

BroadSoft, Inc.

Vendor Code of Conduct

GENERAL APPLICATION

BroadSoft, Inc. and its subsidiaries and affiliates (collectively, “BroadSoft”) is committed to the highest standards of environmental, social and ethical responsibility and conduct. BroadSoft requires each of its Vendors (as defined below) to comply with all of the principles in this Vendor Code of Conduct (“Code”). In addition, Vendors are required to comply with all applicable laws and regulations. Where local laws conflict with this Code, Vendor shall always comply with the more restrictive one.

This Code outlines BroadSoft’s expectations, standards and requirements for Vendor conduct pertaining to the protection of human rights, the promotion of health, safety and safe working conditions, and responsible management practices pertaining to environmental protection issues and high ethical standards.

Compliance by a Vendor with this Code is a condition of doing business with BroadSoft. For purposes of this Code, “Vendor” shall mean a vendor or supplier, and all of its subsidiaries and affiliates, including all Workers employed or engaged by any of the foregoing, who provide products to, and/or services for use by BroadSoft.

For purposes of this Code, “Worker” shall mean any employee, agent, contractor, subcontractor and other personnel of Vendor.

HUMAN RIGHTS

BroadSoft believes all Workers deserve a fair and ethical workplace environment and must be treated with the utmost dignity and respect. Accordingly, Vendor must treat its Workers with dignity and respect at all times and Vendor shall (a) uphold the highest standards of human rights, (b) provide a mechanism for reporting human rights violations and (c) where it is allowed by law, have a system that allows Workers to anonymously report concerns. Vendor shall ensure that the third-party recruitment agencies it uses are compliant with applicable provisions of this Code and the law.

Anti-Discrimination; Legal Right to Work

Vendor shall not discriminate against any Worker on the basis of race, age, disability, ethnicity, gender, pregnancy, marital status, parental status, social status, national origin, political or union affiliation, religion, sexual orientation in hiring and other employment practices or any other characteristic protected by local law, as applicable. Vendor’s hiring practices must include verification of Workers’ legal right to work in the country and ensure that all mandatory documents, including work permits, are timely obtained and available for inspection.

Anti-Harassment and Abuse

Vendor shall commit to providing a workplace free of physical, psychological, sexual or verbal abuse or other unlawful harassment. Threats or other forms of intimidation are prohibited.

Compensation and Working Hours

Vendors shall comply with applicable wage and hour labor laws and regulations governing Worker compensation and working hours. Workers with the same qualifications, skills, experience and performance shall receive equal pay for equal work in accordance with applicable labor laws.

Forced Labor

Vendor shall ensure that all work is voluntary. There shall be no trafficking of persons or use of any form of slave, forced or indentured labor. Involuntary labor includes the transportation, harboring, recruitment, transfer, receipt or employment of persons by means of threat, force, coercion, abduction, fraud or payments to any person having control over another person for the purpose of exploitation. Vendor shall not withhold Workers' original government-issued identification and travel documents. Vendor shall ensure that any Workers' contracts clearly convey the conditions of employment in a language understood by the Workers. Vendor shall not impose unreasonable restrictions on movement within the workplace or upon entering or exiting facilities.

Child Labor

Vendor may not employ persons who are below the applicable legal minimum age to work. BroadSoft recognizes that in some countries the legal minimum age may be younger than 18 years of age. Vendor may not employ persons under 18 years of age to perform work that might jeopardize their health, physical, mental, spiritual, moral, social, education, safety, or morals, consistent with Article 2.4 of the ILO Minimum Age Convention No. 138 or otherwise inconsistent with his/her personal development. Vendor shall not require child Workers to work overtime or perform night work and the best interests of the child shall be the primary consideration at all times.

EXPORTS

BroadSoft requires that Vendor comply with all U.S. and applicable foreign export laws and understand how applicable export control laws apply and conform to these laws to ensure no data, information, program and/or materials resulting from services or product thereof will be exported in violation of applicable export control laws. As applicable, Vendor shall comply with the Customs-Trade Partnership against Terrorism security procedures on the U.S. Customs website at www.cbp.gov (or such other website established for such purpose by the U.S. government).

HEALTH AND SAFETY

Worker well-being is essential and Vendor shall provide a healthy and safe work environment for its Workers, including tolerable temperatures, noise levels, adequate ventilation, sufficient lighting, clean toilet facilities and drinkable water. Vendor shall take proactive measures that support accident prevention and minimize health risk exposure. Workers shall have the right to refuse unsafe work environments. Vendor shall provide Workers with appropriate workplace health and safety training and such information shall be posted in its facilities for view by Workers.

Vendor shall have a system for Workers to report health and safety incidents and unsafe working conditions without fear of retaliation. Such system shall be used to document, investigate, track and manage all incidents reported. Vendor shall implement corrective action plans to mitigate risks, provide necessary solutions and facilitate the health and safety of its Workers through any such incident.

Vendor shall identify, evaluate, and manage workplace health and safety hazards through a prioritized process of hazard elimination, engineering controls and/or administrative controls. If required for the performance of their duties and responsibilities, Vendor shall provide Workers with job-related, appropriately maintained personal protective equipment and instruction on its proper use.

Vendor shall identify and assess potential emergency situations affecting the health, safety and welfare of its Workers. For each situation, Vendor shall develop and implement emergency plans and response procedures that minimize harm to life, environment and property.

ENVIRONMENT

BroadSoft is committed to protecting the environment and running environmentally sound operations. Vendor is expected to conduct its operations in a way that minimizes the impact on the environment, its customers, and Workers.

Reducing Environmental Impact

As and to the extent applicable to its operations, Vendor shall (a) make efforts to reduce energy, water, and natural resource consumption by implementing methods to conserve them and (b) develop, implement and maintain environmentally responsible business practices. Vendor shall minimize use of hazardous substances through implementation of substitution or reduction methods.

Adoption of Standards, Compliance with Laws, Permits

As and to the extent applicable to its operations, Vendor shall have a systematic approach to hazardous (and non-hazardous) substance management within its premises and an

environmental management system (EMS) such as ISO: 14001. Any such system shall identify, manage, reduce, and responsibly dispose of or recycle hazardous (and non-hazardous) substances.

Vendor shall ensure that its operations comply with local laws related to air emissions, water consumption, toxic substances and hazardous waste disposal. Vendor shall obtain, keep current and comply with all required environmental permits and shall comply with the reporting requirements of applicable permits and regulations.

ETHICS

BroadSoft expects the highest standards of ethical conduct in its endeavors. Vendor shall always be ethical in every aspect of its business, including business practices, sourcing, operations and business relationships.

Conflict of Interest

Conflict of interest situations may arise in many ways and typically involves a situation that casts doubt on Vendor's ability to act with total objectivity regarding BroadSoft's interests. Vendor will not enter into a contract or agreement or assume an obligation that will, in any manner, interfere or represent a conflict of interest with Vendor's duties to BroadSoft. If Vendor has a concern about a potential conflict of interest, such potential conflict of interest shall be disclosed to BroadSoft.

Anti-Corruption

No form of extortion or bribery, including improper offers for payments to or from Workers or organizations or kickbacks, is tolerated. This ban applies even if local laws permit such activity. Vendor shall not engage in corruption, extortion, embezzlement or bribery to obtain an unfair advantage and Vendor shall not provide Business courtesies, meals, entertainment, and gifts unless the item (a) is of nominal value, (b) is not paid in cash, (c) is consistent with customary business practices, (d) is not susceptible to being construed as a bribe or kickback and (e) is permissible under applicable law. Vendor shall abide by all applicable anti-corruption regulations and laws of the countries in which it operates, including the Foreign Corrupt Practices Act (FCPA) and applicable international anti-corruption laws, rules and conventions.

Anti-trust and Competition Laws

Vendor shall comply with all applicable laws that prohibit unlawful restraint of trade at all times designed to protect against unfair business practices and to promote competition including laws that prohibit agreements or activities that reduce competition, such as price fixing, bid rigging, boycott of specified suppliers or customers, market allocation or the limit of product lines, sales or production for anticompetitive purposes. Vendor should refrain from discussions with competitors about prices, costs, profit margins, production volumes, bids, quotes or specific customers. Deceptive practices are also prohibited such as making

false or misleading statements and representations about products or services including BroadSoft products or services, as well as BroadSoft competitors and their products or services.

Confidentiality

Vendor shall use customary industry practices to manage confidential information it receives from, by, from, or about BroadSoft and its contractors, suppliers, and business partners (collectively “BroadSoft Entities”). All such information, including information in electronic format, intellectual property, software, or other technologies, must be protected with appropriate safeguards. Any transfer of confidential information to a third party without the consent of BroadSoft must be done in a way that secures and protects the property rights of BroadSoft Entities. Vendor may only receive proprietary and confidential information from BroadSoft Entities subject to execution of a confidentiality or non-disclosure agreement and must comply with the obligations included within such agreement at all times. Vendor may not use the trademarks, images, or other copyrighted materials of BroadSoft Entities, unless explicitly authorized to do so.

Financial Integrity

Disbursement of funds related to Vendor’s business with BroadSoft is contingent upon a written contract with BroadSoft signed by duly authorized representatives of both parties. All transactions related to Vendor’s contract with BroadSoft and other relevant forms, orders and reports provided to BroadSoft must be accurately documented. Vendor shall maintain accurate and timely financial books, records, and statements pertaining to its own business in accordance with applicable rules, laws and regulations.

Compliance Management

Vendor is expected to have a management system that ensures compliance with applicable laws and regulations as well as BroadSoft policies including this Code and that identifies and reduces operational risks related to this Code. The system should also cover continued compliance with regard to changes in laws and regulations affecting Vendor’s business operations. Vendor shall train Workers and appropriate management personnel to facilitate such compliance.

CORPORATE SOCIAL RESPONSIBILITY

Vendor is encouraged to foster social and economic contributions to the communities in which it operates or for other similar causes worldwide.

SUPPLY CHAIN MANAGEMENT

Vendor shall maintain sufficient knowledge and information from its material and component part suppliers to ensure they were obtained from permissible resources in

compliance with applicable laws and regulations as well as the OECD Due Diligence Guidance for Responsible Supply Chains of Materials from Conflict-Affected and High-Risk Areas, such as the Democratic Republic of the Congo (“DRC”), or an adjoining country (Angola, Burundi, Central African Republic, the Republic of the Congo, South Sudan, Rwanda, Tanzania, Uganda and Zambia). Vendors may be required to supply the country of origin and other information in connection with BroadSoft supply chain management/transparency efforts so that, among other things, BroadSoft can comply with applicable governmental laws, rules and regulations. BroadSoft may conduct onsite audits and review and approve corrective action plans and verify compliance at any time.

SUPPLIER RESPONSIBILITY AND ACCOUNTABILITY

As outlined above, Vendor is required to provide safe working conditions of its Workers, treat Workers with dignity and respect, act fairly and ethically, and use environmentally responsible practices in its operations.

Vendor shall assist BroadSoft in enforcing this Code and shall have its own process for communicating clear and accurate Code requirements to its Workers.

Vendor shall develop and maintain processes (a) to identify risks associated with its business operations including labor and human rights, environmental, health, safety, ethics, and legal compliance, (b) to determine the significance and impact of each risk and (c) to implement processes and controls to manage the risks identified.

Vendor shall identify personnel in charge of performing periodic evaluations of its operations (and facilities of its subcontractors and suppliers) to ensure compliance with this Code and applicable laws and regulations. BroadSoft will contact such designated personnel to assess Vendor compliance on a routine basis. Vendor shall provide information and allow access to their premises in furtherance of any such assessment performed by BroadSoft or its designee.

Any violations of this Code may cause BroadSoft to cease doing business with Vendor, especially in the event that a continuous and measurable improvement over time is not assessed.

A Vendor and its Workers may anonymously report violations of this Code of Conduct and other concerns to (a) BroadSoft’s Compliance Hotline at (866) 265-4245, toll-free, 24 hours a day, seven days a week, (b) BroadSoft’s Compliance Hotline e-mail address at <http://openboard.info/bsft/index.cfm>, or (c) by delivering the complaint via regular mail to Attn: Compliance Officer at BroadSoft, Inc. 9737 Washingtonian Boulevard, Suite 350, Gaithersburg, MD 20878. This includes conduct of any BroadSoft employee that in good faith is believed to have violated this Code.

Questions about this Code can be directed to:

BroadSoft, Inc.
9737 Washingtonian Boulevard, Suite 350
Gaithersburg, MD 20878

Attention: Compliance Officer
Email: legal@broadsoft.com