Cisco BroadCloud Acceptable Use Policy

Proprietary
For Authorized Use Only

Notification

The BroadSoft BroadCloud has been renamed to Cisco BroadCloud. Beginning in September 2018, you will begin to see the Cisco name and company logo, along with the new product name on the software, documentation and packaging. During this transition process, you may see both BroadSoft and Cisco brands and former product names. These products meet the same high standards and quality that both BroadSoft and Cisco are known for in the industry.

Copyright Notice

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1.0 Purpose

This Acceptable Use Policy ("AUP" or "Policy") describes actions by Users that are prohibited by BroadSoft, its affiliates and subsidiaries. "Users" means any user or customer of any BroadSoft provided services ("Service" and/or "Services") that are provided by BroadSoft.

2.0 Scope

This AUP is subject to change from time to time.   BroadSoft encourages Users to review this Policy regularly.

1. Users must use any Services only in a manner that, in BroadSoft's sole discretion, is consistent with the purposes of such Services. Users will not engage in any legal or illegal activity that either (i) harms BroadSoft, the network operated by BroadSoft, the Services and/or any User, or (ii) interferes with the network operated by BroadSoft and/or the provision or use of the Services by BroadSoft or any User. Any use of the Services or any other action that causes a disruption in the network integrity, or threatens or compromises the security of BroadSoft, its vendors, or the Services whether directly or indirectly, is strictly prohibited and permits BroadSoft to terminate the Services and the Agreement without prior notice at the sole discretion of BroadSoft. User will not use the Services in ways that violate requirements in applicable agreements (including but not limited to privacy and security requirements imposed by User's financial institutions such as the Payment Card Industry Data Security Standard), violate applicable laws (including but not limited to laws prohibiting transmission of unsolicited fax advertisements or laws on obtaining third party consent for call recording), infringe the rights of others, or interfere with the users, Agents, services, or equipment of the network. BroadSoft shall have the right, in its sole, but reasonably exercised discretion, not to accept, transmit or deliver any messages and/or content that it reasonably believes to be fraudulent, or contains inappropriate content or that is, or could reasonably become, the subject of any legal, regulatory, or other governmental proceeding or process, including without limitation a law enforcement proceeding, process, or inquiry. User acknowledges that neither BroadSoft nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. Any use found to be inconsistent with the restrictions noted below will result in termination of the Services without prejudice to any other remedies BroadSoft may have. BroadSoft may request a valid business license from User upon reasonable suspicion of misconduct by User, and failure to provide a valid business license may result in termination of Service.

2. Services may not be used for illegal, improper, and/or inappropriate purposes.

3. Illegal purposes include, but are not limited to:

    a.   using any Service to violate any law, rule, or regulation; or

b.   engaging in threatening, abusive, harassing, defamatory, libelous, deceptive or fraudulent behavior; or

c.   using any Service in violation of a court decree or law enforcement prohibition.

4.   Improper and/or inappropriate uses include, but are not limited to:

a.   posting or transmitting any information or software that contains a virus worm, cancelbot or other harmful component;

b.   doing any of the following without permission from BroadSoft: (a) unauthorized access of the system or network, (b) monitoring data or traffic, (c) probing, scanning, and/or testing firewalls, (d) testing the vulnerability of a system or network or (e) breaching the security or authentication routines of a system or network;

c.   relaying e-mail in an anonymous fashion or forging any TCP-IP packet header;

d.   mailbombing, flooding, overloading, attacking or otherwise interfering with a system or network;

e.   call center operations (except with respect to User's use of subscribed to CC-One Services);

f.   sending unsolicited calls, messaging, e-mailings (including, without limitation, commercial advertising and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints;

g.   operating a server in connection with the Services in an "open relay" configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user);

h.   falsifying User or other identifying information provided to BroadSoft or to other Users of the Services;

i.   use of any Services in violation or any trademark, copyright, or any other intellectual property protection law or provision, or AUP policy of any third party provider;

j.   auto-dialing or predictive-dialing (sometimes referred to as "robo-dialing") or any other excessive traffic, including, but not limited to conducting or forwarding surveys and contests, telemarketing, traffic stimulation practices;

k.   continuous or extensive chat line or conference call participation;

l.   use of an open telephone line as a monitoring, intercom or similar service;

m.   repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints;

n.   long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24 hour period) and/or calls placed to specific numbers / destinations for the purpose of generating charges or fees for or with a third party;

o.   use of call Services which are not consistent with normal human usage patterns;

p. engaging in any of the foregoing activities by using the services of another provider or third party and channeling such activities through an account provided by BroadSoft, or otherwise involving the Services or any BroadSoft account in any way with or without another provider or third party for the purpose of facilitating the foregoing activities; or

q. unauthorized collecting data regarding use or operation of the Services or other Users of the Service.

5. UNLIMITED PSTN CALLS. BroadSoft's Service Plans that offer unlimited minutes of PSTN calls ("Unlimited PSTN Plans"), unlimited faxing or unlimited Text Messages are for reasonable business use of User only, generally no more than 250 minutes of calling per month.

6. ELECTRONIC RECORDING. User acknowledges and understands that there are federal and state statutes governing the electronic recording of telephone conversations and that BroadSoft will not be liable for any illegal use of the service. Because User circumstances vary widely, Users agrees to carefully review its own circumstances when deciding whether to use the recording features of the service and it is User's responsibility to determine if the electronic recordings are legal under applicable federal and state laws. BroadSoft is not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of its products by User, whether legal or illegal, and User will indemnify and hold BroadSoft harmless for any claims, damages, fines, or penalties arising out of User's failure to adhere to applicable electronic recording laws.

7. TEXT MESSAGES. With respect to any texting, Text Messages or other mobile messaging Services, User shall not use the Services in violation of the Mobile Marketing Association Guidelines or any network/wireless carrier requirements, conditions or codes of practice. All Text Messages are subject to BroadSoft's policies and conditions, and the maximum permissible Text Message length. BroadSoft reserves the right to segment, truncate, or otherwise reduce the length of any Text Message or to refuse to transmit and/or deliver a Text Message that does not comply with BroadSoft or any third party network operator's policies or conditions.

8. RESPONSIBILITY FOR REGISTRATION INFORMATION AND CONTENT OF USER COMMUNICATIONS. User is solely responsible for maintaining the confidentiality of User's Login, and will not transfer User's Login, email address or password, or lend or otherwise transfer use of or access to the BroadSoft Services, to any third party. User is solely responsible for any and all activities that occur under User's account. User will comply with applicable foreign, federal, state, and local law in its use of the Services, including but not limited to laws regarding online behavior, acceptable content, the import or export of Equipment and the transmission of information under applicable export laws. Recognizing the global nature of the Internet, User also agrees to comply with applicable local rules or codes of conduct (including, if applicable, codes of conduct or policies imposed by employers) regarding online behavior and acceptable content. Use of the Services is void where prohibited. User will immediately notify its service provider of any unauthorized use of User's account or any other breach of security related to User's account or the BroadSoft Services and such service provider shall immediately notify BroadSoft. User will complete a "log off"/exit from User's account (if applicable) at the end of each session. BroadSoft is not liable for any loss or damage arising from User failure to comply with any of the foregoing obligations. In consideration for using the BroadSoft Services, User will: (1) provide certain current, complete, and accurate information about User when prompted to do so by BroadSoft and the Services, and (2) maintain and update this information as required to keep it current, complete and accurate. User warrants that any such information will be accurate. User agrees that User is solely responsible for the content of all visual, written or audible communications ("Content") sent by User or displayed or uploaded by User in using the Services. User acknowledges that neither BroadSoft nor its vendors are responsible for any Content. User retains copyright and any other rights already held in Content that User submits, posts or displays on or through, the Services. User understands and agrees that by displaying, exchanging or uploading Content to

a BroadSoft website, transmitting Content using the Services or otherwise providing Content to BroadSoft, User automatically grants (and warrants and represents that User has a right to grant) to BroadSoft a world-wide, royalty-free, sub-licensable (so BroadSoft affiliates, contractors, resellers and partners can deliver the Services) license to use, modify, publicly perform, publicly display, reproduce and distribute the Content solely in order to provide the Services to User, including associates websites ("Sites").

9. RESPONSIBILITY FOR CONTENT OF OTHERS**.** User acknowledges that Users of the Services may violate one or more of the above prohibitions, but BroadSoft assumes no responsibility or liability for such violation. If User becomes aware of misuse of the Services by any person, please contact your service provider immediately. The service provider shall then immediately inform BroadSoft of such misuse. BroadSoft may investigate any complaints and violations that come to its attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User profiles and/or Login. However, because situations and interpretations vary, BroadSoft also reserves the right not to take any action. Under no circumstances will BroadSoft be liable in any way for any data or other content available on a Site, viewed or actions taken while using the Services, including, but not limited to, any errors or omissions in any such data, content or activity or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data, content or activities incurred from the actions taken on a Site. BroadSoft does not endorse and has no control over what Users post, submit to or do on a Site. User acknowledges that BroadSoft cannot guarantee the accuracy of any information submitted by any User of a Site, nor any identity information about any User. BroadSoft reserves the right, in its sole discretion, to reject, posting or other data, or to restrict, suspend, or terminate any User's access to all or any part of any Site at any time, for any or no reason, with or without prior notice, and without liability. BroadSoft reserves the right to investigate and take appropriate action against anyone who, in BroadSoft's sole discretion, is suspected of violating this Agreement, including without limitation, reporting User or to law enforcement authorities.

3.0 Remedies

1. BroadSoft reserves the right, at its sole discretion, to determine if a Service is being used for any of the foregoing purposes or activities.

2. Violation of this Policy may result in civil or criminal liability, and BroadSoft in its sole discretion, in addition to any remedy that it may have at law or in equity, may immediately terminate permission for the User to use the Services, or any portion of the Services, and may charge User any applicable rates (no less than $0.02 per minute of use) and cancellation or termination fees. In addition, BroadSoft may investigate incidents that are contrary to this Policy and provide requested information to third parties who have provided notice to BroadSoft stating that they have been harmed by a User's failure to abide by this Policy or the policies listed above. BroadSoft may bring legal action to enjoin violations and/or collect damages caused by any violation of any part of this Policy.

3. Any violations or attempted violations of this Policy by any User (or any third party on behalf of any User) will constitute a violation of this Policy by the User and a material breach of any applicable customer agreement, including, without limitation, any applicable terms of service and/or supplements to any applicable agreement(s).

4. BroadSoft's failure to enforce this policy in every instance in which it might have application does not amount to a waiver of BroadSoft's rights.

5. IN NO EVENT WILL BROADSOFT BE LIABLE TO ANY USER OR THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES FOR ACTIONS TAKEN OR NOT TAKEN PURSUANT TO THIS POLICY, INCLUDING, WITHOUT

LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA, BREACH OF PRIVACY, FRAUDULENT ACTIVITY, OR OTHERWISE, EVEN IF BROADSOFT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IN FAVOR OF BROADSOFT IS IN ADDITION TO ANY LIMITATIONS SET FORTH IN ANY WRITTEN AGREEMENT BETWEEN BROADSOFT AND ANY APPLICABLE USER AND WILL APPLY WHETHER THE ACTION IN WHICH RECOVERY IS SOUGHT IS BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), OR ANY APPLICABLE LAWS.

6. IN NO EVENT SHALL BROADSOFT'S LIABILITY UNDER THIS AGREEMENT ARISING OUT OF A USER OR USER'S USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED USD $500.00.

4.0 User Agreements

1. Nothing in this Policy will limit or be deemed a waiver of any rights or protections of BroadSoft pursuant to any written agreement between BroadSoft and any applicable User of the Services. This Policy will be read in connection with any such written agreement and not in conflict with any such agreement. This Policy, in connection with any such agreement, supersedes any other oral or written representations or agreements made by BroadSoft and/or its representatives regarding the Services.

2. Subject to any arbitration, forum or choice of law provisions of any written agreement between BroadSoft and any applicable User, (i) this Policy will be governed by, construed under and enforced in accordance with the laws of the State of Maryland without reference to its choice of law principles or the United Nations Convention on the International Sale of Goods; and (ii) in the event any party brings a civil action or initiates judicial proceedings of any kind related to this Policy (except for actions to enter or collect on judgments), Users consent to the exclusive personal jurisdiction and venue of the federal and state courts located in Montgomery County, Maryland.

3. If any provision of this Policy is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Policy will not be affected thereby.

4. BroadSoft reserves the right to establish or modify general practices and limits concerning use of the Services and Software. Where practical, BroadSoft will provide User with prior notice of such new or modified practices.