



# 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 Use Policies 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 the Use Policies. Any breach of this Section (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. 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.

**"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).

**“Use Policy”** refers to any of the policies identified in Section 5(B) (Use Policies).”



## RingCentral Acceptable Use Policy

Last updated: October 15, 2019

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

The Services (including any device, system, network, or account used in connection with the Services, or the RingCentral Network) may not be used to:

- **Illegal activity.** Violate any applicable law, including U.S. federal, state, or local laws or regulations, or any applicable law or regulation of any foreign jurisdiction, including applicable laws regarding the recording of communications.
- **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.
- **Auto-dialling; trunking; traffic pumping.** Perform auto-dialling or "predictive dialling" in an abusive manner; 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; traffic pumping or access stimulation of calls through the Services or the RingCentral Network.
- **Minors.** Exploit or harm minors (e.g., expose them to inappropriate content; ask for personally identifiable information without parental consent).
- **Interference; transmit viruses.** Interfere, inhibit, compromise, or otherwise harm the Services or the RingCentral Network (regardless of intent or knowledge); 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.
- **Objectionable activity.** Act in an indecent, offensive, threatening, harassing, defamatory, libelous, fraudulent, malicious, disruptive, tortious, or other objectionable manner; or create a false caller ID identity (i.e., ID spoofing), forge addresses or headers, or otherwise mislead others about a sender's identity or origin.
- **Driving; safety.** Use while driving or otherwise in an unsafe manner.
- **Harvest information; spam; bulk messages.** Harvest or collect information about third parties or End Users without consent; send bulk communications or other content without the recipient's consent.
- **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.
- **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.



- **Interception.** Intercept, capture, sniff, monitor, modify, emulate, decrypt, or redirect any communication or data for any purpose.

**Resale Prohibited.** Customer may not sell, resell, sublease, assign, license, or sublicense the Services or any component thereof or use or offer the same on a service-bureau or time-sharing basis.

**High Risk Use Prohibited. THE SERVICES ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE FOR ANY HIGH-RISK OR FAIL-SAFE PURPOSE OR ACTIVITY OR IN ANY ENVIRONMENT WHERE FAILURE, INTERRUPTION, MALFUNCTION, ERROR, OR UNAVAILABILITY COULD RESULT IN PHYSICAL HARM OR PERSONAL INJURY, DEATH OR DISMEMBERMENT, OR PROPERTY OR ENVIRONMENTAL DAMAGE. CUSTOMER SHALL NOT USE THE SERVICES FOR ANY SUCH PURPOSE OR ACTIVITY OR IN ANY SUCH ENVIRONMENT.**

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.

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.