



RINGCENTRAL PARTICIPANT AGREEMENT

THIS RINGCENTRAL PARTICIPANT AGREEMENT (the “Participant Agreement”) is entered into as of the date of the last Party’s signature below (the “Effective Date”) by and between RingCentral and the party listed below.

Customer Name (“Customer”)

RingCentral India Pvt Ltd (“RingCentral”)

Address

India

Registered Office:

Principal Place of Business:

Registered Office:

A- 112, Ground Floor, Wazirpur Industrial Area,
New Delhi – 110 052, India

Principal Place of Business:

05-163, WeWork, DLF Forum,
Cyber City, DLF Phase – 3,
Gurugram– 122 002

RingCentral and Customer are each herein referred to as a “Party” and collectively as the “Parties.”

WHEREAS Customer is a corporate affiliate of **Customer Parent Name**, (“Customer Parent”) with its office located at Address and RingCentral is a corporate affiliate of RingCentral, Inc. with its principal place of business located at 20 Davis Drive Belmont, CA 94002 (“RingCentral Parent”);

WHEREAS RingCentral Parent and Customer Parent have entered into a Master Services Agreement, dated _____ for the provision of certain cloud-based collaboration services (“Master Services Agreement”); and

WHEREAS the Parties wish to incorporate the terms and conditions of the Master Services Agreement into this Participant Agreement, subject to the modifications contained herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the Parties agree as follows:

1. The Parties agree that the terms and conditions of the Master Services Agreement, attached hereto as Supplement A, are incorporated into this Participant Agreement.
2. References in the Master Services Agreement to RingCentral and Customer, shall mean RingCentral and Customer as defined under this Participant Agreement for purposes of this Participant Agreement.
3. This Participant Agreement will terminate upon the earlier of (a) the expiration of all Order Forms for Services provided to Customer by RingCentral, and (b) the termination or expiration of the Master Services Agreement.
4. Any monetary caps on a Party’s liability contained in the Master Services Agreement shall be reduced or increased by multiplying (a) the cap in the Master Services Agreement, and (b) the number of Digital Lines provided to Customer divided by (i) the number of Digital Lines provided to Customer Parent plus (ii) the Digital Lines provided to Customer. By way of example, if the monetary cap in the Master Services Agreement is \$500,000, and the Customer Parent is receiving 1,000 Digital Lines and Customer is receiving 500 Digital Lines, then the monetary cap for this Agreement will be one third (calculated as $500 / (1,000 + 500)$) of \$500,000.
5. Customer shall be solely liable and responsible for the payment of any and all amounts due under this Participant Agreement. RingCentral and RingCentral Parent reserve the right to collect any amounts due and payable to RingCentral which have not been disbursed in accordance with the terms of this Participant Agreement, from Customer Parent.
6. **Order of Precedence.** In the case of any conflict between the terms of this Participant Agreement and the terms of any Order Forms or the Master Services Agreement, the following order of precedence shall apply in interpretation: (1) Customer Acquisition Form (“CAF”) (2) Any Order Forms executed between the Parties, (3) This Participant Agreement, and (4) the incorporated terms of the Master Services Agreement.
7. The following provisions of the Master Services Agreement and any related references shall not be incorporated into this Participant Agreement:

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- i. Any provision related to the purchase of Equipment, as RingCentral will not be providing Equipment/hardware sales in India.
 - ii. Any provision related to the provision of “Professional Services” as RingCentral will not be providing Professional Services in India.
8. For the purposes of this Participant Agreement, and notwithstanding anything to the contrary in the Master Services Agreement, the following shall apply:

“The Agreement consists of the terms and conditions contained herein, and the Service Attachments applicable to Customer’s Services, and any other Attachments agreed by the parties that are incorporated into and form a part of this Participant Agreement.”
9. For the purposes of this Participant Agreement, and notwithstanding anything to the contrary in the Master Services Agreement, the following Prices and Charges shall apply:

“Prices and Charges. All prices are identified in Indian Rupees 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. Customer will be liable for all charges resulting from use of the Services on its Account.

Unless otherwise agreed between the Parties, recurring charges for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, minute bundles) 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 then in the Administrative Portal.”
10. For the purposes of this Participant Agreement, and notwithstanding anything to the contrary in the Master Services Agreement, the following shall apply as it relates to Taxes:

“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 payment, 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 would have 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. Customer undertakes to provide correct and accurate information to RingCentral regarding its tax exemption status and inform RingCentral forthwith about any change thereof. RingCentral reserves the right to recover such tax(es) and cost(s) as may be incurred by RingCentral owing to Customer’s failure to comply with its’ obligations under this Section 3 (C).”
11. For the purposes of this Participant Agreement, and notwithstanding anything to the contrary in the Master Services Agreement, the following provision shall apply:

“Know Your Customer. Customer acknowledges and agrees that provision of Services shall be subject to Customer furnishing required information and documents in a timely manner, as mandated by Law. Customer represents and warrants that the information and documents furnished by it are valid, accurate and genuine and that the same are true and correct to the best of its knowledge and belief. In the event of any change in the information / documents furnished by Customer, Customer shall forthwith provide RingCentral with notice in writing and in such notice provide the updated information and documents. Customer agrees to cooperate with RingCentral for any compliance activity related to provision of Services including but not limited to carrying out physical inspections of Customer’s premises from time to time to verify the Customer’s address registered for provision of Services by RingCentral.”
12. For the purposes of this Participant Agreement, and notwithstanding anything to the contrary in the Master Services Agreement, the following provision shall apply:

“Inspection. Customer acknowledges that in relation to the Services provided under this Participant Agreement, Customer may be subject to inspection, audit or examination (collectively, **“Inspection”**) by a competent statutory and/or regulatory authorities either directly or through any organization or body authorized under their instructions. Customer agrees to extend all reasonable support and cooperation during such Inspection and if required, shall provide necessary facilities to counteract any illegal activity. Wherever feasible, RingCentral may provide reasonable advance notice to the Customer.”

13. For the purposes of this Participant Agreement, and notwithstanding anything to the contrary in the Master Services Agreement, the following Use Policies shall apply:

“Use Policies. Customer and its End Users shall use the Services only in compliance with this Participant Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Participant Agreement. Customer may not use, or permit the use of the Services, to interfere with the use of RingCentral’s service by others or with the operation of the RingCentral Network. Customer shall not resell the Services. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Participant Agreement. RingCentral may update the Use Policies from time to time and will provide notice to Customer at the email address on file with the Account. Such updates will become effective and form part of this Participant Agreement thirty (30) days after such notice to Customer.

- i. **Acceptable Use Policy.** The Services must be used in accordance with RingCentral’s Acceptable Use Policy, available at <https://www.ringcentral.com/in/en/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Participant 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.
- ii. **Emergency Services.** RingCentral’s policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/in/en/legal/emergency-services.html>.
- iii. **Numbering Policies.** The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral’s Numbering Policies, available at <https://www.ringcentral.com/in/en/legal/policies/numbering-policy.html>.”

14. For the purposes of this Participant Agreement, and notwithstanding anything to the contrary in the Master Services Agreement, the following Termination provision shall apply:

“Termination for Cause. Either Party may terminate this Participant 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) if a competent authority / body having jurisdiction over the subject matter of this Participant Agreement, so orders or directs that this Participant Agreement and/or any Services purchased hereunder ought to be terminated; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

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

15. For the purposes of this Participant Agreement, and notwithstanding anything to the contrary in the Master Services Agreement, the following Dispute Resolution provision shall apply:

“Dispute Resolution

- i. This Participant Agreement, and any dispute, claim or cause of action (whether in contract, tort or statute) (**“Dispute”**) arising out of or in connection with this Participant Agreement shall be governed by, and construed in accordance with the Laws of India, excluding conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Participant Agreement or Customer’s use of the products or Services.
- ii. In the event of a Dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any Dispute within reasonable timescales.
- iii. If the Parties do not reach settlement or otherwise resolve the Dispute within a period of sixty (60) days, then, such Dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (**“SIAC Rules”**) for the time being in force, which rules are deemed to be incorporated by reference in this Section 13 (C). The arbitral tribunal shall consist of a sole arbitrator appointed by the Chairman, SIAC. The language of the arbitration shall be English. The award of the arbitral tribunal shall be final and binding on the Parties.

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- iv. Any breach or threatened breach by a Party of its obligation under Section 5 (Use of the Services), Section 7 (Intellectual Property), 8 (Confidentiality), Section 9 (Data Protection) will cause the other Party irreparable harm for which monetary damages will be inadequate and such affected Party may, in addition to other remedies available at Law or in equity, obtain interim injunctive relief from any court of a competent jurisdiction without the necessity of posting a bond or other security, proof of damages, or other similar requirement.”
- 16. For the purposes of this Participant Agreement, and notwithstanding anything to the contrary in the Master Services Agreement, the following Notices provision shall apply:

“**Notices.** Except where otherwise expressly stated in the Participation 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 or five days after deposit with a reputable overnight courier service, if to RingCentral, at the address in the preamble for principal place of business, with a copy to legal@ringcentral.com and Legal.India@ringcentral.com and if to Customer, at either the Customer’s registered 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 upon written notice given to the other Party pursuant to this Section (Notices) or by Customer in the Administrative Portal.

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.”
- 17. For the purposes of this Participant Agreement, and notwithstanding anything to the contrary in the Master Services Agreement, the following Governing Law shall apply:

“**Governing Law.** The Agreement is governed by and shall be construed in accordance with the Laws of India.”
- 18. For the purposes of this Participant Agreement, and notwithstanding anything to the contrary in the Master Services Agreement, the following definitions shall apply:
 - xii. “**Electronic Signature**” has the meaning ascribed to it in The Information Technology Act, 2000.”
 - xix. “**Law**” means any law, by-law, statute, rules, regulation, rules, guidelines, ordinance, directive, order, decree, ruling, circular, notification, license, permission, approval, administrative guidance, treaty or convention, or anything of similar nature issued by a competent legislative, statutory, regulatory, judicial, quasi-judicial, administrative authority or any relevant self-regulatory body.”
 - xxvii. “**Taxes**” means any and all federal / central, state, local, municipal, foreign and other taxes and fees charged or collected from Customers, including but not limited to applicable Goods and Services Tax and / or any Universal Service Fund, TRS and 911 taxes and fees, wherever applicable.”
- 19. For the purposes of this Participant Agreement, the following definition shall be added to Exhibit A “Definitions” of the Master Services Agreement:

“**Inspection**” has the meaning ascribed to it in Section 12 of this Participant Agreement.”

In witness thereof, the parties have executed this Participant Agreement on the respective dates entered below, through their duly authorised representatives:

Customer Name (“Customer”)

RingCentral India Pvt Ltd (“RingCentral”)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Jeremy Butt
Title: Head of International
Date: _____