

# 2RING SALES TERMS

Updated February 9, 2023

THESE 2RING SALES TERMS (THESE “TERMS”) CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE APPLICABLE 2RING ENTITY SPECIFIED IN SECTION 8(a) BELOW (“2RING”, “US” OR “OUR”) AND THE END USER CUSTOMER (“CUSTOMER”) NAMED ON THE APPLICABLE ORDER PURCHASING 2RING PRODUCTS OR 2RING SERVICES, AS DEFINED BELOW. IF ANY RESELLER, DISTRIBUTOR, AGENT OR ANY OTHER PERSON (IN EACH CASE, A “RESELLER”) PLACES AN ORDER, DIRECTLY OR INDIRECTLY, FOR 2RING PRODUCTS OR 2RING SERVICES FOR ANY CUSTOMER, UNLESS THE RESELLER HAS ENTERED INTO A WRITTEN AGREEMENT WITH 2RING EXECUTED BY 2RING AND RESELLER (A “RESELLER AGREEMENT”) OR HAS BEEN SPECIFICALLY APPROVED IN WRITING BY 2RING AS A SUBDISTRIBUTOR PURSUANT TO A RESELLER AGREEMENT WITH THE APPLICABLE RESELLER, RESELLER ACKNOWLEDGES AND AGREES THAT THESE TERMS ALONE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN 2RING AND RESELLER, WITH RESPECT TO THE 2RING PRODUCTS AND 2RING SERVICES ORDERED. 2RING WILL NOT BE BOUND BY ANY TERMS OR CONDITIONS THAT ARE IN ADDITION TO OR INCONSISTENT WITH THE TERMS HEREIN, UNLESS ACCEPTED IN A SIGNED WRITING BY AN AUTHORIZED REPRESENTATIVE OF 2RING. THE TERM “PURCHASER”, AS USED HEREIN, REFERS TO CUSTOMER AND RESELLER. THESE TERMS ALSO CONTAIN AN AGREEMENT TO ARBITRATE IN SECTION 8(c) BELOW WHICH WILL REQUIRE PURCHASER TO SUBMIT CLAIMS PURCHASER HAS AGAINST US TO BINDING AND FINAL ARBITRATION. PURCHASER’S ASSENT TO THESE TERMS SHALL BE CONCLUSIVELY PRESUMED FROM RESELLER’S OR CUSTOMER’S ACCEPTANCE OF ALL OR ANY PART OF THE 2RING PRODUCTS OR 2RING SERVICES OR FROM PAYMENT BY RESELLER OR CUSTOMER FOR ALL OR ANY PART OF THE 2RING PRODUCTS OR 2RING SERVICES. IF PURCHASER DOES NOT AGREE TO ALL OF THESE TERMS, PURCHASER SHOULD NOT PURCHASE OR USE THE 2RING PRODUCTS OR 2RING SERVICES.

**1. General:** These Terms apply to all quotations, orders, and acknowledgments relating to: (a) 2Ring products that will be “self-hosted” by the Customer or its contractors along with related documentation (collectively, the “2Ring Licensed Products”), (b) 2Ring products that will be hosted by 2Ring or its affiliates for Customers (the “2Ring Cloud Products”, and together with the 2Ring Licensed Products, the “2Ring Products”), and (c) professional services provided by 2Ring or its affiliates for the 2Ring Products (the “2Ring Services”). 2RING’S ACCEPTANCE, DELIVERY, OR PERFORMANCE OF ANY ORDER, WHETHER SUBMITTED DIRECTLY OR INDIRECTLY, IS MADE ONLY ON THE EXPRESS CONDITION THAT THESE TERMS ALONE SHALL GOVERN. 2RING’S FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY COMMUNICATION FROM RESELLER OR CUSTOMER WILL NOT BE DEEMED A WAIVER OF ANY PROVISION HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY RESELLER OR CUSTOMER ARE HEREBY DEEMED MATERIAL, ARE OBJECTED TO, AND ARE REJECTED BY 2RING UNLESS SPECIFICALLY ACCEPTED IN A SIGNED WRITING BETWEEN 2RING.

**2. Taxes, Payment:** All prices on orders placed directly with 2Ring are exclusive of all withholding, excise, sales, use and similar taxes, fees, or charges in each case imposed now or in the future by any governmental authority on the transactions or amounts payable hereunder (collectively, “Taxes”). Customer or Reseller, as the case may be, shall make payment on such orders without reduction for any such Taxes (including withholding taxes) or, if 2Ring is required to pay any such Taxes, Purchaser agrees to reimburse 2Ring for all such Taxes at the time of sale or promptly thereafter. Terms of payment are net thirty (30) days from date of invoice and payment will be made in U.S. dollars on such orders unless otherwise specified in 2Ring’s invoice. Unless otherwise

agreed in writing by 2Ring, all payments are non-refundable and non-cancellable to the maximum extent permitted by applicable law. 2Ring has the right to charge interest on late payments on its invoices at the rate of 1.5% per month, or the maximum amount allowed by law, if lower, from the due date until paid. If Purchaser's financial condition changes or Purchaser's payment history makes it advisable, 2Ring may at any time change payment terms, including, without limitation, requiring payment prior to delivery. If any proceeding is brought by or against Purchaser under bankruptcy or insolvency laws, 2Ring has the right to cancel any outstanding orders.

**3. Cancellation and Rescheduling:** An order may not be rescheduled or cancelled by Purchaser within thirty (30) days prior to the delivery date confirmed by 2Ring. Purchaser may reschedule or cancel any order prior to such thirty (30) day period, subject to the payment by Purchaser to 2Ring of 2Ring's then-current rescheduling or cancellation charges. If Purchaser cancels any order, Purchaser will have no rights to receive any ordered 2Ring Products or 2Ring Services.

**4. Delivery; Risk of Loss; Acceptance:** All 2Ring Products and 2Ring Services will be deemed accepted upon delivery (or activation, in the case of 2Ring Cloud Products) and Purchaser waives any right of revocation. With respect to 2Ring Licensed Products, all sales are made Ex Works (Incoterms 2000) 2 Ring, spol. s r.o.'s ("2 Ring Spol") plant or shipping point designated by 2Ring. 2Ring Licensed Products will be delivered by posting them on 2 Ring Spol's server located outside the U.S. ("2Ring Server") and emailing the access information to Customer ("Access Email"). Customer will have fourteen (14) days from receipt of the Access Email to download the 2Ring Licensed Products from the 2Ring Server ("Electronic Transmission"). Risk of loss to 2Ring Licensed Products shall pass to Customer upon Electronic Transmission of the 2Ring Licensed Product. Purchaser will be responsible and will reimburse 2Ring for any shipping or other charges incurred by 2Ring, including, as applicable, transportation charges and all Taxes, duties, and any other governmental assessments applicable to any shipment or Electronic Transmission of the 2Ring Licensed Product, and Purchaser shall be responsible to provide insurance against loss or damage. In the event of any default by Purchaser, 2Ring may decline to make further delivery or provision of 2Ring Licensed Products or 2Ring Services without in any way affecting 2Ring's rights under these Terms. Notwithstanding anything contained in these Terms, Purchaser acknowledges and agrees that all delivery and performance dates and times, including the number of hours for performance, are estimates only.

## **5. Proprietary Rights:**

**a.** 2Ring and its affiliates and suppliers retain ownership of all patents and other intellectual property rights in and to: (i) the 2Ring Products and underlying technology (including, without limitation, the object and source code therein) and related documentation, and (ii) any and all tools, materials, know-how and other intellectual property used to provide the 2Ring Services. Any deliverables provided by 2Ring pursuant to the 2Ring Services are owned by 2Ring and are licensed or made available to Customer on the same terms as the 2Ring Product purchased by or for Customer namely, the 2Ring Licensed Product Agreement or 2Ring Cloud Agreement, as applicable, as defined below.

**b.** Customer's use of 2Ring Licensed Products will be subject to the terms of the 2Ring license agreement or 2Ring subscription agreement accompanying the applicable 2Ring Licensed Product, the terms for which are available at <https://www.2Ring.com/Legal>, or such other similar agreement agreed in a signed writing by Customer and an authorized representative of 2Ring (each such 2Ring license agreement, 2Ring subscription agreement, or other similar agreement for the 2Ring Licensed Product, as applicable, the "2Ring Licensed Product Agreement"). Customer's use of 2Ring Cloud Products will be subject to the terms of the 2Ring Cloud agreement Customer accepts, the terms for which are available at <https://www.2Ring.com/LegalCloud>, or such other similar agreement agreed in a signed writing by Customer and an authorized representative of 2Ring (each such 2Ring Cloud

agreement or other similar agreement for the 2Ring Cloud Product, as applicable, the “2Ring Cloud Agreement”). In the event of any conflict, ambiguity, or inconsistency between these Terms and the applicable 2Ring Licensed Product Agreement or 2Ring Cloud Agreement, as applicable, the terms of the 2Ring Licensed Product Agreement or 2Ring Cloud Agreement, as applicable, shall govern but solely with respect to the subject matter thereof.

**c.** No rights are granted to Reseller, either expressly or by implication, to use or support any 2Ring Products. Reseller acknowledges and agrees that 2Ring shall have no obligation to provide Reseller any pre-sales or post-sales support or other services for any 2Ring Products or 2Ring Services unless 2Ring and Reseller have entered into a Reseller Agreement. If Reseller provides hosting or managed services for any Customer for any 2Ring Licensed Product, Reseller acknowledges and agrees that Reseller’s use of such 2Ring Product shall be: (i) in Reseller’s role as the applicable Customer’s contractor or managed services provider, (ii) for the sole benefit of that Customer as permitted in the applicable 2Ring Licensed Product Agreement, and (iii) in compliance with the terms of such 2Ring Licensed Product Agreement and these Terms. Reseller shall not, and shall not permit any third party to: (i) modify, adapt, alter, translate, or create derivative works from any such 2Ring Product, (ii) merge such 2Ring Product with other software, or (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for any such 2Ring Product. Reseller will, at its own expense, indemnify 2Ring and its affiliates, and each of their respective directors, employees, and agents, from and against any and all claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) resulting from or relating to: (a) Reseller’s breach of these Terms or violation of 2Ring’s intellectual property rights, (b) any actions or omissions of Reseller in the marketing, sale, distribution, hosting, or use of 2Ring Products or 2Ring Services, or (c) any representations, warranties, guarantees, or other written or oral statements made by or on behalf of Reseller (including by Reseller’s employees or agents).

**d.** Nothing in these Terms shall be construed to mean a “sale” of any intellectual property rights in or to any 2Ring Product other than a sale of a license or limited permission to use such 2Ring Product as expressly permitted in these Terms and the 2Ring Licensed Product Agreement or 2Ring Cloud Agreement, as applicable.

**6. Data:** Purchaser acknowledges and agrees that 2Ring’s privacy policy available at <https://www.2Ring.com/Privacy> (the “2Ring Privacy Policy”) governs our use of the personal data of our Purchaser and users of the 2Ring Products and 2Ring Services. Purchaser consents to our processing of personal data in accordance with the 2Ring Privacy Policy.

**7. Assignment:** Reseller or Customer, as applicable, shall not assign or transfer these Terms or any rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of 2Ring. Any assignment in violation hereof shall be void.

## **8. Governing Law & Dispute Resolution:**

**a.** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms. The table set forth below specifies, based on the country in which the Customer is primarily resident or headquartered (or in the case of the Reseller, based on the country in which the Reseller entity identified in the Order has its registered office), the 2Ring entity with which Customer (or Reseller, as applicable) is contracting and the applicable law, arbitration venue, and arbitration rules that shall be applicable to these Terms (without regard to any conflict of laws principles that would require application of the laws of another jurisdiction).

<b>Customer's Country of Primary Residence/ Headquarters (or, in the case of Reseller, the Country in which Reseller's Registered Office is Located)</b>	<b>2Ring Contracting Entity &amp; Address</b>	<b>Governing Law of the Agreement</b>	<b>Arbitration Venue</b>	<b>Arbitration Rules</b>
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

**b.** Before resorting to formal dispute resolution in accordance with Section 8(c), 2Ring encourages Purchaser to first contact 2Ring directly to seek a resolution by reaching out to Customer Support at [support@2Ring.com](mailto:support@2Ring.com).

**c.** Except as otherwise provided in Section 8(d), Purchaser and 2Ring agree that any and all disputes or claims that may arise between Reseller or Customer and 2Ring relating in any way to these Terms, the 2Ring Services, or 2Ring Products, 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 8(a) above. The arbitration shall be conducted under the applicable rules as set forth in the table in Section 8(a) above, as such rules are then prevailing, provided that the arbitrator and the parties shall comply with the following: (i) 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; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) 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.

**d.** Notwithstanding anything in these Terms to the contrary, to the extent Reseller or Customer 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 Purchaser consents to the personal jurisdiction and exclusive venue in such courts.

**9. Limited Warranty:** 2Ring warrants solely to Customer that the Services shall be performed in a professional and workmanlike manner ("2Ring Services Limited Warranty"). Customer's sole and exclusive remedy and 2Ring's entire liability for a breach of the 2Ring Services Limited Warranty will be for 2Ring to use commercially reasonable efforts to re-perform the nonconforming 2Ring Services; provided that Customer notifies 2Ring in writing of the nonconformity within thirty (30) days

of the performance of such 2Ring Services along with a description of the nature of the nonconformity. Any such re-performance will not extend the 2Ring Services Limited Warranty. Notwithstanding the foregoing, 2Ring shall have no liability or obligation for any services provided by anyone who is not authorized in writing by 2Ring to provide the 2Ring Services. 2Ring Products and related documentation are only subject to the warranty (if any) in the 2Ring Licensed Product Agreement or 2Ring Cloud Agreement, as applicable. EXCEPT FOR THE EXPRESS WARRANTY STATED IN THIS SECTION 9 AND ANY EXPRESS WARRANTY STATED IN THE 2RING LICENSED PRODUCT AGREEMENT OR 2RING CLOUD AGREEMENT, AS APPLICABLE, ALL 2RING SERVICES, 2RING PRODUCTS, AND DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. 2RING EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, INTEGRATION, COURSE OF CONDUCT, AND COURSE OF DEALING. PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS RELIED ON NO WARRANTIES NOT EXPRESSLY SET FORTH OR EXPRESSLY REFERENCED IN THIS SECTION 9.

**10. Limitation of Liability:** 2RING SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, PRODUCTS, OR DELIVERABLES, NOR FOR ANY LOSS OF BUSINESS, LOSS OF USE OR OF LOSS OF DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR LOST GOODWILL, OR FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE 2RING SERVICES, DELIVERABLES, OR 2RING PRODUCTS, OR THESE TERMS, EVEN IF 2RING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. 2RING'S TOTAL LIABILITY TO CUSTOMER AND RESELLER, ON AN AGGREGATE BASIS, ARISING FROM OR RELATED TO ANY ORDER AND THESE TERMS SHALL IN NO EVENT EXCEED, WITH RESPECT TO: (A) THE 2RING SERVICES, THE PRICE PAID TO 2RING FOR SUCH 2RING SERVICES UNDER THE APPLICABLE ORDER, OR (B) ANY 2RING PRODUCT, AS SET FORTH IN THE 2RING LICENSED PRODUCT AGREEMENT OR 2RING CLOUD AGREEMENT, AS APPLICABLE. PURCHASER ACKNOWLEDGES AND AGREES THAT 2RING'S AFFILIATES AND SUPPLIERS SHALL NOT HAVE ANY LIABILITY UNDER THESE TERMS.

**11. Export Control:** 2Ring Products, deliverables, technical data and/ or information provided by 2Ring hereunder may be subject to U.S. export control laws and regulations, and may be subject to export or import regulations in other countries. Purchaser agrees to comply strictly with all such laws and regulations and obtain all required licenses to export, re-export, or import the 2Ring Products, deliverables, technical data and information provided hereunder.

**12. Force Majeure:** 2Ring will not be liable for any failure, delay, or default in performance, if caused by: 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 2Ring; government ordered restriction or cessation of activity, or any requirements of law; or other event outside the reasonable control of 2Ring.

**13. Entire Agreement:** These Terms, together with any 2Ring Licensed Product Agreement or 2Ring Cloud Agreement, as applicable, constitutes the entire agreement with respect to any order for 2Ring Products or 2Ring Services, and supersedes all previous communications, course of dealing representations and agreements, whether oral or written, between Reseller or Customer and 2Ring with respect to the subject matter hereof, provided, however, that as between Reseller and 2Ring, the applicable Reseller Agreement, if any, shall control over any different or inconsistent terms in these Terms. These Terms may not be modified, supplemented, qualified, or interpreted except in writing signed by an authorized representative of 2Ring. The failure by 2Ring to enforce at any time any of the provisions in these Terms will in no way be construed as a waiver of such

provisions. If any provision of these Terms is unenforceable as written, the remainder of these Terms will remain in effect and the unenforceable provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in connection with the construction or interpretation of these Terms. The term "including" means "including without limitation".