RINGCENTRAL TERMS OF SERVICE

Last Updated: October 20, 2017

These Terms of Service (the "**TOS**") constitute the entire agreement between RingCentral, Inc. ("**RingCentral**") and you on behalf of yourself and any entity that you represent ("You"), as the user of RingCentral's voice and advanced communications services, collaboration services, and any associated software and hardware or web-accessible portals, including the Plan Services. This TOS governs Your use of the Plan Services provided by RingCentral. These TOS were previously known as the End User License Agreement and Terms of Service; any references to the "End User License Agreement" or the "EULA TOS" in any RingCentral publications, notices, or agreements refer to these TOS.

There are important 911 terms related to Your VoIP services, please review the entire TOS. By activating the Plan Services, You acknowledge that You have read, understood and agree to these terms and conditions.

If You are uncomfortable with the limitations of the RingCentral 911 service, You should consider using an alternative means of access to traditional 911 or E911 services or discontinuing the Plan Services.

By subscribing to or using Plan Services, including those services, features or functionality provided by means of mobile applications, or by downloading installing, or using any associated software or hardware, You agree to these TOS. If You do not wish to accept these TOS, do not subscribe to or use any Plan Services or associated software or hardware.

When You accept these TOS by signing up for, subscribing to, downloading and installing any RingCentral software or using the RingCentral Plan Services, You represent and warrant that: (i) You possesses 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 organization, You are informing RingCentral that You are authorized to bind that organization, and references to "You" in these TOS expressly includes without limitation the entity You represent; and (iv) You shall be bound by the agreement.

Any capitalized terms set forth below not otherwise defined have the meanings set forth in Section 24 ("Definitions") below.

1. Operation and Limitations of the RingCentral 911 Service

A. RingCentral Provides Access to Emergency Calling Services (911).

RingCentral provides access to emergency calling services, allowing most RingCentral MVP users to access either basic 911 or Enhanced 911 (E911) service. Your access may differ depending on Your location or the device You are using, and emergency calling services work differently 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.**

RingCentral MVP users using IP Desk Phones or 911-Enabled Softphones can dial 911 directly from their IP Desk Phones or 911-Enabled Softphone. EMERGENCY CALLS CANNOT BE PLACED THROUGH SOFTPHONES THAT ARE NOT 911-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 911 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 911 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 RingCentral MVP user dials 911 on an IP Desk Phone or 911-Enabled Softphone, the RingCentral phone number and the Registered Address You have provided is sent to the local emergency center serving Your location. Your "Registered Address" is the address of the physical location where You will use Your Plan Services. In some areas, emergency operators have access to this information; however, in areas where only basic 911 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, 911 calls dialed from Your RingCentral MVP device cannot be directed to the local emergency response center, and are instead directed to a National Emergency Call Center (the "**NECC**"). 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 911 network. 911 calls that are directed to the NECC may not include Your RingCentral telephone number or Your registered address. Trained operators at the NECC will request Your name, location, and telephone number and attempt to reach emergency responders in Your local area. Until You give the operator Your phone number, and location, he/she may not be able to call You back or dispatch help to Your location if the call is dropped or disconnected.

C. Service limitations.

RingCentral 911 service 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 RingCentral MVP 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 a 911 call. RingCentral 911 service may not be available if You are dialing from a RingCentral number that is not a Canadian or United States 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 RingCentral MVP Service for each Digital Line, including each IP Desk Phone and each 911-Enabled Softphone. This is Your Registered Address. You agree that You will accurately register each individual line through the Account Admin Portal or the Customer 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 911 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 up to several hours 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 911-Enabled Softphone, and that their End Users are aware of how the Registered Address can be changed.

E. Text-to-911 Services.

In some areas, emergency operators are able to receive text messages sent to 911. In areas where it is available, Your Office Service allows Emergency SMS messages, also known as Text-to-911, only through the RingCentral Mobile Application. Texts to 911 by RingCentral MVP users relying on the RingCentral MVP Mobile Application are automatically directed to the native dialer on the mobile phone, allowing You to send the text through Your wireless service provider, if available. If wireless service is unavailable, the text cannot be sent. Text-to-911 is not available on tablets or other mobile devices without a native phone dialer and a wireless service subscription.

F. 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 911 Service from Your RingCentral MVP IP phone, other equipment or the RingCentral 911-Enabled Softphone. You agree to affix a RingCentral-provided sticker warning that 911 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 911 calls and/or sending text messages to 911.

G. 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 911 Services and Text-to-911 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 911 calls and text messages to local emergency response centers and to the NECC. RingCentral does not have control over local emergency response centers, the NECC, emergency responders, or other third parties. RingCentral disclaims all responsibility for the conduct of local emergency response centers, the NECC 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 911 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 911 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 911 or access emergency service personnel for any reason.

2. Plan Subscription

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 4(a) (IP Network Sufficiency), below. RingCentral does not provide any access to the Internet.

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, including but not limited to, 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

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 to the RingCentral customer by either RingCentral or a third-party vendor. The terms and conditions that govern any equipment, including but not limited to, purchases, warranties, returns, exchanges and claims, can be found at the web page entitled "Terms and Conditions of Sale of Hardware at https://www.ringcentral.com/legal/hardware-tos.html. These terms and conditions may be updated at any time with or without notice to You.

3. 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 and/or calling to Alaska, Hawaii, and/or Puerto Rico 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 images, voicemail audio files, Glip messages, and SMS text messages to message notification emails 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".

4. Service Requirements and Limitations

A. 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 underperformance of the Plan Services or other services utilizing the same network, services, or connection; and (iii) 3G, LTE 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 standard 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 underperformance of the Plan Services related to Your IP network or connection.

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

B. 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 and implementing regulations, including without limitation the Truth in Caller ID Act.

RingCentral has no obligation to disclose, display, or transmit any such information for or in connection with any Customer Communication. You agree to indemnify and hold harmless RingCentral from any and all third party claims, losses, damages, fines, or penalties arising out of Your breach of this Section.

C. Operator Assisted Calling, 311, 511 and other X11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). Your Plan Service may not support 211, 311, 411, 511, and/or other N11 calling (except as otherwise provided in these TOS) in one or more service areas.

D. 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 Customer 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.

E. Use of Third Party Devices

RingCentral does not guarantee or make any representation or warranty that any IP Desk Phones and/or other equipment related to I Desk Phones which are not purchased through or supplied by RingCentral or its designated third-party vendor 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.

F. Use of Mobile Application

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

5. Use Policies

A. High Risk Use

YOU ACKNOWLEDGE THAT THE PLAN SERVICES ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE FOR ANY HIGH-RISK OR FAIL-SAFE PURPOSE OR ACTIVITY OR IN ANY ENVIRONMENT WHERE FAILURE, INTERRUPTION, MALFUNCTION, ERROR, OR UNAVAILABILITY COULD RESULT IN SUBSTANTIAL LIABILITY OR DAMAGES, PHYSICAL HARM OR PERSONAL INJURY, DEATH OR DISMEMBERMENT, OR PROPERTY OR ENVIRONMENTAL DAMAGE. YOU REPRESENT AND WARRANT THAT

YOU AND YOUR END USERS WILL NOT USE THE PLAN SERVICES FOR ANY SUCH PURPOSE OR ACTIVITY OR IN ANY SUCH ENVIRONMENT.

B. Acceptable Use

NEITHER YOU NOR ANY OF YOUR END USERS SHALL USE THE PLAN SERVICES FOR ANY ILLEGAL, FRAUDULENT, IMPROPER, OR ABUSIVE PURPOSE OR IN ANY WAY THAT INTERFERES WITH RINGCENTRAL'S ABILITY TO PROVIDE HIGH QUALITY SERVICES TO OTHER CUSTOMERS, PREVENTS OR RESTRICTS OTHER CUSTOMERS FROM USING THE SERVICES, OR DAMAGES ANY RINGCENTRAL'S OR OTHER CUSTOMERS' PROPERTY.

A breach of obligations in this Section 5 (Use Policies) constitutes a material breach of these TOS, such that RingCentral may suspend service, terminate the Agreement immediately, or take any other action RingCentral deems necessary to provide the Plan Services to you and others; to protect you, the Plan Services, and the RingCentral networks; and to enforce the terms of this Section.

Neither You nor any End User may use or allow use of the Plan Services in any of the following ways:

(i) Illegal or inappropriate behavior. Using the Plan Services in any manner that is in violation of applicable Law, obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, malicious, infringing, tortious, or invasive of another's privacy.

(ii) Distracted driving. You are responsible for the safe use of the Plan Services for any End User accessing Your account. You shall require the End Users of Your Plan Services to become familiar and comply with all local laws before using a wireless device and mobile applications while operating a motor vehicle. Never text or use text-based messaging (including Glip) while driving. For more information see www.nhtsa.gov (click on "Driving Safety" then on "Distracted Driving").

(iii) Spamming. Sending messages or advertisements, including email, voicemail, SMS, or faxes, without the consent of the recipient or otherwise in violation of applicable Law.

(iv) Blasting. Intentionally engaging in blasting or broadcasting bulk communications, advertisements, or messages, including without limitation through email, voicemail, SMS, facsimile, or internet facsimile, except where expressly permitted herein.

(v) Harvesting information. Harvesting or otherwise collecting information about others, including email addresses, without their consent or in breach of applicable data protection or privacy laws.

(vi) Auto-dialing. Performing auto-dialing or 'predictive' dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls) in violation of applicable Law, or in an excessive or otherwise abusive manner.

(vii) Transmitting viruses. Negligently, recklessly, knowingly, or intentionally transmitting any material that contains viruses, time bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.

(viii) ID spoofing. Creating a false Caller ID identity ("ID spoofing") or forged email/SMS addresses or headers, or otherwise attempting to mislead others as to the identity of the sender or the origin of any communication made using the Plan Services.

(ix) Infringement of rights. Transmitting any material that may infringe, misappropriate, or otherwise violate the Intellectual Property rights, rights of privacy, personality, or publicity or other rights of

RingCentral or third parties, including but not limited to the display or use of any RingCentral Mark in any manner that violates RingCentral's then-current policies on its trademark and logo usage or without RingCentral's express prior written permission, or display or use of any Third-Party Mark without the prior written permission of the third party that owns any such Third-Party Mark.

(x) Derivative Works. Undertaking, directing, attempting, causing, permitting, or authorizing the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Plan Services or any other software or hardware provided by RingCentral and used in conjunction with the Plan Services.

(xi) Illegal communications. Transmitting any communication that would violate any applicable Law, or using the Plan Services to facilitate any illegal activity.

(xii) Excessive usage. Utilizing the Plan Services in excess of what, in RingCentral's reasonable discretion, would be expected of normal business use.

(xiii) Interfering with another customer's use of the Plan Services. Using the Plan Services in any way that interferes with, disrupts, prevents or restricts other customers' and third parties' use and enjoyment of the services.

(xiv) Network Interference. Interfering with, or disrupting, networks or systems connected to the Plan Services.

(xv) Avoiding compliance. Using or employing methods and/or devices that are designed or likely to take advantage of, bypass, exploit, or otherwise avoid compliance with the Agreement or applicable Law.

(xvi) Granting rights to third parties with respect to the Plan Services. Selling; reselling; distributing; leasing; exporting; importing; or otherwise granting or purporting to grant rights to third parties with respect to the Plan Services, and any software or hardware used in conjunction with the Plan Services or any part thereof without RingCentral's prior written consent.

(xvii) Unauthorized usage. Undertaking, directing, attempting, causing, permitting, or authorizing the copying, modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Plan Services or any software and hardware used in conjunction with the Plan Services, or part thereof.

(xviii) Circumvention of security measures. Defeating, disabling, or circumventing any security mechanism related to the Plan Services.

(xix) Interception. Intercepting, capturing, sniffing, monitoring, modifying, emulating, decrypting, or redirecting, any communication or data for any purpose, including, without limitation, by causing any product to connect to any computer server or other device not authorized by RingCentral or in any manner not authorized in advance in writing by RingCentral.

(xx) Unauthorized repair. Allowing any service provider or other third party – with the sole exception of RingCentral's authorized maintenance providers acting with RingCentral's express, prior authorization – to use or execute any software commands that facilitate the maintenance or repair of any software or hardware used in conjunction with the Plan Services.

(xxi) Unauthorized Access. Gaining access to or using (or attempting to gain access or use) any device, system, network, account, or plan in any unauthorized manner (including without limitation through password mining).

(xxii) Trunking. Engaging in or to allowing trunking or forwarding of Your RingCentral telephone or facsimile number to (an)other number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system.

(xxiii) Traffic Pumping. Engaging on or allowing traffic pumping or access stimulation of calls through Your Plan Services or the RingCentral systems.

(xxiv) Using any RingCentral Mark without consent. Displaying or using any RingCentral Mark in any manner in violation of the applicable RingCentral Party's then-current policies on its trade mark and logo usage or without the applicable RingCentral Party's express, prior written permission, to be granted or denied in that RingCentral Party's sole discretion.

(xxv) Using any Third Party Mark without consent. Displaying or using any Third Party Mark without the prior, written consent of the third party that owns the Third Party Mark.

(xxvi) Protected Health Information. If You qualify as a "covered entity," "business associate," or "subcontractor" under HIPAA or are otherwise subject to HIPAA: (1) transmitting, receiving, or storing protected health information ("**PHI**") on a non-temporary basis, transmitting or receiving PHI; or otherwise using the Plan Services without the RingCentral HIPAA Conduit setting being active and in effect.

C. Customer Legal Compliance

You represent and warrant that all use and Usage of the Plan Services, and Your Account(s), will at all times comply with all applicable Laws, including but not limited to the rules, policies and regulations of the Federal Communications Commission ("**FCC**") or the Canadian Radio-Television and Telecommunications Commission ("CRTC"), as applicable, and all Laws relating to Do-Not-Call provisions; unsolicited marketing; telemarketing; faxing; 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, Canada, or foreign governments; consumer protection; pornography; trade practices; false advertising; unfair competition; anti-discrimination; harassment; defamation; intellectual property; or securities.

D. Unsolicited Advertisements and TCPA Compliance

Certain communication practices – including without limitation, the placing of unsolicited calls; the placing of commercial messages; the sending of unsolicited facsimile, internet facsimile, SMS, or other messages; and the use of certain automated telephone equipment to place certain calls – are regulated in the United States by the Federal Telephone Consumer Protection Act of 1991 (also known as the "**TCPA**") (available at https://www.fcc.gov/document/telephone-consumer-protection-act-1991), the Junk Fax Prevention Act of 2005, and under a number of similar state, municipal or local laws, regulations, codes, ordinances and rules, and in Canada by the CRTC pursuant to Canada's Anti-Spam Law ("CASL") (available at https://laws-lois.justice.gc.ca/eng/acts/E-1.6/index.html).

You agree, represent 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 communications made using Your Plan Services ("**Customer Communication**");

II. All content, communications, files, information, data, and other content provided for transmission through Your Office Plan, and Account, or the Plan Services will be provided solely for lawful purposes, and in no event shall any Customer Communication or any content thereof be in violation of the TCPA, Junk Fax Prevention Act, CASL, or any other Law; and

III. No unsolicited advertisements, commercial messages, 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.

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 TCPA, Junk Fax Prevention Act, CASL, or any similar regulation or legislation; 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.

E. Export Restrictions

You acknowledge and agree that the software and/or hardware used in conjunction with the Plan Services may be subject to Canada, United States and other foreign Laws and regulations 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 organization on any Export Control List, or to any person, entity, or organization subject to economic sanctions due to ownership or control by any such person, entity, or organization, without prior authorization by license, license exception, or license exemption; and (ii) the Plan Services and RingCentral software and/or hardware will not be Used or accessed from any Embargoed Area.

F. 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, province to province, 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.

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 RingCentral'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 RingCentral shall be authorized to remove such number from an Account in the event that it is not actually available.

B. Number Porting Policy

I. Federal Porting Law. Number porting is defined and regulated by the FCC in the United States, and by CRTC in Canada.

II. 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.

III. 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.

IV. 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.

V. 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.

VI. 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.

VII. 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.

C. Number Publication by Customer

Neither You nor any End User may publicize, list, or communicate any number that You believe to be assigned to Your Plan Services or Account(s), or purchase or invest in any materials or media reflecting any such number unless and until You have verified that such number(s) is(are) active and functioning as desired, including without limitation by test calling such number(s) from a non-RingCentral service plan and verifying that the fees and charges that will be incurred in connection with use of such number(s) are acceptable to You.

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, 411 and 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, 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 for Plan Service. You may change Your Plan Service plan at any time; however, a one-time processing fee of ten dollars ($10) 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 RingCentral Plan Service. If You receive any equipment discounts associated with a Plan Service plan and subsequently change that plan to one that does not offer those equipment discounts, You agree to reimburse RingCentral, and hereby authorize 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 or services, including without limitation the Plan Services, 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

RingCentral offers several different plans for its products and services. Some of the plans provide for a fixed number of monthly usage minutes ("**Plan Credits**"). If You exceed Your monthly Plan Credits during the course of a Service month, You may purchase additional **Plan Credits** as needed. RingCentral may also provide You certain bonus credit minutes and/or other promotional incentives (e.g., "tell-a-friend" credits) upon fulfillment of the applicable promotion requirements. All of the Plan Credits are quoted in terms of domestic minute usage, and may be referred to on the RingCentral website or by a RingCentral Customer Service representative as "minutes". 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, 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 the RingCentral 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. "Unlimited" does not refer to types prohibited by these TOS, including trunking, access stimulation, reselling of the Plan Services, etc. All unlimited plans are subject to fair usage and the terms and restrictions of these TOS. If, for any reason, RingCentral believes that Your usage of the unlimited plan and services violates these TOS, then RingCentral may, in its sole discretion with or without notice, either terminate Your unlimited plan, suspend the Plan Services, or immediately convert Your unlimited plan to a metered plan, as set forth above.

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

In no event shall any Toll-Free Minute, International Minute Credit, 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 to only the Account for which they were purchased and/or provided, and may not be sold, transferred, assigned, or applied to any other Account, account, plan, or customer. Credited Toll-Free Minutes not applied to Usage of 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 (or "roll over" to) 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 service. 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 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 Services Fees for each monthly billing cycle. Any applicable initiation charges, monthly recurring charges, support charges, Taxes, and other fees are billed in full in advance. Termination, Usage, international minutes, equipment return fees and transfer charges, if any, are billed in arrears. 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 Account Credits.

B. Taxes and Fees.

All fees for Services advertised or otherwise listed on the RingCentral 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 federal, state, provincial, local, or international law or regulation, as well as any administrative and recovery fees and charges levied on the Plan Services by RingCentral, whether or

not mandated by law or regulation. 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 Transactions

In the event that any purchase, transaction, or event involving or resulting in an annually-incurred Plan Services amount occurs subsequent to the beginning of an annual 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) eighteen percent (18%) 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 these TOS 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 check, ACH, Wire or credit card or debit card. You agree to be liable for a processing fee in the amount of the lesser of: (i) fifty dollars ($50.00); or (ii) the highest amount allowed by Law for any credit card chargeback or check or other payment returned for nonpayment.

When You subscribe to Plan Services, You will provide us with a payment method, such as a valid credit card or information for invoicing (if You are pre-approved by RingCentral in its sole discretion to be billed via invoice, and RingCentral reserves the right to revoke such approval and switch You to credit card billing in its sole discretion), and, if applicable, authorize us to collect from the payment method provided. Any authorization to charge a provided credit card will remain valid until thirty (30) days after You withdraw the authorization, or immediately upon provision of a replacement valid credit card. Upon termination of this Agreement, we will charge You any fees and any other outstanding charges and disconnect Your service. You agree to advise and notify us of any changes to Your payment method, such as credit card account number or expiration date changes. If the credit card 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 Service and terminate Your Account if Your payment method is declined or fails for any reason, or if You withdraw authorization 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 Service 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 that Your bank or credit card company perform a chargeback or decline to process a check 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 unauthorized use of Your Account.

9. Data Privacy, Access, and Retention

A. Data Privacy

The Parties acknowledge and agree that: (i) RingCentral's role with respect to any personal identifiable information You or Your End Users transmit, receive, and/or store through the Plan ("Customer Personal Data") is governed by the RingCentral Privacy Notice.

B. Disclaimer of Data Storage Responsibilities

You acknowledge and agree that: (i) neither RingCentral nor any RingCentral affiliated entity or third-party service provider shall have any obligation to store, retain, back-up, or ensure the availability of any stored Customer Communications, Customer Personal Data or Account Data; (ii) to the extent that You wish to retain any Customer Communications, Customer Personal Information or Account Data or other information relating to Your Plan Services or Your Account(s), You shall ensure that such information is downloaded, saved, and/or backed-up outside of Your Plan Services or Account(s), as necessary or appropriate for Your and/or the End Users' purposes; (iii) You shall not rely on Your Plan Services or Account(s) as a repository for or means by which to retain, store, or back-up Customer Communications, Customer Information Data or Account Data or any other data, information, or materials; (iv) RingCentral may delete or purge any and all copies and versions of any stored Customer Communications, Customer Personal Information 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 the TOS 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 Customer Communications, Customer Personal Information or Account Data.

C. Access to Data

You and Your End Users can obtain any stored Customer Communications, Customer Personal Information 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 Customer Communications, Customer Personal Information 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 Customer Communications, Customer Personal Information 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 Customer Communications, Customer Personal Information or Account Data in its sole discretion and without notice.

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 these TOS 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, Customer Communications, 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 counsel; or (iii) the provision of assistance, cooperation, or information beyond that which is directly and specifically related to RingCentral's fulfillment of its obligations under these TOS or pursuant to applicable law.

For the avoidance of doubt, except as provided herein 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.

D. Export of Data

You acknowledge and agree that: (i) any stored Customer Communications, stored Customer Personal Information 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).

E. 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 entitled "Treatment of Customer Communications, Content, and Account Data."

10. RingCentral and HIPAA

A. No Storage of Personal Health Information.

You acknowledge and agree that the use of Plan Services other than on the HIPAA Conduit Setting as described in Section B are not designed, intended, or recommended for use as a repository or means by which to store "protected health information," as defined under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and similar legislation in other jurisdictions, and the regulations promulgated pursuant thereto (such laws and regulations, "**HIPAA**"; such information, "**PHI**") on a non-temporary basis, and You represent and warrant that neither Your Plan Services nor any ancillary product or service that is a part thereof will be used for such purpose. **RINGCENTRAL SPECIFICALLY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT YOUR PLAN SERVICES, THE ACCOUNT(S), OR THE PRODUCTS (OR THE USE OF ANY OF THE FOREGOING BY ANY PARTY) COMPLIES OR WILL COMPLY WITH HIPAA OR ANY OTHER LAW OR WILL RENDER ANY PARTY COMPLIANT WITH HIPAA OR ANY OTHER LAW.**

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

RingCentral offers a HIPAA Conduit Setting for its United States based customers. You acknowledge that:

- I. activation of the RingCentral HIPAA Conduit Setting may result in automatic and permanent deletion from the applicable Account(s) of Customer Communications that are stored in those Account(s) and that are thirty (30) or more days old;
- II. if any Customer Communications that are 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;
- III. the deletion functions described above may permanently delete Customer Communications such that they are not retained by RingCentral in any form (including on any back up or disaster recovery system); and
- Ⅳ. the HIPAA Conduit Setting will disable attachment of voicemail, SMS, and facsimile/internet facsimile messages to message notification emails sent by RingCentral in connection with any such Accounts.
- Ⅴ. The HIPAA Conduit Setting will disable message notification emails of any Glip messages.

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 entitled "RingCentral and HIPAA."

11. Account Disputes

The Account owner shall be the legal entity (e.g., corporation, partnership, individual) that signs up for the Plan Services with RingCentral. If no legal entity is provided upon sign-up, the Account owner shall be the owner of the credit card used to open the Account. Subsequent changes to ownership must be supported by appropriate legal documentation.

A. Account Disputes

You agree that in no event shall RingCentral be obligated to – and in no event shall You request that RingCentral – participate in or act as the arbiter, adjudicator, or intermediary with respect to any claim or dispute relating to the ownership or control of, or rights relating to, Your Plan Services, any Account, any numbers assigned to an Account, or any Account Data or other information related to an Account or Your Plan Services ("**Account Ownership Disputes**"). In the event of any Account Ownership Dispute, RingCentral is authorized to take any course of action that it deems to be appropriate, including without limitation declining to take any action.

B. Access to Account Data or Customer Communications

As permitted or required by Law, RingCentral may access, monitor, use or disclose Your Account Data, Customer Communications, and/or Customer Personal Information for the purposes including but not limited to (i) comply with the Law or respond to lawful requests or legal process; (ii) protect the rights or property of RingCentral, RingCentral's agents, RingCentral's Affiliates, RingCentral's customers, and other third-parties including to enforce RingCentral's agreements, policies and terms of use; (iii) respond to emergencies; (iv) initiate, render, bill, and collect for services; or (v) facilitate or verify the appropriate calculation of Taxes, fees, or other obligations due or pursuant to a local, state, provincial, federal, or foreign government requirement.

C. Release

You agree to release, discharge, and hold harmless RingCentral from and against any and all liability relating to or arising from their acts or omissions related to any Account Ownership Dispute or in seeking to comply with any Law or any Legal Process.

12. Customer Support and Feedback

If You have a customer support issue, You may visit https://support.ringcentral.com/ or open a case with RingCentral Global Customer Care ("**Customer Care**") at https://support.ringcentral.com/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 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. 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.

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 and evaluate a reported technical issue, resolve any issue within its control, and when unable to fix the problem, may route the issue to RingCentral. Helpdesk 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 its customers 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.

13. Additional Terms and Conditions for RingCentral Global Office

If You have subscribed to RingCentral's Global Office ("**RGO**"), this section sets forth additional terms and conditions concerning RGO.

Additional updates or notices related to Your services in RGO countries are available at https://www.ringcentral.com/legal/policies/global-office-countries.html.

A. Registered Address Required.

A Registered Address is required in most jurisdictions. You and Your End Users shall use the Plan Services at the Registered Address provided for the relevant Digital Line.

B. Emergency Service Limitations.

RingCentral provides access to emergency calling services in many, but not all, countries in which RGO is available, allowing most RingCentral MVP Users to access Emergency Services (911 in the United States and Canada, 999/112 in the United Kingdom and throughout the European Union, 999/995/993 in Singapore, and any other applicable Emergency Services number). Your access may differ depending on Your location or the device You are using, and it works differently than You may have experienced using traditional wireline or wireless telephones. Access to emergency calling services in RGO countries, where available, is subject to the limitations set forth in Section 1 (Operation and Limitations of the RingCentral 911 Service) above. **It is strongly recommended that You have an alternative means for placing emergency calls available at all times.**

C. Disclaimer of Liability for Emergency Services in RGO Countries.

You represent and warrant that You have made available and will maintain at all times traditional landline and/or mobile network telephone services that will enable users of Your Plan Services to call 911/112/999 and/or any other applicable Emergency Services number. You represent and warrant that You will not use the Plan Services in environments requiring fail-safe performance or in which the failure of the Plan Services could lead directly to death, personal injury, or severe physical or environmental damage.

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.

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.

D. RGO Service Provided in Connection with Home Country Service.

RingCentral will provide RGO Service to You only in connection with Your Plan Service in the Home Country. You represent and warrant that: (i) You have a presence in the Home Country and will continue to have a presence in the Home Country throughout the term of these TOS; and (ii) that Your purchase of RGO Service is in connection with Your subscription to Plan Services in the Home Country. RingCentral may immediately terminate Your RGO Service if You no long have any lines or Plan Service in the Home Country.

You acknowledge and agree that all billing for the RGO service will be done in the Home Country using the Home Country's currency. Customer agrees, at all times during the term of these TOS, to provide a billing address located in the Home Country.

You acknowledge and agree that all documentation, licenses, and services in connection with RGO Service will be provided only in English and governed by the Law of the Home Country.

E. Relationships with Local Providers.

In connection with the provision of the Global Office Services, RingCentral relies on local providers to supply certain regulated communication services to you, for example (1) for the provision of local telephone numbers within local jurisdictions, (2) to enable you to place local calls within local jurisdictions, and (3) to enable You to receive calls from non-RingCentral numbers on Your Global Office telephone number, by connecting with the local public switched telephone network. You hereby appoint RingCentral as your agent and attorney, and such appointment is coupled with an interest and is irrevocable, to conclude and enter into agreements with Local Partners on your behalf to obtain such services from the local provider.

Compliance with the terms of this Agreement is essential to legally obtaining Global Office services. You represent and warrant at all times that you shall not do or omit to do anything which may cause RingCentral to breach or violate any applicable Law, or otherwise expose RingCentral to liability.

14. Additional Terms for RingCentral Glip

The Plan Services include the use of RingCentral Glip ("**Glip"**), this section sets forth the additional terms and conditions governing the use of Glip. These terms may have different meanings when not applied to Glip.

A. Definitions Specific to Glip: for the purposes of this Section 14 (RingCentral Glip) only, the following terms are defined as follows:

I. "**Customer Data**" means any information provided by the customer to RingCentral, or data that is uploaded and/or shared through Glip, including without limitation, conversations, files, schedules, tasks, agent names, phone numbers, text messages, email addresses, skills, and work performance metrics, or any other content provided by the customer. It shall also be defined as the contact history, which is a record of the transactions processed by RingCentral Glip. Items in contact history may include automatic number identification, caller identification, point of contact information, the contents of any recorded call and other miscellaneous information from contact types such as chat, text, e-mail, or other work items.

II. "**Customer Contact Data**" includes the names, addresses, phone numbers, email addresses and other information that users shared on Glip.

III. "**Customer Content**" means any information that is transmitted through, stored in, or processed by Glip that is generated by (a) the customer or (b) a third party interacting with the customer through Glip. Customer Content includes, without limitation, any files a customer uploads to Glip, notes a customer posts to Glip, and the contents of any conversations in which customer engages through Glip.

B. Customer's Responsibilities Specific to Glip

In addition to any of the customer responsibilities under Section 5 (Use Policies), the customer agrees that any use of Glip shall also be governed by the following:

I. Customer is solely responsible for any and all content which is posted, accessed, shared or used through Glip;

II. Customer shall not upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of Glip or any other RingCentral system, or any third-party's computer, system or network;

III. Customer shall not misrepresent the customer's or its End User's identities to other users of Glip, RingCentral's Plan Services, or any third party through the Plan Services;

IV. Customer shall not use the Glip to send unsolicited commercial e-mail ("**UCE**") to any person (UCE includes, without limitation, any e-mail that is sent to a person whom Customer has no prior business relationship or who has not consented to receiving the communication, and any other e-mail communication that violates any Applicable Law prohibiting the transmission of spam);

V. Customer shall not use Glip to transmit, receive, store, process, create or maintain PHI;

VI. Customer shall not use Glip to infringe the rights of others, including without limitation transmitting, distributing, storing, or processing customer Content in Glip in violation of a third party's Intellectual Property Rights;

VII. Customer shall not use Glip to interfere with other End Users, agents, services, or equipment of Glip;

VIII. Customer shall not use Glip to interfere with the integrity or performance of RingCentral's Plan Services or any third-party data contained in Glip or transmitted through the Plan Services;

IX. Customer shall not use Glip to make available any unsolicited or unauthorized advertising, promotional material, or any other form of solicitation, including without limitation in violation of the TCPA, CRTC, EC Directive, or the SCA, CMCA and PDPA, or any other similar law, rule or regulation;

X. Customer shall not use Glip to manipulate any identifiers to disguise the origin of any communication transmitted through Glip or the Plan Services; and

XI. Customer may not use manual or automated devices, software, or other processes to crawl or spider web pages provided by or on behalf of RingCentral, including without limitation those provided in connection with Glip.

C. Proprietary Rights Specific to Glip

Customer Data. As between RingCentral and the customer, all title and Intellectual Property rights in and to the Customer Data and Customer Content is owned exclusively by the customer. Customer hereby grants a royalty-free, fully paid-up, worldwide, limited, non-assignable, non-sublicenseable right and license to RingCentral and its affiliates and subcontractors to copy, duplicate, transmit, process, and use Customer Data and Customer Content to provide services to the customer in connection with the customer's subscription to Glip.

Customer Content. All Customer Content that is posted, accessed, shared or stored through Glip is solely the responsibility of the the customer. RingCentral makes no representation, warranty, assurance, guarantee or inducement of any kind with respect to the Customer Content, including without limitation, any warranty of accuracy or completeness, merchantability or fitness for a particular purpose, or with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights, or other rights of third persons or entities. RingCentral will use commercially reasonable efforts to ensure the confidentiality of Customer Content. RingCentral shall in no way be liable to the customer in the

event third parties have access to the customer's Customer Content because the customer has provided such access.

Customer Identity. RingCentral makes no representation, warranty, assurance, guarantee or inducement of any kind with respect to the identity of End Users with whom the customer may interact when using Glip, the authenticity of any profile or other information that End Users may provide about themselves, or any relationships that End Users purport to have.

Generally. Any Customer Data or Customer Content that is found to be, or that RingCentral suspects is, in violation of these Online Terms may be removed by RingCentral with or without notice to the customer or any End User of Glip.

D. Theft of Glip Services; Notices to RingCentral

Customer is responsible for monitoring the customer's and all End-User's use of Glip for possible unlawful or fraudulent usage. The customer shall notify RingCentral immediately if the customer becomes aware or has reason to believe that its services through Glip are being stolen or fraudulently used. The customer acknowledges and agrees that the customer's failure to notify RingCentral may result in the termination of the Plan Services and additional charges to the customer. RingCentral shall not be liable for any damages whatsoever resulting from fraudulent or unauthorized use of the customer's account. The customer shall be liable for all use of Glip through its subscription, including any and all stolen Plan Services or fraudulent use of Glip.

E. Data Storage and Management Specific to Glip

Glip uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the service. Glip owns all Intellectual Property relating to Glip software application and the Glip services. The customer retains all rights to Customer's data that the customer provides to RingCentral pursuant to the customer's use of Glip.

The customer acknowledges and agrees that its data may be stored in servers located in the United States, Canada, United Kingdom, Switzerland or in any other country, depending on decisions made by RingCentral or its storage providers in their sole discretion. RingCentral shall take reasonable precautions—including, without limitation, technical, administrative and physical measures—to safeguard the customer's information. RingCentral shall use commercially reasonable technical safeguards such as firewalls and data encryption to secure the customer's data. The customer acknowledges and agrees that RingCentral may authorize access to personally identifiable information, including without limitation email addresses, for those employees, contractors and agents who need to know that information in order to operate, develop or improve RingCentral's services.

RingCentral may destroy all Customer Content thirty (30) days after the deactivation of the customer's subscription to Glip Services or the Plan Services, if applicable.

F. Collection and Use of Customer Contact Information Through Glip

RingCentral collects the e-mail addresses of individuals who communicate via Glip, or communicate with RingCentral via e-mail. RingCentral collects information on web pages End Users access or visit, and information volunteered by the End User. This may include, but is not limited to things like consumer survey information and site registrations.

Customer Contact Data provided by End Users is available to other users within Glip operating within the customer's domain, or to external users when invited by someone within the customer's domain. RingCentral uses Customer Contact Data to enable the Glip Services to function properly, to complete exchanges of information between End User of Glip, to administer the customer's account, to improve the Plan Services and to detect and prevent fraud. RingCentral may also use Customer Contact Data to contact Customer to provide the customer with information about the Plan Services, including information about security or other technical issues, or to request feedback or input.

15. Service and Promotional Communications and Publications

A. Erroneous Product Information

In its marketing, advertising, offering, and sale of the Plan Services, RingCentral attempts to describe the Plan Services as accurately as possible. Nevertheless, 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 or features that are no longer available. Such information is provided only for customers' convenience and is not part of these TOS, any agreement for the purchase of Plan Services, or any other agreement with RingCentral.

B. 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 15(B) 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.

C. Directory Listing Service

You acknowledge and agree that in the event that You subscribe to the RingCentral directory listing service, the information that You provide in connection with such subscription (i) may be used or reproduced by, or disclosed to, third-parties and otherwise made publicly available, (ii) RingCentral may not be able to have such information or listing removed, altered, updated, or corrected, and (iii) You and End Users may receive calls,

messages, mailings, and other communications from third parties as a result of Your participation in the RingCentral directory listing service. You represent and warrant that all information provided by You or any End User related to any subscription to the RingCentral directory listing service will be true, accurate, and up-to-date and that You shall promptly update any such information in the event that it changes or becomes inaccurate. You hereby authorize and grant RingCentral a worldwide, irrevocable, non-exclusive, royalty-free, fully paid-up license to use, disclose, transmit, publish, or publicize, in any medium or technology now or hereafter available, all information that You provide in connection with subscribing to, participating in, or using the RingCentral directory listing service. You hereby release, discharge, and hold harmless RingCentral from and against any and all liability relating to or arising from any publication or listing of information in connection with Your subscription to the RingCentral directory listing service and any third party's use of the same.

16. Copyright Infringement

Pursuant to the Digital Millennium Copyright Act of 1998 (17 U.S.C. § 512) (the "DMCA") upon good faith belief that copyrighted content transmitted via RingCentral is infringed, the copyright owner or its agent may send RingCentral a notice requesting removal of the infringing content or blocking access to it. Also, the DMCA allows a party against whom a notice of copyright infringement has been filed to submit a counter-notice. Notices and counter-notices must meet the then-current statutory requirements implemented by the DMCA. Notices and counter-notices may be sent to RingCentral's registered copyright agent at the following postal address or optionally our email address:

RingCentral, Inc.
20 Davis Drive
Belmont, CA 94002
USA
legal@ringcentral.com

The notice must include: (i) an electronic or physical signature of the owner (or person authorized 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 reasonably sufficient to permit RingCentral to locate the copyrighted work; (iv) address, 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 authorized by the copyright owner, its agent, or the Law; and (vi) a statement by the owner of the copyrighted work or its agent, made under penalty of perjury, that the foregoing information in the notice is accurate and affirming ownership of the copyright or authorized to act on the copyright owner's behalf.

Any notice or counter-notice must be truthful and must be submitted under penalty of perjury. A false notice or counter-notice may give rise to personal liability. Parties should seek the advice of legal counsel before submitting a notice or counter-notice. Upon receipt of the notice, RingCentral may make a good faith attempt to transmit the 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 ’s access to and use of the Plan Services or Account if it is deemed that such party has engaged in more than one instance of copyright infringement.

17. End User License and 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 Plan Services in its business deals, press releases, marketing materials, electronic, printed, and broadcast advertising, newsletters, mailings, tradeshows, other promotional materials, on RingCentral's website, or any other third-party website where RingCentral or its designated agents may promote the Services. You hereby grant RingCentral and its agents an irrevocable, perpetual, worldwide, non-exclusive, fully paid-up, royalty-free license (with right to sublicense) to use, reproduce, publish, and display Your name, trademarks, service marks, designs, logos, and symbols in connection with such purpose.

18. 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 888-898-4591. Any use of the Services after the such date will be deemed Your acceptance of the Change.

B. Future Changes to these TOS

We 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 RingCentral Website or Your Account Page, 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 RingCentral website (www.ringcentral.com) 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 RingCentral Website and Your Account page 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 these TOS as provided for in Section 19 entitled "Termination".

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.

19. 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 888-898-4591, subject to the restrictions and fees provided in these TOS, 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 prorated refund. After thirty (30) days, if You terminate the Plan Services prior to the end of Your 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 :

I. RingCentral determines or reasonably suspects that You have materially breached these TOS;

II. RingCentral determines that You have created or caused to be created multiple free accounts;

III. RingCentral determines that You have used a fraudulent credit card to pay for Service charges on Your Account;

IV. RingCentral determines that You have verbally insulted, abused, or harassed any of its employees, contractors, agents, or other representatives;

V. You did not or will not reasonably comply or cooperate with any applicable Law or regulation, or RingCentral is made aware of allegations of the same;

VI. RingCentral is ordered by law enforcement or other government agencies to suspend or terminate Service to Your Account;

VII. 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;

VIII. Except to the extent prohibited by applicable Law, You file a petition in bankruptcy or if a petition in bankruptcy 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;

IX. 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;

X. You violate applicable Law; or

XI. As otherwise contemplated by these TOS.

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, 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 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.

20. Warranty Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLAN SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE.

SPECIFICALLY AND WITHOUT LIMITING THE FOREGOING IN ANY WAY, RINGCENTRAL SPECIFICALLY DISCLAIMS ANY WARRANTY: (i) THAT ANY PRODUCT WILL MEET ANY PARTICULAR REQUIREMENTS; (ii) THAT ANY PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR THAT ANY DEFECTS IN ANY PRODUCT WILL BE CORRECTED; OR (iii) RELATING TO THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH USE OF YOUR OFFICE PLAN, ANY ACCOUNT, OR ANY PRODUCT OR ANY CUSTOMER 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. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

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.

21. Limitation of Liability

A. Consequential Damages

IN NO EVENT SHALL RINGCENTRAL BE LIABLE TO YOU OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT, COVER, OR SUBSTITUTION GOODS OR SERVICES; LOSS OF USE, DATA, EQUIPMENT, PRODUCTS, BUSINESS OPPORTUNITIES, OR PROFITS; INTERRUPTION OF BUSINESS; TRANSACTIONS ENTERED INTO OR NOT ENTERED INTO; 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 1 (OPERATION AND LIMITATIONS OF THE RINGCENTRAL 911 SERVICE), 5 (USE POLICIES), 6 (NUMBER POLICIES), OR 3 (CUSTOMER SECURITY POLICY) OF THESE TOS.

C. Scope and Exceptions

THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 21.B. (Direct Damages):

I. SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW,

II. SHALL NOT DISCLAIM, LIMIT, OR CAP CUSTOMER'S 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 IP RIGHTS,

III. REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES, AND

IV. 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.

22. 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 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 attorneys' 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 these TOS by You, or any End User; (iii) any negligent acts, omissions to act or willful 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 calling, "911" or other emergency responders; (v) the use of the Plan Services in connection with a violation of any applicable law, code, regulation, or ordnance; 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.

23. General Terms

A. Relationship of the Parties

The Parties' relationship under these TOS is that of independent contractors. Nothing in these TOS 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 deposited in regular United States Mail, 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 888-898-4591.

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 RingCentral's Website, available here. 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. 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); fiber, 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 labor 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.

D. Third Party Beneficiaries

Nothing in these TOS, express or implied, is intended to or shall confer upon any person or entity other than the Parties themselves any right, benefit, claim, or remedy as a third party beneficiary or by any other nature whatsoever under or by reason of these TOS.

E. Choice of Law

These TOS and Your use of the Plan Services shall be governed by and construed under the laws of the State of California and the United States without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these TOS or Your sign up or use of the Plan Services.

F. Dispute Resolution and Optional Arbitration

In the event of any dispute, claim, question, or disagreement between You and RingCentral ("Dispute"), You and RingCentral shall first use reasonable best efforts to settle the dispute, claim, question, or disagreement. To this end, You and an authorized 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, recognizing 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.

Notwithstanding the adjudication requirement above, for any Disputes involving ten thousand dollars ($10,000) or less, either party may choose to resolve such Dispute through binding, non-appearance-based arbitration (i.e., arbitration conducted online, through written filings, and/or via teleconference). Such arbitration shall be conducted through an established alternative dispute resolution provider mutually agreed upon by the parties, and any judgment rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision shall be final and legally binding.

In the event of any litigation (including arbitration) between You and RingCentral, the non-prevailing party shall reimburse the prevailing party for all reasonable and documented attorneys' fees, costs, and expenses relating to the Dispute.

Some jurisdictions may place limits on governing law, venue, and/or dispute resolution provisions, so certain of the foregoing requirements in this section may not apply to You.

G. Venue

You agree that any Disputes shall be adjudicated in the state and federal courts of the State of California, U.S.A. Venue for any Disputes shall be the court of proper jurisdiction in the City and County of San Francisco, California. You agree to submit to the exclusive jurisdiction of such courts with respect to any Disputes and agree not to bring any Disputes in any other court or adjudicative body. You hereby consent to venue and personal jurisdiction in such courts with respect to such Disputes and irrevocably waive any right that You may have to assert that such forum is not convenient or that any such court lacks jurisdiction.

H. Equitable Relief

You agree that any breach of RingCentral’s IP Rights 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. Class Action Waiver.

Any actions, lawsuits, or 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, private attorney general action, or in any other proceeding in which any party acts or proposes to act in a representative capacity.

J. Consumer Notice

The following specific consumer rights notice is hereby provided under California Civil Code Section 1789.3 to California customers and users of the Products: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N Street, #501, Sacramento, California 95814, or by telephone at (916) 445-1254.

K. No Waiver

In no event shall any failure or delay by RingCentral to: (i) assert or exercise any right; (ii) demand fulfillment or performance of any obligation; or (iii) avail itself of any remedy under these TOS, in whole or in part, be

deemed a waiver of any right or remedy under these TOS on such occasion or any other occasion. Except as otherwise expressly stated in these TOS or an agreement document duly executed by both RingCentral and You, all rights and remedies stated in these TOS are cumulative and in addition to any other rights and remedies available under these TOS, any agreement document, at Law, or in equity.

L. Interpretation

These TOS, including the documents incorporated herein, 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 these TOS 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 these TOS shall not constitute a waiver of such right or any other provision.

The section titles in these TOS 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.

M. Assignment

Either party may assign these TOS 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 TOS 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, these TOS shall be binding on and inure to the benefit of the parties, their successors, permitted assigns, and legal representatives.

N. 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.

O. 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 this agreement.

P. Language

The parties confirm that it is their express wish that the TOS, as well as any other documents relation to this TOS, including notices, schedules and authorizations, have been and shall be drawn up in the English language. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.

Q. Currency

All dollar amounts are expressed in Canadian dollars for Canadian customers and in United States dollars for American customers, or as agreed by the parties.

24. Definitions

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

A. "911-Enabled Softphone" means a Softphone for which the RingCentral 911 Service is supported.

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, 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 unauthorized activity, erroneous billing, or breach or compromise of any Password Information or the security or privacy Your Office Plan, an Account, or any Account Data.

E. "Admin Portal" or **"Customer Portal"** means the website through which the customer enters Registration Information, may purchase and register additional IP Desk Phones or Softphones devices, purchase additional products or services, or make modifications to or control the customer's RingCentral Account in any other way.

F. "Customer Communications" means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, conferences or other communications transmitted or stored through the Plan Services.

G. "Digital Line" means a digital voice line allowing the placement of external outbound calls and receipt of external direct inbound calls.

H. "Embargoed Area" means a country or region that is subject to a Canadian, United States, United Nations, or European Union embargo or economic sanctions, including without limitations destinations designated by Foreign Affairs, Trade and Development Canada, 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 Foreign Affairs, Trade and Development Canada, the United States Department of the Treasury, Office of Foreign Assets Control, or other governmental authorities with jurisdiction.

I. "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 or Desktop 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.

J. "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.

K. "Export Control List" means any list maintained by the government of Canada, the United States or any other country of entities or individuals that are subject to export controls or economic sanctions, including without limitation the Foreign Affairs, Trade and Development Canada Export Control List, 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; and similar lists of entities, organizations, or individuals subject to export control restrictions or economic sanctions that are maintained by other agencies of the Canadian Government, the United States Government, the United Nations, the European Union, or any other governmental authority with jurisdiction.

L. "Home Country" means the country in which the relative majority (plurality) of the Digital Lines in Your Plan Services are provided to You, based on the Registered Address for each Digital Line.

M. "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: (i) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (ii) copyrights and copyright registrations, and "moral" rights; (iii) the protection of trade and industrial secrets and confidential information; (iv) other proprietary rights relating to intangible property; (v) trademarks, trade names and service marks; (vi) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (vii) analogous rights to those set forth above; and (viii) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).

N. "IP Desk Phone" means a telephony hardware device that uses VoIP to place and transmit telephone calls over an IP network.

O. "IP Rights" means any and all patents, copyrights, trademarks, service marks, trade secrets, and other Intellectual Property rights in the Plan Services or in any technology used in the provision thereof.

P. "Law" means any federal, national, municipal, local, state, or international law, statute, regulation, code, ordinance, or restriction; treaty or convention; or court or administrative ruling.

Q. "Legal Process" means any court or administrative order, subpoena, civil investigation demand, warrant, or other official request, order, or process.

R. "Marketing Communications" means occasional non-bulk sales-related communications, and any other communications solely or primarily designed to market products.

S. "Office Services" means the voice, online meeting, video conferencing, and related services, applications, and product integrations, together referred to as RingCentral MVP.

T. "Office Plan" means the subscription You are purchasing for RingCentral MVP services.

U. "Order" means any physical contract, order form, purchase order, or order for additional services placed through the Admin Portal.

V. "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.

W. "Plan Services" means the services purchased under these TOS or any contract between the customer and RingCentral, including but not limited to Office Services, Contact Center Services, Glip Services, RingCentral Fax services or RingCentral Pro services, and any software or hardware provided by RingCentral and used in conjunction with those services.

X. "IP Desk Phone" means an IP Desk Phone that has been successfully provisioned to access the Plan Services, through the provisioning process in the applicable Admin or Customer Portal.

Y. "Registered Address" means the address of the physical location where You will use the RingCentral MVP service, including each IP Desk Phone and each 911-Enabled Softphone.

Z. "Registration Information" means any information You or Your End Users may be required to provide in order to begin using or to update the Plan Services, activate features, or add or modify an individual line or extension (e.g., activating an Account or End User or provisioning a device).

AA. "RingCentral Mark" means a United States and foreign trademark, service mark, copyright, or logo of RingCentral.

BB. "RingCentral Mobile Application" the RingCentral MVP application for mobile devices.

CC. "Service Communications" means any communications related in whole or in part to the administration, support, use, Usage, development, or improvement of its services (including without limitation communications related to billing, payment, Usage, purchases and other transactions, Customer Communications, upgrades, updates, installations, new products, security issues, support cases, and/or customer satisfaction

DD. "Softphone" means an instance of the RingCentral Softphone desktop software application used to access the Plan Services.

EE. "Taxes" means all federal, state, provincial, local, and municipal sales, international excise, value-added, transactional, regulatory, and other taxes and assessments and other governmental fees, surcharges, levies or amounts (including without limitation charges related to the recovery of amounts contributed to any contribution, universal service or other governmental fund or entity, whether or not such recovery is mandated by any Law).

FF. "Text-to-911" means the ability to send SMS messages to 911.

GG. "Third Party Mark" means a United States and foreign trademark, service mark, copyright, or logo of a third party.

HH. "Toll-Free Minute" means minutes of usage incurred on toll-free numbers assigned to an Account.

II. "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.

JJ. "Voice/Text Feature" means any functionality or feature of the Plan Services that converts voice content to text content or vice versa.