

SAAS AGREEMENT

This SOFTWARE AS A SERVICE LICENSE AGREEMENT (this "Agreement"), is between Netpeak LTD, a limited liability company, having its principal place of business Unit 2000, 2nd Floor, 6 Market Place, Fitzrovia, London, United Kingdom, W1W 8AF, hereinafter referred to "Company", "We" or "Us" (or otherwise as the context may require) and each individual or legal entity which is subscriber to, or user of the "Software" (as defined below), except those who should enter into another agreement of the ones that are available via the link - <https://ringostat.com/oferta>, referred to hereinafter as "You" or "Customer" (or otherwise as the context may require). If you register on our Website or take any other affirmative action indicating your acceptance of this Agreement, then you have agreed to these terms. If you are an agent or employee of the intended subscriber or user, you individually represent and warrant to Netpeak that you are authorized to bind that party to this Agreement.

1. ACCEPTANCE OF TERMS

1.1. You must either: (i) enter into a separate agreement with us describing the specific terms and conditions of the Services to be provided to you, or (ii) complete the registration process made available to you by us or by our partner(s), and such registration must be approved by us. Such separate agreement or registration process may be in one or more different formats and may be made available to you either online or offline, subject to change without prior notice.

1.2. Our Services are offered only to parties that can legally enter into and sign binding contracts. By accepting the terms of this Agreement, you represent and warrant to us that you are age eighteen (18) or older and the authorized signatory.

2. DEFINITIONS

2.1. Software — the software service for which Customer has paid, including any Updates relating thereto that may be provided hereunder or thereunder, and any derivative works of the foregoing

2.2. Update — any patch, bug fix, release, version, modification or successor to the Software

2.3. User — you or a named individual to whom you have granted access to use the Ringostat on Customer's behalf, regardless of whether or not the User actually accesses the Software. Users may be Customer's employees, consultants, contractors or agents.

2.4. Ringostat — the specific internet-accessible service via the Website that provides usage of the Software that available to Customer over a network on a term-use basis and any related services.

2.5. Website — <https://ringostat.com>, including subdomains and related Websites, as well as any information, texts, graphical, video and other materials, placed on the mentioned above Internet site or associated with the brand and Ringostat trademark.

2.6. Price page — the web-page on the Website accessible via the link - <https://ringostat.com/pricing>, that contains information about the Plans and terms of Subscription to Ringostat.

2.7. Plans — terms of the Agreement which are accessible on the Price page, which determine the number of features and limits of the Ringostat and the cost of Subscription.

2.8. Subscription — shall mean that paid period during which Customer has online access and right to use of the Ringostat for the one Project on the conditions of chosen Plan under one Project. Each Project correspond to one separate Subscription

2.9. Support — the ongoing services by Company to support Ringostat.

2.10. User Account — a virtual part of the Website that provides access to the lawful use of Ringostat, setting up, managing and monitoring the personal use of Ringostat, with the capabilities of Plan selection, Subscription, etc. Each User Account is assigned a unique number (User id). User Account contains the information about the User, means of access and authorization of the User etc.

2.11. Project – set of data specified by the User and the connection made by him for a customer's Site, settings of Ringostat launchers in accordance with the chosen Plan. Identification of the Project in the User account is carried out with the domain name indication of the Customer's site, to the relation of which the User has completed the connection and will use the Ringostat. The User may have more than one Project.

3. CALL RECORDING

3.1. Ringostat makes available technology that offers Users the ability to record incoming and/or outgoing telephone calls. When a calling party initiates a call to a tracking phone number, Ringostat will, at your discretion, create a digital audio recording of the telephone call. The laws regarding the notice and notification requirements of such recorded conversations vary by jurisdiction. You are responsible for applying the local laws in the relevant jurisdiction when using this feature. Ringostat provides the ability to play a customizable voice message at the beginning of each call to alert callers that the call will be recorded. If you choose to record telephone calls, you expressly agree and acknowledge that:

3.2. you authorize Ringostat to make incoming and/or outgoing call recordings on your behalf.

3.3. you either:

3.3.1. authorize Ringostat to play a voice message notifying the caller that the call is being recorded prior to the call being connected to the party answering the call; OR

3.3.2. make the necessary arrangements to ensure that the caller and/or call recipient is provided with the necessary warning about the presence of any recordings made of a call in accordance with the law;

3.3.3. you must notify your employee, contractor, officer, agent, authorized representative or other third parties that their telephone conversation with a caller and/or call recipient is being recorded by Ringostat; and

3.4. Company shall have no liability whatsoever in respect of any use made by you, your employee, contractor, officer, agent, authorized representative or other third parties, of the recordings and its contents, and/or of any personal information.

4. REGISTRATION AND FEES

4.1. The Company requires registration and subscription as will be indicated on the Price page.

4.1.1. Each User wishes to join Ringostat will have to register (create a User Account) and create through the Website at no cost.

4.1.1.1. You hereby confirm that (a) your details provided therein are true and accurate details in the registration form. (b) you will maintain the accuracy of such information; (c) you are at least eighteen (18) years of age and have the capacity and authority to enter into this Agreement; and (d) your use of the Ringostat does not violate any applicable law or regulation.

4.1.2. After registration, you become a Registrant and will have the ability to create a Project to participate in some, but not all, of the features and services available within the Ringostat. We reserve the right to deny or refuse any registration form or to cancel any existing accounts.

4.1.3. During the creation of the Project, you will have the ability to choose the Plan for this Project. Upon the completion of Project creation, you will have a 14-days free trial period of Project usage with settings

and launches set on Project creation phase.

4.2. Only after creating a Project and making the first fee payment using the payment methods accessible on the Website and in an amount that depends on the Plan you choose, you become a Subscriber and will be able to use the Ringostat in accordance with your Subscription.

4.3. Any and all payments made in connection with the Ringostat shall be non-refundable for any reason whether you used the Ringostat in whole or in part of have not used it at all.

4.4. With respect to registration to Ringostat, you will be required to provide your own valid payment means that will be charged once a month/ three months/ semi-year/ year/ three years (depends on your Subscription period) for the price of the Ringostat as specified on the Price page. Purchase of Ringostat shall be for a minimum period of at least one month.

4.5. We will continue to charge your payment (renewal) on your Subscription basis unless you disable this function in your User's account. You are responsible for taking action prior to renewal if you do not want your Subscription to renew automatically. You may not receive further notice of your renewal after signing up for a Subscription.

4.5.1. You are responsible for ensuring that the credit card associated with your account or subscription is up to date, that information posted in connection with it is accurate, and that you are authorized to use that credit card.

4.6. If your Subscription payment for the next Subscription period is not received, your Subscription will be canceled.

4.7. Confirmation of the payment received is the statistics accessible in the User Account.

4.8. While Ringostat may be paid for via invoice, We reserve the right to quote additional fees for invoiced accounts.

4.8.1. If We have entered into an invoicing relationship with you, the following terms apply unless superseded by written agreement:

4.8.1.1. You agree to pay all undisputed invoices within seven (7) days;

4.8.1.2. Payment shall be made in the currency of the country of your residence or registration of the legal entity/ or in EURO and/or USD, in the amount equal to the cost of the chosen Plan;

4.8.1.3. If you fail to pay an invoice, We reserve the right to cancel your Subscription, access to Ringostat, and any data associated with your Subscription.

4.9. Depending on the country, a rate of foreign exchange and chosen kind of payment you can be additionally charged commission fees when paying for the Services. The tax rate depends on the payment information, which you shall give while paying for the Services.

5. RIGHTS AND OBLIGATIONS OF THE COMPANY

5.1. The Company is obligated to provide Users with Support during eight (8) hours Monday through Friday, except public holidays. You can submit an unlimited number of requests for technical support per day. Request processing standard time from the date of its submission by the User of Ringostat shall be twenty-four (24) hours on work days.

5.2. The Company has a right to unilaterally change a cost of Plans.

5.3. We can unilateral cancel your User Account and terminate this Agreement in case of:

5.3.1. Breaking the conditions of this Agreement.

5.3.2. Diversions from the normal usage patterns established by Company.

5.3.3. Attempts to inflict damages on the reputation or normal work of Ringostat and the Website.

5.3.4. Creation of legal risks for the Company.

6. PERMITTED USE

6.1. We grant you a limited, revocable, non-exclusive license to access and make personal use of the Ringostat and the Software in accordance with your Plan. The Ringostat and the Software, in whole or in part, may not be reproduced, republished, downloaded, uploaded, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our prior written express consent. The User login credentials may not be shared with anyone.

6.2. You will not:

6.2.1. Use the Ringostat for any purposes other than the purpose expressly allowed by us herein;

6.2.2. Rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any materials contained in the Ringostat;

6.2.3. Use the Ringostat for any illegal purpose, harmful manner, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

6.2.4. Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Ringostat, features that prevent or restrict use or copying of any content accessible through the Ringostat, or features that enforce limitations on the use of the Ringostat;

6.2.5. Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software, Website or any part thereof;

6.2.6. Modify, adapt, translate or create derivative works based upon the Ringostat; the content of the Services or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law; or

6.2.7. Intentionally interfere with or damage operation of the Ringostat or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;

6.2.8. Use the Ringostat in order to provide similar services to any third party or for competing with our Service;

6.2.9. Use Ringostat or content on any platform or website not provided and approved by us, make any misrepresentations or abuse Ringostat, or otherwise violate anyone's rights or any applicable laws. Failure to abide by any of these rules may bring us to cancel your account and stop providing you services with Ringostat.

6.3. Without limitation, We may refuse, suspend or terminate a Subscription (or any renewal thereof) if User violates, threatens to violate, or reasonably appears to carry a significant danger of violating, this Agreement (or any other our policy or agreement) in any manner, and We reserve any and all other rights available at law or in equity with respect thereto.

7. THIRD PARTY SERVICES

7.1. Ringostat may provide, or users may provide, links to World Wide Web sites or resources (“Third Party Material”). Because we have no control over such Third Party Material, you acknowledge and agree that we are not responsible for the availability of such Third Party Material, and do not endorse and are not responsible or liable for any Third Party Material, advertising, products, or other materials on or available from such Third Party Material. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Third Party Material, goods or services available on or through any such Third Party Material. **ACCESS AND USE OF THIRD PARTY MATERIALS, INCLUDING THE INFORMATION, MATERIALS AND SERVICES ON OR AVAILABLE THROUGH THIRD PARTY MATERIALS IS SOLELY AT YOUR OWN RISK.**

8. ELECTRONIC COMMUNICATIONS

8.1. When you use Ringostat or send e-mails to us, you are communicating with us electronically. We, therefore, take this as your consent to receive communications from us electronically. By doing so you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any and all legal requirement that such communications be in writing.

9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE AND/OR SERVICES OR THE INFORMATION, CONTENT, MATERIALS, OR APPLICATIONS INCLUDED ON THE SERVICES, AND YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES IS AT YOUR SOLE RISK. WE DO NOT GUARANTEE THAT RINGOSTAT AND SOFTWARE WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT IT WILL PROVIDE SPECIFIC RESULTS FROM USE OF RINGOSTAT AND SOFTWARE OR ANY CONTENT, SEARCH OR LINK ON IT. RINGOSTAT AND SOFTWARE AND THE CONTENT THEREIN ARE DELIVERED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF RINGOSTAT AND SOFTWARE, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR FOR LOST PROFITS, REVENUES OR BUSINESS OPPORTUNITIES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT AND FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE. WE WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, DEVICE VIRUSES, MALICIOUS CODE OR OTHER DEFECT IN OUR RINGOSTAT AND SOFTWARE. NO LICENSE TO THE USER IS IMPLIED IN THESE DISCLAIMERS. CERTAIN PROVINCIAL AND/OR STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

10. INTRODUCTION OF AMENDMENTS

10.1. Ringostat shall reserve the right unilaterally to change, supplement, or replace some or all Conditions of this Agreement, having come into force from the date of its placement on Website, including, but not limited to, commission fees related to the use of Ringostat. The further use of Ringostat after such changes have been made shall mean, that you accept them. For all active Subscribers changes shall have no retroactive effect and come into force no earlier than the thirtieth day after publication.

10.2. Every provision of this Agreement shall be independent and have legal force. If one of the provisions of these conditions becomes invalid, this will not influence the legitimacy of the other provisions.

11. TERMINATION OF THE AGREEMENT

11.1. This Agreement terminates after the cancellation of User Account and/or Subscription.

12. OTHER TERMS

12.1. This Agreement shall be governed by the laws of the United Kingdom.

12.2. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. This agreement shall represent the full scope of terms between Consultant and Client related to the services described therein. Any addition or modification to this agreement shall require written approval by both parties.