to the provision of the Subscription Services including but not limited to (a) telecommunications service providers, (b) internet service providers, (c) hosted telephony providers, (d) Customer's providers (including access, network and/or equipment), (e) power failure, or (f) the Customer's business applications;
- During any period of time in which Supplier is not given access to the Subscription Services as required to resolve issues;

- A Force Majeure event (pursuant to the applicable Master Services Terms and Conditions);
- Equipment and/or software of third parties where such equipment and/or software is not within the primary control of the Supplier;
- Use of the Subscription Services on any unsupported platform, equipment, hardware or device;
- Use of the Subscription Services in a manner inconsistent with the then-current Documentation;
- Modifications or alterations to the Subscription Services made by the Customer without the Supplier's approval;
- Any other cause not due to or attributed to Services provided by Supplier; ● Any Component in the following release phases
    - Alpha
    - Beta (also known as Pilot)
    - Early Access (also known as Limited Availability) ●

Components supplied by a third party provider.

- The Service Commitment does not apply in respect to performance issues that do not materially affect the Customer's ability to use the Subscription Services.

Vonage Contact Center and Legal Agreement for Signature

Final Audit Report 2022-08-18

Created:	2022-08-18
By:	Jimmy Malik (jimmy.malik@vonage.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9h4dYcACMBWnGd196IhKFs3WlqtTIi7z

"Vonage Contact Center and Legal Agreement for Signature" History

Document created by Jimmy Malik (jimmy.malik@vonage.com)
2022-08-18 - 11:14:03 AM GMT- IP address: 173.79.131.120

Document emailed to shore cliff (cshore@gmu.edu) for signature
2022-08-18 - 11:16:11 AM GMT

Email viewed by shore cliff (cshore@gmu.edu)
2022-08-18 - 11:17:07 AM GMT- IP address: 104.47.56.254

Document e-signed by shore cliff (cshore@gmu.edu)
Signature Date: 2022-08-18 - 11:37:49 AM GMT - Time Source: server- IP address: 73.61.7.57

Agreement completed.
2022-08-18 - 11:37:49 AM GMT

George Mason Counter Sign

Final Audit Report 2022-08-22

Created:	2022-08-22
By:	Jimmy Malik (jimmy.malik@vonage.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkxzcmg5w_EOKVBiq2m7-Rdd9azSXij5l

"George Mason Counter Sign" History

Document created by Jimmy Malik (jimmy.malik@vonage.com)
2022-08-22 - 6:20:12 PM GMT- IP address: 173.79.131.120

Document emailed to reggie.scales@vonage.com for signature
2022-08-22 - 6:22:16 PM GMT

Email viewed by reggie.scales@vonage.com
2022-08-22 - 6:22:17 PM GMT- IP address: 66.249.89.88

Signer reggie.scales@vonage.com entered name at signing as Reginald Scales
2022-08-22 - 11:49:16 PM GMT- IP address: 76.219.235.187

Document e-signed by Reginald Scales (reggie.scales@vonage.com)
Signature Date: 2022-08-22 - 11:49:18 PM GMT - Time Source: server- IP address: 76.219.235.187

Agreement completed.
2022-08-22 - 11:49:18 PM GMT