

HISTORICAL REPORTING BETA TERMS OF USE

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1. Scope. Subscriber and its Users may access and use Historical Reporting only with Subscriber’s 2Ring Cloud Subscription and, may download, reproduce and use the reports generated from the use of Historical Reporting (“Historical Reporting Reports”), but all such use shall be limited to Subscriber’s and its Affiliates’ evaluation purposes in their own business in accordance with these Terms and the 2Ring Cloud Agreement. No other use or license is granted by 2Ring in these Terms. The restrictions and limitations applicable to 2Ring Cloud as set forth in the 2Ring Cloud Agreement shall also apply to Subscriber’s and its Users’ use of Historical Reporting and Historical Reporting Reports. The rights and licenses granted by Subscriber to 2Ring in the 2Ring Cloud Agreement shall extend to all content and data uploaded, submitted, used or collected in relation to Subscriber or its Users use of Historical Reporting.
2. Beta; Feedback. Subscriber acknowledges that Historical Reporting is a pre-release beta version that may contain bugs, defects and errors. Subscriber further acknowledges and agrees that access to Historical Reporting is being granted to Subscriber in exchange for Subscriber’s evaluation of Historical Reporting and Historical Reporting Reports. Subscriber agrees to provide 2Ring with periodic reports, at no charge, that fully describe (i) the results of Subscriber’s and its Users’ use and evaluation of Historical Reporting, and Historical Reporting Reports, including any defects found in Historical Reporting or any Historical Reporting Report and any information necessary for 2Ring to evaluate such defects, and (ii) any recommendations for changes or modifications to Historical Reporting or the Historical Reporting Reports. Subscriber agrees that all of the foregoing is hereby deemed to be Feedback, and together with any responses from 2Ring, such Feedback and responses shall be treated as the Confidential Information of 2Ring. Subscriber shall not submit bug reports or Feedback related to Historical Reporting through normal technical support channels and agrees to report such information to 2Ring at the following e-mail address: beta@2ring.com. For purposes of receiving communications from 2Ring regarding the evaluation of Historical Reporting, if Subscriber does not wish to use the email address associated with Subscriber’s Account, Subscriber shall provide 2Ring with an alternate e-mail address in writing.

3. Proprietary Rights. As between Subscriber and 2Ring, (a) 2Ring exclusively owns all intellectual property rights in and to Historical Reporting and any templates comprised in Historical Reporting Reports, and (b) Subscriber exclusively owns all Subscriber Content and Subscriber Data comprised in Historical Reporting Reports. Subscriber shall preserve all copyright and other proprietary rights notices in the Historical Reporting Reports and all copies thereof.
4. Privacy. By using Historical Reporting, Subscriber acknowledges and agrees to 2Ring's collection, use and disclosure of Subscriber Data as described in the 2Ring Data Processing Addendum and 2Ring's Privacy Policy available at www.2Ring.com/LegalCloud.
5. Disclaimer. HISTORICAL REPORTING AND HISTORICAL REPORTING REPORTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. 2RING DOES NOT WARRANT THAT HISTORICAL REPORTING WILL OPERATE WITH 2RING CLOUD OR THAT ANY SUCH OPERATION WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY ERRORS IN HISTORICAL REPORTING OR ANY HISTORICAL REPORTING REPORT WILL BE CORRECTED. 2RING DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND/OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, INTEGRATION, ACCURACY, COMPLETENESS, OR RELIABILITY, REGARDING HISTORICAL REPORTING, HISTORICAL REPORTING REPORTS OR THESE TERMS. 2Ring shall have no obligation to correct any bugs, defects or errors in Historical Reporting or any Historical Reporting Report or otherwise support, maintain or continue Historical Reporting.
6. Limitation of Liability
 - a. IN NO EVENT WILL 2RING OR ITS AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING FROM OR RELATED TO SUBSCRIBER'S OR ITS USERS' USE, OR INABILITY TO USE HISTORICAL REPORTING OR HISTORICAL REPORTING REPORTS WHETHER IT BE DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF USE, LOSS OF BUSINESS OR PROFITS, LOSS OF GOODWILL, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT (FORESEEABLE OR OTHERWISE), AND ON ANY THEORY OF LIABILITY. ACCESS TO, AND USE OF, HISTORICAL REPORTING AND HISTORICAL REPORTING REPORTS, ARE AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S OR ITS AFFILIATES' BUSINESS (INCLUDING FROM RELIANCE ON ANY HISTORICAL REPORTING REPORT), COMPUTER SYSTEMS OR LOSS OF DATA RESULTING THEREFROM.
 - b. IN THE EVENT THAT SUBSCRIBER HAS ANY BASIS TO RECOVER DAMAGES IN ANY CIRCUMSTANCE ARISING FROM OR RELATED TO HISTORICAL REPORTING OR HISTORICAL REPORTING 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 HISTORICAL REPORTING 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 Historical Reporting; (d) without further notice, within three (3) business days of 2Ring announcing on its website a general release version of the Historical Reporting service; or (e) upon 2Ring's receipt of a written notice from Subscriber that Subscriber wishes to terminate its use of Historical Reporting. Upon any such termination or expiration, (i) Subscriber and its Users shall no longer access or use Historical Reporting, unless Subscriber has accepted 2Ring's then-current terms and conditions for the general release version of the Historical Reporting service; (ii) Subscriber may continue using for its own business at its own risk any Historical Reporting 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 Historical Reporting 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 Historical Reporting, 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.