

## **TERMS OF USE, SERVICE AND LICENSE AGREEMENT**

**Updated October 1, 2014, and effective as of November 1, 2014**

This agreement, for the provision of professional implementation services and the use of the Ring Authority suite of telecommunications, and web-based business management services and software, is entered into immediately and without further action, by and between Ring Authority and the customer and/or authorized user, both in their individual and corporate capacities, by signing of the Ring Authority order.

BY ACCEPTING THIS RING AUTHORITY TERMS OF USE, SERVICE AND LICENSE AGREEMENT (HEREINAFTER THE "AGREEMENT"), YOU AGREE TO, AND SUCH ACTION CONSTITUTES UNQUALIFIED ACCEPTANCE OF, ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PLEASE READ THE AGREEMENT IN ITS ENTIRETY BEFORE PROCEEDING FURTHER WITH THE USE OF THE SERVICE OR THE SOFTWARE AS YOU AND YOUR ORGANIZATION (IF ANY) ARE BOUND BY ALL OF ITS TERMS AND CONDITIONS. IF YOU ARE EXECUTING THIS AGREEMENT ON BEHALF OF A COMPANY, BY SIGNING THE RING AUTHORITY SERVICE ORDERS, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE COMPANY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH, AMONG OTHER THINGS, GOVERN THE PROVISION OF PROFESSIONAL IMPLEMENTATION SERVICES BY RING AUTHORITY, AS WELL AS THE USE OF RING AUTHORITY'S WEB-BASED, ON-LINE BUSINESS MANAGEMENT SERVICES (COLLECTIVELY HEREINAFTER, THE "SERVICES") AND ANY USE OF RING AUTHORITY'S SUITE OF RING AUTHORITY™ SOFTWARE APPLICATIONS (HEREINAFTER, THE "SOFTWARE"). THE TERMS "YOU" OR "CUSTOMER" REFER TO THE INDIVIDUAL OR A LEGAL ENTITY, AS APPLICABLE, THAT REGISTERS FOR, RECEIVES AND/OR USES THE SERVICES AND THE SOFTWARE. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT REGISTER FOR, RECEIVE AND/OR USE THE SERVICES OR THE SOFTWARE. YOUR USE OF THE SERVICES OR SOFTWARE FOLLOWING YOUR RECEIPT OF NOTICE OF ANY CHANGE IN THESE TERMS OF SERVICE CONSTITUTES YOUR AGREEMENT TO THOSE CHANGES.

### **Emergency 911 issues and disclosure**

You acknowledge that emergency 911 services accessed through equipment connected to the service through the internet may be different from emergency services through a wireline provider. These differences may have an adverse impact upon the ability or timeliness of the provision of 911 services to you or others in the event of an emergency. In addition, due to limitations on technology, the location reported for your telephone may not include your specific location within a business premise. Accordingly, you are responsible for the accurate reporting of the physical location where the service is to be used via the internet and for instructing each employee that he/she must state the specific location in which they are located within your premises in the event of an emergency. In the event that any equipment used to provide the service via the internet is moved to another location, you are responsible for notifying Ring Authority in writing to reflect the new physical location where the service is to be provided and for instructing each employee that he/she must update Ring Authority promptly in writing when such employee changes the physical location where the service is being provided. Even though you will be able to use the service without interruption in the event you change the physical location where the services are to be provided, it may take time to update emergency dispatch information, which could result in the failure to dispatch emergency personnel to the proper location.

You further acknowledge and understand the limitations of emergency 911 services provided via the service through the internet. Such limitations, which may preclude your ability to make emergency calls include, but are not limited to any of the following: loss of electrical power, loss of internet connection for any reason, defective customer premises equipment, network congestion, and delays from updating your registered physical location.

In some cases, emergency calls may not be routed to the designated emergency response center in your area. Rather, an emergency call may be routed to an alternative emergency dispatch center which may not have access to any or all of your registered physical location information. Consequently, you should be prepared to provide information with respect to your physical location sufficient to dispatch emergency personnel to you. This method may delay the dispatch of emergency personnel to your location. If the emergency call is disconnected for any reason prior to the time you have provided your physical location, emergency personnel will have no way to contact you or determine your identity or location, and you should immediately redial 911.

You agree to advise any and all employees, invitees, and every other person who may make calls using the service via the internet of the limitations described above, and to affix Ring Authority-provided labels on or near all sip telephones, analog telephone adapters and telephones attached to an analog telephone adapter having the capability of connecting to the service, and all computers having softphone software installed, regardless of whether such equipment was purchased from Ring Authority or a third party. Finally, you acknowledge that you have read the above limitations with respect to emergency calls over the service, that you understand these limitations, and that you agree to them.

**1. Price and Payment.** Customer will pay all fees or recurring charges billed by Ring Authority to your account in accordance with the fees, charges, and billing terms in effect at the time the billing is issued. All recurring services are invoiced in advance and required to be set up on auto-pay. All other unbilled, non-recurring charges will be billed in arrears. Any additional licenses or modules added, after the commencement of the services, will be billed pro-rata for the initial month. International rates vary by destination country, city, and band, and are subject to change by Ring Authority from time-to-time without prior notice. You will be charged for all calls to any international destination in full-minute increments at Ring Authority's then-current rate. Notwithstanding any other provision of this agreement, this agreement is subject to change, modification, or cancellation as may be required pursuant to any order, rule or decision of a public utility commission, the federal communications commission, state or federal court of competent jurisdiction, and Ring Authority shall have the right to amend in writing this agreement following thirty (30) days written notice to customer. All taxes, regulatory fees, or other charge imposed by any governmental authority are in addition to the fees and charges of Ring Authority and are the responsibility of customer. It is the express intention of the parties that customer, and not Ring Authority, shall bear the risk of loss arising from any unauthorized or fraudulent usage of services provided under this agreement to customer. Ring Authority reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the services, or any use thereof, provided, however, that any such action shall be consistent with applicable federal and state laws, rules, and regulations and provided further that the failure to take any such action shall not limit customer's responsibility for all usage of the services. You must also report and pay any applicable taxes to the appropriate governmental agencies and you hereby indemnify Ring Authority against any claim arising out of your failure to do so.

**2. Term.** The service is provided on a contractual basis for a term enumerated on the Ring Authority service orders and shall be renewable at the end of the current term for a successive term of the same length unless either party gives written notice of its intention not to renew thirty (30) days before

expiration of the current term. Customer is responsible for all charges, including usage, until the termination date.

**3. Non-payment.** Services and software are provided on a prepaid basis with full payment due by the first day of the service period. Charges are past due and actionable if not paid by five (5) days of the due date. If timely payment is not received for any reason following ten (10) days from the then-current billing cycle, without any notice to you, Ring Authority reserves the right to either suspend or terminate your access to and/or receipt of the services and software and to terminate this agreement. Reconnect fees shall apply to re-establish service if terminated. If Ring Authority receives an authorized cancellation notice from you and in accordance section 2 above, you will be obligated to pay balance any outstanding balance incurred or due on your account, whether such balance has been billed to you or not. You agree that Ring Authority may charge such unpaid balance to your credit card or other automated billing account, or otherwise bill you for such unpaid balance. Delinquent payments are subject to a late-payment charge of the greater of 1.5% of the outstanding balance, or the maximum amount allowed by law, whichever is higher.

**4. License grant.** Ring Authority hereby grants, and customer accepts, a limited, non-exclusive, non-transferable, revocable license to use the services and software for customer's internal business use only. The grant of the license to use the software is limited to the right of use in connection with the services provided by Ring Authority and shall not entitle customer to use the software in any other circumstance. Further, to the extent it can, Ring Authority hereby grants, and customer accepts, a limited, non-exclusive, non-transferable, revocable license to use and to display the audio and visual information, documents, products and software contained in or made available through the services and software (the "content") solely for customer's own internal business purposes. All rights not expressly granted by Ring Authority to customer are hereby expressly retained by Ring Authority. This license shall terminate immediately upon the termination or expiration of this agreement regardless of the reason.

**5. Restrictions.** Customer shall not, and shall not permit any third party to, modify, decompile, reverse engineer, recreate, disassemble, or otherwise attempt to determine the makeup of the software or services. Customer is permitted to store, manipulate, analyze, reformat, print, and display the content only for its internal business purposes. Unauthorized use of the content, services or software, or the resale or sublicensing of the content, services or software, is expressly prohibited. You shall not transfer, make available, distribute, or assign the content, services, software or this agreement to any third party. You also shall not create an internet "link" to the services or software, or "frame" or "mirror" any content contained on, or accessible from, the services or software on any other computer server or internet-based device.

**6. Third party interaction.** In your receipt or use of the services and software, you may enter into correspondence with, purchase goods and/or services, or participate in promotions of advertisers or sponsors showing their goods and/or services through the service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Ring Authority shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party facilitated by the services or software.

**7. Links to third party sites.** Ring Authority does not endorse any sites on the internet which are linked through the services and/or software, if any. Ring Authority may provide these links to you only as a matter of convenience, and Ring Authority shall have no liability, obligation or responsibility for any such any content, products, or other materials on or available from such sites or for any negative effect on customer, or any hardware or software of customer, that is caused, whether directly or

indirectly, by customer's interaction with any sites on the internet which are linked through the services and/or software.

**8. User accounts.** Customer understands and agrees that, where applicable in Ring Authority's discretion, a user account is required to access the services and software. Where a user account is required, that user account may be accessed and used only by those individuals who are registered with and accepted by Ring Authority as having a user account (an "authorized user"). Customer may add additional authorized user accounts in the course of receiving and/or using the services and software, and in doing so, you agree to pay all charges associated therewith. The customer or the authorized user will specify a personal, non-transferable password. Authorized user accounts may not be "shared" or used by more than one named individual, other than the administrative "operator" account that may be used by an appropriate number of individuals required to administer the use of services and software within customer's organization.

**9. Authorized user responsibilities.** Customer is solely responsible for creating and protecting the confidentiality of all passwords, for restricting access to the services and software to authorized users within your organization and for preventing unauthorized access both from within and from outside of your organization. Customer is also solely responsible for any and all activities that occur during the use of the services and software accessed through your password(s), and for ensuring that authorized users exit or log-off from their accounts at the end of each session of use. Customer shall notify Ring Authority immediately of any unauthorized use of passwords or authorized user accounts, any copying, reverse engineering or distribution of the content, services or software (or any attempt at these actions), or of any other breach or attempted breach of security that is known or suspected by customer or an authorized user. Notwithstanding this notice requirement, customer shall use its best efforts to stop immediately any unauthorized use of passwords or authorized user accounts, any copying or distribution of the content, services or software that is known or suspected. Except as expressly provided for herein, Ring Authority shall not be responsible for any unauthorized access to, or alteration of, any transmissions, data, material or information sent or received, regardless of whether the transmission or data is actually received by Ring Authority, during the use of the services or software or caused by the failure of the customer or any authorized user to abide by this agreement.

**10. Authorized user conduct.** Federal and state laws may govern use of the service. Customer hereby agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with use of the services and software. Customer acknowledges that Ring Authority merely provides the services, and that the responsibility to use the service in a lawful manner lies solely with customer. Customer further agrees to abide by all terms of service as set forth herein and other rules, regulations of Ring Authority as herein or otherwise stated and as amended and supplemented from time to time. In addition, without limitation, customer agrees not to use the services or software: (a) in connection with sending unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (b) to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (c) to transmit through or post with the services or software unlawful, harassing, libelous, abusive, harassing, tortuous, defamatory, threatening, harmful, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way under the law or otherwise; (d) to transmit or knowingly to accept any material that may infringe the intellectual property rights or other rights of third parties, including, but not limited to, trademark, copyright or right of publicity; (e) to transmit or knowingly to accept any material that contains software viruses or other harmful or deleterious computer codes, files or programs such as, but not limited to, Trojan horses, worms, time bombs or cancelbots; (f) to interfere with or disrupt or to

attempt to interfere with or disrupt computer servers or networks connected to the services and/or software or violate the regulations, policies or procedures of such networks; (g) to attempt to gain unauthorized access to or to gain access to the services and/or software, other accounts, computer systems or networks connected to the services and/or software, through password mining or any other means; or (h) to harass or interfere with another user's use and enjoyment of the services or software, whether or not they are an authorized user; (i) to unlawfully record conversations in violation of applicable federal and state law; and, (j) to transmit or receive communication that is unlawful under federal or state law.

**11. Account information and data.** Ring Authority does not own any data, information or material that customer submits to the services ("data"), unless Ring Authority specifically tells you otherwise before you submit it. Except as set forth herein or otherwise required by law, Ring Authority will not monitor, edit, or disclose any information regarding you or your account, including any data, without your prior permission, except in accordance with this agreement. Ring Authority does provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties, but such information will not include any identifying information. Ring Authority may access customer's account, including its data, to respond to technical problems with the services and/or software, or as provided for in this agreement. Customer, not Ring Authority, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all data and, except as provided for herein, Ring Authority shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data. Customer understands and agrees that it shall be customer's sole obligation to take, and that it will take, all measures necessary to protect its data, including without limitation, the timely backup of all data on one or more systems that operate independently from the system associated with the services and software.

**12. Use, storage and other limitations.** Ring Authority reserves the right to establish or modify general practices and limits concerning use of the services and software, including without limitation, the maximum number of days that content will be retained by the service, the maximum disk space that will be allotted on servers owned and/or operated by Ring Authority on your behalf, the maximum utilization of telephone lines and minutes and the maximum number of e-mails or faxes transmitted, if any. Where practical, Ring Authority will provide you with prior notice of such new or modified practices; provided however, that Ring Authority shall have the absolute right to implement such new or modified practices without prior notice in its sole discretion and without liability of any kind.

**13. Termination.** Ring Authority, in its sole discretion, may terminate your password, account or receipt and/or access to or use of the services and software, as well as all data associated therewith, and remove and return or dispose of any data within Ring Authority's control, immediately and without notice if you fail to comply with this agreement. You may terminate this agreement if Ring Authority breaches this agreement and fails to cure such breach within thirty (30) days its receipt of written notice thereof. If customer is not in breach of this agreement, and requests in writing within ten (10) days of termination, Ring Authority shall make available a file containing all customer data that is available on Ring Authority's system as of the date of the request. Ring Authority shall have no obligation to make such data available if this agreement is terminated because of customer's breach or where customer has failed to pay any amount billed by Ring Authority in a timely manner. Customer expressly acknowledges and agrees that Ring Authority shall have no liability whatsoever to customer where it fails or is unable to make available data to customer following the termination of this agreement. Upon termination of an authorized user account or this agreement pursuant to this section 13, the authorized user's and customer's rights to use such account and/or the services and/or software shall immediately cease, and Ring Authority shall have no obligation to maintain any data within its control or to make available any data to customer or any third party. In the event customer terminates the service upon written notice to Ring Authority of not less than thirty (30) days prior to

completion of initial or subsequent terms of the Ring Authority service agreement, customer acknowledges and agrees that the full balance of the remaining term of the Ring Authority service agreement shall immediately become due and payable.

**14. Proprietary rights.** The license granted herein shall not be deemed to grant you any right, title or interest in or to the services, software or any content and, in all circumstances Ring Authority shall be deemed to retain all right, title and interest, including copyright and all other intellectual property rights, in and to the services, software and content. All rights not expressly granted by Ring Authority to customer are hereby expressly retained by Ring Authority, and nothing herein shall be deemed to authorize the customer to use any trademark or service mark of Ring Authority. The customer shall not remove or alter any copyright and/or trade secret notice affixed to any of the services, software or content.

**15. Local laws and export control.** Ring Authority controls and operates the services and software from a chosen location in the United States of America and is subject to the United States export administration laws and regulations. Ring Authority makes no representation that the services or software are appropriate or available for use in other locations. If you use the services or software from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the services, software or content contrary to United States' law is prohibited. None of the software or content, nor any information acquired through the use of the services and/or software, has or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor is or will be used for nuclear activities, chemical biological weapons, or missile projects, unless specifically authorized by the United States government for such purposes. You shall comply strictly with all United States export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

**16. Disclaimer of warranties.** Ring Authority and its licensors (if any), make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the services, the software or any of the content, the data or other information or data obtained through the use of the services and/or software. Ring Authority and its licensors, if any, do not represent or warrant that: (i) the use of the services and/or software will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (ii) the services and/or software will meet your requirements or expectations; (iii) any stored data will be accurate or reliable; (iv) the quality, reliability or workmanship of any products, services, information, or other material purchased or obtained by customer through the use of the services and/or software will meet your requirements or expectations; (v) errors or defects in the services or software will be corrected in a timely manner or at all; or (vi) the services or software or the server(s) that make the services and/or software available are or will be free of error, malfunctions, viruses or other harmful or defective components. The services and software and all content is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby expressly and conspicuously disclaimed to the maximum extent permitted by applicable law by Ring Authority, Inc. And its licensors (if any). Any equipment purchased through or from Ring Authority may include a warranty from the manufacturer, which shall be solely between you and the manufacturer.

**17. Limitation of liability.** In no event shall Ring Authority's aggregate liability exceed the amount actually paid by customer in the three (3) month period immediately preceding the event giving rise to such claim. In no event shall Ring Authority and/or its licensors (if any) be liable to anyone, customer, an authorized user or otherwise, for any special, incidental, indirect, statutory, exemplary, punitive or consequential damages, of any kind whatsoever, or for any loss of data, lost profits, business or

revenue, loss of use or goodwill, use, or other lost economic advantage, arising out of or related in any way whatsoever or connected to the services, software, content, this agreement (or the breach hereof) or any content, information or data otherwise obtained from or through the services and/or software, whether such claims are based on breach of contract, negligence, strict liability, tort, any federal or state statutory claim, or any other legal or equitable theory, even if Ring Authority or its licensors (if any) knew (actually or constructively), should have known, or had been advised of the possibility of such damages or interruption, inaccuracy, error or omission, regardless of cause. The foregoing limitation shall survive and apply even if any limited remedy specified in this agreement is determined to have failed of its essential purpose. Customer understands and agrees that no credits are applied to customer's account as a consequence of any interruption in service. Notwithstanding anything to the contrary, Ring Authority shall have no liability whatsoever in the event customer has, either under Ring Authority's direction or customer's own doing, misconfigured any telephone or other device connecting to the service. Customer acknowledges and agrees that the limitation of Ring Authority's liability is a material term as to Ring Authority and that it would not otherwise enter into this agreement without this limitation, and that customer agrees these limitations are reasonable.

**18. Broadband Internet Requirement and Compatibility with Other Services.** Client acknowledges that the Ring Authority services are delivered to the client via a broadband internet service which is provided by and the responsibility of the client to maintain. Events beyond our control may affect our service, such as power outages, fluctuations in the internet, your underlying ISP or broadband service, or your internal network and equipment. Service disruptions caused by your ISP or internal network and equipment are the responsibility of the client to resolve. At our discretion, we may assist the client in resolving the issue and such services are considered outside the scope of this Agreement and billable to the client at our current hourly service rate. You acknowledge that the Service is not compatible with all non-voice communications equipment, including but not limited to, some office security systems, emergency phones in elevators, fax machines, modems and medical monitoring devices. By accepting this Agreement, you waive any claim for interference with or disruption of such systems due to the Service. In addition, some providers of broadband service may provide modems that prevent or interfere with the transmission of communications using the Service. We do not warrant that the Service will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

**19. Additional rights.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

**20. Indemnification.** Customer hereby indemnifies and holds Ring Authority, its licensors, and each such party's parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with customer's receipt and/or use of the services, software, content and/or data (including any actual or alleged infringement of any third party's intellectual property or rights) or breach of any of the terms and conditions of this agreement.

**21. Damage to and encumbrances on equipment.** All equipment, excluding equipment purchased by customer, will at all times remain the property of Ring Authority. You may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. You agree to pay the full retail cost for the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned equipment or part thereof, together with any costs incurred by Ring Authority in obtaining or attempting to obtain possession of any such equipment. You hereby authorize Ring Authority to charge your ach account, credit card or other payment method authorized by you for any

outstanding service, equipment, and repair and replacement costs described herein. Ring Authority may, at its option, install new or reconditioned equipment, including swapping your existing equipment, for which you may incur a fee.

**22. Submissions.** Ring Authority alone will own all right, title and interest, including all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, or other information provided by you relating to the services or the software or otherwise ("submissions"), and you agree to assign such submissions to Ring Authority free of charge and to waive any and all right to any compensation should Ring Authority elect, in its discretion, to implement, sell or otherwise utilize such suggestions, ideas, feedback, recommendations, or other information provided by you. Customer agrees to perform, during and after the term of this agreement, all acts deemed necessary or desirable by Ring Authority to permit and assist it in evidencing, perfecting, obtaining, maintaining, defending and enforcing rights and/or customer's assignment with respect to such assigned rights to the submissions. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Ring Authority may use such submissions as it deems appropriate and in its sole discretion.

**23. Notice.** Ring Authority may give notice by means of a general notice through the services, notice included on invoices, electronic mail to your e-mail address on record in Ring Authority's account information, or by written communication sent by first class mail to your address on record in Ring Authority's account information. You may give notice to Ring Authority (such notice shall be deemed given when received by Ring Authority) at any time by any of the following: electronic mail to support@ringauthority.com, letter sent by confirmed facsimile to Ring Authority at the following fax number: (941) 870-6136; or by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Ring Authority at the following address: Ring Authority, Inc., 722 Apex Road Unit G, Sarasota, FL 34240, with delivery receipt required.

**24. Disputes.** Customer shall give the Ring Authority written notice of the dispute within five (5) days of the date shown on the billing summary. Such notice shall include a complete description of all bases for each dispute and shall include all documents necessary for Ring Authority to evaluate each dispute. The existence of a validly filed dispute shall in no way relieve customer of its obligation to pay all amounts billed by Ring Authority, including any disputed amounts. Failure by customer to provide notice, description or documents within such five (5) day period shall constitute an irrefutable presumption that all billed amounts are correct, due and owing. In the event that a proper dispute arising out of or relating to this agreement is provided, the parties will attempt to resolve such dispute in good faith through negotiation. In the event a resolution cannot be reached within ten (10) days of the submission of a dispute, such controversy or claim shall be negotiated between appointed counsel or senior executives of the parties who have authority to settle the controversy. If the parties fail to resolve such controversy or claim within thirty (30) days of the disputing party's notice, either party may seek resolution to the dispute through arbitration as set forth below.

**25. Dispute resolution.** All disputes arising out of or related to the provision of any service by Ring Authority to customer shall be resolved by binding arbitration. All arbitrations shall be filed in either the City of Sarasota or Sarasota County Florida. The arbitration shall be conducted before a single arbitrator in accordance with the commercial rules and practices of the American Arbitration Association then in effect.

The arbitrator shall have the power to order specific performance if requested. Any award, order, or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. All such arbitration proceedings shall be conducted on a confidential basis. A failure, by any party, to appear and participate in arbitration proceedings will permit the participating party to obtain a default award. The arbitrator may, as part of the arbitration award,



permit the prevailing party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration.

**26. Modification to terms.** Ring Authority reserves the right to modify the terms and conditions of this agreement or its policies relating to the services and/or software by giving customer thirty (30) days notice thereof or as may be published at [www.ringauthority.com/tos](http://www.ringauthority.com/tos). Customer's continued use of the services and software after any such modifications shall constitute consent to such changes.

**27. Waiver.** No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the party to which it is attributed. No consent by a party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of, any subsequent breach or default.

**28. Assignment.** Neither this agreement, nor any rights or obligations under it may be assigned by customer without the prior express written consent of Ring Authority.

**29. Partial invalidity.** If any provision of this agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render this agreement unenforceable, but rather this agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of this agreement, the parties shall promptly attempt to negotiate a substitute therefore.

**30. Entire agreement.** This agreement, together with any attached schedule(s) or attachment(s), and all service orders, represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the parties relating to the service. This agreement supersedes any and all prior agreements between Ring Authority and customer with respect to the provision of services. As of the effective date hereof, all said prior agreements shall be rendered null and void and have no further force or effect. Further, as of the effective date hereof, any and all service provided pursuant to said prior agreements, if any, shall henceforth be governed by and provided subject to the terms of this agreement.

**31. Relationship of parties.** Neither this agreement nor the provision of service hereunder shall be deemed to create any joint venture, partnership or agency between Ring Authority and customer. The parties are independent contractors and shall not be deemed to have any other relationship. Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent act.