SPECTRUM BUSINESS

UNIFIED COMMUNICATIONS WITH RINGCENTRAL
ENTERPRISE TERMS OF SERVICE

The Unified Communications with RingCentral Enterprise Terms of Service contain prices and descriptions for RingCentral Services ("RingCentral Service(s)" or "Service(s)") offered by Charter Communications Operating, LLC ("Charter" or "Spectrum") to Spectrum Business Customers of enterprise services ("Customer(s)") and their end users ("End User(s)"). The rates, terms and conditions in the Unified Communications with RingCentral Enterprise Terms of Service are incorporated into and are part of the Spectrum Business Agreement for Enterprise Services ("Service Agreement") posted at https://enterprise.spectrum.com/legal/terms-and-conditions.html (or subsequent URL).

1.   Description of RingCentral Services. Unified Communications with RingCentral ("UC with RingCentral") is a fully featured, cloud based voice service provided by RingCentral and offered to Customers by Spectrum. If Customer selects UC with RingCentral Service, Customer will receive a combination of (i) instant messaging and presence service, (ii) communication services (phone and/or video calling service with optional add-on features), (iii) desktop sharing service, (iv) conferencing, and (v) web collaboration service. UC with RingCentral services may also be available in personal computer, mobile phone, and tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service (i.e., soft phone service). If Customer or an End User accesses UC with RingCentral through use of an application, certain features, functionalities, or capabilities, such as two-way calling, may not be available. When using such an application, Customer and End Users are subject to the terms of such application and the terms of Spectrum's Service Agreement (including these UC with RingCentral Terms of Service). Changes made to the features, functionalities, capabilities of UC with RingCentral, or to an application accessing UC with RingCentral, shall be in Spectrum's sole discretion.

(a)   911 Calling. UC with RingCentral will have soft phone functionality with 911 calling capability If Customer's or an End User's software and service are properly installed, configured and updated. Customer and End User understands that such soft phone service, including 911 calling capability, will not function properly unless correct and valid address information has been entered into the soft phone service or application that reflects the application and/or associated device location. Failure of Customer or End User to enter correct and valid address information, prior to initiation of such Service and anytime Customer's or End User's location of the soft phone changes, may result in a delay or inability in dispatching 911 emergency service to Customer's or End User's location. If Customer purchases applicable RingCentral Equipment (defined below) from Spectrum, e911 stickers will be provided to Customer. Customer has the responsibility to affix the stickers as instructed. In the case where Customer provides its own phones, Customer will be provided e911 stickers at Customer's request.

(b)   Billing. Services and products may be available before the Billing Start Date. Additionally, certain items such as phone purchases or usage fees (e.g., international calls) may be incurred by Customer prior to the Billing Start Date. Notwithstanding anything in this Attachment or the Service Agreement to the contrary, billing for the Service shall commence on either a date as mutually agreed-upon by Customer and Spectrum (as reasonably demonstrated by written agreement (including e-mail) exchanged between the Parties) or no later than ten (10) days after the Billing Start Date.

(c)   Caller ID. It is Customer's responsibility to ensure the correct Caller ID is used for outbound calls. Customer must be able to show proof of ownership of the Telephone Number(s) being used for outbound Caller ID, in compliance with any federal or state laws and regulations.

(d)   Service location updates. Taxes and fees (for purchases, monthly fees, chargeable calls, and professional services) are assessed based on the Primary Place of Usage ("PPU") where the Service is delivered. Customer is responsible for ensuring its billing location and PPU is accurate and maintained.

(e)   Changes to service. Customer shall ensure that only authorized users are granted privileges under Customer's account with Spectrum to place orders and/or to add, change, move, or discontinue services or phones. In addition, Customer shall ensure only authorized users are granted user privileges to manage End Users, obtain Call Detail records, obtain call recordings or perform other administrative functions.

2.   Usage Rates for UC with RingCentral Services. UC with RingCentral is offered subject to the Calling and SMS/MMS Plans, Rates and Fees at:
https://akstage.spectrumenterprise.com/services/voice/unified-communications/unified-communications-with-ringcentral.html (or subsequent URL).

3. Equipment Purchase, Equipment Installment Plan, and Warranties.

(a)   RingCentral Equipment. Customer may elect to provide its own compatible phones and/or related devices or purchase from Spectrum phones and/or related devices as part of the UC with RingCentral service ("RingCentral Equipment"). There is no monthly rental option. Spectrum offers eligible RingCentral Equipment purchase choices with options to spread the payment price over a term, called the Equipment Installment Plan ("EIP"). Customer receives title to the RingCentral Equipment regardless of payment option selected.

(b)   Equipment Installment Plan. The only RingCentral Equipment eligible for the EIP are phones. The Service Order will reflect the One-Time purchase price. Invoicing for phones will be based on the payment plan selected by Customer (One-Time Purchase or one of the EIP options). Applicable taxes and fees are fully assessed at the time of sale and are not included in the EIP monthly payments. Spectrum reserves the right to modify / update the phone purchase / EIP pricing.

(c)   RingCentral Equipment Warranties.

   i.   **Phones**. If within the first twelve (12) months from the date of purchase of the phone from Spectrum (the "Phone Warranty Period") Customer discovers that any aspect of the phone is defective, Customer may be entitled to receive a replacement of the defective phone or portion thereof subject to the following:

      1.   Customer must notify Spectrum within the Phone Warranty Period and request a return order from Spectrum for the defective phone.

      2.   Spectrum will issue an order to return the defective phone to Spectrum's supplier.

      3.   Customer shall purchase the replacement equipment ("Replacement Phone") from Spectrum at Spectrum's current rate card prices.

      4.   Customer shall follow the return instructions and return the defective phone within thirty (30) days from the date that the Replacement Phone was provided to Customer.

      5.   Upon inspection of the defective phone by Spectrum or Spectrum's supplier, Customer will be credited the amount of the original purchase Price paid by Customer for the defective phone.

   ii.   **Paging Devices**. If Customer discovers that paging device is defective, Customer may be entitled to repair or replacement of such defective paging device pursuant to the manufacturer's warranty policy, available at https://www.algosolutions.com/resources/warranty-repair/ (or subsequent URL). Customer should contact manufacturer directly regarding any warranty claim. SPECTRUM MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

4.   RingCentral End User Terms.

RINGCENTRAL, INC. ("**RINGCENTRAL**") IS THE PROVIDER OF THE RINGCENTRAL SERVICES. THIS END USER LICENSE AGREEMENT ("**AGREEMENT**") GOVERNS THE USE OF THE RINGCENTRAL SERVICES, AND ANY HARDWARE, PROPRIETARY SOFTWARE AND THIRD-PARTY PROPRIETARY SOFTWARE LICENSED THROUGH RINGCENTRAL. READ THIS AGREEMENT CAREFULLY, IN ITS 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**" OR "**YOU**"), AGREE TO THIS AGREEMENT AND CREATE A BINDING CONTRACT BETWEEN YOU AND RINGCENTRAL, INC. OR THE APPLICABLE RINGCENTRAL AFFILIATE. 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.

5.   Definitions.

(a)   "**Acceptable Use Policy**" or "**Use Policy(ies)**" means RingCentral's Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html (or subsequent URL).

(b)   "**Account**" means the account established for the RingCentral Services and associated with a Customer.

(c)   "**Affiliate**" means, with respect to a subject entity, any other entity controlling, controlled by, or under common control with such subject entity.

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

(e)   "**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.

(f)   "**Intellectual Property 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).

(g)   "**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, provincial, local or other governmental body with jurisdiction over the Services, whether foreign or domestic, if and to the extent applicable.

(h)   "**Partner**" means Charter.

(i)   "**Party**" means Customer or RingCentral.

(j)   "**Public Sector Entity**" means an entity that is an agency, organization, or other entity that is within (or is substantially owned, funded, managed or controlled by): (a) the executive, legislative, or judicial branches of any government within the United States (federal, state or local) and its territories; or by any other country's government at any level; (b) a quasi-governmental entity (such as the World Bank); (c) an international governing/regulatory body (such as a European Union institution); (d) a publicly funded institution (such as a college, university, or hospital); (e) any other entity that is obliged by local law to source under public procurement law.

(k)   "**Product**" means the products provided by RingCentral as listed in the order form executed between Partner and RingCentral.

(l)   "**PSTN**" means the public switched telephone network.

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

(n)   "**RingCentral Service(s)**" means the cloud-based unified communications as a service provided by RingCentral.

(o)   "**Services**" means the services provided by RingCentral as listed in the order form executed between Partner and RingCentral, including without limitation any applicable RingCentral Services.

(p)   "**Software**" has the meaning set forth in Section 8.A.i, below.

(q)   "**Supplier**" means the supplier, licensor, publisher, manufacturer or other third-party provider of Products.

6.   Limitations to the Use of the Services.

(a)   A Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies, which are incorporated into and form part of this Agreement. A Customer may not use, or permit the use of the Services, to interfere with the use of RingCentral's service by others or with the operation of the RingCentral Network. A Customer may not resell the Services. A Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section 6 will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will (or through the Partner) provide notice to a Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to a Customer. RingCentral may restrict the availability of the Services in any particular location or modify or discontinue features to comply with applicable laws and regulations. If You use the Services in a location with local laws requiring a designated entity to be responsible for personal data processing, including collection and transfer, You acknowledge that You are the entity responsible for complying with such laws.

(b)   The Services must be used in accordance with the Acceptable Use Policy. 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 a 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 a Customer anticipates legitimate but unusual activity on its Account, a Customer should contact Partner customer support in advance in an attempt to avoid any Service disruption.

7.   Termination. RingCentral may terminate this Agreement by giving written notice to the Customer (i) if the Customer breaches any term of this Agreement or (ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services.

8.   Intellectual Property.

(a)   Limited License

i.   Subject to, and conditioned 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 license 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. The foregoing license will expire upon the earlier of the termination of this Agreement and the termination of the applicable order under which Customer purchased the Services from RingCentral's Partner.

ii.   Customer will not, and will not allow its End Users, to (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, or disassemble the Software or Products, or otherwise attempt to derive the source code for the Software or extract any components from the Software; (d) use the Software or Products for infringement analysis, competitive analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

(b)   Intellectual Property Rights

i.   **RingCentral's Rights**. Except as expressly provided in this Agreement, the limited license granted to Customer under Section 8.(a) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services, Products, any related materials, or in any Intellectual Property, and no Intellectual Property Rights or other rights or licenses 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, its Affiliates, and their respective Suppliers. 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 Intellectual Property rights. Customer acknowledges that Services and Products contain the Intellectual Property of RingCentral, its Affiliates, or their respective Suppliers. Customer will not remove, alter or destroy any form of copyright notice, proprietary markings, serial numbers, or confidential legends placed upon or contained within any Services or Products. Nothing contained herein shall be construed as authorizing or granting to Customer any right or license to use any logo, trademark or trade name of RingCentral, its Affiliates, or any of their respective Suppliers.

ii.   **Customer's Rights**. As between RingCentral and Customer, Customer retains title to all Intellectual Property 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 worldwide, perpetual, personal, non-exclusive, fully paid-up, royalty-free, license to use and reproduce Customer Content. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content.

1.   **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.

2. **Software Changes.** RingCentral may from time to time push software updates and patches directly to Customer's computers, tablets, mobile phones, or other devices for installation, and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of Software and third-party Software that may be made available by RingCentral. RingCentral will not be liable for inoperability, failure, or deficiency of the Services due to Customer's failure to timely implement the required changes.

9.   Disclaimer of Warranties. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUIET ENJOYMENT, UP TIME, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTIES AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

10.   Compliance. RingCentral and Partner have the right to inspect and/or audit by remote polling or other reasonable electronic means at any time to determine End User's compliance with this Agreement, including but not limited to the Use Policies. Customer agrees to keep a current record of the location of the Software.

11.   Limitations of Liability.

(a)   Excluded Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR (1) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, REPUTATIONAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND; (2) COSTS OF PROCUREMENT, COVER, OR SUBSTITUTE GOODS OR SERVICES; (3) LOSS OF USE, LOSS OR CORRUPTION OF DATA; OR (4) LOSS OF BUSINESS OPPORTUNITIES, PROFITS, GOODWILL, OR SAVINGS, WHETHER IN ANY OF THE FOREGOING, ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. NEITHER PARTY WILL BE LIABLE FOR ACTIONS REASONABLY TAKEN TO COMPLY WITH LAW.

(b)   Direct Damages. EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF RINGCENTRAL UNDER THIS AGREEMENT WILL NOT EXCEED TEN THOUSAND U.S. DOLLARS ($10,000.00 USD). LIMITATIONS UNDER THIS SECTION (DIRECT DAMAGES) WILL NOT APPLY TO LIABILITY TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN WHICH CASE RINGCENTRAL'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WILL BE THE MINIMUM AMOUNT PERMITTED BY APPLICABLE LAW.

12.   Indemnification by Customer.

(a)   Non-Public Sector Entities. If Customer is not Public Sector Entity, then Customer agrees to indemnify, defend and hold harmless RingCentral and its Affiliates at its expense, from and against any and all third-party claims, arising out of or in connection with: (i) material violation of applicable law by the Customer, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Acceptable Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content. Further, Customer will indemnify and hold harmless RingCentral against all damages, costs, and attorneys' fees finally awarded against RingCentral by a court of competent jurisdiction in connection with such third-party claims or agreed to in a written settlement agreement approved in writing.

(b)   Public Sector Entities. If a Customer is a Public Sector Entity, then, to the extent not prohibited by the laws and the constitution of the jurisdiction of Customer, Customer agrees to indemnify, defend and hold harmless RingCentral and its Affiliates at its expense, from and against any and all third-party claims, arising out of or in connection with: (i) material violation of applicable law by the Customer, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Acceptable Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content. Further, Customer will indemnify and hold harmless RingCentral against all damages, costs, and attorneys' fees finally awarded against RingCentral by a court of competent jurisdiction in connection with such third-party claims or agreed to in a written settlement agreement approved in writing.

13. <u>**Dispute Resolution**</u>.

(a)   <u>Governing Law and Forum Selection</u>. Based on the "Location of Services" in Table 1, as described below, (i) this Agreement is governed by the applicable laws of the jurisdiction set forth in the column "Applicable Law" of Table 1 below, without giving effect to such jurisdiction's principles on conflicts of law; and (ii) any dispute, claim, cause of action, suit, or other proceeding arising from or relating to this Agreement (a "**Dispute**") will be subject to the exclusive jurisdiction of the applicable courts set forth in the column "Exclusive Forum" of Table 1 below. Each party submits to exclusive personal jurisdiction in such courts, waives any claim of improper venue or *forum non conveniens*, and agrees not to institute any action or proceeding arising from or relating to a Dispute in any other court. The column "Location of the Services" for the purposes of Table 1 will be the country in which the Partner is domiciled.

Table 1: Choice of Law and Forum Selection

Customer Entity Type	Location of Services	Applicable Law	Exclusive Forum
Non-Public Sector Entity	United States	New York	Southern District of New York or a State court in the Borough of Manhattan, City of New York
Public Sector Entity	United States	State listed in Customer's Service Agreement	Courts identified in the Customer's Service Agreement

(b)   <u>Equitable Relief</u>. Any breach of RingCentral's Intellectual Property Rights will cause RingCentral irreparable harm for which monetary damages will be inadequate. RingCentral may, in addition to other remedies available at Law or in equity, seek preliminary or permanent injunctive relief against the Customer or its End Users without the necessity of posting a bond or other security, proof of damages, or similar requirement, in additional to any other relief to which RingCentral may be entitled under applicable Law.

(c)   <u>Limitations</u>. No Dispute may be brought by either Party against the other Party more than two (2) years after the cause of action has accrued. Any Disputes must be conducted solely on an individual basis, and the Parties expressly waive any right to bring any Dispute as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

(d)   The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the Products or Services.

(e)   <u>Export Control</u>. Any Services, Products, Software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the Services, Products, Software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.

(f)   <u>Regulatory and Legal Changes</u>. In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services and/or this Agreement.

14. <u>**Additional Privacy Policies Applicable to Public Sector Entities**</u>.

(a)   <u>Children's Online Privacy Protection Act ("**COPPA**")</u>. Information about usage of the Services in accordance with COPPA requirements is available on the Children's Privacy Notice and School/Parental Notification, located at   https://www.ringcentral.com/legal/childrens-privacy-notice-school-parental-notification.html   (or subsequent URL), and incorporated by reference. If applicable, Customer hereby agrees to obtain and provide, or cause a School Partner (as defined in COPPA) to obtain and provide, verifiable consent to RingCentral's collection, use, and disclosure of Personal Data (as defined in COPPA) in accordance with the Children's Privacy Notice and School/Parental Notification.

(b)   <u>Family Education Rights and Privacy Act ("**FERPA**")</u>. Customer Content may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. If applicable, RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement. Customer acknowledges RingCentral is under its direct control with respect to the use and maintenance of education records, and Customer agrees to be solely responsible for protection of Personally Identifiable Information (as defined in FERPA) from educational records.