RingCentral API License Agreement and Terms of Use

Updated: February 18, 2015

This RingCentral API License Agreement and Terms of Use (the "**Agreement**"), effective as of the date of acceptance of this Agreement (the"**Effective Date**"), is by and between RingCentral, Inc. ("**RingCentral**") and you, or the company, organization or other legal entity that you represent (the "**Licensee**").

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, OR USE THE RINGCENTRAL API, THE RINGCENTRAL SDK, OR ANY MATERIAL RELATING THERETO.

BY DOWNLOADING, INSTALLING, OR USING THE RINGCENTRAL API, THE RINGCENTRAL SDK, OR ANY MATERIAL RELATING THERETO, YOU AGREE TO ABIDE BY AND COMPLY WITH THIS AGREEMENT, AND YOU AFFIRM THAT YOU EITHER ARE OVER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE, ARE AN EMANCIPATED MINOR, OR POSSESS LEGAL PARENTAL OR GUARDIAN CONSENT, AND THAT YOU ARE FULLY ABLE AND COMPETENT TO ENTER INTO THE TERMS, CONDITIONS, OBLIGATIONS, AFFIRMATIONS, REPRESENTATIONS, AND WARRANTIES SET FORTH IN THIS AGREEMENT.

1. Definitions

1.1. "**Account Access**" means the access, utilization, or modification of a Subscriber's account, Account Data, or Service by a RingCentral Application.

1.2. "**Account Data**" means data relating to a Subscriber that is stored or obtained through the Service. Account Data includes, without limitation, account login credentials, account configurations, Service usage data, voicemails, faxes, SMS messages, call recordings, and call routing rules.

1.3. "**Affiliate**" means, with respect to a subject entity, any other entity that, directly or indirectly, controls, is controlled by, or is under common control with the subject entity.

1.4. "**Components**" means software, components, computers, hardware, networks, and other infrastructure.

1.5. “**Confidential Information**” means all information disclosed by or on behalf RingCentral to Licensee in tangible or intangible form and labeled “confidential” (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information or the circumstances under which it was disclosed. Confidential Information may include, without limitation, proprietary information, technical data, trade secrets, know-how, source code, binary executables, documentation, research, product plans, customer lists and information, marketing research, financial information, and other business information. Account Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information other than Account Data shall not include information that (i) was already known to Licensee at the time of disclosure by or on behalf of RingCentral without an obligation of confidentiality; (ii) was or is obtained by Licensee from a third party not known by Licensee to be under an obligation of confidentiality with respect to such information; (iii) is or becomes generally available to the public other than by violation of this Agreement; or (iv) was or is independently developed by Licensee without use of Confidential Information.

1.6. “**End Users**” are users of a RingCentral Application.

1.7. “**EULA**” means the RingCentral End User License Agreement and Terms of Service, available at https://www.ringcentral.com/legal/eulatos.html, as it may be updated or amended from time to time.

1.8. “**Intellectual Property Rights**” means patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property and/or proprietary rights anywhere in the world.

1.9. “**Internal Use**” means the use of the RingCentral API in connection with Licensee’s subscription to the Service for Licensee’s internal business purposes in accordance with the Terms and not for use by any unaffiliated third party.

1.10. “**Privacy Notice**” means the RingCentral Privacy Notice, available at https://www.ringcentral.com/legal/privacy-notice.html, as it may be updated from time to time.

1.11. “**Publishing**” means the making of a RingCentral Application available to any Subscriber other than Licensee or for any purpose other than for use by Licensee for its Internal Use

1.12. “**RingCentral API**” means the application programming interface and any accompanying or related documentation, source code, executable applications, and other materials made available by RingCentral to Licensee.
1.13. “**RingCentral Application**” means a web or other software service or application developed by Licensee that utilizes or interacts with the RingCentral API.

1.14. “**RingCentral Marks**” means RingCentral® and RingCentral’s other product and service names, trademarks, service marks, branding, and logos made available for use in connection with the RingCentral API pursuant to this Agreement.

1.15. “**RingCentral SDK**” means the software development kit provided by RingCentral to allow a RingCentral Application to interoperate with RingCentral and its services, including without limitation RingCentral SDK Sample Code.

1.16. “**RingCentral SDK Sample Code**” means any sample computer source code (a) provided by RingCentral to assist Licensee in developing and testing RingCentral Applications and (b) that has been explicitly designated by RingCentral in such source code as sample code that may be utilized by Licensee for the purposes set forth in (a). For the avoidance of doubt, RingCentral SDK Sample Code does not include any source code provided by RingCentral to interface with the RingCentral API that has not been designated as set forth in (b).

1.17. “**Services**” has the meaning set forth in the EULA.

1.18. “**Spam**” means bulk or unwanted communications.

1.19. “**Subscriber**” means any individual or entity that subscribes to the Service.

1.20. “**Subscriber Components**” means any Components in Subscriber’s possession, custody, or control.

1.21. “**Subscriber’s Access Consent**” has the meaning set forth in Section 7.14.

2. Authorization and License

2.1. This Agreement governs, and sets the conditions for, Licensee’s rights to use and access the RingCentral API and the RingCentral SDK for the purpose of developing, implementing, marketing, offering to sell, selling, supporting, maintaining, and operating RingCentral Applications, including without limitation for using RingCentral Applications for Internal Use and for Publishing RingCentral Applications.

2.2. Subject to the terms and conditions of this Agreement, RingCentral grants to Licensee a limited, nonexclusive, nontransferable, nonsublicensable, worldwide, revocable right and license during the Term to:

2.2.1. Use and make calls to the RingCentral API to develop, implement, and distribute RingCentral Applications solely for use by Subscribers in connection with the Services;

2.2.2. Use, reproduce, distribute, and transmit Account Data to the extent necessary for a RingCentral Applications to interoperate with the Services in accordance with this Agreement; and

2.2.3. Use and display the RingCentral Marks only to identify that the Account Data originates from the Services and to show that the RingCentral Application interoperates with the Services.

2.3. Licensee's and its End Users' use of the Service in connection with the RingCentral API, and all data relating thereto, shall be governed by the terms of the EULA.

2.4. Licensee hereby grants to RingCentral a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to incorporate into the Service or the RingCentral API or otherwise use any suggestions, enhancement requests, recommendations, or other feedback RingCentral receives from Licensee.

2.5. If RingCentral believes, in its sole discretion, that Licensee has violated or attempted to violate any term, condition or the spirit of this Agreement or the EULA, the license afforded Licensee pursuant to this Agreement may be temporarily or permanently revoked, with or without notice to Licensee.

3. Fees

3.1. RingCentral currently provides the RingCentral API at no charge to Licensee. RingCentral reserves the right to change its pricing policies for the RingCentral API at any time in its sole discretion. RingCentral shall provide Licensee reasonable prior written notice of such changes.

4. RingCentral's Rights of Control Over the RingCentral API

4.1. RingCentral may limit or suspend Licensee's usage of or access to the RingCentral API if, in RingCentral's reasonable discretion, Licensee or Licensee's RingCentral

Applications are adversely affecting the performance or operation of the Services. RingCentral shall use commercially reasonable efforts to provide notice to Licensee of any such actions as soon as reasonably practical.

4.2. **API Modifications**

4.2.1. RingCentral may modify, amend, change, or deprecate all or part of the RingCentral API or the RingCentral SDK in its sole discretion at any time (an "**API Modification**"). RingCentral shall use commercially reasonable efforts to provide prior notice to Licensee of any such actions as soon as reasonably practical. Licensee shall, within thirty (30) days from the date of first notice of any API Modification(s) (or such shorter period of time specified in the notice of the API Modification(s)) (the "**Conformance Period**") comply with such modification(s) by (i) implementing and using the most current version of the RingCentral API, (ii) making any changes to RingCentral Applications that may be required as a result of such API Modification, (iii) using commercially reasonable efforts to stop distribution of all prior versions of the RingCentral Applications, and (iv) using commercially reasonable efforts to upgrade all prior versions of the RingCentral Applications then in use to the most recent version.

4.2.2. Licensee acknowledges that an API Modification may have a material adverse effect on RingCentral Applications, including but not limited to causing RingCentral Applications not to operate as designed. RingCentral shall have no liability of any kind to Licensee or any user of Licensee's RingCentral Applications with respect to such API Modifications or any adverse effects resulting from such API Modifications. Licensee's continued access to or use of the RingCentral API following the Conformance Period shall constitute binding acceptance of the API Modifications at issue.

5. RingCentral Software Development Kit

5.1. RingCentral licenses the RingCentral SDK to you pursuant to the MIT license, the terms of which may be found here.

6. RingCentral's Review of RingCentral Applications

6.1. In its sole discretion at any time, RingCentral may perform, at its sole cost, a security review of any of Licensee's RingCentral Applications to ensure that the RingCentral Application complies with this Agreement, the EULA, or any other agreement between RingCentral and Licensee and that the RingCentral Application does not threaten the security, integrity, or performance of the Services or any RingCentral Components (a "**Security Review**"). RingCentral shall provide Licensee reasonable prior written notice of any Security Review. Licensee shall provide RingCentral, at no charge, full user-level access to the RingCentral Application and shall reasonably cooperate with RingCentral in the Security Review. RingCentral may perform the Security Review itself or through third parties on RingCentral's behalf (and such third parties shall treat all information obtained through the Security Review as Confidential Information under this Agreement).

6.2. A Security Review may include, without limitation, any or all of the following steps:

6.2.1. The Licensee's completion of a questionnaire;

6.2.2. Meetings or discussions at a reasonable time and place with Licensee's developers;

6.2.3. Technical security testing by RingCentral of the RingCentral Application; and

6.2.4. To the extent the RingCentral Application uses Components other than RingCentral Components, RingCentral may perform penetration testing, remote application-level security testing, network-level security testing, and vulnerability threat assessments on such Components.

6.3. In performing the Security Review, RingCentral shall use commercially reasonable efforts to ensure its review does not cause any material adverse effect on any of Licensee's Components supporting the RingCentral Application. Notwithstanding the foregoing, RingCentral shall not be liable for any adverse effects on such Components that could not have been avoided or foreseen through commercially reasonable efforts.

6.4. RingCentral shall inform Licensee of any issues discovered during the Security Review in writing and in reasonable detail. RingCentral may immediately revoke the license afforded Licensee pursuant to this Agreement if it discovers any such issues, and Licensee shall promptly cease distribution, support, and operation of the applicable RingCentral Application.

6.5. A Security Review by RingCentral shall not be deemed a warranty or certification of the applicable RingCentral Application, nor shall it limit Licensee's liability for the breach of, or waive Licensee's compliance with, any provision of this Agreement.

6.6. Licensee shall treat the occurrence of, results of, and any communications in connection with a Security Review as Confidential Information. For the avoidance of doubt, Licensee shall not use such information in any marketing or advertising of its RingCentral Applications.

7. Licensee's Responsibilities

7.1. Licensee may not access or use the RingCentral API for any purposes if it is a direct competitor of RingCentral.

7.2. End Users shall be Subscribers to Services. Licensee must use best efforts to ensure that RingCentral Applications do not permit End Users who are not Subscribers to access or use the Services. In the event Licensee discovers that an End User is not a Subscriber, Licensee shall use best efforts to prevent that End User from using the RingCentral Application.

7.3. With respect to the RingCentral Applications, Licensee acknowledges and agrees that RingCentral has no obligations, responsibilities, or liabilities to End Users.

7.4. Licensee must comply with the restrictions set forth in this Agreement and the EULA in all uses of the RingCentral API, Account Data, and the Services. Licensee must also comply with the restrictions set forth in this Agreement and the RingCentral's then-current trademark and branding guidelines in all uses of the RingCentral Marks.

7.5. Licensee's RingCentral Application must not be intended to or designed to facilitate a violation of the EULA or this Agreement by End Users, including without limitation the use policies set forth in the EULA. In the event RingCentral reasonably believes Licensee's RingCentral Application violates this Section 7.5, Licensee shall, promptly upon written notice and at Licensee's sole cost, modify and redistribute the RingCentral Application and use its best efforts to disable or otherwise prevent End Users from using prior versions of the RingCentral Application that violate this Section 7.5. In no event will Licensee encourage its End Users to violate, or instruct its End Users on how to violate, the EULA or this Agreement.

7.6. In order to use and access the RingCentral API, Licensee must obtain API credentials (a"**Token**") by becoming a Subscriber. Licensee may not share its Token,

shall keep such Token and all login information secure, and shall use it as Licensee's sole means of accessing the RingCentral API.

7.7. Licensee's RingCentral Applications shall not substantially replicate products or services offered by RingCentral, including, without limitation, functions or clients on platforms (such as iOS or Android) where RingCentral offers its own client or a substantially similar function. By way of example only, Licensee may not develop a RingCentral Application for use on an iPhone that permits an End User to make general phone calls to the public switched telephone network because doing so would substantially replicate RingCentral's mobile application for the iPhone. Licensee agrees that RingCentral may develop and publish applications that are similar to or otherwise compete with Licensee's applications.

7.8. RingCentral Applications may not use or access the RingCentral API or the Services in order to monitor the availability, performance, or functionality of the RingCentral API or Services or for any similar benchmarking or competitive purposes.

7.9. RingCentral Applications shall not, in any manner, display any form of advertising that uses Account Data.

7.10. Licensee shall not, under any circumstances, through a RingCentral Application or otherwise, repackage or resell the Services, RingCentral API, or Account Data.

7.11. Licensee is not permitted to use the RingCentral API, Services, or Account Data in any manner that does or could potentially undermine the security or performance of the Service, the RingCentral API, Account Data, or the Services. In addition, Licensee shall not, and shall not attempt to, interfere with, modify or disable any features, functionality or security controls of the Services or the RingCentral API; defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Services or the RingCentral API; or reverse engineer, decompile, disassemble, or derive source code, underlying ideas, algorithms, structure, or organizational form from the Services or the RingCentral API.

7.12. Licensee acknowledges and agrees that Licensee is solely responsible, and that RingCentral has no responsibility or liability of any kind, for (a) the content, development, operation, sale, support, or maintenance of RingCentral Applications; or (b) Licensee's inability to continue providing RingCentral Applications (in whole or part) due to the termination or expiration of this Agreement. Without limiting the foregoing, Licensee will be solely responsible for (i) the installation, operation, maintenance, and support of its RingCentral Applications; (ii) creating and displaying information and content on, through or within its RingCentral Applications; (iii) ensuring that its RingCentral Applications do not violate or infringe the Intellectual Property Rights of any third party; (iv) ensuring that RingCentral Applications are not offensive, profane, obscene, libelous or otherwise

illegal; (v) ensuring that its RingCentral Applications do not contain or introduce Malicious Software into the Services, the RingCentral API, any Account Data or other data stored or transmitted using the Service, or Subscriber Components; (vi) ensuring that its RingCentral Applications are not designed to or utilized for the purpose of sending Spam to any RingCentral Subscribers or others; and (vii) transitioning End Users off a RingCentral Application when that RingCentral application is no longer available for any reason.

7.13. Licensee will respect and comply with the technical and policy-implemented limitations of the RingCentral API and the restrictions of this Agreement in designing and implementing RingCentral Applications.

7.14. Prior to accessing any Subscriber's account or Account Data or otherwise utilizing a Subscriber's Services, Licensee shall disclose in writing and reasonable detail to the Subscriber (a) that the RingCentral Application will have Account Access; (b) the nature of the Account Access, including without limitation how the Service will be used and what Account Data will be accessed or modified by the RingCentral Application; and (c) where, if applicable, Account Data may be stored, transmitted, or accessed outside of RingCentral Components. The Subscriber must provide express consent prior to any Account Access, and such consent shall be limited to the scope of what is disclosed in the previous sentence (the "**Subscriber's Access Consent**"). Licensee shall promptly cease any Account Access upon the Subscriber's withdrawal of the Subscriber's Access Consent.

7.15. In no event shall Licensee or the RingCentral Application engage in Account Access or transmit, store, or access Account Data outside the scope of the Subscriber's Access Consent.

7.16. Sections 7.14 to 7.15 shall not apply to the extent (and only to the extent) that Licensee uses a RingCentral Application solely with its own subscription to the Services. Licensee's consent to such Account Access shall be deemed given in such cases.

8. Licensee's Representations, Warranties, and Covenants

8.1. Licensee represents and warrants that its RingCentral Applications are not intended, designed, or marketed for use in environments requiring fail-safe performance (e.g., emergency medical care, hazardous activities) or in which the failure of the RingCentral Applications, the RingCentral API, or the Services could lead to death, personal injury, or severe physical or environmental damage. Licensee acknowledges and agrees that the RingCentral API and the Services are designed and intended for general business use only and not for the foregoing purposes.

8.2. Licensee represents and warrants that it has notified all users or its RingCentral Applications that their Account Data will be received from RingCentral and described in reasonable detail how Licensee will use this Account Data. Licensee further represents and warrants that it has notified users that RingCentral is not responsible for the privacy, security or integrity of such data.

8.3. Licensee further represents and warrants that to the extent Licensee's RingCentral Applications store, process, or transmit Account Data, neither Licensee nor Licensee's RingCentral Application will, without appropriate prior user consent or to the extent required by applicable law, (i) modify the content of Account Data in a manner that adversely affects the integrity of Account Data, (ii) discloses Account Data to any third party, or (iii) use Account Data for any purpose other than providing the RingCentral Application functionality to users of such RingCentral Application. Licensee shall maintain and handle all Account Data in accordance with privacy and security measures reasonably adequate to preserve its confidentiality and security and all applicable privacy laws and regulations, and in no event less protective than the measures and policies set forth in the Privacy Notice.

8.4. Licensee represents, warrants and covenants that:

8.4.1. Its RingCentral Applications and Licensee Marks, the use of such RingCentral Applications by its users, and the activities with respect to such RingCentral Applications and Licensee Marks undertaken by RingCentral in accordance with the terms of this Agreement, do not and will not violate, misappropriate, or infringe the Intellectual Property Rights of any person or entity;

8.4.2. Licensee and Licensee's RingCentral Application will comply with all applicable foreign and domestic laws and regulations, including, without limitation, all applicable export control laws, and maintain all licenses, permits and other permissions necessary to develop, implement and Publish its RingCentral Applications;

8.4.3. Its RingCentral Applications do not and will not contain or introduce Malicious Software into the Services, the RingCentral API, any Account Data or other data stored or transmitted using the Services, or any Subscriber Components, and Licensee shall promptly take all actions necessary to remove and remediate such Malicious Software;

8.4.4. Licensee shall implement at least industry best practices to ensure the security of its RingCentral Applications;

8.4.5. Its RingCentral Applications do not contain any security vulnerabilities, and Licensee shall promptly take all actions necessary to remediate any security vulnerabilities;

8.4.6. Licensee shall use best efforts to protect the confidentiality and integrity of Account Data in Licensee's possession, custody, or control, including without limitation implementing at least industry standard physical and technical security safeguards, policies, and procedures;

8.4.7. Licensee shall not knowingly attempt to circumvent any security measures implemented by RingCentral;

8.4.8. Its RingCentral Applications are not designed to facilitate the sending of Spam;

8.4.9. Its RingCentral Applications shall not degrade the performance of or materially adversely affect the operation of the Services or Subscribers' use and enjoyment of the Services;

8.4.10. The RingCentral Application shall not be designed to violate, or intended to facilitate the violation of, the EULA or this Agreement, including without limitation the use policies set forth in the EULA; and

8.4.11. It has all right, power, and authority to grant the licenses granted to RingCentral herein.

9. Ownership

9.1. Subject to the limited licenses expressly provided in this Agreement, nothing in this Agreement transfers or assigns to RingCentral any of Licensee's Intellectual Property Rights in its RingCentral Applications or Licensee's Marks or other technology

9.2. Nothing in this Agreement transfers or assigns to Licensee any of RingCentral's Intellectual Property Rights in the Services, the RingCentral API, the RingCentral SDK, the RingCentral Marks, RingCentral's other technology, or RingCentral's or Subscribers' respective Intellectual Property Rights in any Account Data.

10. Support

10.1. RingCentral is not obligated to provide any support to Licensee for the RingCentral API or Licensee's RingCentral Application (or its interoperation with the RingCentral API).

10.2. Licensee is solely responsible for providing all support and technical assistance to its End Users with respect to Licensee's RingCentral Application. Licensee agrees to use commercially reasonable efforts to provide support to its End Users.
10.3. Licensee acknowledges and agrees that with respect to the RingCentral Applications, RingCentral will not provide support or technical assistance to Licensee's End Users, and Licensee shall not represent to its End Users that RingCentral is available to provide such support.

11. No Service Level Agreement

11.1. RingCentral shall use commercially reasonable efforts to ensure the availability of the RingCentral API to Licensee. Notwithstanding the foregoing, RingCentral does not guarantee any uptime, availability, performance, or integrity of the RingCentral API. Moreover, RingCentral shall not be liable to Licensee or its End Users for the unavailability of the RingCentral API or the failure of the RingCentral API to perform in accordance with its specifications. Licensee shall not represent to its End Users any availability or performance levels with respect to the RingCentral API or the Services.

11.2. RingCentral is not required to provide any prior notice to Licensee or its End Users of planned or unplanned downtime of the RingCentral API.

11.3. In the event of any failure of the Service for the Licensee or an End User, such failure will be governed by the terms of the EULA with the Licensee or End User (as applicable).

12. Confidentiality

12.1. Licensee may, from time to time, gain access to Confidential Information. Licensee may use Confidential Information only to the extent necessary to exercise its rights under this Agreement and for no other purpose. Licensee may not disclose Confidential Information to a third party without RingCentral's prior express written consent. Without limiting any other obligation of Licensee under this Agreement, Licensee agrees that it will protect Confidential Information from unauthorized use, access, or disclosure in the

same manner that Licensee would use to protect its own confidential and proprietary information of a similar nature, but in no event less than a reasonable degree of care.

12.2. In event Licensee receives a subpoena or other form of compulsory process requiring or purporting to require disclosure Confidential Information, Licensee shall first (a) promptly notify RingCentral in writing, (b) reasonably cooperate with RingCentral (at RingCentral's sole expense) in the event RingCentral chooses to seek a protective order or other remedy to prevent or limit disclosure of Confidential Information (a "**Protective Order**"), and (c) not disclose any Confidential Information until RingCentral has chosen in its sole discretion to waive compliance with this Section 12 as to such Confidential Information or has been granted or denied a Protective Order. In the event Licensee must disclose Confidential Information after complying with this Section 12.2, Licensee shall disclose such information only to the extent legally required.

13. Disclaimer of Warranties

13.1. THE RINGCENTRAL API SERVICES ARE INTENDED FOR GENERAL BUSINESS USE ONLY. THEY ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE OR RESALE AS EQUIPMENT OR SERVICES IN ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE (E.G., EMERGENCY MEDICAL CARE, HAZARDOUS ACTIVITIES) OR IN WHICH THE FAILURE OF THE SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. RINGCENTRAL SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES OR SERVICES.

13.2. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES, THE RINGCENTRAL API, THE RINGCENTRAL SDK, ALL SERVER AND NETWORK COMPONENTS, WEB SERVICES, SOFTWARE, AND DOCUMENTATION, ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. RINGCENTRAL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LICENSEE ACKNOWLEDGES THAT RINGCENTRAL DOES NOT WARRANT THAT THE SERVICE OR RINGCENTRAL API, OR THE RINGCENTRAL SDK WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, OR THAT ANY DEFECT IN THE RINGCENTRAL API WILL BE CORRECTED. IN ADDITION, RINGCENTRAL MAKES NO WARRANTIES THAT THE RINGCENTRAL API OR RINGCENTRAL SDK SHALL NOT CAUSE DISRUPTIONS, ERRORS, LOSS OF DATA, LOSS OF USE, OR OTHER PROBLEMS

WITH YOUR RINGCENTRAL APPLICATION OR ANY COMPUTER ON WHICH THE RINGCENTRAL APPLICATION IS INSTALLED OR USED. RINGCENTRAL IS NOT RESPONSIBLE FOR ANY DAMAGES OR HARM ARISING FROM YOUR USE OF THE RINGCENTRAL APPLICATION. NO INFORMATION OR ADVICE OBTAINED BY LICENSEE, ITS END USERS, OR OTHER THIRD PARTIES FROM RINGCENTRAL OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

14. Limitation of Liability

14.1. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WILL RINGCENTRAL, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS, RESELLERS, OR SUPPLIERS BE LIABLE TO LICENSEE, ITS END USERS, OR ANY OTHER THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, OR ANY OTHER LOSS INCURRED BY LICENSEE, ITS END USERS, OR ANY OTHER THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER RINGCENTRAL HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

14.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, RINGCENTRAL'S AGGREGATE LIABILITY TO LICENSEE, ITS END USERS, OR ANY OTHER THIRD PARTY ARISING OUT OR RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED FIVE HUNDRED U.S. DOLLARS ($500.00). ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE EVENTS GIVING RISE TO THE CLAIM.

14.3. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to Licensee. IN THESE JURISDICTIONS, RINGCENTRAL'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. The limitations set forth in this Section 14 will survive termination or expiration of this Agreement and apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose.

15. Indemnification

15.1. Licensee will indemnify and hold RingCentral, its Affiliates, and their respective officers, directors, employees, agents, subcontractors, and resellers harmless against any claim brought by a third party (including, without limitation, Licensee's End Users) against RingCentral arising from or relating to (i) any breach of this Agreement by Licensee or those acting on its behalf, (ii) any violation of law or regulation by Licensee or the RingCentral Application, (iii) Licensee's gross negligence, recklessness, or willful misconduct, and (iv) any use of Licensee's RingCentral Application, the RingCentral API, or the RingCentral SDK (but, for the avoidance of doubt, not Subscribers' use of the Services independent of Licensee's RingCentral Application).

16. Publicity

16.1. RingCentral may identify Licensee as a user of the RingCentral API in its business deals; press releases; investor relations; reports required to be filed under applicable securities laws and regulations; 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 or the RingCentral API. Licensee hereby grants RingCentral, its Affiliates, and their respective agents an irrevocable, perpetual, worldwide, non-exclusive, fully paid-up, royalty-free license (with right to sublicense) to use, reproduce, publish, and display Licensee's name, trademarks, service marks, designs, logos, and symbols in connection with such purposes.

17. Term and Termination

17.1. This Agreement shall commence on the Effective Date and will remain in effect until terminated pursuant to this Section 17.

17.2. Either party may terminate this Agreement at any time, for any reason or for no reason, including, but not limited to, if Licensee violates any provision of this Agreement.

17.3. Any termination or expiration of this Agreement shall also terminate the licenses granted hereunder.

17.4. Upon termination or expiration of this, Licensee shall immediately cease:

17.4.1. All use of the RingCentral API;

17.4.2. Developing, testing, using, marketing, offering to sell, selling, distributing, promoting, or supporting RingCentral Applications; *provided, however*, the foregoing shall not prevent Licensee from engaging in these activities for successor products and services that do not use the RingCentral API; and

17.4.3. Using, and either return to RingCentral or destroy and remove from all computers, hard drives, networks, and other storage media, all copies of any materials licensed pursuant to this Agreement and any Confidential Information in Licensee's possession, custody, or control, and, upon request by RingCentral, shall certify in writing that such actions have occurred.

17.5. Sections 2.4, 7.12, 8.4.6, 9, 12, 13, 14, 15, 17.4, 17.5, and 18 shall survive termination or expiration of this Agreement.

18. Miscellaneous

18.1. RingCentral may change the terms of this Agreement from time to time upon delivery of electronic or written notice to Licensee. The modified terms shall replace and supersede all previously agreed to electronic and written terms, as well as any prior versions of this Agreement.

18.2. RingCentral may assign this Agreement and any of its rights and obligations hereunder at any time. Licensee may not transfer or assign this Agreement or any of its rights or obligations under this Agreement. Any purported transfer or assignment in violation of this section is void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns, and legal representatives.

18.3. A Party's failure to enforce any provision of this Agreement does not constitute a waiver of that provision or of any other provisions of this Agreement.

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

18.5. Nothing in this Agreement shall be deemed or construed to constitute or create employment, partnership, association, joint venture, agency, or fiduciary relationship between the parties.

18.6. All notices to be provided under this Agreement shall be governed by the notice provisions of the EULA.

18.7. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Licensee's use of the RingCentral API.

18.8. Any claim, question, or disagreement between Licensee and RingCentral, its Affiliates, or their respective officers, directors, employees, agents, subcontractors, or resellers arising from or relating to this Agreement (a "**Dispute**") shall be adjudicated exclusively in the Superior Court of California, County of San Mateo for state court cases or the United States District Court of the Northern District of California for federal court cases. Each Party agrees to submit to the exclusive jurisdiction of such courts with respect to any Disputes and agrees not to bring any Disputes in any other court or adjudicative body. Each Party hereby consents to venue and personal jurisdiction in such courts with respect to such Disputes and irrevocably waives any right that it may have to assert that such forum is not convenient or that any such court lacks jurisdiction.

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

18.10. There are no third-party beneficiaries to this Agreement.

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

18.12. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement.