

# RingCentral End User Terms

## 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 one or more 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. **"CCaaS Services"** means the cloud-based call center as a service provided by RingCentral known as RingCX and resold by Cox as Cox Business Contact Center with RingCentral.
- E. **"Cox"** means the Cox entity that is the contracting party under the Subscription Agreement.
- F. **"Customer Content"** means the content of calls, facsimiles, SMS messages, instant messages, voicemails, voice recordings, AI Assistant transcriptions, shared files, conferences or other communications transmitted or stored through the Services.
- G. **"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.
- H. **"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).
- I. **"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.
- J. **"Party"** means Customer or Cox.
- K. **"Product"** means the products provided by RingCentral for resale by Cox.
- L. **"PSTN"** means the public switched telephone network.
- M. **"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.

- N. "Services"** means the Services provided by RingCentral for resale by Cox to the Customer, including without limitation any applicable UCaaS Services or CCaaS Services.
- O. "Software"** means any software provided or made available by RingCentral to the Customer as part of the Services.
- P. "Subscription Agreement"** means the Commercial Services Agreement or other applicable agreement between Customer and Cox governing the applicable Customer's subscription to the Services.
- Q. "Supplier"** means the supplier, licensor, publisher, manufacturer or other third-party provider of Products.
- R. "UCaaS Services"** means the cloud-based unified communications as a service provided by RingCentral known as RingEX and resold by Cox as Cox Business Connect with 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 Acceptable Use Policy, 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 Acceptable Use Policy. Any breach of this Section Error! Reference source not found. will be deemed a material breach of this Agreement. RingCentral may update the Acceptable Use Policy from time to time and will (or through Cox) 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 Law. If Customer uses the Services in a location with local Laws requiring a designated entity to be responsible for personal data processing, including collection and transfer, Customer acknowledges that it is the entity responsible for complying with such Laws.
- B.** 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 Cox's customer support in advance to avoid any Service disruption.

**3. 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.

4. **Compliance.** RingCentral has the right to inspect and/or audit by remote polling or other reasonable electronic means at any time to determine an End User's compliance with this Agreement, including but not limited to the Acceptable Use Policy. Customer agrees to keep a current record of the location of the Software.
5. **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 Policy; (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 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 or agreed to in a written settlement agreement approved in writing. You acknowledge and agree that RingCentral, Inc. and each of its Affiliates are third-party beneficiaries of the terms of this Section 5 and are entitled to enforce the terms hereof as if each of them were an original party hereto.
6. **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.
7. **Regulatory and Legal Changes.** In the event of any change in Law or industry change that would prohibit or otherwise materially interfere with Cox's or RingCentral's ability to provide Services under this Agreement, Cox may terminate the affected Services and/or this Agreement.