RINGCENTRAL TERMS OF SERVICE

1. INTRODUCTION

These Terms of Service (the "TOS"), together with the RingCentral privacy policy available here https://www.ringcentral.com/sg/en/legal/privacy-policy.html (the "**Privacy Policy**") and any other supplementary documents (together, the "**Agreement**") constitute the entire agreement between RingCentral Singapore Pte Ltd., a company registered in Singapore with Company Registration No.: 201526036Z ("**RingCentral**") and you, either as an individual trader, or acting on behalf of any entity that you represent ("**You**" and "**Your**"), as the user of the Services, Applications and/or Website. The Agreement governs Your use of the Services, Applications and Website provided by RingCentral. These TOS were previously known as the End User License Agreement and Terms of Service; and any references to the "End User License Agreement" or the "EULA TOS" in any RingCentral publications, notices, or agreements refer to these TOS.

By using or accessing the Services, Applications or the Website, You confirm that You accept and will comply with the Agreement. You represent and warrant that: (i) You possess the legal right and capacity to enter into the Agreement with RingCentral and to perform all of Your obligations thereunder; (ii) You are of legal age to enter into this Agreement; (iii) You have full power and authority to execute and deliver any agreement documents and to perform all of Your obligations thereunder; (v) if You accept on behalf of an organisation, You are authorised to bind that organisation, and references to "You" in the Agreement expressly includes, without limitation, the entity You represent; and (iv) You shall be bound by the Agreement.

Any capitalised terms set forth below not otherwise defined have the meanings set forth in Section 2 ("**Definitions**") below.

2. ACCESS TO EMERGENCY SERVICES

Access to Singapore emergency services such as 999, 995 and 993 ("Singapore Emergency Services") are provided only by RingCentral on Singapore Local (level "6") numbers, and not on VoIP (level "3") numbers. Otherwise, Singapore Emergency Services are not provided or available on the RingCentral software applications and services (including without limitation some soft phones). If you subscribe to one of the other RingCentral software applications or services, you must make alternative arrangements to access Singapore Emergency Services, such as using a traditional landline or mobile telephone, and you should not rely on RingCentral to make emergency calls.

NOTWITHSTANDING THE FOREGOING, IT IS STRONGLY RECOMMENDED THAT YOU HAVE A MEANS FOR PLACING EMERGENCY CALLS AVAILABLE AT ALL TIMES AND YOU SHOULD NOT RELY ON RINGCENTRAL TO CALL EMERGENCY SERVICES.

Operation and Limitations of the RingCentral Emergency Calling Services

A. RingCentral Provides Access to Emergency Calling Services.

RingCentral provides access to emergency calling services, allowing most RingEX users to access Singapore Emergency Services (e.g., 999, 995, and 993). Emergency calling services work differently with the RingCentral Plan Services than You may have experienced using traditional wireline or wireless

telephones. **It is strongly recommended that You have an alternative means for placing emergency calls available at all times.**

RingEX users using IP Desk Phones or 999-Enabled Softphones can dial emergency numbers directly from their IP Desk Phones or 999-Enabled Softphone. EMERGENCY CALLS CANNOT BE PLACED THROUGH SOFTPHONES THAT ARE NOT 999-ENABLED.

For purposes of these Online Terms "IP Desk Phone" means a telephony hardware device that uses VoIP to place and transmit; "911-Enabled Softphone" means a softphone for which the RingCentral 911 Service is supported as identified in a pop-up notification within the Softphone application.

Calls to emergency numbers placed through the RingCentral Mobile Application on a smartphone are automatically routed to the native dialer on the smartphone, and the call will be handled by Your wireless service provider if wireless service is available. If Your wireless service is unavailable, the emergency call cannot be placed. The RingCentral Mobile Application cannot place emergency calls over Wi-Fi access. Emergency dialing is not available through the RingCentral Mobile Application on tablets or other mobile devices without a native phone dialer and a wireless service plan.

B. How it Works.

When a RingEX user dials 999, 995, or 993 on an IP Desk Phone or 999-Enabled Softphone, the RingCentral phone number and the Registered Address You have provided is sent to the local emergency center serving Your location. In some areas, emergency operators have access to this information; however, in areas where only basic 999 service is available, the emergency operator answering the call may not be able to see Your RingCentral telephone number or Your Registered Address. You should always be prepared to provide the emergency operator with Your RingCentral telephone number and Registered Address in case the call is dropped or disconnected. If You are unable to speak, the emergency operator may not be able to send help to Your location and/or call You back should the call be disconnected. RingCentral does not control whether or not the emergency operator receives Your telephone number and Registered Address.

Emergency dialing with Your Plan Service works differently than emergency dialing over traditional phone service. In some cases, emergency calls dialed from Your RingEX device cannot be directed to the local emergency response center. That might happen if there is a problem validating a Registered Address, if the Registered Address is an international location, or if the Registered Address is in an area that is not covered by the landline emergency network. Any such emergency calls may not include Your RingCentral telephone number or Your registered address. Emergency responders may request Your name, location, and telephone number and attempt to reach emergency responders in Your local area. If so, the operator may not be able to call You back or dispatch help to Your location until You provide Your phone number, and location, or if the call is dropped or disconnected.

C. Service limitations.

RingCentral Emergency Services will not function in the event of an Internet or power outage, if You do not have cellular service (on the RingCentral Mobile Application), or if Your broadband, ISP, or RingEX service is terminated. The RingCentral Mobile Application cannot send emergency calls over Wi-Fi access. It is possible that network congestion may delay or prevent completion of an emergency call. RingCentral Emergency Services may not be available if You are dialing from a RingCentral number that is not a Local Singapore ("level 6") number.

D. Registering Your Location.

You agree to register with RingCentral immediately upon activation of Your Account the address of the physical location where You will use the RingEX Service for each Digital Line, including each IP Desk Phone and each 999-Enabled Softphone. This is Your Registered Address. You agree that You will accurately register each individual line through the Account Admin Portal for the applicable End User. You and Your End Users shall use the Plan Services at the Registered Address provided for the applicable Digital Line. **If You or Your End Users move a registered device, You agree to immediately update the Registered Address with the new physical location of the device with RingCentral through the Admin Portal or in Your account settings**. You acknowledge that if You do not update the Registered Address, any emergency calls made from the device may be sent to the wrong emergency response center and will not transmit Your current location information to emergency responders, delaying emergency assistance to You. It may take one or more days for the address update to take effect. Customers with more than one line or extension are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each IP Desk Phone and each 999-Enabled Softphone, and that their End Users are aware of how the Registered Address can be changed.

E. Notification of Employees, Guests, or Other Users.

You agree to notify any employees, contractors, guests, or persons who may place calls using the Office Services or may be present at the physical location where the Office Services may be used, of the limitations of RingCentral Emergency Services from Your RingEX IP phone, other equipment or the RingCentral 911-Enabled Softphone. You agree to affix a RingCentral-provided sticker warning that emergency services may be limited or unavailable in a readily visible place on each piece of equipment that might be used to access or use the Office Services. You and Your End Users should always have an alternative means for placing emergency calls.

F. Disclaimer of Liability for Emergency Call Response.

You acknowledge and agree that Your use, and use by Your employees and/or guests or other third parties, of RingCentral's Emergency Services are subject to the limitations described herein. The availability of certain features, such as transmission of a Registered Address or Your RingCentral telephone number, depends on whether local emergency response centers support those features, and are factors outside of RingCentral's control. RingCentral relies on third parties to assist us in routing emergency calls and text messages to local emergency response centers. RingCentral does not have control over local emergency response centers, emergency responders, or other third parties. RingCentral disclaims all responsibility for the conduct of local emergency response centers, and all other third parties involved in the provision of emergency response services. Accordingly, to the extent permitted by applicable Law, You hereby release, discharge, and hold harmless RingCentral from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or emergency call. You agree to indemnify and hold harmless RingCentral, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising out of: (i) Your provision to RingCentral of incorrect information, including physical addresses, or Your failure to update Your Registered Address; (ii) Your failure to properly notify any person who may place calls using the Office Services of the Emergency Services limitations; or (iii) the absence, failure, or outage of emergency service dialing using the Office Services for any reason; and (iv) the inability of any user of the Office Services to be able to dial 999, 995, or 993, or access emergency service personnel for any reason.

ACCORDINGLY, YOU AGREE THAT RINGCENTRAL SHALL NOT BE RESPONSIBLE OR LIABLE FOR- AND AGREE TO FULLY, FINALLY, AND FOREVER RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS

RINGCENTRAL FROM AND AGAINST ANY CLAIM BASED ON, RESULTING FROM, OR RELATING TO-ANY ACTS OR OMISSIONS RELATED TO THE HANDLING OF, OR NOT HANDLING OF, OR RESPONSE, OR LACK OF RESPONSE, TO ANY EMERGENCY CALL OR OTHER COMMUNICATION IN CONNECTION WITH THE RGO SERVICE.

3. PLAN SUBSCRIPTION, ACCOUNT REGISTRATION & ACCOUNT SECURITY

A. Purchase of Plan Services

Pursuant to these TOS, You are purchasing a subscription for the Plan Services set forth in Your initial Order, and agreeing to use and pay for the same as set forth in these TOS for the entire period in the initial Order (the "Initial Term"), and any Renewal Terms, as applicable. You agree to be financially responsible for Your use of the Plan Services, including the authorized or unauthorized use of Your Account. In order to use the Plan Services, You must have properly configured and working Internet service or broadband connection as set forth in Section 5(c) (IP Network Sufficiency), below. RingCentral does not provide any access to the Internet.

You agree to be financially responsible for Your use of the Plan Services, including the authorised or unauthorised use of Your Account. In order to use the Plan Services, You must have properly configured and working Internet service or broadband connection as set forth in Section 4(C), below. RingCentral does not provide any access to the Internet.

Where your Plan includes access to, or the provision of, Complementary Services, additional terms may apply to Your use of such Complementary Services ("**Additional Terms**"). Additional Terms (as the same may be added, removed or revised from time to time) are located here https://www.ringcentral.com/sg/en/legal/tos.html. You agree to comply with all such applicable Additional Terms (as the same may be updated from time to time) in connection with your use of the Complementary Services.

B. Account Registration

Upon signing up for the Plan Services and at subsequent times as requested by RingCentral, You or Your End Users may be required to provide certain information (for example: name, address, phone number, email address, security question and/or answers) in order to begin using or to update the Plan Services, activate features, or add or modify any individual lines, extension or additional products or services (e.g., activating an Account or End User or provisioning a device) ("**Registration Information**"). You hereby grant to RingCentral permission and a perpetual, worldwide, royalty-free, fully paid-up, non-exclusive, non-transferable right and license to copy, reproduce, store, record, disclose, transmit, display, access, and use Registration Information in connection with the activation, provision, support, improvement, administration, or management of Your Plan Services, as set forth in these TOS or otherwise permitted by Law. You represent and warrant that all Registration Information provided to RingCentral by or on behalf of You or any End User will be true, accurate, current, and complete, and that You will promptly confirm, update, or supplement Registration Information on file upon RingCentral's request or in the event that such Registration Information changes.

C. Account Administrators

The End User(s) You designate as **Account Administrator(s)** of Your Plan Services will have rights to set or modify the settings or preferences of other End Users of Your Account. You are responsible for all

acts and omissions of Your Account Administrators, and any other End Users, including without limitation any changes or purchases such individuals may make to Your Account.

D. Purchase of Additional Digital Lines

Your Plan Services may include Digital Lines as set forth in the applicable Order. Account Administrators may purchase additional Digital Lines for the applicable Account at any time by placing an Order for the Digital Lines through the Account's Admin Portal or by contacting the RingCentral account representative for that Account. Each additional Digital Line added to Your Account is subject to the terms of these TOS. The Term of the additional Digital Lines will run conterminously with the Term of Your initial purchase (either monthly or annually renewed, as applicable).

E. Term and Automatic Renewal

Your license to the Plan Services is provided for the Initial Term and any subsequent Renewal Terms.

The Initial Term for all service plans will renew automatically for successive terms of the same length (each, a "Renewal Term") without further action by or notice to You; if You wish to cancel or terminate your RingCentral services, You must notify RingCentral customer service of your intent not to renewal at least thirty (30) days before the end of the Initial Term or then-current Renewal Term. The Initial Term together with any Renewal Terms are collectively the "**Term**".

F. Equipment

Equipment. All IP Desk Phones and/or equipment related to IP Desk Phones, including but not limited to, handsets, headsets, software installed on or related to those devices, and any other product directly related to IP devices, shall be provided by a third-party vendor. The terms and conditions that govern the use of any equipment, including but not limited to, purchases, warranties, returns, exchanges and claims, can be found at https://www.ringcentral.com/legal/westcon-terms-conditions.html. These terms and conditions may be updated by the third-party vendor at any time with or without notice to You and You agree to comply with such terms and conditions at all times.

4. CUSTOMER SECURITY POLICY

A. Password Information Security

You agree that You are responsible for all Password Information that You or any End User use with the Plan Services. You further agree to ensure that all such Password Information: (i) shall be immediately changed in the event that You or Your End Users learn of or suspect that any Account Security Incident has occurred; (ii) shall not be not transmitted or stored in any unsecure manner (including without limitation through any auto-storage, caching, "remember," or auto-fill feature); and (iii) shall be protected from theft or unauthorized access, use, or disclosure with at least a reasonable degree of care and diligence.

B. End-Point Security

You agree to protect all End Points using, at minimum, generally accepted security measures, including without limitation: (i) effective passwords or other credentials; (ii) network segmentation and access restrictions utilizing an accurate and up-to-date access control list; (iii) session time-out and/or locking screen saver features; and (iv) use of an effective and up-to-date firewall for all networks to or through which any End Point might connect. **YOU ACKNOWLEDGE AND AGREE THAT THESE REQUIREMENTS**

APPLY TO IP DESK PHONES, AND MOBILE DEVICES, WHICH UTILIZE THE SAME CONNECTIVITY – AND ARE SUBJECT TO THE SAME SECURITY RISKS – AS COMPUTERS.

C. Update of Security Features

You acknowledge that some Plan Services security features may require activation or installation of software or firmware updates, and software may be de-activated or uninstalled. You agree to promptly download and install all updates to software and/or hardware or firmware used in conjunction with the Plan Services, and generally to ensure the activation and use of all features that are necessary or appropriate to protect the Accounts, users, End Users, or Your organization's assets and operations. You acknowledge and agree that if You decide not to install updates, this may result in the functionality of the Plan Services to be diminished and unstable.

D. Account and End User Management

You acknowledge and agree that End Users You designate as Account Administrators may have the ability to make purchases and enter into transactions on Your behalf and/or to perform acts related to Your Plan Services, or Your Account, including any individual line or extension or ancillary services, that may significantly affect You or the operation of Your Plan Services, including without limitation adding, removing, or modifying numbers or extensions assigned to an Account; payment method(s); making changes to software or hardware; adding, removing, or modifying ancillary services; and/or modifying settings. You are responsible for any such changes made to Your account. You agree to maintain sole and exclusive control over Your Plan Services or Your Account at all times and to ensure that all Account rights, permissions, and settings, and all use and Usage, are effectively managed as necessary to prevent any unauthorized access to, use or Usage of, or transaction or activity through or relating to Your Plan Services, including without limitation by implementing the following measures and practices:

- i. Disable international calling for all lines or extensions for which such calls are not needed or not authorized;
- ii. Restrict international calling destinations to those that are needed and authorized;
- iii. Block inbound calls from any caller IDs and area codes from which You do not wish for Users to receive calls and block inbound calls with no caller ID if appropriate;
- iv. Disable calling card feature for each Account for which such feature not needed;
- v. Disable attachment of facsimile image and voicemail audio files to message notification emails for associated with Your Account and/or individual lines or numbers for which such functionality is not required and to the extent that such files may include sensitive or confidential content;
- vi. Regularly monitor, review, and scrutinize End User calling and other Account activity, in compliance with applicable telecommunications and privacy Laws (including the Privacy Regulations);
- vii. Promptly notify RingCentral of Account Security Incident and provide all reasonable information and cooperation requested by RingCentral in responding to any Account Security Incident; and
- viii. Implement and train all End Users as to general security controls and practices, as necessary to ensure Your compliance with this Section entitled "Customer Security Policy".

5. SERVICE REQUIREMENTS AND LIMITATIONS

A. Caller ID Display Limitations and Compliance

You acknowledge and agree that the disclosure and/or display of information related to the origination of calls, messages, and other communications (including without limitation 'Caller ID' information) may be subject to legal requirements including, without limitation those related to the accurate display of such information or the enforcement of certain privacy instructions, settings, etc. You agree to comply with all such applicable Laws. RingCentral has no obligation to disclose, display, or transmit any such information for or in connection with any User Communication.

B. Voice-to-Text and Text-to-Voice

You acknowledge and agree that: (i) any and all Voice/Text Features are provided merely as a convenience and may not accurately transcribe voice content, articulate text messages, or perform such functionality for all voice content or text messages or for the entirety of voice content or text messages; (ii) neither You nor any End User may rely on any Voice/Text Feature to perform such accurate transcription or articulation; and (iii) You and all End Users shall be responsible for reviewing and/or listening to the original content of any User Communication or other media as necessary or appropriate to prevent You, any End User, or any other party from incurring any cost, expense, liability, loss, damage, or harm.

C. IP Network Sufficiency

You acknowledge and agree that: (i) the Plan Services require a properly-configured, high performance, enterprise-grade broadband IP network and connection; (ii) use of the Plan Services with any lesser network, services, or connection may result in partial or complete unavailability, interruption, or under-performance of the Plan Services or other services utilising the same network, services, or connection; and (iii) 3G or 4G networks are not recommended for use with the Plan Services. Accordingly, you agree to provide and maintain, at Your cost, an IP network, services, and connection meeting the foregoing standards and all equipment necessary for the Plan Services to connect to and use such network, services, and connection. RingCentral is not liable for any unavailability, interruption, or under-performance of the Plan Services related to your IP network or connection.

IMPORTANT INFORMATION. If Your IP network or connection fails, Your voice service will also fail. Your service may cease to function if there is a power cut or failure. These failures may be caused by reasons outside of RingCentral's control.

D. Use of Third Party Devices

RingCentral does not guarantee or make any representation or warranty that any third party IP telephone or other device will work, or be compatible, with the Plan Services or support the Plan Services' full performance or quality of service potential or range of features and functionalities.

E. Use of Mobile Application

The RingCentral Mobile Application can be configured to make or receive calls on Your 3G or 4G network using Your data service, and may result in additional data usage fees from Your mobile service provider. You can disable 3G/4G calling by configuring the RingCentral Mobile Application to make/receive calls only over a wi-fi connection. Configuring the RingCentral Mobile Application to disable VoIP calling will result in RingCentral making/receiving calls using Your voice connection from

Your mobile service provider; this may result in additional voice minute usage fees from Your mobile service provider.

6. NUMBER POLICIES

A. Number Availability

RingCentral may make available telephone and/or facsimile numbers for Your selection and assignment to Account(s). You acknowledge and agree that a RingCentral Party's listing of a number may be erroneous and does not constitute a representation or guarantee that such number is actually available for such assignment, and that the RingCentral Parties shall be authorised to remove such number from an Account in the event that it is not available.

B. Number Publication

Neither You nor any End User may publicise, list, or communicate any number that you believe to be assigned to Your Plan Services or Account, or purchase or invest in any materials or media reflecting any such number unless and until You have verified that such number is active and functioning as desired, including, without limitation, by test calling such number from a non-RingCentral service plan and verifying that the fees and charges that will be incurred in connection with Use of such number are acceptable to You. You agree to hold harmless all RingCentral Parties arising from or related to Your or any End User's violation of the immediately preceding sentence.

Number Porting Policy

RingCentral will use reasonable commercial endeavours to facilitate number transfers or port requests for You, provided it is reasonably practicable to do so and that You comply with the necessary and specific procedures for porting between service providers. You acknowledge and accept that number porting depends on the co-operation of third parties outside of RingCentral's control, including but not limited to RingCentral's suppliers of level "3" and/or level "6" numbers. Accordingly, You agree that RingCentral will not be liable for the failure or delay of any third party to cooperate in the porting of any telephone number, or for the allegedly unauthorised porting of any telephone number by a third party.

- **I. Number Port-In Request Procedures**. In order to request the porting of a telephone or facsimile number into an Account, the Account Administrator for the Account into which You wish the telephone or facsimile number to be ported must log in to the Admin Portal for such Account and complete all steps and provide all information requested as part of the number port-in request process (which may include without limitation providing an executed Letter of Agency) or as otherwise requested by RingCentral. In addition, if You wish to port into an Account more than 100 telephone or facsimile numbers from the same third party service provider account, You must contact RingCentral's Project Porting Department at project.porting@ringcentral.com and comply with their instructions.
- **II. The Number Porting Process**. In order to request the porting out to another services provider of a telephone or facsimile number currently assigned to an Account, You must follow the instructions specified by that services provider and must provide all information and cooperation requested by the relevant other services providers, RingCentral, or any other relevant third party. You acknowledge and agree that: (i) the porting of telephone or facsimile numbers into or out of an Account requires Your provision of specific and detailed information to RingCentral and/or

third parties (including without limitation other services providers) and completion of certain steps and procedures, as well as third parties' completion of certain steps; and (ii) numbers may not be ported into or out of an Account unless and until You are able to provide certain specific information that matches other information on record with RingCentral or other services providers. For these and other reasons, the completion of any number port request and the timing of and date by which any such request may be completed depend on a number of factors outside of RingCentral's control, including without limitation the acts and omissions of both You and third parties, including without limitation other services providers.

- **III. Unauthorized Port Outs**. You acknowledge and agree that telephone or facsimile numbers may be ported out from Your Plan Services or an Account due to acts or omissions of third parties, and it may be difficult or impossible for RingCentral to: (i) prevent such port-outs: (ii) retrieve numbers ported-out of an Account; or (iii) port such numbers back into an Account. RingCentral has no responsibility or liability due to such port-outs.
- **IV. Accurate Porting Information**. You agree, represent and warrant that all information or representations provided in connection with any request to port in or port out numbers (including without limitation any information or representations in any Letter of Agency) by You, any User or End User, or any party acting on behalf of, at the direction or request of, or with the permission or knowledge of any of the foregoing shall be true, accurate, and up-to-date.
- **V. Customer Compliance with Porting Laws**. You acknowledge and agree that the porting of numbers is subject to telecommunications and other Laws and may be subject to third party terms and conditions. You agree, represent, and warrant that neither You; nor any User or End User; nor any party acting on behalf of, at the direction or request of, or with the permission or knowledge of any of the foregoing will at any time: (i) violate any applicable Law or engage in any fraudulent or deceptive conduct in its porting-related requests or activities; (ii) engage in or facilitate "slamming" or the porting out of any telephone or facsimile number or change or attempt to change any party's telephony service provider without first obtaining the proper, requisite consents and authorizations; or (iii) violate contractual or other obligations to service providers or other third parties.

Release of Numbers. You acknowledge that in the event of account termination or cancellation, all telephone numbers associated with Your Account, which have not previously been ported to another provider, may be released. Similarly, the cancellation of individual lines may result in the release of the related numbers if those numbers have not previously been ported to another provider. You acknowledge that You are solely responsible for working with a third-party provider to port out any numbers prior to termination or cancellation of Your Account or Plan Services, or any individual line.

7. CHARGES AND PLAN CREDITS

Please note that all prices, Taxes, surcharges, and fees are subject to change at any time, except to the extent such charges are set by agreement between You and RingCentral for a specified term. You are responsible for paying all charges for Your Account, including but not limited to toll -free, local, long distance, international minutes, additional feature charges, operator assisted charges, directory assistance charges, and for all Taxes, surcharges, and fees imposed on Your Account or us as a result of Your use of the Plan Service. Customers with a past due balance on previous or multiple accounts will be charged the full balance, including but not limited to any Taxes or Fees as defined in this TOS or

any applicable Office Agreement, any late fees, service change fees, and fees for chargebacks or returned checks, upon opening a new account or updating their credit card information on file.

A. Charges and Plan Credits

RingCentral offers several different Plan options in connection with the provision of the Services. You may change Your Plan at any time; however, a one-time processing fee of fourteen Singapore dollars S$14.00 may apply when 'downgrading' an existing Plan to a Plan with lower monthly fees (e.g., a plan with fewer minutes and/or features). In addition, certain Plans may entitle You to receive discounts on equipment used in connection with a particular Service. If You receive any equipment discounts associated with a Plan and subsequently change to an alternative Plan that does not offer those equipment discounts, You agree to reimburse RingCentral, and hereby authorise RingCentral to charge Your credit card on file, or invoice You, as applicable, for such equipment discounts.

B. Service Availability

You acknowledge and agree that the products and Services provided by RingCentral may not be available one hundred percent (100%) of the time. Credit allowances for interruption of the Plan Services may only be provided on a case-by-case basis at the sole discretion of RingCentral and shall be Your sole remedy for any Plan Services interruptions or other issues with the Plan Services.

C. Plan Credits and Minutes

Some Plans provide for a fixed number of monthly usage minutes ("**Plan Credits**"). If You exceed Your monthly Plan Credits during the course of a month, You may purchase additional Plan Credits as needed. RingCentral may also provide You with certain bonus credit minutes and/or other promotional incentives (e.g., 'tell-a-friend' credits) upon fulfilment of the applicable promotion requirements. As explained below, international calling may be charged at a different rate than domestic calling, and a Plan Credit 'minute' therefore will not entitle You to a minute of international calling ("**International Minutes**").

D. Metered Calling Plans

RingCentral offers several monthly metered Plans for some of its products and services. Each metered calling Plan provides You with a toll-free or local telephone number and a fixed number of Plan Credits each month for a monthly fee, excluding Taxes, surcharges, and fees. When You exhaust Your initial paid allotment of Plan Credits for Your metered Plan then, unless You advise RingCentral otherwise in writing, RingCentral will automatically bill Your Account for the smallest available bundle of Plan Credits for the applicable Service. Additional minute usage will be debited at the applicable per minute rate(s) for Your metered Plan. However, in some limited instances, calls placed under a metered Plan may not be counted against Your monthly allotment (e.g., calls made via a local phone number to leave or check voicemail or configure a system and calls answered on a Softphone). Please check the details of Your metered Plan to determine which calls (if any) are not counted against Your monthly minute allotment. For international calling, international rates will apply.

E. Unlimited Plan

RingCentral offers unlimited monthly Plans for some of its products and Services. An unlimited Plan provides You with a local or toll-free telephone number and is subject to the terms and restrictions of the Agreement. If, for any reason, RingCentral believes that Your usage of the unlimited Plan and Services violates the Agreement, then RingCentral may after advance notice and a reasonable

opportunity have been given to You to remedy the violation, either terminate Your unlimited Plan or immediately convert Your unlimited Plan to a metered Plan, as described above.

F. Value, Ownership, and Expiration of Credits or Minutes

In no event shall any entitlement to toll-free minutes, International Minutes, Billing Credit, Plan Credit, or any other type of credit or minute issued to You or applied to an Account (collectively "**Account Credits**") have any monetary value or be exchangeable or exchanged for cash. Account Credits may be applied only to the Account for which they were purchased and/or provided, and may not be sold, transferred, assigned, or applied to any other Account, Plan, or customer. Credited toll-free minutes not applied to Usage on the applicable Account during the monthly billing cycle for which they are credited shall expire at the end of such cycle and shall in no event be available for application to Usage occurring during any other period. Other Account Credits shall expire according to the terms of their purchase or provision.

G. Discounts

From time to time in its sole discretion, RingCentral may offer promotions or discounts. Any promotion or discount codes must be provided to RingCentral upon purchase of the Plan Services. You are not entitled to a subsequent credit for any promotions or discounts if You do not request the promotion or discount credit at the time of Account creation or change of Plan. Promotions and/or discounts may not be used cumulatively or retroactively.

8. BILLING AND PAYMENT

A. Plan Services Fees

The initial Order sets forth the base recurring Plan Fees for the Plan Services and the number of minutes of inbound Usage of any toll-free number(s) assigned to an Account, if any, that are included in the Plan Fees for each monthly billing cycle. Any applicable initiation charges, Usage, monthly recurring charges, support charges, Taxes, and other fees are billed in full in advance. Termination fees, international minutes, equipment return fees and transfer charges, if any, are billed in arrears. Subject to the Agreement, upon termination of Your Account for any reason, all unused Account Credits shall expire in their entirety on the termination date. No refund, transfer or proration shall be made of any unused Plan Credits, Promotional Credits, or International Minutes or any other credits to Your Account.

B. Taxes and Fees

All fees for Services advertised or otherwise listed on the Website are exclusive of any Taxes. You agree to pay all Taxes and similar liabilities that may now or hereafter be levied on the Plan Services and related software or hardware by any Law, as well as any administrative and recovery fees and charges levied on the Plan Services by RingCentral, whether or not mandated by Law. Should RingCentral pay or be required to pay such liabilities (including any Taxes that were due but not charged or previously collected), You agree that RingCentral may charge Your credit card on file or invoice You, as applicable, for such payments upon receipt of an invoice and showing of indebtedness to RingCentral.

C. Billing for Mid-Year or Mid-Month Transactions

In the event that any purchase, transaction, or event involving or resulting in an annually-incurred or monthly-incurred Plan Fee occurs subsequent to the beginning of an applicable billing cycle,

RingCentral may at that time bill You a pro-rated amount for the remainder of the then-current cycle and thereafter bill You conterminously with each subsequent cycle.

D. Late Fees

You agree and acknowledge that time is of the essence for payment of all fees and charges. Any fees or charges not paid when due shall incur interest at a rate of the lesser of: (i) twelve percent (12%) per annum; or (ii)the highest rate allowed by Law. RingCentral's acceptance of late or partial payments (regardless of how they are marked or designated (including without limitation as 'Paid in Full', 'Accord and Satisfaction', or similarly)) shall not waive, limit, or prejudice in any way RingCentral's rights to collect any amount due. RingCentral may terminate the Plan Services and the Agreement for non-payment if any fees or charges are not paid within thirty (30) days of the due date.

E. Form of Payment

All fees and charges are payable to RingCentral by cheque, credit or debit card, or General Interbank Recurring Order ("**GIRO**"). If cheque payment is used, you agree to be charged a processing fee to be imposed in the event a cheque is returned and/or rejected by the bank.

When You subscribe to Plan Services, You will provide us with a payment method, such as a valid credit card or GIRO information for invoicing (if You are pre-approved by RingCentral in its sole discretion to be billed via invoice) and, if applicable, authorise RingCentral to collect from the payment method provided. Any authorisation to charge a provided credit card or GIRO will remain valid until thirty (30) days after You withdraw the authorisation, or immediately upon provision of a replacement valid credit card or GIRO information. Upon termination of the Agreement, RingCentral will charge You any fees and any other outstanding charges and disconnect Your Plan Services. You agree to advise and notify us of any changes to Your payment method, such as credit card or GIRO account number or expiration date changes. If the credit card, GIRO or other payment method on Your Account is declined or fails for any reason, RingCentral will use reasonable efforts to contact You and advise You of the failed billing attempts.

Notwithstanding the foregoing, RingCentral reserves the right to disconnect Your Plan Services and terminate Your Account if Your payment method is declined or fails for any reason, or if You withdraw authorisation to charge a valid credit and do not provide an alternative payment method, and RingCentral reserves the right to continue to attempt charging Your credit card for any outstanding charges and additional fees and pursue any other legal remedies available to RingCentral.

F. Disputed Amounts

You will waive the right to dispute any billed amount if You do not dispute such amount within thirty (30) days of the date of its billing. If You fail to provide a written statement explaining in reasonable detail Your reasons for disputing the charge within such time period, You hereby irrevocably waive any objection and further recourse with regard to such charges. In the event that You timely dispute a billed amount and RingCentral confirms that You were over-billed, RingCentral shall credit the applicable Account in the amount of the over-billing ("**Billing Credits**"). Billing Credits shall be RingCentral's sole and exclusive obligation and Your sole and exclusive remedy with respect to any erroneous billing.

Notwithstanding the foregoing, if You request Your bank or credit card company to cancel a transaction or to decline to process a cheque without first contacting RingCentral to dispute the charge, and RingCentral subsequently determines that the charges at issue are not erroneous, RingCentral reserves the right to terminate Your Account immediately and take any available legal action.

You are solely liable for any transactions or usage on Your Account, whether by You, any End User, or any other user of Your Plan Services, and in no event shall RingCentral be liable for any unauthorised use of Your Account.

9. USE POLICIES

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. Customer may not use, or permit the use of the Services to interfere with the use of RingCentral's Services by others, or with the operation of the RingCentral Network. Customer may not resell the Services. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement.

RingCentral may update the Use Policies from time to time and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer.

A. Acceptable Use Policy

The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at: https://www.ringcentral.com/sg/en/legal/acceptable-use-policy.html.

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 the 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 Customer anticipates legitimate but unusual activity on its Account, Customer should contact RingCentral Support in advance to avoid any Service disruption.

Legal Compliance. You represent and warrant that all use and usage of Your Account(s), and the Plan Services will at all times comply with all applicable Laws, including without limitation ,the Common Gaming Houses Act, Computer Misuse Act, Copyright Act, Films Act, Indecent Advertisements Act, Maintenance of Religious Harmony Act, Official Secrets Act, the Penal Code, Protection from Harassment Act, Public Entertainment Act, Telecommunications Act (including any regulation made pursuant thereto and any terms and conditions of any license granted to RingCentral by the Info-communications Development Authority of Singapore ("IDA")), as well as any other laws, regulations and directives relating to unsolicited communication provisions or lists including the faxing; telemarketing; email marketing; spamming or phishing; data security or privacy; international communications; account or debt collection; recording of calls or conversations; export control; export of technical or personal data; end user, end-use, and destination restrictions imposed by the United States, United Kingdom, the European Union, or other foreign governments; consumer protection; pornography; trade practices; false advertising; unfair competition; anti-discrimination; harassment; defamation; intellectual property; or securities.

In the event RingCentral has reasonable grounds to believe that You are using the Services to engage in, whether directly or indirectly, fraudulent, illegal or improper activities, RingCentral shall be entitled to

inform the IDA or any relevant authority without notice to You, and act in conformity with the relevant authority's directions or guidelines (which may include terminating the Services provided to You.)

B. Unsolicited Advertisements and Legal Compliance

Certain communications practices – including without limitation the placing of unsolicited calls; the sending of unsolicited facsimile, internet facsimile, SMS, and/or other messages; and the use of certain automated telephone equipment to place certain calls – is regulated by the SCA and the PDPA. You agree, covenant, and warrant that:

- (i) You are the creator of the content of, and are solely responsible for determining the destination(s) and recipient(s) of, all outbound User Communications;
- (ii) all content, communications, files, information, data, and other content provided for transmission through Your Account, or the Plan Services will be provided solely for lawful purposes, and in no event shall any User Communication or any content thereof be in violation of the SCA, PDPA, and other applicable Law; and
- (iii) no unsolicited advertisements, solicitations, marketing or promotional materials, or commercial messages or content will be transmitted or distributed in the form of facsimiles or internet facsimiles through the Plan Services.

At RingCentral's sole option and without further notice, RingCentral may use technologies and procedures, including without limitation, filters that may block or terminate such unsolicited advertisements without delivering them.

To the maximum extent permitted by applicable Law, You agree to indemnify and hold harmless RingCentral, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising: (i) out of Your violation or alleged violation of the SCA, PDPA, and other Laws; or (ii) otherwise related to any voicemail, text, and/or fax spam, solicitations, or commercial messages that You may send and/or receive using the Plan Services.

C. Export Restrictions

You acknowledge and agree that the software and/or hardware used in conjunction with the Plan Services may be subject to Laws governing the export, re-export, and/or transfer of software by physical or electronic means. You agree, represent, covenant, and warrant that: (i) neither You nor any End User (nor any entity or person that controls You or any End User): (a) is located in an Embargoed Area or listed on any Export Control List; or (b) will export or re-export any RingCentral software or hardware into any Embargoed Area or to any person, entity, or organisation on any Export Control List, or to any person, entity, or organisation subject to economic sanctions due to ownership or control by any such person, entity, or organisation, without prior authorisation by licence, licence exception, or licence exemption ;and (ii) the Plan Services and RingCentral software and/or hardware will not be Used or accessed from any Embargoed Area.

D. Recording Conversations or Calls

Certain features of the Plan Services may allow You or users of the Plan Services to record calls or other communications. The notification and consent requirements relating to the recording of calls, and/or other communications may vary from state to state, and country to country. You should consult with an attorney prior to recording any communication, as some jurisdictions may require the prior consent of all parties to a recorded communication. You represent, covenant, and warrant that You will

review all applicable Laws before You use or allow use of the Plan Services to record any communications and will at all times comply with all applicable Laws. You agree to inform all users of Your Account that they are obligated to comply with all Laws relating to their use of the call recording feature. Violations of call recording Laws may be subject to criminal or civil penalties.

RingCentral expressly disclaims all liability with respect to Your recording of telephone conversations. You agree to indemnify and hold harmless RingCentral, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising out of Your violation or alleged violation of any call recording Laws. RingCentral expressly disclaims all liability and all warranties with respect to recording of conversations and/or calls.

A breach of obligations in this Section constitutes a material breach of these TOS or Your Office Agreement, as applicable, such that RingCentral may suspend service, terminate the Agreement immediately, or take any other action RingCentral deems necessary to enforce the terms of this Section.

10. TERMINATION

A. Monthly Plan Customers

For monthly Plan customers, You may cancel or terminate Your use of the Plan Services with or without cause at any time by calling customer service at 3158-3302, subject to the restrictions and fees provided in the Agreement, and any additional agreements governing the products or Services.

B. Annual Plan Customers

For annual Plan customers, You are purchasing the Plan Service for the full length of the applicable Term. You have thirty (30) days from the date of purchase for a pro-rated refund. After thirty (30) days, if You terminate the Plan Services prior to the end of the Term, subject to applicable Law, You are responsible for all charges for any remaining time left on the Term as if You remained a customer through the end of the then-current Term, including, without limitation, outstanding charges, unbilled charges, Taxes, and fees, including any applicable disconnection fee. In addition, You will not be entitled to a refund for any unused portion of prepaid Term charges.

C. Generally

You understand and agree that RingCentral may at any time, and without additional notice to You, terminate, modify, suspend, disconnect, discontinue, or block access to some or all of the features of the Plan Services if:

- RingCentral determines or reasonably suspects that You have materially breached the Agreement;
- RingCentral determines that You have created or caused to be created multiple free accounts;
- RingCentral determines that You have used a fraudulent credit card or GIRO information to pay for Plan Fees on Your Account;
- RingCentral determines that You have verbally insulted, abused, or harassed any of its employees, contractors, agents, or other representatives;

- You did not or will not reasonably comply or cooperate with any applicable Law, or RingCentral is made aware of allegations of the same;
- RingCentral is ordered by law enforcement or other government agencies to suspend or terminate the Plan Services to Your Account;
- You bring any legal action or proceeding, including without limitation in any court, regulatory, or administrative body, arbitral body, or mediator, against RingCentral; or participate in any class action lawsuit against RingCentral;
- Except to the extent prohibited by Law, You file a petition in bankruptcy or insolvency, or if a petition in bankruptcy or insolvency, is filed against You and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or a trustee or receiver is appointed over any of Your relevant property;
- RingCentral determines that such action is necessary to protect, maintain, or improve the Services; to prevent fraud or misrepresentation by affirmative acts and/or omissions; to protect RingCentral, its customers, or other third parties affiliated with RingCentral; or for any other good cause;
- You violate applicable Law or any of the Use Policies located at Section 8 of these TOS; or
- As otherwise contemplated by the Agreement.

Upon any termination or suspension of Your Account, RingCentral may immediately deactivate or delete Your Account and all related information and files in Your Account and/or restrict any further access to such files, information or the Plan Services.

RingCentral shall not be liable to You or any third party for any reason for terminating or suspending Your use or access to the Plan Services.

If You or RingCentral terminate or suspend Your right to use the Services, subject to applicable Law, You shall not be entitled to any refund or pro ration of any pre-paid amounts, Account Credits, or other amounts paid to RingCentral prior to the termination or suspension date.

D. 30 Day Cancellation for New Purchases

Customer may cancel any services purchased under this Agreement after November 1st, 2017, with written notice to RingCentral within thirty (30) days of the date in which the purchase becomes effective. In the event of a timely cancelation, Customer shall not owe any fees or charges for the services being canceled in respect of any period subsequent to the date of such written notice (except those arising from continued Usage), and shall be entitled to a pro-rata refund of any prepaid and unused fees for the services subject to the cancelation. All purchases are final after 30 days.

11. CHANGE

A. Service Changes

You understand and agree that RingCentral may make upgrades or changes to the Services which will not materially diminish the functionality of the Services without prior notice to You. In the event that a change to the Services would, in RingCentral's reasonable discretion and judgment, permanently and materially diminish or impair the functionality of the Services (a "**Change**"), and such Change is

unacceptable to You, You may terminate the Services without penalty within thirty (30) days of becoming aware of the Change by calling RingCentral at 3158-3302. Any use of the Services after such date will be deemed Your acceptance of the Change.

B. Future Changes to these TOS

RingCentral may change the terms of these TOS from time to time upon delivery of electronic or written notices to You. RingCentral generally provides written notice of changes to Your Account, including these TOS and any other legal agreements, via email, electronic notice on the Website or Your Admin Portal, or on Your billing statements, or as otherwise required by applicable Law. You agree to carefully read and review each such e-mail notice, electronic notice, and billing statement from RingCentral fully regarding any such notices of changes to Your Account.

Subject to applicable Law, the modified terms shall replace and supersede all previously agreed to electronic and written terms, as well as any prior versions of these TOS and become binding on You on the later of the date they are posted on the Website or as otherwise indicated in the notice to You. You agree that You are solely responsible for: (i) making sure that Your registered email account is current and functional; (ii) checking Your registered email account regularly; (iii) checking the Website and the Admin Portal regularly; and (iv) making sure that RingCentral communications are not blocked or rendered undeliverable by You, Your computer, any software installed on Your computer, Your Internet service provider, or for any other reason. Continued use of the Plan Services will constitute Your acceptance of the modified terms. If the terms of these TOS are amended and You do not wish to accept the modified terms, You may terminate your Account and any use thereof pursuant to, and in accordance with these TOS.

C. Promotional Services

You acknowledge and agree that in the event that RingCentral offers or provides You discounts or promotional services for Your Plan Services or an Account, RingCentral may terminate or modify the scope of such promotional services at any time without notice, unless RingCentral specifically agrees otherwise in writing in connection with its provision of the discounts or promotional services.

12. WARRANTY DISCLAIMER

RingCentral warrants that it shall provide the Plan Services with reasonable skill and care, within a reasonable time and substantially as described in this Agreement. To the extent permitted by law, the Plan Services are provided “as is” and “as available,” and RingCentral makes no promises or warranties, express or implied in relation to the Plan Services. Specifically and without limiting the foregoing in any way, RingCentral disclaims any warranty: (i) that any product or service will meet any particular requirements; (ii) that any product or service will be uninterrupted, timely, secure, error-free, or that any defects in any product or service will be corrected; or (iii) relating to the accuracy or reliability of the results obtained through use of your Plan Services, any Account, or any product or any user communications, data, information, or content downloaded or otherwise obtained or acquired through the use of any of the foregoing. The parties agree, and it is their intention, that in no event shall any warranty provided by Law apply unless required to apply by applicable statute notwithstanding their exclusion by contract. Without limiting the foregoing, You acknowledge and accept that certain Plan Services require You to have a stable, reliable and high-quality Internet connection at all times and

RingCentral will not be liable for Your inability to properly access or use the Plan Services resulting from no or poor Internet connectivity.

Some jurisdictions do not permit the disclaimer of certain implied warranties, so certain of the foregoing disclaimers may not apply to You. To the extent that RingCentral cannot disclaim any such warranty as a matter of applicable Law, the scope and duration of such warranty will be the minimum permitted under such Law.

In its marketing, advertising, offering, and sale of the Plan Services, RingCentral attempts to describe the Plan Services as accurately as possible. Nevertheless, to the fullest extent permitted by Law, RingCentral does not warrant that any such information about Plan Services, including related software and hardware, is accurate, complete, reliable, current, or error-free. It is possible that such may be inaccurate or out-of-date, such as listing erroneous or out-of-date pricing information or referring to services that are no longer available. Such information is provided only for customers' convenience and is not part of these TOS or any other agreement with RingCentral.

13. LIMITATION OF LIABILITY

A. Consequential Damages

In no event shall RingCentral be liable to You or any third party for loss of use, data, equipment, products, business opportunities, or profits; or special, exemplary, indirect, incidental, consequential, reputational, or punitive damages of any kind, however caused and whether arising under contract, warranty, tort (including negligence or strict liability), or any other theory of liability, even if RingCentral has been informed in advance of the possibility of, or could have foreseen, such costs, losses, or damages.

B. Direct Damages Cap

EXCEPT AS SET FORTH BELOW, RINGCENTRAL'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE PLAN SERVICES FEES PAYABLE HEREUNDER DURING THE ONE (1) MONTH IMMEDIATELY PRIOR TO THE DATE OF THE EVENT(S) GIVING RISE TO THE LIABILITY. THE LIMITATION OF LIABILITY SET FORTH IN THIS SUB-SECTION DOES NOT APPLY TO: (i) LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (ii) YOUR LIABILITY ARISING FROM YOUR ACTUAL OR ALLEGED BREACH OF SECTIONS 2 (ACCESS TO EMERGENCY SERVICES), 8 (USE POLICIES), 15 (NUMBER POLICIES), OR 4 (CUSTOMER SECURITY POLICY) OF THESE TOS.

C. Scope and Exceptions

The limitations and exclusions set forth in Section 21.B of the Agreement:

- I. Shall not disclaim, limit or exclude, liability for death or personal injury caused by a party's negligence or the negligence of a party's employees or agents, or for fraudulent misrepresentation;
- II. Shall apply to the fullest extent permitted by Law;
- III. Shall not disclaim, limit, or cap Your obligation to pay any fees or charges or other amount owed to RingCentral or any damages to which RingCentral is entitled under applicable Law for infringement of Intellectual Property;

- IV. Reflect the allocation of risk between the parties; and
- V. Shall survive termination or expiration of the Plan Services and apply in any and all circumstances, including without limitation in the event of any failure of the essential purpose of any limited warranty provided herein.

Some jurisdictions do not allow certain limitations of liability, so certain of the foregoing limitations may not apply to you.

14. INDEMNIFICATION

To the maximum extent permitted by applicable Law, You shall indemnify and hold harmless, individually and collectively, RingCentral, its affiliates, agents, resellers, and other providers who furnish goods and services to You in connection with the Plan Services, and their officers, directors, managers, employees, and shareholders (the "**Indemnified Parties**") from and against any and all liability, claims, losses (including loss of profits, revenue and goodwill), damages, fines, penalties, injuries to persons or property, costs, and expenses (including reasonable legal fees and dispute resolution expenses) arising from or related to: (i) the use of or reliance upon the Plan Services by You or any third party acting with Your permission, knowledge, authority or direction; (ii) a breach of the Agreement by You, or any End User; (iii) any negligent acts, omissions to act or wilful misconduct by You or any third party acting with Your permission, knowledge, authority or direction; (iv) the inability to use the Plan Services or failure or outage of the Plan Services for any reason, including but not limited to those related to making calls to emergency services such as 999, 995, 993 or other emergency responders; (v) the use of the Plan Services in connection with a violation of any Law; or (vi) the misappropriation, breach, violation, or infringement of any right, title or interest of any third party, including but not limited to, contractual rights, Intellectual Property rights, rights of privacy, and rights of publicity and personality.

15. DISPUTE RESOLUTION

In the event of any dispute, claim, question, or disagreement between You and RingCentral or any RingCentral Affiliate ("**Dispute**"), You and RingCentral shall first use reasonable efforts to settle the dispute, claim, question, or disagreement. To this end, You and an authorised member of RingCentral's legal department (or other representative of RingCentral designated by the legal department) shall consult and negotiate with each other in good faith and, recognising their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Neither You nor RingCentral shall file or pursue any Disputes in any court, administrative, arbitral, or other adjudicative body prior to engaging in such consultations and negotiations.

If You are a small business customer, then please also consult RingCentral's Code of Practice for Small Business Customers located at https://www.ringcentral.com/sg/en/legal/cop.html.

16. CUSTOMER SUPPORT AND FEEDBACK

If You have a customer support issue, You may visit https://support.ringcentral.com/sg/en/ or open a case with RingCentral Global Customer Care ("Customer Care") at https://support.ringcentral.com/sg/en/contact-support.html. Any End User contacting Customer Care

may be required to provide certain verifying information (e.g., the answer to a security question on file) to receive support from Customer Care, and Customer Care may limit the level of support that it will provide or scope of information that it will disclose or confirm to any inquiring End User based on the scope of his or her Account rights or permissions.

A. Basic Customer Support Services

RingCentral will make basic customer support available to You and Your End Users its customers via its call center, which will be available to attempt to resolve technical issues with, and answer questions regarding the implementation or use of, the Plan Services. Such Basic customer support services shall not include, and RingCentral shall have no obligation hereunder to perform, any of the following: (i) on-site support; (ii) implementation of any software or hardware; (iii) configuration of any device; (iv) dedicated representative support; or (v) network or third party equipment support. If You have a customer support issue, You may visit RingCentral Global Customer Care ("Customer Care") at https://support.ringcentral.com/sg/en/. Any End User contacting Customer Care may be required to provide certain verifying information (e.g., the answer to a security question on file) to receive support from Customer Care, and Customer Care may limit the level of support that it will provide or scope of information that it will disclose or confirm to any inquiring End User based on the scope of his or her Account rights or permissions.

For clarity, any Customer with more than two hundred fifty (250) employees shall be responsible to provide Helpdesk support to End Users. Helpdesk support (hereinafter "Helpdesk") means the logging of calls, managing End User's relations and answering initial inquiries including technical questions about the Plan Services that require an explanation of a feature, function, error message, installation or system administration. The Helpdesk support will be responsible to take a reported trouble, evaluate the trouble and resolve issues within its control, and when is unable to fix the problem, may route the trouble ticket technical issue to the RingCentral. Helpdesk and will act as the interface between RingCentral and the End Users. RingCentral may require Customer's Helpdesk support personnel to complete a series of training courses on RingCentral's products.

B. Premium Customer Support Services

Additional, premium customer support services are available, to customers who have at least two hundred fifty (250) employees, at an additional cost and subject to additional terms and conditions related to RingCentral's professional services. Please contact your sales representative or Customer Care to inquire about implementation services, or premium support services.

C. Customer Support Surveys and Feedback

From time to time, RingCentral may send You or Your End Users customer surveys, comment cards, customer satisfaction forms, or other requests to provide feedback. You hereby grant RingCentral, its licensors, and suppliers a perpetual, unlimited, worldwide fully-paid up, royalty free license to use all feedback, answers, ideas, comments, or other information You provide to RingCentral in response to any such requests.

17. ADDITIONAL TERMS FOR DIRECTORY ENQUIRIES SERVICE

RingCentral, if so required by the IDA, may provide directory enquiry services based on an integrated customer database upon request to any person whom to it provides the Services to, and / or, if so

required by the IDA, may provide directory enquiry services to customers of other such service providers. The provision of these two services may require RingCentral to exchange Your data with other service providers. This information may include, without limitation, Your company name, address, and phone numbers ("**Listing Information**"). You hereby permit and grant RingCentral a worldwide, irrevocable, non-exclusive, royalty-free, fully paid-up licence to use and disclose the Listing Information for these purposes. As a result of third parties' use of Your Listing Information, your data may enter the public domain, and RingCentral cannot control third parties' use of such information obtained through the directory enquiry services. You represent and warrant that the information provided in the Listing Information is true and accurate, and shall remain true and accurate (whether by updating such information or otherwise), at all times that You use the Services.

RingCentral bears no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Your telephone number; materials sent to You; inaccuracies, errors, or omissions with Listing Information; or any other use of such information. For the avoidance of doubt, RingCentral shall not be liable to You for any use by third parties of Your Listing Information obtained through directory enquiry services.

18. PRIVACY AND DATA

RingCentral respects Your privacy and will only use the personal data You provide to RingCentral in accordance with the Privacy Policy. By entering into the Agreement, you agree that you have read and understood the Privacy Policy.

A. Passive Conduit Role

You acknowledge and agree that: (i) RingCentral's role with respect to personal data You or Your End Users transmit, receive, and/or store through the Services or the individuals and third parties, if any, whom You or Your End Users contact through the Services and the content thereof ("Client Personal Data") shall be that of a passive conduit; and (ii) any storage of such Client Personal Data and/or Account Data by or on behalf of RingCentral shall be performed merely as a convenience to You and as a complement to and incidental to RingCentral's core data transmission function.

B. No Involvement if Content or Destination of User Communications

You acknowledge and agree that You are solely responsible for the content of all User Communications and Client Personal Data (including without limitation the accuracy, quality, legality, reliability, and appropriateness thereof and the IP Rights therein) and the selection or determination of the destination(s) and/or recipient(s) of any outbound User Communications. You shall be solely responsible for providing all required notices and obtaining all approvals, consents, or authorizations related to the use, reproduction, transmission, or receipt of the content of any User Communication and represent and warrant that You shall do so. RingCentral shall in no event (i) have any involvement or role in the creation, generation, editing, authorship, or revision of the content of any outbound User Communications or the selection or determination of the destination(s) and/or recipient(s) thereof or (ii) sell, rent, provide, or offer to You or any End-User any list of persons or entities or the telephone or facsimile numbers or other information relating there.

C. Disclaimer of Data Storage Responsibilities

You acknowledge and agree that: (i) RingCentral and its Affiliates shall have no obligation to store, retain, back-up, or ensure the availability of any stored Client Personal Data and/or Account Data; (ii) to the extent that You wish to retain any Account Data or other information relating to Your Plan, an Account, or the use thereof, You shall ensure that such information is downloaded, saved, and/or backed-up outside of Your Account, as necessary or appropriate for Your and/or the End-Users' purposes; (iii) You shall not rely on Your Plan or Account as a repository for or means by which to retain, store, or back-up Account Data or any other data, information, or materials; (iv) RingCentral may delete or purge any and all copies and versions of any stored Client Personal Data and/or Account Data or other data at any time, without notice, including without limitation after You delete any such information from an Account or after termination of this Agreement or closure of an Account; and (v) RingCentral may, in its sole discretion and option and without notice, implement reasonable limits as to the size or duration of storage of Account Data.

D. Access to Account Data

You and Your End Users can obtain any stored User Communications, Client Personal Data or Account Data with Your login credentials in the relevant RingCentral Administrative or Customer Portal. You acknowledge and agree that, notwithstanding anything to the contrary in these TOS, Neither RingCentral nor any RingCentral affiliates nor third-party service provider: (i) shall have no obligation to access, view, listen to, watch, or review any stored User Communications, Client Personal Data or to perform any task or undertake any role that would entail or require any of the foregoing; (ii) may not have access to stored User Communications, Client Personal Data or Account Data, or such access may be incomplete, limited, restricted, or subject to certain conditions; and (iii) RingCentral, its affiliates and third-party service providers' shall have the right to limit, restrict, condition, or eliminate the ability of any party to access any stored User Communications, Client Personal Data or Account Data in its sole discretion and without notice.

E. Record / Information Gathering and Production

You acknowledge and agree that the Plan Services do not include the performance of any of the following tasks or work by RingCentral, and in no event shall RingCentral be obligated under this Agreement to perform any of the following tasks or work: (i) the investigation, access, correction, alteration, gathering, compilation, review, verification, or production of any Account Data, Client Personal Data, or any other records, documents, information, or evidence related to You or Your Plan Services or transmitted, received, or stored through an Account; (ii) the provision of legal or other advice; or (iii) the provision of assistance, cooperation, or information beyond that which is directly and specifically related to RingCentral's fulfilment of its obligations under this Agreement or pursuant to applicable Law. Without limiting the foregoing, except as provided in this Agreement or required by Law, RingCentral is not obligated to: (i) determine, prove, or disprove any fact or claim; (ii) pursue or defend against any claim, allegation, action, lawsuit, demand, or proceeding; (iii) substantiate any party's compliance with any Law or legal process; (iv) respond to or comply with any request or demand; (v) identify any party; or (vi) conduct any surveillance.

F. Export of Account Data

You acknowledge and agree that: (i) any stored User Communications, stored Client Personal Data or Account Data, or other information or materials that You export will not be under RingCentral's control and will not be subject to or protected by RingCentral's security controls; (ii) linking or integrating Your Plan Services or Accounts(s) to or with any external service, environment, account or repository

(including without Dropbox, Box, Google Drive™, and OneDrive®) constitutes such exportation and RingCentral shall have no responsibility for, and makes no representation or warranty regarding, the security, privacy, or functionality of any such linked or integrated external service, environment, account or repository. You any Your End Users, as applicable, shall comply with all applicable Law relating to the use, disclosure, access, or export of data from Your Account(s).

G. Data Treatment for SG Customers

You acknowledge and agree that your personal information may be held by a Dutch subsidiary of RingCentral and that it may also be transferred to Affiliates and/or carefully selected third party service providers located outside the European Economic Area whose laws do not provide equivalent protection to Your home country. Prior to any such data transfer, we will implement appropriate contractual or other measures to ensure adequate protection for the personal data so transferred.

H. Recording of Information

The IDA requires Your records (including the date of activation of Your account, the Internet Service Provider account used by You, and the MAC or IP address used by You) to be kept, and made available for inspection by authorized Singapore government agencies. The IDA also requires that call detail records of all calls made and received through the Services be kept for a period of not less than 12 calendar months. The IDA also has the right to require RingCentral to record any other details as necessary. You acknowledge and agree that RingCentral is entitled to store such user information.

I. Release

You hereby release, discharge, and hold harmless RingCentral from and against any and all liability relating to or arising from its acts or omissions in accordance with this Section 17 to the fullest extent permitted under applicable law.

19. SENSITIVE PERSONAL INFORMATION

A. No Storage of Health Information

You acknowledge and agree that the Services are not designed, intended, or recommended for use as a repository or means by which to store health or other sensitive information. You represent and warrant that Your Plan and Your Plan Services will not be used for such purpose. **RingCentral specifically makes no representation, warranty, or guarantee that the Plan Services, the Account(s), or the products (or the use of any of the foregoing by any party) comply or will comply with any Law designed to protect health or other sensitive information**.

B. Operation of RingCentral HIPAA Conduit Setting; Consequences of Activation

RingCentral offers a "HIPAA Conduit Setting" for its United States customers, which was not designed for Singapore customers. Nevertheless, Singapore customers may activate this feature, however should You do so, it is Your responsibility to ensure that Your use of the feature complies with applicable Singapore laws. RingCentral makes no representations or warranties that its provision of the HIPAA Conduit Setting is compliant with Singapore law. You acknowledge that:

- (a) activation of the RingCentral HIPAA Conduit Setting may result in automatic and permanent deletion from the applicable Account(s) of Client Personal Data that are stored in those Account(s) and that are thirty (30) or more days old;

- (b) if any Client Personal Data that is thirty (30) or more days old are currently stored in the applicable Account(s), they may be permanently deleted from such Account(s), and such deletion may occur as soon as immediately after activation of the RingCentral HIPAA Conduit Setting;
- (c) the deletion functions described above may permanently delete Client Personal Data such that it is not retained by RingCentral in any form (including on any back up or disaster recovery system); and
- (d) the RingCentral HIPAA Conduit setting may disable SMS messaging through applicable Account(s) and attachment of voicemail and facsimile/internet facsimile messages to message notification emails sent by RingCentral in connection with any such Accounts.
- C. Release.

You hereby release, discharge, and hold harmless RingCentral from and against any and all liability relating to or arising from its acts or omissions in accordance with this Section 18.

20. LICENCE & RESTRICTIONS

A. Limited License

RingCentral grants You and Your End Users a limited, personal, revocable, non-exclusive, non-sub-licensable, non-assignable, non-transferable, non-resellable license to use the software and hardware provided in conjunction with the Plan Services during the Term in strict accordance with these TOS and solely for Your own internal business use. In the event of any expiration or termination of your subscription to the RingCentral Plan Services or termination of pursuant to these TOS, all license rights granted herein or in connection with any software or hardware provided under these TOS, immediately terminate. Any IP Rights in the Plan Services or in any technology used in the provision thereof are and shall remain the sole and exclusive property of RingCentral and its licensors. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors, and no IP Rights or other rights or licenses are granted, transferred, or assigned to You, any End User, or any other party by implication, estoppel, or otherwise. You acknowledge that misuse of the Plan Services may violate third party IP Rights in the software and/or hardware provided in conjunction with the Plan Services. You may not use or disclose any Intellectual Property or IP Rights in the Plan Services or any hardware or software related to the same except as expressly contemplated by this section.

B. RingCentral's IP Rights

You agree that all rights, title and interest in and to all Intellectual Property in the Plan Services, any software or hardware used in conjunction with the Plan Services, and any materials provided in connection with the Plan Services are owned exclusively by RingCentral or its licensors. Except as expressly provided herein, the limited license granted to You under the Plan Services does not convey any ownership or other rights, express or implied, in the Plan Services, any materials provided in connection with the Plan Services, or in any Intellectual Property.

C. Use and Disclosure of Intellectual Property

You represent, warrant, covenant and agree that You shall not disclose or use any of the Intellectual Property in the Plan Services, any software or hardware used in conjunction with the Plan Services, or

any marketing materials for any purpose following termination of the Plan Services or the limited license granted thereunder to use the Plan Services. You further represent and warrant that neither You nor any End User shall reverse engineer, disassemble or decompile any prototypes, software or other tangible object which embody RingCentral's Intellectual Property.

D. New Versions of the Software

RingCentral, in its sole discretion, reserves the right to add, remove, or modify features or functions, and to provide fixes, updates and upgrades to the Plan Services without notification to you. You acknowledge and agree that RingCentral has no obligation to make available to You any subsequent versions of the Plan Services; provided, however, RingCentral shall make available to You any such features, functions, fixes, updates and upgrades and subsequent versions of the Plan Services that RingCentral makes generally available at no additional charge to customers who subscribe to the same edition of the Plan Services purchased by You. In addition, You and RingCentral acknowledge that no third-party has any obligation whatsoever to furnish maintenance or support services with respect to the Plan Services and that RingCentral is solely responsible for the provision of maintenance and support as provided in these TOS and to the extent such maintenance and support is required under applicable Law.

E. Publicity Rights

You agree that RingCentral may identify You as a user of the Services in its business deals, press releases, marketing materials, electronic, printed, and broadcast advertising, newsletters, mailings, tradeshows, other promotional materials, on the Website, or any other third-party website where RingCentral or its designated agents may promote the Services; accordingly, You hereby grant RingCentral and its agents an irrevocable, perpetual, worldwide, non-exclusive, fully paid-up, royalty-free licence (with right to sublicense) to use, reproduce, publish, and display Your name, trade marks, service marks, designs, logos, and symbols in connection with such purpose.

F. Additional Licences

The Plan Services may comprise or incorporate services, software or products developed or provided by third parties, including open source software or code. Use of such third party services, software and products shall be governed by the terms and conditions issued by the relevant third party and, in connection with Your use of the Plan Services, you agree to comply with all such third party terms and conditions in full. RingCentral may update the third party services, software and products used in connection with the provision of the Plan Services from time to time in its sole discretion. Without limiting the foregoing You agree to comply with the following third party terms and conditions:

- I. JSON Framework License[1]
- II. KissXML License[2]
- III. Global IP Solutions iLBC Public License[3]
- IV. libSRTP License[4]
- V. Vovida Software License[5]
- VI. PortAudio[6]

21. INTELLECTUAL PROPERTY INFRINGEMENT

A. No Obligation to Monitor

Materials may be made available via the Plan Services by third parties not within RingCentral's control. RingCentral is under no obligation to, and does not, review content transmitted, sent, or received using Plan Services for purposes of determining Intellectual Property infringement. Notwithstanding the foregoing, RingCentral reserves the right to terminate access to the Plan Services if a user infringes third party Intellectual Property rights, and will, in appropriate circumstances, terminate access to the Plan Services if RingCentral determines that a user is a repeat infringer.

B. Takedown Requests

The Copyright Act 2021 limits the liability of network service providers ("**NSPs**") in copyright infringement lawsuits for copyright infringements committed by their users, subject to NSPs meeting certain conditions under the Copyright Act. RingCentral may be considered an NSP under the Copyright Act. Consequently, in such circumstances RingCentral will not be liable for damages for copyright infringements.

Upon good faith belief that copyrighted content transmitted via RingCentral is infringed, the copyright owner or its agent may send RingCentral a take-down notice requesting removal of the infringing content or blocking access to it. Also, the party against whom a take-down notice has been filed may submit a counter-notice. Notices and counter-notices may be sent to RingCentral's designated representative for receiving such notices at the following postal address or optionally our email address:

- 30 Raffles Place
- #23-01 Oxley @ Raffles
- Singapore 048622

The take-down notice must include information prescribed under the Copyright Act, which includes (i) an electronic or physical signature of the owner (or person authorised to act on behalf of the owner) of the copyrighted work; (ii) a description of the copyrighted work that is claimed to have been infringed upon; (iii) information to enable RingCentral to locate the copyrighted work and information identifying the location of the infringing material; (iv) name, address (if not resident in Singapore, address for service in Singapore), telephone number, and e-mail address of the owner of the copyrighted work; (v) a statement by the owner of the copyrighted work or its agent asserting good-faith belief that the use in question is not authorised by the copyright owner, its agent, or the Law; (vi) a statement by the owner of the copyrighted work or its agent that the foregoing information in the notice is accurate and affirming ownership of the copyright or authorised to act on the copyright owner's behalf, (vii)_a statement that the owner of the copyrighted work requires RingCentral to remove the material, and (viii) an agreement that the owner of the copyrighted work submits to the jurisdiction of the Singapore Courts.

Any take-down notice or counter-notice must be truthful, complete and accurate. Under the Copyright Act, any person found to have made a false statement in a take-down notice or counter-notice (a) which impacts the notice materially and (b) which is false, which he knows to be false, or which he does not believe to be true will be guilty of an offence, and liable to any person who suffers any loss or damage as a result of the take-down notice.. Parties should seek the advice of legal counsel before

submitting a take-down notice or counter-notice. Upon receipt of the take-down notice, RingCentral will take reasonable steps to transmit the take-down notice to the party who has transmitted or received the allegedly infringing copyrighted work, and to transmit any counter-notification to the complaining party. RingCentral may, at its sole discretion, suspend, terminate, or disconnect access to, and use of, the Plan Services or an Account if it is deemed that such party has engaged in more than one instance of copyright infringement.

22. GENERAL TERMS

A. Relationship of the Parties

The parties' relationship under the Agreement is that of independent contractors. Nothing in the Agreement shall constitute or create any employment, partnership, association, joint venture, agency, or fiduciary relationship between the parties. Neither party shall have the authority to bind or obligate the other party in any way.

B. Notices

Notices to You shall be effective on the date sent to Your registered electronic mail address when sent by email or, at RingCentral's option, three (3) days following the date sent by post postage prepaid, and addressed to Your current address on Your Account. You are responsible for notifying RingCentral of any changes in Your contact information or address through Your Account settings page or by contacting customer service at 3158-3302.

Written notice to RingCentral shall be effective when directed to RingCentral's Legal Department and received at RingCentral's then-current address as posted on the Website. Your notice must specify Your name, Account information, and security verification question and answer. All notices from You to RingCentral must be made in writing.

C. RingCentral Communications

You agree that RingCentral may send, or have sent, to You, Account Administrators, contacts, and/or End Users Service Communications, and Marketing Communications. RingCentral shall not send Marketing Communications to You or Your End Users without providing prior notification and the right to opt out. You hereby consent to RingCentral's distribution of Service and Marketing Communications in accordance with this Sub-Section entitled "RingCentral Communications". In the event that You or any End User provides RingCentral with any feedback, answers, ideas, comments, or other information in connection with any of the foregoing communications, You hereby grant RingCentral a perpetual, irrevocable, unlimited, worldwide, fully-paid up, royalty free right and license to use the same.

D. Force Majeure

Excluding either party's payment obligations under the Agreement, neither party shall be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that party's reasonable control, including without limitation any act of God; national emergency; riot; war; terrorism; governmental act or direction; Laws; breach, delay, act, or omission of any supplier, carrier, contractor, subcontractor, or business partner; failure, outage, or unavailability of third party network(s) or system(s); fibre, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; criminal acts of third parties, earthquake; storm; hurricane; flood, fire, or other natural disaster; or strike or labour disturbance (each a "**Force Majeure**"). In the event that a

Force Majeure prevents a party's performance for more than forty-five (45) consecutive days, either party may terminate the particular Agreement document(s) impacted.

E. Third Party Beneficiaries

RingCentral's Affiliates shall have the benefit of and the right to enforce all provisions of the Agreement which benefit and are enforceable by RingCentral. Subject to the foregoing, you agree that none of the terms in the Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act, Chapter 53B, by any person not a party to it.

F. Choice of Law

The Agreement and Your use of the Plan Services shall be governed by and construed under the laws of the Republic of Singapore and You agree to submit to the non-exclusive jurisdiction of the Singapore courts.

G. Class Action Waiver

Any actions, lawsuits, or proceedings shall be conducted solely on an individual basis and the parties expressly waive any right to bring any action, lawsuit, or proceeding as a class or collective action, group litigation, or in any other proceeding in which any party acts or proposes to act in a representative capacity.

H. Equitable Relief

You agree that any breach of RingCentral's Intellectual Property will cause RingCentral irreparable harm for which monetary damages will be inadequate and RingCentral may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement.

I. No Waiver

In no event shall any failure or delay by RingCentral to: (i) assert or exercise any right; (ii) demand fulfilment or performance of any obligation; or (iii) avail itself of any remedy under the Agreement, in whole or in part, be deemed a waiver of any right or remedy under the Agreement on such occasion or any other occasion. Except as otherwise expressly stated in the Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

J. Interpretation

The Agreement, including the documents incorporated in the Agreement, constitutes the entire agreement between You and RingCentral with respect to the Plan Services and supersedes all prior or contemporaneous understandings regarding such subject matter.

If any part of the Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect.

The failure of RingCentral to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or any other provision.

The section titles in the Agreement are for convenience only and have no legal or contractual effect.

This electronic document and any other electronic documents, policies, and guidelines incorporated herein will be: (i) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; (ii) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (iii) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation, or administrative proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

K. Assignment

Either party may assign the Agreement and any of its rights and obligations hereunder with the other party's prior written consent (which such consent shall not be unreasonably withheld), except that RingCentral may, without notice, assign the Agreement and all of RingCentral's rights and obligations hereunder to: (i) an Affiliate; or (ii) RingCentral's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets, or the transfer or disposition of more than fifty percent (50%) of a RingCentral's voting control or assets. Any purported transfer or assignment in violation of this section is void. Subject to the foregoing, the Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns, and legal representatives.

L. Severability

If any provision or portion of the Agreement is determined to be invalid, unlawful, illegal, void, or unenforceable, in whole or in part, then: (i) that provision or portion shall be construed in such a manner as to render the provision or portion enforceable and, to the extent possible, to reflect the parties' original intent and (ii) the remaining provisions and portions of the Agreement shall remain in full force and effect.

M. Survival

The following provisions of these TOS will survive termination or expiration of these TOS for the maximum term allowed by Law: (i) Your payment obligations; (ii) terms relating to Intellectual Property ownership, customer representations, confidentiality, storage of user information, publicity rights, non-disparagement, indemnification, warranty disclaimers, limitations of liability, dispute resolution and arbitration, and choice of law; and (iii) all provisions that are intended by their nature to survive termination of the Agreement.

23. DEFINITIONS

All capitalised terms used in these TOS shall be defined in accordance with the following definitions or as otherwise defined herein.

- **A. "Account Administrator"** means those End User(s) of an Account who may possess or obtain rights to set or modify the settings or preferences of other End Users of that Account.
- **B. "Account"** means the numbered account established with RingCentral that contains any of the following information: Your true, accurate, current, and complete personal name or business name, administrator name, NRIC number, passport number or business registration number (as the case may be, and as recognized by the authorized establishments in the country of your

origin) billing address, shipping address, the address where the Plan Services will primarily be used, the records of Your Digital Lines, subscriptions, and any Plan Services that You have purchased from RingCentral. Multiple services, Digital Lines, or End Users may be included in a single account.

- **C. "Account Data"** means Registration Information, and the RingCentral-generated logs of calling activity stored within that Account.
- **D. "Account Security Incident"** means any actual or suspected unauthorised activity, erroneous billing, or breach or compromise of any Password Information or the security or privacy Your Plan, an Account, or any Account Data.
- **E. "Admin Portal"** means the website through which You may enter Registration Information, purchase and register additional IP Desk Phones or Softphones, purchase additional products or Services, or make modifications to, or control, Your Account in any other way.
- **F. "Affiliate"** a person or entity that is controlled by that party, controls that party, or is under common control with a party (provided that for purposes of this definition, "control" means beneficial ownership of all of an entity's then-outstanding voting securities or ownership interests).
- **G. "Applications"** means software applications made available to You as part of the Services, such as the RingCentral Mobile Application and Softphone.
- **H. "Complementary Services"** means those Services which are complementary to the Principal Services and may be added to, or removed from, Your Plan from time to time, such as Contact Center, Glip, Rooms, Connector and other services made available by RingCentral from time to time.
- **I. "Digital Line"** means a digital voice line allowing the placement of external outbound calls and receipt of external direct inbound calls.
- **J. "Embargoed Area"** means a country or region that is subject to a United Kingdom, United States, Canadian, United Nations, or European Union embargo or economic sanctions, including without limitations destinations designated by the UK Foreign & Commonwealth Office, the UK HM Treasury, the United States Government in Country Group E or Part 746 of the Export Administration Regulations (15 CFR Part 730-774), or otherwise subject to territorial sanctions under regulations administered by the United Kingdom Foreign & Commonwealth Office, the United Kingdom HM Treasury, the United States Department of the Treasury, the United States Office of Foreign Assets Control, or other governmental authorities with jurisdiction.
- **K. "End-Point"** means a point through which any End User might access and/or use the Plan Services, including without limitation all IP Desk Phones and all Softphones, instances of the RingCentral Mobile Applications, and all devices or VoIP infrastructure on which any Softphone or such instance is installed or through which the Plan Services may be accessed or used.
- **L. "End User"** means the user of a virtual extension or individual digital line set up within an Account or an individual assigned thereto by You or by RingCentral at Your direction or request.
- **M. "Export Control List"** means any list maintained by the government of United Kingdom, the United States or any other country of entities or individuals that are subject to export controls or economic sanctions, including without limitation the United States Commerce Department's

Denied Parties List, Entity List, or Unverified List; the United States Department of the Treasury's or the United States Office of Foreign Assets Control's Specially Designated National List; Sectoral Sanctions List; Foreign Sanctions Evaders List; the UK Strategic Export Control List; and similar lists of entities, organisations, or individuals subject to export control restrictions or economic sanctions that are maintained by other agencies of the United Kingdom Government, the United States Government, the United Nations, the European Union, or any other governmental authority with jurisdiction.

- **N. "Glip"** means the business messaging, presence, video conferencing, task management, notes, calendars, file sharing, and product integrations (such as Google Drive, Dropbox, Box, Asana, JIIRA and Evernote), together referred to as Glip or Glip Services.
- **O. "Intellectual Property"** means mean 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) trade marks, 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).
- **P. "IP Desk Phone"** means a telephony hardware device that uses VoIP to place and transmit telephone calls over an IP network.
- **Q. "Law"** means any applicable foreign, federal, state, local, or other law (statutory, common or otherwise), legislation (primary or secondary), statutory provision, statutory instrument, constitution, treaty, convention, ordinance, equitable principle, code, directive, edict, decree, rule, order, requirement, regulation, guidance, executive order, or other similar authority issued, enacted, adopted, promulgated, implemented, applied, or otherwise put into legal effect by or under the authority of any governmental entity in any relevant jurisdiction.
- **R. "Order"** means any physical contract, order form, purchase order, or order for additional services placed through the Admin Portal.
- **S. "Password Information"** means any and all passwords, PINs, IVR PIN codes, security questions or answers, and other access-related credentials related to Your Plan Services or an Account.
- **T. "Plan"** means the plan subscriptions available for purchase from RingCentral for selected Services pursuant to an Order (including any free trial of such subscription).
- **U. "Plan Fees"** means the fees payable by You in consideration for the provision of the Plan Services.
- **V. "Plan Services"** means any Services forming part of your Plan and/or any software or hardware used in conjunction with those services.
- **W. "Principal Services"** means those core Services which are provided by RingCentral as part of a Plan.

- **X. "Registration Information"** means any information You or Your End Users may be required to provide in connection with Account registration or subsequent Account updates.
- **Y. "RingCentral Mark"** means a trade mark, service mark, copyright, or logo of RingCentral.
- **Z. "RingCentral Mobile Application"** the RingCentral application for mobile devices through which You may access certain Services.
- **AA. "RingCentral Parties"** collectively, RingCentral, its Affiliates, and their officers, directors and employees.
- **BB. "Services"** means RingCentral's voice and advanced communications services, comprising the Principal Services and Complementary Services.
- **CC. "Softphone"** means an instance of the RingCentral Softphone desktop software application used to access the Plan Services.
- **DD. "Taxes"** means any present or future taxes, levies, imposts, duties, deductions, charges, fees or withholdings imposed, levied, withheld or assessed by any governmental authority (including, without limitation, value added, sales or turnover taxes), together with any interest, additions or penalties imposed thereon and with respect thereto.
- **EE. "Term"** means the Initial Term together with any Renewal Terms.
- **FF. "Third Party Mark"** means a trade mark, service mark, copyright, or logo of a third party.
- **GG. "Usage"** means toll-free usage, local usage, long-distance usage, international usage, and any other usage of an Account that could result in charges for calling, messaging, or other activity.
- **HH. "User"** means any End User or any person or entity using or accessing Your Account, or the Plan Services, with or without your permission or knowledge.
- **II. "User Communications"** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, conferences or other communications transmitted or stored through the Plan Services.
- **JJ. "Voice/Text Feature"** means any functionality or feature of the Plan Services that converts voice content to text content or vice versa.
- **KK. "Website"** means the RingCentral website located at https://www.ringcentral.com/sg/en/.