



Initial Order Form

THIS INITIAL ORDER FORM ("**Order Form**") is a binding agreement between RingCentral, Inc. ("**RingCentral**"), entering into this Initial Order Form through its agent Avaya Inc. ("**Avaya**") and Weber County Government ("**Customer**"), for the purchase of the services, licenses, and products listed herein, and is subject to the terms and conditions specified in the applicable Agreement between the Parties. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Avaya represents that it has the authority as RingCentral's agent to bind RingCentral to this Order Form.

Customer	
Customer	Weber County Government
Address	2380 Washington Blvd
City, State & Zip Code	Ogden, Utah 84401
Billing Contact Person	Quinn Fowers
Phone	801-399-8552
E-mail Address	qfowers@co.weber.ut.us

Service Commitment Period	
Start Date	June 23rd, 2021
Initial Term	63 Months
Renewal Term	12 Months

Payment Schedule	
Payment Schedule	Monthly Payment Schedule

Summary of All Services					
Service	Charge Term	Qty	Rate	Monthly Subtotal	One-time Subtotal
Additional Local Number	Monthly	2,214	\$0.15	\$331.44	\$0.00
Compliance and Administrative Cost Recovery Fee	Monthly	1,186	\$3.50	\$4,151.00	\$0.00
e911 Service Fee	Monthly	1,186	\$1.00	\$1,186.00	\$0.00
DigitalLine Unlimited Standard	Monthly	921	\$8.49	\$7,817.76	\$0.00
DigitalLine Basic	Monthly	265	\$4.39	\$1,163.10	\$0.00
Avaya IX IP Phone J139	One - Time	921	\$0.00	\$0.00	\$0.00
Avaya IX IP Phone J179	One - Time	60	\$0.00	\$0.00	\$0.00
Avaya IX Conference Phone B199	One - Time	25	\$0.00	\$0.00	\$0.00
Avaya IX IP Phone J159	One - Time	100	\$0.00	\$0.00	\$0.00
Avaya IX IP Phone J179 with 3 JEM 24 Expansion Modules	One - Time	30	\$0.00	\$0.00	\$0.00
Extended Enterprise Support - Silver Tier - Office	Monthly	1	\$1,680.00	\$1,680.00	\$0.00
New Service Amount *				\$16,329.30	\$0.00
Total Initial Amount *				\$16,329.30	

* Amounts are exclusive of applicable Taxes, fees, and/or shipping costs.

Cost Center Billing:

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to Avaya at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the Avaya invoice billing team at ACObilling@avaya.com.

Special Terms and Notes:

- **1. Applicable Agreement.** This Order Form is subject to the terms and conditions specified in the RingCentral Master Services Agreement (MSA) incorporated into the Region 4 Education Service Center (ESC) Contract # R200902 for Unified Communications as a Service (UCaaS) with RingCentral Inc. Effective: October 1, 2020 at its Appendix B, found at: <https://public.omniapartners.com/suppliers/ringcentral/contract-documentation#c38627>.

and administered by OMNIA Partners for Region 4 ESC. **A separately executed MSA is NOT required between Customer and RingCentral.** The following Attachments to the MSA are incorporated into and form a part of the MSA applicable to this Order Form:

↳ Exhibit A – Definitions

↳ Service Attachment A – RingCentral Office

↳ Service Attachment B – Professional Services Agreement

↳ Attachment C – Service Level Agreement for Office Services

↳ Attachment E – Business Associate Agreement

↳ Attachment F – Security Addendum

↳ Attachment G – Public Sector Entity – Ts & Cs Addendum

↳ Attachment H – Data Processing Addendum

NOTE: With regards to Service Attachment A and Attachment C, any reference to RingCentral Office shall also apply to Avaya Cloud Office (ACO)

2. **Contract Number R200902** must appear on:

- a. RingCentral quotations to interested Public Agencies;
- b. The Public Agency's Purchase Order; and
- c. The RingCentral invoice.

3. Venue and Choice of Law is Utah

4. Authority. This Order Form is made between Participating State Entity and RingCentral, Inc., entering into this Order Form through RingCentral's agent Avaya Inc. Avaya represents that it has the authority as RingCentral's agent to bind RingCentral to this Order Form and all other documents incorporated herein.

Customer's subscription entitles it to all features that are ascribed to the Office Standard Edition as they are described in the RingCentral website, as well as the features that follow:

1. Multi-Site Support
2. Auto Call Recording
3. Inbound Caller ID Name
4. Single Sign-On
5. Active Directory
6. Custom Roles & Permissions

Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within ninety (90) days of the invoice date, which will be indicated on the invoice submitted to the Customer.

Credit:

Customer will be entitled to receive a one-time credit in the amount of \$56,174.97. This credit will be applied against charges for recurring Services, (and any taxes and fees associated with those Services), included in future invoices issued by RingCentral to Customer until the total amount of the credit is used. The Customer will be responsible to pay for any additional services and products, including without limitation, additional lines and extensions, one-time services, usage base fees and bundles, IP devices, and their associated taxes and fees. This credit is non-transferable and non-refundable, and the entire amount is void if the Agreement is terminated within the first 30 days; after that, any unused amount will expire immediately upon termination of your Agreement.

IN WITNESS WHEREOF, the Parties have executed this Order Form through their duly authorized representatives.

Customer

Weber County Government

By:

Name:

Title:

Date:

for and on behalf of RingCentral, Inc.

By:

DocuSigned by:
Marc Lambert
97FA5ABA3B8D498...

Name:

Marc Lambert

Title:

Area Vice President, Major Account

Date:

6/10/2021
