



RingCentral EULA Annex

In order to use the BT Cloud Phone Service and Cloud Work Service you must comply with the EULA set out below. The EULA constitutes a binding agreement between RingCentral UK Limited (or its designated Affiliate) and you.

END USER LICENCE TERMS

THIS END USER LICENSE AGREEMENT ("**AGREEMENT**") GOVERNS THE USE OF HARDWARE, PROPRIETARY SOFTWARE AND THIRD PARTY PROPRIETARY SOFTWARE LICENSED THROUGH RINGCENTRAL. READ THIS AGREEMENT CAREFULLY, IN THEIR ENTIRETY, BEFORE INSTALLING, DOWNLOADING OR USING THE SOFTWARE. BY INSTALLING, DOWNLOADING OR USING THE SOFTWARE, OR AUTHORIZING OTHERS TO DO SO, YOU, ON BEHALF OF YOURSELF AND THE ENTITY FOR WHOM YOU ARE DOING SO (HEREINAFTER REFERRED TO INTERCHANGEABLY AS "**CUSTOMER**," "**YOU**," OR "**YOUR**"), AGREE TO THIS AGREEMENT AND CREATE A BINDING CONTRACT BETWEEN YOU AND RINGCENTRAL UK LTD. OR THE APPLICABLE RINGCENTRAL AFFILIATE ("**RINGCENTRAL**"). IF YOU ARE ACCEPTING THESE SOFTWARE LICENSE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT WISH TO BE BOUND BY THIS AGREEMENT, PLEASE DO NOT USE THE SOFTWARE OR THE SERVICES.

1. Use Policies

Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Acceptable Use Policy referenced below, which are incorporated into and form part of this Agreement. Customer may not use, or permit the use of the Services, to interfere with the use of RingCentral's Services by others or with the operation of the RingCentral Network. Customer may not resell the Services. Customer must ensure that its End Users comply with this Section 1 (Use Policies). Any breach of this Section 1 (Use Policies) will be deemed a material breach of this Agreement.

Acceptable Use Policy

The Services must be used in accordance with RingCentral's Acceptable Use Policy contained herein. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network, provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact RingCentral Support in advance to avoid any Service disruption.

2. Intellectual Property

A. Limited Licence

Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable licence to use any software provided or made available by RingCentral to the Customer as part of the Services ("**Software**") to the extent



reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.

Customer will not, and will not allow its End Users, to:

- Sublicence, resell, distribute or assign its right under the licence granted under this Agreement to any other person or entity;
- Modify, adapt or create derivative works of the Software or any associated documentation;
- Reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software;
- Use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorised to use;
- Create any competing Software or Services; or
- Remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

i. RingCentral's Rights

Except as expressly provided in this Agreement, the limited licence granted to Customer under Section 2(A) (Limited Licence) does not convey any ownership or other rights or licences, express or implied, in the Services, any related materials, or in any Intellectual Property and no IP Rights or other rights or licences are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology or products developed or provided by third parties, including open source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP Rights.

ii. Customer Rights

As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, licence to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licences, consents, authorisations or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

C. Use of Marks

Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

3. Artificial Intelligence

The provisions of this Section 3 (Artificial Intelligence) apply solely to the extent the Customer or its End User(s) access or use any AI-Enabled Product(s).

Outputs or results produced using artificial intelligence are for informational purposes only and may not be fully accurate. Customers should evaluate their use cases and the accuracy of outputs, including by using human review of the output, in light of any law, regulation, or guideline as may be appropriate. RingCentral will have no responsibility or liability for any cost, damages, liabilities or fines resulting from 1) Customer's use of inaccurate AI outputs, 2) Customer's misuse of AI outputs, 3) Customer's use of AI in violation of applicable laws or regulations.



Customer and its End Users should not solely or as a substantial factor rely on these outcomes or metrics to make decisions concerning education enrollment or opportunity, employment, financial or lending service, creditworthiness, essential government service, healthcare service, housing, insurability, or legal service.

- A. **Required Consent.** Customer represents and warrants that, prior to allowing use of AI-Enabled Products by its End Users, it will procure any required consent or permission to collect and process Personal Data (as such term as defined under applicable data protection laws), including consent required to record communications and use artificial intelligence technology to evaluate the performance of users, or customers or to identify any characteristics of individuals.
- B. RingCentral will have no responsibility or liability for any cost, damages, liabilities or fines resulting from Customer's: (1) failure to secure such consent, (2) Customer's failure to honor any valid End User request to disenroll from the AI-Enabled Product, or (3) Customer's use of the AI-Enabled Product in violation of applicable laws or regulations. Customer agrees 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 arising out of violation of items 1-3 or agreed in a written settlement agreement approved in writing by Customer.
- C. **IP Ownership.** AI-Enabled Products process Customer inputs with pre-trained, artificial intelligence models to generate outputs ("AI Output"), such as; call summaries or highlights. Customer is solely responsible for responding to any third-party claim directed to Customer's (or its End User's) use of the AI-Enabled Product (including, but not limited to, copyright infringement or other claims relating to AI Output resulting from Customer's (or its End User's) use of the AI-Enabled Product. The underlying artificial intelligence models also learn patterns and infer associations ("Inferences") from Customer's (or its End User's) inputs that can be used to improve AI-Enabled Products, such as; words or phrases that are semantically similar to the keywords of a given tracker. Customer is responsible for its input (and the inputs of its End Users), including for ensuring that they do not violate any applicable laws or regulations. Except for Inferences, as between RingCentral and Customer, Customer owns the right, title, and interest to the AI Output. As between RingCentral and Customer, and to the extent permitted by law, RingCentral owns all rights in and to the pre-trained, artificial intelligence models associated with AI-Enabled Products and Inferences. To the extent any rights in the Inferences vest with Customer, Customer hereby assigns all right, title, and interest in and to the Inferences to RingCentral. RingCentral may use the Inferences to develop and improve its AI-Enabled Products.

4. Definitions

Capitalised terms used in this Agreement but otherwise not defined have the following meaning:

"Account" means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.



"AI" means any machine-based system with a component of machine learning or autonomous reasoning or decision making that can, for a given set of defined objectives, train on data and develop models to make predictions, recommendations, or decisions influencing real or virtual environments.

"AI-Enabled Product" means a RingCentral Service that utilizes AI.

"Customer Content" means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.

"Digital Line" means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.

"End User" means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer's employees, consultants, clients, external users, invitees, contractors and agents.

"Intellectual Property Rights" or **"IP Rights"** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and "moral" rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).

"Law" means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, or local or non-U.S. governmental body with jurisdiction over the Services.

"RingCentral Network" means the network and supporting facilities between and among the RingCentral points of presence ("**PoP(s)**"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, private IP networks, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer's own private network, or the PSTN.

"Service(s)" means all services provided under this Agreement and set forth in one or more Order(s).



RingCentral Acceptable Use Policy

Last updated: April 11, 2022

Any and all use of RingCentral Services is subject to and conditioned upon compliance with the following Acceptable Use Policy ("AUP").

This Acceptable Use Policy applies to all RingCentral Services. Please carefully review the following to determine if the Services you have purchased are subject to additional, service-specific prohibitions.

1. The Services (including any device, system, network, or account used in connection with the Services, or the RingCentral Network) may not be used to:
 - 1.1. **Illegal activity.** Violate any applicable law or regulation applicable to the use of the Services.
 - 1.2. **Resale Prohibited.** Engage in resale activities. Customer may not sell, resell, sublicense, assign, license, or sublicense the Service or any component thereof or use or offer the same on a service-bureau or time-sharing basis.
 - 1.3. **NO HIGH RISK USE.** Engage in high risk use of the Services. The Services may not be available in the event of a loss of power or internet connectivity, or network congestion. The Services are not designed, intended, or recommended for use in any situation where, in the normal course of use, service disruption could result in personal injury or death ("high-risk use"). High-risk use is prohibited except to the extent you have fail-safe alternatives in place at all times.
 - 1.4. **Infringing activity.** Infringe, misappropriate, or otherwise violate RingCentral's or anyone's rights (including intellectual property, privacy, personality, publicity, or otherwise; or display or use RingCentral's marks without consent or in violation of RingCentral policies.
 - 1.5. **Minors.** Exploit or harm minors (e.g., expose them to inappropriate content; ask for personally identifiable information without parental consent).
 - 1.6. **Malicious activity.** Transmit any material that contains viruses, time or logic bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.
 - 1.7. **Objectionable activity.** Act in an indecent, offensive, threatening, harassing, defamatory, libelous, fraudulent, malicious, disruptive, tortious, or other objectionable manner.
 - 1.8. **Misrepresenting origin and/or identity.** Mislead recipients as to Customer's identity. Create a false caller ID (e.g., ID spoofing), forge addresses or headers, or fraudulently undertake other technical measures to misrepresent the origin or identity of the sender.
 - 1.9. **Harvest information; spam; bulk messages.** Without consent: harvest or collect information about third parties or End Users, or send bulk communications.
 - 1.10. **Excessive or unauthorized use.** Use any device, system, network, account, plan, or the Services in an unauthorized manner or in excess of reasonable business use (e.g. interfere, inhibit, compromise, or otherwise harm the Services or the RingCentral Network (regardless of intent or knowledge)).



- 1.11. **Circumvent compliance or security.** Take advantage of, bypass, exploit, defeat, disable, or otherwise circumvent limitations of the Services, security mechanisms, or compliance with this AUP or any law.
 - 1.12. **Interception.** Intercept, capture, sniff, monitor, modify, emulate, decrypt, or redirect any communication or data for any purpose.
2. In addition to the prohibitions described in Section 1 above, RingCentral Services, (including any device, system, network, or account used in connection with the Services, or the RingCentral Network) may not be used to:
 - 2.1. Auto-dialing; trunking; traffic pumping;
 - 2.2. Perform auto-dialing or “predictive dialing”;
 - 2.3. trunk or forward your RingCentral phone or fax number to other numbers that handle multiple simultaneous calls or to a private branch exchange (PBX) or a key system; or
 - 2.4. traffic pumping or access stimulation of calls through the RingCentral Services or the RingCentral network.

The list above is not exhaustive or exclusive. For purposes of this AUP, “End User” means an individual user of the Services, and may be a natural person, and may include but is not limited to a Customer’s employees, consultants, clients, external users, invitees, contractors and agents. Except as otherwise provided, terms defined in the Agreement have the same meanings when used in this AUP.
3. RingCentral may act immediately and without notice to suspend or terminate the Services if, in RingCentral’s sole discretion, Customer’s or its End Users’ use of the Services violates the terms of this Acceptable Use Policy.