Device as a Service Rental Agreement

Last updated December 14, 2022

RingCentral's Device as a Service Rental Agreement ("DaaS Agreement") is available to customers whose RingCentral Services have a minimum Initial Term of at least twenty-four (24) months. This DaaS Agreement is incorporated into and made a part of the agreement you accepted and/or signed which governs your use of the RingCentral Services (the "Master Services Agreement" or "MSA").

In the event of differing terms or a conflict between the terms of the MSA and the DaaS Agreement, the terms of the DaaS Agreement will prevail. Any capitalized terms not defined herein will have the meaning ascribed to them in the MSA.

A. DaaS Services

I. This DaaS Agreement is for the rental of hardware, selected by You from RingCentral's DaaS hardware list (including all accessories provided therewith, each, a "**DaaS Device**") and repair/replacement of same by third party partners (collectively, the "**DaaS Services**"). Fees are charged on a recurring monthly basis (the "**DaaS Fee(s)**"). As a part of your recurring bill from RingCentral, you agree to pay the DaaS Fees for all DaaS Devices. The DaaS Fees do not include taxes or fees, which vary by location of rental.

II. DaaS Fees for each DaaS Device will begin on the Start Date of the Initial Order Form for the RingCentral Services subscription and shall continue for a non-cancelable initial period of twenty-four (24) months ("Initial Term"), after which this Agreement will renew on a month to month basis unless terminated, or the parties agree to a Renewal Term (all such Renewal Terms shall be non-cancelable during the term).

III. Either Party may, with thirty (30) days' written notice to the other, terminate any DaaS Service, provided however, that no termination will be effective for any DaaS Device in an Initial Term or Renewal Term. Notwithstanding the foregoing, RingCentral may terminate any DaaS Service or this Agreement immediately if it determines Your use of the DaaS Devices violate the terms of this Agreement. Upon any termination of the DaaS Agreement or DaaS Services, you agree to return the DaaS Device(s) (including all accessories and materials that were originally provided with the DaaS Device(s)) consistent with RingCentral's written instructions and in accordance with Section C (i) below. If you do not return a DaaS Device(s) within fourteen (14) days following the termination, you will continue to be charged DaaS Fees until the DaaS Device is returned, in addition to any other remedies as described in Section A(VI). In the event a DaaS Device or this Agreement is terminated by RingCentral due to Your Violation of this Agreement, all sums due under this Agreement become immediately due and payable and you must return any DaaS Device.

IV. DaaS Devices Ownership; Damage and Loss. At no time during the Term will title for any DaaS Device transfer to You. You will not (i) grant any third party any right to use, possess, or control any DaaS Device, (ii) rent any DaaS Device to any third party, (iii) attempt to dispose of any DaaS Device, (iv) grant any interest or right in a DaaS Device to any third party, or (iv) assign any claims, offsets, or defenses you may have against RingCentral. Upon RingCentral's request, and to the extent permitted by applicable law, you will execute and deliver to RingCentral any documents or forms for protecting RingCentral's hardware partners' ownership and interest in each DaaS Device.

V. You have five (5) business days upon receipt of each DaaS Device to notify RingCentral of any damage or functional issues with a DaaS Device. If you don't provide such notice, each DaaS Device is deemed to be in good working order at the time of receipt.

VI. In the event that any DaaS Device delivered to you is stolen, lost, damaged, or transferred to any third party, regardless of the circumstances or cause, you may elect to either (i) continue to pay the DaaS Fees for the remainder of the Initial or then current Renewal Term, plus the applicable MCV at the expiration of the term, or (ii) pay all due DaaS Fees, plus the applicable MCV immediately.

B. DaaS Device Usage

You will ensure that: (a) each DaaS Device will only be used in a careful and proper manner and in accordance with the written instructions provided with it by RingCentral, as may be updated by RingCentral or the manufacturer of the DaaS Device from time to time; (b) each DaaS Device will not be defaced, modified, used or operated in any manner or for any purpose in violation of any federal, state, or local law or regulation; (c) each DaaS Device must remain within the country expressly permitted for its use by the Master Services Agreement, and may not be exported or re-exported to any other country; (d) any regulatory or certification markers affixed to a DaaS Device may not be removed, defaced, or otherwise obstructed; and (e) each DaaS Device will only be repaired subject to RingCentral's express written authorization and in accordance with RingCentral's instructions and requirements.

C. Return/Losses

i. Returns

I. All DaaS Devices must be returned within fourteen (14) days of the expiration of the Initial or Renewal Term, or in the case of upgrade no later than fourteen (14) days following shipment of the replacement device. If you do not return a DaaS Device(s) within fourteen (14) days following the termination, you will continue to be charged DaaS Fees until the DaaS Device is returned, in addition to any other remedies as described in Section A(VI). All returned DaaS Devices must be fully functional in good working condition and appearance except for reasonable wear and tear, and include all manufacturer manuals and certificates. If the DaaS Device is not fully functional, you will be obligated to pay RingCentral the Minimum Casualty Value pursuant to Section C(ii) below. RingCentral may charge you a minimum restocking fee of thirty five dollars ($35.00) USD (if you are billed in another currency, please contact RingCentral customer service for the fee amount applicable).

II. You agree to pay all packaging, shipping and handling charges related to any DaaS Device and related hardware returns, regardless of the reason for the return.

III. Before returning any DaaS Device or hardware that has data in its memory, you are solely responsible to transfer all files you wish to retain. Once the DaaS Device and related hardware is returned, your files cannot be recovered and you release us of any liability for any lost, damaged, or destroyed files, data, or other information.

ii. Losses

In the event of loss, theft, destruction or other disposal of any DaaS Device, RingCentral will invoice You the appropriate Minimum Casualty Value per DaaS Device, along with any remaining monthly DaaS Fees due. Minimum Casualty Value of a DaaS device will be determined according to the chart in Annex A and may be subject to taxes.

D. Device Upgrade

After eighteen (18) months You may upgrade any DaaS Device by requesting an upgrade number from RingCentral. **By requesting an upgrade you agree to enter into a new Initial Term of twenty-four (24) months for the DaaS Device**. RingCentral's hardware partner will provide a shipping label for DaaS Devices to be returned. In the event replaced DaaS Devices are lost, destroyed, stolen or unreturned, or if the DaaS

Devices are returned in disrepair, you may elect to either (i) continue to pay the monthly DaaS Fees, plus applicable MCV, taxes and fees, at the expiration of the Initial or then current Renewal Term, or (ii) immediately pay the due DaaS Fees and applicable MCV, plus taxes and fees.

E. Warranty Disclaimer

EACH DAAS DEVICE AND ANY HARDWARE RENTED OR PURCHASED IN CONNECTION WITH THIS DAAS AGREEMENT IS PROVIDED “AS IS” AND “AS AVAILABLE” AND RINGCENTRAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SIMILAR WARRANTY, WHETHER SAID WARRANTY ARISES UNDER CANADIAN LAW OR ANY PROVINCE THEREOF. RINGCENTRAL MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY DAAS DEVICE WILL BE DELIVERED TO YOU BY A PARTICULAR DATE OR IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS (INCLUDING PATENT AND TRADE SECRET RIGHTS). THE ENTIRE RISK ASSOCIATED WITH THE USE OF ANY DAAS DEVICE SHALL BE BORNE SOLELY BY YOU.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

RingCentral hereby grants, transfers and assigns to You during the term of this DaaS Agreement all of its right, title and interest in any express or implied warranties, indemnities or service agreements of the vendor which are assignable by RingCentral. RingCentral shall permit You, as Your sole remedy, to enforce any such representation, warranty, indemnity or service agreement against the vendor in the name of RingCentral, and not against RingCentral or any RingCentral successor in interest.

F. General Terms

You authorize us to collect any DaaS Fees owed by you pursuant to the payment method as outlined in the MSA. This DaaS Agreement is the binding obligation between the Parties, enforceable against them in accordance with its terms and the terms of the MSA.

RingCentral may, in its discretion, update or change the on-line version of the terms and conditions of the DaaS Agreement, and the version of DaaS Agreement applicable to each DaaS Device is the version of this DaaS Agreement then in effect on the Start Date of the DaaS Service for that DaaS Device.

MINIMUM CASUALTY VALUE

FOR ALL DAAS DEVICE RENTALS under the

RINGCENTRAL DEVICE AS A SERVICE AGREEMENT

Pursuant to Section C(ii) of the RingCentral Device as a Service Agreement, the Minimum Casualty Value payable with respect to any DaaS Device that appears on an Order Form will be the percent of the device list price, as described below.

Payment of the Minimum Casualty Value will be in addition to the then due DaaS Fees for each DaaS Device.

After:
Fewer than 12 months - 100% of the list price
12 months - 80% of the list price
24 months - 70% of the list price
36 months - 50% of the list price
48 months - 40% of the list price