MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is entered into as of the ___ day of _____ 20__ ("Effective Date") by and between BroadSoft, Inc., with offices at 9737 Washingtonian Boulevard, Suite 350, Gaithersburg, Maryland 20878 ("BroadSoft"), and _____ ("Company"), with offices at _____. BroadSoft and Company may be referred to herein individually as a "Party" and collectively as the "Parties."

1. The Parties intend to hold discussions concerning one or more business transactions (the "Purpose"). In connection with such discussions, it may be necessary for one Party to disclose to the other Party, certain information that the disclosing Party wishes to be held in confidence. This Agreement sets forth how such information is to be treated and may be used.

2. As used herein:

   a. "Affiliate" means an entity that is controlling of, controlled by or under common control with a Party.

   b. "Confidential Information" of a Party means, any and all information disclosed orally, visually, or in tangible form by or on behalf of such Party ("Disclosing Party") to the other Party ("Receiving Party"), whether prior to or after the Effective Date hereof, and which has been identified either in writing or verbally as being proprietary or confidential. Confidential Information may include without limitation: ideas, techniques, drawings, works of authorship, inventions, know-how, processes, equipment, algorithms, software programs, software source documents, information related to current, future, and/or proposed products and services of a Party or its Affiliates, financial information, procurement requirements, customer lists, business and contractual relationships, business forecasts and marketing plans of a Party or its Affiliates.

3. Subject to Section 4, Receiving Party agrees that it will hold the Confidential Information received from Disclosing Party in confidence and not disclose it to any third party, except as approved in writing by Disclosing Party, or as permitted by this Agreement. Receiving Party will not use the Confidential Information of Disclosing Party except in connection with the Purpose. Receiving Party will limit access to the Confidential Information of Disclosing Party to only those of its and Receiving Party's Affiliates, employees, agents, consultants, or third party advisors having a need to know such Confidential Information and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein. Receiving Party shall protect the Confidential Information from misuse and unauthorized disclosure using the same degree of care it uses to protect its own Confidential Information, but in no event will it use less than a reasonable degree of care.

4. Receiving Party will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information of Disclosing Party, if such Receiving Party can demonstrate that such portion of the Confidential Information: (a) was in the public domain at the time it was disclosed to Receiving Party, or subsequently entered the public domain, through no fault of Receiving Party; (b) was rightfully communicated to Receiving Party by a third party without any obligation of confidence; or (c) was independently developed by employees or agents of Receiving Party without reference to any Confidential Information communicated to Receiving Party from Disclosing Party.

5. Notwithstanding the above, Receiving Party may disclose certain Confidential Information of Disclosing Party, to the extent such disclosure is required to comply with applicable law or an order or subpoena of a court or other governmental body having jurisdiction, *provided that* Receiving Party provides Disclosing Party with reasonable prior written notice of the requirement to disclose under the applicable law or order.

6. Receiving Party will immediately notify Disclosing Party upon discovery of any loss or unauthorized disclosure by Receiving Party of Confidential Information of Disclosing Party of which it is aware.

7. Upon termination or expiration of this Agreement, or upon written request of either Party, each Party will promptly return to Disclosing Party or destroy all documents and other tangible materials representing Disclosing Party's Confidential Information and all copies thereof. In the event that the Confidential Information is destroyed, Receiving Party will certify in writing to Disclosing Party that it has destroyed such Confidential Information.

8. Receiving Party recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of Disclosing Party, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such

Confidential Information. Neither Receiving Party will make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of Disclosing Party.

9. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOTH PARTIES DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, TITLE, NON-INFRINGEMENT, AND/OR NON-INTERFERENCE.

10. Receiving Party will not reproduce the Confidential Information of Disclosing Party in any form except as required to accomplish the intent of this Agreement. Any reproduction by a Receiving Party of any Confidential Information of Disclosing Party will remain the property of Disclosing Party and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by Disclosing Party.

11. This Agreement will terminate five (5) years after the Effective Date, or may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. Each Party's obligations under this Agreement will survive termination of this Agreement and continue indefinitely.

12. This Agreement will be governed by and interpreted in accordance with the laws of the State of Maryland, without regard to conflicts of law principles thereof or to the United Nations Convention on the International Sale of Goods. Exclusive jurisdiction and venue for any and all disputes hereunder, including any actions to interpret this Agreement, shall lie solely in state or federal courts having jurisdiction over Montgomery County, Maryland, USA.

13. The Parties agree that it is impossible to measure in money the damages that will accrue to a Party hereto by reason of the other Party's breach of this Agreement and that such a breach will cause irreparable injury to the non-breaching Party. In addition to any other right or remedy available at law or in equity, the non-breaching Party will be entitled to enforcement by court injunction or specific performance of the obligations of the breaching Party without showing or proving actual damage.

14. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever. In such event, the Parties will negotiate, in good faith, and substitute a valid and enforceable provision that most nearly implements the Parties' intent.

15. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, but neither Party may assign or otherwise transfer its rights under this Agreement without receiving the express prior written consent of the other Party; provided that no such consent is required for BroadSoft to assign this Agreement to an Affiliate or to any buyer of all or substantially all of the assets or majority voting control of BroadSoft. Except as permitted herein, any attempted or purported assignment will be null and void.

16. Each Party shall comply with all applicable laws, statutes, treaties or regulations relating to the performance of its obligations under this Agreement, including without limitation data privacy, exports, and anti-corruption laws.

17. Each Party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs, prototypes, schematics, hardware or other tangible objects contained in the Confidential Information of the other Party without the prior written consent of the other Party.

18. This Agreement may not be altered, amended, modified, or otherwise changed in any way except by a written instrument signed by authorized representatives of both Parties.

19. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. The exchange of signature pages or agreements by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement by the Parties.

20. All notices, requests, demands, and other communications provided for under this Agreement must be given in writing and in English and will be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered by electronic mail, provided receipt of such electronic mail is confirmed by the receiving Party; (b) on the

delivery date if delivered personally to the Party to whom the same is directed; (c) two (2) business days after deposit with a commercial overnight carrier, with written verification of receipt; or (d) five (5) business days after the mailing date, whether or not actually received, if sent by mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. Notices shall be sent to the Parties at the following addresses, provided either Party may change its address for purposes of this Section, which change of address notice shall be effective on receipt by the other Party:

> To: BroadSoft, Inc.
> 9737 Washingtonian Boulevard, Suite 350
> Gaithersburg, Maryland 20878
> Attn: Vice President and General Counsel
> Email: legal@broadsoft.com

> To: [Insert Name]
> [Insert Address]
> [Insert Contact]
> [Insert Email]

21. The Parties are and at all times shall be and remain independent contractors as to each other, and at no time shall either be deemed to be the agent or employee of the other. No joint venture, partnership, agency or other relationship shall be created or implied as a result of this Agreement. Each Party shall bear full and sole responsibility for its own expenses, liabilities, and costs of operation.

22. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by both Parties. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

IN WITNESS WHEREOF, the Parties have caused this Mutual Non-Disclosure Agreement to be executed as of the Effective Date.

BroadSoft, Inc.   **Company**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____