



RingCentral Office Plan Purchase Agreement

1. This RingCentral Office Plan Purchase Agreement (this “**Office Agreement**” or “**Agreement**”) is entered into as of the date of the last Party’s signature hereof (the “**Effective Date**”), between City of Ankeny, with its principal place of business located at 410 W. First Street, Ankeny, IA 50023-1557 USA (“**Customer**” or “**You**”), and RingCentral, Inc., a Delaware corporation, with its principal place of business located at 20 Davis Drive, Belmont, California 94002 (“**RingCentral**”). RingCentral and You are each herein referred to as a “**Party**” and collectively as the “**Parties**.”
2. **Definitions.** Unless otherwise defined in this Office Agreement, the following terms shall be defined in accordance with the below definitions.
 - a) “**Account**” means the numbered account established with RingCentral that contains any of the following information: Customer’s true, accurate, current, and complete personal name or business name (as applicable), administrator name, billing address (as applicable), shipping address (as applicable), the address where the Plan Services will primarily be used (as applicable), the records of Customer Digital Lines, subscriptions, and any Plan Services that Customer has purchased from RingCentral. For clarity, multiple services, Digital Lines, or End Users may be included in a single account, and a single customer may have multiple Accounts encompassing different geographic locations, business units, or other designations as determined by Customer.
 - b) “**Affiliates**” 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 at least fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.
 - c) “**Customer Communications**” means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, conferences or other communications transmitted or stored through the Plan Services.
 - d) “**Digital Line**” means a digital data line allowing the placement of external outbound calls and receipt of external direct inbound calls.
 - e) “**End User**” means user of a virtual extension or individual digital line set up within an Account or an individual assigned thereto by You or by RingCentral at Your direction or request.
 - f) “**Glip Services**” means the business messaging, presence, video conferencing, task management, notes, calendars, file sharing, and product integrations (such as Google Drive, Dropbox, Box, Asana, JIRA and Evernote), together referred to as Glip or Glip Services.
 - g) “**Intellectual Property**” or “**IP Rights**” means mean 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, reissuances and extensions of the foregoing (as applicable).

- h) **“Law”** means any federal, national, state, municipal, local, or international law, statute, regulation, code, ordinance, constitution, order, edict, guidance, or restriction; treaty or convention; or court or administrative order or ruling.
- i) **“Office Services”** means the voice, online meeting, video conferencing, and related services, applications, and product integrations, together referred to as RingCentral Office.
- j) **“Plan Services”** means any services purchased under this Office Agreement or any service attachment or Module executed between the Parties, including but not limited to Office Service, Contact Center Services, Glip Services, and/or any software or hardware used in conjunction with those services.
- k) **“Registration Information”** has the meaning given in Section 3.5.
- l) **“RingCentral Mark”** means a United States and foreign trademark, service mark, copyright, or logo of a RingCentral Party.
- m) **“RingCentral Parties”** means, collectively, RingCentral, its Affiliates, and their officers, and directors, employees.
- n) **“SLA”** means the Service Level Agreement or Agreements for RingCentral Plan Services, which are attached hereto as Exhibit A(s) and incorporated herein by reference.
- o) **“Taxes”** means all federal, state, local, and municipal sales, international excise, value-added, transactional, regulatory, and other taxes and assessments and other governmental fees, surcharges, levies or amounts (including without limitation charges related to the recovery of amounts contributed to any contribution, universal service or other governmental fund or entity, whether or not such recovery is mandated by any Law).
- p) **“Third Party Mark”** means a United States and foreign trademark, service mark, copyright, or logo of a third party.
- q) **“Usage”** means Toll-Free usage, Local usage, Long-Distance usage, and any other usage of an Account that could result in charges for calling, messaging, or other activity.
- r) **“User”** means any End User or any person or entity using or accessing Your Office Plan, an Account, or the Plan Services, with or without your permission or knowledge.

3. Office Plan Subscription

3.1. Purchase of Plan Services (Term). Pursuant to this Office Agreement and any service module incorporated herein, and subject to the applicable online terms (together, the **“Agreement”**), You are purchasing a subscription for the Plan Services as provided for in Your initial RingCentral Office Plan Purchase Order Form (the **“Initial Order”** and any additional RingCentral Office Plan, Contact Center Plan or Glip Plan Purchase Order Forms executed after the date of the initial contract **“Orders”**), and agreeing to use and pay for the same as set forth in this Agreement for the entire period in the Initial Order entitled the **“Initial Term”**, and any **Renewal Terms** as indicated in the Initial Order, collectively



the Initial Term and Renewal Term are hereinafter referred to as the “**Term**”. For clarity, all Plan Services purchased by Customer will run conterminously with the Initial Term or then-current Renewal Term.

3.2. Execution of Modules. The Parties may add one or more service attachments over time to this Office Agreement (“**Modules**”). The Parties acknowledge and agree that addition of a Module shall constitute a separate and independent transaction and obligation from this Office Agreement or any other Module, except that termination of this Office Agreement shall result in the immediate termination of any and all Modules (except to the extent that a Module’s express terms provide for its survival of the termination of this Office Agreement). Termination of an individual Module shall not result in termination of (or affect in any way the Parties’ rights or obligations under) this Office Agreement or any other Module. In no event shall the provisions of any Module be deemed apply to or to be incorporated into this Office Agreement or any other Module.

3.3. Purchases of Additional Digital Lines and Ancillary Services. End User(s) of Your Plan Services may possess or obtain rights to set or modify the settings or preferences of other End Users of Your Account (End Users with such rights, “**Account Administrator(s)**”). Account Administrators may purchase additional Digital Lines for the applicable Account at any time by placing an Order for the Digital Lines or ancillary services through the Account’s Admin Portal or by contacting the RingCentral account representative for that Account. Each additional Digital Line or ancillary service added to Your Account is subject to the terms of this Agreement. The term of the additional Digital Lines or ancillary service will run conterminously with the Initial Term or then-current Renewal Term indicated on Customer’s Initial Order.

3.4. Purchase of Equipment.

- (i) **Purchase of Equipment.** Should Customer purchase any equipment from RingCentral, all IP Desk phones and/or equipment related to IP Desk phones, including but not limited to, handsets, headsets, software installed on or related to those devices, and any other product directly related to IP devices, shall be provided to the RingCentral customer by either RingCentral or a third-party vendor, in RingCentral’s sole discretion. The terms and conditions that govern any equipment, including but not limited to, purchases, warranties, returns, exchanges and claims, can be found at <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>. These terms and conditions may be updated at any time with or without notice to You.
- (ii) **Rental of Equipment.** Should Customer choose to participate in RingCentral’s Phone Lease Program, Customer’s rental of any IP Devices and related equipment shall be subject to the terms and conditions of the RingCentral Phone Lease Program and Rental Agreement, available at <http://www.ringcentral.com/legal/lease-rental.html>. The Phone Lease Program is offered and available to United States Residents only, and Customer must agree to an Initial Term of at least twenty-four (24) months, as well as a Renewal Term of at least twelve (12) months to be eligible to participate in the Phone Lease Program.

3.5. Account Registration. You or Your End Users may be required to provide certain information (e.g., name, physical address, email address, contact phone number, security question and answer) in order



to begin using or to update the Plan Services, activate features, or add or modify an individual Digital Line or extension (e.g., activating an Account or End User or provisioning a device) ("**Registration Information**"). You hereby grant to the RingCentral Parties, during the Term of this Agreement, permission and a worldwide, royalty-free, fully paid-up, non-exclusive, non-transferable (except in connection with an assignment of this Office Agreement) right and license to copy, reproduce, store, record, disclose, transmit, display, access, and use Registration Information in connection with the activation, provision, support, improvement, administration, or management of Your Office Account or the Plan Services, as set forth in this agreement or otherwise permitted by Law. You represent and warrant that all Registration Information provided to RingCentral by or on behalf of You or any End User will be true, accurate, current, and complete, and that You will promptly confirm, update, or supplement Registration Information on file upon RingCentral's request or in the event that such Registration Information changes.

3.6. Automatic Renewal. Following the Initial Term this Office Agreement shall automatically renew for successive Renewal Terms as set forth in the Initial Order unless either Party delivers to the other Party notice of the Party's intent not to renew this Office Agreement at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term.

3.7. Updates and Modifications. RingCentral may not remove, update or modify any functionality or feature in any way that diminishes its performance, listed below in Table 1: entitled "**Core Plan Services Features**".

RingCentral may add, remove, update, or modify any other functionality, feature, or element of the Plan Services at its sole option, provided, however, that RingCentral shall provide You with advance notice in the event that RingCentral reasonably believes that such addition, removal, update, or modification will substantially disrupt Your use of the Plan Services.

Table 1: Core Plan Services Features		
1. Voice calling	8. Inbound caller ID display	16. Line status indicator
2. Voicemail	9. Call log reports	17. Web-based administration portal
3. SMS messaging (through mobile application)	10. Call recording	18. Rules-based call routing
4. Internet faxing	11. Secure voice	19. Call forwarding
5. Audio conference calling	12. IP Desk Phone Paging	20. Account user directory
6. Mobile application	13. IP Desk Phone Intercom	21. Desktop Softphone
7. Delivery of voicemails and faxes to inbox	14. Auto-attendant and calling tree	
	15. Glip	

You agree that that Your purchase hereunder is not contingent upon the delivery of any future product, functionality, or feature or dependent upon any public comment (whether oral, written, or otherwise) by any RingCentral Party relating to the same.

3.8. Use of the Plan Services. You acknowledge and agree that all use of the Plan Services is subject to this Office Agreement and the RingCentral Office Online Terms of Service, online at <http://www.ringcentral.com/legal/rcoffice-tos.html>, (the "**Online Terms**") and expressly incorporated



herein. You acknowledge and agree that the Online Terms may be modified or updated with thirty (30) days' advance written notice to You, which may be given by email, (a "**Modification**") and that in the event of any Modification, all use of the Plan Services will be subject to the new version of the Online Terms starting on the Modification effective date; provided, however, that You may, by written notice to RingCentral during such thirty- (30-) day notice period, opt out of any Modification that does not relate to or result from (i) a change in Law, (ii) data security or privacy matters, or (iii) new products, functionalities, or features. In the event that You timely opt out of such a Modification, the Parties shall work in good faith to enter into an amendment hereof that addresses the issues underlying the Modification. If the Parties are unable to agree upon such an amendment within thirty (30) days of Your opt-out notice, then either Party may terminate this Office Agreement with thirty (30) days' advance written notice to the other Party (which may be given by email) (in which case You shall not be liable for any fees or charges incurred in any period subsequent to the effective date of such termination). In the event of any conflict between the provisions of this Office Agreement and the Online Terms, the provisions of this Office Agreement shall control.

4. Limited License. RingCentral grants You and Your End Users a limited, personal, revocable, non-exclusive, non-sub-licensable, non-assignable, non-transferable, non-resellable license to use the software and hardware provided in conjunction with the Plan Services during the Term in strict accordance with this Office Agreement and solely for Your own internal business use. Unless expressly stated otherwise, all license rights granted herein or in connection with any software or hardware shall immediately terminate upon termination hereof. Any IP Rights in any software or hardware provided by the RingCentral Parties and used in conjunction with the Plan Services or in any technology used in the provision thereof are and shall remain the sole and exclusive property of the RingCentral Parties, and their licensors. All rights not expressly granted herein are reserved and retained by the RingCentral Parties and their licensors, and no IP Rights or other rights or licenses are granted, transferred, or assigned to You, any End User, or any other party by implication, estoppel, or otherwise. You acknowledge that misuse of RingCentral software or hardware may violate third party IP Rights in the software and/or hardware provided in conjunction with the Plan Services.

4.1 RingCentral's IP Rights. You agree that all rights, title and interest in and to all Intellectual Property in the Office Services, any software or hardware used in conjunction with the Office Services, or any Office Services materials are owned exclusively by the RingCentral Parties or their licensors. Except as expressly provided in the Office Agreement or the Online Terms, the limited license granted to You under this Office Agreement nor any Module does not convey any ownership or other rights, express or implied, in the Office Services, any Office Services Materials, or in any Intellectual Property.

4.2 Use and Disclosure of Intellectual Property. You represent and warrant that You shall not disclose or use any of the Intellectual Property in the Plan Services, any software or hardware provide by the RingCentral Parties and used in conjunction with the Plan Services, or any marketing, training or promotional materials related to the Plan Services for any purpose following termination of the Office Agreement or a Module, as applicable, or the limited license granted thereunder to use the Plan Services.



5. Additional RingCentral Obligations.

5.1 Basic Customer Support Services. Customer shall be responsible to provide Helpdesk support to End Users. Helpdesk support (hereinafter “Helpdesk”) means the logging of calls, managing End User's relations and answering initial inquiries including technical questions about the Plan Services that require an explanation of a feature, function, error message, installation or system administration. The Helpdesk support will be responsible to take a reported trouble, evaluate the trouble and resolve issues within its control, and when is unable to fix the problem, may route the trouble ticket to the RingCentral and will act as the interface between RingCentral and the End Users. RingCentral may require Customer's Helpdesk support personnel to complete a series of training courses on RingCentral's products.

RingCentral will make support available to Customer's Helpdesk via its call center, which will be available to attempt to resolve technical issues with, and answer questions regarding the implementation or use of, the Plan Services. Such support shall not include, and RingCentral shall have no obligation hereunder to perform, any of the following: (i) on-site support, (ii) implementation of any software or hardware, (iii) configuration of any device, (iv) dedicated representative support, or (v) network or third party equipment support. If You have a customer support issue, You may visit <http://success.ringcentral.com> or open a case with RingCentral Global Customer Care (“**Customer Care**”) at <http://success.ringcentral.com/RCContactSupp>. Any End User contacting Customer Care may be required to provide certain verifying information (e.g., the answer to a security question on file) to receive support from Customer Care, and Customer Care may limit the level of support that it will provide or scope of information that it will disclose or confirm to any inquiring End User based on the scope of his or her Account rights or permissions.

6. Billing and Payment. The charges and fees set forth in this Section 6 and any Order shall be incurred and billed, and become due and payable, as set forth in this Section 6 and the applicable Order Form. You agree to pay all fees and charges within thirty (30) days of the date of invoice (“**Net 30**”).

You acknowledge and agree that RingCentral may use the information that You provide(d) in Your onboarding form in its billing of amounts under the Agreement, any Modules, and all attachments, exhibits, documents, and content incorporated therein.

For clarity, the following chart entitled “Office Plan Fee Summary” explains how and when RingCentral may increase the prices and fees for the Plan Services (note: this chart is for informational purposes only).

Office Plan Fee Summary*					
Office Plan Amount	Description	When Incurred	Rates	Rate Changes	When Billed
Office Services Fees	Recurring base Plan Services fees, as set forth in above Summary of Plan Services table	Upon the beginning of each Payment Period	Set forth in applicable table above	May not be increased, except with written notice at least sixty (60) days prior to end of then-current Initial or Renewal Term, as applicable, in which case rates may be increased (effective upon	In advance
Toll-Free Minute Bundle Fees	Recurring fees for any Toll-Free Minute Bundles, if any,	Upon purchase for then-current Payment Period and			



	listed above and purchased by You for an Account	upon beginning of each subsequent Payment Period, until terminated		beginning of next Renewal Term) to as much as the then-current merchandised list price†	
Additional Number Purchase Fees	Recurring fees for Additional Numbers, if any, listed above and purchased by You for an Account				
	One-time fees for Additional Numbers, if any, listed above and purchased by You for an Account	As purchases are made			
Toll-Free Usage Overage Fees	Fees for such Usage	As such Usage occurs	Set forth at the time that he Usage occurs in the applicable Account's Admin Portal	Upon charge or update of such rates in the applicable Account's Admin Portal	In arrears
International Usage Fees					
Other Additional Usage Fees					
Compliance and Administrative Cost Recovery Fee †	Fee to recover costs associated with certain legal, IP, and telecommunications-related matters.	Upon the beginning of each Payment Period	Set forth in applicable table above	May not be increased, except with at least thirty (30) days' written notice, in which case they may be increased to as much as the amount† that RingCentral generally charges to its customers for such Fee at time increase	In advance
E911 Fee †	Fee to recover costs associated with providing RingCentral E911 service.				
† In the United States and Canada, as applicable					
*Does not include Taxes and Fees.					

6.1. Plan Services Fees. The Initial Order sets forth the base recurring fees for the Plan Services (“**Plan Services Fees**”) as well as the base recurring fees for any Toll-Free Minute Bundles of inbound Usage and any base recurring fees for Additional Number options assigned to an Account, if any, that are included in the Plan Services Fees for each monthly billing cycle.

6.2. Toll-Free Minute Bundle and Additional Number Options Fees. The Initial Order sets forth the initial (i) bundles of Toll-Free Minutes (which may be applied to Toll-Free Minute Usage in a monthly billing cycle in excess of the number of Minutes included in the Office Edition fees) (“**Toll-Free Minute Bundles**”), if any, and (ii) types of special-use numbers (“**Additional Numbers Options**”), if any, that You purchase for an Account. Upon purchase of a Toll-Free Minute Bundle for an Account, the number of monthly Toll-Free Minutes purchased shall be credited to that Account for the then-current and each subsequent monthly billing cycle, until such Toll-Free Minute Bundle is terminated. Toll-Free Minute Bundles and Additional Numbers Options may be purchased and terminated through the Admin Portal for the applicable Account. RingCentral reserves the right to cease offering Toll-Free Minute Bundles or Additional Numbers Options in its sole discretion and with or without notice, provided, however, that RingCentral shall continue to offer such Toll Free Minute Bundles or Additional Number Options to you so long as it offers the same to other North American customers of similar size.



6.3. Additional Usage Fees. You agree and acknowledge that in the event You exceed the number of minutes purchased for Toll Free Usage, International Usage, or any other per-minute bundles in a given month, Your Account will automatically be billed a one-time charge for the smallest available bundle of minutes for the applicable service (e.g., Toll Free or International minutes) at the applicable rate for the month.

6.4. Taxes. All rates fees, and charges are exclusive of applicable Taxes, for which You shall be solely responsible and which You shall pay. You hereby agree and acknowledge that Taxes may vary based on locational, jurisdictional, and other factors. When RingCentral invoices Taxes, it may calculate applicable Taxes in various ways, including, without limitation on the basis of full retail price or RingCentral cost price.

6.5. Billing for Mid-Year Transactions. In the event that any purchase, transaction, or event involving or resulting in an annually-incurred fees and charges occurs subsequent to the beginning of an annual billing cycle, RingCentral may at that time bill You a pro-rated amount for the remainder of the then-current cycle and thereafter bill You in full for each subsequent cycle.

6.6. Late Fees. You agree and acknowledge that time is of the essence for payment of all fees and charges. Any fees or charges not paid when due shall incur interest at a rate of the lesser of (i) eighteen percent (18%) per annum or (ii) the highest rate allowed by law. RingCentral's acceptance of late or partial payments (regardless of how they are marked or designated (including without limitation as "Paid in Full," "Accord and Satisfaction," or similarly)) shall not waive, limit, or prejudice in any way RingCentral's rights to collect any amount due.

6.7. Form of Payment. All fees and charges are payable to RingCentral by ACH, check or credit or debit card. Customer agrees to be liable for a processing fee in the amount of the lesser of fifty dollars (\$50.00) or the highest amount allowed by law for any credit card chargeback or check or other payment returned for nonpayment.

7. Disputed Amounts. You will waive the right to dispute any billed amount if You do not dispute such amount within thirty (30) days of the date of its billing. In the event that You timely dispute a billed amount and RingCentral confirms that You were over-billed, RingCentral shall credit the applicable Account in the amount of the over-billing ("**Billing Credits**"). Billing Credits shall be RingCentral's sole and exclusive obligation and Your sole and exclusive remedy with respect to any erroneous billing.

8. Value, Ownership, and Expiration of Credits and Minutes. In no event shall any Toll-Free Minute, Credited Toll-Free Minute, Calling Credit, Billing Credit, or any other type of credit or minute issued to You or applied to an Account ("**Account Credits**") have any monetary value or be exchangeable or exchanged for cash. Account Credits may be applied to only the Account for which they were purchased and/or provided, and may not be sold, transferred, assigned, or applied to any other Account, account, plan, or customer. Credited Toll-Free Minutes not applied to Usage of the applicable Account during the monthly billing cycle for which they are credited shall expire at the end of such cycle and shall in no event be available for application to Usage occurring during (or "roll over" to) any other period. Other Account Credits shall expire according to the terms of their purchase or provision.

9. Warranties & Disclaimers.



9.1 Warranties. RingCentral represents, warrants, and covenants that (i) the Plan Services will operate as described in the Office Agreement; (ii) it shall provide all materials under this Office Agreement in a professional, workmanlike manner, consistent with industry standards and in compliance with all applicable laws and the SLAs and Modules attached hereto; (iii) all Professional Services rendered under this Office Agreement or any Module or Addendum affixed to it shall be provided in a professional, workmanlike manner, consistent with industry standards; and (iv) to RingCentral's knowledge, the Plan Services do not and will not contain any program, routine, device, code, or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, spyware, bug, error, defect or trap door, that is capable of (or has the effect of allowing any untrusted party to be capable of) accessing, modifying, deleting, damaging, disabling, deactivating, interfering with or otherwise harming any of Customer's computers, networks, data or other electronically stored information, or computer programs or systems. RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with any third-party materials, including for equipment provided to Customer through a third-party vendor pursuant to Section 3.5.

9.2 Warranty Disclaimer. TO THE EXTENT PERMITTED BY LAW, THE PLAN SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, TITLE, 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 WARRANTY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Confidentiality.

10.1 "Confidential Information" means any information disclosed by one Party or its agents, including but not limited to, its Affiliates, officers, directors, employees and attorneys (the "Disclosing Party") to the other Party or its agents, including, but not limited to its Affiliates, officers, directors, employees and attorneys (the "Receiving Party") that is designated as confidential or that should reasonably be considered as confidential, given the nature of the information or the circumstances surrounding its disclosure. Confidential Information includes, but is not limited to, any information relating to the Disclosing Party's or its Affiliates' technology, networks, systems, or operations customers, business plans, promotional and marketing activities, finances and other business affairs, including, but not limited to, that which relates to research, products, software, services, development, inventions, processes, specifications, designs, drawings, diagrams, marketing techniques, documentation, customer information, pricing information, procedures, data, concepts, business policies or practices, financial statements, and third-party information that the Disclosing Party or its Affiliate is obligated to keep confidential.

10.2 Restrictions on Use or Disclosures by Either Party. The Receiving Party, during the Term of this Agreement and for at least one (1) year after the Termination of this Agreement, shall hold 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 Disclosing Party's Confidential Information as it uses to protect its own Confidential Information of like character, but in no event less than a reasonable degree of care. The Receiving Party shall not disclose such Confidential Information to any third party, or any non-RingCentral Party, without prior written approval of the other party. The Receiving Party may disclose Confidential Information only to its agents, including but not limited to, its Affiliates, officers, directors, employees and attorneys and all RingCentral Parties, who have a need to know such Confidential Information for the purposes of this Agreement and who are subject to obligations of confidentiality and restrictions on use with respect to the Confidential Information that are at least as protective as the provisions set forth in this Agreement.

The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided hereunder. These restrictions on the use or disclosure of Confidential Information shall not apply to any Confidential Information:

- (i) which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such Confidential Information; or
- (ii) after it has become generally available to the public without breach of this agreement by the Receiving Party;
- (iii) which at the time of disclosure was already known to the Receiving Party, and free of restriction as evidenced by documentation in such party's possession; or
- (iv) which the Disclosing Party confirms in writing is free of such restrictions

Disclosure of Confidential Information shall not be precluded if such disclosure is in response to a valid order of a court or other governmental body of the United States, Canada or the United Kingdom or any political subdivision thereof or is otherwise required to be disclosed by law; provided, however, that the Receiving Party (i) subject to applicable law, promptly gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (ii) discloses only information required to be disclosed, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

10.3 Customer Communications Disclosures by RingCentral. RingCentral shall not use or disclose to any non-RingCentral Party Customer Communications except: (i) as authorized or required under applicable Law; (ii) as authorized hereunder; (iii) in connection with providing, improving, or supporting the Plan Services or otherwise performing or exercising its rights under this Agreement; or (iv) as authorized by You in writing. Unless required otherwise by applicable Law, RingCentral shall destroy copies of stored Customer Communications within its possession within forty-five (45) days of closure of the Account in which they are stored.

11 Termination.

11.1. Termination by You. You may terminate this Office Agreement and any Modules hereunder with thirty (30) days' advance written notice to RingCentral in the event that RingCentral materially breaches this Office Agreement and fails to cure such material breach during such thirty (30) day notice period. In the event that You terminate this Office Agreement pursuant to this Sub-Section 11.1



(Termination by You), You shall not be liable for any fees or charges for any period subsequent to the effective date of such termination, and RingCentral shall provide You with a pro-rata refund of all prepaid and unused fees or other amounts paid.

11.2. Termination by RingCentral. RingCentral may terminate this Office Agreement with ten (10) days' advance written notice to You (which may be given by email) in the event of Your material breach of the Online Terms' Sections 1 (Operation and Limitations of the RingCentral 911 Service), 2 (Use Policies), 3 (Number Policies), or 7 (Account Management and Security) which result in an adverse effect to RingCentral. In the event that You materially breach this Office Agreement in any way other than those outlined in the immediately preceding sentence, and fail to cure such material breach after thirty (30) days of being notified of such breach, RingCentral may terminate this Agreement at the end of such notice period. Termination for Your material breach shall not relieve You of Your commitment to pay for the Plan Services for the Initial Term or then-current Renewal Term.

12 Limitations of Liability.

12.1. Consequential Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO YOU OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

12.2. Direct Damages Cap. EXCEPT AS SET FORTH BELOW, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY SHALL EXCEED THE PLAN SERVICES FEES PAYABLE HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE DATE OF THE EVENT(S) GIVING RISE TO THE LIABILITY.

12.3. Scope and Exceptions. THE LIMITATIONS SET FORTH IN SECTION 12.2 (Direct Damages Cap):

- (i) SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW,
- (ii) SHALL NOT DISCLAIM, LIMIT, OR CAP CUSTOMER'S OBLIGATION TO PAY ANY FEES OR CHARGES OR OTHER AMOUNT OWED TO RINGCENTRAL OR ANY DAMAGES TO WHICH RINGCENTRAL IS ENTITLED UNDER APPLICABLE LAW FOR INFRINGEMENT OF IP RIGHTS,
- (iii) SHALL NOT APPLY TO CUSTOMER'S LIABILITY ARISING FROM OR RELATED TO RINGCENTRAL'S TERMINATION OF THIS OFFICE AGREEMENT FOR ANY ACTUAL OR ALLEGED BREACH OF THE ONLINE TERMS SECTIONS 1 (OPERATION AND LIMITATIONS OF THE RINGCENTRAL 911 SERVICE), 2 (USE POLICIES), 3 (NUMBER POLICIES), OR 7 (ACCOUNT MANAGEMENT AND SECURITY).
- (iv) SHALL NOT APPLY TO EITHER PARTY'S LIABILITY FOR OR RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT;
- (v) REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES, AND
- (vi) SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS OFFICE AGREEMENT AND APPLY IN ANY AND ALL CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION IN THE EVENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY PROVIDED HEREIN.

13 Indemnification



13.1. By RingCentral. RingCentral shall defend You, Your Affiliates, and their officers, directors, and employees against any claim, allegation, action, lawsuit, demand, or proceeding by a third party (a **“Third Party Claim”**) that the Plan Services, as provided by RingCentral, infringe a third party’s IP Right and shall indemnify the foregoing parties and hold them harmless from and against any actual, out-of-pocket costs, expenses, fees, fines, or damages paid by such a party arising or resulting from any such Third Party Claim, provided that such Third Party Claim does not arise from:

- (i) Any unapproved modification, enhancement, or alteration of any Plan Services by Customer, or any non-RingCentral software or hardware used in conjunction with the Plan Services without RingCentral’s approval, or combination thereof with any other technology, product, service, data, software, information, design, specification, or other material not provided or approved by RingCentral or at RingCentral’s request,
- (ii) Failure to promptly install any updates of any software or firmware provided with the Plan Services of which Customer receives notice from RingCentral, or to accept or use modified or replacement items provided by or on behalf of RingCentral,
- (iii) Breach of the Office Agreement or use of the Plan Services, or
- (iv) A Third Party Claim by Your Affiliate, successor, or assignee or any party working in concert with You.

If RingCentral determines in its sole discretion that the use and/or licensing of any Plan Services, and/or any software or hardware provided with the Plan Services, or any component thereof infringes or otherwise violates any IP Right or proprietary right or may be subject to any claim of infringement of any such right, then RingCentral may elect, at its sole option, to do any one or combination of the following:

(i) procure the license(s) or other right(s) that it deems necessary to allow continued use or receipt of the item(s) or services at issue; or (ii) replace or modify the item(s) or services at issue in such a manner as RingCentral chooses in its sole discretion to address the potential infringement or violation. You shall provide RingCentral assistance and cooperation in good faith as RingCentral reasonably determines its course of action. If RingCentral determines in its sole discretion that the actions set forth above in this paragraph may not be commercially reasonable or may not address the issue to RingCentral’s satisfaction, then RingCentral may terminate this Office Agreement, in which case You shall not owe any fees or charges for any period subsequent to the date of such termination.

RingCentral’s obligations under this Sub-Section 13.1 shall be RingCentral’s sole and exclusive liability and Your sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

13.2. By You. You shall defend the RingCentral Parties against – and shall indemnify them and hold them harmless from and against any actual, out-of-pocket losses (including without limitation any fines, damages, expenses, reasonable legal fees, and costs) related to – any Third Party Claim based on or arising from Customer’s:

- (i) Violation of applicable law,



- (ii) Failure to promptly install any updates of any software or firmware used in conjunction with the Plan Services, or to accept or use modified or replacement items provided by or on behalf of RingCentral, or
- (iii) RingCentral's termination pursuant to Section 11.2 (Termination by RingCentral) for any actual or alleged breach of the Online Terms Sections 1 (Operation and Limitations of the RingCentral 911 Service), 2 (Use Policies), 3 (Number Policies), or 7 (Account Management and Security).

13.3. Defense and Indemnification Procedures. Any party seeking defense or indemnification (the "**Indemnified Party**") must provide the Party from which it seeks such indemnification or defense (the "**Indemnifying Party**") with the following: (a) prompt written notice of the claim, (b) sole control over the defense and settlement of the claim, and (c) reasonable information, cooperation, and assistance in connection with the defense and settlement of the claim. The Indemnified Party's failure to comply with the foregoing obligations shall not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 13 (Indemnification), except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Party shall have the right to participate at its own expense in the defense of such claim, including any related settlement negotiations. No such claim may be settled or compromised by the Indemnifying Party without the Indemnified Party's express written consent (which such consent may not be unreasonably withheld, conditioned, or delayed), unless such settlement or compromise includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such claim.

14 Publicity. Subject to Customer's prior written approval in each instance, You agree that RingCentral may identify You as a customer and may refer to the Agreement during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials; accordingly, You hereby grant the RingCentral Parties an irrevocable, perpetual, worldwide, non-exclusive, fully paid-up, royalty-free license (with right to sublicense) to use, reproduce, publish, and display Your name, trademarks, service marks, designs, logos, and symbols in such materials for such purposes.

15 General Terms

15.1 Billing. You acknowledge and agree that RingCentral may use the information that You provide(d) in Your credit application for the purpose of billing amounts that may come due under the Agreement, any Modules, and all attachments, exhibits, documents, and content incorporated therein.

15.2 Relationship of the Parties. The Parties' relationship under the Agreement is that of independent contractors. Nothing in the Agreement shall constitute or create any employment, partnership, association, joint venture, agency, or fiduciary relationship between the Parties. Neither Party shall have the authority to bind or obligate the other Party in any way.

15.3 Notices. Unless otherwise specified in one of the documents, webpages, or other content comprising the Agreement with respect to a particular type of notice permitted or required to be given thereunder, any notice required or permitted under the Agreement shall be in writing and either personally delivered (in which case such notice shall be effective upon such delivery) or sent by reputable overnight courier or first-class, priority, air, or express mail, with postage prepaid and confirmation of receipt requested (in which case such notice shall be effective the next business day) to



the receiving Party's address (as set forth in Section 1 of the Office Agreement or as updated by notice in accordance with this Sub-Section), with a copy of any such notice to RingCentral being emailed to Legal@ringcentral.com and a copy of any such notice to You being emailed to an email address then on file with RingCentral for an Account to which the notice relates.

15.4 Force Majeure. Excluding either Party's payment obligations under the Agreement, neither Party shall 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; riot; war; terrorism; governmental act or direction; Laws; breach, delay, act, or omission of any supplier, carrier, contractor, subcontractor, or business partner; failure, outage, or unavailability of third party network(s) or system(s); fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; or strike or labor disturbance. In the event that the affected Party is prevented from performing an obligation under this Office Agreement for more than forty-five (45) consecutive days, either Party may terminate on notice to the other Party the particular Order or Service Module impacted.

15.5 Amendments. The terms of this Agreement, together with any Module or Order, may not be amended or modified except in a written amendment executed by authorized representatives of both Parties. In no event shall handwritten or "typed-on" changes to any terms or conditions be effective.

15.6 Third-Party Beneficiaries. Nothing in the Agreement, express or implied, is intended to or shall confer upon any person or entity other than the Parties themselves any right, benefit, claim, or remedy as a third party beneficiary or by any other nature whatsoever under or by reason of the Agreement.

15.7 Legal Capacity. Each Party represents and warrants that: (i) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (ii) the individual signing Agreement and each Order on that Party's behalf has full power and authority to execute and deliver the same; and (iii) the Agreement shall be a binding obligation of that Party. Without limiting the foregoing, a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

15.8 Choice of Law. The Agreement is governed by and intended to be construed under the laws of the State of California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Your use of the Products or Plan Services.

15.9 Dispute Resolution

- (i) **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 representative duly authorized to negotiate and settle the dispute on that Party's behalf, which representatives shall meet in person to make a reasonable and good faith effort to settle or otherwise resolve such Dispute.
- (ii) **Venue.** In the event that the Parties are unable to resolve a Dispute, any related action, lawsuit, or proceeding shall be brought in and adjudicated by state or federal courts located in the city and county of San Francisco, California, United States of America. Each Party hereby consents to and agrees to submit to the exclusive venue and personal jurisdiction of such courts with



respect to any such actions or lawsuits and irrevocably waives any right that it might have to assert that either forum is not convenient or that any such courts lack jurisdiction.

- (iii) **Class Action Waiver.** Any actions, lawsuits, or shall 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 proceeding in which any party acts or proposes to act in a representative capacity.

15.10 Equitable Relief. You agree that any breach of RingCentral's IP Rights will cause RingCentral irreparable harm for which monetary damages will be inadequate and RingCentral 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.

15.11 No Waiver. In no event will any failure or delay by a Party to assert or exercise any right, demand fulfilment or performance of any obligation, or avail itself of any remedy under the Agreement, in whole or in part, be deemed a waiver of any right or remedy under the Agreement on such occasion or any other 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.

15.12 Entire Agreement. The Office Agreement, together with any Order Forms, any additional service Module terms if applicable, and any online terms incorporated herein, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, statements, or agreements, whether oral, written, or otherwise, regarding such subject. RingCentral expressly rejects in their entirety any additional or conflicting terms or conditions contained in any order confirmation, sales acknowledgement, Customer purchase order, or similar Customer document, which the Parties agree are solely for their convenience.

15.13 Interpretation. The headings, section titles, and captions of the Office Agreement are for convenience of reference only and shall have no legal effect. The Parties acknowledge and agree that the Agreement is the product of negotiation and preparation by and among the Parties and their respective legal advisers, that each Party has had the active assistance of legal counsel in the negotiation of the Agreement, and as a result, no clause or provision of the Agreement may be interpreted in favour of or against one Party over the other based upon the source of the draftsmanship.

15.14 Assignment. Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent shall not be unreasonably withheld or delayed), however either party may assign the Agreement and all of that Party's rights and obligations thereunder to: (i) a person or entity that is controlled by that Party, controls that Party, or is under common control with a Party (for purposes of this clause, "control" means beneficial ownership of all of an entity's then-outstanding voting securities or ownership interests) (that Party's "**Affiliate**")); or (ii) the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets, or the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. The Agreement shall bind and inure to the benefit of the Parties, their permitted assigns, and their successors.

15.15 Severability. If any provision or portion of the Agreement is determined to be invalid, unlawful, illegal, void, or unenforceable, in whole or in part, then (i) that provision or portion shall be construed in



such a manner as to render the provision or portion enforceable and, to the extent possible, to reflect the Parties' original intent and (ii) the remaining provisions and portions of the Agreement shall remain in full force and effect.

15.16 Execution. This Agreement and any Order may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same original. Each counterpart may be executed by electronic signature and may be delivered by either Party by facsimile, email, or any similar electronic transmission and will be (i) legally enforceable as a signed writing as against the Parties and (ii) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business.

16 Survival. The following shall survive termination of this Office Agreement:

- (i) The Online Terms Section 4 (RingCentral Privacy and Data), Sections 3 (Number Policies), and Section 6 (Account Disputes; RingCentral's Legal Compliance) of the Online Terms,
- (ii) Your payment obligations hereunder,
- (iii) All provisions that relate to notices; intellectual property ownership; the disclaimer or limitation of any warranty or liability; a Party's agreement to defend, indemnify, release, discharge, or hold harmless another party; choice of law; dispute resolution; severability; enforcement; or execution; and
- (iv) All provisions that are intended by their nature to survive termination of this Office Agreement.

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

Customer

City of Ankeny

By: _____

Name: _____

Title: _____

Date: _____

RingCentral

RingCentral, Inc.

By: _____

TA738457A272441...

Name: Mitch Tarica

Title: SVP Sales

Date: 9/14/2017



EXHIBIT A-1

SERVICE LEVEL AGREEMENT FOR OFFICE SERVICES

1. Overview.

Pursuant to the terms and conditions of this Service Level Agreement (“**Office SLA**”), RingCentral commits to deliver Service Availability on the RingCentral Network for Voice Services, solely for Office Services. Contact Center and other additional services are not subject this Office SLA. RingCentral will maintain the Quality of Service for Voice Services at the performance levels as defined below:

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

2. Minimum Eligibility.

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

3. Definitions.

Capitalized terms have the meaning assigned below. Capitalized terms not defined below have the meaning set forth in the Office Agreement to which this Office SLA is attached.

- a) “**Down Time**” is an unscheduled period during which the Voice Services for RingCentral Office on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer’s breach of the Office Agreement or the Online Terms. Down Time begins to accrue after one (1) minute of unavailability, per incident.
- b) “**Minimum MOS**” means an average MOS of at least 3.5 over each calendar month.
- 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 Plan 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 Office Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Office Services.
- 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, private IP networks, and the PSTN. The RingCentral Network does not include the public Internet, a Customer’s own private network, or the Public Switched Telephone Network (PSTN).
- g) **“Service Availability”** is the time for which Voice Services for RingCentral Office are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth below.
- h) **“Service Credits”** means the amount that RingCentral will credit a Customer’s account pursuant to this Office 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, to RingCentral’s Customer Care department, by placing a telephone call as outlined at <http://success.ringcentral.com/RCContactSupp>.
- k) **“Territory”** means those countries in which Customers subscribes to RingCentral Office or Global Office Services.
- l) **“Voice Services”** means the audio portion of the Plan Services, across endpoints, including the Softphone, and IP desk phone.

4. Service Delivery Commitments

a) Calculation of Service Availability.

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

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 Service Credits according to the following table:

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

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

5. 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 endeavor to provide the Quality of Service Report within five (5) business days.
- c) **Diagnostic Investigation:** If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic



techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.

- d) **Diagnostic Remediation.** Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

6. Chronic Service Failures

- a) **Service Availability:** Customer may terminate the Office 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 Office Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet the Minimum MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within four (4) months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
- c) To exercise its termination right under this Office SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to right to terminate under this Section accrues.

- 7. **Sole Remedy.** The remedies available pursuant to this SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this 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 Office Agreement, subject to the limitations therein.



Addendum A

to the

RingCentral Office Plan Purchase Agreement

RingCentral Professional Services Agreement

This Professional Services Agreement (this "**PS Agreement**") is executed by RingCentral, Inc. ("**RingCentral**"), and _____ (the "**Customer**") (each a "**Party**" and together the "**Parties**" to this PS Agreement), pursuant to, and is subject to the RingCentral Office Plan Purchase Agreement ("**Office Agreement**") between the Parties.

1. **Scope.** RingCentral shall provide the implementation, installation, consulting, configuration services and other professional services ("**Professional Services**") as described and agreed upon in writing between the Parties pursuant to a statement of work ("**Statement of Work**" or "**SOW**"). The Professional Services may include the creation and delivery of customized software, documentation or other work product ("**Deliverables**").
2. **Order of Precedence.** Unless otherwise provided for in the PS Agreement, the Office Agreement, the PS Agreement, any SOW and any ancillary attachments to or documents referenced in a SOW, the order of precedence is the PS Agreement insofar as they apply to the Professional Services only, otherwise the Office Agreement shall control.
3. **Changes to the 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.
4. **Project Phases.** The Professional Services may be delivered in one or more phases. The SOW will specify the milestone, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase ("**Project Phase**"). The Professional Services may also be provided on a time and material basis ("**T&M Services**") paid by the hour based on the then current T&M Services Hourly Fee offered by RingCentral, and calculated on the bases of RingCentral service records. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.



5. **Customer Sites and Site Visits.** In the event the Parties agree that the Professional Services must be performed at one or more Customer facility(ies) ("**Site(s)**"), the Site(s) will be separately identified in the applicable SOW. Each visit to a separate Customer Site will be considered a separate "**Site Visit**". When so stipulated in the SOW, each Site may constitute a Project Phase. Customer has the following obligations with respect to all Site Visits:
- a. Customer will maintain and ensure safe working conditions at each Site and shall promptly inform the RingCentral project manager of any known hazardous conditions at any Site prior to any visit by RingCentral Personnel.
 - b. Customer shall ensure that all Site hardware and network environment meets or exceed the requirements set forth in the Statement of Work and in "RingCentral VoIP Network Requirements and Recommendations" which can found at: https://success.ringcentral.com/articles/RC_Knowledge_Article/9233
 - c. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer's systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer's failure to do so.
 - d. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral Project Manager the following information for the Site to be visited:
 - i. a fully completed Site Survey Data form which can be accessed and completed at <http://www.quickbase.com> (Customer will be given a username and password for access to the site upon execution of the applicable SOW);
 - ii. the first and last name, extension number, and email address for delivery of message notification emails of each User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Plan Service's bulk configuration utility);
 - iii. written or illustrated diagrams of Customer's current and proposed dial plans and data and call flows; and
 - iv. information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.
6. **Late Site Visit Change.** The Parties acknowledge and agree that Customer's cancellation or change of the dates of a Site Visit at any time during the ten (10) business days immediately prior to the date that the Site Visit is scheduled to take place (a "**Late Site Visit Change**") will cause RingCentral to incur in expenses and losses (including without limitation RingCentral's costs in rescheduling the Site Visit and/or loss of opportunity for other business during the period during which such Site Visit was to take place). Accordingly, Customer agrees that for each Late Site Visit Change, Customer shall incur (at the time of cancellation or change) and



be liable for, as liquidated damages, an amount equal to eight (8) hours of RingCentral T&M Services at RingCentral's then-current T&M Services Hourly rate (as set forth in the applicable SOW), as well as any Service Expenses (as defined below) 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.

7. **Professional Services Acceptance.** Each SOW will identify the specific criteria required for the completion of each Project Phase ("**Completion Criteria**"). Unless otherwise agreed between the parties in the SOW, upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will present to the Customer the Professional Services Project Completion Signoff Form ("**PCF**") for that Project Phase. Notwithstanding anything to the contrary in this PS Agreement or any SOW, RingCentral's obligations under any Project Phase are deemed accepted and the Professional Services under such Project Phase shall be considered completed in full and billable upon any of the following ("**Acceptance**"):
 - a. Customer executes the PCF.
 - b. If RingCentral presents Customer with the PCF and the Customer fails to execute the PCF within three (3) days, unless the Customer provides to RingCentral, within those three (3) days, with a detailed description of the items that are outstanding or that are materially non-conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services, and re-submit the PCF for the Project Phase to the Customer for Acceptance as described above. If RingCentral timely receives from the Customer a second rejection notice, and RingCentral, in its reasonable discretion determines that the Professional Services for the Project Phase were properly completed in accordance with the Completion Criteria, the Project Phase will be deemed to have been Accepted.
 - c. **Production Use:** Unless otherwise agreed in writing between the parties, production use will constitute Acceptance for all purposes of this PS Agreement.
 - d. In the event of termination of the applicable SOW as set forth below.
 - e. **T&M Services.** Acceptance for T&M Services is deemed accepted upon performance.
8. **Compensation.**
 - a. **Fees.** The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for T&M Services. Customer will compensate RingCentral fees and expenses for the Services as set forth in the applicable SOW. Customer acknowledges and agrees that all fees and charges shall be due and payable without any deduction, withholding, or offset of any kind, including without limitation for any levy or tax.
 - b. **Invoicing and Payment of Professional Services fees.** Except to the extent otherwise provided in an SOW, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced Monthly in arrears. The payment term for each invoice is set forth in the Office Agreement.



- c. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its reasonable travel, meal, and lodging expenses incurred in connection with any Site Visit (“**Service Expenses**”) as set forth in the applicable SOW, or as agreed in writing between the parties. Service Expenses shall be invoiced upon Acceptance of each Project Phase. All Service Expenses shall be reasonably itemized on the applicable invoice. Service Expenses shall be limited as follows:
 - i. Airline Transportation: Not to exceed \$250.00 over lowest available direct fare based on carrier preference;
 - ii. Hotels: Average 3 star hotel where available; and
 - iii. Food: Not to exceed \$60 per RingCentral Personnel per day.
- d. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:
 - i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours of RingCentral per day at RingCentral’s then-current T&M Services hourly rate.
 - ii. Customer agrees to pay a reschedule fee of five hundred dollars (\$500.00) for any Site Visit that must be rescheduled without at least ten (10) business days’ notice to RingCentral.
- e. **Full Statement of Conditions for Customer Payment Obligations.** In no event shall Customer’s incurring of or obligation to pay any amount under this PS Agreement be contingent on or tied in any way to the occurrence of any event not specifically identified in this PS Agreement, as such a condition with respect to such amounts.

9. RingCentral’s Intellectual Property Rights

- a. **License to Deliverables.** Subject to customer payment of the fees for the Professional Services, RingCentral grants to the Customer, a non-exclusive, non-transferable, limited, non-sub-licensable license to use the Deliverables created by RingCentral and delivered to the Customer with the Plan Services. Any Software contained in the Deliverables will be licenses subject to the terms of the Office Agreement.
- b. **Ownership:** Customer agrees that all rights, title and interest in and to all Intellectual Property in the Services, including any software or hardware used in conjunction with the Services and any Services materials and Deliverables are owned exclusively by RingCentral or their licensors. Except as may be expressly provided in this PS Agreement, nothing in this PS Agreement conveys or grants any ownership or other rights or licenses, express or implied, in the Services, any Services materials or deliverables, or any other RingCentral Intellectual Property. For purposes of this PS Agreement, “**Intellectual Property**” means all common law, statutory, and other 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; or (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable), including, in all cases, any modifications to any of the foregoing.

10. Term and Termination.

- a. **Term.** This PS Agreement shall become effective as of the date that the last of the Parties to sign this PS Agreement (the “**Effective Date**”) and shall remain in effect for as long as the Office Agreement is in effect, unless terminated in accordance with this Section.
- b. **Termination.** Either Party may terminate this PS Agreement, in whole or in part, with thirty (30) days’ advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one SOW or Project Phase shall not necessarily result in the termination of, or otherwise affect, any other SOW or Project Phase.
- c. **Effect of Termination.** In the event that this PS Agreement, a SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral’s material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:
 - i. any Professional Services and T&M Services that have been rendered up until the effective date of the termination;
 - ii. all applicable Service Expenses incurred; and
 - iii. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled.
- d. **Post-Termination Notice Wrap-Up.** Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase, as the case may be, but shall have the right to elect in its sole discretion to continue to perform such Services in the period prior to the applicable SOW’s or Project Phase, as the case may be, termination.

11. Limitation of Liability.

THE LIABILITY OF THE PARTIES WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE OFFICE AGREEMENT, WITH THE FOLLOWING EXCEPTIONS:

- a. **NEITHER PARTY’S TOTAL AGGREGATE LIABILITY ARISING UNDER THIS PS AGREEMENT SHALL EXCEED THREE TIMES (3X) THE AMOUNTS PAID OR DUE UNDER THE SOW IN CONNECTION WITH THE EVENTS GIVING RISE TO THE LIABILITY OCCURRED.**
- b. **IN NO EVENT SHALL RINGCENTRAL BE LIABLE FOR COSTS OF PROCUREMENT, COVER, OR SUBSTITUTION GOODS OR SERVICES; LOSS OF USE, DATA, EQUIPMENT, PRODUCTS, BUSINESS OPPORTUNITIES, OR PROFITS; INTERRUPTION OF BUSINESS; TRANSACTIONS ENTERED INTO OR NOT ENTERED INTO; OR SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, REPUTATIONAL, OR PUNITIVE DAMAGES OF ANY KIND, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF RINGCENTRAL HAS BEEN INFORMED IN**



ADVANCE OF THE POSSIBILITY OF – OR COULD HAVE FORESEEN – SUCH COSTS, LOSSES, OR DAMAGES.

- c. NEITHER RINGCENTRAL NOR RINGCENTRAL PERSONNEL SHALL BE LIABLE FOR ANY CORRUPTION, DAMAGE, OR DESTRUCTION TO EITHER CUSTOMER'S NETWORKS, SOFTWARE, HARDWARE, OR OTHER COMPONENTS NOT DIRECTLY CAUSED BY RINGCENTRAL'S OR RINGCENTRAL PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THE SERVICES.**

- 12. Obligations Upon Termination.** Upon termination of this PS Agreement, Customer will promptly destroy or, at RingCentral's request, return to RingCentral, all RingCentral Confidential Information in their possession, including deleting or rendering unusable all electronic files and data that contain RingCentral Confidential Information, and will provide RingCentral with certification of compliance with this subsection.
- 13. Warranties.** All Professional Services rendered under this PS Agreement shall be rendered in a professional, workmanlike manner consistent with industry standards. Otherwise, all warranty disclaimers from the Office Agreement shall apply.