



# BUSINESS PROPOSAL

RESPONSE TO

Alabama Community College System– Joint Purchasing Agreement Request for Bid

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# Executive Summary

1. Provide a short and descriptive opening statement that contains a “big thought” about the client’s company or industry or about the offering and marketplace.

RingCentral is pleased to present our response to Alabama Community College’s (ACCS) Request for Bid (RFB) to provide industry leading UCaaS and CCaaS cloud-based offerings.

This RFB response describes our industry leading UCaaS that provides ACCS with a multi-user, multi-extension, cloud-based business communications solution. This solution, which provides 99.999% uptime, is instantly activated, and delivers a rich set of functionalities to ACCS’ supported entities.

More than 450,000 customers and millions of users depend on our innovative products and solutions every day for unified voice, video meetings, team messaging, digital customer engagement, and integrated solutions.

We believe that our solutions go beyond the core functionality of existing on-premises communications solutions. RingCentral provides additional key benefits that address the changing requirements of the education community.

RingCentral and its powerful IT and line-of-business analytics enable public sector entities to operate effectively, with the highest level of enterprise-grade security, reliability, and privacy.

RingCentral provides a solution that meets and exceeds ACCS’ requirements outlined in your RFB. We look forward to providing you with a proven UCaaS to help meet ACCS’ supported entities evolving communication needs.

Our key Public Sector account rep for the state of AL has existing relationships with several participating members within the ACCS system and looking forward to providing a truly differentiated Unified Communications solution to the 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. 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. We are pleased to present ACCS with an RFB response that meets your requirements, and we look forward to continuing a lasting relationship between our organizations. From the entire RingCentral team, thank you for your consideration.

Sincerely,

George Seul

RingCentral Account Executive, Government and Education

George.seul@ringcentral.com

317-542-3094, ext. 2951.

# Submission of Bid

1. Two (2) paper copies and an electronic copy (USB drive) of the bid responses are required with a completed Evaluation Submission form (Appendix E). The electronic copy of the bid response should be a single PDF file that mirrors the bound, paper copies. Each copy of the response should be placed in a single volume where practical. All documents submitted with the response should be in that single volume. One copy "must" be marked as "original" with the company officer's signature.

RingCentral has read and understands the above requirement.

2. Sealed bids are to be addressed to the physical mailing address in the following manner: Alabama Community College System Attn: Joint Purchase Agreement Initiative 135 South Union Street Suite#158 Montgomery, Alabama 36104

RingCentral has read and understands the above requirement.

# GENERAL REQUIREMENTS AND SPECIFICATIONS

## 3.1 Acceptance of Conditions Governing the Procurement

1. 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 the 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.

Accepts

## 3.2 Incurring Cost

2. 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.

Agrees

## 3.3 Vendor Responsibility

3. 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).

Agrees

## 3.4 Serving Sub-Contractors

4. 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

5. 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.

Agrees

### **3.6 Vendors' Rights to Withdraw Bid**

6. 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.

Agrees

### **3.7 Bid Offer Firm**

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

Agrees

### **3.8 Disclosure of Bid Contents**

8. 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.

Agrees

9. 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.

Agrees

### **3.9 No Obligation**

10. 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.

Agrees

11. 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 and accepts this requirement.

### **3.10 Legal Review**

12. 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**

13. 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.

Agrees

### **3.12 Basis for Bid**

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

Agrees

### **3.13 Agreement Terms and Conditions**

15. 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.

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.

16. 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.

Please refer to the attached Public Sector Master Service agreement (MSA) for RingCentral's proposed terms and conditions.

### **3.14 Vendor Qualifications**

17. 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.

Agrees

### **3.15 Change in Vendor Representatives**

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

Agrees

### **3.16 Equipment and Services Schedules**

19. 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.

Agrees

### 3.17 Benefit of Cost Reduction

20. 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.

Agrees

### 3.18 Bid Terms

21. 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.

Agrees

### 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.

Agrees

### 3.20 Insurance

22. 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:

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

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 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 (ie) 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.

RingCentral response:

The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, resulting from liability rising out of the sole negligence or willful misconduct of RingCentral/Vendor in association with this agreement. The vendor shall maintain, during the life of this contract, the following minimum insurance:

KIND OF INSURANCE	MINIMUM LIMITS OF LIABILITY	RingCentral Response
Worker's Compensation	Statutory – Alabama	Okay
Employer's Liability	\$2,000,000 (each employee, each accident and policy limit)	\$1,000,000 \$1,000,000 \$1,000,000 \$2,000,000  RingCentral General Liability policy has a \$1M limit per occurrence with a \$2M aggregate. RingCentral can accommodate the higher limit requests with the addition of the RingCentral umbrella policy. RingCentral/Vendor may use a combination of primary and excess policies to provide the per occurrence/aggregate limits required.
Commercial General Liability: - Each Occurrence Personal and Advertising Injury Products/Completed Operations General Aggregate	\$2,000,000 \$2,000,000 \$2,000,000 \$3,000,000	\$1,000,000 \$1,000,000 \$1,000,000 \$2,000,000

		RingCentral General Liability policy has a \$1M limit per occurrence with a \$2M aggregate. RingCentral can accommodate the higher limit requests with the addition of the RingCentral umbrella policy. RingCentral/Vendor may use a combination of primary and excess policies to provide the per occurrence/aggregate limits required.
Automobile Liability	\$2,000,000 each accident – combined single limit	RingCentral Auto Liability policy has a \$1M each accident – combined single limit. RingCentral can accommodate the higher limit request with the addition of the RingCentral umbrella policy. RingCentral/Vendor may use a combination of primary and excess policies to provide the per occurrence/aggregate limits required.

RingCentral/Vendor will [**\*\*endeavor to\*\***] provide you with 30 days’ written notice of cancellation or non-renewal, unless RingCentral/Vendor obtains similar coverage from another insurer, without a lapse in 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 Insurance and Worker’s Compensation coverage listed above, the System shall have the right to terminate this contract.

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RingCentral proposes the following terms in lieu of the struck text. 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 unless Vendor obtains similar coverage from another insurer, without a lapse in coverage.

### 3.21 New Products

23. 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.

Agrees. Phones ordered from RingCentral brand new, and come pre-configured, fully provisioned, and ready for calls. Simply 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 one-year manufacturer warranty.

# SPECIFICATIONS

This section contains specifications and relevant information vendors should use for the preparation of their responses. Vendors should respond as described to each specification. The responses along with the required supporting material will be evaluated and awarded points accordingly.

## 3.22 Product and Services Delivery Overview

1. 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.

With RingCentral, you get strategic call center support to help optimize your Contact Center. Whether you need help with a specific issue or you want proactive support services, we are here to help. We provide 24x7 technical service via phone, chat, and portal.

Per our Service Level Agreement (SLA), our **Incident Priority and Response Times are:**

- Incident Priority 1 – standard hours; Respond to the client within 1 hour of notification; Status updates every 2 Hours
- Incident Priority 1 – after hours; Respond to the client within 1 hour of notification; Status updates every 4 Hours
- Incident Priority 2 – all hours; Respond to the client within 4 hours of notification; Status updates every 8 Hours
- Incident Priority 3 – standard hours; Respond to the client within 12 hours of notification; Status updates every 24 Hours Incident
- Priority 4 – standard hours; Respond to the client within 24 hours of notification; Status updates every 48 hours

Initial responses and status updates will be tracked and measured within RingCentral's case management system. Incidents are prioritized according to their business impact and frequency described in this document.

### Incident Resolution Time

Resolution is defined as the restoration of service of a reported incident or the implementation of a viable workaround. Service levels are based on a Mean Time To Resolve (MTTR). MTTR is measured monthly and quarterly. Priority service levels do not apply to issues that are determined to be third-party vendor issues, and bugs or product enhancements. These are escalated to the RingCentral Software Engineering group.

### Incident Priority Resolution Time:

- Severity 1 – 1 hour
- Severity 2 – 2 hours (UCaaS) or 1 day (CaaS)\*\*

- Severity 3 – 1 day (UCaaS)
- Severity 4 – 2 days

\*\*To be mutually agreed on a case-by-case basis for all products and services other than UCaaS.

### **Support Escalation**

If incidents are not resolved to the client's satisfaction by the above timelines, or the Customer feels the time frame assigned to a priority is not acceptable, the Customer may escalate the case by contacting RingCentral in the following order: (i) Technical Support, then (ii) Technical Support Supervisor.

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

Agree. RingCentral can provide this data.

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 fully remote, on-site, or hybrid engagements to help you optimize your RingCentral communications services. The Professional Services team is an ongoing resource available to you. The Professional Services team of industry experts will 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 premium onboarding experience and extensive 24/7 phone, web, and case 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 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 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 pre-provision all hardware before shipping it to the service location before the project begins. Once the project begins, 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.

RingCentral's Customer Care Organization is built on the best-skilled agents available. Live agents are available 24x7x365. Available channels to receive support are 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 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 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 on 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.







### 3.23 Reporting

2. 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 by email to [JPA-Notification@accs.edu](mailto: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.

Agrees. 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](mailto:JPA-Notification@accs.edu) within two weeks of the end of each quarter. Quarterly reports will be based on the calendar month. A sample copy of the RingCentral Salesforce report is attached for reference.

Please see attached quarterly reports sample.

3. 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 the Internet or other databases that may be used to administer the agreements or support marketing.

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, please see page 22 of:

[https://netstorage.ringcentral.com/guides/live\\_reports\\_user\\_guide.pdf](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, please refer to 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

4. 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 capabilities. 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 services and products. The admin portal has brief product descriptions, along with access to product support page.

RingCentral has implemented an ACCS website for participants to access at:

<https://experience.ringcentral.com/accs>

Purchase orders may be submitted directly to the account representative, or to the contracts administrator [publicsectorsales@ringcentral.com](mailto:publicsectorsales@ringcentral.com)

### 3.25 Breadth of Offering

5. Vendors must, at a minimum, offer products or services in at least one of the following categories:

Audio and Video Conferencing Equipment

VOIP/Unified Communications Solutions

6. Vendors must provide a comprehensive list of the models or variations available in each of the following categories for which a vendor offers products:

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)

Our portfolio includes:

- RingCentral MVP (Message/Video/Phone)
  - Messaging: Team messaging in the RingCentral app, as well as the most complete Microsoft Teams integration – incorporating voice, fax and SMS into Teams with no requirement for a Teams E5/A5/calling plan
  - Video: RingCentral Video (RCV) cloud-based video meetings and collaboration
    - Desktop sharing
    - Remote desktop control
    - Breakout Room
    - AI transcription as well as meeting insight
    - Full host control
    - Whiteboard
    - Closed Caption
    -
  - Phone:
    - Voicemail with transcription and email delivery
    - Automatic and on demand call recording
    - Voice/SMS/faxing to and from a single number
    - Desktop and mobile app, with full feature parity
    - Heads Up Display (HUD)

- Seamless call switch between applications, deskphones, and alternate number
- Contact Center
  - IVR
  - Digital Engagement
  - Omni Channel
  - Analytics and Reporting
- Other Applications
  - Google Integration
    - RingCentral for Google
    - Google Drive File Sharing
    - RingCentral for Google Workspace
  - MS Teams Integration
    - RingCentral for Microsoft Teams
    - RingCentral Cloud PBX for Microsoft Teams – Direct Routing
  - Hundreds of other integrations in the RingCentral App Gallery

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of operating systems that are proposed.

Vendors may propose and provide a wide range of 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

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of general-purpose software products that are proposed.

RingCentral is the leading UCaaS/CCaaS cloud-based provider. We have been recognized by several industry analysts for the depth and breadth of our product offering.

RingCentral's MVP (Message/Video/Phone) cloud-based service and RingCentral's RingCX fully integrated cloud contact center offering is purpose built by RingCentral. This includes functionality such as true single number reach for voice/SMS/fax, video meeting/collaboration with RingCentral Video (RCV), messaging within the included RingCentral app for desktop and mobile devices, built in AI (artificial intelligence) in the form of voicemail transcription, meeting transcription in RCV, optional

phone transcription of voice calls in the application, as well as full contact center functionality with RingCX.

We offer our service with an industry leading 99.999% uptime guarantee and a minimum of a 3.8 minimum MOS score on our platform. This is included in our service level agreement and is financially backed.

We have specific Education based pricing to offer the most complete and competitive offering in the marketplace. In addition to this we have provided substantial discounting to the ACCS community. Specific discounts can be viewed on the ESS.

7. 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

Agree. RingCentral can provide complete implementation services as well as support services.

- Video Surveillance solutions
- Key and Access Control Equipment Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of technical support services that are proposed.

### 3.26 Primary Account Representative

8. 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.

Primary account representative George Seul, [george.seul@ringcentral.com](mailto:george.seul@ringcentral.com)

Public Sector Contracts Administrator, [publicsectorsales@ringcentral.com](mailto:publicsectorsales@ringcentral.com)

### 3.27 References

9. 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.

Columbia Southern University

21982 University Lane, Orange Beach, AL 36562

Pam Gough (251) 981-3771 [pam.gough@columbiasouthern.edu](mailto:pam.gough@columbiasouthern.edu)

(551) MVP licenses

Samford University

800 Lake Shore Drive, Birmingham, AL 35229  
Glenn Schneider (205) 726-2663 gtschnei@samford.edu  
(3) MVP licenses

University of Tennessee  
1115 Volunteer Blvd. Knoxville, TN 37996  
Candy Hawkins (865) 974-8988 cdodd1@tennessee.edu  
(6000) MVP licenses, (189) Contact Center licenses

### **3.28 Pricing Level and Guarantee**

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

See attached price list via USB drive. RingCentral has provided ACCS a custom price point for the Education services.

### **3.29 Oral Presentation and Demonstration**

11. If selected as a finalist, vendors agree to provide the Evaluation Committee with 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.

Agrees

### **3.30 Equipment and Services Schedule**

12. 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.

ESS is provided on the USB drive.

### **3.31 Scope of Work**

13. 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.

Ordering through administrative portal will be allowed when supported by a customer purchase order.

### **3.32 Title Passage**

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

Agrees

### **3.33 Quantity Guarantee**

15. 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.

Agrees

### **3.34 Order of Precedence**

16. 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.

Agrees

### **3.35 Payment Provisions**

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

17. 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 proposes the following acceptance terms for Professional Services.

Each RingCentral Professional Services Statement of Work (SOW) identifies the specific criteria required for the completion of each Project Phase ("Completion Criteria"). Upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will notify the Customer of the completion of each individual Professional Services Project Phase. Upon receipt of such notification, Professional Services under such Project Phase will be considered completed in full and billable, in accordance with the terms of this SOW and the Master Services Agreement. However, Customer may, within three (3) days of receipt, provide a rejection to the aforementioned completion notice from RingCentral, including 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 then re-submit the notice of completion to the Customer. If RingCentral timely receives from the Customer a second rejection notice, Parties will

refer to the dispute resolution mechanisms contained in the MSA to, in good faith, come to a solution to the outstanding issue.

For RingCentral's UCaaS and CCaaS services please refer to the attached Public Sector Master Services Agreement paragraph 3.

18. 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.

19. C. Invoices shall be submitted to the procuring entity.

Agrees

### **3.36 Shipment and Risk of Loss**

20. 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).

Agrees



### 3.37 Warranties

21. 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.

#### UCaaS and CCaaS Services Warranty.

RingCentral proposes the warranties specified in paragraph 12 of the Public Sector Master Services Agreement.

### **3.38 Price Guarantees**

22. 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.

### 3.39 Technical Support

23. 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 in a "follow the sun" model." 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

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

Agrees

### 3.41 Impracticality of Performance

25. 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.

Agrees

### 3.42 Records and Audit

26. 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.

Agrees

### 3.43 Use of Subcontractors

27. 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).

Agrees

### 3.44 Indemnification

28. 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.

- 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**

29. 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.

Agrees

### **3.46 Ethics**

30. 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**

31. Replacement parts may be refurbished with the agreement of the procuring entity.

Agrees

### **3.48 FCC Certification**

32. 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**

33. 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.

Agrees

### **3.50 Assignment**

34. 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 the procuring entity.

RingCentral proposes a limited right to assign as stated in paragraph 14.B of its MSA.

### **3.51 Survival**

35. 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 licenses, lease, warranty, and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

Agrees

### **3.52 Lease Agreements**

36. 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 rent or use [Device as a Service](#) and appropriate equipment for unified communication services.

### **3.53 Vendor Disclosure Statement**

37. 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 further 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 contravenes 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.

Agrees

# BID FORMAT AND ORGANIZATION

## 4.1 Bid Format

1. All bids must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

Agrees

### 4.1.1 Bid Organization

2. The bid response must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated. A. Letter of Transmittal B. Evaluation Submission Form C. Table of Contents D. Bid Summary (optional) E. Response to General Requirements and Specifications

Within each section of the bid, vendors should address the items in the order in which they appear in this RFB.

Any bid that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. A bid summary may be included by vendor to provide the Evaluation Committee with an overview of the technical and business features of the response; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the vendor's response.

Agrees

### 4.1.2 Letter of Transmittal

3. Each response must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- Identify the submitting organization
- Identify the name and title of the person authorized by the organization to contractually obligate the organization
- Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization
- Identify the names, titles, and telephone numbers of persons to be contacted for clarification
- Explicitly indicate acceptance of the Conditions Governing the Procurement F. Be signed by the person authorized to contractually obligate the organization

RingCentral is pleased to present our response to Alabama Community College's (ACCS) Request for Bid (RFB) to provide industry leading UCaaS and CCaaS cloud-based offerings.

This RFB response describes our industry leading UCaaS that provides ACCS with a multi-user, multi-extension, cloud-based business communications solution. This solution, which provide 99.999% uptime, is instantly activated, and delivers a rich set of functionalities to ACCS' supported entities.

More than 450,000 customers and millions of users depend on our innovative products and solutions every day for unified voice, video meetings, team messaging, digital customer engagement, and integrated solutions.

We believe that our solutions go beyond the core functionality of existing on-premises communications solutions. RingCentral provides additional key benefits that address the changing requirements of the education community.



RingCentral and its powerful IT and line-of-business analytics enable public sector entities to operate effectively, with the highest level of enterprise-grade security, reliability, and privacy.

RingCentral provides a solution that meets and exceeds ACCS' requirements outlined in your RFB. We look forward to providing you with a proven UCaaS to help meet ACCS' supported entities evolving communication needs.

Name and title of the person authorized by the organization to contractually obligate the organization: Stacy Schwartz, VP Sales, U.S. Public Sector and Education.

Name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization: Stacy Schwartz, VP Sales, U.S. Public Sector and Education, (657) 233-8848.

Names, titles, and telephone numbers of persons to be contacted for clarification: George Seul, Account Executive, Government and Education, (317)-542-3094.

RingCentral's price and delivery are predicated on all transactions being governed exclusively by the terms and conditions of the RingCentral Master Services Agreement (the "MSA"). RingCentral's proposal is provided for informational purposes only and is not intended to be incorporated into any resulting contract. A draft MSA is submitted as an integral part of RingCentral's quotation. RingCentral is a highly regulated provider of internet communications services 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.

For clarification, all terms and conditions included in the RFB are superseded in their entirety by the terms and conditions enumerated in RingCentral's attached MSA. Any exceptions to RingCentral's MSA shall not be binding unless such terms are mutually agreed to during negotiations.

Sincerely,  
DocuSigned by:

  
Stacy Schwartz

VP Sales, U.S. Public Sector and Education

stacy.schwartz@ringcentral.com

(657) 233-8848

#### 4. Acknowledge receipt of any and all amendments to this RFB.

Acknowledged

### 4.1.3 Financial Documentation (See Forms & Examples 6.4 Appendix)

#### 5. Each response MUST be accompanied with the following documentation:

- State of Alabama Disclosure Statement (Notarized)

Disclosure form attached.

- [Certificate of Compliance](#)

Certification of Compliance attached.

- [Immigration Status Form](#)

Immigration Status form attached.

- [Current W-9](#)

W-9 attached.

- [E-Verify Memorandum of Understanding with Articles \(13 Pages\)](#)

Will Provide is awarded per the RFB document *"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."*

- [Vendor Setup Form and Certification Regarding Debarment Form](#)

Debarment form attached.

# RingCentral

## MASTER SERVICES AGREEMENT

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 – RingCentral Contact Center Services

Attachment C – Service Level Agreement for MVP Services

Attachment D – Service Level Agreement for Contact Center Services

Attachment E – Security Addendum

Attachment F – Data Processing Addendum

Attachment G – Business Associate Agreement

### 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.** Subject to availability based on brand and Customer location, Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:
  - i. Purchase: <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>;
  - ii. Rental: <http://www.ringcentral.com/legal/lease-rental.html>, and
  - iii. Device as a Services: <https://www.ringcentral.com/legal/daas-agreement.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 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. Advanced Support.** Customer may purchase Advanced Support services from RingCentral for use with the Services. The terms and conditions that govern the Advanced Support can be found at: <https://www.ringcentral.com/legal/enterprise-service-attachment.html>.
- E. Managed Services.** Customer may purchase Managed Services from RingCentral for use with the Services. The terms and conditions that govern the Managed Services can be found at: <https://www.ringcentral.com/legal/managed-services-attachment.html>.
- F. 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 Alabama, 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](mailto: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 and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.
- 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**

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 (the “**Services**”).

**1. Service Overview**

The Services are 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.

The Services include:

- 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, SMS/Texting (where available), and other innovative tools

The 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.** The Services are 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.** Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

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.

**C. Enhanced Business SMS Allotment and Pricing.** Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or receive in excess of allotment and will be charged at the then-applicable rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registrar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>.

**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 or RingCentral Global Office.** RingCentral Global MVP (which is also known as RingCentral Global Office and references in the Service Description to Global MVP shall also refer to Global Office) 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. 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. Primary Place of Use of Global MVP Service.** Customer represents and warrants that the primary place of use of the Global MVP Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.

**D. 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. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer's behalf to secure such services. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; 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. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global MVP countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at <https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html>. Additional terms or charges may apply, depending on the selected features.
7. **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>.
8. **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 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 C**  
**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
<b>Voice Services Availability</b> (Monthly Calculation)	99.999%
<b>Quality of Voice Service</b> (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 – ((number of minutes of Down Time x number of Impacted Users) / (total number users x total number of minutes in a calendar month))] x 100

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 Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum 3.5 MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within 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 D**  
**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
<b>Service Availability</b> (Monthly Calculation)	99.99%	99.90%	99.50%
<b>Maximum Credit</b>	15% of MRC	20% of MRC	20% of MRC

**2. Minimum Eligibility**

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

**3. Service Delivery Commitments**

**A. Calculation of Service Availability**

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

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

**B. Calculation of Service Credits**

- i. Service Credits only begin to accrue after Service Availability falls below a certain percentage (shown in the tables below).
- ii. Customer is entitled to Core Services Service Credits according to the following table:

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

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

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

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

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

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 E**  
**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](http://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 F**  
**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 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.
- 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 have the same meaning under Applicable Data Protection Law.
- 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**” shall have the same meaning under Applicable Data Protection Law.
- 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.
- i. “**Services**” means the RingCentral services as described in Annex 1.

**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, where such processing is further detailed in Annex 1. 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. RingCentral will comply with the obligations of a Controller to the extent it processes Personal Data as a Controller for RingCentral’s legitimate business purposes, including as necessary for the operation of the 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. Customer acknowledges and confirms that Customer has informed its employees (current and future) and its works council as applicable, that as part of the Services Customer has access to the traffic data; and
- 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's security measures are set out in the RingCentral Security Addendum at <https://netstorage.ringcentral.com/documents/trust-center-security-addendum.pdf>. 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 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 shall apply to the processing of Customer Personal Data that is subject to the protection of the GDPR.
- 4.2 Sub-processors.** Customer agrees that RingCentral and its Affiliates may engage RingCentral Affiliates and third-party subprocessors (collectively, "**Sub-processors**") to process the Personal Data on RingCentral's behalf. Depending on the scope and the nature of the subprocessing, RingCentral shall impose data protection terms on such Subprocessors that protect Customer Personal Data to an equivalent standard provided for by this DPA and shall remain liable for any breach of the DPA caused by a Subprocessor. The Subprocessors engaged by RingCentral in respect of each of the Services at the time of the Agreement are noted on the RingCentral Subprocessor list available at <https://www.ringcentral.com/legal/dpa-subprocessor-list.html>, or are otherwise specified in the Agreement.
- 4.3 Subprocessor Notification.** RingCentral may, by giving reasonable notice to the Customer, add or replace the Subprocessors. If the Customer objects to the appointment of an additional Subprocessor 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 Subprocessor failure) that can provoke a degradation or interruption of the Service, RingCentral reserves the right to immediately change the failing Subprocessor in order to maintain or restore the standard conditions of the Service. In this situation, the notification of Subprocessor 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 provided to the Customer under the Agreement.
- 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 applicable SubProcessor list, to locations where RingCentral, its Affiliates or its Sub-processors maintain data processing operations.
- a. *Data Privacy Framework.* RingCentral complies with and has certified to the U.S. Department of Commerce its adherence to the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF). RingCentral's [Notice of Certification](#) applies to the Services.
  - b. *Standard Contractual Clauses.* 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 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 applicable EU Commission's Standard Contractual Clauses, and the UK International Data Transfer Addendum to the EU Standard Contractual Clauses, or the putting in place of any other valid transfer mechanism.

#### 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 twelve (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 law.
- 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 under the Agreement, 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 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 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 prevail with regard to data processing activities.
- 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](mailto:privacy@RingCentral.com).
- 5.4 The Annexes attached to the DPA are :
  - Annex 1 - Description of the Processing
  - (If applicable) Annex 2 - RingCentral Customer United States Privacy Addendum



## Annex 1

### DESCRIPTION OF THE PROCESSING

RingCentral is a provider of

1. Cloud-based communications and collaboration services for high-definition voice, video, SMS, chat messaging and collaboration, conferencing, online meetings, and fax.
2. Customer contact center services and an omni-channel customer communication management platform that unifies all customer-facing communication channels, including voice, email, SMS, website, mobile app, chat and social media communications, onto a single platform, enabling community responses to customer service inquiries.
3. Virtual events and presentation services.
4. Professional services

all the above as specified in the Agreement collectively (the “**Services**”).

Services may include dashboards providing various metrics and insights on customers’ communications, some of which are based on a conversation intelligence platform involving artificial intelligence.

#### **The data processing impacts the following categories of data subjects:**

- Customer’s employees and authorized users who use the Services in connection with the business of the Customer.
- Any other individuals who are involved in or referred to in the content of communications or collaborations taking place through the Customer’s use of the Services.

#### **The categories of Customer Personal Data processed include:**

- Identification information for Customer’s administrator, contact information, such as address, telephone number (fixed and mobile), e-mail address, and fax number, employment information, such as job title and business role.
- Identification information for anyone, including Customers’ employees, who use the Services at the request of and in connection with the business of the Customer, including telephone number (fixed and mobile) and email address.
- Call detail records, including numbers of the calling and the receiving party, start date and time of the call, duration of the call.
- For Services such as RingCentral Contact Center, RingCentral Engage Digital and/or , and RingCentral Engage Digital Communities:
  - Identification information for end users such as full name, gender, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title) and company name.
  - Identification information of Customer’s employees or authorized users or other third-party contributors, including name and e-mail address.
  - Content published on communication channels connected to the Services, including public information on social media channels connected to the Service.
  - Content published on the online sharing space, including any public posts and private messages.
- Any other Customer Personal Data that the Customer, its authorized users or third parties involved in the communications choose in their sole discretion to include in the content of the communications that are sent and received using the Services.
- Any other Customer Personal Data that may be necessary for RingCentral to provide the Services as described in the Agreement.

#### **Special Categories of Customer Personal Data**

The Services are not designed to recognize and/or classify data as special categories of data or sensitive data (as defined in the GDPR or in other Applicable Data Protection Laws), nor as Personal Data concerning children or minors, or related to criminal convictions and offenses. Insofar as Customer processes special categories of Personal Data, Customer undertakes to process this category of Personal Data lawfully, and in particular to rely on a valid legal basis in accordance with Applicable Data Protection Laws.

#### **Processing Operations**

RingCentral processes Customer Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, including any ancillary or related Services under the scope of the Agreement, for the purposes of publishing content on public/private communications channels, for customer relationship management, user management, and customer support. RingCentral publishes authorized users’ content onto the public or private communication channels connected to their platform and synchronizes end user content from the same channels. RingCentral stores and displays Customer information and conversations history to the authorized users.

Customer Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the Parties.



## Annex 2

### RingCentral Customer United States Privacy Terms

This United States Privacy Addendum (“US Privacy Terms”) is made by and between RingCentral and Customer (each a “Party”, together the “Parties”), and is supplemental to the Data Processing Addendum (“DPA”) as appended to the Agreement (defined below), executed between the Parties, for the provision of the Services to Customer.

Where US State Privacy Laws apply to RingCentral’s processing of Customer Personal Data on behalf of Customer, the terms of this US Privacy Terms, which forms part of the DPA will apply and will supplement as appropriate the provisions of the DPA. For the avoidance of doubt, in the event RingCentral’s processing of Customer Personal Data on behalf of Customer is not subject to US State Privacy Laws, then this US Privacy Terms will not apply.

Capitalized terms used but not defined in this US Privacy Terms shall have the same meanings as set out in the Agreement.

#### 1. Definitions

- 1.1. **Agreement** shall mean and refer to the main written or electronic agreement between Customer and RingCentral for the provision of any of the RingCentral Services to the Customer.
- 1.2. **CPA** shall mean and refer to the Colorado Privacy Act, as may be amended, and its implementing regulations.
- 1.3. **CPPA** shall mean and refer to the California Privacy Protection Agency, which is vested with the full administrative power, authority, and jurisdiction to implement and enforce the CPRA.
- 1.4. **CPRA** shall mean and refer to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and any implementing regulations promulgated thereunder.
- 1.5. **Customer Personal Information** shall mean and refer to any Personal Information that RingCentral processes on behalf of Customer as a Service Provider under the Agreement.
- 1.6. **CTDPA** shall mean and refer to the Connecticut Data Privacy Act, as may be amended, and its implementing regulations.
- 1.7. **Personal Information** shall mean and refer to any information relating to an identified or identifiable person or individual and also includes personal data, as defined by applicable US State Privacy Laws.
- 1.8. **Sell** shall have the same meaning as set forth in the CPRA.
- 1.9. **Share** shall have the same meaning as set forth in the CPRA.
- 1.10. **Service Provider** shall mean and refer to a service provider or subcontractor, as defined by applicable US State Privacy Laws, that processes Customer Personal Information on Customer’s behalf or on RingCentral’s behalf, where RingCentral is a Service Provider to Customer, for the purposes of the Agreement.
- 1.11. **US State Privacy Laws** shall mean and refer to all United States data protection and privacy laws which may be applicable to RingCentral in the processing of Customer Personal Information as part of the performance of the Services provided to Customer under the Agreement.
- 1.12. **VDCPA** shall mean and refer to the Virginia Consumer Data Protection Act, as may be amended, and its implementing regulations.

#### 2. Scope of US Privacy Terms

- 2.1. These US Privacy Terms will apply only to the extent that RingCentral processes Customer Personal Information on behalf of a Customer as a Service Provider under US State Privacy Laws, where such processing is described in Annex I of the DPA.

#### 3. Roles and Responsibilities

- 3.1. RingCentral Obligations
  - 3.1.1. **Purpose Limitation.** RingCentral shall process the Customer Personal Information for the purposes of the performance of the Services as described in the Agreement and the DPA, except where otherwise required or permitted by US State Privacy Laws. Such purposes include providing, monitoring, supporting, improving, and maintaining the Services, including through automated means such as artificial intelligence.
  - 3.1.2. **CPRA.** For the purposes of Customer Personal Information subject to the CPRA, RingCentral will:
    - 3.1.2.1. Comply with the applicable CPRA obligations.
    - 3.1.2.2. Provide the same level of privacy protection as required by CPRA.
    - 3.1.2.3. Notify the Customer if it can no longer meet its CPRA obligations.
    - 3.1.2.4. Not Sell or Share Customer Personal Information.

- 3.1.2.5. Not retain, use, or disclose Customer Personal Information for any other purpose other than as agreed upon in the Agreement, outside the direct business relationship between the Parties, or as permitted by CPRA.
- 3.1.2.6. Not combine Customer Personal Information it receives from, or on behalf of, Customer with Personal Information it receives from, or on behalf of, another person, or collects from its own interaction with the End User, subject to the exceptions under CPRA, including that RingCentral may combine Customer Personal Information to perform any business purpose as defined in the California Consumer Privacy Act Regulations, California Code of Regulations, Title 11, Division 6, Chapter 1, sections 7000 et seq.
- 3.1.2.7. Cooperate with Customer, upon Customer's reasonable notice, to determine reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Information to the extent there is any unauthorized use of Customer Personal Information.

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

3.1.4. **Security.** RingCentral will maintain appropriate technical and organizational security measures to safeguard the security of Customer Personal Information. 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 Information with administrative, technical and physical measures conforming to generally recognized industry standards and practices. RingCentral's security measures are set out in the RingCentral Security Addendum at <https://netstorage.ringcentral.com/documents/trust-center-security-addendum.pdf>.

3.1.5. **Deletion or Return of Data.** Upon termination or expiry of the Agreement, RingCentral shall delete Customer Personal Information (including copies) in RingCentral's possession or, at Customer's request, provide options to return the Personal Information to the Customer, save to the extent that RingCentral is required by applicable law to retain some or all of the Customer Personal Information.

3.2. **Customer Obligations.** Customer undertakes to:

- 3.2.1. Ensure that it may lawfully disclose the Customer Personal Information to RingCentral for the purposes set out in the Agreement.
- 3.2.2. Comply with US State Privacy Laws in its use of the Services, and its own collection and processing of Customer Personal Information.
- 3.2.3. Process sensitive Personal Information (as defined by US State Privacy Laws), or Personal Information concerning children or minors, or related to criminal convictions and offenses, lawfully, and relying on a valid legal basis in accordance with US State Privacy Laws. The Parties acknowledge that the Services are not designed to recognize and/or classify such Personal Information and that Customer will be responsible when processing this Personal Information using the Services.

#### 4. Service Providers

- 4.1. **Notification.** Where required by US State Privacy Laws, RingCentral will notify Customer before it engages another Service Provider. Where required by US State Privacy Laws, RingCentral will allow Customer thirty (30) calendar days to object to such engagement on reasonable grounds relating to the protection of Customer Personal Information.
- 4.2. **Agreements.** RingCentral shall impose data protection terms on such Service Providers that protect Customer Personal Information to an equivalent standard provided for by these US Privacy Terms.

#### 5. Audits

- 5.1. 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. Both Parties acknowledge that it is the Parties' intention ordinarily to rely on the provision of the security reports in this section to verify RingCentral's compliance with this US Privacy Terms, the VDCPA, CPA, and/or the CTDPA.
- 5.2. Where required by US State Privacy Laws, RingCentral will cooperate with Customer to make available all information in RingCentral's possession to demonstrate compliance with its obligations in the VDCPA, CPA and/or the CTDPA, as applicable.
- 5.3. 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").
- 5.4. 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 US State Privacy Laws, additional information is reasonably necessary to demonstrate compliance with RingCentral's obligations pursuant to US State Privacy Laws and this US Privacy Terms, 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.

- 5.5. 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 these US Privacy Terms or with US State Privacy Laws.
- 5.6. 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 the Customer to appoint another auditor or conduct the audit itself.
- 5.7. 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.
- 5.8. 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 the Customer with details of any applicable fee, and the basis of its calculation, in advance of any such audit.
- 5.9. All information provided or made available to Customer pursuant to this section shall be deemed Confidential Information of RingCentral and Customer will not distribute to any third party without RingCentral's written approval.

## 6. US Educational Institutions

- 6.1. **COPPA.** Information about usage of the Services in accordance with COPPA requirements is available on the Children's Privacy Notice and School/Parental Notification, located at <https://www.ringcentral.com/legal/childrens-privacy-notice-school-parental-notification.html>, and incorporated by reference. If applicable, Customer hereby agrees to obtain and provide, or cause a School Partner to obtain and provide, verifiable consent to RingCentral's collection, use, and disclosure of Personal Data in accordance with the Children's Privacy Notice and School/Parental Notification. If Customer is purchasing RingCentral for Education, pricing tiers are described more fully at <https://www.ringcentral.com/office/industry-solutions/education-cloud-phone-systems.html>.
- 6.2. **FERPA.** For the purposes of the Agreement, if Customer is an educational agency or institution subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), RingCentral shall operate as a school official with legitimate educational interests in obtaining or accessing Personally Identifiable Information, including Education Records pertaining to students (as those terms are defined under FERPA). RingCentral shall only use or disclose such Personally Identifiable Information in accordance with the requirements of 34 C.F.R. § 99.33(a) (governing the use and redisclosure of Personally Identifiable Information from Education Records) as is reasonably necessary to provide the MVP Services or for RingCentral to otherwise perform its obligations under the Agreement. Customer acknowledges RingCentral is under its direct control with respect to the use and maintenance of Education Records, and Customer agrees to be solely responsible for protection of Personally Identifiable Information from Educational Records.

## 7. Miscellaneous

- 7.1. Unless the above explicitly states otherwise the terms and conditions of the Agreement, including any DPA, shall apply to the US Privacy Terms. In case of any conflict between the terms of the Agreement, including any DPA, and the terms of these US Privacy Terms, the terms of these US Privacy Terms prevails with regard to data processing activities subject to US State Privacy Laws.
- 7.2. The governing law and forum that apply to the Agreement also apply to these US Privacy Terms.
- 7.3. Contact information for privacy inquiries: [privacy@RingCentral.com](mailto:privacy@RingCentral.com)

**ATTACHMENT G**  
**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 concurrently 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](mailto: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 Digital (third party channel communications excluded)

#### 4.1.2 Letter of Transmittal

1. Each response must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- Identify the submitting organization
- Identify the name and title of the person authorized by the organization to contractually obligate the organization
- Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization
- Identify the names, titles, and telephone numbers of persons to be contacted for clarification
- Explicitly indicate acceptance of the Conditions Governing the Procurement F. Be signed by the person authorized to contractually obligate the organization

RingCentral is pleased to present our response to Alabama Community College's (ACCS) Request for Bid (RFB) to provide industry leading UCaaS and CCaaS cloud-based offerings.

This RFB response describes our industry leading UCaaS that provides ACCS with a multi-user, multi-extension, cloud-based business communications solution. This solution, which provide 99.999% uptime, is instantly activated, and delivers a rich set of functionalities to ACCS' supported entities.

More than 450,000 customers and millions of users depend on our innovative products and solutions every day for unified voice, video meetings, team messaging, digital customer engagement, and integrated solutions.

We believe that our solutions go beyond the core functionality of existing on-premises communications solutions. RingCentral provides additional key benefits that address the changing requirements of the education community.

RingCentral and its powerful IT and line-of-business analytics enable public sector entities to operate effectively, with the highest level of enterprise-grade security, reliability, and privacy.

RingCentral provides a solution that meets and exceeds ACCS' requirements outlined in your RFB. We look forward to providing you with a proven UCaaS to help meet ACCS' supported entities evolving communication needs.

Name and title of the person authorized by the organization to contractually obligate the organization: Stacy Schwartz, VP Sales, U.S. Public Sector and Education.

Name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization: Stacy Schwartz, VP Sales, U.S. Public Sector and Education, (657) 233-8848.

Names, titles, and telephone numbers of persons to be contacted for clarification: George Seul, Account Executive, Government and Education, (317)-542-3094.

RingCentral's price and delivery are predicated on all transactions being governed exclusively by the terms and conditions of the RingCentral Master Services Agreement (the "MSA"). RingCentral's proposal is provided for informational purposes only and is not intended to be incorporated into any resulting contract. A draft MSA is submitted as an integral part of RingCentral's quotation. RingCentral is a highly regulated provider of internet communications services 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.

For clarification, all terms and conditions included in the RFB are superseded in their entirety by the terms and conditions enumerated in RingCentral's attached MSA. Any exceptions to RingCentral's MSA shall not be binding unless such terms are mutually agreed to during negotiations.

Sincerely,

DocuSigned by:

  
D5FC30816EF04C6...

VP Sales, U.S. Public Sector and Education

stacy.schwartz@ringcentral.com

(657) 233-8848

## 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. 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](mailto:jpa-notification@accs.edu)

Vendor Name: RingCenral, Inc Date: Feb 7, 2024

Website Address: \_\_\_\_\_

	Name(s)	Phone Number(s)	E-Mail Address(s)
Primary Contract Executive(s)	Jeannie Horton-Israel	980-890-8549	j
Senior Account/Sales Manager(s) (by region if necessary)			
Account/Sales Manager(s) (by region if necessary)	George Seul	317-542-3094	george.seul@ringcentral.com
Technical Support	Customer Support	888-898-4591	

### BID INFORMATION INDEX

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

	Document Name	Page Number(s)
Product and Services Delivery Overview	Business Proposal	14-18
Geographic Coverage	Business Proposal	14
Availability of Technical Support	Business Proposal	25
Problem Resolution	Business Proposal	*14
Customer Satisfaction	Business Proposal	*14
Value Added Services	Business Proposal	14-18
Reporting	Business Proposal	18
Electronic Commerce	Business Proposal	23, 27
Breadth of Offering	Business Proposal	19-21
Primary Account Representative	Business Proposal	22
References	Business Proposal	22
Pricing Level and Guarantee	Business Proposal	