

## **ACCEPTABLE USE POLICY**

THESE TERMS ARE BETWEEN YOU AND AVAYA INC. A DELAWARE USA CORPORATION WITH AN ADDRESS AT 4655 GREAT AMERICA PARKWAY, SANTA CLARA, CALIFORNIA 95054 OR THE APPROPRIATE AVAYA AFFILIATE OR PERMITTED ASSIGNEE PROVIDING THE COMPANY'S SERVICES TO YOU ("COMPANY").

This Acceptable Use Policy ("AUP") describes actions that Company prohibits when any party uses Company's Services. This AUP is incorporated by reference and governed by the terms and conditions applicable to your use of Company's Services. This AUP is applicable to Customer whether or not You have agreed to such terms and conditions, and Customer may not use the Services without agreeing to this AUP. Your use of Company's Services shall be deemed to be your acceptance of this AUP.

### **I. Restricted Actions**

#### **A. Customer agrees not to do any of the following, or allow others to do any of the following:**

- (1) use the Service in a manner that is actually or potentially libelous, defamatory, threatening, harmful, harassing, indecent, obscene, in violation of any third party intellectual property rights or privacy rights of any person, or otherwise unlawful under any applicable law or regulation (including, without limitation, laws and regulations regarding the transmission of data or software);
- (2) misrepresent an affiliation with, or otherwise impersonate, any person or organization or otherwise attempt to mislead others as to the identity of the sender or the origin of any communication using the Services;
- (3) upload or otherwise transmit files that contain malware (including, but not limited to, viruses, Trojan horses, worms, time bombs, and spyware) or corrupted data;
- (4) download a file or software or include in the Service any content, software, files or links that Customer knows, or has reason to believe, cannot be distributed legally over the Service;
- (5) post "spam," transmit unsolicited messages, calls, advertising, telemarketing, chain letters, bulk email, or texts or engage in other similar activities, including, without limitation, any activities that violate anti-spamming laws and regulations, including, but not limited to, the CAN-SPAM Act, the Telephone Consumer Protection Act, Truth in Caller ID Act, and the Do-Not Call Implementation Act, or use the Services in any manner that violates the Mobile Marketing Association guidelines and/or best practices, carrier guidelines, any other industry standard;
- (6) advocate illegal activity or discuss an intent to commit an illegal act;
- (7) seek to exploit or harm children by exposing them to inappropriate content, asking for personal information, or otherwise;
- (8) access or attempt to access the Service by any means other than an interface provided by Company or bypass or attempt to bypass the measures Company may use to prevent or restrict access to the Service, including but not limited to any automated means such as the use of scripts or web crawlers or use the Services in any other manner that poses a security or service risk to Company or its users;
- (9) engage in any other conduct that (a) prevents, restricts or inhibits anyone's use or enjoyment of the Service or which, as determined by Company, may harm Company or users of the Service or expose them to liability, damages or danger; (b) interferes with, disrupts, disables, damages, or overburdens the Service or associated servers, networks, or software, or (c) damages any Company or third party property or information, including, without limitation, Company's Confidential Information, Company's Intellectual Property and Other Users' Content;
- (10) reproduce, duplicate, copy, transfer, modify, license, sell, trade, or resell the Service, any deliverables provided by Company related to the Service or any other Company Intellectual Property, unless Company expressly agrees otherwise in writing;
- (11) reverse engineer, disassemble, decompile, or otherwise attempt to derive source code from the Service and/or software (if any);
- (12) transfer Customer's subscription to the Service to any other company or entity without the prior written consent of Company;
- (13) use any trademark, service mark, trade name, or logo of any company or organization in conjunction with the Service in a manner that is likely or intended to cause confusion about the owner or authorized user of such mark, name, or logo;

(14) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (a) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (b) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated;

(15) modify, alter, or delete in any manner calling party number information, originating point codes, or any other signaling information or call detail in connection with the transport and termination of traffic to the called party;

(16) launch or facilitate, whether intentionally or unintentionally, a denial of service attack on any of the Services or any other conduct that adversely impacts the availability, reliability, or stability of the Services; or

(17) use the Service, or any component of the Services, in any manner not authorized by Company.

**II. IN ADDITION, CUSTOMER HAS READ, UNDERSTOOD, AND AGREES TO THE FOLLOWING:**

**A.** CUSTOMER IS RESPONSIBLE FOR ENSURING THAT CUSTOMER NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION OR ATTACK AND REGULARLY BACKING UP CUSTOMER DATA AND FILES IN ACCORDANCE WITH GOOD COMPUTING PRACTICES.

**B.** EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE SERVICE DESCRIPTION OR APPLICABLE TERMS OF SERVICE: (I) CUSTOMER SHALL INFORM ANY USER USING THE SERVICE THAT THE SERVICE IS NOT DESIGNED FOR, NOR SHOULD BE RELIED UPON FOR ANY TYPE OF EMERGENCY CALL; AND (II) THIRD PARTY EMERGENCY SERVICES, INCLUDING, BUT NOT LIMITED TO 911 AND E911 SERVICE, USED WITH OR OTHERWISE MADE ACCESSIBLE USING THE SERVICE MAY FUNCTION DIFFERENTLY OR MAY BE LIMITED OR UNAVAILABLE, AND AVAYA, ITS AFFILIATES AND SUBCONTRACTORS AND SUPPLIERS ARE NOT LIABLE IN ANY WAY FOR ANY SUCH CALLS. IT IS HIGHLY RECOMMENDED THAT ANY USER OF THE SERVICE HAVE AN ALTERNATIVE MEANS OF ACCESSING EMERGENCY SERVICES.

**C.** CUSTOMER IS RESPONSIBLE FOR USE OF THE SERVICE BY ITS PERSONNEL, EMPLOYEES, SUBCONTRACTORS, OR ANY OTHER PERSON USING THE SERVICE VIA CUSTOMER'S SUBSCRIPTION TO THE SERVICE, WHETHER OR NOT KNOWN OR APPROVED BY CUSTOMER ("END USERS"), AND ANY SUCH USE SHALL BE DEEMED A USE BY CUSTOMER. COMPANY MAY INVESTIGATE COMPLAINTS OR SUSPECTED VIOLATIONS OF THE AUP AND, IF COMPANY REASONABLY DETERMINES THERE IS A VIOLATION, COMPANY MAY, WITHOUT ANY LIABILITY OR PENALTY TO COMPANY, TAKE ACTION, IN COMPANY'S SOLE DISCRETION, TO REMEDY THE VIOLATION INCLUDING REMOVING CUSTOMER DATA OR RESTRICTING, SUSPENDING OR TERMINATING CUSTOMER'S ACCESS TO THE SERVICE. WHERE COMPANY REASONABLY BELIEVES THAT SUCH VIOLATION WOULD EXPOSE COMPANY TO CIVIL, REGULATORY OR CRIMINAL LIABILITY OR OTHERWISE CREATE A SECURITY RISK, COMPANY MAY TAKE ACTION IMMEDIATELY WITHOUT PRIOR NOTICE TO CUSTOMER.

**D.** IF CUSTOMER USES OR ACCESSES THE SERVICE, CUSTOMER ACCEPTS THE RESPONSIBILITY ON BEHALF OF ITSELF AND ITS END USERS USING THE SERVICE TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE TELEPHONE CONSUMER PROTECTION ACT AND ITS ASSOCIATED REGULATIONS PROMULGATED BY THE FEDERAL COMMUNICATIONS COMMISSION, AND APPLICABLE STATE OR COUNTRY TELEMARKETING LAWS AND REGULATIONS AS WELL AS APPLICABLE CALL RECORDING AND OTHER RECORDING AND MONITORING LAWS. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT IT IS FULLY RESPONSIBLE FOR MAKING OR INITIATING CALLS USING THE SERVICE AND THAT COMPANY PLAYS NO ROLE IN PURCHASING CALL LISTS FOR CUSTOMER OR DETERMINING WHEN OR WHETHER CUSTOMER CALLS A NUMBER. CUSTOMER FURTHER ACKNOWLEDGES THAT COMPANY DOES NOT DRAFT OR EDIT THE CONTENT OF ANY MESSAGE DELIVERED BY CUSTOMER DURING A CALL MADE USING COMPANY'S SERVICE. COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER THIRD PARTY IF CUSTOMER FAILS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

**E.** COMPANY MAY UPDATE THIS AUP AT ITS SOLE DISCRETION AT ANY TIME AND WITHOUT NOTICE TO CUSTOMER.