STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 3

CONTRACT #: AR2505

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Quest Media & Supplies, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The following is hereby amended in to Attachment E:

- RingCentral Inc Master Services Agreement
- Additional Service Provider Terms and Conditions, End User License Agreements, etc. provided on the Quest designated webpage of the NASPO ValuePoint website under document "Quest – Attachment E Additional Service Provider Terms and Conditions" as may be updated from time to time.

Nothing within this amendment is to be construed to amend any term or condition provided outside Attachment E.

Effective Date of Amendment: The last signature date below.

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Ryan O'Keeffe
Ryan O'Keeffe (Jul 26, 2019)

Jul 26, 2019

Contractor's Signature Date

Ryan O'Keeffe

Contractor's Name (Print)

Director, Service Management

Title (Print)

STATE OF UTAH

Jul 26, 2019

Director Date
State of Utah Division of Purchasing

Purchasing Agent	Phone #	e-mail	**Contract #**
Solomon Kingston	801-538-3228	skingston@utah.gov	AR2505

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with its Attachments, the "Agreement") between RingCentral, Inc., a Delaware corporation with its primary office at 20 Davis Drive, Belmont, CA 94002, ("RingCentral"), and <<Customer Name>>, a company organized and existing under the Laws of _____ and having its registered office at _____ ("Customer") is effective as of the last date of signature below ("Effective Date"). RingCentral and Customer may be individually referred to as a "Party" or collectively as the "Parties."

BACKGROUND

A. RingCentral is a provider of cloud-based unified communications and collaboration services, including voice, online meeting, video conferencing, contact center and related services, applications and product integrations.

B. Customer wants to receive certain RingCentral services and products as the Parties may agree in writing from time to time, described more fully in the relevant Attachments.

C. This Agreement sets forth the terms and conditions under which RingCentral will provide such services and products to Customer.

The Parties agree as follows:

1. Definitions

Capitalized terms not defined have the meaning given to them in Exhibit A.

2. Ordering and Term

A. Ordering Services

Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

B. Attachments

The Service Attachments applicable to Customer's Services, and any other Attachments agreed by the parties, are incorporated into and form a part of this Agreement.

- ☑ Exhibit A – Definitions
- ☑ Service Attachment A – RingCentral Office
- ☑ Service Attachment B – Professional Services Agreement
- ☑ Service Attachment C – RingCentral Contact Center Services
- ☑ Service Attachment D - CloudConnect
- ☑ Attachment E – Service Level Agreement for Office Services
- ☑ Attachment F – Service Level Agreement for Contact Center Services
- ☑ Attachment G – Service Level Agreement for Support Services

- ☑ Attachment H – Business Associate Agreement
- ☑ Attachment I – Security Addendum
- ☑ Attachment J – RingCentral Online Terms

C. Equipment

Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:

(i) Purchase: http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html

(ii) Rental: https://www.ringcentral.com/legal/lease-rental.html

D. Term of this Agreement.

The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

E. Services Term

The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form ("Initial Term"). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, recurring Services will automatically renew for successive periods of the same length as the Initial Term (each a "Renewal Term") unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. Invoicing and Payment

A. Prices and Charges.

All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account.

Unless otherwise agreed between the Parties, recurring charges for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) will, unless otherwise agreed between the Parties, once incurred, remain in effect for the then-current Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice.

Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

B. Billing and Payment

Billing statements will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit

card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are billed in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

C. Taxes

All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made.

D. Billing Disputes

If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

A. General Terms

RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.

B. Customer Care

i. Customer must provide all first-tier support to Customer's End Users. RingCentral may require Customer's Helpdesk support personnel to complete a series of training courses on RingCentral's Services. Such training will be provided online by RingCentral at no cost.

ii. RingCentral will make second-tier remote support available to Customer's Helpdesk personnel and/or Account Administrators via RingCentral Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Onsite and implementation services are not included in the RingCentral Customer Care support.

iii. Customer may open a case with RingCentral Customer Care at http://support.ringcentral.com. Any individual contacting Customer Care on

behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow RingCentral's authentication protocol.

C. Professional Services

RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including dedicated proactive network monitoring and premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

D. Subcontracting

RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

E. Limitations

RingCentral may access your Account and related data as required to provide the Services.

5. Use of the Service

A. Service Requirements

The Services are dependent upon Customer's maintenance of sufficient Internet access, networks and power as set forth in RingCentral's Technical Sufficiency Criteria, available at https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.

B. Use Policies

Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer may not use, or permit the use of the Services, to interfere with the use of RingCentral's service by others or with the operation of the RingCentral Network. Customer may not resell the Services. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement.

RingCentral may update the Use Policies from time to time and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer.

i. Acceptable Use Policy

The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html.

Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably

necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact RingCentral Support in advance to avoid any Service disruption.

ii. Emergency Services

RingCentral's policy governing the provision of emergency services accessed via the Services is available at https://www.ringcentral.com/legal/emergency-services.html.

iii. Numbering Policies

The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at https://www.ringcentral.com/legal/policies/numbering-policy.html.

6. Termination

A. Termination for Cause

Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

In the event that RingCentral notifies Customer of a modification to any Use Policy made pursuant to this Agreement, that has a material adverse effect on Customer's use of the Services and is not required by Law, the Customer may object to the modification by sending written notice to RingCentral within thirty (30) days from the date such modification is notified. In that case, the Parties shall work in good faith to find a mutually agreeable solution. If after negotiating in good faith the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with a thirty (30) days written notice to RingCentral. Any use of the Services after the effective date of such modification will be deemed Customer's acceptance of the change.

B. Effect of Termination

If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services.

If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as set forth in Section 14((Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such

termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

1. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable 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 and subject to the Customer being current on its payment obligations.

2. 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, disassemble or otherwise attempt to derive the source code for the Software;
   d) use the Software for infringement 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. IP Rights

i. RingCentral's Rights

Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services, any related materials, or in any Intellectual Property and no IP 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 and its licensors. The Software and Services may comprise or incorporate services, software, technology or products developed or provided by third parties, including open source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.

ii. Customer Rights

As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. 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 that includes personal or Confidential Information or incorporates any

third-party IP rights.

C. Use of Marks

Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

A. Restrictions on Use or Disclosures by Either Party

During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

A. Data Privacy

RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with the Privacy Notice, which can be found at https://www.ringcentral.com/legal/privacy-notice.html. RingCentral may update the Privacy Notice from time to time and will provide notice of such update to Customer at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

B. Data Security

RingCentral will take commercially reasonable precautions, including, without limitation, technical (*e.g.,* firewalls and data encryption), administrative and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification.

Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.

C. Software Changes

RingCentral may from time to time push software updates and patches directly to Customer's device(s) 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 provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitation 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 THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION 10(B) (DIRECT DAMAGES) WILL NOT APPLY TO: I) CUSTOMER PAYMENT OBLIGATIONS; II) EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS; III) EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT; OR IV) CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY.

NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE A PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

C. Survival.

The limitations of liability contained in this Section 10 (Limitation of Liability) will survive termination or expiration of this Agreement and apply in any and all circumstances (except as expressly set forth above), including without limitation in the event of any failure of the

essential purpose of any limited warranty or available remedy provided herein.

11. Indemnification

A. Indemnification by RingCentral

i) RingCentral agrees to indemnify, defend, and hold harmless the Customer at RingCentral's expense, from and against any and all third-party claims or causes of action, ("Third Party Claim") alleging that the Services as provided by RingCentral infringe or misappropriate the patent, copyright, trademark or trade secret rights of a third party. Further, RingCentral will indemnify and hold harmless the Customer from all damages, reasonable costs and attorneys' fees finally awarded against the Customer by a court of competent jurisdiction in connection with such Third-Party Claim or agreed to in a written settlement agreement approved in writing by RingCentral.

ii) RingCentral will have no indemnification obligations under subsection (i) above if the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided by or on behalf of RingCentral, provided free of charge, (e) breach of the Agreement or misuse of the Services, or (f) a Third Party Claim by Customer's Affiliate, successor, or assignee.

iii) If such a claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement, in its entirety or with respect to the affected Service, component or part, effective immediately on written notice to Customer in which case Customer will not owe any fees or charges for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees for the terminated Services.

RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

B. Indemnification by Customer

Customer agrees to indemnify and defend RingCentral and its Affiliates at Customer's 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 its End Users in connection with the use of the Services; ii) use of the Services in a manner not authorized by this Agreement; iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided by or on behalf of RingCentral, or iv) claims relating to 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 Claim or agreed to in a written settlement agreement approved in writing by the Customer.

C. Defense and Indemnification Procedures

Any Party seeking defense or indemnification (the "Indemnified Party") must provide the Party from which it seeks such indemnification or defense (the "Indemnifying Party") with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the

defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section (Indemnification), except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Party will have the right to participate at its own expense in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled or compromised by the Indemnifying Party without the Indemnified Party's express written consent (which such consent may not be unreasonably withheld, conditioned, or delayed), unless such settlement or compromise includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim.

12. Warranties

A. RingCentral Warranty

RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer.

B. Customer Warranty

Customer's and its End Users' use of the Services must at all times comply with all applicable Laws and this Agreement.

C. Disclaimer of Warranties

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND 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 WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Dispute Resolution

A. Good Faith Attempt to Settle Disputes

In the event of any dispute or claim arising out of or relating to the Agreement (a "Dispute"), each Party will appoint a duly authorized representative which will confer before either Party brings legal action, to make a reasonable and good faith effort to settle or otherwise resolve such Dispute.

B. Venue

In the event that the Parties are unable to resolve a Dispute, any related action, lawsuit, or proceeding must be brought in and adjudicated exclusively by state or federal courts located in the city and county of San Francisco, California, United States of America. Each Party hereby consents to and agrees to submit to the exclusive venue and personal jurisdiction of such courts with respect to any such actions or lawsuits and irrevocably waives any right that it might have to assert that either forum is not convenient or that any such courts lack jurisdiction.

C. Equitable Relief

Any breach of either Party's IP Rights will cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in additional to any other relief to which such Party may be entitled under applicable Law.

D. Limitations

Except for actions for nonpayment or liability arising from Section 10 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representativecapacity.

14. Miscellaneous

A. Relationship of the Parties

RingCentral and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.

B. Assignment

Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

C. Notices

Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with an reputable overnight courier service, and addressed as follows: to RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

D. Force Majeure

Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including

without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

E. Third-Party Beneficiaries

RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

F. Headings, Interpretation

The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).

G. Governing Law

The Agreement is governed by the Laws of the State of California, excluding its choice of Law rules. 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.

H. Anti-Bribery

Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and similar applicable Laws.

I. Export Control

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.

J. Regulatory and Legal Changes

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 or this Agreement or otherwise modify the terms thereof.

K. Entire Agreement

The Agreement, together with any exhibits, Order Forms, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

L. Order of Precedence

In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form; (ii) the applicable Service Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Privacy Notice incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services.

M. Amendments

Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.

N. Severability and Waiver

In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

O. Publicity

Subject to Customer's prior written approval, which may not be unreasonably withheld or denied, in each instance, and notwithstanding anything to the contrary in this Agreement, RingCentral may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials.

P. Execution

Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

Q. Counterparts

This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

R. Survival

The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

IN WITNESS WHEREOF, the Parties have executed this Agreement below through their duly authorized representatives.

Customer	**RingCentral**
<<Customer Name>>	RingCentral, Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A

DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **"Account"** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **"Account Administrator"** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, orpermissions.
3. **"Account Data"** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **"Administrative Fees"** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **"Administrative Portal"** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **"Affiliate(s)"** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and "**control**" means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.
7. **"Attachment (s)"** means documents appended to the contract containing additional terms for products and Services. Attachments are part of this Agreement.
8. **"Confidential Information"** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **"Customer Content"** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.
10. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
11. **"Disclosing Party"** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party's agents, including but not limited to, its Affiliates, officers, directors, employees and attorneys.
12. **"Dispute"** has the meaning set forth in Section 13(A) (Good Faith Attempt to Settle Disputes).
13. **"Electronic Signatures"** means an electronic sound, symbol, or process, including

clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.

14. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **"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.
16. **"Helpdesk"** means first-tier support provided to End Users by Customer.
17. **"Indemnifying Party" and "Indemnified Party"** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
18. **"Initial Term"** has the meaning set forth in Section 2(E) (Services Term).
19. **"Intellectual Property Rights"** or **"IP Rights"** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and "moral" rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).
20. **"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, local or non-U.S. governmental body with jurisdiction over the Services.
21. **"Order Form(s)"** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
22. **"Receiving Party"** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees and attorneys receiving Confidential Information.
23. **"Renewal Term"** has the meaning set forth in Section 2(E) (Services Term).
24. **"RingCentral Customer Care"** means RingCentral's Customer support operations, available at http://support.ringcentral.com.
25. **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, private IP networks, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer's own private network, or the PSTN.
26. **"Service(s)"** means all services provided under this Agreement and set forth in one or more Order Form(s).
27. **"Start Date"** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
28. **"Taxes"** means any and all federal, state, local, municipal, foreign and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
29. **"Term"** means the Initial Term plus any Renewal Terms.

30. **"Third Party Claim"** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **"Use Policy"** refers to any of the policies identified in Section 5(B) (UsePolicies).

SERVICE ATTACHMENT A

Service Attachment – RingCentral Office Services

This Service Attachment is a part of the Master Services Agreement (the "**Agreement**") that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Office Services to Customer.

1. Service Overview

RingCentral Office is a cloud-based unified communications service that includes enterprise-class voice, fax, text, call handling, mobile apps, and BYOD capability that integrates with a growing list of applications.

RingCentral Office includes

- VoiceServices, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network(PSTN)
- RingCentral Meetings, a video and audio conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available) and other innovativetools

RingCentral Office Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. Office Purchase Plans

A. Tiers of Service

RingCentral Office is made available in several pricing tiers, which are described more fully at https://www.ringcentral.com/office/plansandpricing.html.

While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html, including trunking, access stimulation, reselling of the Services, etc.

B. Minute and Calling Credit Bundles

Minute Bundles, e.g., Toll Free Minute Bundles, can be purchased in incremental buckets of minute in addition to any number of minutes included with the purchased tier. Inbound Toll Free minutes are deducted from included minutes, purchased Minute Bundles, or charged as overage at the rates currently in effect.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently

effective rates are available at https://www.ringcentral.com/support/international-rates.html.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

3. N11 and other Calling

Operator Assisted Calling, 311, 511 and other N11 Calling. RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling in one or more service areas. Additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the "Directory Listing Service"). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory ("Listing Information"). This information may include, but is not limited to, Customer's company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges that by subscribing to the Directory Listing Service, Customer's Listing Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through the Directory Listing Service.

Opt Out. Customer may opt out of the Directory Listing Service at any time, however RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.

No Liability. RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. RingCentral Global Office

RingCentral Global Office provides a single communications system to companies that have

offices around the world, offering localized service in countries for which Global Office is available. Additional information related to Global Office Services is available at http://www.ringcentral.com/legal/policies/global-office-countries.html.

This section sets forth additional terms and conditions concerning RingCentral's Global Office for customers that subscribe to it.

A. Emergency Service Limitations for Global Office

RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global Office is available, allowing End Users in most countries to access Emergency Services (911 in the United States and Canada, 999/112 in the United Kingdom and throughout the European Union, and any other applicable Emergency Services number). Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global Office countries, where available, is subject to the Emergency Services Policy, available at https://www.ringcentral.com/legal/emergency-services.html. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

B. Global Office Provided Only in Connection with Home Country Service.

RingCentral provides Global Office Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global Office Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global Office Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global Office Service in English; additional language support may be provided at RingCentral's sole discretion.

C. Relationships with Local Providers.

In connection with the provision of RingCentral Global Office Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable You to receive calls from non-RingCentral numbers on Customer's Global Office telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer's behalf to secure such services.

RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed. RingCentral, Inc., is

responsible for all contracting, billing, and customer care related to those services.

6. Definitions

Definitions. Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

1. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
2. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
3. **"Extension-to-Extension Calls"** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
4. **"External Calls"** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
5. "**Home Country**" means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.

Attachment B

SERVICE ATTACHMENT – RINGCENTRAL PROFESSIONAL SERVICES AGREEMENT

This Service Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Professional Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Professional Services Agreement (the **"PS Agreement"**), such provisions of this PS Agreement will prevail.

1. Service Overview

RingCentral shall provide the implementation, installation, consulting, configuration services and other professional services **("Professional Services")** as described and agreed upon in writing between the Parties pursuant to a statement of work **("Statement of Work" or "SOW").**

2. Project Phases

The Professional Services may be delivered in one or more phases. The SOW will specify the milestone, objectives, Sites, fees and other components that are included in the scope of each phase ("**Project Phase**"). The Professional Services may also be provided on a time and material basis ("**T&M Services**") paid by the hour based on the then current T&M Services hourly rate offered by RingCentral, as specified in the relevant SOW. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

3. Customer Sites and Site Visits

In the event the Parties agree that the Professional Services must be performed at one or more Customer facility(ies) ("**Site(s)**"), the Site(s) will be separately identified in the applicable SOW. Each visit to a separate Customer Site will be considered a separate "**Site Visit**". When so stipulated in the SOW, each Site may constitute a Project Phase. Customer has the following obligations with respect to all Site Visits:

a. Customer will maintain and ensure safe working conditions at each Site and shall promptly inform the RingCentral project manager of any known hazardous conditions at any Site prior to any visit by RingCentral Personnel.

b. Customer shall ensure that all Site hardware and network environment meets or exceed the requirements set forth in the Statement of Work and in "RingCentral VoIP Network Requirements and Recommendations" which can found at: https://support.ringcentral.com/s/article/9233?language=en_US.

c. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer's systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need

for a Change Order to contemplate additional fees and extended timelines to accommodate Customer's failure to do so.

d. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral Project Manager the following information for the Site to be visited:

i. the first and last name, extension number, and email address for delivery of message notification emails of each User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Plan Service's bulk configuration utility);

ii. written or illustrated diagrams of Customer's current and proposed dial plans and data and call flows; and

iii. information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.

4. Late Site Visit Change.

The Parties acknowledge and agree that Customer's cancellation or change of the dates of a Site Visit at any time during the ten (10) business days immediately prior to the date that the Site Visit is scheduled to take place (a "**Late Site Visit Change**") will cause RingCentral to incur in expenses and losses (including without limitation RingCentral's costs in rescheduling the Site Visit and/or loss of opportunity for other business during the period during which such Site Visit was to take place). Accordingly, Customer agrees that for each Late Site Visit Change, Customer shall incur (at the time of cancellation or change) and be liable for, as liquidated damages, an amount equal to eight (8) hours of RingCentral T&M Services at RingCentral's then-current T&M Services hourly rate (set at $200/hr), as well as any Service Expenses that have already been expended by RingCentral. The Parties acknowledge and agree that this amount is a fair, reasonable, and appropriate pre-estimate of the losses that RingCentral will incur as a result of any single Late Site Visit Change.

5. Professional Services Acceptance

Each SOW will identify the specific criteria required for the completion of each Project Phase ("**Completion Criteria**"). Unless otherwise agreed between the parties in the SOW, upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will present to the Customer the Professional Services Project Completion Signoff Form ("**PCF**") for that Project Phase. Notwithstanding anything to the contrary in this PS Agreement or any SOW, RingCentral's obligations under any Project Phase are deemed accepted and the Professional Services under such Project Phase shall be considered completed in full and billable upon any of the following ("**Acceptance**"):

a. Customer executes the PCF.

b. If RingCentral presents Customer with the PCF and the Customer fails to execute the PCF within three (3) days, unless the Customer provides to RingCentral, within those three (3) days, with a detailed description of the items that are outstanding or that are materially non- conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services and re-submit the PCF for the Project Phase to the Customer for Acceptance as described above. If RingCentral timely receives from the Customer a second rejection notice, and RingCentral, in its

reasonable discretion determines that the Professional Services for the Project Phase were properly completed in accordance with the Completion Criteria, the Project Phase will be deemed to have been Accepted.

c. **Production Use:** Unless otherwise agreed in writing between the parties, production use will constitute Acceptance for all purposes of this PS Agreement.

d. **T&M Services**. Acceptance for T&M Services, if applicable and used in a SOW, is deemed accepted upon performance.

6. Payment

a. The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for T&M Services. Customer will compensate RingCentral fees and expenses for the Services as set forth in the applicable SOW. Customer acknowledges and agrees that all fees and charges shall be due and payable without any deduction, withholding, or offset of any kind, including without limitation for any levy or tax.

b. **Invoicing and Payment of Professional Services fees.** Except to the extent otherwise provided in a SOW or this Section, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced Monthly in arrears. The payment term for each invoice is set forth in the Agreement.

c. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its fixed travel, meal, and lodging expenses incurred in connection with any Site Visit ("**Service Expenses**"). Travel, meal, and lodging expenses shall be invoiced upon Acceptance of each Project phase, alongside all other amounts due under this PS Agreement, on a per-trip/per resource basis. RingCentral shall, after Customer request, provide information verifying the deployment of on-site resources and expenditure of Service Expenses.

d. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts not provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:

    i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours of RingCentral per day at RingCentral's then-current T&M Services hourly rate, set at $200/hr.

7. Changes to SOWs

Changes to any applicable SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**"), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by RingCentral in its reasonable discretion. RingCentral shall have no obligation to commence work in connection with any Change Order until the Change Order is agreed upon by both Parties in writing. RingCentral has no obligation to provide any Professional Services outside the scope of an SOW.

8. Term and Termination

a. **Term.** This PS Agreement shall remain in effect for as long as the Agreement is in effect, unless terminated in accordance with this Section.

b. **Termination.** Either Party may terminate this PS Agreement, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one SOW or Project Phase shall not necessarily result

in the termination of, or otherwise affect, any other SOW or Project Phase.

c. Effect of Termination. In the event that this PS Agreement, a SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:

i. any Professional Services and T&M Services that have been rendered up until the effective date of the termination;

ii. all applicable Service Expenses incurred; and

iii. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled, if termination of the PS Agreement, SOW, or a Project Phase occurs within one hundred and eighty (180) days of execution. If termination occurs after one hundred and eighty (180) days of execution, Customer shall owe all outstanding fees for any Professional Services not yet performed, due under the Project Phase being cancelled.

d. Post-Termination Notice Wrap-Up. Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase.

SERVICE ATTACHMENT C

Service Attachment – RingCentral Contact Center Services

This Service Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Contact Center Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Service Attachment, such provisions of this Service Attachment will prevail.

1. Service Overview

RingCentral Contact Center Services is a contact center solution consisting of inbound and outbound media routing, queuing, and distribution, and related services, applications, and features, whether included as part of a Subscription Package or ordered separately.

2. Billing and Payment

A. Billing During the Ramp-Up Period.

During the Ramp-Up Period You shall be billed for the Usage and for the Contact Center Services based on the number of Seats activated on Your account. Notwithstanding the above, You shall not be billed for any Usage or Contact Center Services for Seats activated for use by RingCentral or its subcontractors, for the configuration and implementation of Your Contact Center Services. During the Ramp-Up Period, Your Contact Center Services will be limited to five (5) ports. After the Ramp-Up Period, or when total number of CC Contract Seats are activated, whichever happens first, the number of ports will be raised to the contracted amount.

B. Billing After Ramp-Up Period.

Starting immediately after the end of the Ramp-Up Period and until the end of the Term, or when the total number of CC Contract Seats are activated, whichever happens first, You agree to pay for: i) the Contact Center Services fees for at least the number of Seats set forth in the Contact Center Services Order (as amended as permitted below) (a "**CC Contract Seat**") based on the per-seat pricing set forth in the Contact Center Services Order (the "**CC Contract Seat Price**"), as amended from time to time, irrespective of the number of Seats actually used; ii) any additional fees set forth in the Contact Center Order form.

C. Adding New Contact Center Contract Seats

You may add CC Contract Seats at any time through a new Contact Center Services Order or a written amendment executed by You and RingCentral. The Contact Center Services fees related to these additional CC Contract Seats will be billed at the per-seat price set forth in the Contact Center Order form. For the avoidance of doubt, You will be required to pay for Contact Center Services fees related to these additional CC Contract Seats until the end of the Term.

D. Adding On-Demand Contact Center Seats

At any time, You may utilize additional Seats with your Contact Center Services on an as-needed basis

(each, an "**On-Demand CC Seat**"). You will be charged for any Contact Center Services at the rate of the CC Contract Seat Price plus twenty dollars ($20) per month per Seat (the "**On- Demand CC Price**") until You remove this Seat from Your Contact Center Services subscription (which You may do at any time in your discretion). Contact Center Services fees for any On- Demand CC Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand CC Seats used within such billing period.

3. Contact Center Services, Settings, and Modifications

The settings and preferences for your Contact Center Services, including without limitation user rights, user skills, and permissions; routing, points of contact, scripts; registration Information; and activation of On-Demand CC Seats, among others, may be set and modified by those individuals whom You allow to have access to the web console ("Account Administrators"). The Customer acknowledges that the acts or omissions of the Account Administrators may result in additional charges or affect the Contact Center Services. The Customer will be solely responsible for the acts or omissions of the Account Administrators.

4. Use of Contact Center Services

You acknowledge and agree that all use of the Contact Center Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies in Sections 5 and 9. You acknowledge and agree that You are fully responsible and liable for all use of the Contact Center Services, any software or hardware used in conjunction with the Contact Center Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the Contact Center Services shall be subject to the following terms:

a. **NO 911 SERVICE. YOU ACKNOWLEDGE AND AGREE THAT 911 / EMERGENCY CALLS OR MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE CONTACT CENTER SERVICES, AND NO 911 CALLING OR SMS OR OTHER MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE CONTACT CENTER SERVICES. YOU MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS.**

b. **Customer 911 Notification Obligations.** You represent, warrant, and covenant that: (i) You shall ensure that any person who might use the Contact Center Services or be present at the physical location where any the Contact Center Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 911 or other emergency response services through the Contact Center Services; and (ii) You shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.

5. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

1. "**Contact Center Materials**" means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the Contact Center

Services, including the components of each Subscription Package, if applicable, and any other features and functionality offered as part of the Contact Center Services. The Contact Center Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts and training materials related to the Contact Center Services.

2. "**Contact Center Services Order**" is an order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the subscription to the Contact Center Services, including any Subscription Package, and any additional products, services and functionality purchased by the Customer
3. "**Ramp-Up Period**" is the period of sixty (60) days starting on the Start Date set forth in the Contact Center Services Order Form.
4. "**Seat**" means a license for a single named person to use the Contact Center Services.
5. "**Subscription Package**" is a set of Contact Center Services features and applications, as further defined in the Contact Center Materials, that could be ordered as a bundle.
6. "**Usage**" means any charges incurred in connection with the use of Your Contact Center Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, ports, and any products listed on the Contact Center Service Order Form.

SERVICE ATTACHMENT D

SERVICE ATTACHMENT – CLOUDCONNECT

This Service Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral CloudConnect Service to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this CloudConnect Service Attachment, such provisions of this Service Attachment will prevail.

1. Service Overview

CloudConnect is an add-on service to RingCentral Services providing a private Ethernet switching infrastructure and certain ports on such switching infrastructure to allow interconnection between Your private MPLS or Ethernet connection, provided by Your Preferred Network Service Provider, and the RingCentral Cloud, via an External Network to Network Interface ("ENNI"). Each CloudConnect order shall be provisioned for a single physical location for up to a maximum of 200 Mbps. Customers may order CloudConnect in multiple quantities for a given physical location.

2. Billing and Payment

Billing and Payment. CloudConnect will be included in your monthly RingCentral bill as a monthly line-item charge. You agree to pay the charges and fees set forth in your bill for CloudConnect pursuant to the terms and conditions set forth in Section 3 of the Agreement between the Parties.
Billing, Purchase, and Other Terms for CloudConnect. You will be billed for each CloudConnect ordered, with a minimum requirement of one CloudConnect interconnection per physical location for which you order the service. CloudConnect is not available as a standalone service.

3. Use of CloudConnect

CloudConnect requires you to order a Circuit from a CloudConnect Preferred Network Service Provider. In the United States, your Circuit must adhere to the following bi-directional service parameters:

- Capacity - 200 Mbit/s, without any bandwidth limitations imposed.
- Data Delivery Rate > 95%
- Packet loss < 1%
- Latency < 50 msec
- Jitter < 10 msec

RingCentral shall not be responsible for or subject to any liability arising from the failure of your Circuit to meet the minimum specifications or to otherwise operate as intended. RingCentral's liability for CloudConnect under the Agreement shall be limited to the interconnection between your Circuit and the RingCentral Cloud.

4. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

a) "**Capacity**" means the maximum number of bits per second that can be passed across the Circuit.
b) "**Circuit**" means a Multiprotocol Label Switching (MPLS) circuit provisioned from a CloudConnect

Preferred Network Service Provider at any location where the customer has ordered CloudConnect.

c) "**Data Delivery Rate**" means the guarantee that the Circuit will remain at the stated capacity rate.

d) "**Exchange Point**" means the point of interconnectivity between the Circuit and the RingCentral circuit.

e) "**Jitter**" means the variation in frame arrival time assuming that the packets were injected into the Circuit at a fixed rate.

f) "**Latency**" means the one-way delay of frame bits traveling across the Circuit, expressed in milliseconds.

g) "**Packet Loss**" means the percentage of ingress frames that do not arrive at the termination point of the Circuit.

h) "**RingCentral Cloud**" means RingCentral's cloud-based platform for business voice, fax, and text communication.

i) "**Preferred Network Service Provider**" means a network service provider with which RingCentral can provision a CloudConnect interconnection.

ATTACHMENT E

SERVICE LEVEL AGREEMENT FOR RINGCENTRAL OFFICE SERVICES

This Service Level Agreement for Office Services (the **"Office SLA"**) is a part of the Master Services Agreement (the **"Agreement"**) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for RingCentral Office Services.

1. Overview

RingCentral will maintain the following performance levels:

	Performance Level
Voice Services Availability **&** **Video Conferencing Availability** (Monthly Calculation)	99.999%
Quality of Voice Service (Monthly Calculation)	3.8 MOS Score

2. Minimum Eligibility

Customer is entitled to the benefits of this Office SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the Office Service Attachment with a minimum twelve (12) month Term. This Office SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

a. Calculation of Service Availability for Voice Services and Video Conferencing.

Service Availability = [1 – ((number of minutes of Down Time x number of Impacted Users) / (total number users x total number of minutes in a calendar month))] x 100

Availability shall be rounded to nearest thousandth of a percent in determining the applicable credit. Service Credits for Down Time will not exceed 30% MRC.

b. Calculation of Service Credits

Customer is entitled to the Accelerated Service Credits calculated based on the table below

b.1 Accelerated Service Credit Table

Voice Service or Video Conferencing Availability	Service Credits
≥ 99.999 %	0% MRC
≥ 99.500 and < 99.999%	5% MRC
≥ 99.000 and < 99.500%	10% MRC
≥ 95.000 and < 99.000%	20% MRC
< 95.000%	30% MRC

c. No Cumulative Credits

The Customer may not "stack" Service Credits for the same incident. Where a single incident of Down Time affects both Voice Services and Video Conferencing Services resulting in Service Credits under this Office SLA, Customer is entitled to claim Service Credits for one of the Services but not for both.

Where a single incident of Down Time affects Office Services and any other Services provided by RingCentral and covered under a separate service level agreement executed between the parties, resulting in Service Credits under both agreements, Customer is entitled to claim Service Credits under one of the agreements, but not for both.

Service Credits to be paid under this Office SLA will be calculated based Customer's RingCentral Office MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed the total MRC paid for the relevant Services.

d. Qualifying for Service Credits.
Service Credits for Down Time will accrue only to the extent:

i. Down Time exceeds 1 minute;
ii. Customer reports the occurrence of Down Time to RingCentral Customer Service by opening a Support Case within twenty-four (24) hours of the conclusion of the applicable Down Time period and in accordance with RingCentral's published customer service procedures;
iii. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
iv. Customer is not in material breach of the Agreement, including its payment obligations.
v. Customer must submit a written request for Service Credits to RingCentral Customer Service within thirty (30) days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;

4. Quality of Service Commitments

a. **Quality of Service Targets.** RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public WiFi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.
b. **Quality of Service Report:** Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) business days.
c. **Diagnostic Investigation:** If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.
d. **Diagnostic Remediation.** Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

5. Chronic Service Failures

a. **Service Availability**: Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services or Video Conferencing during any three (3) calendar Months in any continuous 6-Month period, and customer has timely reported Down Time as set forth herein.
b. **Quality of Service**: Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum 3.5 MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within four (4) months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
c. To exercise its termination right under this Office SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to right to terminate under this Section accrues.

6. Sole Remedy

The remedies available pursuant to this Office SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this Office SLA.

7. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

a) "**Down Time**" is an unscheduled period during which the Voice Services or Video Conferencing Service for RingCentral Office on the RingCentral Network are interrupted

and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.

b) **"Impacted User"** means a user with a Digital Line and/or Video Conferencing services affected by Down Time. In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of users with a Digital Line and/or Video Conferencing services affected by Down Time, RingCentral will calculate the Impacted Users on a User-Equivalency basis as defined below.

c) "**MOS**" means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the VoiceServices.

d) "**MRC**" means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Office Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Office Services.

e) **"Quality of Service Report"** means a technical report provided by RingCentral, detailing MOS and related technical information.

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

g) "**Service Availability**" is the time for which Voice Services and Video Conferencing Services for RingCentral Office are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth above.

h) "**Service Credits**" means the amount that RingCentral will credit a Customer's account pursuant to this Office SLA.

i) "**Site**" means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.

j) "**Support Case**" means an inquiry or incident reported by the Customer, through its helpdesk, to RingCentral's Customer Care department, by placing a telephone call as outlined at http://success.ringcentral.com/RCContactSupp.

k) "**Territory**" means those countries in which Customers subscribes to RingCentral Office or Global Office Services.

l) "**User-Equivalency**" means the calculation made by RingCentral to estimate the percentage of the Voice Services and/or Video Conferencing Services impacted by the Down Time. RingCentral may use number of calls, network, device information, vendor and customer reports, and its own technical expertise to make these calculations.

m) "**Video Conferencing**" means the cloud-based video conferencing service that unifies video and audio conferencing, mobility and web meetings offered by RingCentral.
n) "**Voice Services"** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

ATTACHMENT F

SERVICE LEVEL AGREEMENT FOR CONTACT CENTER SERVICES

This Service Level Agreement for Contact Center Services (the **"Contact Center SLA"**) is a part of the Master Services Agreement (the **"Agreement"**) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for Contact Center Services.

1. Overview

RingCentral will maintain the Quality of Service for Contact Center Services at the performance levels as defined below:

	Core Services	**Predictive Dialing**	**Workforce Optimization**
Service Availability (Monthly Calculation)	99.99%	99.90%	99.50%
Maximum Credit	15% of MRC	20% of MRC	20% of MRC

2. Minimum Eligibility

Customer is entitled to the benefits of this Contact Center SLA only to the extent that Customer maintains a minimum of ten (10) Contact Center Seats under the Agreement with a minimum twelve (12) month Initial Term and twelve (12) month Renewal Term. This Contact Center SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

a. Calculation of Service Availability.

Service Availability = [1 – ((number of minutes of Down Time x number of impacted users) / (total number users x total number of minutes in a calendar month)) x 100]

Availability shall be rounded to nearest hundredth of a percent in determining the applicable credit.

b. Calculation of Service Credits.

i. Service Credits only begin to accrue after Service Availability falls below a certain percentage (shown in the tables below).

ii. Customer is entitled to Core Services Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.99%	0% MRC
≥ 99.95 and ≤ 99.98%	5% MRC
≥ 99.90 and ≤ 99.94%	10% MRC
< 99.90%	15% MRC

iii. Customer is entitled to Predictive Dialing Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.90%	0% MRC
≥ 99.00 and ≤ 99.89%	5% MRC
< 99.00%	20% MRC

iv. Customer is entitled to Workforce Optimization Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.50%	0% MRC
≥ 99.00 and ≤ 99.49%	5% MRC
< 99.00%	20% MRC

c. **Qualifying for Service Credits.** Service Credits for Down Time will accrue only to the extent:

i. Service Availability falls below the percentage for each relevant Contact Center Service as illustrated in the tables (above) under Calculation of Service Credits.

ii. Customer reports the occurrence of Down Time to RingCentral Customer Service by opening a Support Case within twenty-four (24) hours of the beginning of the applicable Down Time period and in accordance with RingCentral's published customer service procedures;

iii. Customer submits a written request for Service Credits to RingCentral Customer Service within ten (10) business days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;

iv. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and

v. Customer is not in material breach of the Agreement, including its payments obligations.

d. **Finality of Decisions.** Credits may be issued in RingCentral's sole reasonable discretion and will expire at the expiration or termination of the Agreement.

4. Chronic Service Failures

a. **Service Availability**: Customer may terminate the Agreement without penalty and will receive a pro-rata refund of all prepaid, unused fees if customer accrues Maximum Service Credits for Down Time for Contact Center Core Services during any three (3) calendar Months in any continuous 6-Month period, and customer has timely reported Down Time as set forth herein.

b. To exercise its termination right under this Contact Center SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

5. Sole Remedy

The remedies available pursuant to this Contact Center SLA (i.e., the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this Agreement. For the avoidance of doubt, this clause does not bar or otherwise limit the remedies Customer may otherwise have for RingCentral's breach of the Agreement, subject to the limitations therein.

6. Definitions

Definitions. Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

a) "**Automatic Call Distributor**" or "**ACD**" means a module that uses skills-based routing to route incoming calls, emails, chats, and other interactions to the best available agent.

b) "**Contact Center Services**" include Core Services, Predictive Dialing Services, and Workforce Optimization.

c) "**Core Services**" includes the following services:

(i) place or receive a domestic or international voice phone call over a Virtual Extension;

(ii) receive a call from an 8YY service on a Virtual Extension; and

(iii) contact routing services for ACD, IVR or outbound call campaigns,

(iv) client-side user interface and computer telephony interface APIs in order to receive or place a call, and

(v) all real-time communication channels to receive and send communications to customers through non-voice communication channels such as SMS and chat, if

available and applicable.

d) "**Down Time**" is an unscheduled period during which the Contact Center Services on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement.

e) "**Interactive Voice Response**" or "**IVR**" means a module that allows customers to script automated voice interactions, accessing third party services and databases when needed to service the customer.

f) "**MRC**" means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Contact Center Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Contact Center Services.

g) "**Predictive Dialing Services**" includes the following features:

   (i) Personal Connection™ Outbound Solution

   (ii) Supplier Dialer,

   (iii) Campaign Manager,

   (iv) Agent Dialer, and

   (v) Reporter.

h) "**RingCentral Network**" means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, private IP networks, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN). The RingCentral Network includes the facilities of underlying provider of the Contact Center Services subcontracted by RingCentral.

i) "**Service Availability**" is the time for which Contact Center Services are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth below.

j) "**Service Credits**" means the amount that RingCentral will credit a Customer's account pursuant to this Contact Center SLA.

k) "**Support Case**" means an inquiry or incident reported by the Customer, through its helpdesk, to RingCentral's Customer Care department, by placing a telephone call as outlined at http://success.ringcentral.com/RCContactSupp.

l) "**Workforce Optimization**" includes the following features:

   (i) Supplier Workforce Manager,

   (ii) Supplier Quality Management,

   (iii) Supplier Performance Management,

   (iv) Supplier Speech and Text Analytics.

m) **"Virtual Extension"** refers to the access provided to the audio portion of the Contact

Center Services, which allows the user for a Seat to place and receive calls.

ATTACHMENT G

SERVICE LEVEL AGREEMENT FOR SUPPORT SERVICES

This Service Level Agreement for Support Services (the **"Support SLA"**) is a part of the Master Services Agreement (the **"Agreement"**) that includes the service levels and objectives for the management and resolution of Customer initiated Support Cases.

1) RingCentral Support

a) Support Case

For non-urgent support requests, Customer may utilize the RingCentral support portal located at http://support.ringcentral.com ("Web Case"). For urgent support requests, Customer shall utilize the support number located on the portal ("Phone Case").

b) Support Availability.

RingCentral will maintain technical support via telephone and web access twenty-four (24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year.

c) Response Objectives.

1. Average Phone Case Response Time SLA – RingCentral shall endeavor to answer seventy-five percent (75%) of all Phone Cases received in calendar month within an average of two (2) minutes.
2. Web Case Response Time SLA– RingCentral's shall endeavor to provide a response within twenty-four (24) hours of the opening of the Web Case.

2) Support Reports

Within ten (10) business days of Customer's request, RingCentral shall provide Customer with a report covering the prior calendar quarter providing the following Customer data, by month and in the aggregate:

1. **Calls Offered and Handled** –The total number of phone calls made by Customer to RingCentral Support and the total answered/handled.
2. **Service Level Agreement** – The percentage of phone calls which met the service level agreement in Section 1(c)1 above.
3. **Web Case Report** - The number of Web Cases opened, number closed, and first response time for each.
4. **Total Cases and Call Driver Report** – The total support cases opened and closed across all support channels broken down by type.
5. **Aging Report for Open Support Cases** – The number of support cases that are open and the age of the open cases at the time the report is run.

3) Support Resolution Service Level Objectives. The SLOs that RingCentral endeavors to meet for Phone Cases.

Updates and Resolution time			
Severity Level	**Service Failure descriptions**	**Updates**	**Resolution Time**
Priority 1	Customer experiences a loss of Core of Service affecting (a)100% of Digital Lines at one or more Customer Sites or (b) 50 or more Digital Lines in the aggregate across its Sites. A "Core Service" means the inability to use any of the following: o Place and receive voice calls. o Host and participate in RingCentral Audio Conference services. o Host and participate in RingCentral Office Video Conferencing services.	Upon Customer request, Every thirty (30) minutes, until Resolution	4 Hours
Priority 2	(A) Customer experiences a loss of Core Services affecting between 20 to 49 Digital Lines in the aggregate across its Sites; or (B) Customer experiences a loss of Services (other than Core Services) affecting (a) 100% of Digital Lines at one or more Customer Site(s) or (b) 50 or more Digital Lines in the aggregate across its Sites.	Every sixty (60) minutes, as requested, until Resolution	1 Business Day
Priority 3	(A) Customer experiences a loss of Service not covered under Priority 1 or 2; or (B) Minor functionality impairment to Services.	Every business day, if requested by Customer, until service is restored	N/A
Priority 4	Non-service impacting questions or feature requests (no loss or impairment of Services is involved).	Initial update/response provided upon case being opened.	N/A

4) Service Credits.

Resolution Time – If RingCentral fails to resolve a Priority 1 or 2 Phone Case within the Resolution Time, Customer shall be entitled to a credit equal to two percent (2%) of the MRC for the month the SLA was missed.

5) Rules Governing the Calculation of Support Services Credits.

Notwithstanding anything set forth elsewhere in this Support SLA, the calculation of credits shall in all cases be subject to the rules and conditions set forth in this section.

a) RingCentral will not be liable and will not pay any credits for any delays or failures to meet the response times or resolutions times set forth in this Support SLAs due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; (3) Customer's breach of the Agreement; (4) interruption, failure or loss of the Services or any functionality caused by any systems or components outside of the RingCentral Network.

b) Resolution times will start counting from the moment the Customer properly opens a Phone Case ticket.

c) In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of Digital Lines affected by a loss of Service, RingCentral will calculate the impacted Digital Lines on a equivalency- basis using number of calls, network information, device information, vendor and customer reports, and its own technical expertise to make these calculations.

d) Service Credits will accrue only to the extent:

(i) Customer applies for the Service Credits by submitting a written request to RingCentral Technical Support Team within five (5) business days of the last date of the calendar month for which the Service Credit is requested;

(ii) Customer is not in material breach of the Office Agreement or the Use Policies, including its payments obligations;

(iii) A Phone Case or Web Case was properly and timely reported following theService failure; and

(iv) RingCentral confirms the conditions set forth in this Support SLA have been met, and the Customer is entitled to receive the credit.

6) No Cumulative Credits

a) Where a single incident affecting the Customer would enable the collection of credits under this Support SLA and the right to collect any compensation or credit under any other SLA, Customer may only claim credits under one of the SLAs.

b) Service Credits to be paid under this Support SLA will be calculated based Customer's RingCentral Office MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed five percent (5%) MRC paid for the relevant Service for the relevant month.

7) Sole Remedy

The credits available pursuant to this Support SLA shall be Customer's sole remedy for any failure to meet committed services levels under this Support SLA.

8) Definitions

Capitalized terms not defined above or below have the meaning set forth in the Agreement to which this SLA is attached.

(a) **"Digital Line"** means a phone number assigned to an End User or a specifically designated location

(e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.

(b) **"MRC"** means the monthly recurring subscription charges (excluding set-up fees, equipment costs, taxes, administrative or government mandated fees, metered billings, and other similar costs and fees) owed by Customer to RingCentral for Office Services for the relevant month. If customer is billed other than on a monthly basis (e.g. annually), MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month.

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

(d) **"Services"** means the Voice Services and/or Video Conferencing Service for RingCentral Office on the RingCentral Network.

(e) **"Site"** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for a Site.

(f) **"Video Conferencing"** means the cloud-based video conferencing service that unifies video and audio conferencing, mobility and web meetings offered by RingCentral.

(g) **"Voice Services"** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

ATTACHMENT H

RINGCENTRAL BUSINESS ASSOCIATE AGREEMENT

RingCentral and Customer (each a "**Party**" and collectively the "**Parties**") hereby agree to the following terms and conditions of this Business Associate Agreement (this "**BAA**"), which is attached to the RingCentral Master Service Agreement (the "**Agreement**") and is effective as of the execution date of the Agreement (the "**BAA Effective Date**").

RECITALS

Whereas, Customer has, pursuant to the Agreement, purchased the **Services**;

Whereas, Customer desires to comply with the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), as amended, along with applicable provisions of the Standards for Privacy of Individually Identifiable Health Information (the "**Privacy Rule**") and applicable provisions of the Security Standards for the Protection of Electronic Protected Health Information ("**Security Rule**") (collectively the "**HIPAA Rules**") and, in compliance with the HIPAA Rules, Customer desires to safeguard Customer's **PHI** transmitted, received, or maintained by Customer using the Customer's Account ("**Account**").

Whereas, as a business associate (as that term is defined in the HIPAA Rules) RingCentral wishes to accommodate Customer's desire to safeguard PHI that Customer creates, receives, transmits, or maintains using the RingCentral Services, by entering into this BAA, which meets the requirements of 45 C.F.R. §§ 164.314(a) and 164.504(e);

Now, Therefore, in consideration of the mutual covenants and representations, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Obligations of RingCentral.** RingCentral agrees:

   a) subject to the provisions of Section 2, to use and disclose Customer's PHI only in connection with the provision of the Services purchased by Customer as part of or related to Customer's Account(s), as required by law, or for any other purpose permitted by the Agreement, or this BAA, provided that RingCentral may not use or disclose Customer's PHI in a manner that would violate the requirements of subpart E of 45 C.F.R. Part 164 if done by Customer;

   b) not to use or further disclose Customer's PHI other than as permitted or required by this BAA, or as required by law;

   c) where applicable, to make reasonable efforts to use, disclose, and request only the minimum necessary amount of PHI;

   d) to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to the protection of Electronic PHI, to prevent use or disclosure of Customer's PHI other than as provided for by this BAA;

   e) to report to Customer any use or disclosure of Customer's PHI not provided for by this BAA of which RingCentral becomes aware, including any breach of unsecured PHI as required by 45

C.F.R. § 164.410, and any security incident involving Customer's PHI of which RingCentral becomes aware; provided, however, that notwithstanding the foregoing, the Parties agree that this BAA serves as notification, and that no further notification is required, of the ongoing existence of Unsuccessful Security Incidents. For purposes of this BAA, an **"Unsuccessful Security Incident"** includes, without limitation, activity such as pings and other broadcast attacks on RingCentral's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as such activity does not result in unauthorized access, use, acquisition, or disclosure of Customer's PHI;

f) to ensure that any subcontractor that creates, receives, maintains or transmits Customer's PHI on behalf of RingCentral agrees to substantially the same restrictions and conditions that apply to RingCentral with respect to such PHI, as required by the HIPAA Rules;

g) to the extent that RingCentral has been delegated under the Agreement and is to carry out an obligation of Customer under Subpart E of 45 C.F.R. Part 164, RingCentral will comply with the requirement(s) of Subpart E of 45 C.F.R. Part 164 that apply to Customer in the performance of such delegated obligation;

h) to the extent that: (i) Customer provides advanced written notice to RingCentral that RingCentral will maintain PHI in a "designated record set" as defined in the HIPAA Rules ("Designated Record Set") (and with the understanding that the Parties do not intend for RingCentral to maintain PHI in a Designated Record Set); (ii) the Designated Record Set (if any) maintained by RingCentral is not duplicative of records maintained by Customer' and (iii) to the extent possible in light of the Customer's option to enable the HIPAA Setting ("HS") (described in Section 4); RingCentral agrees to:

   a. upon receipt of a written request from Customer, make available to Customer to inspect and/or obtain a copy of Customer's PHI maintained by RingCentral in a Designated Record Set, as required under 45 C.F.R. § 164.524, for so long as RingCentral maintains such PHI in a Designated Record Set; and

   b. upon receipt of a written request from Customer, provide such information to Customer for amendment and incorporate amendments to PHI maintained by RingCentral in a Designated Record Set as agreed to by Customer under 45 C.F.R. § 164.526, for so long as RingCentral maintains such PHI in a Designated Record Set.

i) to the extent possible in light of the Customer's option to enable the HIPAA Setting (described in Section 4), and to the extent no disclosure exceptions apply under 45 C.F.R. § 164.528, to maintain and to make available to Customer the information required for Customer to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528;

j) In the event any individual delivers directly to RingCentral a request for an amendment to PHI, access to PHI, or an accounting of disclosures of PHI, to promptly forward individual to Customer. Customer must provide request to RingCentral. ;

k) to make its internal practices, books, and records relating to the Use and Disclosure of Customer's PHI available to the Secretary (as defined in the HIPAA Rules) for purposes of determining Customer's compliance with 45 C.F.R Part 164, Subpart E; and

l) upon termination of this BAA for any reason, if feasible, to return or destroy all PHI received from Customer, or created or received by RingCentral on behalf of Customer, in connection with this BAA, to the extent it has not been already erased, returned or

destroyed, and retain no copies thereof, or, if in RingCentral's opinion such return or destruction is not feasible, to extend the protections of this BAA to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

2. **Permitted Uses and Disclosures of PHI.** Notwithstanding the other provisions of this BAA, RingCentral is permitted to use or disclose Customer's PHI for its proper management and administration or to carry out its legal responsibilities, provided that RingCentral may only disclose PHI for such purposes if: (i) the disclosure is required by law or (ii) RingCentral obtains reasonable assurances from the person to whom the PHI is disclosed that the information will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies RingCentral when the confidentiality of the PHI has been breached.

3. **Obligations of Customer.** Customer will:

   a) obtain any consent, authorization, or permission that may be required by the HIPAA Rules, or any other applicable laws or regulations prior to using the Services to create, receive, maintain, or transmit PHI, or otherwise provide PHI to RingCentral. Without limiting the generality of the foregoing, in the event Customer transmits PHI via text message, or any other method of transmission of PHI as part of the Plan Services, Customer agrees to notify the individual whose PHI is to be transmitted that such transmission is not secure and to obtain such individual's consent or authorization, consistent with applicable law, before transmitting any such PHI.

   b) use, disclose, request, and otherwise provide to RingCentral and RingCentral employees only the minimum amount of PHI necessary for RingCentral to provideServices.

   c) notify RingCentral, in writing, of any limitation(s) in Customer's notice of privacy practices that may affect RingCentral's Use or Disclosure of Customer'sPHI;

   d) notify RingCentral, in writing, of any changes in, or revocation of, permission by an individual to use or disclose any of his or her PHI, to the extent that such changes may affect RingCentral's Use or Disclosure of Customer's PHI;

   e) notify RingCentral, in writing, of any restriction on the use or disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect RingCentral's use or disclosure of Customer's PHI;and

   f) not request that RingCentral use or disclose Customer's PHI in a manner that would not be permissible under the HIPAA Rules if done by Customer.

   g) The Parties agree that in the event RingCentral believes that any limitation(s) or restriction(s) on the use or disclosure of PHI pursuant to this Section 3 may materially impair RingCentral's ability to provide Services or materially affect RingCentral's costs of providing Services, the Parties will promptly negotiate in good faith an amendment to Agreement that is necessary to adjust RingCentral's obligations and/or reflect RingCentral's increased costs. In the event such negotiations are unsuccessful, RingCentral may terminate this BAA and the Agreement without penalty or further obligation to RingCentral.

4. Additional Options Related to the Services

   a) HIPAA Setting Description and Availability

      i. RingCentral has created a "HIPAA Setting" ("HS") that Customer has the ability to enable for the RingCentral Office and RingCentral Glip Services

(but not for Contact Center Customer Accounts). When enabled, the HS will delete the following every thirty (30) days for RingCentral Office: voice recordings, voicemail, facsimile, short message service ("SMS"), and multimedia message service ("MMS") for RingCentral Office. When enabled, the HS will delete the following every thirty (30) days for RingCentral Glip Services: chat content, time and date of message, text messages, tasks, notes, files, images, links, events, call activities, and/or posts from third party integrated applications. In addition, the activation of the HS may disable the attachment of voicemail and facsimile/internet facsimile messages to message notification emails sent using the RingCentral Office or RingCentral Glip Services.

ii. The HS option is not available for RingCentral's Contact Center Services and therefore PHI that is created, received, maintained or transmitted using the Contact Center Services will not be deleted within 30 days.

iii. Customer will be solely responsible for activating the HS and ensuring it remains active. If the Customer has more than one Account with RingCentral, the HS needs to be activated for each Account separately.

5. **Customer Integrations**. Notwithstanding any provision to the contrary in any agreement between the Parties, this BAA applies only to the Services. Notwithstanding any provision to the contrary in any agreement between the Parties, RingCentral has no responsibility or liability for, and disclaims any warranties or representations relating to, any Customer applications, services, devices, APIs, or any other technology (whether utilized by Customer or a third party on behalf of Customer) that are not managed by RingCentral. Any such technology which integrate with the Services or that transfer data to or from the Services ("**Customer Integrations**"). For the avoidance of doubt, RingCentral will have no obligations or liability for the privacy, security, confidentiality, availability, or integrity of any Customer Integrations, or any PHI or other data processed, handled, sent, stored, created, received, maintained, or transmitted in connection with any Customer Integrations or through any applications, services, devices, APIs, or any other technology not provided within RingCentral Services.

6. **Term.** The term of this BAA (the "**BAA Term**") commences on the BAA Effective Date and runs conterminously with the term of the Agreement, unless sooner terminated by either Party in accordance with Section 7.

7. Termination.

a) Automatic BAA Termination. Termination or expiration of the Agreement for any reason will result in the termination of this BAA.

b) Direct BAA Termination. In the event that either Party violates a material term of this BAA, the other Party may terminate the BAA, provided that the non-breaching Party provides written notice to the breaching Party of such breach and provides the breaching Party with an opportunity to cure the breach or end the violation. If such violation is not cured within thirty (30) days, the non-breaching Party may terminate this BAA. In the event that the BAA is terminated pursuant to this section, either Party may terminate the Agreement.

8. Miscellaneous.

a) Definitions. All capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. Subject to the immediately foregoing sentence, any other terms that are not defined in this BAA or the Agreement but that

are defined under the HIPAA Rules have the same meaning as defined under the HIPAA Rules. For purposes of this BAA, "**PHI**" means "protected health information" as that term is defined in the HIPAA Rules, limited to such information created, received, maintained, or transmitted by RingCentral for or on behalf of Customer.

b) No Third Party Beneficiaries. Nothing in this BAA, express or implied, is intended to confer or will confer upon any person or entity other than the Parties any right, benefit, or remedy as a third party beneficiary or by any other nature whatsoever under or by reason of this BAA.

c) Notices. All notices or other communications to be given under this BAA are deemed given when emailed.

To Customer:	The postal and email address on file at the time of notice for an Account
To RingCentral:	RingCentral, Inc. Attn.: Legal Department 20 Davis Drive Belmont, California 94002 HIPAA@ringcentral.com

d) Modification. No modification or amendment of this BAA will be effective unless set forth in a document specifically referencing this BAA that is executed by both Parties.

e) Counterparts. This BAA may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

f) Entire Agreement. RingCentral will be bound by the terms of this BAA only to the extent that: (i) Customer is a "Covered Entity" or “Business Associate” (as that term is defined in the HIPAA Rules) pursuant to HIPAA; and (ii) RingCentral is acting as Customer's "business associate" (as that term is defined in the HIPAA Rules) pursuant to HIPAA. This BAA, together with the Agreement, states the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

ATTACHMENT I

RINGCENTRAL SECURITY ADDENDUM

This Security Addendum ("**Security Addendum**") is made as of the Effective Date by and between RingCentral and Customer (each a "party", together the "parties"), pursuant to the Master Services Agreement (the "**Agreement**") for the provision of RingCentral Services to Customer.

1. This RingCentral Security Addendum (this "**Security Addendum**") sets forth the minimum terms and conditions related to RingCentral's information security program and infrastructure policies that RingCentral agrees to meet and maintain pursuant to the Master Services Agreement (the "**Agreement**") to which this Security Addendum is attached. RingCentral has determined that the terms and conditions outlined in this Security Addendum (the "**Security Terms**") are the minimum requirements necessary to protect the content of communications transmitted or stored through the Services (as defined in the Agreement) from unauthorized use, access, disclosure, theft, manipulation, reproduction or breach of Confidential Information ("**Security Breach**") during the Term, as defined in the Agreement to which this Security Addendum is attached and for any period of time thereafter during which RingCentral has possession of or access to Confidential Information.

The Security Terms outlined below shall not apply to customer-facing Services features, nor shall these terms and conditions apply to how Customer manages their own internal corporate security measures or Customer's management of any security settings on the Customer's instance of the RingCentral Services.

2. Information Security Management.

a) Policies and Standards: RingCentral has established, and will maintain, documented policies or standards appropriate to govern the handling of Confidential Customer Data in compliance with the Agreement and applicable law.

b) Administrative, Technical and Physical Safeguards: RingCentral has implemented and will maintain administrative, technical, and physical safeguards to protect Confidential Customer Data. These safeguards include measures to: (i) to protect the security and confidentiality of Confidential Customer Data; (ii) to protect against reasonably anticipated threats or hazards to the security or integrity of Confidential Customer Data; and (iii) to protect against unauthorized access to or use of Confidential Customer Data which could reasonably result in harm to Customer.

c) Revisions to Security Measures: RingCentral reserves the right to modify and revise its technical and non-technical security measures over time.

3. Human Resource Security.

a) Background Checks: Prior to assigning any of its employees to positions in which they will, or RingCentral reasonably expects them to, have access to Confidential Customer Data, RingCentral will conduct background checks on such employees, except where prohibited by law. Background checks will include, for US personnel:

i. a search of the National Criminal Database and a search in each county, if any, in which a criminal history is identified by the National Criminal Database search;

ii. a federal crimes search of all federal districts in which the applicant has lived (as determined by a self-report and a search against Social Security numbers);
iii. a felony and misdemeanor search of all county courts in which the applicant has lived in the past 7 years (as determined by a self-report and the SSN Search; provided that for former addresses located within AL, CO, FL, GA, KY, MD, MO, NE, NM, NY, NC, OR, SC, UT, WA, or WI only, a "statewide" search is permitted in lieu of a county court search; and
iv. a search of any relevant national governmental restricted list, including any list of restricted or prohibited individuals issued by the OFAC.

b) Training: RingCentral shall provide training to RingCentral employees and contractors on security and privacy requirements applicable to RingCentral and to the handling and processing of customer information. Such training shall occur at least annually and also during new employee orientation.

c) Non-disclosure: RingCentral shall ensure that its Personnel with access to Customer Confidential Data are bound in writing by obligations of confidentiality sufficient to protect the Customer Confidential Data in accordance with the terms of the Agreement and applicable laws.

4. Asset Management.

a) Media Management: When disposing of or otherwise taking media out of service that contains Confidential Customer Data, RingCentral will destroy or securely erase the media prior to removing it from service.

5. Access Control.

a) Authorized Personnel: RingCentral will limit access to Confidential Customer Data to only those Personnel who have a reasonable need to access the Confidential Customer Data to enable RingCentral to perform its obligations under the Agreement. RingCentral will re-evaluate its list of authorized Personnel at least annually.

b) Access Controls: RingCentral shall employ access control mechanisms to prevent unauthorized access to Customer Confidential Data. Such mechanisms will have the capability of detecting and logging access to the system or network.

c) Password Administration: Passwords that are associated with RingCentral's access to the Confidential Customer Data will consist of at least eight (8) alpha numeric characters will include both upper and lower case and include special characters. Passwords, if known by others, must be changed on first login. Passwords must be changed at least every one hundred twenty (120) days.

Note: one-time-use passwords (such as those associated with Strong Authentication) are exempt from these requirements.

d) Account Lockout due to Failed Login Attempts: Account lockout will occur after no more than six (6) failed access attempts.

e) Unique User Accounts: RingCentral Personnel will have individual User Accounts that authenticate that individual's access to Confidential Customer Data. RingCentral will not allow sharing of Accounts. For the avoidance of doubt, this does not require RingCentral to rename or cease using admin Accounts that cannot technically or within commercial reason be renamed (Example: root).

f) Periodic Review of Authorized Personnel: RingCentral will maintain a process to review no less

frequently than annually the list of authorized Personnel with access to RingCentral production networks and RingCentral data centers.

g) Remote Access Authentication: RingCentral will configure remote access to all production networks containing Confidential Customer Data to require Strong Authentication for such access.

h) Revocation of Access: RingCentral will promptly revoke Personnel's access to physical locations, networks, and applications that Process Confidential Customer Data upon such Personnel's termination.

6. Cryptography

a) Data Encryption: RingCentral will encrypt Customer Confidential Data, at Customer's election, when stored at-rest within RingCentral Data Centers and backups, at-rest if stored on RingCentral laptops, and in-transit over public networks in connection with the performance of the Services pursuant to the Agreement, except for encryption over Public Switch Telephone Networks. Encryption will be implemented using commercial grade, industry-standard encryption with a key length of no less than 256 bits.

7. Physical and Environmental Security

a) Secure Areas: Physical security safeguards will include physical safety and security safeguards at RingCentral controlled facilities where Processing of Confidential Customer Data is performed. Such physical security safeguards shall meet reasonable commercial standards for office buildings, and reasonable commercial standards for data centers.

b) Access and Authorization Processes: RingCentral will maintain a documented authorization and logging process for all persons, including Personnel and visitors, who maintain or otherwise have access to Secure Areas. RingCentral's authorization process will include at least the following:

i. RingCentral will maintain reports for a minimum of 90 days detailing all access to Secure Areas;

ii. RingCentral access systems will be capable of monitoring and logging door alarms at Secure Areas, subject to the terms and conditions of any prior or contemporaneous agreements between RingCentral and any third party vendors or service providers;

iii. Subject to the terms and conditions of any prior or contemporaneous agreements between RingCentral and any third party vendors or service providers, and to the extent RingCentral is required to maintain card access or video surveillance capability in accordance with those agreements: (1) RingCentral will maintain active service agreements with card access and video surveillance equipment support vendors; and (2) RingCentral will retain all video surveillance image data for a minimum of ninety (90) days from the date such image data was collected.

c) Data Centers: To the extent RingCentral is operating a Data Center, all access to RingCentral areas or cabinets that house service infrastructure equipment will be controlled as follows: (i) access will be controlled by badge reader at one or more entrance points; (ii) doors used only as exit points will have only "one way" doorknobs or crash bar exit devices installed; (iii) all exit doors will have video surveillance capability; and (iv) card access and video

surveillance systems will be tied into generator or UPS backup systems.

8. Operations Security

a) Malicious Code Protection: To the extent practicable, RingCentral will have current antivirus software installed and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.

b) Intrusion Detection and Prevention: RingCentral will deploy network intrusion detection and/or network intrusion prevention systems (NIDS/NIPS) that monitor all traffic entering or leaving the Data Centers.

c) Audit and Reporting: For systems or applications associated with the access, processing, storage, communication and/or transmission of Confidential Customer Data, RingCentral will generate audit logs on at least on a daily basis. RingCentral will review the audit logs in accordance with RingCentral's information security and other Operations policies or at least monthly for indicators of unauthorized access and/or Security Breach.

d) Vulnerability Management: RingCentral will use commercially reasonable efforts to run internal and external network vulnerability scans of the Services at least quarterly and after any material change in the network configuration (e.g., new system component installations, changes in network topology, firewall rule modifications, or product upgrades). Vulnerabilities identified and rated as high risk by RingCentral will be remediated within a reasonable time period after RingCentral has actual or constructive knowledge of such security vulnerabilities.

e) Annual Pen-Test: RingCentral agrees to annually conduct a penetration test of its RingCentral Office and Glip products. Where applicable, such test will include efforts to find security bugs/bug types listed in the then-current OWASP Top 10 and CWE/SANS Top 25 vulnerabilities. Vulnerabilities identified and rated as high risk by RingCentral will be remediated within a reasonable time period.

9. Communications Security

a) Firewalls: Ring Central will deploy reasonably appropriate firewall technology in operation of the Services via implementation of stateful firewall(s) and Session Border Controller(s) as appropriate.

b) Firewall Maintenance: RingCentral will review firewall rule sets annually to ensure that each ACL rule set ends with a "DENY ALL" statement.

10. Product Development and Service Operations

a) Documentation and Training: RingCentral will maintain documentation on overall system, network, and application architecture and security infrastructure for the Services.

b) Secure Software Development: RingCentral will employ documented secure programming guidelines, standards, and procedures in the development of applications that process or store Confidential Customer Data.

c) Application Security Testing: RingCentral will perform application security testing on RingCentral Office and Glip applications no less than annually. Automated and/or manual processes and procedures will be employed in performing such testing.

d) Change Management: RingCentral will employ an effective, documented change management program with respect to the Services.

e) Data Retention: RingCentral will only retain Confidential Customer Data for as long as is necessary

for the purposes for which it was collected and processed, which, for clarity shall permit RingCentral to retain Confidential Customer Data as long as Customer retains it within the relevant Account(s) or application(s) and for a period not to exceed forty-five (45) days after closure of Customer's Account(s). RingCentral agrees to purge the Confidential Customer Data within forty-five (45) days of Customer's closure of such Account(s).

11. Supplier Relationships

a) Subprocessing: Customer agrees that use of subcontractors under the Agreement is permitted, provided that RingCentral flows down its obligations under this section to protect Confidential Customer Data to any subcontractor it appoints such that, as applicable, the processing terms of the subcontract with respect to Confidential Customer Data are no less onerous than the processing terms set out in this section

12. Security Incident Management

a) Data Breach: In the event of a known Data Breach of Confidential Customer Data, RingCentral will undertake commercially reasonable efforts to notify Customer promptly and will undertake commercially reasonable efforts to update Customer of developments relating to the Data Breach. Notice will be provided to Customer's admin users and/or business contact of record on the Account.

b) Remediation: In the event RingCentral knows of unauthorized access of Confidential Customer Data, RingCentral will: (i) investigate the unauthorized access; (ii) implement a commercially reasonable remediation plan (RingCentral acknowledges that any legal requirements under Data Privacy Legislation imposed on RingCentral in the case of a breach of personal information is deemed to be commercially reasonable) to address the unauthorized access and to mitigate the incident and reasonably prevent any further incidents; (iii) take commercially reasonable measures to remediate the effects of the unauthorized access in accordance withsuch remediation plan; and (iv) reasonably cooperate with any law enforcement or regulatory official investigating such unauthorized access.

13. Audits and Compliance

a) Independent Assessments: For its RingCentral Office and Glip services, RingCentral will conduct an independent assessment consisting of a Report on Controls at a Service Organization relevant to Security and Availability ("SOC2" Type II) at least annually by a reputable independent third party organization.

b) Compliance with Laws: RingCentral will comply with all applicable laws and Data Privacy Legislation that are in effect during the term of the Agreement related to the security of the Confidential Customer Data.

c) Permitted Uses and Disclosures of Confidential Information: RingCentral will not use or disclose any Confidential Customer Data contrary to the provisions of the Agreement, and any use or disclosure of any Confidential Customer Data is specifically and expressly limited to the use or disclosure that is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement, or such use or disclosure that is otherwise authorized under the Agreement.

d) Right to Audit: Customer may, on one (1) occasion within any consecutive twelve (12) month period, request with thirty (30) days prior written notice in accordance with the Agreement, and on mutually agreed upon terms (which shall include without limitation Customer's agreement to provisions related to the protection and confidentiality of Confidential Customer Data that isin

RingCentral's sole discretion adequate to protect RingCentral's information assets), to perform, during RingCentral's normal business hours, without the disruption of RingCentral's normal business operations, and at Customer's sole expense (which may include the reimbursement of RingCentral for any time RingCentral employees spend conducting or assisting with such audit), a reasonable security audit of RingCentral's Data Centers, Office facilities, procedures, and documentation in order to ascertain compliance with applicable law, these information security requirements, non-disclosure agreements, and any agreements between Customer and RingCentral with respect to Confidential Customer Data ("Security Audit').

14. Definitions. For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

a) "**Confidential Customer Data**" means all Customer Communications, customer account information and customer proprietary network information ("CPNI") as that term is defined in Section 222 of the Communications Act of 1934, 47 U.S.C.222, as amended, which includes information available to RingCentral or its Affiliates by virtue of RingCentral's relationship with Customer as a provider of the Services.

b) "**Customer Communications**" means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, conferences or other communications transmitted or stored through the Services.

c) "**Data Breach**" means any: (i) unauthorized Processing of Confidential Customer Data (for the avoidance of doubt, "unauthorized Processing" includes, but is not limited to: misuse, loss, destruction, compromise, unauthorized access, or unauthorized transfer of Confidential Customer Data). Any takeover of an individual Customer User or End User Accounts is not considered Security Breach however, account takeover events will be communicated to Customers' admins when and if such activity is discovered on Customer Accounts.

d) "**Data Center**" means a facility at which RingCentral service infrastructure (physical and virtual systems) are deployed and maintained in support of operation of the Services.

e) "**Data Privacy Legislation**" means all United Stated federal and California laws and regulations, as well as the EU Data Protection Directive 95/46/EC as it applies to the United Kingdom, the Data Protection Act 1998 (U.K.), the Electronic Communications Privacy Act (U.S.).

f) "**Personnel**" means RingCentral employees, contractors or subcontractors.

g) "**Process**" means access, collection, retention, storage, transfer, disclosure, use, erasure, or destruction, in relation to Confidential Customer Data.

h) "**Strong Authentication**" means the use of authentication mechanisms and authentication methodologies stronger than the passwords required by the applicable requirements herein (examples of Strong Authentication mechanisms and methodologies include but are not limited to digital certificates, two-factor authentication, and one-time passwords).

15. Order of Precedence. In the event of any conflict between the provisions of the Agreement that apply to this Security Addendum and the provisions of this Security Addendum, such provisions of this Security Addendum will prevail.

ATTACHMENT J

ATTACHMENT – RINGCENTRAL OnLine Terms

This Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Services to Customer.

1. Attachment Overview

The Master Services Agreement contains within it hotlinks to online terms and conditions (Online Terms) that are incorporated into the Agreement by reference. Customer desires to have a version of such Online Terms as they exist as of the Effective Date of the Agreement attached to the Agreement in hardcopy form. RingCentral is willing to attach such Online Terms as set out in this Attachment with the understanding that (i) they are presented here as a convenience to Customer, and (ii) subject to Section 2 below, in the event of a change in any such Online Terms subsequent to the Effective Date of the Agreement, such changed Online Terms shall replace and supersede those set out in this Attachment.

2. Changes to Online Terms

RingCentral may update the Online Terms from time to time and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer. In the event that any such update would be of material detriment to Customer and is not required by Law, Customer must inform RingCentral of its objection within ten (10) days of receiving the notice provided under this provision. If the Parties, negotiating in good faith cannot reach agreement within thirty (30) days, Customer may terminate the portion of the Services affected by the change without penalty by written notice to RingCentral. Any use of the Services after the effective date will be deemed Customer's acceptance of the change.

3. Those Online Terms Incorporated into the Agreement by Reference and Set Out Herein

Exhibit A	MSA_2.b.i_RingCentral, Inc. Terms and Conditions of Sale of Hardware
Exhibit B	MSA_ 2.b.ii_RingCentral Phone Lease Program and Rental Agreement
Exhibit C	MSA_ 5.A_Technical Sufficiency Criteria _ RingCentral
Exhibit D	MSA_ 5.B.i_Acceptable Use Policy _ RingCentral
Exhibit E	MSA_ 5.B.ii_Emergency Services _ RingCentral
Exhibit F	MSA_ 5.B.iii_Numbering Policy _ RingCentral
Exhibit G	MSA_ 9.A_Privacy Notice _ RingCentral

EXHIBIT A

RingCentral, Inc. Terms and Conditions of Sale of Hardware

SOURCE: MSA_2.b.i https://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html

1. Definitions

a. Where used in these Terms and Conditions of Sale of Hardware:

i. "**Authorized Representative**" means any person who holds the job title and office of General Manager, Finance Director or Vice-President.

ii. "**Customer**" means you or any of your subsidiaries purchasing Product from RingCentral.

iii. "**Conditions**" means these Terms and Conditions of Sale.

iv. "**Contract**" means any agreement for the purchase and sale of Products between RingCentral and Customer which result from a Purchase Order submitted to and accepted by RingCentral under these Conditions.

v. "**Contract Date**" means the date upon which a Purchase Order is accepted by RingCentral.

vi. "**Force Majeure**" means, without limitation, any acts of God, government, war, terrorism, riot, fire, floods, earthquakes, explosions, strikes, lockouts, cessation of labor, trade disputes, breakdowns, accidents of any kind or any other causes which, in all cases, are beyond the reasonable control of RingCentral (including delay or shortages by its Suppliers).

vii. "**Products**" means the hardware, software, or any combination thereof, and related documentation, identified in the Website, https://www.ringcentral.com/office/voip-phone.html which are made available for purchase and/or license by Customer pursuant to a Contract. Products shall be new or like-new, unless Customer requests refurbished Product. RingCentral will fulfil Purchase Orders for refurbished Product to the extent RingCentral has refurbished Product available.

viii. "**Purchase Order**" means Customer's submission of a written or electronic order for Products through the Website or other documentation indicating name, quantity and pricing of Products to be purchased.

ix. "**RingCentral**" means RingCentral, Inc. and its subsidiaries.

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

xi. "**Website**" means the portal hosted by RingCentral through which Products are made available for purchase.

b. As used in these Conditions, (i) any reference to a statute shall be construed as a reference to that statute as amended, re-enacted or otherwise modified from time to time, (ii) the term "including" will always be deemed to mean "including, without limitation", (iii) a definition is equally applicable to the singular and plural forms of the feminine, masculine and neuter forms of the term defined, and (iv) any headings in these Conditions are for convenience only and shall not affect the interpretation of any terms.

2. General Ordering Terms.

a. Customer may purchase Products under these Conditions by issuing a Purchase Order to RingCentral. Only a Purchase Order submitted by Customer shall constitute an offer to contract subject to these Conditions. All Purchase Orders are subject to acceptance by RingCentral.

b. No additional or alternative terms or conditions or any alteration to these Conditions proposed by the Customer contained or referred to in a Purchase Order or other form submitted to RingCentral shall be deemed to apply unless they are expressly accepted in writing by an Authorized Representative of RingCentral with respect to that Purchase Order.

c. Customer's subsidiaries shall be defined as any entity which the Customer controls or owns more than 50% of its shares. Customer guarantees full and prompt payment to RingCentral of any sums as they fall due for any Purchase Orders placed hereunder by Customer's subsidiaries.

3. Cancelling & Rescheduling Purchase Orders.

Except as set forth below, no Purchase Order which has been accepted by RingCentral may be cancelled or rescheduled by Customer except with written agreement by RingCentral.

4. Limited Product Return Right.

a. Product may be returned by Customer for any reason within thirty (30) days of delivery of the Product ("**Return Period**"), and RingCentral will accept the return and provide a refund to Customer of the price paid by Customer for the Product, or a lesser amount depending on the condition of the returned Product, as set forth below. The refund shall also include taxes and any fees, duties and similar charges that were paid by Customer to RingCentral and refundable. The refund will not include the shipping fees associated with the purchase of the Product. The amount of the refund will be dependent on the condition of the returned Product, such condition determined solely by RingCentral. If the Product is, in RingCentral's sole discretion, in such a condition that it cannot be resold, no refund will be provided. Customer shall contact RingCentral to arrange for any such return. All returns under this Section 4 are subject to a processing fee (which includes shipping charges to return the Product) (a "**Return Processing Fee**") of thirty Canadian dollars (CDN$30.00), fifteen British pounds (£15.00), eighteen Euros (€18.00), or twenty-five US dollars (US$25.00) or its equivalent for any other currency, that shall be charged to Customer by RingCentral. The Return Processing Fee will be assessed on each returned Product and will be collected at the time of processing Customer's return request

5. Prices

a. The price of Products on the Contract Date shall be the quoted price. All prices and charges are exclusive of the cost of shipping, delivery and insurance, if any, as well as applicable value added tax (VAT), sales, use, consumption, privilege, gross sales tax (GST), and other taxes (other than taxes based upon RingCentral's net income), duties or customs fees for which the Customer shall be additionally liable for paying. In addition, prices exclude any copyright levies, waste and environment fees and similar charges that RingCentral by law or statute may charge or collect upon in accordance with such laws or statutes.

b. Customer will be responsible for any sales, uses, excise, value added, services, consumption, and other taxes and duties payable by Customer on any Products purchased by Customer where the tax is imposed on Customer's acquisition or use of such Products and the amount of tax is measured by Customer's costs in acquiring such goods or services. Customer shall make all payments of any such taxes to RingCentral without reduction for any withholding taxes, which shall be Customer's sole responsibility. All taxes shall be paid by Customer to RingCentral unless Customer provides RingCentral with a valid certificate of exemption acceptable to the appropriate taxing authority.

6. Invoicing and Payment.

a. Customer shall pay the purchase price, without any deduction or set-off, within thirty (30) days from the date of the invoice which shall be issued to Customer on the date that Products are shipped. Invoices shall be issued by RingCentral to Customer upon delivery of the Products in accordance with Section 7.

b. Customer shall make payment to RingCentral in the currency indicated on the invoice.

c. All express deliveries may be subject to additional shipping charges regardless of invoice value.

d. If: (i) Customer fails to make any payment under any Contract when due; (ii) Customer is a body corporate and any resolution or petition to wind up Customer's business (other than for the purpose of amalgamation or reconstruction) is passed or presented; or (iii) Customer is an individual or a partnership, and any grounds arise for the application for a bankruptcy order made under applicable bankruptcy and/or insolvency laws (an "Act of Bankruptcy"), then, without prejudice to any other right or remedy available to RingCentral, the full price of all Products delivered to Customer under any Contract, but not paid, shall become immediately due (notwithstanding any previously agreed credit terms) and RingCentral may take any or all of the following courses of action:
   i. by notice, suspend or terminate any Contract or any part thereof, without liability, stop any Products in transit and, at its discretion, subject to Section 8, enter Customer's premises to recover Products for which payment has not been made in full;
   ii. charge Customer interest, both pre- and post- judgment, on any unpaid amount past due, at the rate of 2.5% per month, or the maximum rate allowed by law, until full payment is made. For clarity, a part of a month shall be treated as a full month for the purpose of calculating interest;
   iii. set-off any amounts due against any credit note, balance or other liability issued by RingCentral to Customer;
   iv. appropriate any payment made by Customer for such Products as RingCentral may deem fit (notwithstanding any purported appropriation by Customer); and/or
   v. alter Customer's payment terms, which may include withdrawing or altering any credit limit previously granted, requiring prepayment, and demanding adequate assurance of due performance by Customer through the provision of a bank guarantee.

7. Delivery, Risk of Loss, and Title

Customer agrees that all deliveries of Products (including deliveries after repair or replacement) will be made as follows:

a. **Delivery**. Unless RingCentral provides Customer with express written confirmation of a different delivery term, all deliveries of Products will be made FCA (INCOTERMS 2010) at the delivery point specified by RingCentral. Notwithstanding the agreed delivery term, RingCentral may charge Customer for shipping and handling charges, which may be reflected as a separate line item on RingCentral's invoice.
b. **Title and Risk of Loss.** Title and Risk of Loss to all Products will pass to Customer when the Products are transferred to a carrier at RingCentral´s designated shipping location. Title to Software provided under this Agreement will remain solely with RingCentral and its licensors. Notwithstanding the foregoing, should Customer fail to pay RingCentral for Products within thirty (30) days of shipment, Title may, in RingCentral's sole discretion revert back to RingCentral upon written notice to Customer.
c. Any dates quoted for delivery of the Products are approximate only and RingCentral shall not be liable for any delay in delivery of the Products however caused. Any Products may be delivered by RingCentral in advance of the quoted delivery date upon giving reasonable notice to Customer.
d. If the destination of the Products is not in the same country as RingCentral's designated shipping location, RingCentral may arrange on behalf of the Customer, for its shipping vendor to deliver the Products in the destination country. The foregoing in the understanding that: i) the shipment of the Products to the destination country is permitted by RingCentral, its Supplier, OEMs, and applicable regulations; ii) the delivery term will remain FCA (Incoterm 2010) RingCentral's designated shipping point; iii) Customer remains responsible for all charges as described in Section 5(a); iv) RingCentral shipping agent accepts to manage the exportation and importation of the Products for the Customer; and, v) Customer will remain responsible for

import and export regulations and compliance with applicable laws, including without limitation Section 15 Compliance with Laws of these terms.

e. Claims for non-delivery of Products must be made in writing to RingCentral within five (5) working days from: (i) the date of invoice; or (ii) receipt of partial delivered of the Products, if any. Customer agrees to notify RingCentral promptly in the event Customer receives the invoice prior to receipt of the Products.

f. Customer agrees to accept partial delivery of Products ordered unless otherwise mutually agreed by the parties in writing. Where the parties agree in writing that a shipment must be sent complete, Customer agrees to accept allocations of Product in the event of shortage by Supplier. Where the Products are delivered in installments, each delivery shall constitute a separate Contract. Failure by RingCentral to deliver any one or more of the installments in accordance with these Conditions or any claim by Customer in respect of any one or more instalments shall not entitle Customer to treat a Contract as repudiated or to cancel any other instalment.

g. If Customer fails to take delivery of the Products within 48 hours after the scheduled date of shipment, or fails to give RingCentral adequate delivery instructions in its Purchase Order, then, without prejudice to any other right or remedy available, RingCentral may: (i) store the Products until actual delivery and charge Customer for the reasonable costs thereof, including insurance costs; (ii) terminate the Contract forthwith and sell the Products; or iii) ship the Products by a freight forwarder to Customer´s business location business location indicated in the correspondent purchase order with Customer remaining responsible for all reasonable freight and insurance costs. Title and Risk of Loss will pass when the Products are transferred to the freight forwarder at RingCentral´s, or its Supplier's, designated shipping location.

h. Customer shall bear any and all costs (including original and return carriage costs) associated with any unjustified refusal of delivery of Products ordered pursuant to a Contract.

i. Customer's right to possess any Products, for which payment has not made shall immediately cease: (i) after the appointment of a receiver to its property; (ii) after it has been placed in liquidation or administration; (iii) when and if Customer makes an arrangement for the benefit of creditors generally, suffers or permits the appointment of an administrator, administrative receiver or receiver for its business or assets, or avails itself or becomes subject to any proceeding under any applicable bankruptcy laws; (iv) if Customer is unable to pay its debts within the meaning of applicable bankruptcy and insolvency laws; (v) if Customer, not being a company, has become bankrupt; or (vi) if Customer otherwise ceases to trade or threatens to cease to trade.

8. Publications & Specifications.

Any and all specifications, descriptions, photographs, measurements, capacities or illustrations contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, publications of RingCentral or a Supplier are intended to be illustrative and approximate only and shall not form part of a Contract or constitute a representation, warranty or condition regarding any Products unless specifically agreed by written agreement between the Customer and RingCentral. No employee or agent of RingCentral (or any entity acting on RingCentral's behalf) has any authority to make any representation regarding the Products. Customer acknowledges that it has not been induced to accept these Conditions by any representations or statement, oral or written, not expressly contained herein.

9. Warranty

a. Customer understands that RingCentral is not the Supplier of the Products. Accordingly, all Products are sold subject to the express warranty terms, if any, specified by the original Supplier of the Products. Any software supplied to Customer pursuant to a Contract is supplied subject to the provisions of the Supplier's licensing terms. RingCentral will pass through to Customer all

warranties that RingCentral is expressly authorized by the original Supplier to pass through to Customer.

b. RingCentral represents and warrants that title to all Products shall be free from all security interests, liens, and encumbrances at the time of delivery to Customer. The foregoing shall not be construed, and RingCentral does not provide, any warranty against infringement of a third-party intellectual property right. Any warranties, conditions or other terms implied by common law or statute or otherwise in connection with these Conditions (except to title, in the case of Products) are hereby expressly excluded to the fullest extent permitted by law, save for fraudulent misrepresentation.

10. Warranty Assistance.

a. For all Returned Products (whether pursuant to a Warranty Claim or otherwise) RingCentral will, on the Customer's behalf, initiate an RMA request with Supplier. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange (an "**RMA**").

b. Customer shall immediately notify RingCentral if any Products supplied to Customer prove to be defective in quality or condition within the Supplier's warranty period (the "Claim"). Upon receipt of notification of such Claim, RingCentral shall notify Customer whether, as a matter of Supplier policy, the Claim must be handled directly with the Supplier or indirectly through RingCentral. In the event the Claim must be handled directly between Customer and Supplier, RingCentral shall provide contact information to enable Customer to contact Supplier. In the event the Claim will be handled by RingCentral, then RingCentral shall provide Customer with a return material authorization ("RMA") for Customer to return the Products to RingCentral, and Customer shall return such Products to RingCentral in accordance with these Conditions and RingCentral's then current RMA policy (which shall be made available to Customer upon request).

c. No Products may be returned to RingCentral without a valid RMA number displayed on the Products packaging. Any Products returned without a valid RMA number displayed on the Products packaging will be refused or returned. RingCentral shall not be obligated to ship replacement Products to Customer until RingCentral is in receipt of the original Products being returned. Notwithstanding the foregoing, upon receipt of notification of any warranty claim within the first ninety (90) days after receipt of the Product by Customer, RingCentral shall process such warranty claim per Supplier procedures and ensure the shipment of a replacement Product to Customer. Replacement Product may be new or used. After the first ninety (90) days from receipt of the Product by Customer, and unless otherwise directed by RingCentral, the Customer must contact the Supplier directly for any warranty repair or replacement services.

d. During the first ninety (90) days after Customer's receipt of the Product, RingCentral is responsible for all shipping fees associated with a warranty claim (including, without limitation, both return of the defective Product and shipment of the replacement Product). Customer shall be responsible for any such shipping costs for warranty claims made after such initial ninety (90) day period.

e. Customer agrees that RingCentral's sole liability to Customer regarding any Product defect claims is limited to the administration of such claims with the Supplier, and as set forth herein. After the first ninety (90) days from Customer's receipt of Product, RingCentral's liability to Customer regarding any Product defect claims is limited to and is expressly contingent upon RingCentral's ability to obtain a refund, credit or replacement Products from the Supplier. RingCentral has no obligation to accept a return of Products where the Customer fails to comply with Supplier's policy on Product returns.

f. RingCentral shall not be liable or responsible for administering any defect or other claim which arises from normal wear and tear, misuse, negligence, accident, abuse, use not in accordance

with Supplier's Product documentation, modification or alteration not authorized by Supplier, or use in conjunction with a third party product. RingCentral reserves the right to determine whether any Products are defective.

11. Warranty Returns

a. Any Products returned pursuant to an RMA issued by RingCentral must be shipped to RingCentral within seven (7) working days of the date of such RMA. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange.
b. Customer irrevocably authorizes RingCentral to carry out any necessary tasks related to the repair or replacement of Products on behalf of Customer under these Conditions.
c. Unless RingCentral collects Products using its own carrier, Customer agrees that RingCentral shall not be liable for any loss or damage to Products returned to RingCentral.

12. Limitation of Liability

a. RINGCENTRAL'S LIABILITY FOR ANY DIRECT LOSS OR DAMAGE ARISING OUT THESE CONDITIONS AND ANY CONTRACT FOR THE SALE AND PURCHASE OF PRODUCTS HEREUNDER SHALL BE LIMITED TO AND SHALL UNDER NO CIRCUMSTANCES EXCEED THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS GIVING RISE TO THE CLAIM (EXCLUDING APPLICABLE TAXES). RINGCENTRAL SHALL HAVE NO LIABILITY UNDER THESE CONDITIONS OR ANY CONTRACT IF RINGCENTRAL HAS NOT RECEIVED PAYMENT OF THE TOTAL INVOICE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM.
b. EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS, RINGCENTRAL AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY FINANCIAL, CONSEQUENTIAL OR OTHER LOSS OR DAMAGE CAUSED TO CUSTOMER BY REASON OF ANY REPRESENTATION, WARRANTY (EITHER EXPRESS OR IMPLIED), CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, RECORDS OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, DAMAGE TO REPUTATION OR GOODWILL, OR ANY MATTER BEYOND ITS REASONABLE CONTROL) OR FOR ANY OTHER CLAIMS FOR COMPENSATION HOWEVER CAUSED (WHETHER CAUSED BY THE NEGLIGENCE OF RINGCENTRAL, ITS EMPLOYEES, AGENTS, SUPPLIERS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THESE CONDITIONS OR A CONTRACT HEREUNDER, EVEN IF RINGCENTRAL OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, LIABILITY OR DAMAGES.
c. Nothing contained herein shall be construed as excluding or limiting RingCentral's liability for death or personal injury caused by RingCentral's negligence, or willful misconduct.

13. Intellectual Property Rights

a. Customer acknowledges that the Products are the intellectual property of the Suppliers and, to the extent any logos, copyrights, trademarks, or similar intellectual property of RingCentral or its partners are affixed to Products, RingCentral or its partners, as applicable. Nothing contained herein shall be deemed to grant any right or title to such intellectual property to Customer. Customer further agrees not to translate, reverse compile or disassemble any software. 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 Products.
b. Customer understands and agrees that RingCentral will not and has no duty to indemnify, defend or hold Customer or a third party harmless from or against any claims, losses, liabilities, damages, costs and expenses, judgments or settlement amounts arising out of or in connection with the actual or alleged infringement of a third party's intellectual property rights, except and only to the extent that a Supplier has expressly agreed to offer such indemnification and

defense to Customer on a pass through basis. In addition, RingCentral will pass through to Customer all indemnities made available by Supplier that Supplier has expressly authorized RingCentral to pass through to Customer.

c. 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, or any Supplier, any license of which shall be subject to separate agreement including any then current policies of RingCentral, or its Suppliers, as appropriate.

14. Force Majeure

a. Neither party shall be liable to the other party or be deemed in breach of these Conditions or any Contract by reason of delay or failure to perform if such delay or failure to perform was caused by Force Majeure.

b. In the event of a Force Majeure event: (i) the party claiming Force Majeure shall, as soon as commercially practicable, notify the other party of such Force Majeure event provided the notifying party shall incur no liability for its failure to give such notice; (ii) the notifying party's duty to perform shall be suspended for the duration of the Force Majeure event; and (iii) the time of performance for the party impacted by the Force Majeure event shall be extended by a period equal to the duration of said Force Majeure event.

c. In the event a Force Majeure event should continue for more than ninety (90) days, either party may, by written notice to the other, cancel a Contract insofar as Products remain undelivered under said Contract. Upon such cancellation, RingCental shall have no obligation to deliver and Customer will have no obligation to accept delivery of or pay for the undelivered Products, but the Contract shall remain in full force and effect regarding all Products delivered prior to the date of cancellation.

15. Compliance with Laws; Export

a. Customer acknowledges that the Products and any technical data related thereto is licensed or sold subject to and controlled by the export laws of: (i) the United States ("US") including its Export Administration Regulations; (ii) the European Union ("EU") and countries within the European Free Trade Area ("EFTA"); and (iii) any other government with jurisdiction (collectively the "Export Control Laws") and Customer hereby agrees not to export, re-export or otherwise distribute Products, or direct products thereof, in violation of any Export Control Laws. Customer acknowledges that the US government and/or the member states of the EU and EFTA, or another country's government, may require licensing or other authorization prior to export.

b. Customer warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Customer has obtained prior written approval from the appropriate department of the US Government or any other government with jurisdiction. Customer further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to prohibited companies or individuals, as defined by applicable Export Control Laws.

c. It is Customer's sole and exclusive responsibility to obtain any and all appropriate approvals from the applicable government entities, which may include the US government, the United Kingdom, and/or member states of the EU and EFTA or any other government withjurisdiction, prior to exporting such Products, or any technical data related thereto, from the country where the Products were delivered by RingCentral pursuant to Section 7 Customer will also be responsible to comply with the importation regulations applicable in the country of destination of the Products. RingCentral shall not be responsible for any costs, importation duties, liabilities or damages resulting from Customer's failure to obtain any such required authorization.

Customer understands that the Export Control Laws and importation laws may change from time to time. It is Customer's sole and exclusive responsibility to obtain guidance of counsel or other appropriate channels to ensure its compliance with these laws.

d. Customer and RingCentral warrant they will not take any action or permit or authorize any action which will render the other party liable for a violation of any applicable anti-corruption and anti-bribery laws and: (a) will not violate or cause the other party to violate such laws in connection with the sale and distribution of the Products; and (b) will notify the other party in writing if any of its owners, partners, principals, directors or officers are or become officials, officers or representatives of any government or political party or candidate for political office.
e. Customer shall comply with all applicable laws pertaining to hazardous substances, and electric or electronic waste, which may include, but is not limited to, EU Directives 2002/95/EC (Restriction on Hazardous Substances) and 2002/96/EC dated January 27, 2003 (Waste Electrical and Electronic Equipment) ("WEEE") generally and as instated within each country into which Products are imported, exported or otherwise distributed by Customer, such obligation which shall include registering as a "producer" under applicable WEEE legislation.
f. Customer shall indemnify, defend and hold RingCentral harmless from any violation or alleged violation by Customer of the terms of this Clause. Upon RingCentral's request, Customer agrees to confirm, in writing, its compliance with applicable Export Control Laws and applicable importation regulations.

16. Additional Terms of Sale

a. Notwithstanding anything to the contrary herein, RingCentral and its Suppliers reserve the right to make any changes in the specifications of the Products, without notice to Customer, which are required in order to conform to any statutory or other legal requirements or which do not materially affect the performance of the relevant Products.
b. Any Products which are subject to guidelines, restrictions or provisions imposed by a Supplier are sold, supplied and delivered to Customer subject to any such guidelines, restrictions or provisions, which will be provided to Customer upon request.

17. Choice of Law & Venue

a. These Conditions, and any Purchase Order placed under them shall be governed by the laws and be subject to the exclusive jurisdiction of the courts set forth below.
b. For Purchase Orders submitted to RingCentral UK Limited: These Conditions and any dispute, claim or controversy arising out of, or relating to these Conditions, including formation, interpretation, breach or termination of these Conditions, a Purchase Order or a Contract, will be governed by and intended to be construed under the laws of England and Wales. Any related action, lawsuit, or proceeding shall be brought in and adjudicated by the by the courts of England and Wales.
c. For Purchase Orders submitted to RingCentral Inc, or any other RingCentral's subsidiary or affiliate: These Conditions and any dispute, claim or controversy arising out of, or relating to these Conditions, including formation, interpretation, breach or termination of these Conditions, a Purchase Order, or a Contract, will be governed by New York State laws, excluding Conflict of law principles. The parties agree that Supreme Court of the State of New York, New York County, or the United States District Court for the Southern District of New York, shall have sole and exclusive jurisdiction and venue over any matter arising out of these Conditions and any orders placed under them, and each party hereby submits itself and its property to the venue and jurisdiction of such courts.
d. The UN Convention on Contracts for the International Sale of Goods does not apply.
e. Each party waives any right it may have to claim that the chosen jurisdiction under these Conditions is not a convenient forum and expressly waives any right to a jury trial regarding

disputes related to these Conditions.

18. Miscellaneous.

a. **Assignment.** Customer may not transfer or assign these Conditions to a third party by operation of law or otherwise without the prior written consent of RingCentral. RingCentral may assign any Purchase Order or these Conditions, in whole or in part without the consent of the Customer. RingCentral shall endeavor to provide prompt notice of any assignment to the Customer. Any assignment in violation of this Section shall be void.

b. **Waiver.** Failure by either party to enforce any provision of these Conditions or a Contract shall not be deemed a waiver of the right to thereafter enforce that or any other provision of these Conditions or a Contract.

c. **Severability.** In the event that any provision of these Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Conditions will remain in full force and effect.

d. **Notices.** All notices shall be in writing and shall be sufficiently given if delivered by email to Customer's registered address in its RingCentral Admin Portal, personally or by a reputable overnight carrier with proof of delivery or mailed by registered mail to Customer at the address provided by Customer in Customer's RingCentral Admin Portal, and to RingCentral, Inc. at 20 Davis Drive, Belmont, CA 94002, Attention**:** Legal Department or to such other address or addressee as either party may, from time to time, specify by notice in accordance with this Clause. Notices shall be deemed given upon receipt by the addressee.

e. The Customer has requested these terms be drawn up in English. *Le client a exigé que les présentes Conditions Générales soient rédigées en anglais.*

19. Entire Agreement

These Conditions constitute the entire agreement between the parties as to the subject matter hereof and supersedes and cancels any and all of Customer's terms and conditions, or other written or oral agreements previously existing between the parties and/or their affiliates with respect to such subject matter. Customer acknowledges that it is not entering these Conditions on the basis of any representations not expressly contained herein. Every Contract for the sale and purchase of Products as defined herein between RingCentral and the Customer or any of its subsidiaries shall be subject to these Conditions, unless Customer and RingCentral have signed a separate agreement regarding the subject matter herein, in which case the separate agreement will govern. Customer shall be deemed to have accepted these Conditions by the earlier of: (i) indicating acceptance to these Conditions through the Website, (ii) submitting a Purchase Order through the Website; or (iii) accepting Products from RingCentral.

EXHIBIT B

RingCentral Phone Lease Program and Rental Agreement
SOURCE: MSA_ 2.b.ii https://www.ringcentral.com/legal/lease-rental.html

Last Updated: August 3, 2017

RingCentral's Phone Lease Program and Rental Agreement ("Rental Agreement") is available to those customers who have entered into a written contract for the purchase of RingCentral Office Services (hereafter, the RingCentral Office Plan Purchase Agreement) with a minimum Initial Term of at least twenty-four (24) months and a Renewal Term of at least twelve (12) months. For clarification, the Rental Agreement must be conterminous with the RingCentral Office Plan Purchase Agreement and for an Initial Term of at least twenty-four (24) months, and the customer must enter into the Rental Agreement at the same time as the Start Date of the RingCentral Office Plan Purchase Agreement. This Phone Rental/Lease Program is offered and available to United States Residents only.

This Rental Agreement, when entered into, will form part of the RingCentral Office Plan Purchase Agreement, the terms of which are incorporated herein by reference, including, without limitation, all defined terms.
Any capitalized terms not defined herein will have the same meaning as in the RingCentral Office Plan Purchase Agreement, as applicable.

Rental Services
This Rental Agreement is for the rental of certain telephone hardware (each a "Rental Device") from RingCentral (collectively, the "Rental Services"). RingCentral charges a recurring monthly fee for each Rental Device (collectively, the "Rental Fees"). As a part of your recurring bill from RingCentral, you agree to pay the Rental Fees for all Rental Devices, using the same payment method and payment period as your payments for RingCentral Office Services, as defined in your RingCentral Office Plan Purchase Agreement. RingCentral will pro-rate the Rental Fees for any equipment that is rented, for the initial period from the start of the rental period until the end of then-current billing period for the Office Services, and the start of the rental will begin on the date a Rental Device is recorded as delivered by a designated courier (the "Rental Start Date").

The Rental Services with respect to a Rental Device shall commence on the Rental Start Date and terminate upon the earliest to occur of (a) either Party delivers written notice of termination of this Agreement to the other Party at least thirty (30) days prior to the applicable termination date (with such termination date being at the end of the Office Services billing period in which the end of such 30 day period occurs, (b) the termination of the RingCentral Office Plan Purchase Agreement. Notwithstanding the above, at any time within thirty (30) days after the Rental Start Date, you may terminate the Rental Services with respect to a Rental Device immediately upon written notice from you to RingCentral, without paying any Rental Fees for such Rental Device.

Upon any termination of the Rental Agreement or Rental Services, you agree to return or purchase a Rental Device (including all accessories and materials that were provided with the primary hardware device) consistent with RingCentral's written instructions and in accordance with the Return or Purchase Rights section of this Rental Agreement, and that Rental Device will no longer be considered a Rental Device upon the completion of a return or purchase. If you do not return a Rental Device (subject to RingCentral's inspection and acceptance of the returned Rental Device in its reasonable discretion) within thirty (30) following the termination of the Rental Services for such Rental Device, you will be deemed to

have purchased that device at a purchase price equal to (1) during the first 12 months after you received the Rental Device, 100% of the Rental Device's then-current RingCentral list price shown on RingCentral's web site, or (2) after such 12 month period, 80% of such list price, and you agree to pay the applicable purchase price.

If you wish to upgrade a Rental Device, the replacement of the current Rental Device shall be deemed a termination of the Rental Services with respect to the current Rental Device and be subject to the termination provisions hereof, including the return or purchase provisions for the Rental Device set forth in the Return or Purchase Rights section of this Rental Agreement; provided that the Rental Services for the current Rental Device shall be deemed to terminate, and the Rental Services of the replacement Rental Device shall commence, on the date the replacement Rental Device is recorded as delivered by a designated courier.

The Rental Fees for the Rental Services do not include additional services you may select, taxes, fees, international usage, and other additional services. Sales tax varies by jurisdiction of purchase or rental and may be calculated based on full retail price or RingCentral cost price, as determined by the tax law in the jurisdiction of purchase or rental.

Rental Devices Ownership; Damage and Loss RingCentral is and will remain the owner of each Rental Device unless title is conveyed to you in writing following RingCentral's confirmation to you of its receipt of your payment in full of the purchase price for the Rental Device. You will not grant any third party any right to use, possess, or control any Rental Device, sublease any Rental Device, attempt to dispose of any Rental Device, grant any interest or right in a Rental Device to any third party, or otherwise do anything that undermines RingCentral's ownership of each Rental Device. RingCentral may, without notifying you, assign RingCentral's interest in any Rental Device, and in that event, RingCentral's assignee will have all of RingCentral's rights in the Rental Device under this Agreement, but none of RingCentral's obligations. You agree not to assert against RingCentral's assignee any claims, offsets, or defenses you may have against RingCentral. Upon RingCentral's request, you will execute and deliver to RingCentral any documents or forms for protecting RingCentral's ownership and interest in each Rental Device, including finance statements under the Uniform Commercial Code.

Upon receipt of each Rental Device, you will examine each Rental Device, and unless you notify RingCentral within five business days of your receipt of a Rental Device to any issue with a Rental Device, each Rental Device is deemed to be in good working order at the time of receipt. In the event that any Rental Device delivered to you is stolen, lost, damaged, or transferred to any third party, regardless of the circumstances or cause, you will immediately notify RingCentral in writing and pay RingCentral a purchase price equal to (1) during the first 12 months after you received the Rental Device, 100% of the Rental Device's then-current RingCentral list price shown on RingCentral's web site, or (2) after such 12 month period, 80% of such list price. This obligation does not apply to any damage to a Rental Device that is covered by the manufacturer's warranty.

Rental Device Usage

You will ensure that: (a) each Rental Device will only be used in a careful and proper manner and in accordance with the written instructions provided with it by RingCentral, as may be updated by RingCentral or the manufacturer of the Rental Device from time to time; (b) each Rental Device will be used with due care and will not be defaced, modified, or used or operated in any manner or for any purpose in violation of any federal, state, or local law or regulation; (c) each Rental Device must remain within the United States and may not be exported or re-exported to any country contrary to U.S. export laws; (d) any regulatory or certification markers affixed to a Rental Device may not be removed, defaced, or otherwise obstructed; and (e) each Rental Device will only be repaired subject to

RingCentral's express written authorization and in accordance with RingCentral's instructions and requirements.

Return or Purchase Rights

Returns

When you return a Rental Device, you agree to return a fully functional and non-damaged Rental Device to RingCentral, at your risk and cost, and you agree that, to the extent that you do not do so, you will be obligated to pay RingCentral a thirty-five dollar ($35.00) re-stocking fee. You agree to pay all shipping and handling charges related to any Rental Device and related hardware returns.

All Rental Devices and related hardware must be fully functional, include all components, manuals, peripheral devices, and all other accessories that were originally shipped with the Rental Device. At our discretion, we may decline your return or charge you an additional fee of thirty dollars ($30) for each missing item or for each item that we determine is damaged or not in good working condition.

Before returning any Rental Device or hardware that has data in its memory, please transfer all files you wish to retain to another file source. Once the hardware is returned, your files cannot be recovered and you release us of any liability for any lost, damaged, or destroyed files, data, or other information.

Purchases

You may purchase a Rental Device at any time following 12 months from the date you received the Rental Device. You agree to purchase the Rental Device for 80% of the Rental Device's then-current RingCentral list price shown on RingCentral's web.

Other Remedies

If you are obligated to return or purchase a Rental Device subject to this Return or Purchase Rights section of this Rental Agreement, and you have not returned a Rental Device or you have defaulted in any obligation to pay the purchase price due for a Rental Device to be purchased, RingCentral may, in addition to those remedies available at law, in equity, or as otherwise set forth in this Agreement, take possession of any or all Rental Devices without demand, notice, or legal process, wherever each Rental Device may be located, and you hereby waive any and all damages occasioned by that taking of possession.

Warranty Disclaimer

EACH RENTAL DEVICE AND ANY TELEPHONE HARDWARE PURCHASED IN CONNECTION WITH THIS RENTAL AGREEMENT IS PROVIDED "AS IS" AND "AS AVAILABLE" AND RINGCENTRAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SIMILAR WARRANTY, WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF OR ANY COUNTRY. RINGCENTRAL MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY RENTAL DEVICE WILL BE DELIVERED TO YOU BY A PARTICULAR DATE OR IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS (INCLUDING PATENT AND TRADE SECRET RIGHTS). THE ENTIRE RISK ASSOCIATED WITH THE USE OF ANY RENTAL DEVICE SHALL BE BORNE SOLELY BY YOU.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

General Terms

You authorize us to collect any payment owed by you hereunder from your payment method, as provided in your RingCentral® Office Plan Purchase Agreement. This Rental Agreement, which is subject to and incorporates by reference the RingCentral® Office Plan Purchase Agreement constitutes the complete, final, and exclusive embodiment of the entire agreement between you and the Company regarding the Rental Services. In signing the Agreement, the undersigned represents to RingCentral that the undersigned has full power and authority to perform all of its obligations hereunder. This Rental Agreement is the binding obligation of the undersigned, enforceable against the undersigned in accordance with its terms.

RingCentral may, in its discretion, update or change the terms and conditions of this Rental Agreement, and the version of this Rental Agreement applicable to each Rental Device, is the version of this Rental Agreement then in effect at the start of the rental for that Rental Device, including the start of the rental for an upgrade Rental Device. This Phone Rental/Lease Program is offered and available to United States residents only. Customer must agree to a Service Commitment Period for RingCentral Office Services with an Initial Term of at least 24 months to be eligible to participate in the Phone Rental/Lease Program.

EXHIBIT C

RINGCENTRAL'S TECHNICAL SUFFICIENCY CRITERIA

SOURCE: MSA_ 5.A https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html

Last Updated: March 15, 2018

Use of RingCentral products and services (collectively, **"Services"**) is dependent on meeting these Technical Sufficiency Criteria. These Technical Sufficiency Criteria are incorporated into and made a part of the applicable Service Agreement.

The Services require a properly-configured, high performance, enterprise-grade broadband IP network and connection. Use of the Services with any network, services, or connection not compatible with the Services may result in partial or complete unavailability, interruption, or underperformance of the Services or other services utilizing the same network, services, or connection. Likewise, 2G, 3G, or LTE networks are not recommended for use with the Services. Customer will provide and maintain, at its own cost, an IP network, services, and connection meeting the foregoing standard and all equipment necessary for the Services to connect to and use such network, services, and connection.

To minimize unauthorized use, Customer should (a) disable international calling for all Digital Lines, extensions or Accounts for which such calling activity is not needed or not authorized; (b) restrict international calling destinations to those that are needed and authorized; (c) block inbound calls from any caller and area codes from which Customer does not wish to receive calls and block inbound calls with no caller identification if appropriate; (d) disable attachment of facsimile image and voicemail audio files to message notification emails associated with Customer's Account(s) and/or individual Digital Lines or extensions for which such functionality is not required and to the extent that such files may include sensitive or confidential content.

EXHIBIT D

RINGCENTRAL ACCEPTABLE USE POLICY

SOURCE: MSA_ 5.B.i https://www.ringcentral.com/legal/acceptable-use-policy.html

Last updated: May 22, 2018

Any and all use of RingCentral Services is subject to and conditioned upon compliance with the following Acceptable Use Policy ("AUP"). If you have an Agreement with RingCentral, this AUP is incorporated into and made a part of your Agreement with RingCentral.

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

- **Illegal activity.** Violate any applicable law, including U.S. federal, state, or local laws or regulations, or any applicable law or regulation of any foreign jurisdiction.
- **Infringing activity.** Infringe, misappropriate, or otherwise violate RingCentral's or anyone's rights (including intellectual property, privacy, personality, publicity, or otherwise; or display or use RingCentral's marks without consent or in violation of RingCentral policies.
- **Auto-dialing; trunking; traffic pumping.** Perform auto-dialing or "predictive dialing" in an abusive manner; trunk or forward your RingCentral phone or fax number to other numbers that handlemultiple simultaneous calls or to a private branch exchange (PBX) or a key system; traffic pumping or access stimulation of calls through the Services or the RingCentral Network.
- **Minors.** Exploit or harm minors (e.g., expose them to inappropriate content; ask for personally identifiable information without parental consent).
- **Interference; transmit viruses.** Interfere, inhibit, compromise, or otherwise harm the Services or the RingCentral Network (regardless of intent or knowledge); transmit any material that contains viruses, time or logic bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.
- **Objectionable activity.** Act in an indecent, offensive, threatening, harassing, defamatory, libelous, fraudulent, malicious, disruptive, tortious, or other objectionable manner; or create a false caller ID identity (i.e., ID spoofing), forge addresses or headers, or otherwise mislead others about a sender's identity or origin.
- **Driving; safety.** Use while driving or otherwise in an unsafemanner.
- **Harvest information; spam; bulk messages.** Harvest or collect information about third parties or End Users without consent; send bulk communications or other content without the recipient's consent.
- **Excessive or unauthorized use.** Use any device, system, network, account, plan, or the Services in an unauthorized manner or in excess of reasonable business use.
- **Circumvent compliance or security.** Take advantage of, bypass, exploit, defeat, disable, or otherwise circumvent limitations of the Services, security mechanisms, or compliance with this AUP or any law.

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

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

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

The list above is not exhaustive or exclusive. For purposes of this AUP, "End User" means an individual user of the Services, and may be a natural person, and may include but is not limited to a Customer's employees, consultants, clients, external users, invitees, contractors and agents. Except as otherwise provided, terms defined in the Agreement have the same meanings when used in this AUP. The Services must be used only in accordance with and subject to RingCentral's Emergency Services Policy and Privacy Notice.

RingCentral may act immediately and without notice to suspend or terminate the Services if, in RingCentral's sole discretion, Customer's or its End Users' use of the Services violates the terms of this Acceptable Use Policy.

Customer may cancel any services purchased under this Agreement with written notice to RingCentral within thirty (30) days of the date in which the purchase becomes effective. Except as otherwise provided in the Agreement between the Parties, in the event of a timely cancelation, Customer shall not owe any fees or charges for the services being canceled in respect of any period subsequent to the date of such written notice (except those arising from continued Usage), and shall be entitled to a pro-rata refund of any prepaid and unused fees for the services subject to the cancelation. All purchases are final after 30 days.

EXHIBIT E

RINGCENTRAL EMERGENCY SERVICES POLICY

SOURCE: MSA_ 5.B.ii https://www.ringcentral.com/legal/emergency-services.html

Operation and Limitations of the RingCentral 911 Service

Date of Last Revision: March 15, 2018

This policy forms part of, and is governed by the Customer Agreement and/or the RingCentral Terms of Service, as applicable. Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement or the Terms of Service.

RingCentral provides access to emergency calling services, allowing most RingCentral users to access either basic 911 or Enhanced 911 (E911) service. RingCentral Office users with a Digital Line, using IP Desk Phones or Softphones, can dial 911 directly from their IP Desk Phones or Softphone. **VIRTUAL EXTENSIONS AND MOBILE USERS WITHOUT A DIGITAL LINE CANNOT COMPLETE 911 CALLS.**

Emergency calling services work differently than you may have experienced using traditional wireline or wireless telephones. Your access may differ depending on your location or the device you are using.

1. Registering Your Location

You must register the address of the physical location where you will use each Digital Line with RingCentral immediately upon activation of your End Point. This is your Registered Address. You or your Account Administrator must accurately register each individual line through your Digital Line Settings or the Administrative Portal. You must use RingCentral voice services only at the Registered Address provided for the applicable Digital Line. **If you move a registered device, you must immediately update the Registered Address with the new physical location of the device with RingCentral through the Administrative Portal or in your account settings. If you do not update the Registered Address, any 911 calls made from the device may be sent to the wrong emergency response center and will not transmit your current location information to emergency responders, delaying emergency assistance to you.** It may take up to several hours for the address update to take effect. Customers with more than one Digital Line are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each Digital Line, and that their End Users are aware of how the Registered Address can be changed.

2. Service limitations

RingCentral 911 service will not function (i) in the event of an Internet or power outage; (ii) if your broadband, ISP, or RingCentral Service is terminated; and (iii), with respect to only the RingCentral Mobile Application, if you do not have mobile service, as the RingCentral Mobile Application cannot send emergency calls over Wi-Fi access. It is possible that network congestion may delay or prevent completion of any 911 call. You will not be able to complete a 911 call if you move to a physical location outside the country in which your Digital Line is provided, or if you are dialing from a RingCentral number that is not a Canadian or United States number.
Users uncomfortable with any of these limitations should use an alternate means of reaching 911.

3. How it Works

When you dial 911 using voice services from RingCentral, the RingCentral phone number and the Registered Address you have provided is sent to the local emergency center serving your location. In some areas, emergency operators have access to this information; however, in areas where only basic 911 service is available, the emergency operator answering the call may not be able to see your RingCentral telephone number or your Registered Address. You should always be prepared to provide the emergency operator with your RingCentral telephone number and Registered Address in case the call is dropped or disconnected. If you are unable to speak, the emergency operator may not be able to send help to your location and/or call you back should the call be disconnected. RingCentral does not control whether or not the emergency operator receives your telephone number and Registered Address.

In some cases, 911 calls dialed from your RingCentral Office device cannot be directed to the local emergency response center, and are instead directed to a National Emergency Call Center (the **"NECC"**). That might happen if there is a problem validating a Registered Address, if the Registered Address is an international location, or if the Registered Address is in an area that is not covered by the landline 911 network. 911 calls that are directed to the NECC may not include your RingCentral telephone number or your registered address. Trained operators at the NECC will request your name, location, and telephone number and attempt to reach emergency responders in your local area. Until you give the operator your phone number, and location, he/she may not be able to call you back or dispatch help to your location if the call is dropped or disconnected.

4. Mobile Applications

Calls to 911 placed through the RingCentral Mobile Application on a smartphone are automatically routed to the native dialer on the smartphone, and the call will be handled by your wireless service provider if wireless service is available. If your wireless service is unavailable, the 911 call cannot be placed. The RingCentral Mobile Application cannot place emergency calls over Wi-Fi access. Emergency dialing is not available through the RingCentral Mobile Application on tablets or other mobile devices without a native phone dialer and a wireless service plan.

In some areas, emergency operators are able to receive text messages sent to 911. Texts to 911 by RingCentral users relying on the RingCentral Mobile Application are automatically directed to the native dialer on the mobile phone, allowing you to send the text through your wireless service provider, if available. If wireless service is unavailable, the text cannot be sent. Text-to-911 is not available on tablets or other mobile devices without a native phone dialer and a wireless service subscription.

5. Notification of Employees, Guests, or Other Users

Customers must notify any employees, contractors, guests, or persons who may place calls using the Services or may be present at the physical location where the Services may be used, of the limitations of RingCentral 911 Service from your RingCentral IP phone, other equipment, or the RingCentral Softphone. Customer must affix a RingCentral-provided sticker warning that 911 services may be limited or unavailable in a readily visible place on each piece of equipment that might be used to access or use the Services, as required by 47 C.F.R. § 9.5.

6. Disclaimer of Liability for Emergency Call Response

Your use, and use by your employees, guests and other third parties, of RingCentral's 911 Services are subject to the limitations described herein. The availability of certain features, such as transmission of a Registered Address or your RingCentral telephone number, depends on whether local emergency response centers support those features, and other factors outside of RingCentral's control. RingCentral

relies on qualified third parties to assist us in routing 911 calls and text messages to local emergency response centers and to the NECC. RingCentral does not have control over local emergency response centers, the NECC, emergency responders, or other third parties. RingCentral disclaims all responsibility for the conduct of local emergency response centers, the NECC, third parties engaged by Customer to facilitate address updates, and all other third parties involved in the provision of emergency response services. To the extent permitted by applicable Law, you hereby release, discharge, and hold harmless RingCentral from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or 911 call.

Customer indemnifies and holds harmless RingCentral, and any third-party provider(s) from any and all third-party claims, losses, damages, fines, or penalties arising out of: (i) Customer or its End User's provision to RingCentral of incorrect information, including physical addresses, or failure to update a Registered Address; (ii) Customer's failure to properly notify any person who may place calls using the Services of the 911 limitations; or (iii) the absence, failure, or outage of emergency service dialing using the Services for any reason; and (iv) the inability of any End User to be able to dial 911 or access emergency service personnel for any reason.

EXHIBIT F

RINGCENTRAL NUMBERING POLICY

SOURCE: MSA_ 5.B.iii https://www.ringcentral.com/legal/policies/numbering-policy.html

Last Updated: March 15, 2018

Use of voice and/or facsimile services provided by RingCentral is subject to this Numbering Policy. This Numbering Policy incorporated into and made a part of the Agreement.

Customer may obtain new numbers from RingCentral for use with the Services, or may port existing numbers, subject to the terms below.

I. Number Availability

RingCentral makes available phone numbers for use with voice and facsimile services, which Customer may select for assignment to the Customer's Account. RingCentral's listing of a number as available may be erroneous and does not constitute a representation or guarantee that such number is actually available for such assignment. In the event a chosen number is not actually available, RingCentral may remove such number from an Account.

II. Number Porting

A. Number Port-In Request Procedures.

Customer must keep the its existing service active in order to port a phone number to RingCentral.

In order to request the porting of a telephone or facsimile number into an Account, the Account Administrator for the Account into which you wish the telephone or facsimile number to be ported must log in to the Admin Portal for such Account and complete all steps and provide all information requested as part of the number port-in request process (which may include without limitation providing an executed Letter of Agency) or as otherwise requested by RingCentral.

In order to port more than 100 phone numbers from the same third party service provider account into the RingCentral Account, you must contact RingCentral's Project Porting Department at project.porting@ringcentral.com and comply with their instructions.

B. The Number Porting Process.

In order to request the porting out to another services provider of a telephone or facsimile number currently assigned to an Account, you must follow the instructions specified by that services provider and must provide all information and cooperation requested by the relevant other services providers, RingCentral, or any other relevant third party. The porting of phone numbers into or out of an Account requires Customer's provision of specific and detailed information to RingCentral and/or other service providers, and procedures imposed by other service providers or RingCentral in order to comply with law and industry standards. Therefore, the completion of any number port request may depend on factors outside of RingCentral's control, including delays caused by Customer and/or other service providers.

C. Unauthorized Port Outs
RingCentral is required by law to comply with any valid porting request. Phone numbers may be ported out from an Account due to acts or omissions of third parties, and it may be difficult or impossible for RingCentral to: (i) prevent such port-outs: (ii) retrieve numbers ported out of an Account; or (iii) port such numbers back into an Account. RingCentral has no responsibility or liability due to such port-outs.

D. Accurate Porting Information
Customer represents and warrants that all information provided in connection with any request to port in or port out numbers to or from the RingCentral Services (including without limitation any information or representations in any Letter of Agency) by Customer or any party acting on its behalf or direction will be true, accurate, and up-to-date.

E. Customer Compliance with Porting Laws
The porting of numbers is subject to telecommunications and other Laws and may be subject to third-party terms and conditions. Customer, and/or any party acting on Customer's behalf, shall not: (i) violate any applicable Law or engage in any fraudulent or deceptive conduct in its porting-related requests or activities; (ii) engage in or facilitate "slamming" or the porting out of any telephone or facsimile number or change or attempt to change any party's telephony service provider without first obtaining the proper, requisite consents and authorizations; or (iii) violate contractual or other obligations to service providers or other
third parties.

F. Release of Numbers
In the event of Account termination or cancellation, all telephone numbers associated with the Account which have not previously been ported to another provider may be released. The cancellation of individual Digital Lines may result in the release of the associated numbers if those numbers have not previously been ported to another provider. Customer is solely responsible for working with its new third-party provider to port out any numbers prior to termination or cancellation of Customer's Account or Services, or any individual line.

III. Number Publication by Customer

All new number assignments are provisional until verified by RingCentral and confirmed by Customer. Customer shall not publicize, list, or communicate any number that assigned to the Account, or purchase or invest in any materials or media reflecting any such number unless and until Customer has confirmed that such number(s) is(are) active and functioning as desired. Acceptable methods of confirmation include test calling such number(s) from a non-RingCentral service plan and verifying that the fees and charges that will be incurred in connection with use of such number(s) are acceptable to Customer.

EXHIBIT G

RINGCENTRAL PRIVACY NOTICE

SOURCE: MSA_ 9.A https://www.ringcentral.com/legal/privacy-notice.html

Last Updated: November 30, 2018

RingCentral, Inc. and its worldwide subsidiaries are committed to protecting your privacy. This Privacy Notice (**"Notice"**), (collectively **"RingCentral"**, **"us"**, **"we"**, **"our"**) explains our privacy practices and provides information on how and why we collect, use and share your personal data through our interaction with you and through our products and services and. when you visit our international websites, available at www.ringcentral.com, www.ringcentral.ca, www.ringcentral.co.uk, www.ringcentral.sg, www.ringcentral.fr, www.ringcentral.ie, www.ringcentral.nl, www.ringcentral.com.au, and its sub-domains (**"Website"**), our desktop, IP desk phone, and mobile applications (**"Apps"**) or use our unified cloud communications and collaboration platform (**"Services"**). The policy also describes your choices regarding use, access, deletion and correction of your personal information.
RingCentral's Privacy Notice applies to Customers (including Customer's End Users) and Users (all other individuals who use the RingCentral products or website) provide directly to us when they use our Website, Apps, or Services. If you have any questions or concerns about our use of your personal information, please contact us using the contact details provided at the bottom of this Notice.

QUICK LINKS

We recommend that you read this Notice in full to ensure you are fully informed. However, if you only want to access a particular section of this Notice, then you can click on the relevant link below to jump to that section.

- Information we collect
- Information we use
- Sharing and disclosure of information to third parties
- Your privacy rights
- Third-party sites
- Blogs and forums
- Security
- Data retention
- International data transfers
- Children`s privacy
- Updates to this Notice
- Contact Us

INFORMATION WE COLLECT

The personal information that we may collect about you broadly falls into the following categories:

Information which you provide to us

Certain parts of our Website and Services may ask you to provide certain personal information. The personal information that you are asked to provide, and the reasons you are asked to provide it, will be made clear to you at the point we ask you to provide your personal information.

We collect information which you provide directly to us when you use our Website, Apps or Services. The

types of personal information we may collect directly from you include email addresses, postal addresses, phone numbers, employee names, usernames, information about the type of service required, marketing preferences, job titles, credit card payment information, transactional information (including Services purchased), as well as any communications, inquiries, contact or other information you choose to provide during your use of the Services.

When you provide this personal information, we will only use this information for the specific reason for which it is provided. If you believe that one of your contacts has provided us with your personal information and you would like to request that it be removed from our database, please contact us at privacy@ringcentral.com.

Information we collect automatically when you visit our Website or Apps or use our Services
When you visit our Website, or use our Apps or Services, we may collect certain information automatically from your device. In some countries, including in the European Economic Area, this information may be considered personal data under applicable data protection laws:

Usage information – We keep track of your activity in relation to the Website, Apps or Services, the configuration of their computers, and performance metrics related to their use of the Website, Apps or Services. For example, when you use our Services, we may collect:

- 1. Traffic data about the communications that take place through our platform (such as calls, team chat, video conferencing, SMS,) to enable us to transmit those communications effectively and efficiently;
- 2. Network Monitoring data to enable us to maintain the security and agility of our internal networks;
- 3. Log data about you when they use the Services, Website or Apps including Internet Protocol (**"IP"**) address, Internet Service Provider **("ISP"**), browser type, referring/exit pages, the files viewed on our site (e.g., HTML pages, graphics, etc.), operating system, date/time stamp, and/or clickstream data to analyze trends in the aggregate and administer the site;
- 4. Device data about any device including mobile phone number and other information related to mobile devices like operating system and model if you use our Services via our Apps. For other devices information collected by cookies and other similar technologies. We use various technologies to collect information which may include saving cookies to your computers;
- 5. Call Detail Records of data record produced by a telephone call or other telecommunications transactions. The record contains various attributes of the call, such as time, duration, completion status, source number and destination number;
- 6. Meta data, which is data created about other data which can include size, formatting, other characteristics of a data item;
- 7. Emails/Communications with us; and
- 8. Billing data, which includes any payment data.

Cookies and other similar technologies – We use various technologies to collect information which may include cookies when you visit our Website or use our Apps or Services. Please see the RingCentral Cookies Notice for further information.

Information we collect from third parties
We may collect the names, e-mail addresses, postal addresses and city of residence of individuals from third parties to market our products / services to these individuals. This collection of information and marketing is always carried out in compliance with applicable law. We only receive this information where we have checked that these third parties either have your consent or these third parties are otherwise legally permitted or required to disclose your personal information to us.

We may receive personal information about you from other sources, including publicly available databases or third parties from whom we have purchased data, and combine this data with information we already have about you, in accordance with applicable laws. This helps us to update, expand and analyze our records, identify new customers, and provide products and services that may be of interest to you.

We may collect personal information about you from other applications you may use if you choose to integrate RingCentral Apps or Services with other Apps or Services.

INFORMATION WE USE
We may use the information we collect from you for a range of purposes, including to:

- Administer, operate, protect and maintain the Website, Apps or Services;
- Process and complete transactions, and send related information, including transaction confirmations and invoices;
- Manage and improve your use of the Website, Apps or Services;
- Prepare and provide you testimonials regarding the Website, Apps and / or Services;
- To help deliver our Website, Apps, or Services to Customers for service and support;
- Investigate and prevent fraudulent activities, unauthorized access to the Website, Apps or Services, and other illegal activities; and
- For any other purposes about which we notify and receive your consent from you;
- To help personalize your experience and retarget you for advertising purposes;
- Respond to inquiries and requests and to provide you with information and access to resources that you have requested;
- Aggregate and analyze your and use of the Website, Apps or Services for trend monitoring, marketing advertising purposes; and
- Send you technical alerts, updates, security notifications, and administrative communications.

We and our third-party marketing service providers may also use the information Customers send to us for our marketing purposes, if this is in accordance with your marketing preferences and applicable law. However, you may opt out of our marketing. For further information, see the *"Unsubscribe from our mailing List"* section below.

Legal basis for processing personal information (EEA only)
If you are from the European Economic Area (EEA), our legal basis for collecting and using the personal information described above will depend on the personal information concerned and the specific context in which we collect it.

However, we will normally collect personal information from you only where we have your consent to do so, where we need the personal information to perform a contract with you, or where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms. In some cases, we may also have a legal obligation to collect the personal information in question.

If we ask you to provide personal information to comply with a legal requirement or enter into a contract with you, we will make this clear at the relevant time and advise you whether the provision of your personal information is mandatory or not (as well as of the possible consequences if you do not provide your personal information).

Similarly, if we collect and use your personal information in reliance on our or a third party's legitimate interests and those interests are not already listed above (see "Information We Use" section), we will make clear to you at the relevant time what those legitimate interests are.

If you have questions about or need further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided under the "Contact Us" section below.

SHARING AND DISCLOSURE OF INFORMATION TO THIRD PARTIES

We will not rent or sell personal information about you. We may share and disclose your information that we collect with the following third parties:

- RingCentral or any of its worldwide affiliates consistent with this Notice for data processing;
- Business partners, contractors, vendors, and authorized third party agents, to:
    - Operate, deliver, improve and customize our Services
    - Provide support and technical services;
    - Send marketing and other operational communications related to our Services;
    - Enforce our acceptable use policy;
    - Law enforcement agencies, regulatory or governmental bodies, or other third parties in order to respond to legal process, comply with any legal obligation; protect or defend our rights, interests or property or that of third parties; preventor investigate wrongdoing in connection with the Website, Apps or our Services;
    - Any third parties in connection with prospective or actual, sale, merger, acquisition, financing or reorganization of our business.
- A list of our current group companies is available here https://www.ringcentral.com/whyringcentral/contactus.html

YOUR PRIVACY RIGHTS

Update and access to your information

Where we process personal information collected via our Website or Apps or via our Services for our own account management, billing or marketing purposes and where required by applicable law, we provide individuals with the opportunity to access, review, modify, and delete any such personal information that we process.

Your Privacy Rights as an EEA Person

In addition, if you are from the EEA, you may have broader rights to access and delete your personal information, to object to or restrict processing of your personal information, or request portability of your personal information.

To make such requests, you can send an email to privacy@ringcentral.com or write to us at the mailing address in the "Contact Us" section below. We will consider and handle all requests in accordance with applicable laws.

If we have collected and processed your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.

You also have the right to complain to your local data protection authority at any time. In general, when processing personal information to provide our Services, we do so only on behalf of our EEA Customers and in accordance with their instructions. This means that if you wish to access, review, modify or delete any personal information we process on behalf of a RingCentral Customer, under applicable EEA law or otherwise, you should contact that Customer with your request. We will then help them to fulfill that request in accordance with their instructions.

Your Privacy Rights as a California Resident

If you are a California resident and receive RingCentral Services or visit our Website or Apps solely as a private individual—in other words, not as the member or representative of a company or other organization—you may have the right to receive a free, yearly accounting of:

- (1) information identifying each third-party company to whom we may have disclosed, within the past year, personal information pertaining to you for our direct marketing purposes; and
- (2) a description of the categories of personal information disclosed.

If you are a California resident who qualifies to receive such an accounting and would like to make one, please email privacy@ringcentral.com

Unsubscribe from our mailing list

You may at any time ask us to remove you from our mailing list by sending us an email at unsubscribe@ringcentral.com, or by visiting https://go.ringcentral.com/unsubscribepage.html, or by clicking "Unsubscribe" in any e-mail communications or push notification we send you. We will remove you from our mailing list in accordance with applicable laws.

To request that your phone number be removed from future sales calls, please email unsubscribe@ringcentral.com.

THIRD-PARTY SITES

This Notice does not apply to, nor are we responsible for, the privacy, information or other practices of any third parties, including any third party operating any site or service to which the Website links including but not limited to social media sites. The inclusion of a link on the Website does not imply our endorsement of the linked site or service. You should check the privacy notices of those sites before providing your personal information to them.

BLOGS AND FORUMS

Our Website offers publicly accessible blogs or community forums. You should be aware that any information you provide in these areas is public and may be read, collected, and used by others who access them and may remain on the public forum indefinitely. To request removal of your personal information from our blog or community forum, contact us at privacy@ringcentral.com. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why. We encourage all Users to exercise caution when providing personal information in blogs and community forums.

SECURITY

Keeping your information secure is important to us. We maintain a variety of appropriate technical and organizational safeguards to protect your personal information both during transmission and once it is received. RingCentral has no control over or responsibility for the security or privacy policies or practices of other sites on the Internet you might visit, interact with, or from which you might buy products or Services, even if you visit them using links from our Website.

Please note that no website, mobile app or service is completely secure and so, while we endeavor to protect our Customers' information using the measures described above, we cannot guarantee that unauthorized access, hacking, data loss or a data breach will not occur.

DATA RETENTION
We will retain your personal information for no longer than is necessary to fulfill the purposes for which the information was originally collected unless a longer retention period is required or permitted by law, for legal, tax or regulatory reasons, or other legitimate and lawful business purposes.

Where we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it.

INTERNATIONAL DATA TRANSFERS
Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. Specifically, information collected outside the United States, including in the European Economic Area (**"EEA"**), may be transferred to and stored on our servers in the United States, Switzerland, and Netherlands, and potentially in other countries where our group companies and third-party service providers and partners operate. These countries may have data protection laws that are different to the laws in your country (and in some cases, may not be as protective).

However, we have taken appropriate safeguards to ensure that your personal information will remain protected in accordance with this Notice and applicable laws. For example, in respect of personal information originating from the EU and Switzerland, RingCentral has self-certified to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks. Please click here to view our Privacy Shield Notice.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at https://feedback-form.truste.com/watchdog/request.

Under certain conditions, more fully described on the Privacy Shield website, you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

CHILDREN'S PRIVACY
RingCentral does not provide products or services that are designed for use by children under the age of 16, or knowingly collect personal information from or about children under the age of 16. If you believe that a child under the age of 16 has disclosed personal information to RingCentral, please contact privacy@ringcentral.com.

UPDATES TO THIS NOTICE
We may update this Notice from time to time in response to changing legal, technical, or business developments. If we change our Notice, we will post those changes on this page in addition to updating the "Last Updated" date at the top of this webpage. If we make changes, we will notify you more directly, for example by posting a notification or message on the Website or by emailing you prior to such changes taking effect. We encourage you to review this Notice regularly to stay informed of the latest modifications.

CONTACT US
If you have any questions, comments or concerns about this Notice, please e-mail us

at privacy@ringcentral.com. Or, you can write to us at:

RingCentral, Inc.
Attn: Legal Team
20 Davis Drive,
Belmont, California