



End User License Agreement

Updated: March 24, 2021

IMPORTANT – PLEASE CAREFULLY READ THE TERMS OF THIS END USER LICENSE AGREEMENT (“AGREEMENT”) FOR THE ACCOMPANYING 2RING PRODUCT, WHICH INCLUDES COMPUTER SOFTWARE AND MAY INCLUDE ASSOCIATED MEDIA, PRINTED MATERIALS AND “ONLINE” OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, THE “2RING PRODUCT”). THIS IS A LEGAL AGREEMENT THAT APPLIES TO ALL 2RING PRODUCTS. THIS AGREEMENT ALSO CONTAINS AN AGREEMENT TO ARBITRATE IN SECTION 13.3 BELOW WHICH WILL REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION. BY CLICKING ON THE “I AGREE” BUTTON, (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW), (2) YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW), ON BEHALF OF THE ENTITY OR PERSON IN RESPECT OF WHOM THE LICENSE KEY FOR THE 2RING PRODUCT WAS ORDERED AND ISSUED (SUCH ENTITY OR PERSON, “END USER”), AND TO BIND END USER TO THE TERMS OF THIS AGREEMENT, AND (3) YOU AGREE THAT END USER IS ENTERING INTO THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW) WITH 2RING AMERICA, INC. OR 2 RING SPOL. S.R.O. AS APPLICABLE BASED ON THE COUNTRY IN WHICH THE END USER IS PRIMARILY RESIDENT OR HEADQUARTERED AS DESCRIBED IN SECTION 13.1 BELOW. THE 2RING ENTITY WITH WHOM END USER IS ENTERING INTO THIS AGREEMENT, AS DESCRIBED IN ‘(3)’ ABOVE, IS REFERRED TO AS “2RING.” END USER ACKNOWLEDGES THAT THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT ALONE SHALL APPLY AS BETWEEN 2RING AND END USER IRRESPECTIVE OF ANY AGREEMENT OR ARRANGEMENT END USER MAY HAVE ENTERED INTO WITH ANY RESELLER, DISTRIBUTOR, OR PROVIDER AUTHORIZED DIRECTLY OR INDIRECTLY BY 2RING (THE “AUTHORIZED RESELLER”) FROM WHOM END USER PURCHASED THE 2RING PRODUCT LICENSE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU DO NOT HAVE SUCH AUTHORITY, YOU SHOULD CLICK ON THE “CANCEL” BUTTON TO DISCONTINUE THE DOWNLOAD OR INSTALLATION OF THE 2RING PRODUCT.

1. License Grant

1.1 Production License. If End User has paid the applicable fees to purchase a 2Ring Product license or obtained the “Free Edition” 2Ring Product license (each, a “**2Ring Product Production Version**”), the license and terms of this Section shall apply. Subject to the terms and conditions of this Agreement, 2Ring grants to End User a nontransferable, non-sublicensable (except to the extent expressly permitted in this Section), nonexclusive, royalty-free, fully paid, revocable, worldwide license to permit End User’s and its Affiliates’ employees and consultants authorized by End User or its Affiliates (“**Authorized Users**”) to install, execute and use the 2Ring Product Production Versions on servers owned or operated by End User or its Affiliates, in executable object code format only, solely for End User’s and its Affiliates’ own internal business operations (“**End User Operations**”) in accordance with this Agreement, any and all usage limitations specified by 2Ring, and any and all technical limitations implemented by 2Ring in the 2Ring Product. End User shall ensure that its Affiliates comply with the terms and conditions of this Agreement to the same extent as End User and furthermore, End User agrees that any non-compliance with the terms hereof by any Affiliate of End User shall be deemed a breach of this Agreement by End User. An “**Affiliate**,” with respect to End User, shall mean any person or entity that controls, is controlled by, or is under common control with End User, where “control” means ownership of fifty percent (50%) or more of the



outstanding voting securities, but only as long as such person or entity meets these requirements.

1.2 Evaluation License. If End User has obtained any 2Ring Product on an evaluation basis ("**2Ring Product Evaluation Version**"), the license and terms of this Section shall apply. Subject to the terms and conditions of this Agreement, 2Ring grants End User a nontransferable, non-sublicensable, nonexclusive, and revocable license, solely for the Evaluation Period (as defined below), to install, execute and use the 2Ring Product Evaluation Version on servers owned or operated by End User, in executable object code format only, solely for End User's own internal evaluation purposes, by End User's employees and consultants, and subject to any and all technical limitations implemented by 2Ring in the 2Ring Product. End User acknowledges and agrees that upon the expiration of the Evaluation Period, End User shall discontinue all use of the 2Ring Product Evaluation Version unless, prior to such expiration, End User has purchased a production license (as described in Section 1.1 above) to continue using such 2Ring Product. If End User has not purchased a production license to such 2Ring Product prior to the expiration of the Evaluation Period, this Agreement will automatically terminate (that is, without the requirement of providing any termination notice to End User) and the 2Ring Product Evaluation Version may cease functioning. In addition to the restrictions set forth in Section 2, End User shall not attempt to circumvent, dismantle or otherwise interfere with any time-control disabling functionality in the 2Ring Product Evaluation Version that causes the 2Ring Product Evaluation Version to cease functioning upon the expiration of the Evaluation Period. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, END USER ACKNOWLEDGES AND AGREES THAT 2RING PRODUCT EVALUATION VERSION SOFTWARE ARE PROVIDED WITHOUT ANY WARRANTY (INCLUDING THE LIMITED WARRANTY PROVIDED IN SECTION 5 OF THIS AGREEMENT) OR ANY SERVICE (INCLUDING ANY UPDATES OR UPGRADES). Except to the extent this Section modifies this Agreement, with respect to 2Ring Product Evaluation Versions, all other provisions stand and remain unaltered. Nothing in this Section 1.2 shall apply with respect to 2Ring Product Production Versions obtained by End User. "**Evaluation Period**" means the limited period of use specified in 2Ring's email that includes the related License Key File (as defined in Section 1.4), commencing upon the download of the 2Ring Product.

1.3 MSP License. During the term of this Agreement, End User may permit End User's or its Affiliate's managed services provider ("**End User MSP**") to install, execute and use the 2Ring Product Production Versions on servers owned or operated by End User, End User's Affiliates, or End User MSP, provided that: (a) End User MSP has entered into an enforceable written agreement with End User or its Affiliate (the "**MSP Agreement**"), that requires End User MSP to comply with the terms and conditions of this Agreement, including Section 2 below, (b) End User MSP expressly agrees: (i) not to use the 2Ring Product except for End User Operations, (ii) not to merge the 2Ring Product with other software, (iii) not to distribute, sublicense, lease, rent, loan, or otherwise transfer the 2Ring Product to any third party or make the 2Ring Product available to any third party as part of any time-sharing or service bureau arrangement, and (iv) to make 2Ring a third party beneficiary of the MSP Agreement with respect to the 2Ring Product, with the right to enforce the MSP Agreement to the extent 2Ring may deem such enforcement necessary or advisable to protect its rights in or related to the 2Ring Product; and (c) End User agrees that any non-compliance by the End User MSP with the terms hereof will be deemed a breach by End User of this Agreement. End User may not, at any given time, permit more than one End User MSP from installing and using the 2Ring Product. Before transferring the 2Ring Product to any End User MSP, End User shall: (1) notify 2Ring in writing of the name and address of the End User MSP, and (2) uninstall any copies of the 2Ring Product from servers owned or operated by End User or its Affiliates, provided that End User may keep one (1) copy of the 2Ring Product solely for its backup purposes. At 2Ring's written request, End User shall require End User MSP to uninstall and return all copies of the 2Ring Product to End User. If the Authorized Reseller of End User's 2Ring Product license is also providing or will provide managed services for such 2Ring Product to End User, End User acknowledges and agrees that this Section 1.3 shall apply to, and End User shall require compliance in accordance with this Section 1.3 from,



such Authorized Reseller.

1.4 License Key File. 2Ring will issue a license key file ("**License Key File**") to the End User to activate the 2Ring Products license configured for each applicable 2Ring Product version and the number of seat licenses purchased by End User. If End User subsequently orders additional or different 2Ring Products or additional or reduced number of seat licenses (the "**New License Configuration**") than the 2Ring Product and the number of 2Ring Product seat licenses then-currently licensed by End User ("**Prior License Configuration**"), prior to making available the additional or different 2Ring Product and/or changed number of 2Ring seat licenses, 2Ring may issue End User a new License Key File for the New License Configuration purchased by End User. End User shall have fourteen (14) days to activate the License Key File for the New License Configuration from 2Ring's delivery of such License Key File to End User, upon which End User hereby agrees that the License Key File for the Prior License Configuration shall be deemed expired and End User shall no longer access or use any 2Ring Product using such expired License Key File. If End User does not activate the License Key File for the New License Configuration within the fourteen (14) day period set forth above, 2Ring may terminate the New License Configuration and related License Key File without further obligation or liability to End User except refunding, at 2Ring's option, the applicable Authorized Reseller or End User, any additional fee paid to 2Ring for the New License Configuration. So long as End User does not activate the License Key File for the New License Configuration, End User may continue to use the Prior License Configuration and related License Key File subject to the terms and condition of this Agreement.

2. Restrictions. The rights granted to End User in this Agreement are subject to the following restrictions: (a) End User shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the 2Ring Product or make the 2Ring Product available to any third party other than as expressly permitted by this Agreement; (b) End User shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the 2Ring Product; (c) End User shall not access the 2Ring Product in order to build a similar or competitive product or service; (d) except as expressly stated herein, no part of the 2Ring Product may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including electronic, mechanical, photocopying, recording or other means; and (e) any future release, update, or other addition to functionality of the 2Ring Product shall be subject to the terms of this Agreement, unless 2Ring states otherwise in a signed writing by its authorized representative. 2Ring is not obligated to provide any services (including any updates or upgrades to the 2Ring Product) for the 2Ring Product, unless separately agreed in writing between 2Ring and End User. End User shall preserve all copyright and other proprietary rights notices in the 2Ring Product and all copies thereof. End User understands and agrees that the 2Ring Product is licensed on an enterprise-wide basis to End User and its Affiliates and that the 2Ring Product license may not be unbundled and resold or transferred to any third party.

3. Third Party Software

3.1 The 2Ring Product may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are located in a text file called "legal_notices.txt" in the installation package of the 2Ring Product and are made a part of and incorporated by reference into this Agreement (these notices can also be reviewed at www.2Ring.com/LegalNotices). By accepting this Agreement, End User is also accepting such additional terms and conditions, if any, set forth therein. If End User does not agree to such additional terms and conditions, End User should not download, deploy, or use the 2Ring Product. Certain items of independent, third-party code may be included in the 2Ring Product that are subject to the GNU General Public License ("**GPL**") or other open source licenses ("**Open Source Software**"). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this Agreement limits End User's rights under, or grants End



User rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in this Agreement restricts End User's right to copy, modify, and distribute such Open Source Software that is subject to the terms of the GPL.

3.2 The 2Ring Product may integrate with third party software or services through APIs made available by the owner of such third party software or services. 2Ring makes no representations or warranties regarding the suitability of any such third party's software or services or APIs for End User's intended requirements or purposes, including for use with the 2Ring Product or End User's systems, even if such third party's software or services are offered or resold by 2Ring. Further, 2Ring makes no representations or warranties regarding the integrity of data transmitted, transferred, stored, obtained or received through any such third party's software, services, or APIs. 2Ring is not obligated to maintain or support any such third party's software, services, or APIs, or to provide End User with updates, fixes, or services related thereto. 2Ring makes no representations or warranties regarding the availability, functionality, or any changes to the features or specifications, of any such third party's software, services, or APIs. End User assumes all risk arising from the use of any such third party's software, services, or APIs, including, without limitation, the risk of damage to End User'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).

4. Ownership. All right, title, and interest, including all intellectual property rights, in and to the 2Ring Product (including any and all copies thereof) shall be owned and retained by 2Ring or its suppliers. Any rights not expressly granted by 2Ring in this Agreement are reserved. End User acknowledges that it acquires no ownership interest in the 2Ring Product. No implied licenses are granted by 2Ring.

5. Limited Warranty; Disclaimer

5.1 Limited Warranty. For a period of ninety (90) days after electronic transmission of the 2Ring Product Production Version (other than any such 2Ring Product designated as a "free edition" by 2ring (for which 2ring provides no warranty whatsoever hereunder or otherwise)) to End User (the "**Warranty Period**"), 2Ring warrants that when used as permitted under this Agreement and in accordance with the instructions in the documentation accompanying such 2Ring Product, such 2Ring Product will perform substantially in accordance with the specifications in such 2Ring documentation. 2Ring does not warrant that End User's use of such 2Ring Product will be error-free or uninterrupted, or that it will perform in every operating environment, or that every error will be corrected. At its own expense and as its sole obligation and End User's exclusive remedy for any breach of this warranty, 2Ring will: (a) at 2Ring's option, correct any reproducible errors in such nonconforming 2Ring Product so that it conforms to the foregoing warranty or replace such nonconforming 2Ring Product with 2Ring Product that conforms to the foregoing warranty; or (b) if the options in clause (a) hereof are not commercially reasonable, as determined in 2Ring's sole discretion, 2Ring will refund to, at 2Ring's option, the applicable Authorized Reseller or End User, the fees paid to 2Ring for such non-conforming 2Ring Product, in which case End User's right to use such 2Ring Product will terminate. Any error correction provided to End User will not extend the original Warranty Period. Notwithstanding anything in this Agreement to the contrary, 2Ring will have no responsibility or liability of any kind, whether for breach of warranty or otherwise arising or resulting from: (i) combination of such 2Ring Product with products, equipment, software, or data not supplied by 2Ring; (ii) any use based on unauthorized distribution or sale of such 2Ring Product; (iii) any use of such 2Ring Product other than in accordance with this Agreement; (iv) any modification of such 2Ring Product by anyone other than 2Ring or contractors authorized in writing by 2Ring; (v) any such 2Ring Product rendered defective or non-conforming, in whole or in part, due to: (1) neglect, misuse, electrical or electromagnetic stress, accident, fire or other hazard, (2) improper testing, handling, storage, transportation, operation, interconnection, or installation by anyone other than 2Ring or contractors authorized in writing by 2Ring, (3) failure to continually provide a suitable installation or



operation environment, or (4) any other cause beyond the range of normal use of such 2Ring Product; (vi) any 2Ring Product Production Version designated "Free Edition" by 2Ring or any 2Ring Product Evaluation Version software.

5.2 Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5 ABOVE, THE 2RING PRODUCT AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED TO END USER ON AN "AS-IS" BASIS. 2RING DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE 2RING PRODUCT AND ANY SERVICES PROVIDED HEREUNDER, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. 2RING DOES NOT WARRANT THAT USE OF THE 2RING PRODUCT WILL BE UNINTERRUPTED, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

6. No Support. End User agrees that 2Ring has no obligation to provide support or maintenance for the 2Ring Product under this Agreement. If End User purchases support or maintenance for the 2Ring Product, End User further agrees that the terms and conditions of the applicable standard 2Ring Support and Maintenance Policy posted at <https://www.2ring.com/legal> shall apply to the support and maintenance services provided by 2Ring, which policy may be amended from time to time by 2Ring in its sole discretion by posting the amended policy to the 2Ring website located at www.2Ring.com (the "2Ring Website"). Any software or documentation furnished by 2Ring to End User pursuant to such 2Ring Support and Maintenance Policy will be deemed to be 2Ring Product licensed hereunder; however, the warranty in Section 5.1 above shall not apply to such software or documentation.

7. Limitation of Remedies and Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER 2RING NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO 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 HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID TO 2RING FOR THE SPECIFIC 2RING PRODUCT THAT GAVE RISE TO THE LIABILITY IN THE PRECEDING TWELVE (12) MONTHS. END USER HAS NO EXPECTATION OF RECEIVING ANY SERVICES FOR THE 2RING PRODUCT FROM 2RING'S AFFILIATES, SUPPLIERS, OR AUTHORIZED RESELLERS. 2RING'S AFFILIATES, SUPPLIERS, AND AUTHORIZED RESELLERS, SHALL HAVE NO LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT.

8. Application of Limitations and Disclaimers to Consumers. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages with respect to consumers (i.e., a person acquiring goods otherwise than in the course of a business), so the exclusions set forth in Sections 5.2 and 7 above may not apply to End User if End User is a consumer. The limitations or exclusions of warranties and liability contained in this Agreement do not affect or prejudice the statutory rights of a consumer. The limitations or exclusions of warranties and remedies contained in this Agreement shall apply to consumer End Users only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where such End User is located.

9. 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 End User. 2Ring would not be able to provide the 2Ring Product on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of 2Ring's suppliers.



10. Publicity. 2Ring may refer generally to the existence of this Agreement and use the End User'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 End User.

11. Term and Termination. This Agreement and the licenses granted hereunder are effective on the date End User downloads or uses the 2Ring Product and shall continue unless and until this Agreement is terminated by pursuant to this section or as elsewhere provided in this Agreement. 2Ring may terminate this Agreement immediately upon written notice to End User if End User materially breaches any of the terms hereof. End User may terminate this Agreement at any time, with or without cause. End User may terminate this Agreement by sending either an email to legal@2Ring.com with End User's name and the subject "Termination of End User License Agreement" along with an identification of the 2Ring Product (e.g., by providing the 2Ring Product name and license key number) 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 Website. Upon termination, the license granted hereunder shall terminate and End User shall immediately destroy any copies of the 2Ring Product in its and in all of its Affiliates' and Authorized Users' possession. The following provisions of this Agreement shall survive any termination of this Agreement: Sections 2, 3, 4, 5.2, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16 and 17.

12. Export. The 2Ring Product and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. End User 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. End User 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 End User of its obligations under this section.

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 End User is contracting by accepting this Agreement.

End User'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
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13.2 Before resorting to formal dispute resolution in accordance with Section 13.3, 2Ring encourages End User to first contact 2Ring directly to seek a resolution by reaching out to Customer Support at support@2Ring.com.

13.3 Except as otherwise provided in Section 13.4, End User and 2Ring agree that any and all disputes or claims may arise between End User and 2Ring relating in any way to this Agreement or End User's use, or inability to use, the 2Ring Product, 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 End User 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 End User consents to the personal jurisdiction and exclusive venue in such courts.

13.5 End user 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 End User 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 product.

14. Audit Rights. During the term of this Agreement and for one (1) year thereafter, 2Ring or its designated agent may inspect and audit End User's and its Affiliates', and each of their respective Authorized Users' and any MSP Provider's use of the 2Ring Product and End User's and its Affiliates' and any MSP Provider's facilities, systems, and records to verify End User's and its Affiliates' and MSP Provider's compliance with this Agreement. Any such inspection and audit conducted on site at End User's or its Affiliates' or any MSP Provider's premises will take place only during normal business hours and upon no less than ten (10) days prior written notice to End User. 2Ring will give End User written notice of any non-compliance, including the number of underreported units of the 2Ring Product, and End User will have fifteen (15) days from the date of such notice to make payment to 2Ring for the applicable license units of the 2Ring Product. If the shortfall in the amount payable by End User exceeds five percent (5%) of the total amount contemplated by this Agreement, End User will also pay 2Ring for the cost of such inspection and audit. End User will promptly pay 2Ring for any amounts shown by such audit to be due and owing to 2Ring plus interest at 1.5% per month, or the



maximum amount permitted by applicable law, whichever is lower, from the due date (based on the first use of such additional license units) until paid.

15. Taxes. Any fees paid to 2Ring for the 2Ring Product 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"). End User is responsible for paying all Taxes associated with the delivery, license, or use of the 2Ring Product. For clarity, 2Ring is solely responsible for taxes assessable against 2Ring based on 2Ring's income, property, and employees.

16. Miscellaneous. Neither the rights nor the obligations arising under this Agreement are assignable by End User, 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. Any notice to End User may be provided by email. This Agreement, and any separate confidentiality agreement signed by End User and 2Ring effective at the time of entering into this Agreement, constitutes 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. Except as otherwise expressly provided in this Agreement, any modifications of this Agreement must be in writing and agreed to by both parties. 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 but not limited to." End User agrees that this Agreement will not be construed against 2Ring by virtue of having drafted them. The official text of this Agreement (and any Exhibit hereof 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 langue 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. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, telecommunications or Internet failure, or any other event beyond the reasonable control of such party.

17. Questions or Additional Information. If End User has questions regarding this Agreement, please send an e-mail to legal@2Ring.com.