



**Alabama Community College System
and Higher Education
Joint Purchasing Agreement Request for Bid**

2021 BUSINESS PROPOSAL

RingCentral, Inc.
20 Davis Drive, Belmont, CA 94002 - USA

Contact:
Tommy Grappin
Higher Education Enterprise Account Executive
tommy.grappin@ringcentral.com
(980) 880-4949



20 Davis Drive - Belmont, CA 94002
Ringcentral.com

Letter of Transmittal:

A. Submitting Organization: RingCentral

B. Authorized to contractually obligate the organization:

Marc Lambert - Area Vice President

C. Authorized to negotiate:

Tommy Grappin- Education Account Executive

D. Contacts for possible clarification:

- a. Tommy Grappin: Account Executive, 980-880-4949
tommy.grappin@ringcentral.com
- b. Marc Lambert: Area Vice President, 917-946-2930
marc.lambert@ringcentral.com

E. RingCentral Accepts the conditions governing the procurement

F. Authorized Signature:

- a. Marc Lambert, Area Vice President

G. RingCentral acknowledges receipt of all amendments of this RFE

Marc Lambert

President

6.5 Appendix E - Evaluation Submission Form

The purpose of this form is to provide a single summary document per submitting vendor that references required materials. This document is intended to assist the Evaluation Committee easily find specific items of information during the evaluation process and to assist participating agency personnel in locating specific vendor information after the award of the bid.

Vendor Contact Information

This will be published for participating agencies to streamline the vendor contact process. Vendors may not have all of these departments/positions/titles. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to jpa-notification@accs.edu

Vendor Name: RingCentral, Inc.

Date: February 14, 2022

Website Address: www.ringcentral.com

	Name(s)	Phone Number(s)	E-Mail Address(s)
Primary Contract Executive(s)	Tommy Grappin	980-880-4949	tommy.grappin@ringcentral.com
Senior Account/Sales Manager(s) (by region if necessary)	Marc Lambert	917-946-2930	marc.lambert@ringcentral.com
Account/Sales Manager(s) (by region if necessary)	Tommy Grappin	980-880-4949	tommy.grappin@ringcentral.com
Technical Support	Michael Cox	650-276-0834	michael.cox@ringcentral.com

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Please complete the following form to assist the Evaluation Committee in finding specific information as related to your bid response.

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Executive Summary

RingCentral is excited about the opportunity to work with Alabama Community College System & Higher Ed and provide a truly differentiated Unified Communications solution to your educational institutions. We see a tremendous opportunity to deliver a world class, cloud-based business communications solution to meet the evolving needs of your attendees across the state of Alabama. RingCentral's extensive cloud experience will deliver a great modernization opportunity for the employees and enrollees with meaningful qualitative and measurable quantitative benefits to your operations and economics.

As one of Alabama's leading providers of education, we are aware of just how critical it is for your business to have reliable mediums for your employees, students, and families to communicate with one another in the most accessible manner.

As a comprehensive communication provider, our proposed solution for ACCS is also equally comprehensive. We are uniquely positioned in the market to be able to offer a best-in-class Unified Communications as a Service (UCaaS) platform.

More flexible and cost-effective than legacy on-premises systems, the RingCentral platform empowers businesses across the globe to Work as One™ from any location, on any device, and via any mode to help better serve customers—improving business efficiency and customer satisfaction.

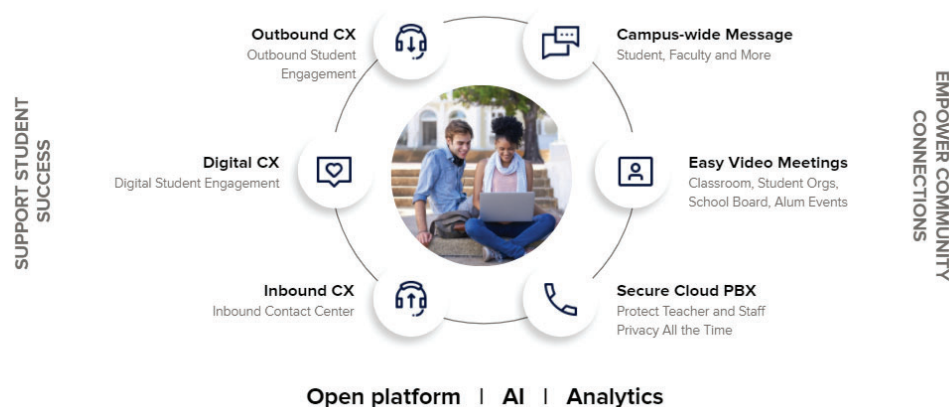
Our Offering

For ACCS and participating institutions, our proposed solution includes RingCentral MVP, which is delivered and fully supported with industry-leading service level agreements or SLAs.

Below is a snapshot of our complete offering:

THE FUTURE OF STUDENT ENGAGEMENT

Connecting School Communities



RingCentral is an all-inclusive, award-winning global provider of cloud unified communications and collaboration solutions—and is able to provide ACCS a complete cloud offering which supports voice, video, team messaging and collaboration, SMS, fax, conferencing, and online meetings.

With RingCentral MVP as your unified communications and collaboration solution ACCS will be able to enjoy:

- Streamlined communications through a rich set of capabilities.
- An open platform that integrates with today's leading business applications, giving you the flexibility to customize your own workflows.
- Streamlined management across locations.
- Simplified provisioning, activation, and management of global solutions.
- Unparalleled ease of use.
- Ultimate mobility and access.

Our solution allows management to be simplified significantly, as there is no required hardware for the system. RingCentral's UCaaS solution provides users with software clients for desktop and laptop computers, as well as for mobile smartphones and tablets, to work in conjunction with fixed telephones. Across clients and devices, users get to enjoy our full suite of enterprise communications and collaboration features and capabilities. No client lacks any feature or function.

Our award-winning solution will be able to replace your existing system with relative simplicity.

We tend to replace such solutions that customers might be using already, which means that we could provide you a one-stop solution, in addition to streamlined processes, greater business and process efficiencies, as well as significant cost savings.

Our Approach

Our differentiated service offering provides several additional key benefits that are unique to RingCentral:

- **Uptime and SLAs**—RingCentral offers financially-backed 99.999% service uptime.
- **Scalability**—RingCentral's multi-tenant network is designed with 2x capacity built in, allowing our customers to double in size overnight if need be with no issue.
- **Data Centers**—RingCentral houses its core technology infrastructure and global network in multiple geographically diverse, state-of-the-art, Tier-4 data centers, which minimizes the risk of loss and regional service interruption due to natural disasters and other catastrophic situations. RingCentral's major data centers are located at the East and West Coasts of North America. Additionally, RingCentral has multiple point-of-presence (POP) data centers located throughout North America. This geo-redundant, active-active architecture ensures high availability even when faced with major regional disasters, natural or otherwise.

Within each major data center, RingCentral provides high availability, redundant architecture. Access to the Internet is ensured through the purchases of multiple Internet transits at each data center. All of RingCentral's service components are designed with high availability, fault tolerance, and fault impact segregation in mind. Customer data—including service configurations, messages, etc.—is fully replicated across RingCentral's data centers in real-time. Public switched telephone network (PSTN) access is ensured through the purchase of connectivity from multiple Tier-1 global telecommunications providers at each data center.

- **Connectivity and Bandwidth**—Our customers may connect to RingCentral via over the top (OTT), through public Internet, or by private connection via Multiprotocol Label Switching (MPLS), whichever is preferred. RingCentral works perfectly well OTT.

RingCentral supports G.711, G.729, G.722, and OPUS on mobile devices. G.711 is our default codec for desk phones and requires 80 kilobits per active phone call. G.729 is our low bandwidth mode which requires 10 kilobits per active call. G.722 is for pure high definition (HD) voice and requires 95.2 kilobits per active call. OPUS is supported only on mobile and is an adaptive codec with variable bandwidth requirements depending on availability.

RingCentral provides you with reliable, high-quality voice service. Your local network, Internet connection, and router devices all contribute to overall call quality. To help you manage your call quality, RingCentral offers tools to check your Internet connection speed, and instructions to configure the Quality of Service (QoS) settings of your routers. As part of Network assessment, we will be able to suggest any additional requirements.

- **Security**—RingCentral's network and application perimeter are protected with firewalls and session border controllers. Administrative access requires authenticating through a production virtual private network (VPN) gateway, then authenticating to local infrastructure systems. Only authorized personnel are given access to the production environment. Technology layers include intrusion detection systems, system logs, and fraud analytics. Operational processes include system and service-level monitoring, system hardening, change management, and regular vulnerability scans.

RingCentral is SSAE16 SOC2 Type II compliant. We can provide the SOC2 report after an NDA is signed.

Our data centers are SSAE16, SAS70 and ISO 27001 compliant.

- **Professional Services**—The Professional Services organization will help ACCS successfully plan, design, and deploy the system. We have expertise in every step of the deployment, ranging from planning and designing, implementation to project management, ongoing support, and consulting. RingCentral Professional Services also offers the best practices and tools for customer-specific needs which results in a project and implementation that is fine-tuned to optimize performance, accelerate return on investment, and ensure successful end-user adoption.

- **Maintenance and Support**—RingCentral provides proactive notifications for upcoming releases, as well as the aligned Customer Success Manager (CSM) details, during periodic meetings. Certain applications (mobile, desktop) allow to opt-out of an update; otherwise, updates are provided through the applications upon first login after update is released. Physical phones seldom have updates pushed to them (this was done only twice in the last three years). If an update to physical devices is required, the reboot will be performed between 2:00 a.m. to 4:00 a.m. PST. The reboot will not occur during an active call.

With RingCentral, no separate, exclusive maintenance options, support, or contracts are needed. Furthermore, no on-site maintenance service is required as the system is maintained by RingCentral, updating it automatically to ensure that functionality is uninterrupted and is of high quality.

Maintenance and support of the system and hardware (i.e., phones provided by RingCentral) are included free of charge with 24x7 coverage. Software upgrades to the RingCentral system are always included free of charge.

All phones purchased from RingCentral including soft endpoints come pre-configured and provisioned. Soft endpoints on tablets, desktops, and mobile devices simply need to be logged into.

Our physical desk phones are supported with a 90-day money back guarantee and a 1-year manufacturer warranty.

RingCentral provides a 24x7x365 customer care with a “follow-the-sun” model with an internal support organization, resolving 90% of support cases “at the first support tier level without escalation”. Majority of customer cases are resolved within one business day, depending upon the priority, severity, and nature of the problem.

RingCentral customers are notified through email regarding issues and outages affecting their service. Customers are also notified when the issue is resolved, what the issue was, and how it was resolved.

Why RingCentral? Value to Alabama Community College System and Participating Members

Trusted by over 400,000 companies worldwide, RingCentral has provided numerous businesses with innovative and secure ways to connect their employees, boost workforce productivity, share knowledge, and strengthen customer relationships.

Apart from enjoying the advantages of a cloud-based platform such as all-inclusive pricing; simple and flexible solution that is easy to maintain and support; enhanced reporting; and access to new, innovative technologies and features—by choosing RingCentral, ACCS will be able to adopt a communication platform that delivers the mission-critical foundational features necessary to meet the needs and demands of your business and gain the ability to provide differentiated value to your customers.

Forging a business relationship with RingCentral will provide ACCS with many unique benefits:

- Team up with the Fastest Growing and Largest Cloud Communications Company** — Since the public launch of RingCentral MVP in 2009, we have revolutionized how companies of all sizes are deploying communications solutions across all the enterprise. Our ease of administration, rich feature set, and simple all-inclusive pricing have disrupted the industry, resulting in the fastest company growth in the category, and a strong public market performance (listed RNG on the NYSE). We are best positioned to help ACCS capitalize on the seismic shift of business communications moving to the cloud.
- Undisputed Product Leadership** — RingCentral pioneered cloud-based business communications and now offers the most comprehensive collection of capabilities including a fully featured Cloud PBX, Contact Center, Web Meetings, Audio and Video Conferencing, Team Messaging and Collaboration, Fax, SMS, and more. As a result, we have been recognized by many leading analysts, including earning the Leader in the 2015, 2016, 2017, 2018, 2019, 2020 and 2021 “Gartner Worldwide Magic Quadrant Report” (<https://www.ringcentral.com/lp/gartner-magic-quadrant.html>); the “Market Leadership Award” from Frost & Sullivan for 2014, 2015, an 2019; and the “UCaaS Company of the Year Award” for 2016 and 2017 (<https://www.ringcentral.com/lp/frost-and-sullivan-UCaaS-Radar.html>). RingCentral has also been ranked highest for both the “European Hosted IP Telephony” and “Unified Cloud Communications as a Service (UCaaS) Market” in the new 2020 Frost & Sullivan UCaaS Radar Report (<https://www.ringcentral.com/lp/frost-and-sullivan-european-ucaas-radar>). We also have numerous reviews and awards from respected publications including PC Magazine “Editor's Choice” in 2015 and 2016, as well as the 2016 and 2019 “Internet Telephony Product of the Year” award from TMC. RingCentral Video has also garnered the 2020 “Unified Communications Product of the Year” award from TMC.
- Cloud Platform Excellence** — RingCentral has invested over 10 years in R&D, developing the RingCentral Connect Platform – and is this market’s first open communications platform. Our extensive feature support, as well as our rich set of open Application Programming Interface or APIs, allow for rapid integration with carrier OSS/BSS systems as well as customization of services and capabilities that leverage our collection of endpoints and apps. We also have a number of integrations with other leading SaaS providers including Microsoft, Google, Salesforce, Box, Dropbox, ServiceNow, and many others. Uniquely, we enable our customers to use our open APIs to develop custom integrations that leverage the full power of the RingCentral Connect Platform. Our strong commitment to rapid innovation, coupled with our substantial R&D organization and continued technology investment, allow us to continue to drive state-of-the-art cloud platform technology. RingCentral is architected and able to maintain and upgrade the system with no scheduled downtime, enabling us to commit to 99.999% SLA on platform availability.

RingCentral is the fastest growing company in the industry and have held an A+ rating with the Better Business Bureau for the past nine years. As the largest hosted Voice Over Internet Protocol (VoIP) provider, RingCentral handles over 4 billion minutes of voice traffic annually.

If ACCS chooses RingCentral, you will be doing so with the knowledge that you are choosing the Gartner Magic Quadrant Leader for the last seven years in a row. RingCentral is also the only UCaaS provider to have leadership or the highest recognition by the top four major analyst firms in the world:

- Gartner has placed RingCentral as a Magic Quadrant Leader for seven years running, from 2015 to 2021.
- RingCentral has garnered the TMC Unified Communications Product of the Year Award in 2014, 2017, 2018, and 2019, as well as the 2020 Product of the Year Award for RingCentral Video.
- IHS Markit has placed RingCentral as a Leader in the 2017, 2018, and 2019 North American UCaaS Scorecard Report.
- Aragon has placed RingCentral as a Leader in The Aragon Research Globe for Unified Communications and Collaboration, in 2017, 2018, and 2019.



A complete listing of RingCentral awards and recognition is available at:

<https://www.ringcentral.com/whyringcentral/awards.html>.

RingCentral's recognition for these awards are a result of our world class Network Operations Center (NOC) which is monitored 24x7 by highly skilled engineers. Maintaining a 24x7 world class NOC is an investment not found among all cloud-based business phone systems, but we consider it to be crucial in delivering the utmost in voice quality and reliability.

RingCentral is a global and publicly traded company. If you would like additional information regarding the structure of our organization, as well as a partial breakdown of our personnel, please see our public SEC filings here:

<https://ir.ringcentral.com/home/default.aspx>

In summary, RingCentral's award-winning products and services provide unparalleled flexibility, ease of use, and ease of administration—and will bring to ACCS a comprehensive, complete, cloud-based business communication platform that will unify all your locations,

employees, and devices—all under one solution. All of this will be supported by our world class round-the-clock support and carrier grade infrastructure.

We are pleased to present ACCS with an RFB response that meets your requirements, and we look forward to establishing a lasting relationship between our organizations. From the entire RingCentral team, thank you for your consideration.

Tommy Grappin

Education Account Executive, Southeast

Phone: 980-880-4949

Email: tommy.grappin@ringcentral.com

GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1 Acceptance of Conditions Governing the Procurement

Vendor must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a bid constitutes acceptance of the Evaluation Factors contained in this RFB. Vendor must also include ISO 9001 certification as required by State Code governing Joint Purchase Agreements. According to Alabama law, any companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO 9001 certification can bid on the information technology to be jointly purchased by educational institutions. ISO 9001 certification is only required for vendors who are providing hardware.

RingCentral understands that submission of a bid constitutes acceptance of the Evaluation Factors contained in this RFB.

3.2 Incurring Cost

Any cost incurred by the vendor in preparation, transmittal, and presentation of any material submitted in response to this RFB shall be borne solely by the vendor.

Read and understood

3.3 Vendor Responsibility

The selected vendor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring entities will issue purchase orders and make payments to only the named vendor(s).

RingCentral read and acknowledged the above statement.

3.4 Serving Sub-Contractors

The System recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, maintenance or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring entities under the terms and conditions of the contract.

We do not anticipate the use of subcontractors, however, in instances where we do use subcontractors, they are fully trained and certified on the RingCentral platform and RingCentral retains full responsibility for their deliverables.

3.5 Amended Bids

A vendor may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. The Evaluation Committee will not merge, collate, or assemble bid materials.

RingCentral read and acknowledged the above statement.

3.6 Vendors' Rights to Withdraw Bid

Vendors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The vendor must submit a written withdrawal request signed by the vendor's duly authorized representative addressed to the representative listed above. The right is reserved to waive informalities, select alternatives, and reject any or all responses, in the event such appears to be in the best interest of the System.

RingCentral read and acknowledged the above statement.

3.7 Bid Offer Firm

Responses to this RFB, including prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

RingCentral read and acknowledged the above statement.

3.8 Disclosure of Bid Contents

The bids will be kept confidential until the contracts are awarded. At that time, all bids and documents pertaining to the bids will be open to the public. All responses become a matter of public record at award. The System accepts no responsibility for maintaining confidentiality of any information submitted with any response whether labeled confidential or not.

RingCentral read and acknowledged the above statement.

3.9 No Obligation

This RFB in no manner obligates Alabama Community College System or any authorized entity to the lease or purchase of any products or services offered until a contract is awarded and vendor receives a valid purchase order from an authorized procuring entity. The System has the right to cancel any contract, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract. Termination - the System reserves the right, for its convenience and without cause or penalty, to terminate any agreement with 30 days written notice.

RingCentral understands the provisions of Section 3.9 No Obligation with regards to the contract awarded pursuant to Section 2.1.9 Contract Award. With regards to the System's reservation of the right to terminate the contract awarded pursuant to Section 2.1.9 for its

convenience, any such termination will not serve to terminate subscriptions for RingCentral VOIP/Unified Communications Solutions services entered into prior to termination of this contract.

3. 10 Legal Review

The System requires that all vendors agree to be bound by the General Requirements contained in this RFB. Any vendor concerns must be promptly brought to the attention of Alabama Community College System.

The General Requirements contained in the RFB are not sufficient in the context of RingCentral providing regulated telecommunication VOIP / Unified Communication Solutions and ancillary products and services. RingCentral's price and delivery proposed in response to the RFB is predicated on all transactions being governed by the terms and conditions of the RingCentral Master Services Agreement, including those Attachments to it responsive to requirements set out in the RFB (the "MSA"). An MSA is submitted as an integral part of RingCentral's proposal. RingCentral is a highly regulated provider of internet communications services and is subject to a wide array of laws and regulations in jurisdictions in which RingCentral offers subscriptions for RingCentral services. Further, RingCentral has a wholly owned subsidiary certified as a competitive local exchange carrier and is subject to FCC regulations in the USA applicable to telecommunications companies, as well as regulation by the public utility commissions in jurisdictions where the subsidiary provides services. Specific regulations vary but generally include the requirement to register or seek certification to provide the services, to file and update tariffs setting forth the terms, conditions and prices for RingCentral services and to comply with various reporting, record-keeping, surcharge collection, and consumer protection requirements. RingCentral's MSA is crafted so as to maintain compliance with these various legal and regulatory requirements. It simply is not practical nor a prudent business exercise in terms of manpower, expense and time to attempt to modify the General Requirements contained in the RFB to furnish cloud-based internet communications services.

However, RingCentral recognizes that there are statutory requirements a public sector entity needs in its purchase contract. An Attachment specific to the public sector entity's terms and conditions required by statute can be mutually crafted from public entity's form of agreement and included in the MSA.

3.11 Governing Law

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation of vendor's activities undertaken pursuant to this Agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. This RFB and the final agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice-or-conflict-of-laws, provision, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

Understood with regards to any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, and local body with jurisdiction over the RingCentral Services.

3.12 Basis for Bid

Only information supplied by the System in writing or in this RFB should be used as the basis for the preparation of vendor responses.

RingCentral read and acknowledged the above statement.

3.13 Agreement Terms and Conditions

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor provision in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor's response will be incorporated into and become part of the agreement. Vendors are encouraged to submit specific alternate language to the terms and conditions, that vendor believes would enhance the efficient administration of the agreement or result in lower product prices or both. The System may or may not accept the alternative language. General references to the vendor's terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the vendor's response.

Understood. As set out in Section 3.10 Legal Review, the General Requirements contained in the RFB are not sufficient in the context of RingCentral providing regulated telecommunication VOIP / Unified Communication Solutions and ancillary products and services. RingCentral's price and delivery proposed in response to the RFB is predicated on all transactions being governed by the terms and conditions of the RingCentral Master Services Agreement, including those Attachments to it responsive to requirements set out in the RFB (the "MSA"). An MSA is submitted as an integral part of RingCentral's proposal. RingCentral is a highly regulated provider of internet communications services and is subject to a wide array of laws and regulations in jurisdictions in which RingCentral offers subscriptions for RingCentral services. Further, RingCentral has a wholly owned subsidiary certified as a competitive local exchange carrier and is subject to FCC regulations in the USA applicable to telecommunications companies, as well as regulation by the public utility commissions in jurisdictions where the subsidiary provides services. Specific regulations

vary but generally include the requirement to register or seek certification to provide the services, to file and update tariffs setting forth the terms, conditions and prices for RingCentral services and to comply with various reporting, record-keeping, surcharge collection, and consumer protection requirements. RingCentral's MSA is crafted so as to maintain compliance with these various legal and regulatory requirements. It simply is not practical nor a prudent business exercise in terms of manpower, expense and time to attempt to modify the General Requirements contained in the RFB to furnish cloud-based internet communications services.

However, RingCentral recognizes that there are statutory requirements a public sector entity needs in its purchase contract. An Attachment specific to the public sector entity's terms and conditions required by statute can be mutually crafted from public entity's form of agreement and included in the MSA.

3.14 Vendor Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject the bid of any vendor who is not a responsible bidder or fails to submit a responsive offer as defined.

RingCentral read and acknowledged the above statement.

3.15 Change in Vendor Representatives

The System reserves the right to require a change in vendor representatives if the assigned representatives are not meeting its needs adequately.

RingCentral read and acknowledged the above statement.

3.16 Equipment and Services Schedules

The vendor may offer only those products and services that are included on the Equipment and Services Schedule (ESS). Vendors shall keep the schedule current and correct on an Internet website maintained by the vendor and shall reflect changes in technology in accordance with the terms and conditions of the contract.

RingCentral read and acknowledged the above statement.

3.17 Benefit of Cost Reduction

The System is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include but are not limited to, manufacturer price reductions and special promotional offerings.

RingCentral read and acknowledged the above statement.

3.18 Bid Terms

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor's response.

Understood. Also, please refer to RingCentral's responses in Sections 3.10 and 3.13.

3.19 Fiscal Funding

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Understood. When a System member's subscription for Services exceeds one (1) fiscal year, the System member warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s). System member acknowledges and agrees that RingCentral shall be held immune from any and all liability that may arise as a result of the System member's loss of RingCentral furnished Services resulting from a disruption of Service because of a non-renewal of the Subscription, including but not limited to losing assigned phone numbers, inability to make or receive calls or facsimiles, and lack of access to emergency calling services.

3.20 Insurance

KIND OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory-Alabama
Employer's Liability	\$2,000,000 (each employee, each accident and policy limit)
Commercial General Liability:	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$2,000,000
General Aggregate	\$3,000,000
Automobile Liability	\$2,000,000 each accident - combined single limit

The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor. The vendor shall maintain, during the life of this contract, the following minimum insurance:(see insurance table above) These policies shall contain a thirty- (30) day written notice to the System before cancellation, reduction or other modification of any kind to the required coverage. The vendor, at its cost, must provide acceptable evidence of compliance with the worker's compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all of the insurance and Worker's Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy. Upon notification of award and prior to issuance of contract, the vendor shall provide the System with certification of insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and carrying an AM Best rating of A- or better, signed by an authorized agent. In the event of cancellation,

material change or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the System by the party initiating any revision.

By submitting a proposal under the RFB RingCentral certifies that if it is the successful offeror and is awarded a contract pursuant to RFB Section 2..1.9 RingCentral will have the following insurance coverage at the time the contract is awarded and a Certificate of Insurance, showing the System as an Additional Insured, will be provided.

RingCentral shall, at its own expense, maintain insurance throughout the term of the contract as follows

- 1. Commercial General Liability insurance**, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, products and completed operations, contractual liability and personal and advertising injury.
- 2. Auto Liability insurance**, with limits not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for all owned, hired or non-owned vehicles.
- 3. Workers' Compensation insurance**, as required by statute in each jurisdiction in which this Agreement will be performed.
- 4. Employer's Liability insurance**, with limits not less than \$1,000,000.
- 5. Umbrella Liability insurance**, providing excess limits for Commercial General Liability, Auto Liability and Employer's Liability insurance, on a follow form basis, with limits not less than \$2,000,000.
- 6. Professional Liability/Errors and Omissions insurance/Cyber and Media Liability**, with limits not less than \$2,000,000 per occurrence and \$2,000,000 aggregate, covering all errors and omissions arising from the performance of the MSA.

All policies required above, except for Professional Liability/Errors and Omissions insurance, shall be written on an occurrence basis, with carriers maintaining an A.M. Best rating of A-VII or better. RingCentral shall provide the System with a Certificate of Insurance upon contract award and upon request from the System thereafter.

3.21 New Products

Unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request. The manufacturer's standard warranty will apply unless otherwise specified in the request. All equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

RingCentral is a telecommunications software-as-a-service (SaaS) provider. RingCentral does not manufacture or package direct goods. We support our cloud solution for the duration of the account subscription. Manufacturer warranties are passed through for certain models of telephone endpoint. Maintenance and support of the system and hardware (phones provided by RingCentral) are included free of charge with 24/7 coverage. Software upgrades to the RingCentral system are always included free of charge.

Phones ordered from RingCentral are pre-configured, fully provisioned, and ready for calls. Just plug phones into a high-speed internet connection to get started. Our physical desk phones are supported with a 90-day money-back guarantee and a 1-year manufacturer warranty.

3.22 Product and Services Delivery Overview

Vendors must describe their ability to provide professional services, technology equipment including related products and support services to the System and the various authorized entities. The response to this requirement should, at a minimum, include a map with an indication of the locations where products may be delivered plus the number and type of support personnel or other resources that may be employed to service procuring entity purchase orders (a very basic example map for a fictitious company is provided in Appendix B). The narrative in response to this specification should include, at a minimum, a general overview of the proposed services and an overview of how the services are to be provided in the locations indicated.

Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

Vendors must thoroughly describe their ability to provide value added technical services including installation, training or directly related optional services and the geographic area where the services may be provided.

Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

RingCentral Professional Services offers engagements to help you optimize your RingCentral communications services. The Professional Services team is an ongoing resource available to you, whether you are a new RingCentral customer or a continuing one. The Professional Services team of industry experts can help you with initial planning, strategic consultations, comprehensive implementation or integration designs, and provide ongoing support and system training.

Our Professional Services engagement is ideal for customers looking for support to implement RingCentral service in complex or multi-location business environments. Featuring a committed team of experts, RingCentral will deliver a premium onboarding experience and extensive support to drive your business success. Our tools and services have been developed through thousands of customer deployments with the objective of maximizing user adoption with the greatest speed possible.

RingCentral provides extended services with premium technical support, proactive network monitoring, and delegated administrative maintenance to ensure an efficient and sustainable business communications system.

Consulting Services: RingCentral Professional Services is an ongoing resource you can utilize at any point as a RingCentral customer. Our strategic and technical consultants will work closely with you to accelerate ROI and deliver an improved customer experience.

With the expertise in cloud-domain communications, RingCentral Professional Services offers extensive planning, design, as well as custom deployment and integration automation to ensure your RingCentral service is evolving with your business needs.

RingCentral adheres to PMI best practices by utilizing a Project Life Cycle (PLC), or Waterfall, a model for project delivery and building upon it for the modern customer. The project is broken into five stages including Initiation, Planning and Design, Implementation, Control and Monitor, and finally Acceptance and Closure. Traditionally a PLC model requires strict adherence to gating events to move from stage to stage, however, RingCentral interjects aspects of Software Development Life Cycle (SDLC), or Agile, modeling to create a unique experience for every customer.

RingCentral will provide Alabama Community College System (ACCS) with a Business Requirements Document (BRD), in which all required tasks and data will be displayed. This document will be completed by both RingCentral and ACCS.

RingCentral utilizes a traditional model of project management which has proven successful for deployments of this size. The 4 key pillars are Planning, Design, Implementation, and Operation. Proper planning and design along with feedback and involvement from you will ensure flawless execution and operation of the custom plan. Please find attached a document detailing our migration and implementation process.

Phase 1: Discovery

During this phase, a plan is designed and verified with the client. Customer requirements are highlighted and defined, as well as all networking pre-work and preparation are highlighted and planned.

Phase 2: Design

During this phase, RingCentral will work with you to determine optimal account setup, feature activations, call greetings, and call routing.

Phase 3: Deploy

During this phase, RingCentral deploys the new system congruently with existing systems to eliminate service disruption. Once deployed, systems are scrutinized and tested. Once testing has been completed, all administrators, IT staff, and users are trained on the administration of the system, and the number porting process can begin.

Phase 4: Operate

This is the Go-Live portion of the process. At this point, the system will be fully operational and turned over to the customer's staff.

Please see the attachment for reference.



RingCentral
Implementation Plan



REF PS Map.pptx

RingCentral's Customer Care Organisation is built on the best-skilled agents available. Live agents are available 24x7x365. Available channels to receive support are via phone, chat, and web case submission via the self-service site. Users or administrators can also open

web cases 24x7x365. Our support service is broken up into three tiers with Tier 1 support serving as the initial point of contact, escalating to Tier 2 with sophisticated troubleshooting and support capabilities, and eventually escalating to Tier 3 support with our most technical support personnel and direct ticketing into the engineering department. The average time to resolve a Tier 1 phone or chat case is 18 minutes. Web tickets are normally handled via email, and resolution time varies depending on the severity of the issue and the responsiveness of the user.

RingCentral provides dedicated customer success managers, account managers, online cases, as well as free 24x7 technical support options to all end-users within your organization. A dedicated CSM (Customer Success Manager) will be assigned to the client for the duration of the project. This CSM will be the Single Point of Contact for the client, will be responsible for the overall health of your account, and will serve as your internal advocate at RingCentral. Your CSM will be assigned to ensure that you receive the maximum value from RingCentral.

We are dedicated to delivering a world-class experience to our customers, and your feedback is critical. From time to time, you may receive short surveys to provide feedback about your Sales and Support interactions. We also conduct three-month and bi-yearly customer experience surveys to ensure that we are meeting your expectations. Your candid response about our products and services are used to ensure we are meeting your business needs. We also have a very active user base online community. All feature requests are submitted via this community and are prioritized for road map inclusion based on customer demand and relevance to industry trends. Requests to add services or features to UCaaS users can be made through the account management team or through the self-service web or mobile portal. We are committed to investing in improvements that positively impact the customer experience.

RingCentral offers comprehensive training that includes both “train the trainer” as well as “end-user” training. Over the course of the deployment, users receive training for managing their own systems, including their personal greetings, hold music, call forwarding, and call screening. In our experience, users welcome the chance to manage their own settings through easy-to-use web forms from their desktop computers or even their smartphones.

RingCentral can provide on-site and virtual training as required by your users and administrators, ensuring comfort with the system before moving to full operation. RingCentral will work with you to develop a custom scope of work to include pre-cutover training, customer support, and post-installation training.

RingCentral will provide administrator and user start guides for all appropriate personnel, along with the delivery and implementation of the new solution. Users and administrators will also have full access to RingCentral’s online support community and customer care center, <https://success.ringcentral.com/> in which additional learning, documentation, and perpetual education about functionality and troubleshooting resides. RingCentral will also provide access to the RingCentral University, which includes ongoing live and on-demand video training, self-paced courses, and other training materials. Customers can customize self-paced training plans in the RingCentral LMS and keep track of training requirements for compliance.

The primary approach will be to train the trainer. Conducted in the first four weeks of setup, RingCentral will build out the system with the trainers in close contact, they will be highly exposed to the system before the go-live date. This will be conducted in 3-4 sessions via web conference. To train all users on the functionality and features that apply to the individual, it is recommended to designate a specific web training to go over the setup of their unique extension, softphone, and mobile application, so they are well informed and capable of customizing their presence on the system prior to the go-live date.

RingCentral provides a substantial catalog of continued education for our customers to consume at their pace. The catalog includes both web-based training sessions and on-site multi-day sessions to meet the broad range of customer needs and requirements, subject to an additional fee. Every user subscription includes access to the online catalog of pre-recorded training classes covering a multitude of options for users and administrators to continue to hone their skills and increase the adoption and usability of the platform. Additionally, RingCentral will work with the customer to review their specific needs and can create a custom agenda and curriculum to meet those requirements at an additional cost. We provide manuals, training materials, and phone, chat, and case support to all users in addition to our online help center. Additionally, users and admins are able to participate in the RingCentral Community and find all the resources they need for nearly any issue.

All provided training services must be scoped into the Statement of Work (SOW) prior to contracting with Professional Services. The SOW once final will detail training locations, hours, and other relevant information. We will need scheduling, contact information, and other logistical assistance from you in order to ensure all staff is adequately trained.

1. RingCentral MVP

Administrator Training – Three to four remote sessions once the client portal has been built. Reviews high level functionality including MACDs and call flow to granular details like advanced rules and roles and permissions. Training sessions conducted by PS Trainer or Project Manager in advance of the first deployment.

End User Training Remote – Focused around the features/functionality required day one. Typical training sessions are one hour in length to include Q&A. Several sessions are scheduled in advance of site go-live to capture as many users as possible.

End User Training Onsite – Two to three group sessions, scheduled in advance, prior to the port. Focused on the features and functions required day one to ensure adoption.

Executive Trainings Onsite – Fifteen to 20-minute one-on-one sessions with senior leadership and Executive Assistants to provide focused feature/function training, plus completing personal settings so those users are ready to go when the port takes place.

Administrative Review Onsite – Once the port has taken place and the system is functioning live, final details are reviewed to ensure proper build out of call flows, groups, and settings before site sign off.

RingCentral provides services in 15+ languages across 40+ countries with localized services. Coverage map attached for reference.

Please see the attachment for reference.



REF PS Map.pptx

3.23 Reporting

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office to JPA-Notification@accs.edu. The electronic copy must be in the form of a PDF file. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract.

Vendors are encouraged to describe and include additional sample reports. Vendors are encouraged to describe other reporting capabilities such as electronic delivery of reports or direct access to Internet or other databases that may be used to administer the agreements or support marketing.

RingCentral will provide quarterly reports that accurately reflect the opportunity names/procured entities, purchase amounts, subtotals, and overall totals for the System. Quarterly reports will be sent via PDF to the Joint Purchase Agreement Initiative Administrator, JPA-Notification@accs.edu within two weeks of the end of each quarter. Quarterly reports will be based on the calendar month (i.e. first quarter ends March 31, 2022). A sample copy of the RingCentral Salesforce report is attached for reference.



SamplereportQuesti
on3.23.pdf

RingCentral MVP offers data around the number of calls and quality of service from a business communications standpoint.

RingCentral Live Reports is a highly customizable, widget-based, real-time call queue monitoring. This RingCentral MVP add-on empowers decision-makers to monitor agent performance for better visibility and control of customer experiences.

Features and benefits:

Collect real-time data on the performance of call queues in your customer service center.

Monitor on-hold calls, agent availability, missed calls, and overall service levels.

Analyze queue data to ensure proper staffing levels.

Spot emerging patterns in call traffic to prevent queue overload.

For a full list of available Queue Metrics, check out page 22 of:

https://netstorage.ringcentral.com/guides/live_reports_user_guide.pdf

RingCentral Performance Reports offers easy-to-read dashboards, and surfacing historical data and trends on call queues, users, calls and meetings. Admins or Line of Business Managers can drill down to analyze queues, user performance, and call flows with visual call maps. There are 30+ pre-built Key Performance Indicators (KPIs) and targeted filters for aiding corrective-course-of-action decisions.

For more information on KPIs, kindly see pages 3 to 7 of:

<https://netstorage.ringcentral.com/guides/PerfReports.pdf>

For Phone and Video QoS Reporting info can be viewed here:

<https://netstorage.ringcentral.com/guides/QualityOfService.pdf>

3.24 Electronic Commerce

Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that contains the complete ESS as well as product specifications and options. Vendors are encouraged to describe an existing capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capability. The ability or commitment to accept and process purchase orders electronically should be thoroughly described. Internet URL's may be provided which reference sites that demonstrate the desired functionality.

Within the RingCentral's web service admin portal, we give the customer the ability to procure service and products. The admin portal has brief product descriptions, along with access to product support page.

3.25 Breadth of Offering

Vendors must, at a minimum, offer products or services in at least one of the following categories: Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices) Servers Printers Monitors Storage Networking Equipment Audio and Video Conferencing Equipment Multimedia Hardware VoIP/Unified Communications Solutions Video Surveillance Solutions Key and Access Control Equipment Software Professional Services Other

Vendors must provide a comprehensive list of the models or variations available in each of the following categories for which a vendor offers products: Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices) Servers Printers Monitors Storage Networking Equipment Audio and Video Conferencing Equipment Multimedia Hardware VoIP/Unified Communications Solutions Video Surveillance Solutions Key and Access Control Equipment Software Other

Vendors must provide, at a minimum, a licensed operating system with each type of processor, where applicable. Vendors must provide a list of the operating systems for each

of the following categories of processors: Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices). Servers Networking Equipment Audio and Video Conferencing Equipment VoIP/Unified Communications Solutions Key and Access Control Equipment Other

Vendors may propose and provide a wide range of the general-purpose software products. Vendors may provide a summarized list of the general-purpose software that is proposed for each of the following categories of processors: Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices). Servers Networking Equipment Audio and Video Conferencing Equipment VoIP/Unified Communications Solutions Video Surveillance solutions Key and Access Control Equipment Other

RingCentral is a leading provider of global enterprise cloud communications, collaboration, and contact center solutions. More flexible and cost-effective than legacy on-premises systems, the RingCentral platform empowers employees to work better together, from any location, on any device, and via any mode to serve customers, improving business efficiency and customer satisfaction. The company provides unified voice, video meetings, team messaging, digital customer engagement, and integrated contact center solutions for enterprises globally.

PRODUCTS/SERVICES

- RingCentral MVP

Empower your business with messaging, video meetings, calls, and fax from anywhere, on any device. RingCentral Office provides a complete business communications and collaboration solution that is flexible and completely scalable, so it can grow and adapt to meet your company's ever-evolving needs.

- RingCentral Team Messaging

RingCentral Team Messaging allows staff to simplify their workflow with team messaging, file sharing, and task management—all in one place. Create dedicated threads with coworkers and external teams for any project or topic. Plus, start a video meeting or phone call with one click—right from the app.

- RingCentral Video

RingCentral Video is a modern online meetings experience powered by the market-leading RingCentral unified communications platform. It combines high-quality video, audio, screen sharing, and team messaging into a collaborative online meeting hub that sparks conversations and fuels ideas—anytime, anywhere, on any device.

- RingCentral Phone

RingCentral Phone is a complete business phone system that allows companies to get their business number up and running in minutes and start taking calls on any

device. With RingCentral phone users can route calls, send business texts, check voicemail, and more with carrier-grade reliability.

- RingCentral Contact Center

RingCentral Contact Center is an ideal solution for organizations that need to increase customer satisfaction and improve agent performance. By integrating market-leading cloud inbound CC, workforce optimization, and unified communications (UC) solutions into a single suite to simplify contact center management, RingCentral Contact Centre allows companies to focus on delivering excellent customer experience (CX)

- RingCentral Engage Voice

RingCentral Engage Voice is the most comprehensive outbound and blended cloud contact center platform, which allows companies to reach and engage their audience to create lasting and profitable relationships. Dialers supercharge sales and collections, shifting agents from spending the majority of their time making calls to connecting with prospects and customers. RingCentral also offers many risk mitigation features to help with TCPA compliance strategies.

- RingCentral Engage Digital

RingCentral Engage Digital makes it easy for companies to meet customers wherever they are online. Agents can interact with customers on over 20 digital channels from a single interface .Leveraging an AI-based smart routing engine, it aggregates all incoming messages, filters out the noise, and creates a comprehensive digital profile of the customer across all digital identities to unify digital conversations on a single thread. RingCentral Engage Digital increases agent retention, agent productivity and makes it easy to respond the changing customer preferences to communicate digitally.

Vendors may propose and provide a wide range of the technical services including installation, training and technical support: Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices) Servers Printers Monitors Storage Networking Equipment Audio and Video Conferencing Equipment Multimedia Hardware VoIP/Unified Communications Solutions Video Surveillance solutions Key and Access Control Equipment Other

RingCentral offers comprehensive training that includes both “train the trainer” as well as “end-user” training. Over the course of the deployment, users receive training for managing their own systems, including their personal greetings, hold music, call forwarding, and call screening. In our experience, users welcome the chance to manage their own settings through easy-to-use web forms from their desktop computers or even their smartphones.

RingCentral can provide on-site and virtual training as required by your users and administrators, ensuring comfort with the system before moving to full operation. RingCentral will work with you to develop a custom scope of work to include pre-cutover training, customer support, and post-installation training.

RingCentral will provide administrator and user start guides for all appropriate personnel, along with the delivery and implementation of the new solution. Users and administrators will also have full access to RingCentral's online support community and customer care center, <https://success.ringcentral.com/> in which additional learning, documentation, and perpetual education about functionality and troubleshooting resides. RingCentral will also provide access to the RingCentral University, which includes ongoing live and on-demand video training, self-paced courses, and other training materials. Customers can customize self-paced training plans in the RingCentral LMS and keep track of training requirements for compliance.

The primary approach will be to train the trainer. Conducted in the first four weeks of setup, RingCentral will build out the system with the trainers in close contact. They will be highly exposed to the system before the go-live date. This will be conducted in 3-4 sessions via web conference. To train all users on the functionality and features that apply to the individual, it is recommended to designate a specific web training to go over the setup of their unique extension, softphone, and mobile application, so they are well informed and capable of customizing their presence on the system prior to the go-live date.

RingCentral provides a substantial catalog of continued education for our customers to consume at their pace. The catalog includes both web-based training sessions and on-site multi-day sessions to meet the broad range of customer needs and requirements, subject to an additional fee. Every user subscription includes access to the online catalog of pre-recorded training classes covering a multitude of options for users and administrators to continue to hone their skills and increase the adoption and usability of the platform. Additionally, RingCentral will work with the customer to review their specific needs and can create a custom agenda and curriculum to meet those requirements at an additional cost. We provide manuals, training materials, and phone, chat, and case support to all users in addition to our online help center. Additionally, users and admins are able to participate in the RingCentral Community and find all the resources they need for nearly any issue.

All provided training services must be scoped into the Statement of Work (SOW) prior to contracting with Professional Services. The SOW once final will detail training locations, hours, and other relevant information. We will need scheduling, contact information, and other logistical assistance from you in order to ensure all staff is adequately trained.

1. RingCentral MVP

- Administrator Training–Three to four remote sessions once the client portal has been built. Reviews high-level functionality, including MACDs and call flow to granular details like advanced rules and roles and permissions. Training sessions are conducted by PS Trainer or Project Manager in advance of the first deployment.
- End-User Training Remote–Focused around the features/functionality required on day one. Typical training sessions are one hour in length, including Q&A. Several sessions are scheduled in advance of site go-live to capture as many users as possible.

- End-User Training Onsite–Two to three group sessions, scheduled in advance prior to the port. Focused on the features and functions required on day one to ensure adoption.
- Executive Training Onsite–Fifteen to 20-minute one-on-one sessions with senior leadership and Executive Assistants to provide focused feature/function training, plus completing personal settings so those users are ready to go when the port takes place.
- Administrative Review Onsite – Once the port has taken place, and the system is functioning live, final details are reviewed to ensure proper build-out of call flows, groups, and settings before site sign-off.

RingCentral's Customer Care Organization is built from the best-skilled agents available. Live agents are available 24/7/365. Available channels to receive support are via phone, chat, and web case submission via the self-service site. Users or administrators can also open web cases 24/7/365. RingCentral's support service is broken up into 3 tiers with tier 1 support serving as the initial point of contact, escalating to tier 2 with sophisticated troubleshooting and support capabilities, eventually escalating to tier 3 support with our most technical support personnel and direct ticketing into the RingCentral engineering department. RingCentral solves 86% of cases during the first contact, and 92.5% of cases at the Tier 1 level. The average time to resolve a Tier 1 phone or chat case is 18 minutes. Web tickets are normally handled via email and resolution time varies depending upon the severity of the issue and the responsiveness of the user.

3.26 Primacy Account Representative

Vendors must identify by name and location both the proposed primary account representative and the marketing supervisor who will be responsible for the performance of the agreement. Any changes to this information must be immediately sent to the Joint Purchase Agreement Administrator.

Tommy Grappin
Higher Education Enterprise Account Executive

Sarah O'Rourke
Director Product Marketing, Education

3.27 References

Vendors must submit three (3) references of entities of like size and complexity, and/or entities that have or are currently receiving similar products and services to those proposed by the vendor for this procurement. Each reference must include the name of the contact person, address, telephone number and description of products and services provided.

Please see attachment for reference.



References for
Alabama Community

3.28 Pricing Level and Guarantee

Vendors must submit with their responses a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by product class or category in the ESS. The response to this specification is expected to be in the form of a percentage discount from a published, baseline price listing. Vendors must describe the baseline pricing and provide information where the baseline pricing may be accessed and verified.

RingCentral's baseline pricing can be accessed and verified at RingCentral.com (<https://www.ringcentral.com/office/plansandpricing.html#office>)

The pricing reflected in the ESS is a nominal discount of five (5) percent, based on a quantity of one (1). Pricing that will be offered at the transactional level for eligible entities is going to be a function of the eligible entity's commitment in terms of (i) the number of VOIP digital lines and/or Contact Center seats, (ii) the length of the subscription for RingCentral Services, (iii) monthly payment or annual pre-payment, (iv) the length of the automatic renewal period, and (v) market conditions at the time of purchase. Unit prices for recurring charges are locked in and will not increase for the length of the subscription's Initial Term, for example, a one (1) year term, a three (3) year term, or a five (5) year term. All prices are identified in US dollars in the applicable RingCentral Services Order Form. Additional charges result if the eligible entity activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Recurring charges for the RingCentral Services begin on the Start Date identified in the applicable RingCentral Services Order Form or in the Administrative Portal and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) will, once incurred, remain in effect for the then-current Term.

Firm Price - Initial quoted discount levels must remain constant throughout the term of this agreement, subject only to subsequent increased discount amounts.

RingCentral understands and will comply.

3.29 Oral Presentation and Demonstration

If selected as a finalist, vendors agree to provide the Evaluation Committee the opportunity to meet with and question the proposed primary account representative at the oral

presentation (if deemed necessary by the Evaluation Committee). The proposed primary account manager is expected to conduct the presentation. Vendors will be required to demonstrate their Internet based reporting and electronic commerce capabilities to the Evaluation Committee.

RingCentral read and acknowledged the above statement.

3.30 Equipment and Services Schedule

Vendors must submit with their responses a complete Equipment and Services Schedule including all the products and services offered, at the initial pricing level stated in response to section 3.25. The ESS may be submitted in a single file, PDF format on a compact disc, USB drive, or made available via a website.

Please see the attachment for reference.



ACCSpricelistfinal2
pdf.pdf

3.31 Scope of Work

The vendor shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. Accordingly, the vendor shall provide products or services only upon the issuance and acceptance by vendor of valid "purchase orders". Purchase orders will be issued to purchase the license for software or to purchase or lease products listed on the ESS. A procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Vendor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

RingCentral read and acknowledged the above statement.

3.32 Title Passage

Title to equipment shall pass to the procuring entity upon acceptance of equipment.

RingCentral read and acknowledged the above statement.

3.33 Quantity Guarantee

This agreement is not an exclusive agreement. Procuring entities may obtain computing system products and services from other contract awarded vendors during the agreement term.

RingCentral read and acknowledged the above statement.

3.34 Order of Precedence

Each purchase order that is accepted by the vendor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence

shall apply: A. the terms and conditions of this RFB B. exhibits to this agreement C. the list of products and services contained in the purchase order D. vendor's response

Understood.

3.35 Payment Provisions

All payments under this agreement are subject to the following provisions:

A. Acceptance

The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity. Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

RingCentral understands and will comply.

B. Payment of Invoice

Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from acceptance. In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified "No Partial Shipments" on each purchase order.

Invoicing and Payment. Invoices will be issued in accordance with the payment terms set forth in the RingCentral Order Form. Unless otherwise stated in the applicable Order Form, recurring charges for subscription Services are invoiced 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 System member's internal purchase order process.

C. Invoices

Invoices shall be submitted to the procuring entity

RingCentral understands and will comply.

3.36 Shipment and Risk of Loss

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to

expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.

All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the bid for review by the System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST and any resulting System purchase order will prevail.

Whenever a procuring entity does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring entity.

Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity.

Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck, UPS, or Federal Express Second Day (or other way, specify).

RingCentral understands and will comply

3.37 Warranties

At a minimum, the products shall be covered under the manufacturer's warranties in effect at the time the products are delivered or the warranties in effect at the time of contract award, whichever is most beneficial to the procuring entity.

Equipment Warranty.

RingCentral represents, and Customer acknowledges, that RingCentral is not the Supplier of the equipment ("Supplier" means the supplier, licensor, publisher, manufacturer or other third-party provider of equipment). Accordingly, all equipment is sold subject to the express warranty terms, if any, specified by the original Supplier of the equipment. 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.

RingCentral represents and warrants that title to all equipment 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 equipment) are hereby expressly excluded to the fullest extent permitted by law, save for fraudulent misrepresentation.

Warranty Assistance.

For all Returned equipment (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").

Customer shall immediately notify RingCentral if any equipment supplied to Customer proves 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 equipment to RingCentral, and Customer shall return such equipment to RingCentral in accordance with these Conditions and RingCentral's then current RMA policy (which shall be made available to Customer upon request).

No equipment may be returned to RingCentral without a valid RMA number displayed on the equipment packaging. Any equipment returned without a valid RMA number displayed on the equipment packaging will be refused or returned. RingCentral shall not be obligated to ship replacement equipment to Customer until RingCentral is in receipt of the original equipment 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.

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.

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 equipment from the Supplier. RingCentral has no obligation to accept a return of equipment where the Customer fails to comply with Supplier's policy on Product returns.

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 equipment are defective.

Warranty Returns.

Any equipment 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.

Customer irrevocably authorizes RingCentral to carry out any necessary tasks related to the repair or replacement of equipment on behalf of Customer under these Conditions.

Unless RingCentral collects equipment using its own carrier, Customer agrees that RingCentral shall not be liable for any loss or damage to equipment returned to RingCentral.

EXCEPT AS SPECIFICALLY SET FORTH IN THE RINGCENTRAL MASTER SERVICES 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.

3.38 Price Guarantees

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.

RingCentral understands prices shall not exceed prices given in ESS. Your RingCentral MVP user license rates will be negotiated based on your contracted quantities upon signing. These rates will be locked for the initial term (the standard initial term is 36 months; additional discounts are available for 48 and 60-month terms). If a customer predicts there will be significant growth within the initial term, we can add pricing tiers where the rate can drop based on achieving that license quantity. These are terms and conditions that can be negotiated with RingCentral executive leadership.

3.39 Technical Support

The vendor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to procuring entity personnel who wish to obtain competent technical assistance regarding the installation or operation of products supplied by the vendor.

RingCentral's Customer Care Organization is built from the best-skilled agents available. Live agents are available 24/7/365. Available channels to receive support are via phone, chat, and web case submission via the self-service site. Users or administrators can also open web cases 24/7/365. RingCentral's support service is broken up into 3 tiers with tier 1 support serving as the initial point of contact, escalating to tier 2 with sophisticated troubleshooting and support capabilities, eventually escalating to Tier 3 support with our most technical support personnel and direct ticketing into the RingCentral engineering department. RingCentral solves 86% of cases during the first contact, and 92.5% of cases at the Tier 1 level. The average time to resolve a Tier 1 phone or chat case is 18 minutes. Web tickets are normally handled via email and resolution time varies depending upon the severity of the issue and the responsiveness of the user.

3.40 Product Delivery

Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated with procuring entity.

RingCentral understands and will comply.

3.41 Impracticability of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

Understood, however, this Section 3.41 shall not apply to a System's member's payment obligations.

3.42 Records and Audit

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.

RingCentral read and acknowledged the above statement.

3.43 Use of Subcontractors

The vendor may subcontract installation, training, warranty or maintenance services. However, the vendor shall remain solely responsible for the performance of this agreement. All procuring entity payments for products or services shall be made directly to the vendor. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the applicable participating addendum(s).

RingCentral read and acknowledged the above statement.

3.44 Indemnification

The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System. The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees. For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix A or any subsequent revision thereof and their respective officers, directors, employees, agents and assigns.

A. Indemnification by RingCentral

- i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a “Third Party Claim”) to the extent such Third-Party Claim arises out of or alleges that:
 - a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent 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 unless any of the foregoing are necessary for the proper operation of the Services; (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 free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer’s Affiliate, successor, or assignee.
- iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral’s sole discretion and expense, 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 to use the Services. 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 (a “Discontinued Component”), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer’s use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. 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. To the extent permitted by the laws and the constitution of the jurisdiction of Customer, Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

C. Defense and Indemnification Procedures. Any Party seeking indemnification under this Section 11 (the “**Indemnified Party**”) shall provide the Party from which it seeks such indemnification (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 (at the Indemnifying Party’s sole expense except for the value of the time of the Indemnified Party’s personnel) 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 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party’s express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

3.45 Website Maintenance

Vendor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with instructions provided by the contract. In addition, vendor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

RingCentral read and acknowledged the above statement.

3.46 Ethics

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement. If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the System reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award. System employees are not allowed to accept personal gifts or gratuities.

To the best of our knowledge and belief, no officer, board or director member, employee or holder of more than 5% of the fair market value of RingCentral, Inc. or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1:

PUBLIC OFFICIAL. Any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2.

PUBLIC EMPLOYEE. Any person employed at the state, county, or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

RingCentral read and acknowledged the above statement.

3.48 FCC Certification

The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for contract termination.

Understood. RingCentral has a wholly owned subsidiary certified as a competitive local exchange carrier and is subject to FCC regulations in the USA applicable to telecommunications companies, as well as regulation by the public utility commissions in jurisdictions where the subsidiary provides services.

3.49 Site Preparation

A procuring entity shall prepare and maintain its site in accordance with written instructions furnished by the vendor prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.

RingCentral read and acknowledged the above statement.

3.50 Assignment

The vendor shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval from procuring entity.

RingCentral read and acknowledged the above statement.

3.51 Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licensees, lease, warranty and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

Understood.

3.52 Lease Agreements

Vendor may lease equipment to procuring entities in accordance with terms and conditions approved by the appropriate governing authority for the procuring entity.

RingCentral enables vendors to lease phone and appropriate equipment for unified communication services.

3.53 Vendor Disclosure Statement

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement

shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The form is required by the vendor and covers the duration of the bid.

Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011- 535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-Verify program as required by state law. The form and the instructions are available online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of the agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Understood.

Pricing

Please see attached file for reference



ACCSpricelistfinal2
pdf.pdf

A black and white photograph of a group of five business professionals in an office setting. A man in a suit and glasses is standing and gesturing while talking to a woman with blonde hair who is seated at a table. Other people are seated around the table, some looking at documents. A whiteboard is visible in the background.

RINGCENTRAL IMPLEMENTATION PLAN

RingCentral Professional Services offers engagements to help you optimize your RingCentral communications services. Professional Services is an ongoing resource available to you, whether you are a new RingCentral customer or a continuing one. The Professional Services team of industry experts can help you with initial planning, strategic consultations, comprehensive implementation or integration designs, and provide ongoing support and system training.

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RingCentral Professional Services

RingCentral Professional Services offers engagements to help you optimize your RingCentral communications services. The Professional Services team is an ongoing resource available to you, whether you are a new RingCentral customer or a continuing one. The Professional Services team of industry experts can help you with initial planning, strategic consultations, comprehensive implementation, or integration designs, and provide ongoing support and system training.

Our Professional Services engagement is ideal for customers looking for support to implement RingCentral services in complex or multi-location business environments. Featuring a committed team of experts, RingCentral will deliver a premium onboarding experience and extensive support to drive your business success. Our tools and services have been developed through thousands of customer deployments, with the objective of maximizing user adoption with the greatest speed possible.

RingCentral provides extended services with premium technical support, proactive network monitoring, and delegated administrative maintenance, to ensure an efficient and sustainable business communications system.

Consulting Services: RingCentral Professional Services is an ongoing resource you can utilize at any point as a RingCentral customer. Our strategic and technical consultants will work closely with you to accelerate ROI and deliver an improved customer experience. With expertise in cloud-domain communications, RingCentral Professional Services offers extensive planning, design, as well as custom deployment and integration automation, to ensure your RingCentral service is evolving together with your business needs.

RingCentral Implementation Methodology

RingCentral adheres to PMI best practices by utilizing a Project Life Cycle (PLC), or Waterfall model for project delivery, and building upon it for the modern customer. The project is broken into five stages: Initiation, Planning and Design, Implementation, Control and Monitor, and Acceptance and Closure. Traditionally, a PLC model requires strict adherence to gating events to move from stage to stage, however, RingCentral interjects aspects of Software Development Life Cycle (SDLC), or Agile modeling, to create a unique experience for every customer. The following is a high-level overview of the milestones and tasks included in a RingCentral project plan.

Initiation

During the Initiation stage of the project, the RingCentral Project Manager (PM) will partner with the Customer Single Point of Contact (SPOC) to create the project governance and/or Project Management Office (PMO). This will include a mutually agreed upon change management planning, escalation management planning, risk management planning (or register), resource management planning, communication planning, project milestone planning, and Work Breakdown Structure (WBS) creation—to establish the project collateral.

During this time, the PM and SPOC will bring their respective resources to an internal and external call to review project expectations, project charter, best practices, and next steps. The RingCentral PM will introduce the Customer to any designated support resources, and prior to moving to the Planning and Design stage the PM and SPOC should re-baseline the Statement of Work (SOW) and Project Plan for a mutual understanding of the goals and process to achieve mutual success.

Planning and Design

During the Planning and Design stage of the project, the PM and SPOC will organize their respective Subject Matter Experts (SME) to review the necessary client data to complete the Business Requirements Document (BRD). A Business Requirements Document (BRD) is used throughout the initial Planning and Design to document the project details. Customer and RingCentral sign off is required at each step of the way to ensure project transparency and success.

RingCentral resources will partner with the Customer to review and document the business requirements in the UC and CC BRD document(s) as the basis upon which the solution is built. A RingCentral Engineer will visit customer designated location(s) to work with the Customer resources focused on gathering the necessary client data to complete the system build-out, submit the port request(s), and to ensure network readiness. Further discovery and discussion are required with the Customer to determine how many locations require onsite Planning and Design services for the UC and CC solutions. Specific details gathered in this stage include call routing details for UC users, user profiles, an inventory of main and direct dial numbers, in-depth network mapping and topology, and integration requirements for CRM and third-party systems.

Additional data for Contact Center includes information for agents, skills, teams, campaigns, integrations, screen-pops, call routing, multi-channel integration, advanced applications, and inbound call treatment.

Throughout the Planning and Design stage, the PM and SPOC track key milestones and deliverables against the baseline project plan, address and track any identified risks in the risk register, and provide status updates to stakeholders via agreed upon dashboard and cadence meetings. Following the completion of the BRD, a formal review is held between key stakeholders from RingCentral and the Customer to walk through the entire document in detail. At the conclusion of the final review, RingCentral will ask the Customer to sign the final BRD as the trigger that both

parties have an agreed upon final design and signal the transition into the Implementation stage of the project.

Implementation

During the Implementation stage of the project, RingCentral will take the complete UC and CC BRD documents and begin execution of the steps necessary to match the build to the design. At this time, RingCentral will provide feedback to the Customer on progress via scheduled conference calls and project plan updates. The RingCentral team will also start prepping the Customer team for the Control and Monitor stage.

The PM will provide a curriculum of web-based training classes for the Contact Center agents, supervisors, and administrators to review and achieve before the transition into the Control and Monitor stage. This web-based training provides the foundation for the Contact Center users to understand the basics of the console and reporting applications. RingCentral will work with the customer to complete the network assessment and remediation during this time (if it was not completed earlier) to ensure proper configuration for optimal voice quality. The Customer developers will need to participate with any API integration configurations necessary for CRM and third-party integrations, and the PM and SPOC will work to schedule those resources according to the Resource Plan and Project Plan.

At the conclusion of this stage, RingCentral will conduct a Quality Assurance (QA) testing prior to handoff to the Customer for User Acceptance Testing (UAT).

Control and Monitor

During the Control and Monitor stage of the project, the Customer will complete UAT on for the UC and CC platforms.

RingCentral can provide baseline UAT plans as needed, but this stage is the opportunity for the Customer to make sure the build completed by RingCentral matches the design completed, and documented, during the Planning and Design stage.

The Customer SPOC will work with the RingCentral PM to schedule any instructor-guided training sessions for users, agents, supervisors, and administrators during this stage, to build upon the remote web-based training classes identified in the curriculum provided in the Implementation stage of the project.

During this stage, all onsite delivery services and training are completed and staging of all necessary go-live activities are prepared. At the conclusion of all training classes and the Customer UAT, RingCentral and the Customer will conduct a project go/no-go review, or a customer readiness review. During this review RingCentral and the Customer will evaluate the results of the training, and the QA and UAT processes conducted by RingCentral and the Customer, respectively. Both parties will evaluate the system and users for readiness and mutually agree to proceed with the scheduled go-live date. RingCentral will request the customer to execute a Readiness Checklist as record of mutual agreement to move forward, and the project will transition into the final stage, Acceptance and Closure.

Acceptance and Closure

During the final stage of the project, RingCentral will support the Customer through the scheduled go-live and facilitate the transition into Day 2 support services. Services performed during a go-live may include porting of customer telephone numbers to RingCentral, final hardware placement, additional training and floor-walking, and/or Contact Center supervisor reports training. Following the successful go-live, the RingCentral PM will work with all assigned relationship resources to complete

the smooth transfer of ownership from Professional Services, to the Customer Success and Support teams.

RingCentral Delivery Timeline

Below is a sample timeline of implementation for PBX and Contact Center. We are happy to change dates and timelines as necessary. Minimal disruption will be an essential pillar of the implementation, and a phased roll-out is recommended to avoid any level of disruption.

Basic UC / CC Template Proposed Delivery Timeline														
	Week	1	2	3	4	5	6	7	8	9	10	11	12	13
Project Initiation														
SOW and Contract Signed														
BU Created														
Internal Project Kick-off														
External Project Kick-off														
Resources Scheduled														
Project Planning and Design														
Network Design and Testing														
Review Number Porting Requirements (as applicable)														
Complete Planning and Design (P&D)														
Complete User Upload Document														
Complete Call Routing Review														
Complete and Sign UC Business Requirement Document														
Complete and Sign CC Business Requirement Document														
Submit Case for SSO (as applicable)														
Project Implementation														
Complete and Verify Network Design														
Complete RC Office Account Design														
Complete User Upload (all locations)														
Build Call Flow														
Set Greetings														
Export IVR														
Set User Templates														
Deploy 1,000 users (5 FTE for 2 weeks M-F)														
Complete RC CC Account Design														
Central Build														
Studio Build														
CRM Integration														
Multi-Channel Build														
Complete Interoperability / Quality Assurance Testing														
Project Number Transfer (Porting)														
Complete LOA Documentation														
Submit Porting Requests														
Firm Order Commit Received from Carrier														
Confirm Porting Completion														
Project Control & Monitor														
Admin (UC) Training (1 class per week)														
Web Based Agent Training (in advance of instructor lead)														
Web Based Admin (CC) Training (in advance of instructor lead)														
Customer User Acceptance Testing														
Instructor Lead Agent (Train the Trainer) Session														
Instructor Lead Admin (Basic Central and Studio)														
Instructor Lead Supervisor / Reporting														
Go / No-Go Call														
Project Go Live and Acceptance														

RingCentral and Customer Project Team

All Professional Service engagements include a dedicated Program Management staff; including a designated Project Manager (PM) skilled in the practice of PMI methodology. The RingCentral Project and Program Management staff are highly skilled resources, with many having the highest level of PMI certification. Resource assignment takes place at the time of project kickoff. At such time, you will be presented with the credentials of all delivery resources assigned to the project.

Title	Project Role
Project Manager	<ul style="list-style-type: none"> Primary project owner. Responsible for project success.
Delivery Engineer	<ul style="list-style-type: none"> Planning and Design resource for the PBX functionality. Their role is to collect and gather information related to the build and architecture of the PBX functionality.
Implementation Advisor	<ul style="list-style-type: none"> Technical UC resource. They are responsible for the build of the UC seats, IVR, routing, etc.
Implementation Manager	<ul style="list-style-type: none"> Technical Contact Center resource. Skills are defined by product/solution, as some resources are ACD/IVR/Development resources; others hold specific responsibility for Advanced applications such as WFM, WFO, Survey, etc.
Porting Coordinator	<ul style="list-style-type: none"> Works with the customer and losing carrier to submit porting tickets to facilitate a seamless transition of numbers to RingCentral.
Customer Success Manager	<ul style="list-style-type: none"> Ongoing relationship management resource. Partners with the customer as advocate for continued relationship improvement and usage.
Technical Account Manager (as scoped)	<ul style="list-style-type: none"> Named technical resource within the Tier Support organization who assists with any customer escalations and troubleshooting/problem resolution.

The RingCentral dedicated PM will be responsible for managing all aspects of the implementation of the RingCentral solution. The PM will meet with the project team on a weekly basis and will provide status updates via our online Project Management tool. Project status meetings may occur more often as agreed to by both organizations if need be. The RingCentral PM will be responsible for the following:

- Internal and external kickoff session hosted by RingCentral;
- Defining project tasks and personnel requirements;
- Completing resource assignment and scheduling in alignment with project schedule;
- Setting up of project documentation and timelines in collaboration with designated Customer SPOC;
- Identifying and mitigating project risks and issues;

- Alignment of scope of services with customer expectations during kickoff;
- Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs;
- Facilitating and leading regular status update meetings, prioritizing projects and conducting planning sessions with team members, project sponsors, and Customer steering committees, as applicable; and
- Performing closure procedures at the conclusion of project activities.

RingCentral utilizes a Cloud based Project Management tool (i.e., Mavenlink) to govern communication throughout the project. This is a collaborative tool that would enable both the RingCentral and the Customer teams to establish a communication framework and cadence that will set the collective team up for success.

Customer Team Roles and Responsibilities

Title	Project Role
Executive Sponsor	<ul style="list-style-type: none"> • Executive Sponsor of the project.
Project Manager	<ul style="list-style-type: none"> • Responsible for success of project, and the main contact for the RingCentral team. Shall be responsible for assigning customer resources to tasks, as defined (e.g., train the trainer tasks).
Business Requirements Experts ACD	<ul style="list-style-type: none"> • Defines requirements of ACD/IVR. Call flows expert with extensive knowledge of customer experience requirements in terms of call flow. This role should attend RingCentral Contact Center training and should also be responsible for testing call flows.
IT Infrastructure	<ul style="list-style-type: none"> • Knowledge of company network, perform ping test, etc., bandwidth, desktop and application support.
Telephony Technical	<ul style="list-style-type: none"> • PBX knowledge, phone/agent leg knowledge, and carrier coordination.
Agent Trainer(s)	<ul style="list-style-type: none"> • This role should attend RingCentral agent training.
Contact Center Managers and Agent Administrators and Trainers	<ul style="list-style-type: none"> • Responsible for administering user in RingCentral Contact Center application, and setting security profiles as access. Responsible for managing contact center KPIs and performance reporting. Responsible for training agents on new platform. This role should attend training on Central reporting.
API Development Resource(s)*	<ul style="list-style-type: none"> • Responsible for assisting RingCentral with API integration with any scoped third-party solution including CRM, Payment System, Database, etc.
Workforce Optimization Administrator(s)*	<ul style="list-style-type: none"> • Responsible for WFM and WFO requirements and application set up. Should attend WFM enablement sessions to gain training necessary to set up application.

Title	Project Role
IVR Prompt Creators, Administrator(s)*	<ul style="list-style-type: none"> • Role responsible for creating content and managing updates of prompts. This role should get training in Studio to update prompts.
Dialer Campaign Administrators(s)*	<ul style="list-style-type: none"> • Responsible for creating dialer campaigns and assigning them to agents. This includes management of lists to be called.
Call Flow Scripting - Technical*	<ul style="list-style-type: none"> • Responsible for updating scripts in Studio. This role should attend Studio training.
Customer Survey Administrator(s)*	<ul style="list-style-type: none"> • Responsible for creating and maintaining surveys to customers.

**Only as applicable to project.*

Transition Governance

RingCentral utilizes logical steps in its migration and implementation process to avoid any downtime, assuming all customer requirements are fulfilled during the process as discussed in the Planning and Design phase of the project.

Change can be challenging and moving your phone system to a new platform is a significant change. It is critical that your solution provider has a defined, comprehensive, and proven process for delivering successful implementations, with minimal disruption to your business. To that end, RingCentral Professional Services helps you optimize your investment in RingCentral. Through our portfolio of services, RingCentral Professional Services enables you to reduce infrastructure costs while establishing a framework to drive employee efficiency and accelerate business performance.

At the introductory meeting, we introduce your team to your RingCentral Implementation Success Team—where we will have a high-level discussion of your project, and set expectations with respect to project lifecycle, and implementation plan, as well as schedule discovery and design calls.

The RingCentral Professional Services Advisor conducts a comprehensive analysis of your telephony requirements to understand your processes and needs, for example, unique call routing, and remote employee scenarios.

The RingCentral team then prepares a Project Plan which is approved by the Client. This plan defines the services and deliverables, expectations and processes, and RingCentral and Client responsibilities towards a successful implementation. This document reduces uncertainty and transition risks, by providing you a clear blueprint and road map, with clear lines of communication and expectations on both sides. To ensure the highest quality of service, the RingCentral team provides your IT department with all necessary information regarding Internet connectivity, capacity, and VoIP quality (QoS).

Our Professional Services consultants are experts in the communications industry, with deep cloud technology-domain knowledge. They are adept at proposing breakthrough recommendations that are most applicable to your situation. They will be with you every step of the way to ensure a smooth transition with zero downtime.

The RingCentral implementation process addresses every aspect of a successful deployment to keep the migration on track. This is no cookie-cutter template: We customize the implementation to your specific business needs and your timeline.

RingCentral deploys the new system congruently with existing systems to eliminate service disruption, allowing both systems to operate side by side. Once deployed, systems are scrutinized and tested. Once testing is completed, all administrators, IT staff, and users are trained, and the number porting process can begin.

Network Assessment

Part of the implementation package is to perform a detailed network assessment using a software-based probe that will collect data for a week, in order to gather enough data points to make an accurate assessment. These results are shared with the customer. RingCentral assesses the current network configuration and makes data driven recommendations about possible configuration changes. This list includes a review of physical connections, existing hardware, hardware configurations (including firmware, VLANs and router settings), and a Network Voice Readiness Assessment.

RingCentral Professional Services uses VisualWare to perform Network Readiness Assessments to qualify a customer's network for RingCentral applications. A satellite is placed on the customer's internal network, preferably on the Voice VLAN, if one exists. The customer satellite communicates to satellites in RingCentral Data Centers. The customer satellite will initiate a connection to the configuration/data collection server at mcs.rcproserv.org to receive test configuration data, and to report statistics of tests that have been executed.

A single assessment is provided with each project, but additional assessments can be added to the initial scope or via change management during the project.

Testing and Quality Assurance

Near the end of the implementation process, our implementation team will build all of the call flows, including any required integrations, and encourage joint client testing utilizing test telephone numbers. Typically, the testing process occurs during the final weeks of development.

Upon completion of testing, we will walk you through the complete installation and setup of your Business Unit. After the implementation is complete, comprehensive training may be provided based on the specific training that has been purchased.

Once deployed, systems are scrutinized and tested. RingCentral provides a sandbox environment alongside production environments which allow testing and optimization to take place without impacting the existing auto attendant and IVR. We will thoroughly test the solution from top to bottom in a test environment, as well as in the live setting upon cutover, providing technicians and floor walkers as needed to refine and address issues.

RingCentral provides level of effort to support both Quality Assurance (QA) and User Acceptance Testing (UAT) in the executed SOW. QA testing is traditionally delivered remotely, in partnership with the customer development or IT resources, to review the core business function against the designed solution, review basic feature/functionality against the designed request, and ensures proper use cases are accepted. Once QA is successfully completed, RingCentral will turn the solution over to the customer to execute their UAT plan and provide guidance and support where needed/necessary.

Applications potentially included in the scope include:

- RingCentral Office
- RingCentral Contact Centre ACD routing
- Omni-channel integration (email, chat, etc.)
- Speech Recognition
- Callback in queue
- Automated outbound dialer
- Workforce Optimization Suite
- Quality Monitoring/Screen Recording
- Workforce Management

Each application will include standalone testing as an individual application prior to integration testing, with all related applications via QA and UAT prior to acceptance and go-live.

Test results are provided to the customer for retention and storage after QA and throughout UAT.

Load testing is completed on the RingCentral Enterprise rather than on the individual business unit. Inbound circuits are not specific to the customer, but rather a tenant in a cluster, and as such load testing is Not Applicable as the customer is sharing resources. Network bandwidth requirements are provided to the customer and a network probe is placed on the customer network to gather traffic information to analyze WAN details for RingCentral to review for corrections or recommendations. Load testing to the customer network is available, but additional information and details are required prior to scoping.

Training Overview

RingCentral offers comprehensive training that includes both “train the trainer”, as well as “end user” training. Over the course of the deployment, users receive training for managing their own systems, including their personal greetings, hold music, call forwarding, and call screening. In our experience, users welcome the chance to manage their own settings through easy-to-use web forms from their desktop computers or even their smartphones.

RingCentral can provide onsite and virtual training as required by your users and administrators, ensuring comfort with the system before moving to full operation. RingCentral will work with you to develop a custom scope of work to include pre-cutover training, customer support, and post-installation training.

RingCentral will provide administrator and user start guides for all appropriate personnel along with the delivery and implementation of the new solution. Users and administrators will also have full access to RingCentral’s online support community and customer care center, <https://success.ringcentral.com/>, in which additional learning, documentation, and perpetual education about functionality and troubleshooting resides. RingCentral will also provide access to the RingCentral University which includes ongoing live and on-demand video trainings, self-paced courses and training materials. Customers can customize self-paced training plans in the RingCentral LMS, and keep track of training requirements for compliance.

The primary approach will be to “train the trainer”. Conducted in the first four weeks of setup, RingCentral will build out the system with the trainers in close contact. They will be highly exposed to the system before the go-live date. This will be conducted in three to four sessions via web conference. To train all users on the functionality and features that apply to the individual, it is recommended to designate a specific web training to go over the setup of their unique extension, soft phone, and mobile application, so they are well informed and capable of customizing their presence on the system prior to the go-live date.

RingCentral provides a substantial catalog of continued education for our customers to consume at their pace. The catalog includes both web-based training sessions and onsite multi-day sessions to meet the broad range of customer needs and requirements, subject to an additional fee. Every user subscription includes access to the online catalog of pre-recorded training classes covering a multitude of options for users and administrators to continue to hone their skills and increase adoption and usability of the platform. Additionally, RingCentral will work with the customer to review their specific needs and can create custom agenda and curriculum to meet those requirements, at an additional cost. We provide manuals, training materials, and phone, chat, and case support to all users, in addition to our online help center. Additionally, users and admins are able to participate in the RingCentral Community, and find all the resources they need for nearly any issue.

All provided training services must be scoped into the Statement of Work (SOW) prior to contracting with Professional Services. The SOW once final, will detail training locations, hours, and other relevant information. We will need scheduling, contact information, and other logistical assistance from you in order to ensure all staff are adequately trained.

RingCentral Office

- **Administrator Training** – Three to four remote sessions once the client portal has been built. Reviews high level functionality including MACDs and call flow, to granular details like advanced rules, as well as roles and permissions. Training sessions are conducted by PS Trainer or Project Manager in advance of the first deployment.
- **End User Training Remote** – Focused around the features/functionality required from Day 1. Typical training sessions are an hour in length, to include Q&A. Several sessions are scheduled in advance of site go-live to capture as many users as possible.

- End User Training Onsite – Two to three sessions, scheduled in advance, prior to the port. Focused on the features and functions required from Day 1, to ensure adoption.
- Executive Trainings Onsite – Fifteen to 20-minute one on one sessions with senior leadership and Executive Assistants to provide focused feature/function training, plus completing personal settings so those users are ready to go when the port takes place.
- Administrative Review Onsite – Once the port has taken place and the system is functioning live, final details are reviewed to ensure proper build out of call flows, groups, and settings, before site sign off.

RingCentral Contact Center

- Administrator Training – RingCentral training resource to provide an overview of the Central and Studio applications to help the Customer facilitate the day-to-day operations of the Contact Center.
- Agent Training Remote – Focused around the features/functionality required from Day 1. Typical training sessions are an hour in length, to include Q&A. Training included for Contact Center agents is “train the trainer” to a subset of the user population.
- Supervisor Training Remote – Focused on Day 2 analytics and reporting for the operations of the Contact Center. This includes features for monitor, barge, coaching, etc.
- Agent Training Onsite (optional) – RingCentral training at the Customer facility to provide instructor-led agent and supervisor training to local resources. Implementation Manager would stay for go-live and help with any floor walking and questions pertinent to the Contact Center.

Additional training sessions are available at an additional cost. Some examples include:

- Advanced IVR Scripting training
- Scripting integration with multi-media
- Scripting integration with Web Interactions
- Outbound dialer training
- Workforce Optimization
 - Workforce Management
 - Quality Monitoring
 - Analytics

After Implementation

RingCentral will also provide you access to the RingCentral University which includes ongoing live and on-demand video trainings, self-paced courses, and additional training materials. You can customize self-paced training plans in the RingCentral LMS, and keep track of training requirements for compliance. The RingCentral Customer Success Manager aligned to you can help plan, coordinate and schedule ongoing customized training programs, both onsite and remote, at no additional costs, to help continue to drive adoption after the initial implementation period has been completed. Additional formal training classes are available from the Professional Services product catalog, at an additional cost.

End User Adoption

RingCentral Office and Contact Center both strive to ensure a high success rate for adoption and usability for the end users and agents.

On the RC Office side, that begins during the Planning and Design stage to assign users to "profiles" for similar functionality and usage. This leads to targeted training for end users on the functions and

responsibilities most closely tied to their role in the organization. For example, the functional training provided to a billing/accounting resource is different from the training provided to an executive administrator.

On the CC side, the training provided has a layered approach with one session building upon the next. The CC training starts with providing online pre-recorded general training classes. This serves as the foundation for the agent interface, basic usage, and supervisor functions. The next step is providing remote guided training sessions which target the functionality the agent, supervisor, and administrators will use in their daily operations. This is provided remotely via RC Meetings and recorded for the customer to use for reference back, or future onboarding. The last step, which is an optional charge, is onsite training. In this session, the RC trainer will visit the customer location and provide hands on training for the agents, supervisors, and administrators, to further reinforce the features, functionality, and usage of the new solution. Additional sessions are available after go-live, as well as continued education provided at no additional cost, via the University page for online education.

Project Deliverables

Ring Central will complete the following Deliverables:

- BRD checklists for both RingCentral Office and Contact Center;
- PMI based project plan (Gantt chart);
- LOA (letter of authorization) for porting;
- Site network readiness;
- Site implementation completion form;
- Customer readiness report card; and
- Final project sign-off.

Other documents which might be required and delivered would be branded user guides, training videos, and others. These items can be discussed during discussions to define scope of work.

General Assumptions

RingCentral assumes and expects the customer will provide information and support needed to help deploy and implement the RingCentral solutions. These include joining weekly project calls, documentation (CSRs, LOAs, etc.), and any other internal resources to ensure the project is completed within the time frames and benchmarks agreed upon.

RingCentral's requirement of our customers is primarily informational. The more involvement from you, the smoother the transition will be.

- Network information (Router information, firewall information, switches, bandwidth etc.)
- Applicable network diagrams
- All user information
- For Porting:
 - A copy of a recent phone bill
 - Service address
 - Company names
 - Main billing number
 - Phone numbers
 - Authorized end user information
 - Account number and PIN

Risk Management

The RingCentral Project Manager (PM) will maintain and publish a project risk log. Risks to the project schedule will be identified and communicated to the project team and tracked. Impacts to the schedule will be managed through the change control process to document issue, root cause, and impact to the project. Early identification and communication regarding project risks are critical to the overall success of the project.

Throughout the Planning and Design stage, the PM and Specific Point of Contact (SPOC) track key milestones and deliverables against the baseline project plan, address and track any identified risks in the risk register, and provide status updates to stakeholders via agreed upon dashboard and cadence meetings.

Risk is considered as part of our RAID methodology. With our qualified Project Management team, we engage with our customers at the outset of all projects to understand the key requirements and deliverables required to ensure we deploy what is required within the deadlines given of any project. A project kick-off call is commenced within a few weeks of contract signature to kick the project off, soon followed by a detailed planning session, and then weekly calls to ensure the project is on track.

Risks to the project will be documented in the Project Risk Log. Any impact to the schedule will be clearly communicated and escalated in order to meet the customer's target date. Please see below some common risks and concerns we address during Planning and Design stage:

- Porting the customer's numbers is an external risk that can make or break the success of any project. RingCentral submits the port requests early to ensure that even with potential rejections, the timeline stays on track.
- Maintaining the project timeline is critical as it relates to scheduling resources, both internally and for onsite support. Clear timelines will ensure all stakeholders have visibility when sites are going live, and that the necessary RingCentral and Customer resources are available.
- Project success often hinges on driving adoption across your end users. Training provides that aspect of the project. RingCentral has a team—RingCentral University—of trained professionals who cater specifically to adult users who can be resistant to change. Training is provided both remotely via webinars and onsite (optional) if included in scope.
- Client data collection early in the project requires client involvement to provide the necessary user, call routing, and porting documentation. The speed and accuracy of this data will determine how quickly the portal can be built, and when the ports can be scheduled.

Project Schedule - Risk and Mitigation				
Monitoring and Controlling				
Initiating		Planning		Executing
Closing				
Risk	Initiating		Planning	
	Closing			
Mitigation	Initiating		Planning	
	Closing			
Risk	<ul style="list-style-type: none"> •Delay in External Kickoff •Resource availability 		<ul style="list-style-type: none"> •Network: Delay in Network Readiness Assessment (NRA) •Data Collection: Customer Data Collection (User, Call Flow, Telephone Number Port) •Delays in returning the information •Accuracy of the data •Changes to the data 	
	<ul style="list-style-type: none"> •UAT: Successful Functional and User Acceptance Testing •Porting: Misaligned expectations, missing customer data •Training: Missing out on customer training opportunities •Go-Live Readiness: Lack of comprehensive on-site planning 		<ul style="list-style-type: none"> •Project Completion: Delay in completion of punch list items 	
Mitigation	<ul style="list-style-type: none"> •Delay in External Kickoff: Prepare resources for project as early as possible •Resource Availability: Create a proper resource plan/assignment of tasks. Be vocal about potential bandwidth concerns during kickoff 		<ul style="list-style-type: none"> •Network: Prioritize Network Readiness, familiarize and get started early on: <u>Review & Implement Network Requirements and Recommendations</u> •Data Collection - Delays: Begin customer data collection process as early as possible •Data Collection - Accuracy: Perform quality check for data accuracy •Data Collection - Changes: Regularly check for potential changes 	
	<ul style="list-style-type: none"> •UAT: Customer priority and participation •Porting: Understand Rejection Process, Timelines, Customer Responsibilities, Customer to Provide required documentation early (LOA, list of Numbers) •Porting: Confirm ability to forward existing numbers from Carrier or PBX to RingCentral platform. •Training: Review training plans as early as possible, include key stakeholders. •Training: Review training offerings at RingCentral University •Go-Live Readiness: Align on on-site Strategy, Review On-Site Agenda 		<ul style="list-style-type: none"> •Project Completion: List Punch list items early in Project Life-cycle, track and clear in PM Tool 	

Global Services & Support Team of 110



Alabama EDU Purchasing

As of 2022-02-02 13:53:20 Pacific Standard Time/PST 6.3 Appendix C - EXAMPLE RingCentral Quarterly Usage Report

Account Name ↑	Opportunity Name ↑	Product: Product Name ↑	Sample Line Item Total	Record Count
XYZ COLLEGE	XYZ COLLEGE	Additional Local Number	179.64	1
		Additional Toll-Free Number	41.92	1
		Compliance and Administrative Cost Recovery Fee	4830	1
		DID	0	2
		DigitalLine	0	1
		DigitalLine Unlimited	19200	1
		DL Basic	1888.74	1
		e911 Service Fee	1380	1
		Main Local Fax Number	0	1
		Main Local Number	0	1
		RingCentral for Desktop	0	1
		RingCentral Meet	0	1
		Subscription	0	1
		Subtotal	27520.3	14
		Subtotal	27520.3	14
EDUCATION SERVICE DEPT	EDUCATION SERVICE DEPT	Compliance and Administrative Cost Recovery Fee	11760	1
		DID	0	2
		DigitalLine	0	1
		DigitalLine Unlimited	39970.54	1
		DL Basic	1356.3	1
		e911 Service Fee	3360	1
		Existing Phone	0	1
		Main Local Fax Number	0	1
		Main Local Number	0	1
		Subscription	0	1
		Subtotal	56446.84	11
		Subtotal	56446.84	11
UNIVERISTY XYZ	UNIVERSITY XYZ	Additional Local Number	1188	1
		Cloud Recording Storage Overage	6	1
		Compliance and Administrative Cost Recovery Fee	42	2
		DID	0	2
		DigitalLine	0	1
		DigitalLine Unlimited	345.5	1
		DL Basic	143.9	1
		e911 Service Fee	12	2
		Extended Enterprise Support - Silver Tier - MVP	12000	1
		Free DL	0	1
		Main Local Number	0	1
		Mobile User	412.7	1
		Subscription	0	1
		Subtotal	14150.1	16
		Subtotal	14150.1	16
COLLEGE	COLLEGE	20,000 minute TF bundle	4200	1
		Additional Local Number	11.88	1
		Additional Toll-Free Number	11.88	1
		Compliance and Administrative Cost Recovery Fee	7098	1
		DID	0	2
		DigitalLine	0	1
		Subtotal	49145.4	15
		Subtotal	49145.4	15
COLLEGE	COLLEGE	Additional Local Number	501.48	1
		Cloud Recording Storage Overage	0.5	1
		Compliance and Administrative Cost Recovery Fee	2772	2
		DID	0	1
		DigitalLine	0	1
		Subtotal	31563.76	23
		Subtotal	31563.76	23
COLLEGE	COLLEGE	Additional Local Number	399.84	1
		Cloud Recording Storage Overage	6	1
		Mobile User	191.88	1
		Polycom OBi302 ATA - Rental	1004.64	1
		Polycom VVX250 Business IP Phone - Rental	5616	1
		Polycom VVX450 Business IP Phone with 1 Expansion Module - Rental	576	1
		Subscription	0	1
		Subtotal	8549.04	17
		Subtotal	8549.04	17
COLLEGE	COLLEGE	Additional Local Number	71280	1
		Cloud Recording Storage Overage	0	1
		Compliance and Administrative Cost Recovery Fee	36	2
		DID	0	1
		DigitalLine	0	1
		DigitalLine Unlimited	186	1
		e911 Service Fee	12	1
		Main Local Number	0	1
		Mobile User	186	1
		Subscription	0	1
		Subtotal	71700	11
		Subtotal	71700	11
COLLEGE	COLLEGE	Additional Local Number	1284	1
		Compliance and Administrative Cost Recovery Fee	10710	1
		DID	0	2
		DigitalLine	0	1
		DL Basic	3147	1
		Main Local Fax Number	0	1
		Main Local Number	0	1
		Polycom VVX450 Business IP Phone - Rental	5748	1
		RingCentral for Desktop	0	1
		RingCentral Meet	0	1
		Subscription	0	1
		Subtotal	73716.84	14
		Subtotal	73716.84	14

Subtotal			73716.84	14
COLLEGE	COLLEGE	Cloud Recording Storage Overage	6	1
		Compliance and Administrative Cost Recovery Fee	1584	2
		DID	0	1
		DigitalLine	0	1
		DigitalLine Unlimited	9421.43	1
		e911 Service Fee	396	1
		Main Local Number	0	1
		Mobile User	329.14	1
		Polycom IP 5000 Conference Phone - Rental	326.4	1
		Polycom VVX250 Business IP Phone - Rental	57.5	1
		Polycom VVX450 Business IP Phone with 1 Expansion Module - Re	153.6	1
		Subscription	0	1
	Subtotal		12274.07	13
Subtotal			12274.07	13
COLLEGE	COLLEGE	Compliance and Administrative Cost Recovery Fee	1680	1
		DID	0	1
		DigitalLine	0	1
		DigitalLine Unlimited	6717.6	1
		e911 Service Fee	420	1
		Main Local Fax Number	0	1
		Main Local Number	0	1
		Polycom IP 5000 Conference Phone - Rental	326.4	1
		Polycom OBi302 ATA - Rental	230.4	1
		Polycom VVX250 Business IP Phone - Rental	57.5	1
		Polycom VVX450 Business IP Phone with 1 Expansion Module - Re	153.6	1
		RingCentral Meet	0	1
		Subscription	0	1
	Subtotal		9585.5	13
	COLLEGE	Additional Local Number	59.88	1
		Cloud Recording Storage Overage	6	1
		Compliance and Administrative Cost Recovery Fee	48	1
		DID	0	1
		DigitalLine	0	1
		DigitalLine Unlimited	268.74	1
		e911 Service Fee	12	1
		Main Local Number	0	1
		Mobile User	335.95	1
		Polycom VVX250 Business IP Phone - Rental	1897.63	1
	Subtotal		2628.2	11
Subtotal			12213.7	24
COLLEGE	COLLEGE	Additional Local Number	550.9	1
		Compliance and Administrative Cost Recovery Fee	13020	1
		DID	0	2
		DigitalLine	0	1
		DigitalLine Unlimited	34197.64	1
		DL Basic	1439.04	1
		e911 Service Fee	3720	1
		Main Local Fax Number	0	1
		Main Local Number	0	1
		Subscription	0	1
	Subtotal		52951.53	14
Subtotal			52951.53	14
Total			410231.58	172

References for Alabama Community College System RFB

Important:

As a matter of corporate policy, and to protect our references, as well as a matter of consideration for our valued customers, RingCentral does not provide reference contact information in a RFP response. We can guarantee this same level of respect and privacy for "customer name" should you select RingCentral as your vendor of choice.

Reference 1:

Organization: Pennsylvania Highlands Community College

Contact: Matt Hoffman - CIO

Description of service: Updated antiquated onprem system to better serve the needs of faculty and community for transition to a flexible and remote workforce. Ability for faculty to community with students without sharing their personal numbers. Also, bringing the ability to make calls, meetings, videos, messaging from a single platform, wherever they are.

Public Case Study:

<https://www.ringcentral.com/whyringcentral/casestudies/pennsylvania-highlands-community-college.html>

Reference 2:

Organization: Teachers College Columbia University

Contact: Naveed Husain - CIO

Description of service: Update antiquated system to better serve the needs of a flexible workforce. Google integration and compatibility. A unified cloud based system supported mobility and improved campus safety. The system enabled the college to be agile in IT administration and growth.

Public Case Study:

https://www.ringcentral.com/whyringcentral/casestudies/teachers_college.html

Reference 3:

Organization: Texas Christian University

Contact: Travis Cook - Executive Director of Telecommunications

Joshua tooley - Director of IT Support

Description of service: Update antiquated system to better serve the needs of a flexible workforce. The unified communication system moved away from staff being tied to desk phones, to a remote ready university. The unified cloud system enabled employees to use their work number from their personal phones and enabled messaging, phone, video, and SMS from their device. SMS and group messaging allows faculty not to share their personal numbers and be able to message students and colleagues when needed. RingCentral also improved customer -support with RingCentral Contact Center by easily spinning up help desks and allowing contact center agents to work from anywhere. RingCentral reporting gave visibility into call-queue teams and gave valuable data points to improve service.

Public Case Study:

<https://www.ringcentral.com/whyringcentral/casestudies/texas-christian-university.html>



MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature on the Order Form ("**Effective Date**") and made between:

Alabama Community College System or any other eligible entity ("Customer") set out on the Order Form

Address:

135 S Union St
Montgomery, AL 36104

RingCentral, Inc. ("RingCentral")

Address:

20 Davis Drive
Belmont, CA 94002

RingCentral and Customer are together referred to as the "Parties" and each individually as a "Party."

1. The Master Services Agreement ("**Agreement**") consists of the terms and conditions contained herein, and any 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

Attachment A – RingCentral MVP Services

Attachment B – Professional Services Agreement

Attachment C – RingCentral Contact Center Services

Attachment D – Engage Digital Services

Attachment E – Engage Voice Services

Attachment F – RingCentral Video Pro

Attachment G – Service Level Agreement for MVP Services

Attachment H – Service Level Agreement for Contact Center Services

Attachment I – Security Addendum

Attachment J – Data Processing Addendum

Attachment K – Business Associate Agreement

Attachment L – Public Sector Entity's Terms & Conditions Required by Statute

THE PARTIES AGREE AS FOLLOWS:

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 and invoicing for those 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. 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>, and
 - ii. Rental: <http://www.ringcentral.com/legal/lease-rental.html>.
- C. 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.

- D. 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, the term recurring Services will automatically renew for successive periods as set forth in the initial Order Form (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 (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal 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. Invoicing and Payment.** Invoices 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 invoiced 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. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.
- 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 Helpdesk Support to Customer’s End Users. RingCentral may require Customer’s Helpdesk Support personnel to complete a designated series of training courses on RingCentral’s Services. Such training will be provided to Customer online in English at no cost.
 - ii. RingCentral will make remote support available to Customer’s Helpdesk Support personnel and/or Account Administrators via the 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. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.
 - iii. Customer may open a case with Customer Care following the process in place at the time. 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 applicable authentication protocols.
- 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.

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 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 of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.
- 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 Customer Care 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 Policy.** 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.
- 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 otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (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

- i.** 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.
- ii.** Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, 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 (including the Software), 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 RingCentral's Data Processing Addendum, available at <https://www.ringcentral.com/legal/dpa.html>, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws 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), organizational, 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. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

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 (LIABILITY CAPS) WILL NOT APPLY TO:

- i. FEES OWED BY CUSTOMER
- 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
- iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY
- v. EITHER 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.

11. Indemnification

A. Indemnification by RingCentral

- i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a **"Third Party Claim"**) to the extent such Third Party Claim arises out of or alleges that:
 - a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent 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 unless any of the foregoing are necessary for the proper operation of the Services; (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 free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.
- iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, 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 to use the Services. 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 (a **"Discontinued Component"**), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. 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.** To the extent permitted by the laws and the constitution of the jurisdiction of Customer, Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

- C. Defense and Indemnification Procedures.** Any Party seeking indemnification under this Section 11 (the **"Indemnified Party"**) shall provide the Party from which it seeks such indemnification (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 (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) 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 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure.

The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

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 by or on behalf of RingCentral.
- B. **Customer Warranty.** Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement. Further, when Customer's subscription for Services exceeds one (1) fiscal year, Customer warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s).
- 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. **Governing Law.** Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of AL, without regard to its choice of law rules, and the parties agree to submit to the jurisdiction of, and venue in, the courts in that state. 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.
- B. **Good Faith Attempt to Settle Disputes.** In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.
- C. **Equitable Relief.** Any breach of either Party's IP Rights may 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 addition to any other relief to which such Party may be entitled under applicable Law.

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 a 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.

- 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. 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.
- H. 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.
- I. 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.
- J. Entire Agreement.** The Agreement, together with any exhibits, Order Forms, Use Policies, 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. RingCentral expressly rejects in their entirety any additional or conflicting terms or conditions contained in Customer purchase order, or similar Customer document, which the Parties agree are solely for the Customer's convenience.
- K. 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 Attachment; (iii) the main body of this Agreement; (iv) Use Policies incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.
- Q. 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.
- R. Family Education Rights and Privacy Act (FERPA).** Customer Content when in-transit on the RingCentral Network and when at-rest within RingCentral Data Centers may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement.

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, or permissions.
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 and the terms and conditions contained therein 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 Care”** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **“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.
11. **“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.
12. **“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.
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 Support”** shall mean the performance of the following tasks:
 - Standard feature/functionality (“how to”) support for End Users (i.e. call forwarding, voice mail set-up, etc.).
 - Standard management of the Admin Interface within the product.
 - Support all moves, adds, changes, and deletes of employees.
17. **“Indemnifiable Amounts”** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party’s or its Affiliates’ attorneys’ fees and related expenses.
18. **“Indemnifying Party”** and **“Indemnified Party”** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **“Initial Term”** has the meaning set forth in Section 2(D) (Services Term).

20. **“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, reissues and extensions of the foregoing (as applicable).
21. **“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.
22. **“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.
23. **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.
24. **“Renewal Term”** has the meaning set forth in Section 2(D) (Services Term).
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, 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) (Use Policies).

ATTACHMENT A

SERVICE ATTACHMENT - RINGCENTRAL MVP SERVICES

Please note that RingCentral Office is now RingCentral MVP. All references to “RingCentral Office,” whether in terms of service, advertising, or product descriptions, mean “RingCentral MVP”.

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 to the Customer the RingCentral MVP Services as described under the applicable Order Form.

1. Service Overview

RingCentral MVP is a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

RingCentral MVP includes

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, and other innovative tools

RingCentral MVP 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. RingCentral MVP Purchase Plans

A. Tiers of Service. RingCentral MVP voice 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. 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 other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, 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 and agrees 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.

- A. **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.
- B. **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 MVP.** RingCentral Global MVP provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global MVP is available. Additional information related to Global MVP 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 MVP for customers that subscribe to it.
- A. **Emergency Service Limitations for Global MVP.** RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global MVP is available, allowing End Users in most countries to access Emergency Services (911 in the United States and Canada, 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 MVP 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 MVP Provided Only in Connection with Home Country Service.** RingCentral provides Global MVP Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global MVP Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global MVP 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 MVP 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 MVP 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 MVP telephone number(s), by connecting with the local public switched telephone network. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer's behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services.
6. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.
7. **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. **"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.
- B. **"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.
- C. **"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.
- D. **"External Calls"** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
- E. **"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 milestones, 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 exceeds the requirements set forth in the Statement of Work and in “RingCentral VoIP Network Requirements and Recommendations” which can be 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 End 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 Service’s bulk configuration utility).
 - ii. Written or illustrated diagrams of Customer’s current and proposed dial plans and data and call flows.
 - 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 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, 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, Acceptance of the Project Phase will be deemed to have been occurred.
- 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 to have occurred 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 the then-current T&M Services hourly rate.

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. Enterprise Support

As part of the Professional Services provided, Customer may purchase Enterprise Support services from RingCentral for use with the Services. The terms and conditions that govern the Enterprise Support can be found at: <https://www.ringcentral.com/legal/enterprise-service-attachment.html>.

9. 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.
 - 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 of the applicable SOW. If termination occurs after one hundred and eighty (180) days of execution of the applicable SOW, Customer shall owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, 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.

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 to the Customer the RingCentral Contact Center Services as described under the applicable Order Form.

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

Starting at the Start Date set forth in the Order Form and until the end of the Term, You agree to pay for: a) 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, regardless of the number of Seats being used; b) the fees for the number of licenses set forth in the Contact Center Services Order; any additional fees set forth in the Contact Center Order form; and c) Usage, including overages related to data storage, ports or minutes (e.g. local, long-distance, international, and toll-free) charges, and any other applicable charges.

B. Adding New Contact Center Contract Seats

You may add CC Contract Seats at any time either 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.

C. 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 billed for any On-Demand CC Seat 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 On-Demand CC 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 and the impact on billable amounts 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 EMERGENCY 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 EMERGENCY CALLS.**
- B. Customer 911 Emergency 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. Custom Storage Election

Customer may elect to include Custom Storage as part of their Contact Center Services, enabling Customer to store media files in their own S3 Bucket instead of the default Cloud Storage Bucket.

Custom Storage is subject to these limitations and conditions:

- These conditions apply at the Business Unit level with no tailored permissions applied to individuals or groups
- All recordings must be played directly on the RingCentral Contact Center platform
- A minimum of one RingCentral Contact Center Seat license must be retained at all times to access and play recordings from the S3 Bucket
- Files cannot be played directly from S3 Bucket
- There is no bulk export option for any recordings from S3 Bucket
- There are no custom file naming conventions
- All files are encrypted within the client provided S3 Bucket
- There is no error checking between RingCentral Contact Center and Amazon S3
- There is no defined timetable for Time to Live (TTL) at this time
- There is no migration of recordings from previous storage solutions to Custom Storage
- Encrypted files cannot be moved to another S3 Bucket
- Changes made to the S3 Bucket will disable the ability to listen to recordings through RingCentral Contact Center platform
- Custom Storage is deployable via template method only, and deviation from the deployed template is not supported. This includes, but is not limited to:
 - Changing security profile and settings
 - Changing any coding to target different Buckets
 - Changing of any file names (this may be redundant)

6. 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. **“Cloud Storage”** means storage of data or call recordings within the RingCentral Contact Center Platform, or a RingCentral Contact Center Internal File Transfer Protocol server. Recordings may then be accessed through the RingCentral Contact Center Platform, and Time to Live may be set up to delete recordings after a certain number of days.
- B. **“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.
- C. **“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
- D. **“Custom Storage”** means a public cloud storage resource available through a third-party provider, in which Customer data will be stored in an S3 Bucket.
- E. **“S3 Bucket”** means a series of file folders used to store objects consisting of data and its descriptive metadata.
- F. **“Seat”** means a license for a single named person or concurrent users that use the Contact Center Services.
- G. **“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.
- H. **“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.

ATTACHMENT D

SERVICE ATTACHMENT - RINGCENTRAL ENGAGE DIGITAL 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 Engage Digital 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. Capitalized terms that are not defined herein have the definition provided in the Master Services Agreement.

1. Service Overview

RingCentral's “**Engage Digital Services**” is a cloud-based omnichannel communications platform that receives, routes, replies and displays inbound and outbound messages from digital channels and is comprised of the following components: a customer interaction management platform that unifies all customer-facing communication channels (including communities, email, SMS, website, mobile app, chat and social media communications) using a process workflow, archives questions and answers, forwards questions manually or automatically to the right groups of experts, and supervises a team's work through statistics.

2. Billing and Payment

A. Billing

Starting at the Start Date set forth in the Order Form and until the end of the Term, You agree to pay for : a) Engage Digital Services fees for at least the number of Seats set forth in the ED Order Form (as amended as permitted below) (an “**ED Contract Seat**”) based on the per-seat pricing set forth in the ED Order Form (an “**ED Contract Seat Price**”), as amended from time to time, regardless of the number of Seats being used; b) any Usage fees and c) any additional fees set forth in the ED Order Form, including fees for newly added ED Contract Seats as set forth below.

B. Adding New Engage Digital Contract Seats

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

C. Adding On-Demand Engage Digital Seats

At any time, You may utilize additional Seats with your Engage Digital Services on an as-needed basis (each, an “**On-Demand ED Seat**”). You will be billed for the On-Demand ED Seat at the rate of the ED Contract Seat Price plus twenty dollars (\$20) per month per Seat (the “**On-Demand ED Price**”) until You remove this On-Demand ED Seat from Your Engage Digital Services subscription (which You may do at any time in your discretion). Engage Digital Services fees for any On-Demand ED 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 ED Seats used within such billing period. Fees for other Engage Digital Service licenses may be billed at the price set forth in the ED Order Form.

3. Engage Digital Services, Settings, and Modifications

The settings and preferences for your Engage Digital Services, including without limitation, user rights, user skills, and permissions; routing, points of contact, scripts; registration information; and activation of On-Demand ED 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 Engage Digital Services. The Customer will be solely responsible for the acts or omissions and the impact on billable amounts of the Account Administrators.

4. Use of Engage Digital Services

You acknowledge and agree that all use of the Engage Digital Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies in the Agreement. You acknowledge and agree that You are fully responsible and liable for all use of the Engage Digital Services, any software used in conjunction with the Engage Digital 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 Engage Digital Services shall be subject to the following terms:

A. Use of the Software Service

The use of the Engage Digital Services is strictly limited to the following: (i) to access, read and reply to incoming messages; (ii) to supervise, analyze and use incoming messages; and (iii) to collect, manage and process the Customer Content.

B. Access and Codes

Customer's End Users will be provided with personal access codes (username and password) and must keep those codes strictly confidential. Those End Users are responsible for protecting their access codes and undertake not to disclose them to any person. If a Customer End User becomes aware of a breach of confidentiality (accidental disclosure (loss, theft etc.) or deliberate disclosure), the Customer shall immediately email RingCentral at security.paris@ringcentral.com. If that breach of confidentiality leads to a personal data breach, Customer shall inform RingCentral without undue delay after becoming aware

thereof. Whenever a Customer End User is authenticated using Secure Access and a password, the holder of the Secure Access used will be irrefutably presumed to have carried out the transactions performed using that Secure Access.

C. Restrictions on Use

The Customer and Customer's End Users may not use the Engage Digital Services to:

- i. Store or transfer unlawful or fraudulent data or data infringing third-party rights.
 - ii. Store or transfer viruses or malware.
 - iii. Harm the integrity or performance of the data or the Engage Digital Services.
 - iv. Attempt to breach the restricted access policy.
 - v. Circumvent a contractual restriction on use.
 - vi. Copy all or part of the Engage Digital Services, including functionalities and interfaces.
 - vii. Copy documentation for an unauthorized use.
 - viii. Encapsulate or reproduce all or part of the Engage Digital Services unless formally authorized by RingCentral.
 - ix. Access or use the Engage Digital Services in an attempt to develop a competing product.
- or
- x. Attempt to reverse engineer the Engage Digital Services.

5. Disclaimer of Warranties

The Services is provided "as is" and that the RingCentral does not warrant any of the following, in any circumstances whatsoever: (i) that the Engage Digital Services is suitable for a specific need or the Customer's business operations; (ii) that the Engage Digital Services is able to perform the tasks or reach the targets or results set by the Customer; (iii) that there are no flaws in the Engage Digital Services; (iv) that the Engage Digital Services will be accessible without interruption; (v) that the data generated from the Connected Third-Party Services will be collected in a timely manner or that it will be complete; (vi) compliance with any legislation other than the legislation expressly stated; (vii) the existence, accuracy, quality, integrity, lawfulness, ownership or truthfulness of the data generated from the Connected Third-Party Services.

6. Suspension of Service

The RingCentral reserves the right to suspend access to the Engage Digital Services in the following cases: (i) non-compliance with these terms of use; (ii) if the Customer uses the Engage Digital Services in a manner that breaches the law (or if such a breach is imminent); (iii) if it triggers a spike of unusual traffic leading RingCentral to believe that the traffic is fraudulent or having a serious impact on the performance of the Engage Digital Services; (iv) if it is the target of a law prohibiting it from using the Engage Digital Services; or (v) if it fails to comply with the various orders to pay sent following a payment default. The provision of and access to the Service for such a Customer will resume as soon as the above-mentioned breach triggering the suspension of the Service has been cured.

7. 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. "Connected Third-Party Service"** means the community, social media or messaging platforms or any other independent communication service, from which data is collected by the Engage Digital Services.
- B. "ED Order Form"** 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 Engage Digital Services, including any additional products, services and functionality purchased by the Customer.
- C. "Seat"** means either: i) a named license based on the named persons that use the Engage Digital Services, or ii) a concurrent license based on the number of persons simultaneously using the Engage Digital Services.
- D. "Secure Access"** means a personal username/password combination granting access to an Administrator Account or an End User Account.
- E. "Usage"** means any charges incurred in connection with the use of Your ED Services, including the charges and products listed on the ED Order Form.

ATTACHMENT E

SERVICE ATTACHMENT - RINGCENTRAL ENGAGE VOICE 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 to the Customer the RingCentral Engage Voice Services as described under the applicable Order Form.

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 Engage Voice Services**” is a contact center solution consisting of inbound and outbound voice 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

Starting at the Start Date set forth in the Order Form and until the end of the Term, You agree to pay for: a) the Engage Voice Services fees for at least the number of Seats set forth in the Engage Voice Services Order (as amended as permitted below) (an “**EV Contract Seat**”) based on the per Seat pricing set forth in the Engage Voice Services Order (the “**EV Contract Seat Price**”), as amended from time to time, regardless of the number of Seats being used; b) any Usage (per minute) fees; c) any Subscription Packages set forth in the Engage Voice Services Order (e.g. Interactive Voice Response, minutes, international minutes); and d) any additional fees set forth in the Engage Voice Order Form.

B. Adding New Engage Voice Contract Seats

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

C. Adding On-Demand Engage Voice Seats

At any time, You may utilize additional Seats with your Engage Voice Services on an as-needed basis (each, an “**On-Demand EV Seat**”). You will be billed for any Engage Voice Services at the rate of the EV Contract Seat Price plus an overage charge per month per Seat (the “**On-Demand EV Price**”) until You remove this On-Demand EV Seat from Your Engage Voice Services subscription (which You may do at any time in your discretion). Engage Voice Services fees for any On-Demand EV 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 EV Seats used within such billing period. Fees for other Engage Voice Service licenses may be billed at the price set forth in the Engage Voice Order Form.

3. Engage Voice Services, Settings, and Modifications

A RingCentral MVP account is required to use the Engage Voice Services. The settings and preferences for your Engage Voice Services, including without limitation user rights, user skills, and permissions; routing, scripts; registration Information; and activation of On-Demand EV 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 Engage Voice Services. The Customer will be solely responsible for the acts or omissions and the impact on billable amounts of the Account Administrators.

4. Use of Engage Voice Services

You acknowledge and agree that all use of the Engage Voice Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies. You acknowledge and agree that You are fully responsible and liable for all use of the Engage Voice Services, any software or hardware used in conjunction with the Engage Voice 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 Engage Voice 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 ENGAGE VOICE SERVICES, AND NO 911 CALLING OR SMS OR OTHER MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE ENGAGE VOICE 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 Engage Voice Services or be present at the physical location where any the Engage Voice 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 Engage Voice 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.

- C. **Cardholder Data.** You acknowledge and agree that when using Engage Voice Services, You will not record Cardholder Data (“CHD”) as that term is defined by the PCI Data Security Standard. If You are required to receive CHD using the Engage Voice Services, You will pause any recordings or otherwise ensure that no CHD is being recorded or saved.

5. Compliance and Regulations

You disclaim and deny any reliance on any marketing materials relating to the Engage Voice Services with regard to Telephone Consumer Protection Act (“TCPA”) compliance and/or the Telemarketing Sales Rule. Any statements regarding the TCPA or other legal compliance are opinion only, and You are ultimately responsible for making your own determinations regarding the requirements of the TCPA and its applicability to the Engage Voice Services.

RingCentral shall not redesign or otherwise modify its Safe Dial product, including any relevant hardware or software, in a manner that would give it the capacity to dial randomly or sequentially generated numbers, function as a predictive dialer or dial numbers in any manner that does not require human intervention for each call.

6. 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. **“Engage Voice Materials”** means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the Engage Voice Services, including the components of each Subscription Package, if applicable, and any other features and functionality offered as part of the Engage Voice Services. The Engage Voice Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts, and training materials related to the Engage Voice Services.
- B. **“Engage Voice 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 Engage Voice Services, including any Subscription Package, and any additional products, services and functionality purchased by the Customer
- C. **“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. IVR-only packages do not include any services or restrictions related to Seats.
- D. **“Seat”** means either: i) a named license based on the named persons that use the Engage Voice Services, or ii) a concurrent license based on the number of persons simultaneously using the Engage Voice Services. Each Seat includes 2,000 minutes of IVR per month. Overages apply.
- E. **“Subscription Package”** is a set of Engage Voice Services features and applications, as further defined in the Engage Voice Materials, that could be ordered as a bundle.
- F. **“Usage”** means any charges incurred in connection with the use of Your Engage Voice Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, and any products listed on the Engage Voice Service Order Form.

ATTACHMENT F

SERVICE ATTACHMENT - RINGCENTRAL VIDEO PRO

This Service Attachment is a part of the Master Services Agreement that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Video Pro Services to Customer.

1. Service Overview

RingCentral Video Pro is a cloud-based video conferencing and collaboration service that includes screen and file sharing, messaging, and mobile applications.

RingCentral Video Pro includes

- video and audio conferencing, including screen sharing
- collaboration tools, including group chat, file sharing, task management, and other tools

RingCentral Video Pro may be accessed from a variety of user End Points, including Desktop Applications, Web Clients, Mobile Applications, and Software Integrations.

2. RingCentral Video Pro and RingCentral Video Pro+

RingCentral Video Pro is made available in different pricing and feature tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html#video>.

3. Voice Calling – External Calls

External calling is not generally available for RingCentral Video Pro End Users. Where External Calls to the PSTN are available for RingCentral Video Pro End Users (on Essentials and Advanced Tiers), such calling is available only for the purpose of adding participants to existing videoconferences.

Emergency Calling Services, such as 911, 99, 000, etc. are not available for RingCentral Video Pro End Users. RingCentral Video Pro End Users must have an alternative means for placing emergency calls available at all times.

RingCentral Video Pro does not support 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).

ATTACHMENT G
SERVICE LEVEL AGREEMENT FOR RINGCENTRAL MVP SERVICES

This Service Level Agreement for RingCentral MVP Services (the “**MVP 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 MVP Services.

1. Overview

RingCentral will maintain the following performance levels:

	Performance Level
Voice Services 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 MVP SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the MVP Service Attachment with a minimum twelve (12) month Term. This MVP 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

Service Availability = $[1 - ((\text{number of minutes of Down Time} \times \text{number of Impacted Users}) / (\text{total number users} \times \text{total number of minutes in a calendar month}))] \times 100$

Service 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 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

Where a single incident of Down Time affects MVP 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 MVP SLA will be calculated based on Customer's MVP 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 by opening a Support Case within twenty-four (24) hours of the conclusion of the applicable Down Time period.
- iii. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network.
- 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 Customer Care 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 Wi-Fi, 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 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 Customer 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 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 MVP 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.

6. Sole Remedy

The remedies available pursuant to this MVP 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 MVP 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 for MVP 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 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 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 Voice Services.
- D. **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for MVP 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 MVP 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, 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 for MVP 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 MVP 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 Support, to Customer Care via the designated Customer Care portal.
- K. **“Territory”** means those countries in which Customers subscribes to MVP or Global MVP Services.
- L. **“User-Equivalency”** means the calculation made by RingCentral to estimate the percentage of the Voice 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. **“Voice Services”** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

ATTACHMENT H

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 = $[1 - ((\text{number of minutes of Down Time} \times \text{number of impacted users}) / (\text{total number users} \times \text{total number of minutes in a calendar month}))] \times 100$

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

B. Calculation of Service Credits

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

- 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

- 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

Service Availability	Service Credits
< 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 by opening a Support Case within twenty-four (24) hours of the beginning of the applicable Down Time period.
- iii. Customer must submit a written request for Service Credits to Customer Care 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.
- 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.

6. 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.
 - 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.
 - 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.
 - 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, 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 Support, to Customer Care via the designated Customer Care portal.
- 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 I
RINGCENTRAL SECURITY ADDENDUM

1. Scope

This document describes the Information Security Measures (“**Measures**”) that RingCentral has in place when processing Protected Data through RingCentral Services.

2. Definitions

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

- A. “Ring Central Services”, or “Services”,** means services offered by RingCentral and acquired by the Customer.
- B. “Customer”** means the entity that entered into the Agreement with RingCentral.
- C. “Protected Data”** means Customer and partner data processed by RingCentral Services, as defined in the applicable RingCentral DPA or Agreement, including “personal data” and “personal information” as defined by applicable privacy laws, confidential data as defined in the Agreement, account data, configuration data, communication content including messages, voicemail, and video recording.
- D. “Agreement”** means the agreement in place between RingCentral and the Customer for the provision of the Services.
- E. “Personnel”** means RingCentral employees, contractors or subcontracted Professional Services staff.

3. Information Security Management

A. Security Program

RingCentral maintains a written information security program that:

- i. Includes documented policies or standards appropriate to govern the handling of Protected Data in compliance with the Agreement and with applicable law.
- ii. Is managed by a senior employee responsible for overseeing and implementing the program.
- iii. Includes administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of Protected Data.
- iv. Is appropriate to the nature, size, and complexity of RingCentral’s business operations.

B. Security Policy Management

RingCentral’s security policies, standards, and procedures:

- i. Align with information security established industry standards.
- ii. Are subject to ongoing review.
- iii. May be revised to reflect changes in industry best practices.

C. Risk Management

RingCentral:

- i. Performs cybersecurity risk assessments to identify threats to their business or operations at least annually.
- ii. Updates RingCentral policies, procedures and standards as needed to address threats to RingCentral’s business or operations.

4. Independent security assessments

A. External Audit

RingCentral:

- i. Uses qualified independent third-party auditors to perform security audits covering systems, environments, and networks where Protected Data is processed, including
 - a. SOC2 Type II
 - b. IES/ISO 27001.
- ii. maintains additional audits and compliance certifications as appropriate for RingCentral’s business and as identified at www.ringcentral.com/trust-center.html.

B. Distribution of Reports

Copies of relevant audit reports and certifications:

- i. Will be provided to Customer on request.

- ii. Are subject to Non-Disclosure Agreement.

C. Annual Risk Assessment Questionnaire

Customer may, on one (1) occasion within any twelve (12) month period, request that RingCentral complete a third-party risk assessment questionnaire within a reasonable time frame.

In case of conflict between this section and the equivalent section in the RingCentral DPA, the DPA takes precedence.

5. Human Resource Security

A. Background Checks

RingCentral requires pre-employment screenings of all employees. RingCentral ensures criminal background searches on its employees to the extent permitted by law. Each background check in the US includes:

- i. An identity verification (SSN trace).
- ii. Criminal history checks for up to seven (7) years for felony and misdemeanors at the local, state, and federal level, where appropriate.
- iii. Terrorist (OFAC) list search, as authorized by law.

Internationally, criminal history checks are conducted as authorized by local law.

Background checks are conducted by a member of the National Association of Professional Background Screeners or a competent industry-recognized company in the local jurisdiction.

B. Training

RingCentral will ensure that all employees including contractors:

- i. Complete annual training to demonstrate familiarity with RingCentral's security policies.
- ii. Complete annual training for security and privacy requirements, including CyberSecurity awareness, GDPR, and CCPA.
- iii. Have the reasonable skill and experience suitable for employment and placement in a position of trust within RingCentral.

C. Workstation Security

RingCentral ensures that:

- i. RingCentral employees either use RingCentral owned and managed devices in the performance of their duties or Bring Your Own Device (BYOD) device.
- ii. All devices, whether RingCentral owned and managed or Bring Your Own Device (BYOD) device, are enrolled in the full RingCentral managed device program.

D. Data Loss Prevention

RingCentral employs a comprehensive system to prevent the inadvertent or intentional compromise of RingCentral data and Protected Data.

E. Due Diligence Over Sub-Contractors

RingCentral will:

- i. maintain a security process to conduct appropriate due diligence prior to engaging sub-contractors.
- ii. assess the security capabilities of any such sub-contractors on a periodic basis to ensure subcontractors' ability to comply with the Measures described in this document.
- iii. apply written information security requirements that oblige sub-contractors to adhere to RingCentral's key information security policies and standards consistent with and no less protective than these Measures.

F. Non-Disclosure

RingCentral ensures that employees and contractors/sub-contractors who process Protected Data are bound in writing by obligations of confidentiality.

6. Physical Security

A. General

RingCentral:

- i. Restricts access to, controls, and monitors all physical areas where RingCentral Services process Protected Data ("**Secure Areas**").
- ii. Maintains appropriate physical security controls on a 24-hours-per-day, 7-days-per-week basis ("**24/7**").
- iii. Revokes any physical access to Secure Areas promptly after the cessation of the need to access buildings and system(s).

- iv. Performs review of access rights on at least an annual basis.

B. Access and Authorization Processes

RingCentral maintains a documented access authorization and logging process. The authorization and logging process will include at minimum:

- i. Reports detailing all access to Secure Areas, including the identities and dates and times of access.
- ii. Reports to be maintained for at least one year as allowed by law.
- iii. Video surveillance equipment to monitor and record activity at all Secure Areas entry and exit points on a 24/7 basis to the extent permitted by applicable laws and regulations.
- iv. Video recording to be maintained for at least 30 days or per physical location provider's policies.

C. Data Centers

To the extent that RingCentral is operating or using a data center, RingCentral ensures that physical security controls are in alignment with industry standards such as ISO 27001 and SSAE 16 or ISAE 3402 or similar standard including:

- i. Perimeter security including fencing/barriers and video surveillance.
- ii. Secure access including security guard/reception.
- iii. Interior access controlled through RFID cards, 2FA, anti-tailgating controls.
- iv. Redundant utility feeds and support for continuous delivery through backup systems.
- v. Redundant network connection from multiple providers.

7. Logical Security

A. User Identification and Authentication

RingCentral:

- i. Maintains a documented user management lifecycle management process that includes manual and/or automated processes for approved account creation, account removal and account modification for all Information Resources and across all environments.
- ii. Ensures that RingCentral users have an individual accounts for unique traceability.
- iii. Ensures that RingCentral users do not use shared accounts; where shared accounts are technically required controls are in place to ensure traceability.
- iv. RingCentral user passwords are configured aligned with current NIST guidance.

For the customer facing applications, Customers may choose to integrate with SSO (Single Sign on) so that Customer retains control over their required password settings including Customer's existing MFA/2FA solutions.

B. User Authorization and Access Control

RingCentral:

- i. Configures remote access to all networks storing or transmitting Protected Data to require multi-factor authentication for such access.
- ii. Revokes access to systems and applications that contain or process Protected Data promptly after the cessation of the need to access the system(s) or application(s).
- iii. Has the capability of detecting, logging, and reporting access to the system and network or attempts to breach security of the system or network.

RingCentral employs access control mechanisms that are intended to:

- i. Limit access to Protected Data to only those Personnel who have a reasonable need to access said data to enable RingCentral to perform its obligations under the Agreement.
- ii. Prevent unauthorized access to Protected Data.
- iii. Limit access to users who have a business need to know.
- iv. Follow the principle of least privilege, allowing access to only the information and resources that are necessary.
- v. Perform review access controls on a minimum annual basis for all RingCentral's systems that transmit, process, or store Protected Data.

8. Telecommunication and Network Security

A. Network Management

RingCentral:

- i. Maintains network security program that includes industry standard firewall protection and two-factor authentication for access to RingCentral's networks.
- ii. Deploys an Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) to generate, monitor, and respond to alerts which could indicate potential compromise of the network and/or host.
- iii. Monitors web traffic from the Internet and from internal sources to detect cyber-attacks including Distributed Denial of Service (DDoS) attacks against web sites / services and to block malicious traffic.

B. Network Segmentation

RingCentral:

- i. Implements network segmentation between the corporate enterprise network and hosting facilities for Services.
- ii. Ensures separation between environments dedicated to development, staging, and production.
- iii. Restricts access between environments to authorized devices.
- iv. Controls configuration and management of network segregation and firewall rules through a formal request and approval process.

C. Network Vulnerability Scanning

RingCentral:

- i. Runs internal and external network vulnerability scans against information processing systems at least quarterly.
- ii. Evaluates findings based on (where applicable) CVSS score and assessment of impact, likelihood, and severity.
- iii. Remediates findings following industry standard timelines.

9. Operations Security

A. Asset Management

RingCentral:

- i. Maintains an accurate and current asset register covering hardware and software assets used for the delivery of services.
- ii. Maintains accountability of assets throughout their lifecycle.
- iii. Maintains processes to wipe or physically destroy physical assets prior to their disposal.

B. Configuration Management

RingCentral:

- i. Maintains baseline configurations of information systems and applications based on industry best practices including:
 - a. Removal of all vendor-provided passwords.
 - b. Remove/disable unused services and settings.
 - c. Anti-malware/endpoint protection as technically feasible.
- ii. Enforces security configuration settings for systems used in the provision of the Services.
- iii. Ensures that clocks of all information processing systems are synchronized to one of more reference time sources.

C. Malicious Code Protection

- i. To the extent practicable, RingCentral has endpoint protection in place, in the form of Endpoint Detection and Response (EDR) and/or antivirus software, installed and running on servers and workstations.
- ii. EDR alerts are monitored, and immediate action is taken to investigate and remediate any abnormal behavior.
- iii. Where used, antivirus software will be current and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.

D. Vulnerability, Security Patching

RingCentral:

- i. Monitors for publicly disclosed vulnerabilities and exposures for impact to Supplier's information systems and products.
- ii. Ensures quality assurance testing of patches prior to deployment.

- iii. Ensures that all findings resulting from network vulnerability scanning and relevant publicly disclosed vulnerabilities and exposures are remediated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Logging and Monitoring

RingCentral shall ensure that:

- i. All systems, devices or applications associated with the access, processing, storage, communication and/or transmission of Protected Data, generate audit logs.
- ii. Access to Protected Data is logged.
- iii. Logs include sufficient detail that they can be used to detect significant unauthorized activity.
- iv. Logs are protected against unauthorized access, modification, and deletion.
- v. Logs are sent to a centralized location for aggregation and monitoring.

10. Software Development and Maintenance

A. Secure Development Lifecycle

RingCentral:

- i. Applies secure development lifecycle practices, including, during design, development, and test cycles.
- ii. Ensures that products are subject to security design review including threat considerations and data handling practices.
- iii. Ensures that Services are subject to a secure release review prior to promotion to production.

B. Security Testing

As part of the secure development lifecycle, RingCentral:

- i. Performs rigorous security testing, including, as technically feasible:
 - a. static code analysis.
 - b. source code peer reviews.
 - c. dynamic and interactive security testing.
 - d. security logic, or security "QA" testing.
- ii. Ensures that Internet-facing applications are subject to application security assessment reviews and testing to identify common security vulnerabilities as identified by industry-recognized organizations (e.g., OWASP Top 10 Vulnerabilities, CWE/SANS Top 25 vulnerabilities).
- iii. For all mobile applications (i.e. running on Android, Blackberry, iOS, Windows Phone) that collect, transmit or display Protected Data, conducts an application security assessment review to identify and remediate industry-recognized vulnerabilities specific to mobile applications.
- iv. Does NOT use Protected Data for testing.
- v. Makes all reasonable effort to identify and remediate software vulnerabilities prior to release.

C. Annual Penetration Testing

RingCentral:

- i. Engages qualified, independent third-party penetration testers to perform annual penetration test against its Products and environments where Protected Data is hosted.
- ii. Requires sub-processors to perform similar penetration testing against their systems, environments, and networks.
- iii. Ensures remediation of all findings in a commercially reasonable period of time.

D. Product Vulnerability Management

RingCentral:

- i. Uses commercially reasonable efforts to regularly identify software security vulnerabilities in RingCentral Services.
- ii. Provides relevant updates, upgrades, and bug fixes for known software security vulnerabilities, for any software provided or in which any Protected Data is processed.
- iii. Ensures that all findings resulting from internal and external testing are evaluated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Open Source and Third-Party Software

RingCentral:

- i. Maintains an asset registry of all third-party software (TPS) and open-source software (OSS) incorporated into the Services.
- ii. Uses commercially reasonable efforts to ensure the secure development and security of open-source software and third-party software used by RingCentral.
- iii. Uses commercially reasonable efforts to evaluate, track and remediate vulnerabilities of open-source software (OSS) and other third-party libraries that are incorporated into the Services.

11. Data Handling

A. Data Classification

RingCentral maintains data classification standards including:

- i. Public data, data that is generally available or expected to be known to the public.
- ii. Confidential data, data that is not available to the general public.

Protected Data is classified as RingCentral Confidential Data.

B. Data Segregation

RingCentral:

- i. Ensures physical or logical segregation of Protected Data from other customers' data.
- ii. Ensures physical separation and access control to segregate Protected Data from RingCentral data.

C. Encryption of Data

RingCentral:

- i. Shall ensure encryption of Protected Data in electronic form in transit over all public wired networks (e.g., Internet) and all wireless networks (excluding communication over Public Switch Telephone Networks).
- ii. Excepting the Engage Communities feature of Engage Digital, shall ensure encryption of Protected Data in electronic form when stored at rest.
- iii. Uses industry standard encryption algorithms and key strengths to encrypt Protected Data in transit over all public wired networks (e.g., Internet) and all wireless networks.

D. Destruction of Data

RingCentral shall:

- i. Ensure the secure deletion of data when it is no longer required.
- ii. Ensure that electronic media that has been used in the delivery of Services to the Customer will be sanitized before disposal or repurposing, using a process that assures data deletion and prevents data from being reconstructed or read.
- iii. Destroy any equipment containing Protected Data that is damaged or non-functional.

12. Incident Response

RingCentral's incident response capability is designed to comply with statutory and regulatory obligations governing incident response. As such, RingCentral:

- A.** Maintains an incident response capability to respond to events potentially impacting the confidentiality, integrity and/or availability of Services and/or data including Protected Data.
- B.** Has a documented incident response plan based on industry best practices.
- C.** Has a process for evidence handling that safeguards the integrity of evidence collected to including allowing detection of unauthorized access to.
- D.** Will take appropriate steps and measures to comply with statutory and regulatory obligations governing incident response.

When RingCentral learns of or discovers a security event which impacts Protected Data, RingCentral will notify Customer without undue delay and will take commercially reasonable steps to isolate, mitigate, and/or remediate such event.

13. Business Continuity and Disaster Recovery

A. Business Continuity

RingCentral:

- i. Ensures that responsibilities for service continuity are clearly defined and documented and have been allocated to an individual with sufficient authority.

- ii. Has a business continuity plan (BCP) in place designed to provide ongoing provision of the Services to Customer.
- iii. Develops, implements, and maintains a business continuity management program to address the needs of the business and Services provided to the Customer. To that end, RingCentral completes a minimum level of business impact analysis, crisis management, business continuity, and disaster recovery planning.
- iv. Ensures that the scope of the BCP encompasses all relevant locations, personnel and information systems used to provide the Services.
- v. Ensure that its BCP includes, but is not limited to, elements such location workarounds, application workarounds, vendor workarounds, and staffing workarounds, exercised at minimum annually.
- vi. Reviews, updates, and tests the BCP at least annually.

B. Disaster Recovery

RingCentral:

- i. Maintains a disaster recovery plan, which includes, but is not limited to, infrastructure, technology, and system(s) details, recovery activities, and identifies the people/teams required for such recovery, exercised at least annually.
- ii. Ensures that the disaster recovery plan addresses actions that RingCentral will take in the event of an extended outage of service.
- iii. Ensures that its plans address the actions and resources required to provide for (i) the continuous operation of RingCentral, and (ii) in the event of an interruption, the recovery of the functions required to enable RingCentral to provide the Services, including required systems, hardware, software, resources, personnel, and data supporting these functions.

ATTACHMENT J RINGCENTRAL DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) is made by and between RingCentral and Customer (each a “**Party**”, together the “**Parties**”), and is supplemental to the agreement executed between the Parties to which it is attached (“**Agreement**”) for the provision of the Services (as defined below) to Customer.

Capitalized terms used but not defined in this DPA have the same meanings as set out in the Agreement.

1. Definitions

1.1 For the purposes of this DPA:

- a. “**Affiliate**” 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.
- b. “**Agreement**” means the main written or electronic agreement between Customer and RingCentral for the provision of any of the RingCentral services to the Customer (each a “**Service**” and collectively the “**Services**”).
- c. “**Applicable Data Protection Laws**” means all data protection and privacy laws applicable to RingCentral in the processing of Personal Data under this DPA.
- d. “**Controller**” shall mean the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- e. “**Customer Personal Data**” means any Personal Data that RingCentral processes as a Processor under the Agreement.
- f. “**Personal Data**” means any information relating to an identified or identifiable natural person, as defined by Applicable Data Protection Law.
- g. “**Processor**” means the entity which processes Personal Data on behalf of the Controller.
- h. “**Security Incident**” means a breach of security leading to any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Personal Data that compromises the privacy, security, or confidentiality of such Personal Data.

2. Scope of DPA

- 2.1 This DPA will apply to the extent that RingCentral processes Customer Personal Data on behalf of a Customer as a Processor, as defined by Applicable Data Protection Law. Any processing of Personal Data as a Controller by RingCentral is out of scope of this DPA.

3. Roles and Responsibilities

- 3.1 **Parties’ Roles.** As between the parties and for the purposes of this DPA Customer shall be the Controller of the Customer Personal Data processed by RingCentral under the Agreement as a Processor on Customer’s behalf. RingCentral will comply with the obligations of a Controller under the GDPR to the extent it processes Personal Data as a Controller for RingCentral’s legitimate business purposes, including as necessary for the operation of the offered Services, and as necessary to comply with applicable law.

3.2 Obligations of the Customer. Customer undertakes to:

- a. Ensure that it may lawfully disclose the Customer Personal Data to RingCentral for the purposes set out in the Agreement.
- b. Comply with applicable data protection laws in its use of the Services, and its own collection and processing of Personal Data including Customer Personal Data.
- c. Process special categories of Personal Data or sensitive data (as defined by Applicable Data Protection Laws), or Personal Data concerning children or minors, or related to criminal convictions and offenses, lawfully and relying on a valid legal basis in accordance with Applicable Data Protection Laws. The Parties acknowledge that the Services are not designed to recognize and/or classify such data.

3.3 Purpose Limitation

- a. Except where otherwise required by applicable law, RingCentral shall process the Customer Personal Data (i) in accordance with Customer’s documented instructions (which instructions are set out in the Agreement, this DPA and Customer’s configuration and use of the Services, in accordance with the applicable terms of use), (ii) for the purposes of providing, monitoring, supporting, improving, and maintaining the Services.
- b. RingCentral shall not engage in the sale of any Personal Data.

- 3.4 **Confidentiality of Processing.** RingCentral shall ensure that any person that it authorizes to process the Customer Personal Data shall be subject to a duty of confidentiality (either a contractual or a statutory duty).

- 3.5 **Security.** RingCentral will maintain appropriate technical and organizational security measures to safeguard the security of Customer Personal Data. RingCentral will maintain an information security and risk management program based on commercial

best practices to preserve the confidentiality, integrity and accessibility of Customer Personal Data with administrative, technical and physical measures conforming to generally recognized telecommunication industry standards and practices.

- 3.6 Security Incidents.** Upon becoming aware of a Security Incident, RingCentral shall notify Customer without undue delay at the contact information that Customer has provided in the Administrative Portal and shall provide such timely information as Customer may reasonably require, including to enable Customer to fulfill any data breach reporting obligations under Applicable Data Protection Laws.
- 3.7 Provision of Security Reports.** RingCentral will select an independent, qualified third-party auditor to conduct, at RingCentral's expense, at least annual audits of the security of the Services and environments, in accordance with internationally recognized standards such as ISO27001, the SOC 2, Type II standards or its equivalent. Upon Customer request and under Non-Disclosure Agreement, RingCentral will provide a copy of the most recent audit reports (or similar security attestation) to document compliance with the foregoing requirement, where such certification is available. Such audit report is RingCentral's Confidential Information and Customer will not distribute to any third party without RingCentral's written approval.
- 3.8 Deletion or Return of Data.** Upon termination or expiry of the Agreement, RingCentral shall delete Customer Personal Data (including copies) in RingCentral's possession or, at Customer's request, provide options to return the Personal Data to the Customer, except to the extent that RingCentral is required by applicable law to retain some or all of the Customer Personal Data.

4. GDPR Obligations

- 4.1 Applicability.** This Section 4 and the RingCentral Security Addendum at <https://netstorage.ringcentral.com/documents/trust-center-security-addendum.pdf> shall apply to the processing of Customer Personal Data that is subject to the protection of the EU General Data Protection Regulation ("GDPR").
- 4.2 Sub-Processors.** Customer agrees that RingCentral and its Affiliates may engage RingCentral Affiliates and third-party sub-processors (collectively, "Sub-processors") to process the Customer Personal Data on RingCentral's behalf. Depending on the scope and the nature of the sub-processing, RingCentral shall impose data protection terms on such Sub-processors that protect Customer Personal Data to an equivalent standard provided for by this DPA and RingCentral shall remain liable for any breach of the DPA caused by a Sub-processor. The Sub-processors engaged by RingCentral in respect of each of the Services at the time of the Agreement are noted on the RingCentral Sub-processor list available at https://netstorage.ringcentral.com/documents/RingCentral_Subprocessor_List.pdf.
- 4.3 Sub-Processor Notification.** RingCentral may, by giving reasonable notice to the Customer at the contact information that Customer has provided in the Administrative Portal, add or replace the Sub-processors. If the Customer objects to the appointment of an additional Sub-processor within thirty (30) calendar days of such notice on reasonable grounds relating to the protection of the Customer Personal Data, then the parties will discuss such concerns with a view to achieving resolution. If such resolution cannot be reached, then RingCentral will either not appoint the Sub-processor or, if this is not possible, Customer will be entitled to suspend or terminate the affected RingCentral Service without penalty with a thirty (30) day written notice to RingCentral. Notwithstanding the foregoing, in the event of an unforeseeable force majeure (such as a RingCentral Sub-processor failure) that can provoke a degradation or interruption of the Service, RingCentral reserves the right to immediately change the failing Sub-processor in order to maintain or restore the standard conditions of the Service. In this situation, the notification of Sub-processor change may be exceptionally sent after the change.
- 4.4 Cooperation and Data Subjects' Rights.** It is the Customer's responsibility to respond to any data subject request. Some of the RingCentral Services may provide direct technical means to enable Customer to fulfil its duties to respond to requests from data subjects under Applicable Data Protection Laws. If Customer is unable to address the data subject's request through such technical means, or where such functionality is not available, RingCentral shall, taking into account the nature of the processing, provide reasonable assistance to Customer, to enable Customer to respond to such data subject requests. In the event that such request is made directly to RingCentral, RingCentral shall promptly direct the data subject to contact the Customer.
- 4.5 Data Protection Impact Assessments.** RingCentral shall, to the extent required by the GDPR, and upon Customer's request and at Customer's expense, provide Customer with reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out under GDPR in relation to the scope of the Services.
- 4.6 International Transfers.** RingCentral may transfer and process Customer Personal Data outside the European Economic Area ("EEA"), Switzerland, or the United Kingdom, in accordance with the published Sub-Processor list, to locations where RingCentral, its Affiliates or its Sub-processors maintain data processing operations. To the extent that RingCentral processes (or causes to be processed) any Customer Personal Data originating from the EEA, Switzerland, or the United Kingdom in a country that has not been recognized by the European Commission as providing an adequate level of protection for Customer Personal Data, RingCentral will comply with Applicable Data Protection Laws of the European Economic Area, Swiss, and United Kingdom regarding the collection, use, transfer, retention, and other processing of Customer Personal Data from the European Economic Area, Switzerland, and the United Kingdom, and shall put in place such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Laws, which include the execution of the EU Commission's Standard Contractual Clauses, or the putting in place of any other valid transfer mechanism under Applicable Data Protection Laws. The Customer hereby grants a general mandate to RingCentral to conclude the Standard Contractual Clauses on behalf of the Customer with its Sub-processors outside of the EEA.

4.7 Audits

- a. Both parties acknowledge that it is the parties' intention ordinarily to rely on the provision of the security reports at Section 3.7 above to verify RingCentral's compliance with this DPA.
- b. Additionally, upon request from Customer, but not more than once during each 12-month period, RingCentral shall complete a Customer provided information security program questionnaire, limited in scope to the actual services/environments related to the Services provided to Customer ("**Security Review**").
- c. After Customer's review of RingCentral's audit report or similar attestation, and of the completed information security questionnaire (including any changes introduced by RingCentral to address any gaps), if, to the extent required by the GDPR, additional information is reasonably necessary to demonstrate compliance with RingCentral's obligations pursuant to Applicable Data Protection Laws and this DPA, Customer may request in writing to perform an audit (including inspections) of RingCentral pursuant to the audit request procedure below, no more than once every twelve (12) month period, unless a supervisory authority specifically requires that an audit is carried out of RingCentral or in response to a Security Incident.
- d. In order to exercise its right to audit pursuant to this section, Customer must provide RingCentral with a written, detailed request, including the explanation of gaps in RingCentral's provided audit reports and in the Security Review that render the audit necessary to demonstrate RingCentral's compliance with this DPA or with Applicable Data Protection Laws.
- e. The audit may be performed by Customer or a third-party auditor (any such third party under strict confidentiality obligations, including requirements that individual auditors appointed have not performed audits of any of RingCentral's competitors in the previous twelve (12) months and that they will be prohibited from performing such audits in the twelve (12) months following RingCentral's audit) solely at Customer's expense. RingCentral may object in writing to any third-party auditor if the auditor is, in RingCentral's reasonable opinion, not suitably qualified or independent, a competitor of RingCentral, or otherwise manifestly unsuitable. Any such objection by RingCentral will require Customer to appoint another auditor or conduct the audit itself.
- f. RingCentral and Customer will agree in advance upon the scope and timing of the audit, to protect the confidential and proprietary Information of RingCentral and other parties, to minimize disruption to RingCentral's business, to limit the scope to the actual services/environments related to the Services provided to Customer, and to agree on a reasonable duration of the audit.
- g. The audit performance will occur during regular business hours for the RingCentral personnel involved and the parties agree that RingCentral will make available material for Customer's review, but not for Customer to retain. RingCentral may charge a reasonable fee for costs incurred in connection with any such audit based on RingCentral's professional services rates, unless the audit shows a material breach on the part of RingCentral. RingCentral will provide Customer with details of any applicable fee, and the basis of its calculation, in advance of any such audit.
- h. All information provided or made available to Customer pursuant to this section shall be deemed Confidential Information of RingCentral.

4.8 Data Disclosure Requests. If RingCentral receives a request from a law enforcement or other government authority to disclose Customer Personal Data that RingCentral is processing on the Customer's behalf, RingCentral will notify and provide the Customer with the details of the data disclosure request prior to disclosing any Customer Personal Data, unless legally prohibited or where an imminent risk of serious harm exists that prohibits prior notification.

5. Miscellaneous

- 5.1** Unless the above explicitly states otherwise the terms and conditions of the Agreement shall apply to the DPA. In case of any conflict between the terms of the Agreement and the terms of this DPA, the terms of this DPA prevails with regard to RingCentral's data processing activities of Customer Personal Data.
- 5.2** The governing law and forum that apply to the Agreement also apply to this DPA.
- 5.3** Contact information for privacy inquiries: privacy@RingCentral.com.

ATTACHMENT K RINGCENTRAL BUSINESS ASSOCIATE AGREEMENT

RingCentral and Customer hereby agree to the following terms and conditions of this Business Associate Agreement (this “**BAA**”), pursuant to the RingCentral Master Services Agreement (the “**Agreement**”) and is effective as of the execution date of this BAA (the “**BAA Effective Date**”). RingCentral and Customer may be individually referred to as a “**Party**” and collectively the “**Parties**”.

RECITALS

Whereas, Customer has, pursuant to the Agreement, purchased one or more services covered by this BAA listed in Annex A (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 Personal Health Information (“**PHI**”) created, 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 required by the HIPAA Rules, 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 (and with the understanding that the Parties do not intend for RingCentral to maintain PHI in a Designated Record Set); and (ii) the Designated Record Set (if any) maintained by RingCentral is not duplicative of records maintained by Customer; RingCentral agrees to:
 - i. 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.
 - ii. 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 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 such individual request to Customer.
 - 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.
 - 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 of RingCentral services 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. As between the Parties, assume sole responsibility for obtaining 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 foregoing, in the event Customer transmits PHI via text message, or any other method of electronic transmission of PHI (including email or any attachment to email) as part of the Services, Customer agrees to notify the patient 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 provide Services.
 - 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's PHI.
 - 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.
 - 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.
- 4. Effect of Limitations and Restrictions.** The Parties agree that in the event RingCentral reasonably believes that any limitation(s) or restriction(s) on the use or disclosure of PHI disclosed by Customer pursuant to Section 3 may materially impair RingCentral's ability to provide Services or materially affect RingCentral's costs of providing Services, the Parties will promptly and in good faith negotiate an amendment to the 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.
- 5. Customer Integrations**
- A. Notwithstanding any discussion or any provision to the contrary in any agreement between the Parties, this BAA applies only to Services offered by RingCentral as described in Annex A.
 - B. Pursuant to the limitations contained in the Agreement between the Parties and applicable RingCentral policies, Customer may choose to, at its own risk, use third party or Customer's own applications, services, devices, APIs, or any other technology (whether utilized by Customer or a third party on behalf of Customer and whether implemented by RingCentral or by Customer or by a third party) which integrate with the Services or that transfer data to or from the Services, including third-party communication channel used to receive or send messages (e.g. Instagram, Twitter, Email, etc.) ("**Customer Integrations**").
 - C. Customer understands and agrees that Customer Integrations are outside the scope of the Agreement and of this Business Associate Agreement.
 - D. Notwithstanding any provision to the contrary in any agreement between the Parties, RingCentral has no responsibility or liability for, and expressly disclaims any warranties or representations relating to, any Customer Integrations.
 - E. 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, created, sent, received, handled, stored, 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 continuously 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 these terms are 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.

ANNEX A

LIST OF RINGCENTRAL SERVICES COVERED BY THIS BAA

If purchased, the following Services are covered by this BAA:

- RingCentral MVP
- Avaya Cloud Office
- Unify Cloud Office
- Rainbow Cloud Office
- RingCentral Contact Center
- RingCentral Video Pro
- Unify Video
- RingCentral Engage Voice
- RingCentral Engage Digital (third party channel communications excluded)

ATTACHMENT L
ATTACHMENT – PUBLIC SECTOR ENTITY’S TERMS & CONDITIONS REQUIRED BY STATUTE

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.

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

1.