

## PHONE RENTAL AGREEMENT

Last Updated: September 2021

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

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

### A. Rental Services

- I. This Rental Agreement is for the rental of certain telecommunications hardware (including all accessories provided therewith, each, a "**Rental Device**") and repair/replacement of same by RingCentral (collectively, the "**Rental Services**"). Fees are charged on a recurring basis (the "**Rental Fee(s)**"). As a part of your recurring bill from RingCentral, you agree to pay the Rental Fees for all Rental Devices. The Rental Fees do not include taxes or fees, which vary by location of rental. Taxes are calculated on the full list price or RingCentral's cost, as required by the relevant taxing authority.
- II. The Rental Fees for Rental Services will begin on the Start Date of the Initial Order Form for the RingCentral MVP Services subscription and shall continue for the Initial Term and renew in accordance with the Order Form (each a "**Renewal Term**"). Notwithstanding the above, at any time with thirty (30) days prior written notice either party may terminate this Rental Agreement.
- III. Upon any termination of the Rental Agreement or Rental Services, you agree to return the Rental Device(s) (including all accessories and materials that were originally provided with the Rental Device(s)) consistent with RingCentral's written instructions and in accordance with Section C (i) below. If you do not return a Rental Device(s) within thirty (30) days following the termination, you will be automatically deemed to have purchased the Rental Device(s) pursuant to Section C (ii) below, no invoice need be issued, and the amount owed shall be due immediately.
- IV. Rental Devices Ownership; Damage and Loss. RingCentral is and will remain the owner of each Rental Device unless title is conveyed to you in writing following RingCentral's confirmation to you of its receipt of your payment in full of the purchase price for the Rental Device. You will not (i) grant any third party any right to use, possess, or control any Rental Device, (ii) rent any Rental Device to any third party, (iii) attempt to dispose of any Rental Device, (iv) grant any interest or right in a Rental Device to any third party, or (v) 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 ownership and interest in each Rental Device.
- V. You have five (5) business days upon receipt of each Rental Device to notify RingCentral of any damage or functional issues with a Rental Device. If you don't provide such notice, each Rental Device is deemed to be in good working order at the time of receipt.
- VI. In the event that any Rental Device delivered to you is stolen, lost, damaged, or transferred to any third party, regardless of the circumstances or cause, you will immediately notify RingCentral in writing and pay RingCentral the purchase price as determined in Section C (ii), unless the event occurs in the first 12 months of the Initial Term, in which case the purchase price will be the full list price for the Rental Device.

### B. Rental Device Usage

You will ensure that: (a) each Rental 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 Rental Device from time to time; (b) each Rental 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 Rental 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 Rental Device may not be removed, defaced, or otherwise obstructed; and (e) each Rental Device will only be repaired subject to RingCentral's express written authorization and in accordance with RingCentral's instructions and requirements.

### C. Return/Purchases

#### i. Returns

- I. All Rental Devices returned must be fully functional and must include the manuals. If the Rental Device is not fully functional, you will be obligated to pay RingCentral the purchase price pursuant to Section C (ii) below, unless the return occurs in the first 12 months of the Initial Term, in which case the purchase price will be the full list price for the Rental Device. RingCentral may charge you a minimum restocking fee of twenty-five dollars (\$25.00) 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 Rental Device and related hardware returns, regardless of the reason for the return.
- III. Before returning any Rental Device or hardware that has data in its memory, you are solely responsible to transfer all files you wish to retain. Once the Rental 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. Purchases**

You may purchase a Rental Device(s) at any time following 12 months from the date you received the Rental Device(s) provided you are current on your payment of Rental Fees, as follows:

after

- (1) 12 months - purchase price is 70% of list price;
- (2) 24 months - purchase price is 60% of list price;
- (3) 36 months - purchase price is 50% of list price;
- (4) 48 months - purchase price is 40% of list price; and
- (5) 60 months - purchase price is 30% of list price.

## **D. Warranty Disclaimer**

EACH RENTAL DEVICE AND ANY HARDWARE RENTED OR PURCHASED IN CONNECTION WITH THIS RENTAL 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 RENTAL 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 RENTAL 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.

To the extent permitted by Law, RingCentral shall pass through to Customer all warranties RingCentral receives in connection with the Rental Device provided by the manufacturer.

## **E. General Terms**

You authorize us to collect any Rental Fees owed by you pursuant to the payment method as outlined in the MSA. This Rental 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 Rental Agreement, and the version of Rental Agreement applicable to each Rental Device is the version of this Rental Agreement then in effect on the Start Date of the Rental Service for that Rental Device.

Version: January 1, 2023