End User Terms

Digital Island

RINGCENTRAL

This document provides details of the RingCentral End User Terms for UCaaS, and the End User Terms for RingCX (together, the "RingCentral End User Terms").

1 RINGCENTRAL END USER TERMS FOR UCAAS

RINGCENTRAL AUSTRALIA PTY LTD ("**RINGCENTRAL**") IS THE PROVIDER OF THE UCAAS SERVICES. THIS END USER LICENSE AGREEMENT("**AGREEMENT**") GOVERNS THE USE OF THE UCAAS SERVICES, AND ANY HARDWARE, PROPRIETARY SOFTWARE AND THIRD-PARTY PROPRIETARY SOFTWARE LICENSED THROUGH RINGCENTRAL. READ THIS AGREEMENT CAREFULLY, IN ITS ENTIRETY, BEFORE INSTALLING, DOWNLOADING OR USING THE SOFTWARE. BY INSTALLING, DOWNLOADING OR USING THE SOFTWARE, OR AUTHORIZING OTHERS TO DO SO, YOU, ON BEHALF OF YOURSELF AND THE ENTITY FOR WHOM YOU ARE DOING SO (HEREINAFTER REFERRED TO INTERCHANGEABLY AS "CUSTOMER" OR "YOU"), AGREE TO THIS AGREEMENT AND CREATE A BINDING CONTRACT BETWEEN YOU AND RINGCENTRAL, INC. OR THE APPLICABLE RINGCENTRAL AFFILIATE. IF YOU ARE ACCEPTING THESE SOFTWARE LICENSE TERMS ON BEHALF OF A COMPANYOR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT WISH TO BEBOUND BY THIS AGREEMENT, PLEASE DO NOT USETHE SOFTWARE OR THE SERVICES.

1. DEFINITIONS

A. "**Acceptable Use Policy**" means RingCentral's Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html.
B. "**Account**" means the account established for the UCaaS Services and associated with a Customer.
C. "**Affiliate**" means, with respect to a subject entity, any other entity controlling, controlled by, or under common control with such subject entity.
D. "**Customer Content**" means the content of calls, facsimiles, SMS messages, instant messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.
E. "**End User**" means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer's employees, consultants, clients, external users, invitees, contractors and agents.
F. "**Intellectual Property Rights**" means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and "moral" rights; (c) the protection of trade and industrial secrets and confidential information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).
G. "**Law**" means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing federal, state, provincial, local or other governmental body with jurisdiction over the Services, whether foreign or domestic.
H. "**Partner**" means the authorized reseller of the Services.
I. "**Party**" means Customer or RingCentral.
J. "**Product**" means the products provided by RingCentral as listed in the order form executed between RingCentral and Partner.
K. "**PSTN**" means the public switched telephone network.
L. "**RingCentral Network**" means the network and supporting facilities between and among the RingCentral points of presence, up to and including the interconnection point between RingCentral's network and facilities, and the public Internet, private IP networks, and the PSTN. The RingCentral Network does not include the public Internet, a Customer 's own private network, or the PSTN.
M. "**Services**" means the services provided by RingCentral as listed in the order form executed between RingCentral and Partner, including without limitation any applicable UCaaS Services.
N. "**Software**" has the meaning set forth in Section 4.A.i.
O. "**Supplier**" means the supplier, licensor, publisher, manufacturer or other third-party provider of Products.
P. "**UCaaS Services**" means the cloud-based unified communications as a service provided by RingCentral.

2. LIMITATIONS TO THE USE OF THE SERVICES

A. A Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. A Customer may not use, or permit the use of the Services, to interfere with the use of RingCentral's service by others or with the operation of the RingCentral Network. A Customer may not resell the Services. A Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section 2 will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will (or through the Partner) provide notice to a Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to a Customer. RingCentral may restrict the availability of the Services in any particular location or modify or discontinue features to comply with applicable laws and regulations. If You use the Services in a location with local laws requiring a designated entity to be responsible for personal data processing, including collection and transfer, You acknowledge that You are the entity responsible for complying with such laws.

B. The Services must be used in accordance with the Acceptable Use Policy. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in a Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network, *provided* such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If a Customer anticipates legitimate but unusual activity on its Account, a Customer should contact Partner's customer support in advance to avoid any Service disruption.

3. TERMINATION.

RingCentral may terminate this Agreement by giving written notice to the Customer (i) if the Customer breaches any term of this Agreement or (ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services.

4. INTELLECTUAL PROPERTY

A. Limited License

i. Subject to, and conditioned upon Customer's compliance with the terms of this Agreement, RingCentral grants to Customer and its End User a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("**Software**") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services. The foregoing license will expire upon the earlier of the termination of this Agreement and the termination of the applicable order under which Customer purchased the Services from RingCentral's Partner.

ii. Customer will not, and will not allow its End Users, to (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, or disassemble the Software or Products, or otherwise attempt to derive the source code for the Software or extract any components from the Software; (d) use the Software or Products for infringement analysis, competitive analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. Intellectual Property Rights

i. **RingCentral's Rights**. Except as expressly provided in this Agreement, the limited license granted to Customer under Section 4.A (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services, Products, any related materials, or in any Intellectual Property, and no Intellectual Property Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral, its Affiliates, and their respective Suppliers. The Software and Services may comprise or incorporate services, software, technology or products developed or provided by third parties, including open source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party Intellectual Property rights. Customer acknowledges that Services and Products contain the Intellectual Property of RingCentral, its Affiliates, or their respective Suppliers. Customer will not remove, alter or destroy any form of copyright notice, proprietary markings, serial numbers, or confidential legends placed upon or contained within any Services or Products. Nothing contained herein shall be construed as authorizing or granting to Customer any right or license to use any logo, trademark or trade name of RingCentral, its Affiliates, or any of their respective Suppliers.

ii. **Customer Rights**. As between RingCentral and Customer, Customer retains title to all Intellectual Property Rights that are owned by the Customer or its Suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a worldwide, perpetual, personal, non-exclusive, fully paid-up, royalty-free, license to use and reproduce Customer Content. Customer must provide (and is solely responsible for providing) all required notices and

obtaining all licenses, consents, authorizations or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content.

C. Use of Marks. Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

D. Software Changes. RingCentral may from time to time push software updates and patches directly to Customer's computers, tablets, mobile phones, or other devices for installation, and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of Software and third-party Software that may be made available by RingCentral. RingCentral will not be liable for inoperability, failure, or deficiency of the Services due to Customer's failure to timely implement the required changes.

5. DISCLAIMER OF WARRANTIES.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUIET ENJOYMENT, UP-TIME, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTIES AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

6. ARTIFICIAL INTELLIGENCE

A. Outputs or results produced using AI are for informational purposes only and may not be fully accurate. Customers should evaluate their use cases and the accuracy of outputs, including by using human review of the output, in light of any Law, regulation, or guideline as may be appropriate. RingCentral will have no responsibility or liability for any cost, damages, liabilities or fines resulting from (i) Customer's use of inaccurate AI outputs, (ii) Customer's misuse of AI outputs, or (iii) Customer's use of AI in violation of applicable Laws or regulations.

B. Customer and it's End Users should not solely or as a substantial factor rely on these outcomes or metrics to make decisions concerning education enrolment or opportunity, employment, financial or lending service, creditworthiness, essential government service, healthcare service, housing, insurability, or legal service.

C. Required Consent.

a. Customer represents and warrants that, prior to allowing use of RingCentral Services by its End Users, it will procure any required consent or permission to collect and process Personal Data, including consent required to record communications and use AI technology to evaluate the performance of users, or customers or to identify any characteristics of individuals.

b. RingCentral will have no responsibility or liability for any cost, damages, liabilities or fines resulting from Customer's (i) failure to secure such consent, (ii) Customer's failure to give effect to any valid End User request to disenroll from the RingCentral Services, or (iii) Customer's use of the Service in violation of applicable Laws or regulations. Customer agrees to indemnify, defend and hold harmless RingCentral and its Affiliates against all damages, costs and attorneys' fees finally awarded against RingCentral by a court of competent jurisdiction in connection with such third-party claims arising out of violation of this clause or agreed in a written settlement agreement approved in writing by Customer.

D. IP Ownership. RingCentral AI Assistant processes Customer inputs with pre-trained, artificial intelligence models to generate outputs ("AI Output"), such as call summaries or highlights. Customer is solely responsible for responding to any third-party claim directed to Customer's (or its End User's) use of the RingCentral Services, including, but not limited to, copyright infringement or other claims relating to AI Output resulting from Customer's (or its End User's) use of the RingCentral AI Assistant Services. The underlying artificial intelligence models also learn patterns and infer associations ("Inferences") from Customer's (or its End User's) inputs that can be used to improve RingCentral Services, such as words or phrases that are semantically similar to the keywords of a given tracker. Customer is responsible for its input (and the inputs of its End Users), including for ensuring that they do not violate any applicable Laws or regulations. Except for Inferences, as between RingCentral and Customer, Customer owns the right, title, and interest to the AI Output. As between RingCentral and Customer, and to the extent permitted by law, RingCentral owns all rights in and to the pre-trained, artificial intelligence models associated with RingCentral Services and Inferences. To the extent any rights in the Inferences vest with Customer, Customer hereby assigns all right, title, and interest in and to the Inferences to RingCentral. RingCentral may use the Inferences to develop and improve its Services.

7. LIMITATIONS OF LIABILITY

A. Excluded Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR (1) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, REPUTATIONAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND; (2) COSTS OF PROCUREMENT, COVER, OR SUBSTITUTE GOODS OR SERVICES; (3) LOSS OF USE, LOSS OR CORRUPTION OF DATA; OR (4) LOSS OF BUSINESS OPPORTUNITIES, PROFITS, GOODWILL, OR SAVINGS, WHETHER IN ANY OF THE FOREGOING, ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. NEITHER PARTY WILL BE LIABLE FOR ACTIONS REASONABLY TAKEN TO COMPLY WITH LAW.

B. Direct Damages. EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF RINGCENTRAL UNDER THIS AGREEMENT WILL NOT EXCEED TEN THOUSAND U.S. DOLLARS (10,000 USD). LIMITATIONS UNDER THIS SECTION (DIRECT DAMAGES) WILL NOT APPLY TO LIABILITY TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN WHICH CASE RINGCENTRAL'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WILL BE THE MINIMUM AMOUNT PERMITTED BY APPLICABLE LAW.

8. INDEMNIFICATION BY CUSTOMER.

Customer agrees to indemnify, defend and hold harmless RingCentral and its Affiliates at its expense, from and against any and all third-party claims, arising out of or in connection with: (i) material violation of applicable law by the Customer, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Acceptable Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content. Further, Customer will indemnify and hold harmless RingCentral against all damages, costs, and attorneys' fees finally awarded against RingCentral by a court of competent jurisdiction in connection with such third-party claims or agreed to in a written settlement agreement approved in writing.

9. DISPUTE RESOLUTION

A. Governing Law and Forum Selection. Based on the applicable "Location of Services" in Table 1, as described below, (i) this Agreement is governed by the applicable laws of the jurisdiction set forth in the column "Applicable Law" of Table 1 below, without giving effect to such jurisdiction's principles on conflicts of law; and (ii) any dispute, claim, cause of action, suit, or other proceeding arising from or relating to this Agreement (a "Dispute") will be subject to the exclusive jurisdiction of the applicable courts set forth in the column "Exclusive Forum" of Table 1 below, and each Party submits to exclusive personal jurisdiction in such courts, waives any claim of improper venue or forum non conveniens, and agrees not to institute any action or proceeding arising from or relating to a Dispute in any other court. The column "Location of the Services" for the purposes of Table 1 will be the country in which the Partner is domiciled.

Table 1: Choice of Law and Forum Selection

Location of Services	Applicable Law	Exclusive Forum
United States	State of California	State courts located in the County of San Mateo, California or the United States District Court for the Northern District of California
Canada	Province of Ontario	Courts located in Toronto, Ontario
United Kingdom	Laws of England	English courts located in London, England
France	Laws of France	French courts located in Paris, France
Germany	Laws of the Federal Republic of Germany	District Court Munich 1, Germany
Switzerland	Laws of England	English courts located in London, England
Any Other Country in Europe Not Listed Above	Laws of England	English courts located in London, England
Australia or New Zealand	Laws of New South Wales, Australia	Courts of New South Wales, Australia
Mexico	Mexico (United Mexican States)	Courts located in Mexico City, Mexico
Any Other County Not Listed Above	State of California	State courts located in the County of San Mateo, California or the United States District Court for the Northern District of California

B. Equitable Relief. Any breach of RingCentral's Intellectual Property Rights will cause RingCentral irreparable harm for which monetary damages will be inadequate. RingCentral may, in addition to other remedies available at Law or in equity, obtain preliminary or permanent injunctive relief against the Customer or its End Users without the necessity of posting a bond or other security, proof of damages, or similar requirement, in additional to any other relief to which RingCentral may be entitled under applicable Law.

C. Limitations. No Dispute may be brought by either Party against the other Party more than two (2) years after the cause of action has accrued. Any Disputes must be conducted solely on an individual basis, and the Parties expressly waive any right to bring any Dispute as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

D. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the Products or Services.

E. Export Control. Any Services, Products, Software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use distribute, transfer, or transmit the Services, Products, Software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.

F. Regulatory and Legal Changes. In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services and/or this Agreement.

2 RINGCENTRAL END USER TERMS FOR RINGCX

If RingCX is utilised, the following terms and conditions shall apply in addition to RingCentral's End User Terms for UCaaS.

1. DEFINITIONS

Terms used in this end user license agreement ("Agreement") shall have the following terms have the meanings set forth below:

1.1. "**RingCX Materials**" means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the RingCX Services, including the components of each Subscription Package, if applicable, and any other features and functionality offered as part of the RingCX Services. The RingCX Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts and training materials related to the RingCX Services.

1.2. **"Usage"** means any charges incurred in connection with the use of Your RingCX Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, and any products listed on the RingCX Service Order Form.

2. USE OF RINGCX

You acknowledge and agree that all use of the RingCX Services shall be subject to these End User Terms for RingCX, including without limitation the use policies and license restriction terms therein. You acknowledge and agree that You are fully responsible and liable for all use of the RingCX Services, any software or hardware used in conjunction with the RingCX Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the RingCX Services shall be subject to the following terms:

2.1. **NO 999/112/911/111 SERVICE.** YOU ACKNOWLEDGE AND AGREE THAT 999 / 111 / SIMILAR EMERGENCY SERVICES CALLS OR MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE RINGCX SERVICES, AND NO 999 / 111 CALLING OR SMS OR OTHER MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE RINGCX SERVICES. YOU MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 999 / 111 OR SIMILAR EMERGENCY SERVICES CALLS.

2.2. **Customer 999/112/111 Notification Obligations.** You represent, warrant, and covenant that: (i) You shall ensure that any person who might use the RingCX Services or be present at the physical location where any the RingCX Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 999/112/111 or other emergency response services through the RingCX Services; and (ii) You shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.

2.3. **Cardholder Data.** You acknowledge and agree that when using RingCX Services, You will not record Cardholder Data ("CHD") as that term is defined by the PCI Data Security Standard. If You are required to receive CHD using the RingCX Services, You will pause any recordings or otherwise ensure that no CHD is being recorded or saved.

3. COMPLIANCE AND REGULATIONS

You disclaim and deny any reliance on any marketing materials relating to the RingCX Services with regard to regulatory or legal compliance. Any statements regarding the regulatory or legal compliance are opinion only, and You are ultimately responsible for making your own determinations regarding the regulatory or legal compliance requirements and applicability to the RingCX Services.

RingCentral shall not redesign or otherwise modify its manual dial product, including any relevant hardware or software, in a manner that would give it the capacity to dial randomly or sequentially generated numbers, function as a predictive dialer or dial numbers in any manner that does not require human intervention for each call.

RingCentral's Emergency Services Policy

You acknowledge and agree that 999/112 Emergency Services calls may not be placed or sent through RingCX voice services.

Operation and limitations of the RingCentral 999/112 Emergency Services are governed by RingCentral's Emergency Services Policy: https://www.ringcentral.com/gb/en/legal/last-update-december-20-2023/emergency-services.html.

This policy forms part of, and is governed by the Customer Agreement and/or the RingCentral Terms of Service, as applicable. Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement or the Terms of Service.