

## SERVICE ATTACHMENT – RINGCENTRAL ENGAGE DIGITAL SERVICES

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

In the event of any conflict between the provisions of the Agreement and the provisions of this Service Attachment, such provisions of this Service Attachment will prevail. Capitalised terms that are not defined herein have the definition provided in the Master Services Agreement.

### 1. Service Overview

RingCentral’s “**Engage Digital Services**” is a cloud-based omnichannel communications platform that receives, routes, replies and displays inbound and outbound messages from digital channels and is comprised of the following components: a customer interaction management platform that unifies all customer-facing communication channels (including communities, email, SMS, website, mobile app, chat and social media communications) using a process workflow, archives questions and answers, forwards questions manually or automatically to the right groups of experts, and supervises a team’s work through statistics.

### 2. Billing and Payment

#### A. Billing

Starting at the Start Date set forth in the Order Form and until the end of the Term, You agree to pay for: a) Engage Digital Services fees for at least the number of Seats set forth in the ED Order Form (as amended as permitted below) (an “**ED Contract Seat**”) based on the per-seat pricing set forth in the ED Order Form (an “**ED Contract Seat Price**”), as amended from time to time, regardless of the number of Seats being used; b) any Usage fees and c) any additional fees set forth in the ED Order Form, including fees for newly added ED Contract Seats as set forth below.

#### B. Adding New Engage Digital Contract Seats

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

#### C. Adding On-Demand Engage Digital Seats

At any time, You may utilise additional Seats with your Engage Digital Services on an as-needed basis (each, an “**On-Demand ED Seat**”). You will be billed for the On-Demand ED Seat at the rate of the ED Contract Seat Price plus twenty Canadian Dollars (\$20) per month per Seat (the “**On-Demand ED Price**”) until You remove this On-Demand ED Seat from Your Engage Digital Services subscription (which You may do at any time in your discretion). Engage Digital Services fees for any On-Demand ED Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand ED Seats used within such billing period. Fees for other Engage Digital Service licences may be billed at the price set forth in the ED Order Form.

### 3. Engage Digital Services, Settings, and Modifications

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

### 4. Use of Engage Digital Services

You acknowledge and agree that all use of the Engage Digital Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies in the Agreement. You acknowledge and agree that You are fully responsible and liable for all use of the Engage Digital Services, any software used in conjunction with the Engage Digital Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the Engage Digital Services shall be subject to the following terms:

#### A. Use of the Software Service

The use of the Engage Digital Services is strictly limited to the following: (i) to access, read and reply to incoming messages; (ii) to supervise, analyse and use incoming messages; and (iii) to collect, manage and process the Customer Content.

## **B. Access and Codes**

Customer's End Users will be provided with personal access codes (username and password) and must keep those codes strictly confidential. Those End Users are responsible for protecting their access codes and undertake not to disclose them to any person. If a Customer End User becomes aware of a breach of confidentiality (accidental disclosure (loss, theft etc.) or deliberate disclosure), the Customer shall immediately email RingCentral at [security.paris@ringcentral.com](mailto:security.paris@ringcentral.com). If that breach of confidentiality leads to a personal data breach, Customer shall inform RingCentral without undue delay after becoming aware thereof. Whenever a Customer End User is authenticated using Secure Access and a password, the holder of the Secure Access used will be irrefutably presumed to have carried out the transactions performed using that Secure Access.

## **C. Restrictions On Use**

The Customer and Customer's End Users may not use the Engage Digital Services to:

- i. Store or transfer unlawful or fraudulent data or data infringing third-party rights.
  - ii. Store or transfer viruses or malware.
  - iii. Harm the integrity or performance of the data or the Engage Digital Services.
  - iv. Attempt to breach the restricted access policy.
  - v. Circumvent a contractual restriction on use.
  - vi. Copy all or part of the Engage Digital Services, including functionalities and interfaces.
  - vii. Copy documentation for an unauthorised use.
  - viii. Encapsulate or reproduce all or part of the Engage Digital Services unless formally authorised by RingCentral.
  - ix. Access or use the Engage Digital Services in an attempt to develop a competing product.
- or**
- x. Attempt to reverse engineer the Engage Digital Services.

## **5. Disclaimer of Warranties**

The Services is provided "as is" and that the RingCentral does not warrant any of the following, in any circumstances whatsoever: (i) that the Engage Digital Services is suitable for a specific need or the Customer's business operations; (ii) that the Engage Digital Services is able to perform the tasks or reach the targets or results set by the Customer; (iii) that there are no flaws in the Engage Digital Services; (iv) that the Engage Digital Services will be accessible without interruption; (v) that the data generated from the Connected Third-Party Services will be collected in a timely manner or that it will be complete; (vi) compliance with any legislation other than the legislation expressly stated; (vii) the existence, accuracy, quality, integrity, lawfulness, ownership or truthfulness of the data generated from the Connected Third-Party Services.

## **6. Suspension of Service**

The RingCentral reserves the right to suspend access to the Engage Digital Services in the following cases: (i) non-compliance with these terms of use; (ii) if the Customer uses the Engage Digital Services in a manner that breaches the law (or if such a breach is imminent); (iii) if it triggers a spike of unusual traffic leading RingCentral to believe that the traffic is fraudulent or having a serious impact on the performance of the Engage Digital Services; (iv) if it is the target of a law prohibiting it from using the Engage Digital Services; or (v) if it fails to comply with the various orders to pay sent following a payment default. The provision of and access to the Service for such a Customer will resume as soon as the above-mentioned breach triggering the suspension of the Service has been cured.

## **7. Definitions**

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

- A. "Connected Third-Party Service"** means the community, social media or messaging platforms or any other independent communication service, from which data is collected by the Engage Digital Services.

- B. “ED Order Form”** is an order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the subscription to the Engage Digital Services, including any additional products, services and functionality purchased by the Customer.
- C. “Seat”** means either: i) a named licence based on the named persons that use the Engage Digital Services, or ii) a concurrent licence based on the number of persons simultaneously using the Engage Digital Services.
- D. “Secure Access”** means a personal username/password combination granting access to an Administrator Account or an End User Account.
- E. “Usage”** means any charges incurred in connection with the use of Your ED Services, including the charges and products listed on the ED Order Form.