

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

RingCentral UK Limited ("RingCentral") Company number 06737634	[Full name of Customer] ("Customer")
Address: C/O Corporation Service Company (UK) Limited, 5 Churchill Place, 10th Floor, London, United Kingdom, E14 5HU	Address: [address]
Signature: for and on behalf of RingCentral . Name: Job Title: Date:	Signature: for and on behalf of Customer . Name: Job Title: Date:

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

1. The Master Services Agreement ("**Agreement**") consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer's Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

- ☒ Exhibit A – Definitions
- ☒ Service Attachment A – RingCentral MVP Services
- ☒ Service Attachment B – Professional Services Agreement
- ☒ Service Attachment C – RingCentral Contact Centre Services
- ☒ Service Attachment D – CloudConnect
- ☒ Attachment E – Service Level Agreement for Office Services
- ☒ Attachment F – Service Level Agreement for Contact Centre Services
- ☒ Attachment G – Service Level Agreement for Support Services
- ☒ Attachment H – Data Processing Addendum
- ☒ Attachment I – Security Addendum

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

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

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

- (i) Purchase: <https://www.ringcentral.co.uk/legal/hardware-tos.html>; and
- (ii) Rental. <https://www.ringcentral.co.uk/legal/lease-rental.html>

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

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

3. Invoicing and Payment

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

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

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

4. Provision of the Service

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

B. Customer Care

- i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of

training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.

- ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call centre, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the Parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.
- iii. Customer may open a case with Customer Care following the process in place at the time Any individual contacting Customer Care on behalf of Customer must be authorised to do so on behalf of the Account, and will be required to follow applicable authentication protocols.

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

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

5. Use of the Service

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

B. Use Policies. Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with a thirty (30) days written notice to the other Party.

- i. Acceptable Use Policy. The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.co.uk/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network

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

- ii. Emergency Services. RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.co.uk/legal/emergency-services.html>.
- iii. Numbering Policy. The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policy, available at <https://www.ringcentral.co.uk/legal/numbering-policy.html>.

6. Termination

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

B. Effect of Termination. If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(J) (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 Licence

- i. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable licence to use any software provided or made available by RingCentral to the Customer as part of the Services ("Software") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.
- ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the licence 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 authorised 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 licence granted to Customer under Section 7(A) (Limited Licence) does not convey any ownership or other rights or licences, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licences 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, licence to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licences, consents, authorisations 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 unauthorised disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available

to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

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

9. Data Protection

A. Data Privacy. RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at <https://www.ringcentral.co.uk/legal/dpa.html>, which is hereby incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

B. Data Security. RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), organisational, administrative and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorised 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 authorisation 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 unauthorised use of Customer's Account.

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

10. Limitations of Liability

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

B. Liability Caps. EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION 10(B) (LIABILITY CAPS) WILL NOT APPLY TO: I) FEES OWED BY CUSTOMER; II) EITHER PARTY'S

LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS; III) EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT; IV) CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY; OR V) EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

- i. RingCentral shall indemnify, and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a "Third Party Claim") to the extent such Third Party Claim arises out of or alleges that the Services as provided by RingCentral infringe or misappropriate the patent, copyright, trademark or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorised by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.
- iii. If such a Third Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a "Discontinued Component"), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

B. Indemnification by Customer. Customer shall indemnify and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of

the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

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

12. Warranties

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

B. Customer Warranty. Customer’s and its End Users’ use of the Services must always comply with all applicable Laws and this Agreement.

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 authorised 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 the English Courts. Each Party hereby consents to and agrees to submit to the exclusive

jurisdiction of such courts with respect to any such actions or lawsuits and irrevocably waives any right that it might have to assert any such courts lack jurisdiction.

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

D. Limitations. Except for actions for nonpayment or liability arising from Section 11 (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 UK Ltd, Legal Department, C/O Corporation Service Company (UK) Limited, 5 Churchill Place, 10th Floor, London, United Kingdom, E14 5HU, 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 labour 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 England and Wales, excluding its choice of Law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

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

I. Export Control. Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. or U.K. 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., U.K. and other applicable export regulations.

J. Regulatory and Legal Changes. In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.

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

L. Order of Precedence. In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the

applicable Order Form; (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services.

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

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

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

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

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

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

EXHIBIT A

DEFINITIONS

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

i. **“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.

ii. **“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.

iii. **“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.

iv. **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.

v. **“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.

vi. **“Attachment (s)”** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.

vii. **“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.

viii. **“Customer Care”** means Customer support operations delivered by RingCentral and/or its subcontractors.

ix. **“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.

x. **“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.

xi. **“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.

xii. **“Dispute”** has the meaning set forth in Section 13(A) (Good Faith Attempt to Settle Disputes).

xiii. **“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.

xiv. **“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.

xv. **“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.

xvi. **“Helpdesk Support”** shall mean the performance of the following tasks:

- Standard feature/functionality (“how to”) support for End Users (i.e. call forwarding, voice mail set-up, etc.);
- Standard management of the Admin Interface within the product; and
- Support all moves, adds, changes and deletes of employees.

xvii. **“Indemnifiable Amounts”** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment or a final award of an arbitral body in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party’s or its Affiliates’ attorneys’ fees and related expenses.

xviii. **“Indemnifying Party”** and “Indemnified Party” have the meanings set forth in Section 11(C) (Defence and Indemnification Procedures).

xix. **“Initial Term”** has the meaning set forth in Section 2(D) (Services Term).

xx. **“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).

xxi. **“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.

xxii. **“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.

xxiii. **“Receiving Party”** means the Party or its agents,

xxiv. including, but not limited to its Affiliates, officers, directors, employees and attorneys receiving Confidential Information.

xxv. **“Renewal Term”** has the meaning set forth in Section 2(D) (Services Term).

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

xxvii. **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order Form(s).

xxviii. **“Start Date”** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.

xxix. **“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.

xxx. **“Term”** means the Initial Term plus any Renewal Terms.

xxxi. **“Third Party Claim”** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).

xxxii. **“Use Policy”** refers to any of the policies identified in Section 5(B) (Use Policies).

SERVICE ATTACHMENT A

SERVICE ATTACHMENT – RINGCENTRAL MVP SERVICES

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

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

1. Service Overview. RingCentral MVP 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 MVP includes:

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

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

2. MVP Purchase Plans.

A. Tiers of Service. RingCentral MVP is made available in several pricing tiers, which are described more fully at <https://www.ringcentral.co.uk/office/plansandpricing>. 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.co.uk/legal/acceptable-use-policy>, 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 and most outbound External Calls 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. Outbound calling rates will be applied based on the rate in effect at the time of use. Currently effective rates are available at <https://www.ringcentral.co.uk/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.

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

3. Operator Assisted Calling, N11 and 116xxx Calling. RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, 089x, 0900, 0909, or other premium line numbers or calling card calls). The Services may not support N11, 116xxx or other calling. To the extent they are supported, additional charges may apply for these calls.

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

i. **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.

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

5. RingCentral Global MVP. RingCentral Global MVP provides a single communications system to companies that have offices around the world, offering localised service in countries for which Global MVP is available. Additional information related to Global MVP Services is available at <https://www.ringcentral.co.uk/office/features/global-office-communications/solutions.html>. This section sets forth additional terms and conditions concerning RingCentral's Global MVP for customers that subscribe to it.

A. Emergency Service Limitations for Global MVP.

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

B. Global MVP Provided Only in Connection with Home Country Service. RingCentral provides Global MVP Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global MVP Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global MVP Services will be done in the Home Country on the Customer's Account, together

with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licences, and services in connection with the Global MVP Service in English; additional language support may be provided at RingCentral's sole discretion.

C. Relationships with Local Providers. In connection with the provision of RingCentral Global MVP Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable You to receive calls from non-RingCentral numbers on Customer's Global MVP telephone number(s), by connecting with the local public switched telephone network. RingCentral's locally licenced affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licenced; in some cases, RingCentral may obtain services from locally licenced providers on Customer's behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services.

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

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

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

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

- a. Customer will maintain and ensure safe working conditions at each Site and shall promptly inform the RingCentral project manager of any known hazardous conditions at any Site prior to any visit by RingCentral Personnel.
- b. Customer shall ensure that all Site hardware and network environment meets or exceeds the requirements set forth in the Statement of Work and in "RingCentral VoIP Network Requirements and Recommendations" which can be found at: <https://support.ringcentral.com/network-and-system-requirements/network-requirements/network-requirements-MVP.html>.
- c. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer's systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer's failure to do so.
- d. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral Project Manager the following information for the Site to be visited:
 - i. the first and last name, extension number, and email address for delivery of message notification emails of each End User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a

Microsoft Excel file suitable for use with the Plan Service's bulk configuration utility);

- ii. written or illustrated diagrams of Customer's current and proposed dial plans and data and call flows; and
- iii. information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.

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

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

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

6. Payment

- a. The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for

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

- b. **Invoicing and Payment of Professional Services fees.** Except to the extent otherwise provided in a SOW or this Section, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced Monthly in arrears. The payment term for each invoice is set forth in the Agreement.
- c. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its fixed travel, meal, and lodging expenses incurred in connection with any Site Visit ("Service Expenses"). Travel, meal, and lodging expenses shall be invoiced upon Acceptance of each Project phase, alongside all other amounts due under this PS Agreement, on a per-trip/per resource basis. RingCentral shall, after Customer request, provide information verifying the deployment of on-site resources and expenditure of Service Expenses.
- d. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts not provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:
 - i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours of RingCentral per day at the then-current T&M Services hourly rate.

7. Changes to SOWs

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

8. Enterprise Support

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

9. Term and Termination

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

whole or in part, for any reason other than for RingCentral's material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:

- i. any Professional Services and T&M Services that have been rendered up until the effective date of the termination;
 - ii. all applicable Service Expenses incurred; and
 - iii. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled, if termination of the PS Agreement, SOW, or a Project Phase occurs within one hundred and eighty (180) days of execution of the applicable SOW. If termination occurs after one hundred and eighty (180) days of execution of the applicable SOW, Customer shall owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being cancelled.
- d. **Post-Termination Notice Wrap-Up.** Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase.

SERVICE ATTACHMENT C

SERVICE ATTACHMENT – RINGCENTRAL CONTACT CENTRE SERVICES

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

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

1. Service Overview

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

2. Billing and Payment

A. Billing.

Starting at and until the end of the Term, You agree to pay for: a) the Contact Centre Services fees for at least the number of Seats set forth in the Contact Centre Services Order (as amended as permitted below) (a “**CC Contract Seat**”) based on the per Seat pricing set forth in the Contact Centre Services Order (the “**CC Contract Seat Price**”), as amended from time to time, regardless of the number of Seats being used; b) the fees for the number of licences set forth in the Contact Centre Services Order; any additional fees set forth in the Contact Centre Order form; and c) Usage, including overages related to data storage, ports or minutes (e.g. local, long-distance, international, and toll-free) charges, and any other applicable charges.

B. Adding New Contact Centre Contract Seats

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

C. Adding On-Demand Contact Centre Seats

At any time, You may utilise additional Seats with your Contact Centre Services on an as-needed basis (each, an “**On-Demand CC Seat**”). You will be billed for any Contact Centre Services at the rate of the CC Contract Seat Price plus twenty British Pounds (£20) per month per Seat (the “**On-Demand CC Price**”) until You remove this On-Demand CC Seat from Your Contact Centre Services subscription (which You may do at any time in your discretion). Contact Centre Services fees for any On-Demand CC Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand CC Seats used within such billing period.

3. Contact Centre Services, Settings, and Modifications

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

4. Use of Contact Centre Services

You acknowledge and agree that all use of the Contact Centre Services shall be subject to this Service Attachment and the

Agreement, including without limitation the use policies and data privacy policies in Sections 5 and 9. RingCentral understands and acknowledges their responsibility for the security of CardHolder Data (“**CHD**”) it may transmit on behalf of the Customer, including actions taken by RingCentral that may impact the security of the Customer’s Card Data Environment (“**CDE**”). In its efforts to safeguard CHD against unauthorised use, disclosure, modification, or impacts to RingCentral’s CDE RingCentral shall implement technical, administrative, and physical measures in accordance with PCI DSS requirements, as applicable. You acknowledge and agree that You are fully responsible and liable for all use of the Contact Centre Services, any software or hardware used in conjunction with the Contact Centre Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the Contact Centre Services shall be subject to the following terms:

a. **NO 999/112 EMERGENCY SERVICE. YOU ACKNOWLEDGE AND AGREE THAT 999/112 EMERGENCY CALLS OR MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE CONTACT CENTRE SERVICES, AND NO 999/112 CALLING OR SMS OR OTHER MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE CONTACT CENTRE SERVICES. YOU MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 999/112 CALLS.**

b. **Customer 999/112 Emergency Notification Obligations.** You represent, warrant, and covenant that: (i) You shall ensure that any person who might use the Contact Centre Services or be present at the physical location where any the Contact Centre Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 999/112 or other emergency response services through the Contact Centre Services; and (ii) You shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.

5. Custom Storage Election

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

Custom Storage is subject to these limitations and conditions:

- These conditions apply at the Business Unit level with no tailored permissions applied to individuals or groups
- All recordings must be played directly on the RingCentral Contact Centre platform
- A minimum of one RingCentral Contact Centre Seat licence must be retained at all times to access and play recordings from the S3 Bucket
- Files cannot be played directly from S3 Bucket
- There is no bulk export option for any recordings from S3 Bucket
- There are no custom file naming conventions
- All files are encrypted within the client provided S3 Bucket
- There is no error checking between RingCentral Contact Centre and Amazon S3
- There is no defined timetable for Time to Live (TTL) at this time
- There is no migration of recordings from previous storage solutions to Custom Storage
- Encrypted files cannot be moved to another S3 Bucket

- Changes made to the S3 Bucket will disable the ability to listen to recordings through RingCentral Contact Centre platform
- Custom Storage is deployable via template method only, and deviation from the deployed template is not supported. This includes, but is not limited to:
 - Changing security profile and settings
 - Changing any coding to target different Buckets
 - Changing of any file names (this may be redundant)

6. Definitions

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

- A. **“Cloud Storage”** means storage of data or call recordings within the RingCentral Contact Centre Platform, or a RingCentral Contact Centre Internal File Transfer Protocol server. Recordings may then be accessed through the RingCentral Contact Centre Platform, and Time to Live may be set up to delete recordings after a certain amount of days.
- B. **“Contact Centre Materials”** means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the Contact Centre Services, including the components of each Subscription Package, if applicable, and any other features and functionality offered as part of the Contact Centre Services. The Contact Centre Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts and training materials related to the Contact Centre Services.
- C. **“Contact Centre Services Order”** is an Order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the subscription to the Contact Centre Services, including any Subscription Package, and any additional products, services and functionality purchased by the Customer
- D. **“Custom Storage”** means a public cloud storage resource available through a third-party provider, in which Customer data will be stored in an S3 Bucket
- E. **“S3 Bucket”** means a series of file folders used to store objects consisting of data and its descriptive metadata.
- F. **“Seat”** means a licence for a single named person or concurrent users that use the Contact Centre Services.
- G. **“Subscription Package”** is a set of Contact Centre Services features and applications, as further defined in the Contact Centre Materials, that could be ordered as a bundle.
- H. **“Usage”** means any charges incurred in connection with the use of Your Contact Centre Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, ports, and any products listed on the Contact Centre Service Order Form.

SERVICE ATTACHMENT D – CLOUDCONNECT

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

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

1. Service Overview

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

2. Billing and Payment

Billing and Payment. CloudConnect will be included in your monthly RingCentral bill as a monthly line- item charge. You agree to pay the charges and fees set forth in your bill for CloudConnect pursuant to the terms and conditions set forth in Section 3 of the Agreement between the Parties.

Billing, Purchase, and Other Terms for CloudConnect. You will be billed for each CloudConnect ordered, with a minimum requirement of one CloudConnect interconnection per physical location for which you order the service. CloudConnect is not available as a standalone service.

3. Use of CloudConnect

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

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

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

4. Definitions

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

- a) **“Capacity”** means the maximum number of bits per second that can be passed across the Circuit.
- b) **“Circuit”** means a Multiprotocol Label Switching (MPLS) circuit provisioned from a CloudConnect Preferred Network Service Provider at any location where the customer has ordered CloudConnect.
- c) **“Data Delivery Rate”** means the guarantee that the Circuit will remain at the stated capacity rate.
- d) **“Exchange Point”** means the point of interconnectivity between the Circuit and the RingCentral circuit.
- e) **“Jitter”** means the variation in frame arrival time assuming that the packets were injected into the Circuit at a fixed rate.
- f) **“Latency”** means the one-way delay of frame bits traveling across the Circuit, expressed in milliseconds.
- g) **“Packet Loss”** means the percentage of ingress frames that do not arrive at the termination point of the Circuit.
- h) **“RingCentral Cloud”** means RingCentral’s cloud-based platform for business voice, fax, and text communication.
- i) **“Preferred Network Service Provider”** means a network service provider with which RingCentral can provision a CloudConnect interconnection.

ATTACHMENT E

SERVICE LEVEL AGREEMENT FOR RINGCENTRAL MVP SERVICES

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

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

1. Overview

RingCentral will maintain the following performance levels:

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

2. Minimum Eligibility

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

3. Service Delivery Commitments

a. Calculation of Service Availability for Voice Services

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

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

b. Calculation of Service Credits

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

b.1 Accelerated Service Credit Table

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

c. No Cumulative Credits

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

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

d. Qualifying for Service Credits.

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

- i. Down Time exceeds 1 minute;
- ii. Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-

four (24) hours of the conclusion of the applicable Down Time period;

- iii. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
- iv. Customer is not in material breach of the Agreement, including its payment obligations.
- v. Customer must submit a written request for Service Credits to Customer Care within thirty (30) days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;

4. Quality of Service Commitments

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

5. Chronic Service Failures

- a. **Service Availability:** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services during any three (3) calendar Months in any continuous 6-Month period, and customer has timely reported Down Time as set forth herein.
- b. **Quality of Service:** Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum 3.5 MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within 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 MVP SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

6. Sole Remedy

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

7. Definitions

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

- a) **"Down Time"** is an unscheduled period during which the Voice Services for RingCentral MVP on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.
- b) **"Impacted User"** means a user with a Digital Line affected by Down Time. In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of users with a Digital Line affected by Down Time, RingCentral will calculate the Impacted Users on a User-Equivalency basis as defined below.
- c) **"MOS"** means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the Voice Services.
- d) **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for MVP Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than MVP Services.
- e) **"Quality of Service Report"** means a technical report provided by RingCentral, detailing MOS and related technical information.
- f) **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN).
- g) **"Service Availability"** is the time for which Voice Services for RingCentral MVP are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth above.
- h) **"Service Credits"** means the amount that RingCentral will credit a Customer's account pursuant to this MVP SLA.
- i) **"Site"** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such

physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.

- j) **“Support Case”** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.
- k) **“Territory”** means those countries in which Customers subscribes to RingCentral MVP or Global MVP Services.
- l) **“User-Equivalency”** means the calculation made by RingCentral to estimate the percentage of the Voice Services impacted by the Down Time. RingCentral may use number of calls, network, device information, vendor and customer reports, and its own technical expertise to make these calculations.

- m) **“Voice Services”** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

ATTACHMENT F

SERVICE LEVEL AGREEMENT FOR CONTACT CENTRE SERVICES

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

Service Availability	Service Credits
≥ 99.99%	0% MRC
≥ 99.90 and ≤ 99.99%	5% MRC
≥ 99.90 and ≤ 99.94%	10% MRC
< 99.90%	15% MRC
Service Availability	Service Credits
≥ 99.50%	0% MRC
≥ 99.00 and ≤ 99.49%	5% MRC
< 99.00%	20% MRC

1. Overview

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

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

2. Minimum Eligibility

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

3. Service Delivery Commitments

a. Calculation of Service Availability.

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

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

b. Calculation of Service Credits.

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

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

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

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

- i. Service Availability falls below the percentage for each relevant Contact Centre Service as illustrated in the tables (above) under Calculation of Service Credits.
- ii. Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the beginning of the applicable Down Time period;
- iii. Customer must submit a written request for Service Credits to Customer Care within ten (10) business days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;
- iv. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
- v. Customer is not in material breach of the Agreement, including its payments obligations.

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

4. Chronic Service Failures

- a. **Service Availability:** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees if customer accrues Maximum Service Credits for Down Time for Contact Centre Core Services during any three (3) calendar Months in any continuous 6-Month period, and customer has timely reported Down Time as set forth herein.
- b. To exercise its termination right under this Contact Centre SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

5. Sole Remedy

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

6. Definitions

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

- a) **"Automatic Call Distributor"** or **"ACD"** means a module that uses skills-based routing to route incoming calls, emails, chats, and other interactions to the best available agent.
- b) **"Contact Centre Services"** include Core Services, Predictive Dialing Services, and Workforce Optimisation.
- c) **"Core Services"** includes the following services:
 - (i) place or receive a domestic or international voice phone call over a Virtual Extension;
 - (ii) receive a call from an 8YY service on a Virtual Extension; and
 - (iii) contact routing services for ACD, IVR or outbound call campaigns,
 - (iv) client-side user interface and computer telephony interface APIs in order to receive or place a call, and
 - (v) all real-time communication channels to receive and send communications to customers through non-voice communication channels such as SMS and chat, if available and applicable.
- d) **"Down Time"** is an unscheduled period during which the Contact Centre Services on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement.
- e) **"Interactive Voice Response"** or **"IVR"** means a module that allows customers to script automated voice interactions, accessing third party services and databases when needed to service the customer.

- f) **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Contact Centre Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Contact Centre Services.
- g) **"Predictive Dialing Services"** includes the following features:
 - (i) Personal Connection™ Outbound Solution
 - (ii) Supplier Dialer,
 - (iii) Campaign Manager,
 - (iv) Agent Dialer, and
 - (v) Reporter.
- h) **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN). The RingCentral Network includes the facilities of underlying provider of the Contact Centre Services subcontracted by RingCentral.
- i) **"Service Availability"** is the time for which Contact Centre Services are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth below.
- j) **"Service Credits"** means the amount that RingCentral will credit a Customer's account pursuant to this Contact Centre SLA.
- k) **"Support Case"** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.
- l) **"Workforce Optimisation"** includes the following features:
 - (i) Supplier Workforce Manager,
 - (ii) Supplier Quality Management,
 - (iii) Supplier Performance Management,
 - (iv) Supplier Speech and Text Analytics.
- m) **"Virtual Extension"** refers to the access provided to the audio portion of the Contact Centre Services, which allows the user for a Seat to place and receive calls.

ATTACHMENT G

SERVICE LEVEL AGREEMENT FOR SUPPORT SERVICES

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

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

1) RingCentral Support

a) Support Case

For non-urgent support requests, Customer should contact Customer Care via the designated Customer Care portal (“**Support Case Online**”). For urgent support requests, Customer shall utilise the support number located on the portal (“**Phone Support**”).

b) Support Availability.

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

c) Response Objectives.

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

2) Support Reports

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

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

3) Support Resolution Service Level Objectives.

The SLAs that RingCentral endeavours to meet for Phone Supports.

Severity Level	Service Failure descriptions	Updates	Resolution Time
Priority 1	Customer experiences a loss of Core Service affecting (a)100% of Digital Lines at one or more Customer Sites or (b) 50 or more Digital Lines in the aggregate across its Sites. A “Core Service” means the inability to use any of the following: <ul style="list-style-type: none"> o Place and receive voice calls. o Host and participate in RingCentral Audio Conference services. o Host and participate in RingCentral MVP Video Conferencing services. 	Upon Customer request, Every thirty (30) minutes, until Resolution	4 Hours
Priority 2	(A) Customer experiences a loss of Core Services affecting between 20 to 49 Digital Lines in the aggregate across its Sites; or (B) Customer experiences a loss of Services (other than Core Services) affecting (a) 100% of Digital Lines at one or more Customer Site(s) or (b) 50 or more Digital Lines in the aggregate across its Sites.	Every sixty (60) minutes, as requested, until Resolution	1 Business Day
Priority 3	(A) Customer experiences a loss of Service not covered under Priority 1 or 2; or (B) Minor functionality impairment to Services.	Every business day, if requested by Customer, until service is restored	N/A
Priority 4	Non-service impacting questions or feature requests (no loss or impairment of Services is involved).	Initial update/response provided upon case being opened.	N/A

Updates and Resolution time

4) Service Credits.

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

5) Rules Governing the Calculation of Support Services Credits.

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

- a) RingCentral will not be liable and will not pay any credits for any delays or failures to meet the response times or resolutions times set forth in this Support SLAs due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; (3) Customer's breach of the Agreement; (4) interruption, failure or loss of the Services or any functionality caused by any systems or components outside of the RingCentral Network.
- b) Resolution times will start counting from the moment the Customer properly opens a Phone Support ticket.
- c) In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of Digital Lines affected by a loss of Service, RingCentral will calculate the impacted Digital Lines on a equivalency-basis using number of calls, network information, device information, vendor and customer reports, and its own technical expertise to make these calculations.
- d) Service Credits will accrue only to the extent:
 - (i) Customer applies for the Service Credits by submitting a written request to RingCentral Technical Support Team within five (5) business days of the last date of the calendar month for which the Service Credit is requested;
 - (ii) Customer is not in material breach of the MVP Agreement or the Use Policies, including its payments obligations;
 - (iii) A Phone Support or Support Case Online was properly and timely reported following the Service failure; and
 - (iv) RingCentral confirms the conditions set forth in this Support SLA have been met, and the Customer is entitled to receive the credit.

6) No Cumulative Credits

- a) Where a single incident affecting the Customer would enable the collection of credits under this Support SLA and the right to collect any compensation or credit under any other SLA, Customer may only claim credits under one of the SLAs.
- b) Service Credits to be paid under this Support SLA will be calculated based on Customer's RingCentral MVP MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Centre Services). Service Credits may not exceed five percent

(5%) MRC paid for the relevant Service for the relevant month.

7) Sole Remedy

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

8) Definitions

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

- (a) **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
- (b) **"MRC"** means the monthly recurring subscription charges (excluding set-up fees, equipment costs, taxes, administrative or government mandated fees, metered billings, and other similar costs and fees) owed by Customer to RingCentral for MVP Services for the relevant month. If customer is billed other than on a monthly basis (e.g. annually), MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month.
- (c) **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN).
- (d) **"Services"** means the Voice Services and/or Video Conferencing Service for RingCentral MVP on the RingCentral Network.
- (e) **"Site"** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for a Site.
- (f) **"Video Conferencing"** means the cloud-based video conferencing service that unifies video and audio conferencing, mobility and web meetings offered by RingCentral.
- (g) **"Voice Services"** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

Attachment H

RingCentral Data Processing Addendum

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

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

1. Definitions

1.1. For the purposes of this DPA:

- a "**Affiliate**" means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and "control" means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.
- b "**Agreement**" means the main written or electronic agreement between Customer and RingCentral for the provision of any of the RingCentral services to the Customer (each a "Service" and collectively the "Services").
- c "**Applicable Data Protection Laws**" means all data protection and privacy laws applicable to RingCentral in the processing of Personal Data under this DPA.
- d "**Controller**" shall mean the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- e "**Customer Personal Data**" means any Personal Data that RingCentral processes as a processor under the Agreement.
- f "**Personal Data**" means any information relating to an identified or identifiable natural person, as defined by Applicable Data Protection Law.
- g "**Processor**" means the entity which processes Personal Data on behalf of the Controller.
- h "**Security Incident**" means a breach of security leading to any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Personal Data that compromises the privacy, security, or confidentiality of such Personal Data.

2. Scope of DPA

- 2.1. This DPA will apply to the extent that RingCentral processes Customer Personal Data on behalf of a Customer as a processor, as defined by Applicable Data Protection Law, where such processing is further detailed in Annex I. Any processing of Personal Data as a Controller by RingCentral is out of scope of this DPA.

3. Roles and Responsibilities

- 3.1. Parties' Roles. As between the Parties and for the purposes of this DPA Customer shall be the Controller of the Customer Personal Data processed by RingCentral under the Agreement as a processor on Customer's behalf. RingCentral will comply with the obligations of a Controller under the GDPR to the extent it processes Personal Data as a Controller for RingCentral's legitimate business purposes, including as necessary for the operation of the offered cloud-based communications, and as necessary to comply with applicable law.
- 3.2. Obligations of the Customer. Customer undertakes to:
 - a Ensure that it may lawfully disclose the Customer Personal Data to RingCentral for the purposes set out in the Agreement.
 - b Comply with applicable data protection laws in its use of the Services, and its own collection and processing of Personal Data including Customer Personal Data; and
 - c Process special categories of Personal Data or sensitive data (as defined by Applicable Data Protection Laws), or Personal Data concerning children or minors, or related to criminal convictions and offenses, lawfully and relying on a valid legal basis in accordance with Applicable Data Protection Laws. The Parties acknowledge that the Services are not designed to recognize and/or classify such data.
- 3.3. Purpose Limitation
 - a Except where otherwise required by applicable law, RingCentral shall process the Customer Personal Data (i) in accordance with Customer's documented instructions (which instructions are set out in the Agreement, this DPA and Customer's configuration and use of the Services, in accordance with the applicable terms of use), (ii) for the purposes of providing, monitoring, supporting, improving, and maintaining the Services.
 - b RingCentral shall not engage in the sale of any Personal Data.
- 3.4. Confidentiality of Processing. RingCentral shall ensure that any person that it authorizes to process the Customer Personal Data shall be subject to a duty of confidentiality (either a contractual or a statutory duty).
- 3.5. Security. RingCentral will maintain appropriate technical and organizational security measures to safeguard the security of Customer Personal Data. RingCentral will maintain an information security and risk management

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

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

4. GDPR Obligations

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

the extent that RingCentral processes (or causes to be processed) any Customer Personal Data originating from the EEA, Switzerland, or the United Kingdom in a country that has not been recognized by the European Commission as providing an adequate level of protection for Customer Personal Data, RingCentral will comply with the European Economic Area, Swiss, and United Kingdom data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area, Switzerland, and the United Kingdom, and shall put in place such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Laws, which include the execution of the EU Commission's Standard Contractual Clauses, or the putting in place of any other valid transfer mechanism under Applicable Data Protection Laws. The Customer hereby grants a general mandate to RingCentral to conclude the Standard Contractual Clauses on behalf of the Customer with its Sub-processors outside of the EEA.

4.7. Audits.

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

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

5. **Miscellaneous**

- 5.1. Unless the above explicitly states otherwise the terms and conditions of the Agreement shall apply to the DPA. In case of any conflict between the terms of the Agreement and the terms of this DPA, the terms of this DPA prevails with regard to data processing activities.
- 5.2. The governing law and forum that apply to the Agreement also apply to this DPA.

5.3. Contact information for privacy inquiries: privacy@RingCentral.com.

DESCRIPTION OF THE PROCESSING

RingCentral is a provider of

1. cloud-based communications and collaboration services for high-definition voice, video, SMS, chat messaging and collaboration, conferencing, online meetings, and fax;
 2. an omni-channel customer communication management platform that unifies all customer-facing communication channels, including voice, email, SMS, website, mobile app, chat and social media communications, onto a single platform, enabling community responses to customer service inquiries;
- hereinafter collectively (the “**Services**”).

The data processing impacts the following categories of data subjects:

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

The categories of Customer Personal Data processed include:

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

Special Categories of Customer Personal Data

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

Processing Operations

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

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

ATTACHMENT I

RingCentral Security Addendum

1) Scope

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

2) Definitions

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

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

3) Information Security Management

a) Security Program.

RingCentral maintains a written information security program that:

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

b) Security Policy Management.

RingCentral’s security policies, standards and procedures

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

c) Risk Management.

RingCentral

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

4) Independent security assessments

a) External Audit.

RingCentral

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

b) Distribution of Reports.

Copies of relevant audit reports and certifications

- i) Will be provided to Customer on request,
- ii) Are subject to Non-Disclosure Agreement.

c) Annual Risk Assessment Questionnaire.

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

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

5) Human Resource Security

a) Background Checks.

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

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

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

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

b) Training.

RingCentral will ensure that all employees including contractors

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

c) Workstation Security.

RingCentral ensures that:

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

d) Data Loss Prevention.

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

e) Due Diligence over Sub-Contractors.

RingCentral will:

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

f) Non-disclosure.

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

6) Physical Security

a) General.

RingCentral

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

b) Access and Authorization Processes.

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

- i) Reports detailing all access to Secure Areas, including the identities and dates and times of access.
- ii) Reports to be maintained for at least one year as allowed by law.

- iii) Video surveillance equipment to monitor and record activity at all Secure Areas entry and exit points on a 24/7 basis to the extent permitted by applicable laws and regulations.
- iv) Video recording to be maintained for at least 30 days or per physical location provider's policies.

c) Data Centers.

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

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

7) Logical Security

a) User Identification and Authentication.

RingCentral

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

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

b) User Authorization and Access Control.

RingCentral

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

RingCentral employs access control mechanisms that are intended to:

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

8) Telecommunication and Network Security

a) Network Management.

RingCentral

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

b) Network Segmentation.

RingCentral

- i) Implements network segmentation between the corporate enterprise network and hosting facilities for Services.

- ii) Ensures separation between environments dedicated to development, staging, and production.
- iii) Restricts access between environments to authorized devices.
- iv) Controls configuration and management of network segregation and firewall rules through a formal request and approval process.

c) Network Vulnerability Scanning.

RingCentral

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

9) Operations Security

a) Asset Management.

RingCentral

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

b) Configuration Management.

RingCentral:

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

c) Malicious Code Protection.

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

d) Vulnerability, Security Patching.

RingCentral

- i) Monitors for publicly disclosed vulnerabilities and exposures for impact to Supplier's information systems and products.
- ii) Ensures quality assurance testing of patches prior to deployment.
- iii) Ensures that all findings resulting from network vulnerability scanning and relevant publicly disclosed vulnerabilities and exposures are remediated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

e) Logging and Monitoring.

RingCentral shall ensure that:

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

10) Software Development and Maintenance

a) Secure development lifecycle.

RingCentral:

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

b) Security Testing.

As part of the secure development lifecycle, RingCentral

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

c) Annual Penetration Testing.

RingCentral

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

d) Product Vulnerability Management.

RingCentral

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

e) Open Source and Third-Party Software.

RingCentral

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

11) Data Handling

a) Data Classification

RingCentral maintains data classification standards including

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

Protected Data is classified as RingCentral Confidential Data.

b) Data Segregation.

RingCentral

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

c) Encryption of Data.

RingCentral

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

d) Destruction of Data.

RingCentral shall

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

12) Incident Response

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

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

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

13) Business Continuity and Disaster Recovery

a) Business Continuity.

RingCentral

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

b) Disaster Recovery.

RingCentral

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