RINGCENTRAL ONLINE TERMS OF SERVICE

Last updated: March 11, 2024

We updated the RingCentral Terms of Service on March 11, 2024. These changes will be effective April 11, 2024, to customers who signed up for RingCentral service before March 11, 2024. View a record of the previous Terms of Service here.

THESE ONLINE TERMS OF SERVICE, including the Order(s) and any applicable Service Attachments, which by this reference are incorporated herein (**"Agreement"**), are a binding agreement between RingCentral, Inc., a Delaware corporation with its primary office at 20 Davis Drive, Belmont, CA 94002, ("RingCentral"), and the legal entity identified in the Order ("Customer"). RingCentral and Customer may be individually referred to as a "Party" or collectively as the "Parties."

RingCentral provides services and equipment intended solely for business use, pursuant to the terms and conditions set forth in this Agreement and on the condition that customer accepts and complies with this Agreement. By electronically signing this Agreement, Customer (a) accepts this agreement and agrees that Customer is legally bound by its terms; and (b) represents and warrants that: (i) its representative is 18 years of age or of legal age to enter into a binding agreement; and (ii) has the right, power, and authority to enter into this agreement on behalf of the corporation, governmental organization, or other legal entity, and to bind such organization to these terms. If Customer does not agree to the terms of this agreement, neither Customer nor its End Users may download, install, or use the services or equipment.

The Parties agree as follows:

1. Definitions

Capitalized terms not defined have the meaning given to them in Attachment A.

2. Ordering and Term

A. Ordering Services

Customer may order Services by submitting electronically an Order in the format provided by RingCentral on the RingCentral website or, for subsequent orders, via the Administrative Portal. The Order will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products leased, licensed or sold to Customer, if any.

An Order will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order by commencing performance of the requested Services. The Services will begin on the Start Date, as identified in the applicable Order. Customer may purchase additional Services, software, and equipment through Orders via the Administrative Portal.

B. Services

The following are the Services provided by RingCentral (not all Services are available in all locations) and the descriptions are incorporated into and form a part of this Agreement:

RingEX Services and Avaya Cloud Office by RingCentral, described at https://www.ringcentral.ca/legal/mvp-service-attachment.html.
RingCentral Contact Center Services, described at https://www.ringcentral.ca/legal/contact-center-svcs.html.
RingCentral Engage Digital Services, described at https://www.ringcentral.ca/legal/engage-digital-svcs.html.
RingCentral Video Pro, described at: https://www.ringcentral.ca/legal/service-attachment-ringcentral-video.html.
RingCentral Professional Services, described at https://www.ringcentral.com/ca/en/legal/professional-services-attachment.html.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at https://www.ringcentral.com/legal/add-on-services.html.
Any SOWs, as defined in the Professional Services Agreement, may be attached to the Order.

C. Equipment

Subject to availability based on brand and Customer location, Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:

- (i) Purchase: https://www.ringcentral.com/ca/en/legal/ringcentral-hardware-terms-conditions.html.
- (ii) Rental: https://www.ringcentral.com/legal/lease-rental.html.
- (ii) Device as a Service: https://www.ringcentral.com/legal/daas-agreement.html

D. Term of this Agreement

The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

E. Services Term and Automatic Renewal

The Services' term will begin on the Start Date of the initial Order and continue for the initial term set forth in the initial Order ("Initial Term"). Upon expiration of the Initial Term, recurring Services will automatically renew for successive periods of the same length as the Initial Term (each a "Renewal Term") unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to the Account after the initial Order is submitted will start on the Start Date of the subsequent Order, will run coterminously with the then-current term of any pre-existing Services, and will be billed on the same billing cycles as the pre-existing Services.

3. Invoicing and Payment

A. Prices and Charges

All prices are identified in Canadian dollars on the website or Administrative Portal. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional

Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account.

Recurring charges for the Services begin on the Start Date and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) will, once incurred, remain in effect for the Initial Term (as described in an Order Form) or the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than thirty (30) 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. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice.

Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

B. Billing and Payment

All Services and equipment must be purchased via valid credit or debit card at the time of purchase. By providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's supplied credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, or any overage charges. Recurring charges are billed in advance in the frequency set forth in the Order Form, and usage-based and one-time charges are billed monthly in arrears. Credit and debit card payments are subject to the approval of the card issuer, and RingCentral will not be liable in any way if a card issuer refuses to accept a credit or debit card for any reason. Customer is responsible for any credit card chargeback or similar fees for refused or rejected payments that RingCentral is entitled to charge under this Agreement. If the payment card associated with Customer's Account is declined or fails for any reason, RingCentral will send Customer a notice using the contact information associated with Customer's Account. RingCentral may continue to attempt charging Customer's payment card for outstanding charges and additional fees along with any other rights and remedies available to RingCentral under this Agreement, at law or in equity.

Unless otherwise stated at the time of purchase or on the invoice, payment is due in full, without deduction or set-off, within thirty (30) days of the date on the invoice. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month; or (ii) the highest rate allowed by Law. RingCentral's acceptance of late or partial payments (regardless of how they are marked or designated (including without limitation as 'Paid in Full', 'Accord and Satisfaction', or similarly)) will not waive, limit, or prejudice in any way RingCentral's rights to collect any amount due. RingCentral may terminate the Services and this Agreement for non-payment if any fees or charges are not paid within thirty (30) days of the due date.

C. 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. Taxes, access fees, universal service or

other recovery fees, or similar charges will be adjusted on the date in which those increases become effective as mandated by competent authority. If any withholding tax is levied on the payments, 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 had been made.

D. Billing Disputes

If a Customer reasonably and in good faith disputes any portion of RingCentral's charges, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future charges. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

A. General Terms

RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.

B. Customer Care

- a) Customer must provide all first-tier support to Customer's End Users. RingCentral may require Customer's Helpdesk support personnel to complete a series of training courses on RingCentral's Services. Such training will be provided online by RingCentral at no cost.
- b) RingCentral will make second-tier remote support available to Customer's Helpdesk personnel and/or Account Administrators via RingCentral Customer Care, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Onsite and implementation services are not included in the RingCentral Customer Care support.
- c) Customer may open a case with RingCentral Customer Care at https://support.ringcentral.ca. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow RingCentral's authentication protocol

C. Advanced Support.

Customer may purchase Advanced Support services from RingCentral for use with the Services. The terms and conditions that govern the Advanced Support can be found at: https://www.ringcentral.com/legal/enterprise-service-attachment.html

D. Subcontracting.

RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

5. Use of the Service

A. Service Requirements

The Services are dependent upon Customer's maintenance of sufficient Internet access, networks and power as set forth in RingCentral's Technical Sufficiency Criteria, available at https://www.ringcentral.ca/legal/policies/technical-sufficiency-criteria.html. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.

B. Use Policies

Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer may not use, or permit the use of the Services to interfere with the use of RingCentral's Services by others, or with the operation of the RingCentral Network. Customer may not resell the Services. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section 5B (Use Policies) will be deemed a material breach of this 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 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.ca/legal/acceptable-use-policy.html.

  Notwithstanding anything to the contrary in this 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. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact RingCentral Support in advance to avoid any Service disruption.
- **ii. Emergency Services**

  RingCentral's policy governing the provision of emergency services accessed via the Services is available at https://www.ringcentral.ca/legal/emergency-services.html.
- **iii. Numbering Policy**

  The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Number Policy, available at https://www.ringcentral.ca/legal/policies/porting.html.

6. Termination

A. Termination for Cause

Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party if the other Party: i) breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written

recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) to the extent permitted by law 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.

B. Effect of Termination

- a) If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of all any prepaid and unused fees or charges paid by Customer for terminated Services.
- b) If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as set forth in Section 14(K) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

- 1. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("Software") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.
- 2. Customer will not, and will not allow its End Users to:
    - a) Sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity;
    - b) modify, adapt or create derivative works of the Software or any associated documentation;
    - c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software;
    - d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use;
    - e) create any competing Software or Services; or
    - f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

- **i. RingCentral's Rights**

  Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services, any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology or products developed or provided by third parties,

including open source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP Rights.

- **ii. Customer Rights**
  As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

C. Use of Marks

Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

A. Restrictions on Use or Disclosures by Either Party

During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information. Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.
These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.
Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

A. Data Privacy

RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with the RingCentral Data Processing Addendum, available at https://www.ringcentral.com/legal/dpa.html which is hereby

incorporated by reference. RingCentral may update the RingCentral Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

B. Data Security

RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), administrative and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using industry-standard security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.

C. Software Changes

RingCentral may from time to time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. LIMITATION OF LIABILITY

A. Excluded Damages

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR (1) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, REPUTATIONAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND; (2) COSTS OF PROCUREMENT, COVER, OR SUBSTITUTE GOODS OR SERVICES; (3) LOSS OF USE, LOSS OR CORRUPTION OF DATA; OR (4) LOSS OF BUSINESS OPPORTUNITIES, PROFITS, GOODWILL, OR SAVINGS, WHETHER IN ANY OF THE FOREGOING, ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. NEITHER PARTY WILL BE LIABLE FOR ACTIONS REASONABLY TAKEN TO COMPLY WITH LAW.

B. Direct Damages

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION 10(B) (DIRECT DAMAGES) WILL NOT APPLY TO: I) CUSTOMER PAYMENT OBLIGATIONS; II) EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS; III) EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT; OR IV) CUSTOMER'S LIABILITY

RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY.
NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE ANY LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

C. Survival

The limitations of liability contained in this Section 10 (Limitation of Liability) will survive termination or expiration of this Agreement and apply in any and all circumstances (except as expressly set forth above), including without limitation in the event of any failure of the essential purpose of any limited warranty or available remedy provided herein.

11. Indemnification

A. Indemnification Obligations

Customer agrees to indemnify and defend RingCentral and its Affiliates at Customer's expense, from and against any and all third-party claims, arising out of or in connection with: i) material violation of applicable Law by the Customer or its End Users in connection with the use of the Services; ii) use of the Services in a manner not authorized by this Agreement; iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided by or on behalf of RingCentral, or iv) claims relating to Customer Content. Further, Customer will indemnify and hold harmless RingCentral against all damages, costs, and legal fees finally awarded against RingCentral by a court of competent jurisdiction in connection with such third-party claim or agreed to in a written settlement agreement approved in writing by the Customer.

B. Defense and Indemnification Procedures

Any Party seeking defense or indemnification (the "Indemnified Party") must provide the Party from which it seeks such indemnification or defense (the "Indemnifying Party") with the following: (a) prompt written notice of the third-party claim, (b) sole control over the defense and settlement of the third-party claim, and (c) reasonable information, cooperation, and assistance in connection with the defense and settlement of the third-party claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section (Indemnification), except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Party will have the right to participate at its own expense in the defense of such third-party claim, including any related settlement negotiations. No such claim may be settled or compromised by the Indemnifying Party without the Indemnified Party's express written consent (which such consent may not be unreasonably withheld, conditioned, or delayed), unless such settlement or compromise includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such third-party claim.

12. Warranties

A. RingCentral Warranty

RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer.

B. Customer Warranty

Customer's and its End Users' use of the Services must at all times comply with all applicable Laws and this Agreement.

C. Disclaimer of Warranties

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Dispute Resolution

A. Good Faith Attempt to Settle Disputes

In the event of any dispute or claim arising out of or relating to the Agreement (a "Dispute"), each Party will appoint a duly authorized representative which will confer with the other Party before either Party brings legal action, to make a reasonable and good faith effort to settle or otherwise resolve such Dispute.

B. Venue

In the event that the Parties are unable to resolve a Dispute, any related action, lawsuit, or proceeding must be brought in and adjudicated exclusively by state or federal courts located in the Province of Ontario. Each Party hereby consents to and agrees to submit to the exclusive venue and personal jurisdiction of such courts with respect to any such actions or lawsuits and irrevocably waives any right that it might have to assert that either forum is not convenient or that any such courts lack jurisdiction.

C. Equitable Relief

Any breach of either Party's IP Rights will cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in additional to any other relief to which such Party may be entitled under applicable Law.

D. Limitations

Except for actions for non-payment or liability arising from Section 11 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

14. Miscellaneous

A. Relationship of the Parties

RingCentral and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.

B. Assignment

Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

C. Notices

Except where otherwise expressly stated in the 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, and addressed as follows:

to RingCentral at RingCentral, Inc.
Legal Dept.
20 Davis Drive
Belmont, CA 94002 USA

with a copy to legal@ringcentral.com, and to Customer at either the physical 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 14C (Notices) or by Customer in the Administrative Portal.

D. Force Majeure

Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from a Force Majeure Event. The suspension of obligations under this Section 14D (Force Majeure) may under no circumstances be a cause of liability for failure to perform the obligation in question, nor induce the payment of damages or penalties for late payment.

E. Third-Party Beneficiaries

RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.

F. Internal Customer Activities

RingCentral does not have any obligation to assist in or otherwise mediate in the event of any dispute between Customer representatives or Customer and any third party with respect to ownership or control of any Account or Account Data. All information within RingCentral's records regarding the ownership or control of an Account or Account Data, Services ordered, and numbers assigned to an Account will be

definitive and controlling for purposes of administering the Account. In the event of any such dispute, RingCentral may take any course of action that it deems appropriate based on the information available, which include declining to take any course of action.

RingCentral may access your Account and related data as required to provide the Services. However, RingCentral has no obligation to access your Account, Account Data or any Customer Content for any other purposes. Services do not include or consist of any investigation, review, verification, production, compilation, modification, or other similar services for any Account Data or Customer Content. Services do not include the provision of any legal, accounting or other professional services.

G. Headings, Interpretation

The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).

H. Governing Law

The Agreement is governed by the Laws of the Province of Ontario and the laws of Canada applicable therein, excluding its choice of Law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

I. Anti-Bribery

Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and similar applicable Laws.

J. Export Control

Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. or Canadian export Laws and regulations. Customer will not use distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S., Canadian and other applicable export regulations.

K. Regulatory and Legal Changes

In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.

L. Entire Agreement

The Agreement, together with any exhibits, Orders, and Service Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals,

representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

M. Order of Precedence

In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form (and hyperlink therein); (ii) the applicable Service Attachments; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum; and (v) and any other document expressly referred to in this Agreement which governs the Services. However, with respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.

N. Amendments

Except as otherwise provided, this Agreement may only be modified by a written amendment (provided electronically or otherwise) executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order, be effective. Notwithstanding the foregoing, RingCentral may update this Agreement or any of its Equipment, Use Policies and Data Privacy 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 thirty (30) days after such notice to Customer. In the event that any such update would be of material detriment to Customer and is not required by Law, Customer must inform RingCentral of its objection within ten (10) days of receiving the notice provided under this provision. If the Parties, negotiating in good faith cannot reach agreement within thirty (30) days, either Party may terminate the portion of the Services affected by the change without penalty by written notice to the other Party. Any use of the Services after the effective date will be deemed Customer's acceptance of the change.

O. Severability and Waiver

In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

P. Publicity

Notwithstanding anything to the contrary in this Agreement, RingCentral may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials.

Q. Execution

Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual executing an Electronic

Signature regarding the Agreement on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party.

R. Electronic Signature and Counterparts

This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

S. Survival

The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order will survive expiration or termination of this Agreement or the Order, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

T. English Language

The parties confirm that it is their express wish that this Agreement, as well as any other documents relating to this agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.

Attachment A - Definitions

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

- 1. **"Account"** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
- 2. **"Account Administrator"** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
- 3. **"Account Data"** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
- 4. **"Administrative Fees"** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
- 5. **"Administrative Portal"** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
- 6. **"Affiliate(s)"** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and "**control**" means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.

- 7. **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
- 8. **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.
- 9. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
- 10. **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees and attorneys.
- 11. **“Dispute”** has the meaning set forth in Section 13(A) (Good Faith Attempt to Settle Disputes).
- 12. **“Effective Date”** means the date of execution of the initial Order.
- 13. **“Electronic Signature”** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
- 14. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
- 15. **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors and agents.
- 16. **“Force Majeure Event”** means any event or circumstance that are beyond that Party’s control, which are considered without limitation as force majeure: any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fibre, cable, or wire cut; Sub-processor failure; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labour disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.
- 17. **“Helpdesk”** means first-tier support provided to End Users by Customer.
- 18. **“Indemnifying Party” and “Indemnified Party”** have the meanings set forth in Section 11(B) (Defense and Indemnification Procedures).
- 19. **“Initial Term”** has the meaning set forth in Section 2(E) (Services Term and Automatic Renewal).
- 20. **“Intellectual Property Rights”** or **“IP Rights”** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).
- 21. **“Law”** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, Provincial, local or non-U.S. governmental body with jurisdiction over the Services.
- 22. **“Order(s)” or “Order Form(s)”** means a request or order for Services describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order may be presented and executed on the RingCentral website or via the Administrative Portal.

- 23. **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees and attorneys receiving Confidential Information.
- 24. **“Renewal Term”** has the meaning set forth in Section 2(E) (Services Term).
- 25. **“RingCentral Customer Care”** means RingCentral’s Customer support operations, available at https://support.ringcentral.ca.
- 26. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, private IP networks, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer’s own private network, or the PSTN.
- 27. **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order(s).
- 28. **“Service Attachment”** means documents appended to the Agreement containing additional terms for equipment and Services.
- 29. **“Start Date”** means the date so identified in the relevant Order or the date on which Customer orders Services via the website or the Administrative Portal.
- 30. **“Taxes”** means any and all federal, state, provincial, local, and municipal sales, international excise, value-added, transactional, regulatory, and other taxes and assessments and other governmental fees, surcharges, levies or amounts (including without limitation charges related to the recovery of amounts contributed to any contribution, universal service or other governmental fund or entity, whether or not such recovery is mandated by any Law).
- 31. **“Term”** means the Initial Term plus any Renewal Terms.
- 32. **“Use Policy”** refers to any of the policies identified in Section 5(B) (Use Policies).