



Subscription Agreement

Updated: March 8, 2021

IMPORTANT – PLEASE CAREFULLY READ THE TERMS OF THIS SUBSCRIPTION AGREEMENT (THE “AGREEMENT”) FOR THE ACCOMPANYING 2RING PRODUCT, WHICH INCLUDES COMPUTER SOFTWARE AND MAY INCLUDE ASSOCIATED MEDIA, PRINTED MATERIALS AND “ONLINE” OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, THE “2RING PRODUCT”), ALL OF WHICH IS LICENSED ON A SUBSCRIPTION BASIS, AND PROVIDED ALONGWITH THE SUPPORT DESCRIBED IN THIS AGREEMENT (COLLECTIVELY, THE “SUBSCRIPTION” OR “2RING SUBSCRIPTION”). THIS AGREEMENT ALSO CONTAINS AN AGREEMENT TO ARBITRATE IN SECTION 12.3 BELOW WHICH WILL REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION. BY CLICKING ON THE “I AGREE” BUTTON, (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW), (2) YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW), ON BEHALF OF THE ENTITY OR PERSON IN RESPECT OF WHOM THE LICENSE KEY FILE FOR THE 2RING PRODUCT WAS ORDERED AND ISSUED (SUCH ENTITY OR PERSON, “SUBSCRIBER”), AND TO BIND SUBSCRIBER TO THE TERMS OF THIS AGREEMENT, AND (3) YOU AGREE THAT SUBSCRIBER IS ENTERING INTO THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW) WITH 2RING AMERICA, INC. OR 2 RING SPOL. S.R.O. AS APPLICABLE BASED ON THE COUNTRY IN WHICH THE SUBSCRIBER IS PRIMARILY RESIDENT OR HEADQUARTERED AS DESCRIBED IN SECTION 12.1 BELOW. THE 2RING ENTITY WITH WHOM SUBSCRIBER IS ENTERING INTO THIS AGREEMENT, AS DESCRIBED IN ‘(3)’ ABOVE, IS REFERRED TO AS “2RING.” SUBSCRIBER ACKNOWLEDGES THAT THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT ALONE SHALL APPLY AS BETWEEN 2RING AND SUBSCRIBER IRRESPECTIVE OF ANY AGREEMENT OR ARRANGEMENT SUBSCRIBER MAY HAVE ENTERED INTO WITH ANY RESELLER, DISTRIBUTOR, OR PROVIDER AUTHORIZED DIRECTLY OR INDIRECTLY BY 2RING (THE “AUTHORIZED RESELLER”) FROM WHOM SUBSCRIBER PURCHASED THE 2RING SUBSCRIPTION IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU DO NOT HAVE SUCH AUTHORITY, YOU SHOULD CLICK ON THE “CANCEL” BUTTON TO DISCONTINUE THE DOWNLOAD OR INSTALLATION OF THE 2RING PRODUCT.

1. Subscription Term. The term of the Subscription is specified in the applicable order form accepted by 2Ring (the “**Subscription Term**”). The Subscription shall commence on the activation date specified in the order form accepted by 2Ring whether submitted to 2Ring by Subscriber or any 2Ring Subscription Provider, unless Subscriber downloads and activates the 2Ring Product at an earlier date using a License Key File provided for the Subscription, in which case the Subscription shall commence on such earlier date (such applicable activation date, the “**Subscription Commencement Date**”). This Agreement will continue until the Subscription Term has expired or has been terminated. The Subscription Term will automatically renew for successive twelve (12) month periods, effective on the first day after the end of the previous Subscription Term (the “**Renewal Date**”), unless either Subscriber or 2Ring gives the other written notice not to renew the Subscription (“**Notice of Non-Renewal**”) at least thirty (30) days before the Renewal Date. If Notice of Non-Renewal is given in accordance with this Section, the Subscription will terminate as of 12:01 a.m. Pacific Standard Time on the day following the last day of the expiring Subscription Term. The Subscription pricing during any renewal Subscription Term will be at 2Ring’s then-current pricing for that Subscription at the time of renewal.

2. Subscription Licenses

2.1 2Ring Product License. Subject to the terms and conditions of this Agreement, 2Ring grants to Subscriber a nontransferable, non-sublicensable (except to the extent expressly permitted in this Section), nonexclusive, royalty-free, fully paid, revocable, worldwide license, solely during the Subscription Term, to permit Subscriber’s and its Affiliates’ employees and consultants authorized by Subscriber or its Affiliates (“**Authorized**



Users”) to install, execute and use the 2Ring Product on servers owned or operated by Subscriber or its Affiliates, in executable object code format only, solely for Subscriber’s and its Affiliates’ own internal business operations (“**Subscriber Operations**”) in accordance with this Agreement, any and all usage limitations specified by 2Ring, and any and all technical limitations implemented by 2Ring in the 2Ring Product. Subscriber shall ensure that its Affiliates comply with the terms and conditions of this Agreement to the same extent as Subscriber and furthermore, Subscriber agrees that any non-compliance with the terms hereof by any Affiliate of Subscriber shall be deemed a breach of this Agreement by Subscriber. An “**Affiliate**,” with respect to Subscriber, shall mean any person or entity that controls, is controlled by, or is under common control with Subscriber, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities, but only as long as such person or entity meets these requirements.

2.2 MSP License. During the Subscription Term, Subscriber may permit Subscriber’s or its Affiliate’s managed services provider (“**Subscriber MSP**”) to install, execute and use the 2Ring Product on servers owned or operated by Subscriber, Subscriber’s Affiliates, or Subscriber MSP, provided that: (a) Subscriber MSP has entered into an enforceable written agreement with Subscriber or its Affiliate (the “**MSP Agreement**”), that requires Subscriber MSP to comply with the terms and conditions of this Agreement, including Section 2.3 below, (b) Subscriber MSP expressly agrees: (i) not to use the 2Ring Product except for Subscriber Operations, (ii) not to merge the 2Ring Product with other software, (iii) not to distribute, sublicense, lease, rent, loan, or otherwise transfer the 2Ring Product to any third party or make the 2Ring Product available to any third party as part of any time-sharing or service bureau arrangement, and (iv) to make 2Ring a third party beneficiary of the MSP Agreement with respect to the 2Ring Product, with the right to enforce the MSP Agreement to the extent 2Ring may deem such enforcement necessary or advisable to protect its rights in or related to the 2Ring Product; and (c) Subscriber agrees that any non-compliance by Subscriber MSP with the terms hereof will be deemed a breach by Subscriber of this Agreement. Subscriber may not, at any given time, permit more than one Subscriber MSP from installing and using the 2Ring Product. Before transferring the 2Ring Product to any Subscriber MSP, End User shall: (1) notify 2Ring in writing of the name and address of the Subscriber MSP, and (2) uninstall any copies of the 2Ring Product from servers owned or operated by Subscriber or its Affiliates, provided that Subscriber may keep one (1) copy of the 2Ring Product solely for its backup purposes. At 2Ring’s written request, Subscriber shall require Subscriber MSP to uninstall and return all copies of the 2Ring Product to Subscriber. If the Authorized Reseller of Subscriber’s 2Ring Subscription is also providing or will provide managed services for such 2Ring Product to Subscriber, Subscriber acknowledges and agrees that this Section 2.2 shall apply to, and Subscriber shall require compliance in accordance with this Section 2.2 from, such Authorized Reseller.

2.3 Restrictions. The rights granted to Subscriber in this Agreement are subject to the following restrictions: (a) Subscriber shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the 2Ring Product or make the 2Ring Product available to any third party other than as expressly permitted by this Agreement; (b) Subscriber shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the 2Ring Product; (c) Subscriber shall not access the 2Ring Product in order to build a similar or competitive product or service; (d) except as expressly stated herein, no part of the 2Ring Product may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including electronic, mechanical, photocopying, recording or other means; and (e) any future release, update, or other addition to functionality of the 2Ring Product provided by 2Ring to Subscriber shall be subject to the terms of this Agreement, unless 2Ring states otherwise in a signed writing by its authorized representative. Neither 2Ring nor any of its suppliers is obligated to provide any services (including any updates or upgrades to the 2Ring Product) under this Agreement other than the level of support and activation services included in the specific Subscription purchased by Subscriber. Subscriber shall preserve all copyright and other proprietary rights notices in the 2Ring Product and all copies thereof. Subscriber understands and agrees that the 2Ring Product is licensed on an enterprise-wide basis to Subscriber and its Affiliates and that the 2Ring Product license may not be unbundled and resold or transferred to any third party.

2.4 Third Party Software

2.4.1 The 2Ring Product may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are located in a text file called “legal_notices.txt” in the installation package of the 2Ring Product and are made a part of and incorporated by reference into this Agreement (these notices can also be reviewed at



www.2Ring.com/LegalNotices). By accepting this Agreement, Subscriber is also accepting such additional terms and conditions, if any, set forth therein. If Subscriber does not agree to such additional terms and conditions, Subscriber should not download, deploy, or use the 2Ring Product. Certain items of independent, third-party code may be included in the 2Ring Product that are subject to the GNU General Public License (“**GPL**”) or other open source licenses (“**Open Source Software**”). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this Agreement limits Subscriber’s rights under, or grants Subscriber rights that supersede, the terms and conditions of any applicable Subscriber license for such Open Source Software. In particular, nothing in this Agreement restricts Subscriber’s right to copy, modify, and distribute such Open Source Software that is subject to the terms of the GPL.

2.4.2 The 2Ring Product may integrate with third party software through APIs made available by the owner of such third party software. 2Ring makes no representations or warranties regarding the suitability of any such third party’s software or APIs for Subscriber’s intended requirements or purposes, including for use with the 2Ring Product or Subscriber’s systems. Further, 2Ring makes no representations or warranties regarding the integrity of data transmitted, transferred, stored, obtained or received through any such third party’s software or APIs. 2Ring is not obligated to maintain or support any such third party’s software or APIs, or to provide Subscriber with updates, fixes, or services related thereto. 2Ring makes no representations or warranties regarding the availability, functionality, or any changes to the features or specifications, of any such third party’s software or APIs. Subscriber assumes all risk arising from the use of any such third party’s software or APIs, including, without limitation, the risk of damage to Subscriber’s computer system, software, the corruption or loss of data, and compliance with all applicable laws and regulations (such as, but not limited to, the laws and regulations related to privacy and data protection).

2.5 License Key File. 2Ring will issue a license key file (“**License Key File**”) to the Subscriber to activate the 2Ring Subscription. If Subscriber purchases or renews its Subscription for fewer than the number of 2Ring Product seat licenses purchased during the previous Subscription Term, prior to making available any new release for the 2Ring Product to Subscriber during the then-current Subscription Term, 2Ring may issue Subscriber a new License Key File for the number of 2Ring Product seat licenses for which Subscriber has purchased or renewed the Subscription. Subscriber shall have fifteen (15) days to activate the License Key File from 2Ring’s delivery of such License Key File to Subscriber, upon which Subscriber’s License Key File shall be deemed expired and Subscriber shall no longer access or use any 2Ring Product using such expired license keys. If Subscriber does not activate the new License Key File within the fifteen (15) day period set forth above, 2Ring may, at its option (a) terminate the Subscription and this Agreement, without further obligation or liability to Subscriber except refunding to, at 2Ring’s option, the applicable Authorized Reseller or Subscriber, any unused subscription fees paid in advance to 2Ring for the renewed Subscription Term relating to the reduced number of 2Ring Product seat licenses, or (b) subject to Subscriber’s immediate payment of applicable subscription fees based on the number of Subscriber’s 2Ring Product seat licenses under the License Key File for the previous Subscription Term, continue providing the Subscription to Subscriber under the renewed Subscription Term.

2.6 Prior 2Ring Product Agreement. If Subscriber purchased 2Ring Product licenses under any other agreement with 2Ring (the “**Prior 2Ring Product Agreement**”), by accepting this Agreement, Subscriber acknowledges and agrees that: (a) the Prior 2Ring Product Agreement, including all licenses or rights granted to Subscriber thereunder, is hereby mutually terminated by Subscriber and 2Ring, effective as of the Subscription Commencement Date, without any liability to, or obligation upon, 2Ring, and (b) the use of any 2Ring Products in Subscriber’s possession or control from the Subscription Commencement Date will be superseded by the terms and conditions of this Agreement. Without limiting the foregoing, in accordance with Section 2.5 of this Agreement, 2Ring will issue Subscriber a new License Key File for the number of 2Ring Product seat licenses for which Subscriber has purchased the Subscription hereunder.

3. Ownership; Feedback License. All right, title, and interest, including all intellectual property rights, in and to the 2Ring Product (including any and all copies thereof) shall be owned and retained by 2Ring or its suppliers. Any rights not expressly granted by 2Ring in this Agreement are reserved. Subscriber acknowledges that it acquires no ownership interest in the 2Ring Product. No implied licenses are granted by 2Ring. Subscriber grants 2Ring and its Affiliates a worldwide, perpetual, irrevocable, transferable, royalty-free and fully-paid license to use and incorporate into, and distribute as a part of, 2Ring Products or any other products, services or content, any suggestion, support



(including any flaws, error, bugs, anomalies, or problems) or enhancement request, recommendation, correction or other feedback from Subscriber or any Authorized User relating to the 2Ring Product, its features, characteristics, and/or operations, or any associated documentation or services (collectively, “**Feedback**”). 2Ring is under no obligation to respond to and/or implement any Feedback provided by Subscriber.

4. Subscription Support

4.1 Support. The Subscription includes installation, configuration, and technical support for the 2Ring Product as described in this Section (collectively, “**Support**”) at no additional cost, subject to the Fair Use Policy described in Section 4.2. 2Ring will use reasonable commercial efforts during the Subscription Term, to provide Support (remotely, over the internet, through VPN access, Cisco WebEx, or remote screen-sharing program), for troubleshooting daily usage issues and providing resolution to Problems and Incidents, as such terms are defined in 2Ring’s standard [SLA Policy](#) for 2Ring Subscriptions (the “**SLA Policy**”), which policy may be amended from time to time by 2Ring in its sole discretion by posting the amended policy to the 2Ring website located at www.2Ring.com (the “**2Ring Website**”). 2Ring will use commercially reasonable efforts to respond to Subscriber’s Support requests in accordance with 2Ring’s standard response times set forth in the SLA Policy. If Subscriber has purchased SLA Diamond as part of its Subscription, then Subscriber will be entitled to the SLA Diamond level of Support specified in the SLA Policy. 2Ring will deliver updates and upgrades to the 2Ring Product under the Subscription within a reasonable period of time after any such updates or upgrades are generally made available by 2Ring to its other similar customers. The terms and conditions of the SLA Policy are incorporated into this Agreement.

4.2 Support Hours. 2Ring allocates a certain number of man-hours towards providing Support under each subscription as described in the table below and set forth in the applicable order form for your Subscription accepted by 2Ring (“Support Hours”):

Support Hours	2Ring Dashboards & Wallboards (DW)	2Ring Gadgets for Cisco Finesse (GA)	2Ring GA + Add-On
# of Man-Hours Credited to new subscribers with initial purchase of 50+ 2Ring Subscription licenses	12	12	12
# of Man-Hours Associated per 10 Seats / 12 months	1	1	0
Max # of Man-Hours Associated with a Subscription / 12 months	62	62	12
Max # of Man-Hours Associated with a Subscription (DW+GA+ any number of GA Add-ons) / 12 months	80		

Upon expiration of the then-current Subscription Term, any unused Support Hours may be carried over to the next Subscription Term provided Subscriber has paid the applicable subscription fees within sixty (60) days following such expiration. Expired or unused Support Hours are non-refundable and non-returnable.

4.3 Fair Use Policy. In order to maintain a good level of service for all subscription customers, Support requested by, and provided to, each subscriber is subject to a fair use policy as reasonably determined by 2Ring. The intended purpose of Support Hours is to train the Subscriber with respect to the use of the 2Ring Product and to help the Subscriber to initially configure their 2Ring Product and to keep it updated and working properly. Support Hours is not intended as outsourced labor nor does it have any value in and of itself, and Subscriber is ultimately responsible for, ongoing configurations, management, and/or use of the 2Ring Product, including its functions and features. 2Ring may limit Support or terminate the Subscription if Subscriber uses Support in an improper, abusive, or fraudulent manner such as, but not limited to, Subscriber placing a high number of calls that concern previously resolved issues, repeated requests for Support for questions to which the answer is readily found in the 2Ring Documentation, and any inquiries or requests relating to issues that are not related to Support.



4.3 Performance. 2Ring shall not be obligated to provide any services to Subscriber, except as specifically set forth in this Agreement. Furthermore, nothing in this Agreement obligates 2Ring to provide any services on-site at Subscriber's or its Affiliates' premises. 2Ring will perform the services in a professional and workmanlike manner. 2Ring may utilize its Affiliates, and 2Ring's and its Affiliates' employees and subcontractors to perform the services. 2Ring's entire liability, and Subscriber's sole and exclusive remedy, for any service performance issues will be limited to the re-performance of the applicable service at no additional cost to Subscriber. Subscriber shall provide all the necessary cooperation to resolve Support requests as described in the SLA Policy for 2Ring Subscriptions.

4.4 Exclusions. Subscriber acknowledges and agrees that Support will not be provided for (each, an "Exclusion"): (a) any 2Ring Product which has been altered or modified by anyone other than by 2Ring; (b) any use of the 2Ring Product not in accordance with the license expressly granted to Subscriber or the 2Ring Documentation (including, without limitation, installation of the 2Ring Product on third party software or hardware not conforming to the operating environment specified in the 2Ring Documentation) or use of the 2Ring Product on a system other than the designated system for which the 2Ring Product was licensed; (c) if Subscriber fails to install and implement the most recent release of the 2Ring Product made available to it by 2Ring; (d) if Subscriber's system or the 2Ring Product does not conform to the release level necessary to support the 2Ring Product; or (e) any issues relating to: (i) the availability and operations of any hardware in use by Subscriber; (ii) availability and operations of any third party software; (iii) network connectivity; or (iv) bandwidth between 2Ring Products and any third party software with which 2Ring Products communicate through APIs or other integration.

5. Payment and Fees

5.1 Subscription Fee. The subscription fee is due upfront for Subscribers who pay 2Ring directly. Any additional license units or service levels purchased by Subscriber shall be prorated for the then-current Subscription Term and shall be subject to renewal concurrently with the renewal of the 2Ring Subscription purchased by Subscriber. Once an order form is submitted to 2Ring, it is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or in the applicable order form. There will be no refunds for decreases in Subscription usage, whether that relates to the number of seat licenses used or the use of available Support Hours or otherwise. If Subscriber is unable or unwilling to abide by the Subscription usage limits, Subscriber agrees to execute an order form with 2Ring or the applicable Authorized Reseller for additional quantities of the applicable licenses or services promptly upon request, and/or pay any invoice for excess usage in accordance with the then-current overage pricing, which Subscriber may ask to review at any time.

5.2 Payments. As applicable, the Authorized Reseller may choose to bill Subscriber themselves or require Subscriber to submit credit card information to 2Ring so that 2Ring may charge Subscriber's credit card. If Subscriber is required to submit credit card information to 2Ring, Subscriber is responsible for providing complete and accurate billing, credit card, and contact information and notifying 2Ring of any changes to such information. If Subscriber provides credit card information, Subscriber authorizes a charge to Subscriber's credit card for the 2Ring Subscription, including additional service levels, Subscriber purchases as listed in the order form for the initial Subscription Term, renewal Subscription Term(s), and when Subscriber exceeds Subscription usage limits.

5.3 Overdue Charges. If 2Ring does not receive any amount owed by the due date, then, without limiting 2Ring's rights or remedies, those charges may accrue late interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. If payment is late by thirty (30) days or more, 2Ring may terminate Subscriber's 2Ring Subscription and begin collection efforts.

5.4 Taxes. Subscription fees payable to 2Ring do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any state or other taxing authority whatsoever (collectively, "**Taxes**"). Subscriber is responsible for paying all Taxes associated with the 2Ring Subscription. For clarity, 2Ring is solely responsible for taxes assessable against 2Ring based on 2Ring's income, property, and employees.

6. Disclaimer of Warranties. THE 2RING PRODUCT IS PROVIDED TO SUBSCRIBER ON AN "AS-IS" BASIS. 2RING DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE



2RING PRODUCT AND ANY SERVICES PROVIDED HEREUNDER, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. 2RING DOES NOT WARRANT THAT USE OF THE 2RING PRODUCT WILL BE UNINTERRUPTED, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

7. Limitation of Remedies and Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER 2RING NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY: (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF REVENUES, LOSS OF PROFITS, OR INTERRUPTION OF BUSINESS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 2RING'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE SUBSCRIPTION FEES PAID TO 2RING IN THE PRECEDING TWELVE (12) MONTHS FOR THE SPECIFIC 2RING PRODUCT SUBSCRIPTION PURCHASED BY SUBSCRIBER THAT GAVE RISE TO THE LIABILITY. 2RING'S AFFILIATES AND SUPPLIERS SHALL HAVE NO LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT.

8. Basis of Bargain. The warranty disclaimer and limitation of liability set forth above are fundamental elements of the basis of the agreement between 2Ring and Subscriber. 2Ring would not be able to provide the Subscription on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of 2Ring's suppliers.

9. Publicity. 2Ring may refer generally to the existence of this Agreement and use the Subscriber's name in press releases, on web sites, and other promotional material, but will not reveal any specific terms of this Agreement or any non-public and proprietary information designated "confidential" in writing by the Subscriber.

10. Termination. 2Ring may terminate the Subscription and this Agreement upon ten (10) days' written notice to Subscriber if Subscriber materially breaches any of the terms hereof. A material breach by Subscriber includes, without limitation, Subscriber's failure to comply with Section 4.3, or Subscriber's breach of Section 2.1 or 2.2, or Subscriber's failure to pay the subscription fees when due. Subscriber may terminate this Agreement at any time, with or without cause. Subscriber may terminate this Agreement by sending either an email to legal@2Ring.com with Subscriber's name and the subject "Termination of Subscriber Agreement" along with an identification of the 2Ring Product (e.g., by providing the 2Ring Product name and license key number) or a letter by certified mail (if the letter is to be mailed and delivered within the United States) or recognized international courier (e.g., Fedex) (if the letter is to be mailed or delivered outside the U.S.) to the address set forth for the applicable 2Ring entity in Section 12.1 below or to such other address as 2Ring may specify in writing by posting the new address on the 2Ring Website. Upon termination, all licenses granted under the Subscription shall terminate and Subscriber shall immediately destroy any copies of the 2Ring Product in its and in all of its Affiliates' and Authorized Users' possession. Except as expressly set forth in this Agreement, under no circumstances will 2Ring be obligated to refund any subscription fees or other amounts paid to 2Ring. Subscriber acknowledges and agrees that termination of this Agreement for any reason shall not revive or restore any Prior 2Ring Product Agreement, or any licenses or rights previously granted to Subscriber under any Prior 2Ring Product Agreement. The following provisions of this Agreement shall survive any termination of this Agreement: Sections 2.3, 3, 5, 6, 7, 9, 10, 11, 12, 13, 14, 16 and 17.

11. Export. The 2Ring Product and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Subscriber agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from 2Ring, or any products utilizing such data, in violation of the United States export laws or regulations. Subscriber will indemnify and hold 2Ring harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by Subscriber of its obligations under this Section.

12. Governing Law & Dispute Resolution



12.1 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The table set forth below specifies the law, arbitration venue, and arbitration rules that shall be applicable to this Agreement (without regard to any conflict of laws principles that would require application of the laws of another jurisdiction) based on the 2Ring entity with which Subscriber is contracting by accepting this Agreement.

Subscriber's Country of Primary Residence/ Headquarters	2Ring Contracting Entity & Address	Governing Law of the Agreement	Arbitration Venue	Arbitration Rules
North and South America, APAC	2Ring America, Inc. 3626 Fair Oaks Blvd. Suite 100 Sacramento, CA 95864, USA	State of California, United States of America	Santa Clara County, California, United States of America	JAMS Comprehensive Arbitration Rules and Procedures
Rest of the World (i.e., outside North and South America, APAC)	2 Ring, spol s.r.o. Plynarenska 5 821 09 Bratislava 2 Slovak Republic	State of California, United States of America	Santa Clara County, California, United States of America	JAMS Comprehensive Arbitration Rules and Procedures

12.2 Before resorting to formal dispute resolution in accordance with Section 12.3, 2Ring encourages Subscriber to first contact 2Ring directly to seek a resolution by reaching out to Customer Support at support@2Ring.com.

12.3 Except as otherwise provided in Section 12.4, Subscriber and 2Ring agree that any and all disputes or claims may arise between Subscriber and 2Ring relating in any way to this Agreement or Subscriber's use, or inability to use, the 2Ring Product, shall be resolved exclusively through final, binding and confidential arbitration ("**Agreement to Arbitrate**") at the applicable arbitration venue as set forth in the table in Section 12.1 above. The arbitration shall be conducted under the applicable rules as set forth in the table in Section 12.1 above, as such rules are then prevailing, provided that the arbitrator and the parties shall comply with the following: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator shall be binding, final, and confidential, and may be entered in any court of competent jurisdiction.

12.4 Notwithstanding anything in this Agreement to the contrary, to the extent Subscriber has in any manner violated or threatened to violate any of 2Ring's intellectual property rights, 2Ring may seek injunctive or other appropriate relief in any state or federal court with competent jurisdiction in any country, including in the State of California, United States of America, and Subscriber consents to the personal jurisdiction and exclusive venue in such courts.

12.5 Subscriber agrees to indemnify and hold harmless 2Ring and its Affiliates from and against any and all damages, liabilities, losses, expenses, and costs (including attorneys' fees) incurred by 2Ring, arising from, or related to, any claim or action, whether in contract, tort (including negligence), strict liability or other theory, made or brought by Subscriber or its Affiliates against any Authorized Reseller that exceeds the limitations, remedies and exclusions set forth in this Agreement, including any costs associated with tooling, calibration, development, testing, or deployment of replacement product.

13. Audit Rights. During the Subscription Term and for one (1) year thereafter, 2Ring or its designated agent may inspect and audit Subscriber's and its Affiliates', and each of their respective Authorized Users' and any MSP Provider's use of the 2Ring Product and Subscriber's and its Affiliates' and any MSP Provider's facilities, systems, and records to verify Subscriber's and its Affiliates' and any MSP Provider's compliance with this Agreement. Any such inspection and audit conducted on site at Subscriber's or its Affiliates' or any MSP Provider's premises will take place only during normal business hours and upon no less than ten (10) days prior written notice to Subscriber. 2Ring



will give Subscriber written notice of any non-compliance, including the number of underreported units of the 2Ring Product, and Subscriber will have fifteen (15) days from the date of such notice to make payment to 2Ring for the applicable license units of the 2Ring Product under the Subscription. If the shortfall in the amount payable by Subscriber exceeds five percent (5%) of the total amount contemplated by this Agreement, Subscriber will also pay 2Ring for the cost of such inspection and audit. Subscriber will promptly pay 2Ring for any amounts shown by such audit to be due and owing to 2Ring plus interest at 1.5% per month, or the maximum amount permitted by applicable law, whichever is lower, from the due date (based on the first use of such additional license units) until paid.

14. Force Majeure. Neither party will be liable for any failure, delay, or default in performance, if caused by: an act of war, revolution, civil unrest, hostility or sabotage; act of God or nature; epidemic or pandemic; electrical, internet, data center, or telecommunication outage that is not caused by the obligated party; government ordered restriction or cessation of activity, or any requirements of law; or other event outside the reasonable control of the obligated party. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay 2Ring for your Subscription.

15. Changes. 2Ring reserves the right to change, modify, and otherwise convert the technology used to provide the 2Ring Product or services; provided that the basic functionality and quality of the 2Ring Product or services provided hereunder, will not be reduced.

16. Miscellaneous. Neither the rights nor the obligations arising under this Agreement are assignable by Subscriber, and any such attempted assignment or transfer shall be void and without effect. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any notice to Subscriber may be provided by email. This Agreement, and any separate confidentiality agreement (other than in any Prior 2Ring Product Agreement) signed by End User and 2Ring effective at the time of entering into this Agreement, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the parties with respect to the subject matter hereof are expressly canceled. Except as otherwise expressly provided in this Agreement, any modifications of this Agreement must be in writing and agreed to by both parties. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to." Subscriber agrees that this Agreement will not be construed against 2Ring by virtue of having drafted them. The official text of this Agreement (and any Exhibit hereof or notice submitted hereunder) will be in English. The parties acknowledge that they require that this Agreement be drawn up in the English language only. *Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en langue anglaise seulement.* In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, telecommunications or Internet failure, or any other event beyond the reasonable control of such party.

17. Questions or Additional Information. If Subscriber has questions regarding this Agreement, please send an e-mail to legal@2Ring.com, with the subject line: "2Ring Subscription Agreement".