

## FABBY BETA TERMS OF USE

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  - b. IN THE EVENT THAT SUBSCRIBER HAS ANY BASIS TO RECOVER DAMAGES IN ANY CIRCUMSTANCE ARISING FROM OR RELATED TO FABBY OR FABBY REPORTS OR THESE TERMS, SUBSCRIBER AGREES THAT 2RING'S MAXIMUM LIABILITY TO SUBSCRIBER, WILL NOT EXCEED IN AGGREGATE THE TOTAL AMOUNT PAID TO 2RING FOR THE USE OF FABBY IN THE MONTH IMMEDIATELY PRECEDING ANY SUCH CLAIM OR USD 100, WHICHEVER IS LESS. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT INCREASE SUCH LIMITATION OF LIABILITY.
  - c. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
7. Termination. These Terms will terminate upon the earlier to occur of the following: (a) within ten (10) days of Subscriber's receipt of a written notice from 2Ring terminating these Terms with or

without cause; (b) without further notice, upon any termination of Subscriber's 2Ring Cloud Agreement; (c) without further notice, upon expiration of the evaluation or subscription term granted by 2Ring to Subscriber with respect to the use of Fabby; (d) without further notice, within three (3) business days of 2Ring announcing on its website a general release version of the Fabby service; or (e) upon 2Ring's receipt of a written notice from Subscriber that Subscriber wishes to terminate its use of Fabby. Upon any such termination or expiration, (i) Subscriber and its Users shall no longer access or use Fabby, unless Subscriber has accepted 2Ring's then-current terms and conditions for the general release version of the Fabby service; (ii) Subscriber may continue using for its own business at its own risk any Fabby Reports generated prior to the date of such termination or expiration; (iii) Subscriber shall continue to observe its confidentiality obligations with respect to Feedback provided hereunder; and (iv) the following provisions shall survive: all limitations and restrictions on Subscriber, and any rights and licenses granted to 2Ring, as referenced in Section 1, and Sections 2, 3, 4, 5, 6, 7 and 8. Fees, if any, received by 2Ring for Fabby shall not be refundable for any reason whatsoever.

8. Miscellaneous. These Terms, and the 2Ring Cloud Agreement (together with any Additional Policies), is the entire agreement between Subscriber and 2Ring regarding the use of Fabby, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among these Terms and the 2Ring Cloud Agreement, these Terms shall control but solely with respect to the subject matter hereof.