AI ASSISTANT TERMS OF USE

IMPORTANT: AI ASSISTANT AND ITS ASSOCIATED SOFTWARE TOOLS, AI FEATURES AND SERVICES (COLLECTIVELY, "AI ASSISTANT") IS MADE AVAILABLE FOR USE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS (THESE "TERMS"). AI ASSISTANT MAY ONLY BE USED WITH A VALID SUBSCRIPTION TO THE 2RING CLOUD SERVICE ("2RING CLOUD"). AI ASSISTANT IS AN OPTIONAL FEATURE THAT THE SUBSCRIBER MAY, AT ANY TIME, OPT OUT BY SUBMITTING A REQUEST TO HTTPS://WWW.2RING.COM/SUPPORT WITH THE SUBJECT LINE "AI ASSISTANT OPT-OUT REQUEST".

BY USING AI ASSISTANT YOU ARE AGREEING ON BEHALF OF THE SUBSCRIBER TO BE LEGALLY BOUND BY THESE TERMS AND YOUR USE AND ANY USER'S USE OF AI ASSISTANT SHALL CONSTITUTE THE SUBSCRIBER'S USE OF AI ASSISTANT UNDER THESE TERMS.

EXCEPT TO THE EXTENT OTHERWISE SPECIFIED HEREIN, THESE TERMS INCORPORATE THE TERMS AND CONDITIONS OF THE 2RING CLOUD AGREEMENT PURSUANT TO WHICH YOU ARE USING 2RING CLOUD (THE "2RING CLOUD AGREEMENT"). CAPITALIZED TERMS USED IN THESE TERMS BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING GIVEN TO SUCH TERM IN THE 2RING CLOUD AGREEMENT. THESE TERMS CONSTITUTE AN "ADDITIONAL POLICY" AS SUCH TERM IS USED IN THE 2RING CLOUD AGREEMENT.

1. Scope. Al Assistant is a search tool and service for querying certain documentation, materials, and content comprised in 2Ring's databases (collectively, "2Ring Content"). When Subscriber uses Al Assistant, Subscriber may be asked to input or upload content (collectively, "Input"). The Input will be used by Al Assistant to generate an output, such as text (including specifications, code, configurations, and other parameters), documents, images, audio files, video files, and other content (collectively, "Output"). Subscriber may use the Input with, and use the Output generated by, Al Assistant, only in accordance with these Terms. 2Ring reserves the right to throttle, limit, disable, suspend, or terminate Subscriber's right to use or access Al Assistant, 2Ring Content or the Output at any time in 2Ring's sole discretion with or without prior notice.

2. Input

- a. As between Subscriber and 2Ring, except for any 2Ring Content included in any Input, Subscriber shall be responsible for all other content in the Input (such content collectively, "Subscriber Input"). Except to the extent otherwise specified herein, the terms and conditions applicable to Subscriber Content in the 2Ring Cloud Agreement shall also apply to Subscriber Input. Subscriber acknowledges that nothing hereunder or in the 2Ring Cloud Agreement shall restrict 2Ring's use of input or content provided by other subscribers that is the same as or similar to Subscriber Input.
- b. 2Ring uses Google, Inc.'s ("Google") Gemini API services in connection with AI Assistant to produce the Output. Without limiting any licenses granted to 2Ring in these Terms or the 2Ring Cloud Agreement, Subscriber acknowledges and agrees that 2Ring may provide Subscriber Input to Google in order to deliver the Output and AI Assistant services hereunder. Subscriber acknowledges that Google's Gemini API services will use Input as described for the Paid Services version at https://ai.google.dev/gemini-api/terms.
- c. Subscriber agrees that 2Ring and its service providers may use Subscriber Input to provide the Output and to improve and develop 2Ring's products, services and technologies, including machine learning technologies, without any obligation or restriction whatsoever. SUBSCRIBER INPUT IS PROVIDED TO 2RING AND ITS SERVICE PROVIDERS STRICTLY ON A NON-CONFIDENTIAL BASIS. SUBSCRIBER AGREES NOT TO INCLUDE ANY SENSITIVE, CONFIDENTIAL, OR PERSONAL INFORMATION OR DATA IN SUBSCRIBER INPUT.

- 3. Output. Al Assistant uses artificial intelligence algorithms, language models and machine learning, to search, select, summarize and deliver content included in the Output. Al Assistant has not been designed for any specific use case, or to eliminate any bias, inaccuracies or incompleteness of any information or data on which it has been trained on. Subscriber is solely responsible for all use of the Output and evaluating the Output for accuracy, completeness, appropriateness, and lawfulness for Subscriber's use case, including by utilizing human and professional review to review the source information as appropriate.
- 4. <u>2Ring Proprietary Rights</u>. As between Subscriber and 2Ring, 2Ring exclusively owns all intellectual property rights in and to Al Assistant, 2Ring Content, and the Output (excluding any Subscriber Input included therein). Subject to these Terms, Subscriber and its Users may use Al Assistant, 2Ring Content and all or any portion of the Output, solely for Subscriber's and its Affiliates' internal purposes in connection with their use of 2Ring Cloud. No other use or license is implied or granted by 2Ring in these Terms.
- 5. <u>Disclaimer</u>. AI ASSISTANT, 2RING CONTENT, AND ALL OUTPUT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. 2RING DOES NOT WARRANT THAT AI ASSISTANT WILL OPERATE WITH 2RING CLOUD OR THAT ANY SUCH OPERATION WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY ERRORS IN AI ASSISTANT, 2RING CONTENT, OR ANY OUTPUT WILL BE CORRECTED. 2RING DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, ACCURACY, COMPLETENESS, OR INTEGRATION. 2RING SHALL HAVE NO OBLIGATION TO SUPPORT, MAINTAIN OR CONTINUE AI ASSISTANT, OR TO PROVIDE AI ASSISTANT IN ALL REGIONS, OR TO STORE OR BACK-UP ANY INPUT OR OUTPUT.

6. Limitation of Liability

- a. IN NO EVENT WILL 2RING OR ITS AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING FROM OR RELATED TO SUBSCRIBER'S OR ITS USERS' USE, OR INABILITY TO USE AI ASSISTANT, 2RING CONTENT OR OUTPUT WHETHER IT BE DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF USE, LOSS OF BUSINESS OR PROFITS, LOSS OF GOODWILL, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT (FORESEEABLE OR OTHERWISE), AND ON ANY THEORY OF LIABILITY. USE OF AI ASSISTANT, 2RING CONTENT AND OUTPUT, ARE AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S OR ITS AFFILIATES' BUSINESS (INCLUDING FROM RELIANCE ON ANY OUTPUT), COMPUTER SYSTEMS OR LOSS OF DATA RESULTING THEREFROM.
- b. IN THE EVENT THAT SUBSCRIBER HAS ANY BASIS TO RECOVER DAMAGES IN ANY CIRCUMSTANCE ARISING FROM OR RELATED TO AI ASSISTANT, 2RING CONTENT, OUTPUT, OR THESE TERMS, SUBSCRIBER AGREES THAT 2RING'S MAXIMUM LIABILITY TO SUBSCRIBER, WILL NOT EXCEED IN THE AGGREGATE ONE HUNDRED U.S. DOLLARS (USD 100). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT INCREASE SUCH LIMITATION OF LIABILITY.
- c. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

7. <u>Miscellaneous</u>. Sections 2, 3, 4, 5, 6, and 7 shall survive any termination of access to Al Assistant or the termination or expiration of the 2Ring Cloud Agreement. These Terms, and the 2Ring Cloud Agreement (together with any Additional Policies), are the entire agreement between Subscriber and 2Ring regarding the subject matter hereof, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among these Terms and the 2Ring Cloud Agreement, these Terms shall control but solely with respect to the subject matter hereof.