

SERVICE ATTACHMENT – RINGCX SERVICES

This Service Attachment is a part of : (i) the separate written agreement, executed by the Parties governing the purchase of the Services described herein, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “**Agreement**”); under which RingCentral will provide to the Customer the RingCX Services as described under the applicable Order Form (herein referred to as the “**Service(s)**” for the purposes of this Service Attachment). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties.

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.

1. Service Overview

“**RingCX Services**” is a cloud-based, contact center and omnichannel communications solution consisting of inbound and outbound voice media routing, queuing, and distribution as well as digital channel management, and related services, applications, and features, whether included as part of a Subscription Package or ordered separately.

2. Billing and Payment

A. Billing

Starting at the Start Date set forth in the RingCX Services Order and until the end of the Term, You agree to pay for: a) the RingCX Services fees for at least the number of Seats set forth in the RingCX Services Order (as amended as permitted below) (a “**RingCX Contract Seat**”) based on the per Seat pricing set forth in the RingCX Services Order (the “**RingCX Contract Seat Price**”), as amended from time to time, regardless of the number of Seats being used; b) any Usage (per minute) fees; c) any Subscription Packages set forth in the RingCX Services Order (e.g. Interactive Omni Response, minutes, international minutes); and d) any additional fees set forth in the RingCX Services Order.

B. Adding New RingCX Contract Seats

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

C. Adding On-Demand RingCX Seats

At any time, you may utilize additional Seats with your RingCX Services on an as-needed basis (each, an “**On-Demand RingCX Seat**”). You will be billed for any RingCX Services at the rate of the RingCX Contract Seat Price plus an overage charge of 20 USD per month per Seat (the “**On-Demand RingCX Price**”) until You remove this On-Demand RingCX Seat from Your RingCX Services subscription (which You may do at any time in your discretion). RingCX Services fees for any On-Demand RingCX 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 RingCX Seats used within such billing period. Fees for other RingCX Service licenses may be billed at the price set forth in the RingCX Services Order.

3. RingCX Services, Settings, and Modifications

A RingEX account is required to use the RingCX Services. The settings and preferences for your RingCX Services, including without limitation user rights, user skills, and permissions; routing, scripts; registration Information; and activation of On-Demand RingCX 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 RingCX 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 RingCX Services

You acknowledge and agree that all use of the RingCX Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies. You acknowledge and agree that You are fully responsible and liable for all use of the RingCX Services, any software or hardware used in conjunction with the RingCX 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 RingCX Services shall be subject to the following terms:

- a. **NO 911 SERVICE. YOU ACKNOWLEDGE AND AGREE THAT 911 / EMERGENCY CALLS OR MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE RINGCX SERVICES, AND NO 911 CALLING, SMS OR OTHER EMERGENCY MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE RINGCX SERVICES. YOU MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS.**

b. Customer 911 Notification Obligations. You represent, warrant, and covenant that: (i) You shall ensure that any person who might use the RingCX Services or be present at the physical location where any the RingCX Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 911 or other emergency response services through the RingCX Services; and (ii) You shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.

c. Cardholder Data. You acknowledge and agree that when using RingCX Services, you will not record or store Cardholder Data (“CHD”) as that term is defined by the PCI Data Security Standard. If You are required to receive CHD using the RingCX Services, you will pause any recordings or otherwise ensure that no CHD is being recorded or saved.

5. Compliance and Regulations

You disclaim and deny any reliance on any marketing materials relating to the RingCX Services with regard to Telephone Consumer Protection Act (“TCPA”) compliance and/or the Telemarketing Sales Rule. Any statements regarding the TCPA or other legal compliance are opinion only, and You are ultimately responsible for making your own determinations regarding the requirements of the TCPA and its applicability to the RingCX Services.

RingCentral shall not redesign or otherwise modify its ManualDial product, including any relevant hardware or software, in a manner that would give it the capacity to dial randomly or sequentially generated numbers, function as a predictive dialer or dial numbers in any manner that does not require human intervention for each call.

6. 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. “RingCX Materials” means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the RingCX Services, including the components of each Subscription Package, if applicable, and any other features and functionality offered as part of the RingCX Services. The RingCX Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts and training materials related to the RingCX Services.

B. “RingCX Services Order” 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 RingCX Services, including any Subscription Package, and any additional products, services and functionality purchased by the Customer.

C. “Interactive Voice Response” or “IVR” means a module that allows customers to script automated voice interactions, accessing third-party services and databases when needed to service the customer. IVR-only packages do not include any services or restrictions related to Seats.

D. “Seat” means either: i) a named license based on the named persons that use the RingCX Services, or ii) a concurrent license based on the number of persons simultaneously using the RingCX Services. Each Seat includes 2,000 minutes of IVR per month. Overages apply. All use is subject to the Acceptable Use Policy. Overages apply.

E. “Subscription Package” is a set of RingCX Services features and applications, as further defined in the RingCX Materials, that could be ordered as a bundle.

F. “Usage” means any charges incurred in connection with the use of Your RingCX Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, and any products listed on the RingCX Service Order.