

RingCentral Beta Testing Agreement

This RingCentral Beta Testing Agreement (Beta Agreement) is entered into between RingCentral, Inc. ("RingCentral"), and Customer/Participant Company ("Participant Company" or "You") (together, the "Parties").

GENERAL TERMS

RingCentral is in the process of engineering a new and unreleased suite of Artificial Intelligence tools, RingSense AI for RingEX ("Beta Product"). As a part of this process, RingCentral is conducting a confidential beta testing program ("RingCentral Beta Testing Program" or "Beta Testing"). Your use, and the use by your End Users, of the Beta Product, is subject to these terms and the terms of your Master Services Agreement, RingCentral Office Purchase Agreement, or Office and Glip Plan Purchase Agreement, as applicable (the "Existing Agreement") with RingCentral. If no prior agreement has been executed between the Parties, then you agree to be bound by the appropriate RingCentral Terms of Service located at <https://www.ringcentral.com/legal.html>. To the extent there is a conflict between these terms and those in the Existing Agreement, these terms will govern.

1. This software may not be generally available and is not supported in the same manner as generally available products. You understand that by its nature, a beta product is unfinished and may operate in unexpected or undesirable ways, including not at all. RingCentral is offering you the opportunity to test and evaluate non-public or non-generally available products in exchange for your feedback. RingCentral may, in its sole and absolute discretion, terminate Beta Testing and cause or require you to destroy or return all Beta Product software, object or source code, notes, diagrams or any other material or hardware, related to Beta Testing.
2. Participant Company understands that during Beta Testing:
 - a. RingCentral will have no technical or other support obligations to Participant Company with respect to Beta Product;
 - b. There are no support or uptime SLAs for Beta Product;
 - c. The addition of Beta Product is not a modification of Services as described in the Existing Agreement;
 - d. Participation in Beta Testing does not entitle Participant Company to any product discounts;
 - e. Beta Testing may include discussions and actions related to certain technical and/or business information of RingCentral which RingCentral regards as proprietary and/or confidential and agrees that these discussions and actions remain the property of RingCentral and shall be kept and remain confidential according to the terms of the Existing Agreement.
 - f. Participant Company may not:

- i. Create screenshots or otherwise capture images of any portion of Beta Product, except for the purpose of communicating with RingCentral or carrying out Participant Company's feedback obligation;
 - ii. Post any content referencing Beta Product online or on any social media, including, but not limited to public reviews and blog posts concerning Beta Product.
- g. Participant Company is responsible for communicating the obligations in subsection (f) above to all of its users of the Beta Product.

3. Feedback

As a condition of using Beta Product, you agree to provide feedback from time to time and to respond to reasonable requests for information regarding the Beta Product by RingCentral. Requests from RingCentral can include but is not limited to:

- Participation in a case study or blog post
- Daily testing of the Beta Product
- Participate in a press release
- Film video segments
- Serve as a reference
- Provide a quote/testimonial
- Participate in a video testimonial
- Allow RingCentral's use of logo in marketing material and on RingCentral's websites
- Participate in a public speaking opportunity

YOU ACKNOWLEDGE AND AGREE THAT ANY INNOVATIONS, IMPROVEMENTS, MODIFICATIONS OR OTHER DEVELOPMENTS MADE UPON YOUR FEEDBACK ARE THE INTELLECTUAL PROPERTY OF RINGCENTRAL.

4. As a condition of using the Beta Product, you consent to RingCentral identifying You as a customer (including use of any of Your logos or trademarks), and has the option to refer to You and use Your name, image, and likeness in connection with its business deals, press releases, and marketing and/or promotional materials.

5. License

RingCentral provides you with a limited, revocable license to use and evaluate Beta Product software for the purposes of providing feedback to RingCentral and your own internal business use. This license may be terminated at any time by RingCentral or by You and will be automatically terminated at the end of Beta Testing.

6. Retention of RingSense AI for RingEX Data

In the event Beta Product is released on a Generally Available basis, Customer may elect to purchase a subscription and retain access to content that is created by use of Beta Product (e.g. notes, action items etc.). IN THE EVENT CUSTOMER DOES NOT ELECT TO PURCHASE A SUBSCRIPTION ALL RINGSense AI FOR RINGEX CONTENT WILL BE DELETED AT THE CLOSE OF BETA TESTING.

7. Termination

This agreement will be effective until either Party provides written notice of its intent to terminate, or at the conclusion of Beta Testing.

8. Accuracy of Results

Outcomes or results produced using artificial intelligence in the Beta Program are for informational use and may not be fully accurate. You should not solely rely on these outcomes or metrics to make decisions concerning employment, credit-worthiness or insurability.

9. IP Ownership

All AI models, training data sets and inferences and outcomes (whether based on Customer Content or not) are the property of RingCentral or third parties from whom RingCentral has secured a license. Customer Content processed by Beta Product is the property of Customer.

10. Data Privacy

RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at <https://www.ringcentral.com/legal/dpa.html>, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

SPECIFIC TERMS

1. Service Description

RingSense AI for RingEX features include Smart Notes, Smart Compose and AI Look Up. Smart notes is an artificial intelligence tool that generates notes during an active audio call. Smart Notes uses artificial intelligence to transcribe and summarize phone calls and provide notes to the user post call. The feature analyzes interactions between call participants to organize and surface key insights including:

- Follow Up Items for each participant
- Action Items for each participant
- Decisions made during the call
- Updates presented during the call
- Open Questions for each participant

Smart Compose is an artificial intelligence tool that modifies language, tone, spelling, and grammar. It also helps users draft messages at the user's prompting. The AI lookup

feature allows customers to search through their content in the RingCentral application by entering queries.

2. Pricing & Billing

Beta Product is made available free of cost during Beta Testing. In the event Beta Product is released on a Generally Available basis, RingCentral reserves the right to bill you according to the billing terms contained in the Existing Agreement. To avoid charges you must disable Ringsense AI for RingEX features prior to General Availability. RingCentral will notify you 30 days before any billing begins.

3. Restrictions on Use of Beta Product

- a. This Beta Product has not been reviewed for and may not comply with privacy or other regulations outside of the United States. Use of Beta Product by users outside of the United States and Canada is prohibited (i.e. you may not enable Beta Product functionality for Global MVP or BYOC users located outside of the United States and Canada).
- b. Beta Product does not classify data by category and there is no agreement between the Parties regarding processing sensitive or special categories of data, such as Protected Health Information (PHI), children's personal data, or educational records.

Specifically, use of Beta Product to create, collect, transmit, maintain, or otherwise process PHI is strictly prohibited. You acknowledge that use of Beta Product is outside the terms of any RingCentral Business Associate Agreement and therefore agree to indemnify and hold harmless RingCentral from any and all claims, losses, costs, expenses, damages, or other liability (including reasonable legal fees) suffered or incurred by RingCentral as a result of any violation arising out of or in connection with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the processing of PHI.

- c. Beta Product is not intended or certified for use in processing payment. You represent and warrant that you will not cause covered PCI data to be processed by Beta Product.

4. Accuracy of Results

You should understand that outcomes or results produced using artificial intelligence in Beta Program are for informational use and may not be fully accurate. You should evaluate your use cases and the accuracy of outputs (e.g. action items, transcription accuracy, etc), including by using human review of the output, in light of any law, regulation, or guideline as may be appropriate.

You should not solely rely on these outcomes or metrics to make decisions concerning employment, creditworthiness or insurability. You acknowledge that the RingSense AI

for RingEX Product is under development, and subject to being modified, updated, or changed without prior notice, including addition or reduction in functionality.

5. Required Consent

You represent and warrant that, prior to use of Beta Product, You will solicit and receive any required consent or permission to use artificial intelligence technology, including any consent required to use such technology to evaluate the performance of employees, users, or customers or to identify any characteristics of individuals.

RingCentral will have no responsibility or liability for any cost, damages, liabilities, or fines resulting from Participant Company's (1) failure to secure such consent, or failure to honor any valid End User request to disenroll from the RingSense AI for RingEX Product(s), or (2) Participant Company's use of RingSense AI for RingEX in violation of law or regulation. You agree to indemnify, defend, and hold harmless RingCentral and its affiliates against all damages, costs and attorneys' fees finally awarded against RingCentral by a court of competent jurisdiction in connection with such third-party claims or agreed in a written settlement agreement approved in writing by Participant Company.

6. IP Ownership

Beta Product processes Participant Company inputs with pre-trained artificial intelligence models to generate outputs ("AI Output"), such as, for example, action items or open questions. Customer is solely responsible for responding to any third-party claim directed to Customer's use of the RingSense AI for RingEX (including, but not limited to, copyright infringement or other claims relating to AI Output resulting from Customer's use of the RingSense AI for RingEX Product). The underlying artificial intelligence models also processes patterns and infer associations ("Inferences") from customer inputs that can be used to improve participant's use of the Beta Product. Except for Inferences, Participant Company owns the right, title, and interest to the AI Output. As between RingCentral and Participant Company, and to the extent permitted by law, RingCentral owns all rights in and to the Inferences. To the extent any rights in the Inferences vest with Participant Company, Participant Company hereby assigns all right, title, and interest in and to the Inferences to RingCentral. RingCentral may use the Inferences to develop and improve the Beta Product.

Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual entering into the Agreement on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature or Acceptance, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.