

Terms for MiiTel for Zoom App

These Terms for MiiTel for Zoom App (“**App Terms**”) are entered into between RevComm Inc. (“**RevComm**”) and Authorized User (defined below) and govern Authorized User’s installation of, access to, and use of MiiTel for Zoom App (“**App**”).

As used in these App Terms:

- (i) “**Customer**” means a legal entity (A) to which Authorized User belongs and (B) which accepts [MiiTel for Zoom Terms of Service \(For US Users\)](#) or [RevComm T&Cs of Use](#) (either or both is applicable depending on the countries or regions where Customer accepts the foregoing), order(s), and other terms or addenda provided by RevComm, whether or not expressly described herein (collectively, “**the Agreement**”) and accesses to or uses the Services (defined below);
- (ii) “**Authorized User**” means an individual (A) who accesses to or uses the Services by being authorized to access to or use the Services on the behalf of Customer and (B) for whom a subscription to the Services has been purchased by Customer; and
- (iii) “**Party**” refers to Authorized User or RevComm individually and “**Parties**” refers to RevComm and Authorized User collectively.

THIS APP IS AN APPLICATION TO ACCESS AND USE MIITEL FOR ZOOM WHICH IS REVCOMM’S PROPRIETARY ZOOM INTEGRATION THAT HAS BEEN PROGRAMED TO HELP END-USERS VISUALIZE AND ANALYZE MEETINGS THAT TAKE PLACE OVER ZOOM (“**SERVICES**”).

PLEASE NOTE THAT AUTHORIZED USER CANNOT USE THE SERVICES UNLESS THE AGREEMENT BETWEEN CUSTOMER AND REVCOMM IS IN EFFECT AND AUTHORIZED USER SHALL HAVE READ AND UNDERSTOOD THE TERMS OF THE AGREEMENT BEFORE USING THE SERVICES.

BY INSTALLING THIS APP, AUTHORIZED USER AGREES THAT AUTHORIZED USER HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THESE APP TERMS. IF AUTHORIZED USER DOES NOT AGREE TO THESE APP TERMS, THEN AUTHORIZED USER MAY NOT USE THE SERVICES.

1. Overview.

- (a) This App is an application to access the Services and is available through the Zoom App Marketplace located at <https://marketplace.zoom.us/>.
- (b) To obtain access to the Services, Authorized User needs an account with Zoom Video Communications, Inc. (“**Zoom**”) registered by Authorized User or Customer.
- (c) To use the Services, Authorized User needs (i) an account with RevComm registered by Customer (“**Customer’s Account**”) and (ii) a username and password for Customer’s Account issued on the condition that the Agreement between Customer and RevComm is in effect.

2. Use of Services.

- (a) Subject to authorization by Customer, Authorized User may use the Services.
- (b) Any individual other than Authorized User cannot use the Services.
- (c) Authorized User shall read and understand the terms of the Agreement, in accordance with Customer’s instructions, before using the Services.
- (d) Authorized User shall use the Services only in accordance with Customer’s instructions.
- (e) Through the Services, Authorized User will provide recordings of telephone calls and meetings (“**Customer Data**”) to RevComm through Customer, and RevComm will provide analysis and reports of such Customer Data (“**Reports**”) through Customer’s account.
- (f) BY USING THE SERVICES, AUTHORIZED USER HEREBY GRANTS REVCOMM THE RIGHT TO RECORD AND CAPTURE AUTHORIZED USER’S VOICE AND IMAGE DURING TELEPHONE CALLS AND WEB CONFERENCES. REVCOMM MAY USE AND SHARE SUCH RECORDINGS FOR PURPOSES OF PROVIDING CUSTOMER THE SERVICES AND AS DESCRIBED IN REVCOMM’S [PRIVACY POLICY](#) OR [PRIVACY POLICY \(FOR US USERS\)](#) WHICHEVER APPLIES TO THE AGREEMENT ENTERED INTO CUSTOMER AND REVCOMM (“**PRIVACY POLICY**”).

- (g) RevComm may change or improve the features of the Services (including this App) in its sole discretion at any time and from time to time. RevComm shall provide Authorized User with prior notice of such change or improvement if such change or improvement is material and if circumstances permit.

3. Restrictions.

Authorized User shall not and shall not attempt to: (i) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Services (including this App, hereinafter the same shall apply in this Section 3); (ii) modify the Services, or sell, lease, license or otherwise commercialize or distribute the Services; (iii) interfere with or disrupt the performance of the Services; (iv) gain unauthorized access to the Services or its related systems or networks; (v) frame or link to the Services or any content or material thereon; (vi) provide any false, incorrect or outdated information to RevComm in connection with Authorized User's use of the Services; (viii) use any portion of the Services to develop a competitive product or service to those being developed by RevComm; (ix) remove, alter, or obscure in any way any proprietary rights notices of RevComm or its suppliers on or within the Services; (x) transmit to the Services any virus, worm, spyware, ransomware or other code, file or program intended to impair, alter or damage the operation of the Services or its related systems or networks; or (xi) use the Services in any manner that violates any applicable laws, rules or regulations or infringes any third party rights.

4. Support.

Subject to Customer's ongoing compliance with the Agreement (including timely payment of all applicable fees), RevComm agrees to (i) provide reasonable technical support to Authorized User and Customer, through RevComm's [Support Site](#); (ii) use commercially reasonable efforts to respond to support requests in a timely manner, and to resolve such issues by providing updates and/or workarounds to Authorized User and Customer, consistent with RevComm's assigned severity level to the issues identified in such requests and their impact on Customer's business operations, in RevComm's reasonable discretion; and/or (iii) provide such other support services as are specified in the applicable order (if any).

5. Customer Systems.

- (a) Control over the security of, operation, maintenance, management of, and all access to and use of, Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks to download this App and to access and use the Services, whether operated directly by Customer or through third-party services, ("**Customer Systems**") are retained by Customer.
- (b) RevComm is not responsible for such Customer Systems and any no-access or limited-access to the Services caused by such Customer Systems.

6. Privacy and Communications.

- (a) Authorized User's use of the Services is also subject to RevComm's [Privacy Policy](#). By using the Services, Authorized User consents to receiving certain electronic communications from RevComm as further described in the [Privacy Policy](#).
- (b) Please read the [Privacy Policy](#) to learn more about Authorized User's choices regarding RevComm's electronic communications practices.

7. Proprietary Rights.

- (a) RevComm owns and retains all rights, title and interest in and to the Services (including this App), including all technology, software, algorithms, user interfaces, trade secrets, techniques, designs, inventions, works of authorship and other technology in any form pertaining to the Services (including this App) (collectively, "**RevComm IP**"), and RevComm has the right to use and exploit all such RevComm IP without restriction.
- (b) All rights that a Party does not expressly grant to the other in these App Terms are hereby reserved and neither Party grants to the other any implied rights or licenses under any theory or law.

8. Term and Termination.

- (a) These App Terms will commence on the date when Authorized User installs this App, and will continue, unless terminated earlier in accordance with these App Terms, until Authorized User has uninstalled this App.

- (b) Authorized User shall uninstall this App immediately after the Agreement between Customer and RevComm has terminated.
- (c) RevComm may terminate these App Terms without any notice if Authorized User is in breach of these App Terms. Notwithstanding the foregoing, Authorized User acknowledges that Zoom has certain rights to terminate RevComm's access to the Zoom Marketplace or remove the Services (including this App) from the Zoom Marketplace. Upon Zoom's termination of RevComm's access to the Zoom Marketplace or removal of the Services (including this App) from the Zoom Marketplace, these App Terms will terminate immediately and Authorized User will no longer have access to the Services. RevComm will use commercially reasonable efforts to provide Authorized User with prior notice of any such termination or removal. RevComm may, in its sole discretion, offer a refund for any pre-paid unused Services upon such termination or removal.
- (d) The following Sections of these App Terms, and any defined terms and provisions required to interpret or enforce those Sections (but only to the extent required for such interpretation or enforcement), will survive the termination or expiration of these App Terms: 2(f), 3, 6, 7, 8(d), 9, 10, and 11.

9. Limitations on Liability and Disclaimers.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FOLLOWING TERMS APPLY:

REVCOMM DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LOSS OF DATA, ACCURACY OF RESULTS, OR OTHERWISE ARISING FROM A COURSE OF DEALING OR RELIANCE.

WITHOUT LIMITING THE FOREGOING, REVCOMM DOES NOT REPRESENT OR WARRANT THAT: (i) THIS APP WILL BE ERROR-FREE OR UNINTERRUPTED; (ii) THIS APP WILL BE COMPATIBLE WITH ANY PARTICULAR DEVICE; (iii) ANY DATA PROVIDED BY OR THROUGH THIS APP (INCLUDING ANY THIRD PARTY CONTENT) WILL BE ACCURATE OR COMPLETE; OR (iv) SECURITY MEASURES WILL BE SUFFICIENT TO PREVENT THIRD PARTY ACCESS TO CUSTOMER DATA OR CUSTOMER'S DEVICES OR ANY THIRD PARTY TECHNOLOGY USED IN CONNECTION WITH THE REVCOMM MATERIALS.

10. Dispute Resolution.

These App Terms are governed by the laws of Japan, excluding its conflicts of laws principles.

If there is any dispute between the Parties arising out of these App Terms (each, a "Dispute"), then authorized representatives of each Party will negotiate in good faith to resolve the Dispute.

If such representatives cannot resolve the Dispute after no less than one month of good faith negotiations, then any such Dispute may be settled by binding arbitration under the Rules of The Japan Commercial Arbitration Association as presently in force ("Rules") and by three arbitrators appointed in accordance with said Rules.

Judgment on the award rendered may be entered in any court having jurisdiction thereof. The place of arbitration will be Tokyo, Japan.

Any monetary award will be in U.S. dollars or Japanese yen.

The language of the arbitration will be either English or Japanese as chosen by the parties.

The Parties may apply to any court of competent jurisdiction for temporary or permanent injunctive relief, without breach of this Section 10 and without any abridgment of the powers of the arbitrator.

11. Miscellaneous.

(a) Assignment; Sub-Contract.

- (i) These App Terms bind and are for the benefit of the successors and permitted assigns of each Party.
- (ii) Authorized User shall not assign these App Terms to any third party.
- (iii) RevComm may assign these App Terms in its sole discretion.
- (iv) Any attempt to assign these App Terms other than as permitted in this Section 11(a) will be void.
- (v) RevComm in its sole discretion may from time-to-time engage third parties to perform any of its obligations under these App Terms, including hosting or other services. RevComm will be responsible for ensuring all such parties comply with these App Terms.

(b) Severability.

If any provision in these App Terms is held by a court of competent jurisdiction to be unenforceable, then: (i) it will be severed from these App Terms; (ii) the court of competent jurisdiction will replace the severed provision with another provision that most closely reflects the Parties' original intent to the fullest extent permitted by law; and (iii) these App Terms will remain in full force and effect.

(c) Entire Agreement.

These App Terms and the Agreement (including the Privacy Policy) constitute the entire agreement between the Parties with respect to the subject matter set forth in these App Terms and supersede any previous or contemporaneous communications or understandings, whether oral or written, express or implied.

(d) Waivers; Amendments.

- (i) All waivers of rights arising under these App Terms shall be made in writing by the Party waiving rights.
- (ii) Authorized User understands and agrees that RevComm may change these App Terms at any time without prior notice.
- (iii) RevComm will endeavor to provide Authorized Users with prior notice of any material changes to these App Terms.
- (iv) Authorized User may read a current, effective copy of these App Terms at any time by selecting the appropriate link on the website where these App Terms appear.

(e) Interpretation.

Unless a clear contrary intention appears: (i) any term defined in the singular includes the plural when required by the applicable context; (ii) all references in these App Terms to "Sections" are intended to refer to Sections in these App Terms; and (iii) the headings in these App Terms are for convenience of reference only, will not be deemed to be a part of these App Terms, and will not be referred to in connection with the construction or interpretation of these App Terms.

Enacted: October 5, 2022
Revised: November 15, 2022