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## 2Ring Cloud Agreement

Updated: June 10, 2021

**IMPORTANT – PLEASE CAREFULLY READ THE TERMS OF THIS 2RING CLOUD AGREEMENT (THE “AGREEMENT”) WHICH GOVERNS THE USE OF SERVICES OF 2RING’S PRODUCT(S) HOSTED BY 2RING (THE “2RING SERVICE”) AND RELATED SERVICES (THE “2RING CLOUD SUBSCRIPTION” OR “SUBSCRIPTION”). BY CLICKING ON THE “I AGREE” BUTTON OR CHECKING THE ACCEPTANCE BOX OR SIGNIFYING ACCEPTANCE THROUGH ANY OTHER MEANS MADE AVAILABLE TO YOU, (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT (WHICH INCORPORATES BY THIS REFERENCE, THE POLICIES, GUIDELINES, AND OTHER TERMS POSTED ON <https://cloud.2ring.com/legal> (THE “2RING CLOUD PORTAL”), AND SUCH POLICIES, GUIDELINES, AND OTHER TERMS, COLLECTIVELY, THE “ADDITIONAL POLICIES”), (2) YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, ON BEHALF OF THE ENTITY OR PERSON IN RESPECT OF WHOM THE 2RING CLOUD SUBSCRIPTION WAS ORDERED (SUCH ENTITY OR PERSON, “SUBSCRIBER”), AND TO BIND SUBSCRIBER TO THE TERMS OF THIS AGREEMENT, AND (3) YOU AGREE THAT SUBSCRIBER IS ENTERING INTO THIS AGREEMENT WITH 2RING AMERICA, INC. OR 2 RING SPOL. S.R.O. AS APPLICABLE BASED ON THE COUNTRY IN WHICH THE SUBSCRIBER IS PRIMARILY RESIDENT OR HEADQUARTERED AS DESCRIBED IN SECTION 13.1 BELOW. THE 2RING ENTITY WITH WHOM SUBSCRIBER IS ENTERING INTO THIS AGREEMENT, AS DESCRIBED IN ‘(3)’ ABOVE, IS REFERRED TO AS “2RING.” YOU ACKNOWLEDGE THAT THIS AGREEMENT ALONE SHALL APPLY AS BETWEEN 2RING AND SUBSCRIBER IRRESPECTIVE OF ANY AGREEMENT OR ARRANGEMENT SUBSCRIBER MAY HAVE ENTERED INTO WITH ANY RESELLER, DISTRIBUTOR, OR PROVIDER AUTHORIZED DIRECTLY OR INDIRECTLY BY 2RING (THE “AUTHORIZED RESELLER”) FROM WHOM SUBSCRIBER PURCHASED THE 2RING CLOUD SUBSCRIPTION. THIS AGREEMENT ALSO CONTAINS AN AGREEMENT TO ARBITRATE IN SECTION 13.3 BELOW WHICH WILL REQUIRE SUBSCRIBER TO SUBMIT CLAIMS SUBSCRIBER HAS AGAINST 2RING TO BINDING AND FINAL ARBITRATION. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT OR YOU DO NOT HAVE THE NECESSARY AUTHORITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF SUBSCRIBER, YOU SHOULD NOT ACCEPT THIS AGREEMENT AND YOU MAY NOT USE THE 2RING CLOUD SUBSCRIPTION. ANY USE OF THE 2RING CLOUD SUBSCRIPTION THAT DOES NOT COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT IS UNAUTHORIZED AND UNLAWFUL.**

### **1. 2Ring Cloud Subscription**

**1.1 Provisioning & Use.** Subject to the payment of the Subscription Fee (as defined in Section 5.1 below), 2Ring will provision an account for Subscriber (“**Subscriber’s Account**”) through which Subscriber’s and its Affiliates’ employees and contractors (collectively, “**Users**”) may access the 2Ring Service in accordance with this Agreement and subject to applicable Usage Limits (as defined in Section 1.2 below). Any information that is provided to 2Ring for the Subscriber’s Account must be accurate, current and complete. Subscriber agrees to update the Subscriber’s Account information so that 2Ring may send notices, statements and other information to Subscriber by email or through the Subscriber’s Account. Subscriber is responsible for all actions taken through Subscriber’s Account. Subscriber may use its Subscriptions only in the ordinary course of Subscriber’s business in accordance with the terms and conditions of this Agreement and the applicable order form accepted by 2Ring (“**Order**”), and in accordance with 2Ring’s published specifications as set forth in the documentation section of the 2Ring Service for the applicable Subscription (the “**Documentation**”), and all applicable laws and regulations.

**1.2 Usage Limits.** Subscriber’s Subscriptions may be subject to usage limits as set forth in the Order (“**Usage Limits**”) such as, but not limited to, the maximum number of concurrent agents and supervisors that can be logged into the 2Ring Service and the type of connector the 2Ring Service may be used for by those concurrent agents and supervisors. If Subscriber exceeds any Usage Limit, Subscriber agrees to pay the amount for any excess usage in accordance with 2Ring’s applicable pricing and payment terms then in effect. Subscriber further acknowledges that

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the number of concurrent agents and supervisors for which a Subscription is purchased is limited to the specific connector set forth on the Order and is not transferable to a different connector, unless otherwise agreed by 2Ring in writing.

**1.3 Term of a Subscription.** The term of each Subscription (the “**Subscription Term**”) is set forth in the applicable Order and is specific to the connector described in that Order for that Subscription. The Subscription Term, for a given Subscription, shall commence on the date the 2Ring Service is activated by 2Ring for use by Subscriber as notified by 2Ring in writing (which may be by email) to Subscriber or the applicable Authorized Reseller (the “**Activation Date**”). This Agreement will continue until the Subscription Term has expired or has been terminated for all Subscriptions purchased by Subscriber. The Subscription Term for a given Subscription will automatically renew for that Subscription for successive twelve (12) month periods, effective on the first day after the end of the previous Subscription Term (the “**Renewal Date**”) for that Subscription, unless either Subscriber or 2Ring gives the other written notice not to renew that Subscription (“**Notice of Non-Renewal**”) at least thirty (30) days before the Renewal Date. If Notice of Non-Renewal is given in accordance with this Section, the applicable Subscription will terminate as of 12:01 a.m. Pacific Standard Time on the day following the last day of the expiring Subscription Term. The Subscription pricing during any renewal Subscription Term will be at 2Ring’s then-current pricing for that Subscription at the time of renewal.

**1.4 Restrictions.** Subscriber will not, and will not allow Users, to: (a) make its Subscriptions, the Subscriber’s Account, or the 2Ring Service, available to any person other than as permitted in this Agreement, or use its Subscriptions, Subscriber’s Account, or the 2Ring Service, for the benefit of, anyone other than Subscriber; (b) copy or reproduce (apart from embedding a link to the 2Ring Service in Subscriber’s User interface to allow Users to access and use the 2Ring Service as permitted in this Agreement), distribute, republish, download, post or transmit any portion of the 2Ring Service, or any underlying intellectual property, in any form or by any means, including electronic, mechanical, scraping, recording or other means; (c) use its Subscriptions, the Subscriber’s Account, or the 2Ring Service, to create, store or transmit code, files, scripts, agents or programs intended to do harm, including viruses, worms, time bombs and Trojan horses; (d) use its Subscriptions, the Subscriber’s Account, or the 2Ring Service, to create, store or transmit material or content in violation of any third party’s copyright, trademark, patent or other intellectual property rights or any proprietary rights, or otherwise in violation of any applicable law; (e) interfere with or disrupt the integrity or performance of the 2Ring Service for any person; (f) take any action that imposes an unreasonable or disproportionately large load on the 2Ring Service, or any systems or networks related to the 2Ring Service, as determined by 2Ring in 2Ring’s sole discretion; (g) attempt to gain unauthorized access to the 2Ring Service, or any systems or networks related to the 2Ring Service; (h) permit direct or indirect access to, or use of, its Subscriptions, the Subscriber’s Account, or the 2Ring Service, in a way that circumvents any Usage Limit; (i) copy the 2Ring Service, or any part, feature, function or user interface of it; (j) access the 2Ring Service to develop, create, train, improve or build any product or service, including any product or service that competes with, or is similar to, the 2Ring Service, or for any other benchmarking or competitive purpose; or (k) use any materials, software, data or information of a third party with the 2Ring Service other than as permitted by the applicable third party’s terms and conditions therefor and this Agreement. In addition to any other available remedies, 2Ring may immediately suspend or terminate Subscriber’s or any User’s use of the 2Ring Service, any or all Subscriptions, and/or Subscriber’s Account, based on any suspected violation of this Section 1.4. Any violation of this Agreement by Subscriber or its Users is deemed a violation of 2Ring’s intellectual property rights and Subscriber shall notify 2Ring promptly of any such violation. Subscriber will provide 2Ring with any assistance 2Ring reasonably requests to evaluate compliance with this Agreement.

**1.5 2Ring Service Infrastructure.** 2Ring will provide an infrastructure for securing Subscriber Content and will maintain the 2Ring Service at an industry standard level of security. The 2Ring Service utilizes Microsoft Azure (“**Microsoft Azure**”), a public cloud, provided by the Microsoft Corporation. The Order will specify the geographic region in which Subscriber’s Subscription will be hosted if other than the United States of America. 2Ring and its Affiliates may perform certain functions related to the 2Ring Service, such as service administration and support, as well as other services (including professional services and disaster recovery), from locations and/or through use of 2Ring Personnel, worldwide. Subscriber must use reasonable security precautions to connect to the 2Ring Service.



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**1.6 Third Party Integrations.** The 2Ring Service may integrate with third party products or services (each, a “**Third Party Product**”) through APIs made available by the owner of such Third Party Products (“**Third Party APIs**”). 2Ring makes no representations or warranties regarding the performance or suitability of any such Third Party Products or Third Party APIs for Subscriber’s intended requirements or purposes, including for use with the 2Ring Service or Subscriber’s systems or networks. Further, 2Ring makes no representations or warranties regarding the security or integrity of data transmitted, transferred, stored, obtained or received through any such Third Party Products or Third Party APIs. 2Ring is not responsible for any disclosure, modification or deletion of Subscriber Content resulting from access by any Third Party Product. 2Ring is not obligated to maintain or support any Third Party Products or Third Party APIs, or to provide Subscriber with updates, fixes, or services on the 2Ring Service related to any Third Party Products or Third Party APIs, or any changes made by any third party to such Third Party Products, Third Party APIs, or Subscriber Content. 2Ring makes no representations or warranties regarding the availability, functionality, or any changes to the features or specifications, of any Third Party Products or Third Party APIs. Subscriber assumes all risk arising from the use of any Third Party Products or Third Party APIs, including the risk of damage to Subscriber’s computer system, software, the corruption or loss of data, and compliance with all applicable laws and regulations (such as, but not limited to, the laws and regulations related to privacy and data protection).

**1.7 Service Levels.** Subject to Subscriber’s compliance with all of the terms and conditions of this Agreement, including payment obligations, 2Ring will provide the 2Ring Service in accordance with the SLA Policy for 2Ring Cloud Subscriptions posted on the 2Ring Cloud Portal (the “**SLA**”). 2Ring’s entire obligation, and Subscriber’s exclusive remedy for any service level violation, will solely be the specific remedies set forth in the SLA, with no substitution.

**2. Subscriber Content.** Subscriber grants 2Ring and 2Ring Personnel, a worldwide license, under all applicable intellectual property and other proprietary rights, during the term of this Agreement, to host, copy, transmit, and display or execute Subscriber Content as reasonably necessary for 2Ring to provide the functionality of the 2Ring Service, including pushing and pulling Subscriber Content to and from any Third Party Product integration Subscriber chooses to use with the 2Ring Service. Subscriber acknowledges and agrees that Subscriber’s revocation of any of the foregoing licenses granted by Subscriber shall release 2Ring from any and all obligations to provide or make available the 2Ring Service, in whole or in part, to Subscriber and any User and 2Ring shall not be obligated under any circumstances to refund any amounts paid to 2Ring for any Subscription. Subject to the limited licenses granted by Subscriber under this Agreement, 2Ring does not acquire any right, title or interest in or to Subscriber Content. 2Ring makes no representation or warranty regarding the interoperability of Subscriber Content with the 2Ring Service or any Third Party Product integrations. Subscriber is responsible for the accuracy, quality and legality of Subscriber Content and the means by which Subscriber or any User acquired, uses or discloses Subscriber Content (including, providing adequate privacy notices under applicable law). Subscriber represents and warrants that it has obtained all necessary rights and permissions to grant the rights and permissions granted under this Agreement.

**3. 2Ring Proprietary and other Rights**

**3.1 Ownership.** All right, title and interest in and to the 2Ring Service and 2Ring’s Confidential Information, and any modifications, enhancements and improvements thereto, including all intellectual property rights therein, are and at all times shall remain the sole and exclusive property of 2Ring and its licensors. No implied licenses are granted by 2Ring.

**3.2 Feedback License.** Subscriber grants 2Ring and its Affiliates a worldwide, perpetual, irrevocable, transferable, royalty-free and fully-paid license to use and incorporate into, and distribute as a part of, the 2Ring Service or any other products, services or content, any suggestion, support (including any flaws, error, bugs, anomalies, or problems) or enhancement request, recommendation, correction or other feedback from Subscriber or any User relating to the 2Ring Service, its features, characteristics, and/or operations, or any associated documentation or services (collectively, “**Feedback**”). 2Ring is under no obligation to respond to and/or implement any Feedback provided by Subscriber.

**3.3 Administrative Tools & Administrative Information.** Subscriber agrees that 2Ring may use tools, scripts, software, and utilities (collectively, the “**Administrative Tools**”) to monitor and administer the 2Ring

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Service and to help resolve Subscriber's service requests. The Administrative Tools will not collect or store any Subscriber Content, except as necessary to provide the 2Ring Service or troubleshoot service requests or other problems with the 2Ring Service. Subscriber further agrees that information collected by the Administrative Tools (excluding Subscriber Content) (collectively, the "**Administrative Information**") may also be used to assist in managing 2Ring's product and service portfolio, to assist 2Ring to address deficiencies in its product and service offerings, and for management of the 2Ring Service and your Subscriptions. 2Ring retains all intellectual property rights in and to Administrative Information. If any rights in or to any Administrative Information vests in Subscriber, Subscriber hereby unconditionally and irrevocably assigns to 2Ring all worldwide intellectual property rights and other proprietary rights to such Administrative Information, and if such assignment cannot (as a matter of law) be made, Subscriber hereby licenses all such Administrative Information to 2Ring to use, incorporate, and distribute in any manner 2Ring sees fit on a worldwide, perpetual, irrevocable, transferable, royalty-free and fully paid-up basis.

**3.4 Service Analyses.** 2Ring may: (i) compile statistical and other information related to the performance, operation and use of the 2Ring Service and your Subscriptions, and (ii) use data from the 2Ring Service and your Subscriptions in de-identified, anonymized and aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "**Service Analyses**"). 2Ring may make Service Analyses publicly available; however, Service Analyses will not incorporate Subscriber Content or Subscriber Confidential Information in a form that identifies Subscriber or any User, and Service Analyses do not constitute personal data. 2Ring retains all intellectual property rights in and to Service Analyses. If any rights in or to any Service Analyses vests in Subscriber, Subscriber hereby unconditionally and irrevocably assigns to 2Ring all worldwide intellectual property rights and other proprietary rights to such Service Analyses, and if such assignment cannot (as a matter of law) be made, Subscriber hereby licenses all such Service Analyses to 2Ring to use, incorporate, and distribute in any manner 2Ring sees fit on a worldwide, perpetual, irrevocable, transferable, royalty-free and fully paid-up basis.

**4. Confidentiality.** Each party (the "**receiving party**") will use the other party's (the "**disclosing party**") Confidential Information only as permitted under this Agreement. The receiving party will not disclose the disclosing party's Confidential Information during the term of this Agreement or at any time during the seven (7) year period following any termination of this Agreement unless required by applicable law. If the receiving party believes disclosure of Confidential Information is required by applicable law, it will not disclose such information without first giving the disclosing party at least five (5) business days' notice in writing. The receiving party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the disclosing party's Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. "**Confidential Information**" means all nonpublic information, whether disclosed by a party or its Affiliates or their respective employees or contractors, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information also includes: (a) nonpublic information relating to a party or its Affiliates' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; and (b) third-party information that each party is obligated to keep confidential. Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this Agreement or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known by the receiving party at the time it was received from the disclosing party or its Affiliates or their respective employees or contractors; (iii) is received from a third party that lawfully acquired and disclosed it without any obligation of confidentiality to the receiving party or its Affiliates; or (iv) can be shown by documentation to have been independently developed by the receiving party or its Affiliates without reference to the disclosing party's Confidential Information.

## **5. Payment and Fees**

**5.1 Subscription Fee.** The subscription fee is set forth on the Order ("**Subscription Fee**") and is due upfront for Subscribers who pay 2Ring directly. Any additional seats purchased by Subscriber for a specific connector shall be prorated for the then-current Subscription Term for that connector and shall be subject to renewal concurrently with the renewal of the 2Ring Subscription purchased by Subscriber for that connector. Once an Order is submitted to 2Ring by Subscriber or, on your behalf by your Authorized Reseller, it is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or in the applicable Order. There will be no refunds for decreases



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in Subscription usage, whether that relates to the number of seats or connectors used or otherwise. If Subscriber is unable or unwilling to abide by its Usage Limits, Subscriber agrees to execute an Order with 2Ring or the applicable Authorized Reseller for additional seats or connectors promptly upon request, and/or pay any invoice for excess usage in accordance with 2Ring's then-current pricing and payment terms. Subscriber further agrees that 2Ring may, without liability, suspend Subscriber's Account until such time as Subscriber comes into compliance with its Usage Limits or Subscriber purchases additional seats or connectors or makes additional payment as required by this Section for exceeding the Usage Limits.

**5.2 Payments.** As applicable, the Authorized Reseller may choose to bill Subscriber themselves or require Subscriber to submit credit card information to 2Ring so that 2Ring may charge Subscriber's credit card. If Subscriber is required to submit credit card information to 2Ring, Subscriber is responsible for providing complete and accurate billing, credit card, and contact information and notifying 2Ring of any changes to such information. If Subscriber provides credit card information, Subscriber authorizes a charge to Subscriber's credit card for each Subscription, including any additional purchases ordered or invoiced in accordance with Section 5.1.

**5.3 Overdue Charges.** If 2Ring does not receive any amount owed by the due date, then, without limiting 2Ring's rights or remedies, those charges may accrue late interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. If payment is late by thirty (30) days or more, 2Ring may terminate Subscriber's Subscriptions and begin collection efforts.

**5.4 Taxes.** Subscription Fees payable to 2Ring do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any state or other taxing authority whatsoever (collectively, "**Taxes**"). Subscriber is responsible for paying all Taxes associated with the Subscriptions. For clarity, 2Ring is solely responsible for taxes assessable against 2Ring based on 2Ring's income, property, and employees. If any value added Tax or other Tax is chargeable, 2Ring shall specify such Tax in addition to the Subscription Fee in the invoice, and Subscriber shall pay such Tax at the same time it pays the Subscription Fee.

**5.5 Fee Changes.** 2Ring will use commercially reasonable efforts to notify Subscriber or the applicable Authorized Reseller of any change to the Subscription Fee for its Subscription at least thirty (30) days before the fee change goes into effect. If an increase or change in the Subscription Fee for any Subscription is not acceptable to Subscriber, Subscriber may, without any liability, or obligation, on the part of 2Ring, terminate that Subscription or this Agreement in accordance with Section 10 prior to the time when such fee increase or change takes effect. Subscriber's continued use of any Subscription that is subject to the fee increase or change after such thirty (30) day period constitutes Subscriber's agreement to the fee increase or change.

## **6. Disclaimers**

**6.1** WITHOUT LIMITING 2RING'S OBLIGATIONS IN THE SLA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE 2RING SERVICE IS PROVIDED TO SUBSCRIBER ON AN "AS-IS", "WHERE IS" AND "AS AVAILABLE" BASIS. 2RING DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES WITH RESPECT TO THE 2RING SERVICE AND ANY RELATED SERVICES PROVIDED BY 2RING OR ITS AFFILIATES, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. 2RING DOES NOT WARRANT THAT USE OF THE 2RING SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. 2RING AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE 2RING SERVICE OR ANY RELATED SERVICES PROVIDED BY 2RING OR ITS AFFILIATES THAT ARISE FROM SUBSCRIBER CONTENT OR THIRD PARTY PRODUCTS OR THIRD PARTY APIS. SUBSCRIBER ACKNOWLEDGES THAT ACTIONS INITIATED BY ANY USER ON THE 2RING SERVICE MAY IRREVOCABLY MODIFY AND/OR DELETE SUBSCRIBER CONTENT IN WHOLE OR IN PART AND SUBSCRIBER AGREES THAT 2RING IS NOT RESPONSIBLE OR LIABLE FOR ANY RESULTING LOSS OR MODIFICATION OF SUBSCRIBER CONTENT.

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**6.2** NOTWITHSTANDING 2RING'S USE OR INTEGRATION OF THIRD PARTY APIS IN CONNECTION WITH SUBSCRIBER'S USE OF THIRD-PARTY PRODUCTS WITH THE 2RING SERVICE, 2RING IS NOT RESPONSIBLE FOR: (A) ANY ISSUES THAT ARISE FROM SUBSCRIBER'S USE OF SUCH THIRD PARTY PRODUCTS OR THIRD PARTY APIS, (B) ANY ERRORS, INACCURACIES, INCOMPLETENESS, NON-AVAILABILITY OR INTERRUPTIONS, CORRUPTION, OF OR IN ANY THIRD-PARTY PRODUCTS OR THIRD PARTY APIS, OR ANY DATA OR INFORMATION ACCESSED IN OR PULLED FROM SUCH THIRD PARTY PRODUCTS OR THIRD PARTY APIS, (C) ANY CHANGES TO THE FEATURES OR SPECIFICATIONS, OF ANY SUCH THIRD PARTY PRODUCTS OR THIRD PARTY APIS, OR TO PROVIDE SUBSCRIBER WITH UPDATES, FIXES, OR SERVICES ON THE 2RING SERVICE RELATED TO ANY THIRD PARTY PRODUCTS OR THIRD PARTY APIS, OR ANY CHANGES MADE BY ANY THIRD PARTY TO SUCH THIRD PARTY PRODUCTS, THIRD PARTY APIS, OR SUBSCRIBER CONTENT, OR (D) ANY THIRD PARTY CHARGES FOR THE USE OF SUCH THIRD PARTY PRODUCTS OR THIRD PARTY APIS. 2RING IS NOT OBLIGATED TO MAINTAIN OR SUPPORT ANY SUCH THIRD PARTY APIS OR THIRD-PARTY PRODUCTS, OR PAY ANY CHARGES FOR ANY SUCH THIRD PARTY APIS OR THIRD PARTY PRODUCTS. SUBSCRIBER ASSUMES ALL RISK ARISING FROM THE USE OF ANY SUCH THIRD-PARTY PRODUCTS OR THIRD PARTY APIS, OR ANY DATA OR INFORMATION ACCESSED IN OR PULLED FROM SUCH THIRD PARTY PRODUCTS OR THIRD PARTY APIS.

**7. Limitation of Remedies and Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER 2RING NOR ITS SUPPLIERS OR SERVICE PROVIDERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR THE TERMS OR CONDITIONS RELATED THERETO, THE 2RING SERVICE OR ANY RELATED SERVICES PROVIDED BY 2RING OR ITS AFFILIATES, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY: (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF REVENUES, LOSS OF PROFITS, OR INTERRUPTION OF BUSINESS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 2RING'S AGGREGATE CUMULATIVE LIABILITY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR THE TERMS OR CONDITIONS RELATED THERETO, THE 2RING SERVICE AND ANY RELATED SERVICES PROVIDED BY 2RING OR ITS AFFILIATES, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING, SHALL NOT EXCEED THE SUBSCRIPTION FEES PAID TO 2RING IN THE PRECEDING TWELVE (12) MONTHS FOR THE SPECIFIC 2RING CLOUD SUBSCRIPTION PURCHASED BY SUBSCRIBER THAT GAVE RISE TO THE LIABILITY. 2RING'S AFFILIATES, SUPPLIERS AND SERVICE PROVIDERS SHALL HAVE NO LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT.

**8. Basis of Bargain.** The warranty disclaimer and limitation of liability set forth above are fundamental elements of the basis of the agreement between 2Ring and Subscriber. 2Ring would not be able to provide the Subscriptions on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of 2Ring's suppliers.

**9. Publicity.** 2Ring may refer generally to the existence of this Agreement and use the Subscriber's name in press releases, on web sites, and other promotional material, but will not reveal any specific terms of this Agreement or any non-public and proprietary information designated "confidential" in writing by the Subscriber.

**10. Termination.** 2Ring may terminate any or all Subscriptions and this Agreement upon ten (10) days' written notice to Subscriber if Subscriber materially breaches any of the terms hereof. A material breach by Subscriber includes, without limitation, Subscriber's failure to comply with Section 1.4, or Subscriber's breach of Section 1.1 or 1.2, or Subscriber's failure to pay any Subscription Fees when due. Subscriber may terminate this Agreement or any particular Subscription at any time, with or without cause. Subscriber may terminate this Agreement or any particular Subscription by sending either an email to legal@2Ring.com with Subscriber's name and the subject "Termination of Cloud Agreement" (or, if only a particular Subscription is being terminated, then with the subject "Termination of 2Ring Cloud Subscription" along with an identification of the 2Ring Cloud Subscriptions (e.g., by providing the 2Ring

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Subscription name, connector name and version, Subscriber's primary email for Subscriber's Account, and 2Ring Tenant ID) or a letter by certified mail (if the letter is to be mailed and delivered within the United States) or recognized international courier (e.g., Fedex) (if the letter is to be mailed or delivered outside the U.S.) to the address set forth for the applicable 2Ring entity in Section 13.1 below or to such other address as 2Ring may specify in writing by posting the new address on the 2Ring Cloud Portal. Upon termination, Subscriber shall, and Subscriber shall require all of its Users to, immediately discontinue using the 2Ring Service for the terminated Subscriptions. Except as expressly set forth in this Agreement, under no circumstances will 2Ring be obligated to refund any Subscription Fees or other amounts paid to 2Ring. The following provisions of this Agreement shall survive any termination of this Agreement: Sections 1.4, 3, 4, 5 (to the extent any amounts are owed to 2Ring), 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22.

**11. Export.** The 2Ring Service and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Subscriber agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from 2Ring, or any products utilizing such data, in violation of the United States export laws or regulations. Subscriber will indemnify and hold 2Ring harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by Subscriber of its obligations under this Section.

**12. Limitation on Actions.** To the extent permitted by applicable law, any suit, claim, action or proceeding based on or related to this Agreement, its terms or conditions, including the SLA, or arising out of its performance or breach, whether in contract or tort, must be instituted by Subscriber against 2Ring within one (1) year after the occurrence of any one or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the action, proceeding or claim is based. Accordingly, Subscriber waives the benefit of any statute of limitations which specifies a period longer than one (1) year for filing an action or proceeding.

### 13. Governing Law & Dispute Resolution

**13.1** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The table set forth below specifies the law, arbitration venue, and arbitration rules that shall be applicable to this Agreement (without regard to any conflict of laws principles that would require application of the laws of another jurisdiction) based on the 2Ring entity with which Subscriber is contracting by accepting this Agreement.

Subscriber's Country of Primary Residence/ Headquarters	2Ring Contracting Entity & Address	Governing Law of the Agreement	Arbitration Venue	Arbitration Rules
North and South America, APAC	2Ring America, Inc. 3626 Fair Oaks Blvd. Suite 100 Sacramento, CA 95864, USA	State of California, United States of America	Santa Clara County, California, United States of America	JAMS Comprehensive Arbitration Rules and Procedures
Rest of the World (i.e., outside North and South America, APAC)	2 Ring, spol s.r.o. Plynarenska 5 821 09 Bratislava 2 Slovak Republic	State of California, United States of America	Santa Clara County, California, United States of America	JAMS Comprehensive Arbitration Rules and Procedures

**13.2** Before resorting to formal dispute resolution in accordance with Section 13.3, 2Ring encourages Subscriber to first contact 2Ring directly to seek a resolution by reaching out to 2Ring at [legal@2Ring.com](mailto:legal@2Ring.com) (unless it is a support issue in which case, Subscriber is encouraged to contact 2Ring's support team at [support@2Ring.com](mailto:support@2Ring.com)).



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**13.3** Except as otherwise provided in Section 13.4, Subscriber and 2Ring agree that any and all disputes or claims may arise between Subscriber and 2Ring relating in any way to this Agreement or Subscriber's use, or inability to use, the 2Ring Service, shall be resolved exclusively through final, binding and confidential arbitration ("**Agreement to Arbitrate**") at the applicable arbitration venue as set forth in the table in Section 13.1 above. The arbitration shall be conducted under the applicable rules as set forth in the table in Section 13.1 above, as such rules are then prevailing, provided that the arbitrator and the parties shall comply with the following: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator shall be binding, final, and confidential, and may be entered in any court of competent jurisdiction.

**13.4** Notwithstanding anything in this Agreement to the contrary, to the extent Subscriber has in any manner violated or threatened to violate any of 2Ring's intellectual property rights, 2Ring may seek injunctive or other appropriate relief in any state or federal court with competent jurisdiction in any country, including in the State of California, United States of America, and Subscriber consents to the personal jurisdiction and exclusive venue in such courts.

**13.5** Subscriber agrees to indemnify and hold harmless 2Ring and its Affiliates from and against any and all damages, liabilities, losses, expenses, and costs (including attorneys' fees) incurred by 2Ring, arising from, or related to, any claim or action, whether in contract, tort (including negligence), strict liability or other theory, made or brought by Subscriber or its Affiliates against any Authorized Reseller that exceeds the limitations, remedies and exclusions set forth in this Agreement, including any costs associated with tooling, calibration, development, testing, or deployment of replacement products or services.

**14. Performance.** 2Ring shall not be obligated to provide any services to Subscriber, except as specifically set forth in this Agreement. Furthermore, nothing in this Agreement obligates 2Ring to provide any services on-site at Subscriber's or its Affiliates' premises. 2Ring may utilize its Affiliates, and 2Ring's and its Affiliates' contractors (collectively, "**2Ring Personnel**"), to perform services related to this Agreement.

**15. Force Majeure.** Neither party will be liable for any failure, delay, or default in performance, if caused by (each, a "**Force Majeure Event**"): an act of war, revolution, civil unrest, hostility or sabotage; act of God or nature; epidemic or pandemic; electrical, internet, data center, or telecommunication outage that is not caused by the obligated party; government ordered restriction or cessation of activity, or any requirements of law; or other event outside the reasonable control of the obligated party. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay 2Ring for your Subscription.

**16. No Intended Third Party Beneficiaries.** This Agreement does not create or intend any third party beneficiary rights in any individual or entity that is not a party to this Agreement, except as otherwise expressly provided in this Agreement.

**17. Technology Changes.** 2Ring reserves the right to change, modify, and otherwise convert the technology used to provide the 2Ring Service and any related services.

**18. Data Security**

**18.1** 2Ring and Subscriber will comply with applicable data privacy and data security laws (collectively, "**Data Security Laws**"), including the European Union Directive 95/46/EC (the "**EU Directive**"), as each applies to the performance of such party's obligations under the Agreement. To the extent that either party is a data processor, such party shall only process personal data in accordance with the instructions of the data controller. (The terms "data processor", "data controller" and "personal data" are as defined in the EU Directive, and shall be deemed to denote analogous terms under applicable Data Security Laws.) Unless prohibited by applicable law, the data processor shall promptly notify data controller if it receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data received under this Agreement, or if its information security officer or chief technology officer becomes aware of any unauthorized disclosure, access or use, of such personal data. The data processor will provide full cooperation and assistance to the data controller as reasonably requested to comply with applicable law with respect to any such personal data.

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**18.2** For the purposes of the Agreement, 2Ring is the “data processor” or “service provider” with respect to the personal data of Subscriber and its Users received under the Agreement (collectively, “**Subscriber Data**”). 2Ring and 2Ring Personnel shall not modify, disclose, or use Subscriber Data except to provide the 2Ring Service as described in the Agreement and the Additional Policies. Unless Subscriber’s failure to comply with Section 1.4 of the Agreement prevents 2Ring from doing so, 2Ring shall maintain reasonable, appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data. 2Ring will have no obligation to maintain a system-level backup of the Subscriber Data except as may be required by applicable law.

**19. Modifications to Additional Policies and the Agreement.** Subscriber agrees that 2Ring or our Affiliates may modify this Agreement or any Additional Policy at any time by posting a revised version of the Agreement or such Additional Policy on the 2Ring Cloud Portal. The revised terms of the Agreement or Additional Policy, as applicable, will be effective upon, and deemed to be incorporated into this Agreement as of, the earlier to occur of (a) 30 days after posting or (b) if 2Ring provides a mechanism for Subscriber’s immediate acceptance of the revised terms, such as a click-through confirmation or acceptance button, Subscriber’s acceptance. By continuing to access or use the 2Ring Service after the effective date of any revisions to the Agreement or such Additional Policy, Subscriber agrees to be bound by the revised Agreement or Additional Policy, as applicable. Any other modification of this Agreement must be in writing and executed by both parties.

## **20. Notice**

**20.1** At all times Subscriber must provide 2Ring with a current email address that Subscriber wishes to be associated with Subscriber’s Account and to which 2Ring may give Subscriber any notice required by this Agreement. 2Ring may give Subscriber notice under this Agreement by: (a) sending a message to the email address associated with Subscriber’s Account; or (b) sending or posting an electronic message to Subscriber via the 2Ring Service; or (c) personal delivery or overnight courier, such as FedEx or UPS; or (d) registered or certified mail. Notices 2Ring provides by email, electronic messaging, or overnight courier will be effective on the first business day following the day 2Ring sends it. Notices via registered or certified mail will be effective on the third business day after mailing. Notices via personal delivery will be effective when received. Subscriber will be deemed to have received any email sent to the email address then associated with Subscriber’s Account when 2Ring sends the email, whether or not Subscriber actually receives the email.

**20.2** To give 2Ring notice under this Agreement, Subscriber must contact 2Ring as follows: (a) by personal delivery, overnight courier or registered or certified mail to the applicable 2Ring entity Subscriber contracted with, attention Legal, with the subject line: “2Ring Cloud Agreement”, at the address specified for such 2Ring entity in Section 13.1 above. Subscriber may also notify 2Ring by sending an email to [legal@2Ring.com](mailto:legal@2Ring.com), with the subject line: “2Ring Cloud Agreement”. 2Ring may update the email address or address for notices to 2Ring by posting a notice on the 2Ring Cloud Portal or giving Subscriber notice in accordance with Section 20.1.1 above. Notices will be effective on the second business day following their receipt by 2Ring.

**21. Miscellaneous.** Neither the rights nor the obligations arising under this Agreement are assignable by Subscriber, and any such attempted assignment or transfer shall be void and without effect. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. This Agreement, the applicable Order, and the Additional Policies, constitute the entire agreement between the parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the parties with respect to the subject matter hereof are expressly canceled. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable Order Form, but solely with respect to the Subscription purchased by Subscriber, (2) this Agreement, and (3) the Additional Policies. Any additional or different terms proposed by Subscriber in any purchase order or communication shall be deemed material, are objected to, and are hereby rejected except to extent specifically set forth in an Order or accepted in writing by an authorized representative of 2Ring. Any agreement between Subscriber and any Authorized Reseller: (a) does not modify the terms and conditions of this Agreement, the Order, or any Additional Policy, and (b) does not create obligations for, or otherwise bind, 2Ring. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including

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but not limited to.” Subscriber agrees that this Agreement will not be construed against 2Ring by virtue of having drafted them. The official text of this Agreement (and any documents incorporated by reference or attached to hereto or notice submitted hereunder) will be in English. The parties acknowledge that they require that this Agreement be drawn up in the English language only. *Les parties reconnaissent qu’elles ont exigé que la présente convention soit rédigée en langage anglaise seulement.* In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language.

**22. Questions or Additional Information.** If Subscriber has questions regarding this Agreement, please send an e-mail to [legal@2Ring.com](mailto:legal@2Ring.com), with the subject line: “2Ring Cloud Agreement”.