

MASTER SERVICES AGREEMENT

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

BACKGROUND

- A. RingCentral is a provider of cloud-based unified communications and collaboration services, including voice, online meeting, video conferencing, contact center and related services, applications and product integrations.
- B. Customer wants to receive certain RingCentral services and products as the Parties may agree in writing from time to time, described more fully in the relevant Attachments.
- C. This Agreement sets forth the terms and conditions under which RingCentral will provide such services and products to Customer.

The Parties agree as follows:

1. Definitions

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

2. Ordering and Term

A. Ordering Services

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

B. Attachments

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

- ☒ Exhibit A – Definitions
- ☒ Service Attachment A – RingCentral Office
- ☒ Service Attachment B – Professional Services Agreement
- ☒ Attachment C – Service Level Agreement for Office Services
- ☒ Attachment D – Service Level Agreement for Support Services
- ☒ Attachment E – Business Associate Agreement
- ☒ Attachment F – Security Addendum
- ☒ Attachment G – Public Sector Entity – Ts & Cs Addendum

- ☒ Attachment H – Data Processing Addendum

C. Equipment

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

- (i) Purchase: <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>
(ii) Rental: <https://www.ringcentral.com/legal/lease-rental.html>

D. Term of this Agreement.

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

E. Services Term

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

3. Invoicing and Payment

A. Prices and Charges.

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

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

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

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

C. Taxes

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

D. Billing Disputes

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

4. Provision of the Service

A. General Terms

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

B. Customer Care

- i. Customer must provide all first-tier support to Customer's End Users. RingCentral may require Customer's Helpdesk support personnel to complete a series of training courses on RingCentral's Services. Such training will be provided online by RingCentral at no cost.
- ii. RingCentral will make second-tier remote support available to Customer's Helpdesk personnel and/or Account Administrators via RingCentral Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Onsite and implementation services are not included in the RingCentral Customer Care support.

- iii. Customer may open a case with RingCentral Customer Care at <http://support.ringcentral.com>. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account, and will be required to follow RingCentral's authentication protocol.

C. Professional Services

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

D. Subcontracting

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

E. Limitations

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

5. Use of the Service

A. Service Requirements

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

B. Use Policies

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

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

i. Acceptable Use Policy

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

Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use

Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact RingCentral Support in advance to avoid any Service disruption.

ii. Emergency Services

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

iii. Numbering Policies

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

6. Termination

A. Termination for Cause

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

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

B. Effect of Termination

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

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

remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

1. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("Software") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.
2. Customer will not, and will not allow its End Users, to:
 - a) Sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity;
 - b) modify, adapt or create derivative works of the Software or any associated documentation;
 - c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software;
 - d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use;
 - e) create any competing Software or Services; or
 - f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

i. RingCentral's Rights

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

ii. Customer Rights

As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

C. Use of Marks

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

8. Confidentiality

A. Restrictions on Use or Disclosures by Either Party

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

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

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

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

9. Data Protection

A. Data Privacy

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

B. Data Security

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

Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify

RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.

C. Software Changes

RingCentral may from time to time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitation of Liability

A. Excluded Damages.

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

B. Direct Damages.

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

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

C. Survival.

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

11. Indemnification

A. Indemnification by RingCentral

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

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

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

B. Indemnification by Customer

Customer agrees to indemnify, defend RingCentral and its Affiliates at Customer's expense, from and against any and all Third Party Claims, arising out of or in connection with: i) material violation of applicable Law by the Customer or its End Users in connection with the use of the Services; ii) use of the Services in a manner not authorized by this Agreement; iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided by or on behalf of RingCentral, or iv) claims relating to Customer Content. Further, Customer will indemnify and hold harmless RingCentral against all damages, costs, and attorneys' fees finally awarded against RingCentral by a court of competent jurisdiction in connection with such Third-Party Claim, or agreed to in a written settlement agreement approved in writing by the Customer.

C. Defense and Indemnification Procedures

Any Party seeking defense or indemnification (the "Indemnified Party") must provide the Party from which it seeks such indemnification or defense (the "Indemnifying Party") with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section (Indemnification), except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Party will have the right to participate at its own expense in the defense of such

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Third-Party Claim, including any related settlement negotiations. No such claim may be settled or compromised by the Indemnifying Party without the Indemnified Party's express written consent (which such consent may not be unreasonably withheld, conditioned, or delayed), unless such settlement or compromise includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim.

12. Warranties

A. RingCentral Warranty

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

B. Customer Warranty

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

C. Disclaimer of Warranties

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

13. Dispute Resolution

A. Good Faith Attempt to Settle Disputes

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

B. Venue

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

C. Equitable Relief

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

D. Limitations

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

14. Miscellaneous

A. Relationship of the Parties

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

B. Assignment

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

C. Notices

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

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

D. Force Majeure

Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

E. Third-Party Beneficiaries

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

F. Headings, Interpretation

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

G. Governing Law

The Agreement is governed by the Laws of the State of California, excluding its choice of Law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

H. Anti-Bribery

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

I. 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.

J. 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.

K. 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.

L. Entire Agreement

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

M. Order of Precedence

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

N. 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.

O. 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.

P. 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.

Q. 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.

R. Counterparts

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

S. Survival

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

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

Customer

<< Customer Name>>

By:

Name: _____

Title: _____

Date: _____

RingCentral

RingCentral, Inc.

By:

Name: _____

Title: _____

Date: _____

EXHIBIT A
DEFINITIONS

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

1. **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, 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 are part of this Agreement.
8. **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.
10. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
11. **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees and attorneys.
12. **“Dispute”** has the meaning set forth in Section 13(A) (Good Faith Attempt to Settle Disputes).
13. **“Electronic Signatures”** means an electronic sound, symbol, or process, including clicking a

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

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

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

SERVICE ATTACHMENT A

Service Attachment – RingCentral Office Services

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

1. Service Overview

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

RingCentral Office includes

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

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

2. Office Purchase Plans

A. Tiers of Service

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

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

B. Minute and Calling Credit Bundles

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

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the

Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

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

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

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

3. N11 and other Calling

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

4. Directory Listing Service

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

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

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

5. RingCentral Global Office

RingCentral Global Office provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global Office is available. Additional information related to Global Office Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>.

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

A. Emergency Service Limitations for Global Office

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

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

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

C. Relationships with Local Providers.

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

to conclude and enter into agreements with such local providers on Customer's behalf to secure such services.

RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed. RingCentral, Inc., is responsible for all contracting, billing, and customer care related to those services.

6. Definitions

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

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

SERVICE ATTACHMENT B

SERVICE ATTACHMENT – RINGCENTRAL PROFESSIONAL SERVICES AGREEMENT

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

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

1. Service Overview

RingCentral shall provide the implementation, installation, consulting, configuration services and other professional services (“**Professional Services**”) as described and agreed upon in writing between the Parties pursuant to a statement of work (“**Statement of Work**” or “**SOW**”). The Professional Services may include the creation and delivery of customized software, documentation or other work product (“**Deliverables**”).

2. Project Phases

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

3. Customer Sites and Site Visits

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

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

- b. Customer shall ensure that all Site hardware and network environment meets or exceed the requirements set forth in the Statement of Work and in “RingCentral VoIP Network Requirements and Recommendations” which can found at: https://success.ringcentral.com/articles/RC_Knowledge_Article/9233
- c. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer’s systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer’s failure to do so.
- d. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral Project Manager the following information for the Site to be visited:
 - i. a fully completed Site Survey Data form which can be accessed and completed at <http://www.quickbase.com> (Customer will be given a username and password for access to the site upon execution of the applicable SOW);
 - ii. the first and last name, extension number, and email address for delivery of message notification emails of each User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Plan Service’s bulk configuration utility);
 - iii. written or illustrated diagrams of Customer’s current and proposed dial plans and data and call flows; and
 - iv. information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.

4. Late Site Visit Change.

The Parties acknowledge and agree that Customer’s cancellation or change of the dates of a Site Visit at any time during the ten (10) business days immediately prior to the date that the Site Visit is scheduled to take place (a “**Late Site Visit Change**”) will cause RingCentral to incur in expenses and losses (including without limitation RingCentral’s costs in rescheduling the Site Visit and/or loss of opportunity for other business during the period during which such Site Visit was to take place). Accordingly, Customer agrees that for each Late Site Visit Change, Customer shall incur (at the time of cancellation or change) and be liable for, as liquidated damages, an amount equal to eight (8) hours of RingCentral T&M Services at RingCentral’s then-current T&M Services hourly rate (as set forth in the applicable SOW), as well as any Service Expenses (set at \$2,500 per trip) that have already been expended by RingCentral. The Parties acknowledge and

agree that this amount is a fair, reasonable, and appropriate pre-estimate of the losses that RingCentral will incur as a result of any single Late Site Visit Change.

5. Professional Services Acceptance

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

- a. Customer executes the PCF.
- b. If RingCentral presents Customer with the PCF and the Customer fails to execute the PCF within three (3) days, unless the Customer provides to RingCentral, within those three (3) days, with a detailed description of the items that are outstanding or that are materially non-conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services, and re-submit the PCF for the Project Phase to the Customer for Acceptance as described above. If RingCentral timely receives from the Customer a second rejection notice, and RingCentral, in its reasonable discretion determines that the Professional Services for the Project Phase were properly completed in accordance with the Completion Criteria, the Project Phase will be deemed to have been Accepted.
- c. **Production Use:** Unless otherwise agreed in writing between the parties, production use will constitute Acceptance for all purposes of this PS Agreement.
- d. In the event of termination of the applicable SOW as set forth below.
- e. **T&M Services.** Acceptance for T&M Services is deemed accepted upon performance.

6. Payment

- a. The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for T&M Services. Customer will compensate RingCentral fees and expenses for the Services as set forth in the applicable SOW. Customer acknowledges and agrees that all fees and charges shall be due and payable without any deduction, withholding, or offset of any kind, including without limitation for any levy or tax.
- b. **Invoicing and Payment of Professional Services fees.** Except to the extent otherwise provided in an SOW, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced Monthly in arrears. The payment term for each invoice is set forth in the Agreement.

- c. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its fixed travel, meal, and lodging expenses incurred in connection with any Site Visit ("**Service Expenses**"). Travel, meal, and lodging expenses shall be invoiced upon Acceptance of each Project phase, alongside all other amounts due under this PS Agreement, on a per-trip/per resource basis, at a fixed rate of \$2,500 per trip. RingCentral shall, after Customer request, provide information verifying the deployment of on-site resources, but all invoices regarding Service Expenses shall only reference the fixed cost mentioned above, as applicable.
- d. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:
 - i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours of RingCentral per day at RingCentral's then-current T&M Services hourly rate.
 - ii. Customer agrees to pay a reschedule fee of five hundred dollars (\$500.00) for any Site Visit that must be rescheduled without at least ten (10) business days' notice to RingCentral.
- e. **Full Statement of Conditions for Customer Payment Obligations.** In no event shall Customer's incurring of or obligation to pay any amount under this PS Agreement be contingent on or tied in any way to the occurrence of any event not specifically identified in this PS Agreement, as such a condition with respect to such amounts.

7. Changes to SOWs

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

8. Term and Termination

- a. **Term.** This PS Agreement shall remain in effect for as long as the Agreement is in effect, unless terminated in accordance with this Section.
- b. **Termination.** Either Party may terminate this PS Agreement, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one SOW or Project Phase shall not necessarily result in the termination of, or otherwise affect, any other SOW or Project Phase.
- c. **Effect of Termination.** In the event that this PS Agreement, a SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:

- i. any Professional Services and T&M Services that have been rendered up until the effective date of the termination;
 - ii. all applicable Service Expenses incurred; and
 - iii. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled.
- d. **Post-Termination Notice Wrap-Up.** Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase, as the case may be, but shall have the right to elect in its sole discretion to continue to perform such Services in the period prior to the applicable SOW's or Project Phase, as the case may be, termination.
- e. **Obligations Upon Termination.** Upon termination of this PS Agreement, Customer will promptly destroy or, at RingCentral's request, return to RingCentral, all RingCentral Confidential Information in their possession, including deleting or rendering unusable all electronic files and data that contain RingCentral Confidential Information, and will provide RingCentral with certification of compliance with this subsection.

ATTACHMENT C

SERVICE LEVEL AGREEMENT FOR OFFICE SERVICES

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

1. Overview

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

	Performance Level
Service Availability (Monthly Calculation)	99.999%
Maximum Service Credit (Monthly)	30% of MRC
Quality of Voice Service (Monthly Calculation)	3.8 MOS Score

2. Minimum Eligibility

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

3. Service Delivery Commitments

a. Calculation of Service Availability.

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

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 Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.999	0% MRC
≥ 99.500 and < 99.999%	5% MRC
≥ 99.000 and < 99.5000%	10% MRC
≥ 95.000 and < 99.000%	20% MRC
< 95.000%	30% MRC

- c. **Qualifying for Service Credits.** Service Credits for Down Time will accrue only to the extent:
- Down Time exceeds 1 minute;
 - Customer reports the occurrence of Down Time to RingCentral Customer Service by opening a Support Case within twenty-four (24) hours of the beginning of the applicable Down Time period and in accordance with RingCentral's published customer service procedures;
 - Customer submits a written request for Service Credits to RingCentral Customer Service within ten (10) business days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;
 - RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
 - 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. Quality of Service Commitments

- Quality of Service Targets.** RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public WiFi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.
- 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.
- 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 the Minimum MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within four (4) months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
- c) To exercise its termination right under this Office SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to right to terminate under this Section accrues.

6. Sole Remedy

The remedies available pursuant to this 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 SLA. For the avoidance of doubt, this clause does not bar or otherwise limit the remedies Customer may otherwise have for RingCentral's breach of the Agreement, subject to the limitations therein.

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

- c) **“MRC”** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Office Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Office Services.
- d) **“Quality of Service Report”** means a technical report provided by RingCentral, detailing MOS and related technical information.
- e) **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, private IP networks, and the PSTN. The RingCentral Network does not include the public Internet, a Customer’s own private network, or the Public Switched Telephone Network (PSTN).
- f) **“Service Availability”** is the time for which Voice Services for RingCentral Office are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth below.
- g) **“Service Credits”** means the amount that RingCentral will credit a Customer’s account pursuant to this Office SLA.
- h) **“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.
- i) **“Support Case”** means an inquiry or incident reported by the Customer, through its helpdesk, to RingCentral’s Customer Care department, by placing a telephone call as outlined at <http://success.ringcentral.com/RCContactSupp>.
- j) **“Territory”** means those countries in which Customers subscribes to RingCentral Office or Global Office Services.
- k) **“Voice Services”** means the audio portion of the Plan Services, across endpoints, including the Softphone, and IP desk phone.

ATTACHMENT E

RINGCENTRAL BUSINESS ASSOCIATE AGREEMENT

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

RECITALS

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

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

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

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

AGREEMENT

1. Obligations of RingCentral. RingCentral agrees:

- a) subject to the provisions of Section 2, to use and disclose Customer’s PHI only in connection with the provision of the Services purchased by Customer as part of or related to Customer’s Account(s), as required by law, or for any other purpose permitted by the Agreement, or this BAA, provided that RingCentral may not use or disclose Customer’s PHI in a manner that would violate the requirements of subpart E of 45 C.F.R. Part 164 if done by Customer;
- b) not to use or further disclose Customer’s PHI other than as permitted or required by this BAA, or as required by law;
- c) where applicable, to make reasonable efforts to use, disclose, and request only the minimum necessary amount of PHI;
- d) to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to the protection of Electronic PHI, to prevent use or disclosure of Customer’s PHI other than as provided for by this BAA;
- e) to report to Customer any use or disclosure of Customer’s PHI not provided for by this

BAA of which RingCentral becomes aware, including any breach of unsecured PHI as required by 45 C.F.R. § 164.410, and any security incident involving Customer's PHI of which RingCentral becomes aware; provided, however, that notwithstanding the foregoing, the Parties agree that this BAA serves as notification, and that no further notification is required, of the ongoing existence of Unsuccessful Security Incidents. For purposes of this BAA, an **"Unsuccessful Security Incident"** includes, without limitation, activity such as pings and other broadcast attacks on RingCentral's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as such activity does not result in unauthorized access, use, acquisition, or disclosure of Customer's PHI;

- f) to ensure that any subcontractor that creates, receives, maintains or transmits Customer's PHI on behalf of RingCentral agrees to substantially the same restrictions and conditions that apply to RingCentral with respect to such PHI, as required by the HIPAA Rules;
- g) to the extent that RingCentral has been delegated under the Agreement and is to carry out an obligation of Customer under Subpart E of 45 C.F.R. Part 164, RingCentral will comply with the requirement(s) of Subpart E of 45 C.F.R. Part 164 that apply to Customer in the performance of such delegated obligation;
- h) to the extent that: (i) Customer provides advanced written notice to RingCentral that RingCentral will maintain PHI in a "designated record set" as defined in the HIPAA Rules ("Designated Record Set") (and with the understanding that the Parties do not intend for RingCentral to maintain PHI in a Designated Record Set), (ii) the Designated Record Set (if any) maintained by RingCentral is not duplicative of records maintained by Customer, and (iii) to the extent possible in light of the Customer's option to enable the HIPAA Setting ("HS") (described in Section 4): RingCentral agrees to:
 - a. upon receipt of a written request from Customer, make available to Customer to inspect and/or obtain a copy of Customer's PHI maintained by RingCentral in a Designated Record Set, as required under 45 C.F.R. § 164.524, for so long as RingCentral maintains such PHI in a Designated Record Set; and
 - b. upon receipt of a written request from Customer, provide such information to Customer for amendment and incorporate amendments to PHI maintained by RingCentral in a Designated Record Set as agreed to by Customer under 45 C.F.R. § 164.526, for so long as RingCentral maintains such PHI in a Designated Record Set.
- i) to the extent possible in light of the Customer's option to enable the HIPAA Setting (described in Section 4), and to the extent no disclosure exceptions apply under 45 C.F.R. § 164.528, to maintain and to make available to Customer the information required for Customer to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
- j) In the event any individual delivers directly to RingCentral a request for an amendment to PHI, access to PHI, or an accounting of disclosures of PHI, to promptly forward individual to Customer. Customer must provide request to RingCentral.;
- k) to make its internal practices, books, and records relating to the Use and Disclosure of Customer's PHI available to the Secretary (as defined in the HIPAA Rules) for purposes of

determining Customer's compliance with 45 C.F.R Part 164, Subpart E; and

- l) upon termination of this BAA for any reason, if feasible, to return or destroy all PHI received from Customer, or created or received by RingCentral on behalf of Customer, in connection with this BAA, to the extent it has not been already erased, returned or destroyed, and retain no copies thereof, or, if in RingCentral's opinion such return or destruction is not feasible, to extend the protections of this BAA to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.
2. **Permitted Uses and Disclosures of PHI.** Notwithstanding the other provisions of this BAA, RingCentral is permitted to use or disclose Customer's PHI for its proper management and administration or to carry out its legal responsibilities, provided that RingCentral may only disclose PHI for such purposes if: (i) the disclosure is required by law or (ii) RingCentral obtains reasonable assurances from the person to whom the PHI is disclosed that the information will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies RingCentral when the confidentiality of the PHI has been breached.
3. **Obligations of Customer.** Customer will:
- a) obtain any consent, authorization, or permission that may be required by the HIPAA Rules, or any other applicable laws or regulations prior to using the Services to create, receive, maintain, or transmit PHI, or otherwise provide PHI to RingCentral. Without limiting the generality of the foregoing, in the event Customer transmits PHI via text message, or any other method of transmission of PHI as part of the Plan Services, Customer agrees to notify the individual whose PHI is to be transmitted that such transmission is not secure and to obtain such individual's consent or authorization, consistent with applicable law, before transmitting any such PHI.
 - b) use, disclose, request, and otherwise provide to RingCentral and RingCentral employees only the minimum amount of PHI necessary for RingCentral to 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; and
 - f) not request that RingCentral use or disclose Customer's PHI in a manner that would not be permissible under the HIPAA Rules if done by Customer.
 - g) The Parties agree that in the event RingCentral believes that any limitation(s) or restriction(s) on the use or disclosure of PHI pursuant to this Section 3 may materially impair RingCentral's ability to provide Services or materially affect RingCentral's costs of providing Services, the Parties will promptly negotiate in good faith an amendment to Agreement that is necessary to adjust RingCentral's obligations and/or reflect RingCentral's increased costs. In the event such negotiations are unsuccessful,

RingCentral may terminate this BAA and the Agreement without penalty or further obligation to RingCentral.

4. Additional Options Related to the Services

a) HIPAA Setting Description and Availability

- i. RingCentral has created a "HIPAA Setting" ("HS") that Customer has the ability to enable for the RingCentral Office and RingCentral Glip Services (but not for Contact Center Customer Accounts). When enabled, the HS will delete the following every thirty (30) days for RingCentral Office: voice recordings, voicemail, facsimile, short message service ("SMS"), and multimedia message service ("MMS") for RingCentral Office. When enabled, the HS will delete the following every thirty (30) days for RingCentral Glip Services: chat content, time and date of message, text messages, tasks, notes, files, images, links, events, call activities, and/or posts from third party integrated applications. In addition, the activation of the HS may disable the attachment of voicemail and facsimile/internet facsimile messages to message notification emails sent using the RingCentral Office or RingCentral Glip Services.
- ii. The HS option is not available for RingCentral's Contact Center Services and therefore PHI that is created, received, maintained or transmitted using the Contact Center Services will not be deleted within 30days.
- iii. Customer will be solely responsible for activating the HS and ensuring it remains active. If the Customer has more than one Account with RingCentral, the HS needs to be activated for each Account separately.

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

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

7. Termination.

- a) Automatic BAA Termination. Termination or expiration of the Agreement for any reason will result in the termination of this BAA.
- b) Direct BAA Termination. In the event that either Party violates a material term of this

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

8. Miscellaneous.

- a) Definitions. All capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. Subject to the immediately foregoing sentence, any other terms that are not defined in this BAA or the Agreement but that are defined under the HIPAA Rules have the same meaning as defined under the HIPAA Rules. For purposes of this BAA, "**PHI**" means "protected health information" as that term is defined in the HIPAA Rules, limited to such information created, received, maintained, or transmitted by RingCentral for or on behalf of Customer.
- b) No Third Party Beneficiaries. Nothing in this BAA, express or implied, is intended to confer or will confer upon any person or entity other than the Parties any right, benefit, or remedy as a third party beneficiary or by any other nature whatsoever under or by reason of this BAA.
- c) Notices. All notices or other communications to be given under this BAA are deemed given when emailed.

To Customer: The postal and email address on file at the time of
notice for an Account

To RingCentral: RingCentral, Inc.
Attn.: Legal Department
20 Davis Drive
Belmont, California 94002
HIPAA@ringcentral.com

- d) Modification. No modification or amendment of this BAA will be effective unless set forth in a document specifically referencing this BAA that is executed by both Parties.
- e) Counterparts. This BAA may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- f) Entire Agreement. RingCentral will be bound by the terms of this BAA only to the extent that: (i) Customer is a "Covered Entity" or "Business Associate" (as that term is defined in the HIPAA Rules) pursuant to HIPAA; and (ii) RingCentral is acting as Customer's "business associate" (as that term is defined in the HIPAA Rules) pursuant to HIPAA. This BAA, together with the Agreement, states the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

ATTACHMENT F

RINGCENTRAL SECURITY ADDENDUM

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

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

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

2. Information Security Management.

- a) **Policies and Standards:** RingCentral has established, and will maintain, documented policies or standards appropriate to govern the handling of Confidential Customer Data in compliance with the Agreement and applicable law.
- b) **Administrative, Technical and Physical Safeguards:** RingCentral has implemented and will maintain administrative, technical, and physical safeguards to protect Confidential Customer Data. These safeguards include measures to: (i) to protect the security and confidentiality of Confidential Customer Data; (ii) to protect against reasonably anticipated threats or hazards to the security or integrity of Confidential Customer Data; and (iii) to protect against unauthorized access to or use of Confidential Customer Data which could reasonably result in harm to Customer.
- c) **Revisions to Security Measures:** RingCentral reserves the right to modify and revise its technical and non-technical security measures over time.

3. Human Resource Security.

- a) **Background Checks:** Prior to assigning any of its employees to positions in which they will, or RingCentral reasonably expects them to, have access to Confidential Customer Data, RingCentral

will conduct background checks on such employees, except where prohibited by law. Background checks will include, for US personnel:

- i. a search of the National Criminal Database and a search in each county, if any, in which a criminal history is identified by the National Criminal Database search;
 - ii. a federal crimes search of all federal districts in which the applicant has lived (as determined by a self-report and a search against Social Security numbers);
 - iii. a felony and misdemeanor search of all county courts in which the applicant has lived in the past 7 years (as determined by a self-report and the SSN Search; provided that for former addresses located within AL, CO, FL, GA, KY, MD, MO, NE, NM, NY, NC, OR, SC, UT, WA, or WI only, a “statewide” search is permitted in lieu of a county court search; and
 - iv. a search of any relevant national governmental restricted list, including any list of restricted or prohibited individuals issued by the OFAC.
- b) Training: RingCentral shall provide training to RingCentral employees and contractors on security and privacy requirements applicable to RingCentral and to the handling and processing of customer information. Such training shall occur at least annually and also during new employee orientation.
- c) Non-disclosure: RingCentral shall ensure that its Personnel with access to Customer Confidential Data are bound in writing by obligations of confidentiality sufficient to protect the Customer Confidential Data in accordance with the terms of the Agreement and applicable laws.

4. Asset Management.

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

5. Access Control.

- a) Authorized Personnel: RingCentral will limit access to Confidential Customer Data to only those Personnel who have a reasonable need to access the Confidential Customer Data to enable RingCentral to perform its obligations under the Agreement. RingCentral will re-evaluate its list of authorized Personnel at least annually.
- b) Access Controls: RingCentral shall employ access control mechanisms to prevent unauthorized access to Customer Confidential Data. Such mechanisms will have the capability of detecting and logging access to the system or network.
- c) Password Administration: Passwords that are associated with RingCentral’s access to the Confidential Customer Data will consist of at least eight (8) alpha numeric characters will include both upper and lower case and include special characters. Passwords, if known by others, must be changed on first login. Passwords must be changed at least every one hundred twenty (120) days.

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

- d) Account Lockout due to Failed Login Attempts: Account lockout will occur after no more than six (6) failed access attempts.
- e) Unique User Accounts: RingCentral Personnel will have individual User Accounts that authenticate that individual's access to Confidential Customer Data. RingCentral will not allow sharing of Accounts. For the avoidance of doubt, this does not require RingCentral to rename or cease using admin Accounts that cannot technically or within commercial reason be renamed (Example: root).
- f) Periodic Review of Authorized Personnel: RingCentral will maintain a process to review no less frequently than annually the list of authorized Personnel with access to RingCentral production networks and RingCentral data centers.
- g) Remote Access Authentication: RingCentral will configure remote access to all production networks containing Confidential Customer Data to require Strong Authentication for such access.
- h) Revocation of Access: RingCentral will promptly revoke Personnel's access to physical locations, networks, and applications that Process Confidential Customer Data upon such Personnel's termination.

6. Cryptography

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

7. Physical and Environmental Security

- a) Secure Areas: Physical security safeguards will include physical safety and security safeguards at RingCentral controlled facilities where Processing of Confidential Customer Data is performed. Such physical security safeguards shall meet reasonable commercial standards for office buildings, and reasonable commercial standards for data centers.
- b) Access and Authorization Processes: RingCentral will maintain a documented authorization and logging process for all persons, including Personnel and visitors, who maintain or otherwise have access to Secure Areas. RingCentral's authorization process will include at least the following:
 - i. RingCentral will maintain reports for a minimum of 90 days detailing all access to Secure Areas;
 - ii. RingCentral access systems will be capable of monitoring and logging door alarms at Secure Areas, subject to the terms and conditions of any prior or contemporaneous agreements between RingCentral and any third party vendors or service providers;
 - iii. Subject to the terms and conditions of any prior or contemporaneous agreements between RingCentral and any third party vendors or service providers, and to the extent RingCentral is required to maintain card access or video surveillance capability in accordance with those

agreements:

(1) RingCentral will maintain active service agreements with card access and video surveillance equipment support vendors; and (2) RingCentral will retain all video surveillance image data for a minimum of ninety (90) days from the date such image data was collected.

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

8. Operations Security

- a) Malicious Code Protection: To the extent practicable, RingCentral will have current antivirus software installed and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.
- b) Intrusion Detection and Prevention: RingCentral will deploy network intrusion detection and/or network intrusion prevention systems (NIDS/NIPS) that monitor all traffic entering or leaving the Data Centers.
- c) Audit and Reporting: For systems or applications associated with the access, processing, storage, communication and/or transmission of Confidential Customer Data, RingCentral will generate audit logs on at least on a daily basis. RingCentral will review the audit logs in accordance with RingCentral’s information security and other Operations policies or at least monthly for indicators of unauthorized access and/or Security Breach.
- d) Vulnerability Management: RingCentral will use commercially reasonable efforts to run internal and external network vulnerability scans of the Services at least quarterly and after any material change in the network configuration (e.g., new system component installations, changes in network topology, firewall rule modifications, or product upgrades). Vulnerabilities identified and rated as high risk by RingCentral will be remediated within a reasonable time period after RingCentral has actual or constructive knowledge of such security vulnerabilities.
- e) Annual Pen-Test: RingCentral agrees to annually conduct a penetration test of its RingCentral Office and Glip products. Where applicable, such test will include efforts to find security bugs/bug types listed in the then-current OWASP Top 10 and CWE/SANS Top 25 vulnerabilities. Vulnerabilities identified and rated as high risk by RingCentral will be remediated within a reasonable time period.

9. Communications Security

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

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

10. Product Development and Service Operations

- a) Documentation and Training: RingCentral will maintain documentation on overall system, network, and application architecture and security infrastructure for the Services.
- b) Secure Software Development: RingCentral will employ documented secure programming guidelines, standards, and procedures in the development of applications that process or store Confidential Customer Data.
- c) Application Security Testing: RingCentral will perform application security testing on RingCentral Office and Glip applications no less than annually. Automated and/or manual processes and procedures will be employed in performing such testing.
- d) Change Management: RingCentral will employ an effective, documented change management program with respect to the Services.
- e) Data Retention: RingCentral will only retain Confidential Customer Data for as long as is necessary for the purposes for which it was collected and processed, which, for clarity shall permit RingCentral to retain Confidential Customer Data as long as Customer retains it within the relevant Account(s) or application(s) and for a period not to exceed forty-five (45) days after closure of Customer’s Account(s). RingCentral agrees to purge the Confidential Customer Data within forty-five (45) days of Customer’s closure of such Account(s).

11. Supplier Relationships

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

12. Security Incident Management

- a) Data Breach: In the event of a known Data Breach of Confidential Customer Data, RingCentral will undertake commercially reasonable efforts to notify Customer promptly and will undertake commercially reasonable efforts to update Customer of developments relating to the Data Breach. Notice will be provided to Customer’s admin users and/or business contact of record on the Account.
- b) Remediation: In the event RingCentral knows of unauthorized access of Confidential Customer Data, RingCentral will: (i) investigate the unauthorized access; (ii) implement a commercially reasonable remediation plan (RingCentral acknowledges that any legal requirements under Data Privacy Legislation imposed on RingCentral in the case of a breach of personal information is deemed to be commercially reasonable) to address the unauthorized access and to mitigate the incident and reasonably prevent any further incidents; (iii) take commercially reasonable measures to remediate the effects of the unauthorized access in accordance with such

remediation plan; and (iv) reasonably cooperate with any law enforcement or regulatory official investigating such unauthorized access.

13. Audits and Compliance

- a) Independent Assessments: For its RingCentral Office and Glip services, RingCentral will conduct an independent assessment consisting of a Report on Controls at a Service Organization relevant to Security and Availability ("SOC2" Type II) at least annually by a reputable independent third party organization.
- b) Compliance with Laws: RingCentral will comply with all applicable laws and Data Privacy Legislation that are in effect during the term of the Agreement related to the security of the Confidential Customer Data.
- c) Permitted Uses and Disclosures of Confidential Information: RingCentral will not use or disclose any Confidential Customer Data contrary to the provisions of the Agreement, and any use or disclosure of any Confidential Customer Data is specifically and expressly limited to the use or disclosure that is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement, or such use or disclosure that is otherwise authorized under the Agreement.
- d) Right to Audit: Customer may, on one (1) occasion within any consecutive twelve (12) month period, request with thirty (30) days prior written notice in accordance with the Agreement, and on mutually agreed upon terms (which shall include without limitation Customer's agreement to provisions related to the protection and confidentiality of Confidential Customer Data that is in RingCentral's sole discretion adequate to protect RingCentral's information assets), to perform, during RingCentral's normal business hours, without the disruption of RingCentral's normal business operations, and at Customer's sole expense (which may include the reimbursement of RingCentral for any time RingCentral employees spend conducting or assisting with such audit), a reasonable security audit of RingCentral's Data Centers, Office facilities, procedures, and documentation in order to ascertain compliance with applicable law, these information security requirements, non-disclosure agreements, and any agreements between Customer and RingCentral with respect to Confidential Customer Data ("SecurityAudit").

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

- a) "Confidential Customer Data" means all Customer Communications, customer account information and customer proprietary network information ("CPNI") as that term is defined in Section 222 of the Communications Act of 1934, 47 U.S.C.222, as amended, which includes information available to RingCentral or its Affiliates by virtue of RingCentral's relationship with Customer as a provider of the Services.
- b) "Customer Communications" means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, conferences or other communications transmitted or stored through the Services.
- c) "Data Breach" means any: (i) unauthorized Processing of Confidential Customer Data (for the avoidance of doubt, "unauthorized Processing" includes, but is not limited to: misuse, loss, destruction, compromise, unauthorized access, or unauthorized transfer of Confidential

Customer Data). Any takeover of an individual Customer User or End User Accounts is not considered Security Breach, however, account takeover events will be communicated to Customers' admins when and if such activity is discovered on Customer Accounts.

- d) **"Data Center"** means a facility at which RingCentral service infrastructure (physical and virtual systems) are deployed and maintained in support of operation of the Services.
 - e) **"Data Privacy Legislation"** means all United States federal and California laws and regulations, as well as the EU Data Protection Directive 95/46/EC as it applies to the United Kingdom, the Data Protection Act 1998 (U.K.), the Electronic Communications Privacy Act (U.S.).
 - f) **"Personnel"** means RingCentral employees, contractors or subcontractors.
 - g) **"Process"** means access, collection, retention, storage, transfer, disclosure, use, erasure, or destruction, in relation to Confidential Customer Data.
 - h) **"Strong Authentication"** means the use of authentication mechanisms and authentication methodologies stronger than the passwords required by the applicable requirements herein (examples of Strong Authentication mechanisms and methodologies include but are not limited to digital certificates, two-factor authentication, and one-time passwords).
- 15. Order of Precedence.** In the event of any conflict between the provisions of the Agreement that apply to this Security Addendum and the provisions of this Security Addendum, such provisions of this Security Addendum will prevail.

ATTACHMENT G

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

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

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

[Editor’s NOTE: The public sector entity’s terms and conditions required by statute can be mutually crafted from public entity’s form of contract and included in the MSA via this Attachment]

- 1. [place holder]**
- 2. [place holder] etc.**

ATTACHMENT H

DATA PROCESSING ADDENDUM

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

This DPA is supplemental to the Agreement and sets out the terms that apply when Personal Data from the European Economic Area is processed by RingCentral under the Agreement on behalf of Customer.

Other 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) "**Agreement**" means the main written or electronic agreement between Customer and RingCentral for the provision of any RingCentral services ("**Services**") to Customer, specifically, the RingCentral Master Services Agreement.
- (b) "**Applicable Data Protection Laws**" means all data protection and privacy laws applicable to the processing Personal Data under this DPA, including, where applicable, EU Data Protection Legislation.
- (c) "**EEA**" means the European Economic Area, including the United Kingdom.
- (d) "**EU Data Protection Legislation**" Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (GDPR),), and any and all applicable national data protection laws made under or pursuant to the GDPR, as may be amended or superseded from time to time.
- (e) "**Controller**" shall mean the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;
- (f) "**Processor**" shall mean an entity which processes Personal Data on behalf of the Controller;
- (g) "**Personal Data**" means any information relating to an identified or identifiable natural person;
- (h) "**Privacy Shield**" means the EU-US and Swiss-US Privacy Shield self-certification programs operated and administered by the U.S. Department of Commerce; and
- (i) "**Privacy Shield Principles**" means the Privacy Shield Framework Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision C(2016)4176 of July 12, 2016 (as amended, superseded or replaced);
- (j) "**Security Incident**" means accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data;

2. Applicability of DPA

- 2.1 Applicability of DPA. This DPA will apply only to the extent that RingCentral processes Personal Data originating from the EEA on behalf of a Customer or Customer Affiliate located in the EEA.
- 2.2 Usage Data. Notwithstanding anything in this DPA, RingCentral will have the right to collect, extract, compile, synthesize and analyse data resulting from the Customer's use or operation of the Services, including by way of example and without limitation, information relating to traffic data, log data, network monitoring data, log data, device data and call detail data (the "**Usage Data**"). To the extent such Usage Data is collected or generated by RingCentral, such data will be solely owned by RingCentral and may be used by RingCentral for any lawful business purpose without a duty of accounting to Customer. For the avoidance of doubt, this DPA will not apply to Usage Data.
- 3. Roles and responsibilities.**
- 3.1 Parties' Roles. Customer, as Controller, appoints RingCentral as a Processor to process the Personal Data that is the subject of the Agreement on Customer's behalf.
- 3.2 Purpose Limitation. RingCentral shall process the Personal Data for the purposes described in **Annex A**, except where otherwise required by applicable law. Any additional processing required by Customer outside of the scope of the Agreement will require prior written agreement between the parties, including agreement on any additional fees that Customer may be required to pay.
- 3.3 Security. RingCentral will maintain appropriate security measures to safeguard the security of Personal Data. RingCentral will maintain an information security and risk management program based on commercial best practices to preserve the confidentiality, integrity and accessibility of Personal Data with administrative, technical and physical measures conforming to generally recognized industry standards and practices. RingCentral shall implement appropriate technical and organisational measures to protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access.
- 3.4 Privacy Shield: To the extent that RingCentral processes (or causes to be processed) any Personal Data originating from the EEA in a country that has not been designated by the European Commission as providing an adequate level of protection for Personal Data, such Personal Data shall have adequate protection (within the meaning of EU Data Protection Legislation) by virtue of RingCentral having self-certified its compliance with the Privacy Shield Framework. To the extent that RingCentral processes (or causes to be processed) any such Personal Data outside of the EEA, it shall commit to apply the Privacy Shield Principles or any other transfer mechanism in compliance with EU Data Protection Legislation.
- 3.5 Compliance: Customer, as Controller, shall be responsible for ensuring that:
- (a) it has complied, and will continue to comply, with all Applicable Data Protection Laws, including in any instructions it issued to RingCentral under this Agreement and DPA; and
 - (b) it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to RingCentral for processing in accordance with the terms of the Agreement and this DPA.
- 4. GDPR obligations**
- 4.1 Applicability of Section: This Section 4 shall apply to the processing of Personal Data that is within the scope of the GDPR / that originates from the EEA.

- 4.2 Confidentiality of processing. RingCentral shall ensure that any person that it authorizes to process the Personal Data shall be subject to a duty of confidentiality (whether a contractual or a statutory duty).
- 4.4 Sub-processors. Customer agrees that RingCentral may engage RingCentral affiliates and third party sub-processors (collectively, "**Sub-processors**") to process the Personal Data on RingCentral's behalf. . RingCentral shall impose on such Sub-processors data protection terms that protect the Personal Data to the same standard provided for by this DPA and shall remain liable for any breach of the DPA caused by a Sub-processor. The Sub Processors engaged by Ring Central are noted on the RingCentral Subprocessor List and are available at https://netstorage.ringcentral.com/documents/RingCentral_Subprocessor_List.pdf.
- 4.5 Changes to Subprocessors. RingCentral may, by giving reasonable notice to the Customer, add or make changes to the Sub-processors. If the Customer objects to the appointment of an additional Sub-processor within five (5) calendar days of such notice on reasonable grounds relating to the protection of the Personal Data, then the parties will discuss such concerns in good faith 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 in accordance with the termination provisions of the Agreement.
- 4.6 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 Service Portal and shall provide such timely information as Customer may reasonably require, including to enable Customer to fulfil any data breach reporting obligations under EU Data Protection Legislation.
- 4.7 Cooperation and data subjects' rights. RingCentral shall, taking into account the nature of the processing, provide reasonable assistance to Customer insofar as this is possible, to enable Customer to respond to requests from a data subject seeking to exercise their rights under EU Data Protection Legislation. In the event that such request is made directly to RingCentral, RingCentral shall promptly inform data subject to contact the Customer of the same. It is Customer's sole responsibility to ensure that any administrator identified for Customer's RingCentral account to manage and carry out data subject requests has appropriate authority to fulfil the data subject requests.
- 4.8 Data Protection Impact Assessments: RingCentral shall, to the extent required by EU Data Protection Legislation, 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 EU Data Protection Legislation.
- 4.9 Provision of Security Reports: RingCentral shall provide, upon Customer's request, copies of any relevant summaries of external security certifications or security audit reports necessary to verify RingCentral compliance with this DPA.
- 4.10 Other audits: While it is the parties' intention ordinarily to rely on the provision of the documentation at Section 4.9 above to verify RingCentral's compliance with this DPA, RingCentral shall permit the Customer (or its appointed third-party auditors) to carry out an audit of RingCentral's processing of Personal Data under the Agreement following a Security Incident suffered by RingCentral, or upon the instruction of a data protection authority. Customer must give RingCentral Thirty (30) days prior notice of such intention to audit, conduct its audit at Customer's own costs and during normal business hours, and take all reasonable measures to

prevent unnecessary disruption to RingCentral's operations. Any such audit shall be subject to RingCentral's security and confidentiality terms and guidelines.

- 4.11 Deletion or return of data: Upon termination or expiry of the Agreement, and upon written request RingCentral shall, at Customer's election, delete or return to Customer the Personal Data (including copies) in RingCentral's possession, save to the extent that RingCentral is required by any applicable law to retain some or all of the Personal Data.

5. Miscellaneous

- 5.1 Except as amended by this DPA, the Agreement will remain in full force and effect.
- 5.2 If there is a conflict between the Agreement and this DPA, the terms of this DPA will control.
- 5.3 Any claims brought under this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.