RingCentral Vendor Terms and Conditions

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Version 1.8
Prior version
These **RingCentral Vendor Terms and Conditions** (the **"Terms"**), between RingCentral, Inc. or the RingCentral Affiliate(s) (as defined below) specified herein (**"RingCentral"**) and Vendor, govern those statements of work, order forms, or similar ordering documents executed by the Parties (collectively referred to as **"Order/SOW(s)"**) for the purchase of the goods and materials (**"Products"**) and/or services (**"Services"**) to be provided by the Vendor as identified in the applicable Order/SOW. RingCentral and Vendor may be individually referred to as a **"Party"** or together as the **"Parties."**

1. Scope of Terms and Services
1.1. Scope of Terms. These Terms will not give rise to any obligation on the part of RingCentral to obtain Services from Vendor unless and until one or more Order/SOW(s) are entered into in accordance with this Section. Unless otherwise agreed to in writing by the Parties, no Order/SOW is effective until executed by an authorized representative of the relevant RingCentral Affiliate. Upon signing and delivery by an authorized representative of RingCentral, each mutually agreed-upon Order/SOW is deemed to be incorporated into, and made a part of, the Agreement (defined within).

1.2. Procurement by RingCentral Affiliates. RingCentral may procure Services under these Terms for its own account or on behalf of one or more RingCentral Affiliates. **"Affiliate"** 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. **"Control"** means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests. In addition, any RingCentral Affiliate may procure Services directly under these Terms pursuant to any Order/SOW that satisfies the requirements of these Terms, except that such Order/SOW will identify such RingCentral Affiliate, and all such Order/SOW(s) must be signed by an authorized representative of such RingCentral Affiliate. Such RingCentral Affiliate will have all rights and obligations under such Order/SOW and Vendor will look solely to and be responsible to such Affiliate in connection with the performance of such Order/SOW.

1.3. Services Generally. Vendor will perform the Services and provide the deliverables specified in each Order/SOW (the **“Deliverables”**) in accordance with the specifications, schedules and other provisions set forth in such Order/SOW and these Terms. In its performance of Services and provision of Deliverables, Vendor will: (a) comply with all technical standards as set forth in the applicable Order/SOW or otherwise established by RingCentral from time to time; (b) attend any meetings and supply any and all reports as described in the applicable Order/SOW; (c) provide Services in a manner that meet or exceed any service levels set forth under the applicable Order/SOW; and (d) provide all Services and Deliverables on time and within budget. If there are ancillary services, functions, responsibilities or tasks not specifically described in an Order/SOW that are required for the proper performance and provisions of the Services under such Order/SOW or that are an inherent part, or a necessary subpart of such Services, then such services, functions, responsibilities or tasks are deemed to be implied by and included within the scope of the Order/SOW to the same extent and to the same manner as if specifically described in the Order/SOW, and thus included within the Fees and other amounts to be paid under that Order/SOW.

1.4. Changes. RingCentral may, by written instructions and/or drawings issued to Vendor (each a **"Change Order"**), order changes to the Services. Vendor shall, within three (3) days of receipt of a Change Order (or as agreed between the Parties), submit to RingCentral a firm cost proposal for the Change Order. If RingCentral accepts such cost proposal, Vendor shall proceed with the changed Services subject to the cost proposal and these Terms. Vendor acknowledges that a Change Order may or may not entitle Vendor to an adjustment in the Vendor’s compensation or performance deadlines. Upon proper execution and delivery, each such Change Order will be deemed to be incorporated into, and made a part of, the Agreement.

1.5. Delays. Vendor acknowledges and agrees that time is of the essence with respect to its obligations under this Agreement and that prompt and timely performance of all such obligations, including all timetables and other requirements of this Agreement and each Order/SOW, is strictly required. Vendor shall notify RingCentral in writing immediately and in advance of any anticipated delay in its performance of Services, the reason for and anticipated length of the delay, and an initial proposal for remedying the delay. Vendor shall not be eligible under any circumstances for additional compensation due to any such extension of time unless otherwise agreed to in writing by RingCentral in its sole discretion.

1.6. Acceptance. RingCentral is not required to accept or pay for any Services or Deliverables unless and until they conform to all specifications and acceptance criteria required by RingCentral. Acceptance of the Services or any Deliverable shall occur only upon RingCentral providing written acceptance to Vendor (**“Acceptance”**); i.e. there shall be no deemed acceptance. Vendor acknowledges that RingCentral’s payment in accordance with the Order/

SOW does not constitute acceptance. Such acceptance will occur only as stated in this Section or a fully executed Order/SOW. If Product(s) are included, notwithstanding anything contrary in these Terms, title and risk of loss or damage to the Product(s) shall pass from Vendor to RingCentral upon completion of Services for RingCentral, as specified in the applicable Order/ SOW.

2. Personnel

2.1. Subcontractors. Vendor shall perform the Services only through its employees, except as provided in this Section. Should there be any requirement for Services to be performed by any person or entity, including all subcontractors and affiliates of Vendor, other than Vendor's employees (each such approved subcontractor or other third party, a **"Permitted Subcontractor"**) (Vendor's employees and Permitted Subcontractors shall collectively be referred to as **"Personnel"**), Vendor shall first obtain RingCentral's written consent, which shall not be unreasonably withheld or delayed, prior to entering into agreements with or otherwise engaging any Permitted Subcontractor. RingCentral's approval shall not relieve Vendor of its obligations under the Terms, and Vendor shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with the Terms. Nothing contained in the Terms shall create any contractual relationship between RingCentral and any of Vendor's subcontractors or suppliers. Vendor shall require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of these Terms and ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Vendor, are properly licensed, certified or accredited as required by Applicable Law and are suitably skilled, experienced and qualified to perform the Services.

2.2. Background Checks/Work Authorization. Where Vendor Personnel: (a) perform Services onsite at RingCentral's or RingCentral's customer's facility; or (b) have or will gain access to any of RingCentral's or RingCentral's customer's information technology systems, Vendor shall perform, at a minimum and to the extent permitted and conducted in accordance with Applicable Laws, identity verification (utilizing Social Security numbers or other state/national ID number) and a criminal history check, prior to Vendor Personnel providing service under the Terms. Background checks must be performed by a member of the National Association of Professional Background Screeners or a competent industry-recognized Company with the same level of professionalism within Vendor's jurisdiction. Vendor will obtain written consents from such Personnel as may be necessary to conduct such checks. Vendor represents and warrants that during the term of the Agreement, it has verified employment authorization for each Vendor Personnel who will be providing services to RingCentral. In the case of foreign nationals needing sponsored work authorization, Vendor shall obtain and shall ensure proper work authorization remains in force for all Vendor Personnel who are providing services to RingCentral.

2.3. Personnel Location Requirements. If any of Vendor's Personnel will have access to any RingCentral Customer Data (as defined below), Vendor shall ensure that: (i) each Personnel's Location(s) will be specified in the applicable Order/SOW; (ii) each Personnel will perform the Services only from their specified Location; and (iii) if there is a change in a Personnel's Location, Vendor must first obtain RingCentral's written consent prior to that Personnel performing any of the Services from the new location. RingCentral's consent must be documented through an amendment or Change Order to the Order/SOW. **"Location"** means the country from which the Vendor's Personnel is providing the Services, including country(ies) from which the Personnel is providing the Services on a remote basis.

2.4. Use of RingCentral Property. Should RingCentral permit Vendor to use any of RingCentral's equipment (including laptops), network, tools, or facilities (**"RingCentral Property"**) during the term of these Terms, Vendor shall abide by all information security requirements of RingCentral, as notified to RingCentral at the time of these Terms or thereafter; use RingCentral Property solely for the Services and not for any other purpose, and in accordance with any RingCentral policy regarding use of RingCentral Property; return RingCentral Property no later than the conclusion of these Terms or upon request of RingCentral, whichever is sooner; and take reasonable care to protect and maintain RingCentral Property.

3. Payment.

3.1. Fees; Invoice. RingCentral will pay Vendor the fees set forth in the Order/SOW (**"Fees"**) within sixty (60) days of receipt of a properly prepared invoice except for any amounts disputed by RingCentral in good faith. Vendor will invoice RingCentral upon Acceptance (as defined in within) of Products or Services by submitting properly prepared invoices to invoices@ringcentral.com. If no contact is listed, then inquiries may be sent to ap@ringcentral.com. Properly prepared invoices will include, as applicable, at a minimum the purchase order number, RingCentral entity, complete bill-to address, invoice number and date, product part numbers and quantities, description of Products or Services, unit prices, ship date, applicable tax or other charges, service period (if any), RingCentral contact person, due date, and extended totals. Taxes are not included in the Fees and will be separately itemized on invoices, if applicable. RingCentral will pay sales, use, value-added taxes, or any similar transaction taxes which the law requires Vendor to collect from RingCentral unless RingCentral provides a valid tax exemption certificate. RingCentral has no liability for any taxes based on Vendor's assets or income or for which RingCentral has an appropriate resale or other exemption. RingCentral will withhold taxes if legally required. Without prejudice to any other right or remedy it may have, RingCentral reserves the right to set off any amount owing to it by Vendor against any amount payable by RingCentral to Vendor. Vendor will timely provide customary tax documentation reasonably requested by RingCentral.

3.2. Out of Pocket Expenses. Where expenses are specified in the applicable Order/SOW, RingCentral shall reimburse Vendor for reasonable and necessary out of pocket expenses pre-approved in writing by RingCentral (in its sole discretion) in connection with Vendor's performance of the Services and supported by reasonably detailed documentation. All such out of pocket expenses shall be itemized on each invoice submitted to RingCentral and shall be accompanied by the appropriate supporting documentation. RingCentral's total payment obligation under these Terms shall not exceed the aggregate total amount authorized in accordance with the applicable Order/SOW(s).

3.3. No Minimums. Unless otherwise expressly set forth in an applicable Order/SOW, nothing in these Terms requires RingCentral to make any minimum level of purchases.

4. Term and Termination

4.1. Term. This Agreement shall become effective on the Effective Date and shall remain in effect until terminated in accordance with this Section. The term of the Order/SOW shall be stated within the Order/SOW ("**Order/SOW Term**"). The Order/SOW Term will not automatically renew.

4.2. Termination for Convenience. RingCentral may terminate these Terms, or any Order/SOW, at any time, with or without cause, effective immediately upon written Notice to Vendor. Termination of an Order/SOW shall be effective only for the applicable Order/SOW and shall not result in the termination of these Terms.

4.3. Termination for Cause. Either Party may terminate these Terms upon written Notice if the other Party: (i) breaches any material term or condition of these Terms and fails to cure such breach within thirty (30) days after receipt of such written Notice; or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

4.4. Consequences of Termination; Return of RingCentral Property. Unless otherwise agreed under the Agreement, Services to be performed pursuant to these Terms shall cease immediately upon expiration/termination of these Terms. Upon expiration/ termination of these Terms or any Order/SOW issued thereunder, as applicable, Vendor shall within fourteen (14) days: (a) return to RingCentral all equipment, and (b) either return all Work Product, and all copies thereof made by Vendor or at RingCentral's written direction certify destruction of the same. In the event of termination by RingCentral under Sections 4.2 and 4.3, RingCentral's sole obligation shall be to pay Vendor the Fees due for the verifiable Services completed/performed before such termination and Vendor will refund to RingCentral any unused prepaid Fees within thirty (30) days of the effective date of termination. In the event of termination by Vendor under

Section 4.3, RingCentral shall pay Vendor the Fees due for the verifiable Services completed/ performed before such termination.

4.5. Data Deletion. Vendor shall follow commercially reasonable data retention and destruction policies and protocols set by RingCentral regarding RingCentral Confidential Information. At any time during the Term, upon RingCentral's reasonable request or promptly following termination, Vendor shall (a) delete RingCentral Confidential Information without charge or expense to RingCentral; and (b) provide a verification of destruction of data, including certificates and attestation of destruction as requested by RingCentral. Upon RingCentral's request, Vendor shall provide a copy of all RingCentral Confidential Information, Customer Data and/or RingCentral Data to RingCentral in a format acceptable to RingCentral the earlier of: (i) thirty (30) days after the date of such request or (ii) the effective date of termination of the Agreement or applicable Order/SOW. RingCentral may withhold any of its remaining payment obligations to Vendor as a condition of Vendor fulfilling the foregoing request.

4.6. Survival. Those provisions, which by their nature are intended to survive the termination or expiration of these Terms, including without limitation all limitations of liability, indemnification obligations, confidentiality obligations, post-termination obligations, and data privacy and security obligations, shall survive the termination or expiration of these Terms.

5. Confidentiality

5.1. Confidential Information. In connection with these Terms, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 5.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that should be reasonably considered confidential given the nature of the information and the circumstances surrounding its disclosure, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, Work Product, intellectual property, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential." Without limiting the foregoing, (i) information or data of or related to the existing, former, or prospective customers of RingCentral or RingCentral's Affiliates ("**Customer Data**") or RingCentral's resellers is and will remain the Confidential Information of RingCentral; and (ii) the Services and documentation of the Services are and will remain the Confidential Information of Vendor; and (iii) the Agreement, including these Terms and the Order/SOWs, and its existence are the Confidential Information of both parties.

5.2. Exclusions. Subject to Section 5.1, Confidential Information shall not include information: (a) lawfully developed or received by the Receiving Party free of restriction from another source having the right to so furnish such information; (b) after it has become generally available to the

public without breach of these Terms or violation of any Applicable Law; (c) that, at the time of receipt by the Receiving Party, was already known to the Receiving Party, and free of restriction, as evidenced by documentation in the Receiving Party's possession; or (d) that was independently developed without knowledge of, use of, or reference to the Disclosing Party's Confidential Information.

5.3. Disclosure, Access, and Use Restrictions. In addition to any other confidentiality or security obligations that apply to the Confidential Information, the Receiving Party shall hold all Confidential Information in strict confidence and shall not disclose or grant or allow access to, or permit the disclosure or granting of access to, any Confidential Information, except: (a) to those of its own employees, officers, directors, or subcontractors, to which such disclosure, granting of access, or permission of disclosure or granting of access is necessary to perform its obligations under these Terms or an Order/SOW; (b) as approved in advance in writing by a duly authorized representative of the Disclosing Party; or (c) as necessary to comply with a valid and binding court order, subpoena, or other legal process; provided that the Receiving Party provides the Disclosing Party with: (i) immediate Notice of such process and the potential disclosure; (ii) ample opportunity to object to or otherwise challenge such process or disclosure; and (iii) all information, cooperation, and support necessary to enable the Disclosing Party to object to or otherwise challenge such process or disclosure (a disclosure under this clause (c) shall herein be referred to as a "**Legal Process Disclosure**").

The Receiving Party shall not use the Confidential Information (or any data compiled from it), except to perform its obligations under these Terms or an Order/SOW. In addition to the foregoing, the Receiving Party shall limit all use, access, and disclosure of, and all granting of access to, the Confidential Information to that which is necessary to serve the purpose for which the use, access, disclosure, or granting of access is made. Furthermore, before providing Confidential Information or access thereto to any party, the Receiving Party shall ensure that such party is bound to restrictions and procedures sufficient to ensure compliance with Sections 5 and 6. The Receiving Party shall be fully responsible and liable (including without limitation jointly and severally liable), for any acts or omissions of any party receiving Confidential Information or access thereto from, through, by virtue of, or on behalf of the Receiving Party that would, if performed by the Receiving Party itself, violate Sections 5 or 6. The Receiving Party agrees, at its sole cost and expense, to undertake all measures (including but not limited to the potential immediate initiation of any court proceedings), to restrain such parties from engaging in any such acts or omissions. The Receiving Party shall either return to the Disclosing Party or – using industry-standard secure data destruction methods – destroy and purge from all systems, media, applications, etc. any and all Confidential Information within ten (10) days of the earlier of: (aa) the end of the Receiving Party's need to possess the Confidential Information to perform under these Terms or an Order/SOW; (bb) the Receiving Party's request; or (cc) expiration or

termination of these Terms. Upon such return or destruction, the Receiving Party shall provide to the Disclosing Party a certification of such complete return or destruction signed by a duly authorized representative of the Receiving Party.

6. Data Privacy

6.1. Security. To the extent that Customer Data or RingCentral Data is processed by Vendor under the Terms, Vendor shall comply with the security requirements set out in https://assets.ringcentral.com/legal/rc-vendor-security-addendum.pdf as they may be updated by RingCentral from time to time.

6.2. Data Protection. To the extent that RingCentral Data is processed by Vendor under the Terms, Vendor shall comply with RingCentral's privacy requirements available at https://www.ringcentral.com/legal/vendor-dpa.html as they may be updated by RingCentral from time to time.

6.3 Business Associate Agreement. To the extent Personal Health Information ("**PHI**") is processed by Vendor, as defined by the Health Insurance Portability and Accountability Act of 1996, ("**HIPAA**"), the terms set forth in the Business Associate Agreement at https://www.ringcentral.com/legal/vendor-baa.html, as they may be updated by RingCentral from time to time, shall apply.

7. Proprietary Rights

7.1. Intellectual Property Rights. "Intellectual Property" or "IP" means all current and future copyrights, trademarks, trade names, logos, service marks, trade secrets, patents, utility models, design rights, know-how and applications, moral rights, database rights, contract rights, and other proprietary rights now or hereafter recognized by the Applicable Laws of any jurisdiction or country, and any applications, registrations, reissues and renewals of the same, throughout the world. **"Pre-Existing IP"** means any Intellectual Property owned, created, developed, leased and/or licensed by a Party prior to, outside of or independently from an Order/SOW. Under this Section, none of the following are Deliverables: (i) hardware, software, SaaS, Services or Vendor Pre-Existing IP as provided to RingCentral that have not been specifically customized for RingCentral; or (ii) technology or Intellectual Property made available to RingCentral as part of generally available maintenance services for a Product. **"Work Product"** means (a) the Deliverables, (b) Vendor's works of authorship, discoveries, inventions, or innovations resulting from performance of the Services; (c) any work in progress or Deliverables created, issued, or delivered to RingCentral under any Order/SOW; or (d) any proposals, research, records, reports, recommendations, manuals, training materials, findings, evaluations, forms, reviews, information, data, computer programs, or software originated or prepared by Vendor for or in the performance of the Services (the items listed in clauses (a), (b) (c) and (d) being hereinafter referred to collectively and severally as **"Work Product"**).

7.2. Ownership. Each Party shall own its Pre-Existing IP. Specifically, nothing in these Terms shall be deemed to grant any rights (whether express, or by way of implication or estoppel or otherwise) to any IP of RingCentral or any of its Affiliates. To the extent any Services contain any Deliverables, RingCentral shall exclusively own Deliverables as of the date of their creation. Deliverables are "works made for hire" to the extent allowed by Applicable Law and all other Intellectual Property rights therein will be owned exclusively by RingCentral. To the extent that any Deliverable and/or Work Product is not considered a "work made for hire", Vendor shall and hereby does irrevocably assign and transfer all of its right, title, and interest in and to the Deliverable, including all Intellectual Property therein, to RingCentral. RingCentral shall receive full title to, right to and in, and ownership of all Work Product and shall be free to use all Work Product without restriction. Vendor shall ensure that Vendor Personnel engaged under an Order/SOW shall comply with the requirements of this Section.

7.3. License to Pre-Existing IP. If and to the extent that any Pre-Existing IP or a portion thereof is incorporated in the Deliverables or Services or is otherwise necessary for the use of the Deliverables, or Services, Vendor hereby grants to RingCentral, and its Affiliates: with respect to such Pre-Existing IP incorporated in the Deliverables a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up license, with the right to sublicense through multiple tiers, to use, make, sell, distribute, execute, adapt, translate, reproduce, display, perform, modify, and create derivative works of Vendor's Pre-Existing IP in connection with the Deliverables in which they are incorporated, and authorizes others to do any, some, or all of the foregoing, and with respect to such Pre-Existing IP incorporated in the Services, an irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up license, with the right to sublicense through multiple tiers, to use, make, sell, distribute, execute, adapt, translate, reproduce, display, perform, modify, and create derivative works of Vendor's Pre-Existing IP in connection with the Services during the applicable Term of the Order/SOW for such Services

8. Representations, Warranties, and Conditions; Disclaimer

8.1. Right to Perform Services. Vendor represents and warrants that: (a) it and, as applicable, all workforce members, subcontractors, and other parties used to perform under these Terms or Order/SOW have the full right, power and authority – and possess all necessary or appropriate licenses, certifications, permits, and authorizations – to enter into these Terms and perform the Services and its other obligations hereunder; (b) its execution of these Terms and its performance of the Services shall not result in a breach of or default under any other agreement to which Vendor is a party or by which it is bound; (c) it and all workforce members, Subcontractors, and other parties used to perform under these Terms or an Order/SOW shall comply with all applicable permit requirements, including but not limited to those relating to employment, labor, safety, privacy, advertising, marketing, consumer protection, or the environment and (d) the person(s) executing these Terms and any Order/SOW on its behalf is

duly authorized to do so and, upon such execution, Vendor shall be bound to these Terms or the Order/SOW, as applicable.

8.2. Services Warranty. Vendor represents and warrants that all Services provided under these Terms shall be performed in a timely manner and in accordance with highest applicable industry, government and professional standards and the highest standards of professionalism and efficiency in Vendor's industry. As a remedy for breach of the foregoing warranty, RingCentral may elect, at RingCentral's option: (a) the re-performance of any Services not in compliance with this warranty at no additional cost to RingCentral, or (b) refund to RingCentral of the purchase price of the Services. Notwithstanding the foregoing, this Section in no way limits the other remedies available to RingCentral under these Terms.

8.3. Product Warranty. Where Products are delivered by Vendor to RingCentral under these Terms (for clarity, Products does not include Deliverables provided by Vendor to RingCentral under these Terms), Vendor represents and warrants that all Products provided under these Terms shall be (a) new, unused, and not refurbished at the time of delivery (unless otherwise agreed upon by the Parties); (b) free from defects in design, materials, and workmanship for the longer of Vendor's normal warranty period or for one (1) year following the date of RingCentral's Acceptance of Products; and (c) safe for normal use and conform to the applicable documentation. For software Products, Vendor additionally warrants that the software will be free from any virus, malicious device, worm, Trojan, time bomb, or other harmful or destructive code, and will not damage, interfere with, or permit unauthorized access to any other existing products or systems on which it is installed or any information residing on those products or systems. Vendor assigns and passes through to RingCentral any and all original equipment manufacturers' (**"OEM"**) and licensors' warranties for Products. During the Product's warranty period, as a remedy for breach of the foregoing warranty, RingCentral may elect, at RingCentral's option, for Vendor to: (i) replace or repair the nonconforming Product and re-deliver the repaired or replaced Product to RingCentral within a commercially reasonable timeframe agreed to by RingCentral, (ii) refund to RingCentral the purchase price of the Product, or (iii) reimburse RingCentral for the reasonable cost to have the Product repaired within 30 days after receiving RingCentral's invoice. Notwithstanding the foregoing, this Section in no way limits the other remedies available to RingCentral under these Terms.

8.4. Work Product Representations and Warranties. Vendor represents and warrants that the Work Product shall be an original work of Vendor and in performing the Services and furnishing Work Product: (a) Vendor has not transferred or assigned to any third party any proprietary rights in the Work Product; (b) no portion of the Work Product shall be subject to any lien, encumbrance, security interest, or other restriction of any nature; (c) Vendor has all rights necessary to grant to RingCentral licenses to Vendor's Pre-Existing IP; (d) Vendor has the full

right to assign to RingCentral all of Vendor's rights, title and interest in, and all IP in, and to all Work Product; (e) Vendor has complied with all Applicable Laws in acquiring or generating any and all Work Product; (f) all Work Product shall be free from defects in workmanship and materials and shall be fit for the purposes for which such Work Product is intended; and (g) no Work Product or other content or materials provided or used by Vendor or any of its Personnel or subcontractors (or RingCentral's, its Affiliates, or their officers', directors', employees', or subcontractors' use thereof) shall: (i) violate any Applicable Law; (ii) infringe or misappropriate any IP right; (iii) violate any right (including without limitation any right of publicity or privacy); (iv) defame any party; or (v) constitute or include any tortious element or content. In addition to all other remedies available to RingCentral under these Terms or any Order/SOW, as a remedy for breach of any of the foregoing representations or warranties, RingCentral may elect, at RingCentral's option: (aa) the replacement of non-conforming Work Product, which shall be accomplished by Vendor at no charge to RingCentral; (bb) repair, modification or adaptation of the non-conforming Work Product at Vendor's expense; or (cc) return of the non-conforming Work Product to Vendor and a full refund to RingCentral of the aggregate purchase price paid therefor.

8.5. Compliance with Applicable Laws. Vendor represents and warrants that Vendor, and its Personnel and all persons acting on Vendor's behalf, will comply with all applicable laws and regulations, including those identified in these Terms, all applicable anti-corruption and anti-bribery laws, including but not limited to the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act ("**Anti-Corruption Laws**"), conflict minerals laws, employment laws, anti-slavery and human trafficking laws, import/export laws of all countries involved in the sale of Products under the Terms or any resale of Products by Vendor, materials disposal laws, and Data Protection Applicable Laws, that may exist in any relevant jurisdiction, including, where applicable, the guidance, and codes of practice issued by supervisory authorities, and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates them (collectively, "**Applicable Law(s)**"). Vendor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Terms. Vendor agrees to provide Anti-Corruption Laws compliance certificates to RingCentral, upon request. Vendor assumes all responsibility for shipments of Products requiring any government import clearance. Vendor understands that if RingCentral determines that Vendor failed to comply with the provisions of any Applicable Law, including the Anti-Corruption Laws, RingCentral may immediately terminate and/or suspend these Terms and any payments due thereunder, in its sole discretion and without notice. Vendor shall comply with, or exceed, the requirements in RingCentral Vendor Code of Conduct located at https://www.ringcentral.com/legal/vendor-code-of-conduct.html, as may be updated from time to time.

8.6. Disclaimer. EXCEPT AS OTHERWISE EXPLICITLY SET FORTH IN THIS SECTION, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHER WISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability

9.1. “EXCLUDED CLAIMS” MEANS ANY CLAIM ARISING FROM: (i) EITHER PARTY’S CONFIDENTIALITY OBLIGATIONS; (ii) VENDOR’S DATA PRIVACY OR DATA SECURITY OBLIGATIONS; (iii) EITHER PARTY’S BREACH OF PROPRIETARY RIGHTS; (iv) VENDOR’S REPRESENTATIONS, WARRANTIES AND CONDITIONS; DISCLAIMER; (v) VENDOR’S INDEMNIFICATION OBLIGATIONS; OR (vi) EITHER PARTY’S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT.

9.2. UNLESS PROHIBITED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY RESULTING OBLIGATIONS, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION, AND EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3. UNLESS PROHIBITED BY APPLICABLE LAW AND EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY’S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ORDER/SOW(S) SHALL NOT EXCEED THE GREATER OF THE AMOUNTS PAID OR PAYABLE TO THE VENDOR UNDER THE AGREEMENT, INCLUDING ANY ORDER/SOW(S) AT ISSUE AND $100,000 US DOLLARS.

9.4. EACH PARTY AGREES THAT THESE LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER EITHER PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY EITHER PARTY AND NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. Indemnification

10.1. Vendor will, at its sole expense, indemnify, defend and hold RingCentral, the Affiliates, and each of their respective directors, officers, employees, agents, and affiliates (collectively, **“Indemnified RingCentral Parties”**) harmless from and against any and all claims, suits, actions, damages, settlements, losses, liabilities, penalties, fines, investigations, costs and expenses (including without limitation, reasonable attorneys’ fees, and in the case of security incidents, and any costs of remediation, reporting, or notification thereof), arising out of or in connection with:

10.1.1 any breach by Vendor or any of its Personnel of any of Vendor's obligations under the Agreement;
10.1.2. the negligent acts or omissions, or willful misconduct of Vendor or any of its Personnel or subcontractors;
10.1.3. Vendor's or any of its Personnel's violation of Applicable Law(s);
10.1.4. to the extent Product(s) are provided and an OEM provides Vendor with an indemnity based on the infringement, misappropriation, or other violation of any intellectual property rights of a third party by any such OEM's Products, and provided OEM has agreed in writing that such indemnity may be made available by Vendor to its customers, Vendor will extend to RingCentral the same terms under which such indemnity is provided from the OEM to the Vendor. In the case of an infringement claim, the obligation to indemnify and defend shall be fulfilled by either Vendor or the OEM, as determined by the OEM's agreement with Vendor;
10.1.5. the violation, infringement or misappropriation of any third-party intellectual property right by any of the: (a) Services, (b) Pre-Existing IP licensed to RingCentral under these Terms, or (c) Work Product or Deliverable; provided however, that this obligation will not extend to infringements, violations or misappropriations of third-party rights caused by RingCentral's modification of any Pre-Existing IP, Work Product or Deliverable following delivery to RingCentral, unless such modification is performed by, authorized by, or at the request of Vendor or any of its Personnel;
10.1.6. any third-party claim with respect to bodily injury, death or damage to tangible property sustained as a result of the Services or Deliverables.

10.2. Procedures for Claims. RingCentral will provide Vendor with the following in connection with any claim, suit or action for which RingCentral or any Indemnified RingCentral Party seeks defense or indemnity from Vendor: (a) prompt written Notice of such claim, suit or action; (b) sole control over the defense and settlement of such claim, suit or action, subject to the provisions of this Section; and (c) reasonable cooperation and assistance in connection with the defense and settlement of such claim, suit or action. RingCentral's failure to comply with its obligations under the preceding sentence will not relieve Vendor of its defense and indemnity obligations under this Agreement except to the extent that Vendor is prejudiced by such failure. RingCentral shall have the right to participate at its own expense in the defense of such claim or action, including any related settlement negotiations. No such claim or action shall be settled or compromised without RingCentral's express written consent, which consent may be withheld or conditioned by RingCentral at its sole discretion, including requiring the execution of a full and complete release of all claims and actions made against the Indemnified Parties by each party bringing any such claims or actions.

10.3. Substitution of Non-Infringing Items. In the event that any of the Pre-Existing IP licensed to RingCentral under these Terms, any of the Work Product, any of the Services or any

Deliverable provided by or on behalf of Vendor is found to infringe, violate or misappropriate any third-party right, or is likely to do so in RingCentral's opinion, then Vendor will promptly, at its sole expense, either: (a) secure for RingCentral the rights to continue using such infringing Pre-Existing IP, Work Product, Services or Deliverables; (b) replace such item with a functionally equivalent item that does not infringe, violate or misappropriate any third-party right; or (c) modify such item so as to cause it not to violate, infringe or misappropriate any third-party right, but without reducing its functionality. If none of the foregoing options are commercially practicable, then in the case of Deliverables constituting goods, Vendor will refund the amounts paid by RingCentral for such items, as depreciated on a straight-line basis over a period of 60 months from the date of acceptance. The foregoing will be in addition to, and not in lieu of, any other rights and remedies that RingCentral may have under these Terms, at law or in equity.

11. Insurance.

Vendor shall maintain at its sole expense during the term of these Terms: (a) workers' compensation insurance as prescribed by the law of the state or nation in which the Services are performed; (b) employer's liability insurance with limits of at least $1,000,000 for each accident or disease; (c) automobile liability insurance if the use of motor vehicles is required, with limits of at least $1,000,000 combined single limit for bodily injury and property damage per occurrence for owned, non-owned, and hired vehicles; (d) if Vendor will have access to RingCentral Data or Customer Data, cyber-liability insurance sufficient to cover any security incident with limits of at least $1,000,000 for each occurrence; (e) Commercial General Liability (**"CGL"**) insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least $1,000,000 combined single limit for bodily injury and property damage per occurrence; $2,000,000 in the annual aggregate; and (f) in the event that Vendor's employee(s) or Subcontractor(s) are providing Services on RingCentral premises, a fidelity bond (which includes third party liability) insuring against the dishonest act(s) committed by its employees assigned to RingCentral's premises under these Terms. Vendor shall maintain such fidelity bond in the amount of not less than $1,000,000 and shall include RingCentral, Inc. as a joint loss payee. Vendor shall have all CGL and automobile liability insurance policies endorsed to include RingCentral, Inc. as an additional insured. All insurance as listed above shall be primary with respect to Vendor's activities and RingCentral's insurance policies will be non-contributing. Such policies shall contain a provision waiving the insurer's right of subrogation against RingCentral. Upon request, Vendor will furnish RingCentral with certificates of insurance which evidence the minimum levels of insurance set forth above. RingCentral shall be notified in writing at least thirty (30) days prior to cancellation of or any change affecting the required coverage and/or limits in the policy. Insurance companies providing coverage under these Terms must be rated by A-M Best with at least an A- VII rating and be authorized to provide insurance in the state or nation in which the Services are performed. Any deductibles or self-insured retentions are the responsibility of the Vendor. Vendor is responsible for insuring their own property and equipment utilized in the performance of the Terms.

12. General Provisions

12.1. Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under the Agreement (each, a "Notice") in writing, using the communications methods set out below, and addressed to the other Party at its address set out within the Agreement (or to any other address that the receiving party may designate from time to time in accordance with this section). In addition, all material Notices (e.g., notices of breach, nonpayment, breach of confidentiality, third party claims, etc.) to RingCentral shall be emailed to Legal@ringcentral.com. Each Party shall deliver all Notices by personal delivery, nationally recognized same day or overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is deemed to have been validly and effectively given: (a) if sent by personal delivery or by courier (all fees prepaid) on the date of receipt; (b) at the time the email was sent, if sent by email during normal business hours or, if sent outside of normal business hours, on the business day following the day the email was sent, (unless such email is returned as undeliverable); or (c) if sent by certified or registered mail, return receipt requested, postage prepaid on the third day after the date mailed.

12.2. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have the authority to contract for or bind the other Party in any manner whatsoever.

12.3. Assignment. Neither Party will assign the Agreement, in whole or in part, without the prior written consent of the other Party; any attempted assignment in violation of the foregoing shall be void. The Agreement will be binding upon and inure to the benefit of each Party's successors and any permitted assigns. Notwithstanding the foregoing, RingCentral shall have the right to assign the Agreement or any rights, obligations or interests under the Agreement in whole or in part to any Affiliate or in the event of a merger, acquisition or other similar activity or event without the prior consent of Vendor.

12.4. Publicity. Without the express prior written consent of RingCentral Corporate Communications, Vendor shall not make use of any RingCentral trademark, trade name, or logo, or publicize or disclose the existence or terms of this Agreement to any third party (other than its accountants and attorneys) by any method including but not limited to any news release, advertisement, publicity or promotional material, except as required by law or a valid court order. If RingCentral authorized use of RingCentral names or other intellectual property, Vendor will at all times abide by RingCentral's then-current guidelines regarding use of its trademarks, trade names, service marks and/or other intellectual property ("**Branding Guidelines**") which can be

found at https://partners.ringcentral.com/content/PublicFile/RingCentral_Co-Branding_Guidelines.pdf https://www.ringcentral.com/company/brandlibrary.html, which may be updated by RingCentral from time to time. Vendor shall immediately cease using any RingCentral trademark, trade name, service mark, or other intellectual property immediately or upon termination or expiration of these Terms.

12.5. Leads and Marketing Lists. To the extent that Vendor provides any individual or business contacts to RingCentral to be used for leads and marketing purposes, Vendor shall comply with the obligations in Appendix A.

12.6. Artificial Intelligence. To the extent that the Vendor's Deliverables/Services are created utilizing or otherwise incorporating artificial intelligence, Vendor shall comply with the obligations in Appendix B.

12.7. Disaster Recovery and Business Continuity. Throughout the Term and at all times in connection with its actual or required performance of the Services hereunder, Vendor shall maintain a commercially reasonable business continuity and disaster recovery plan for the Services (the "**Plan**") and implement such Plan in the event of any unplanned interruption of the Services. Vendor shall actively test, review, and update the Plan on at least an annual basis using industry best practices. Vendor shall provide RingCentral with a copy of the Plan upon request. If Vendor fails to reinstate the Services within the periods of time set forth in the Plan, RingCentral may, in addition to any other remedies available hereunder, in its sole discretion, immediately terminate this Agreement as a non-curable breach.

12.8. Injunctive Relief. Vendor acknowledges that any breach of the Confidentiality and Proprietary Rights provisions of these Terms by Vendor would cause irreparable damage to RingCentral for which monetary damages would be inadequate. Accordingly, Vendor agrees that injunctive relief is an appropriate remedy for any such breach, in addition to all other remedies RingCentral may have.

12.9. Governing Law and Venue. All matters arising in connection with or relating to these Terms or the enforcement or construction thereof shall be governed by and resolved in accordance with the laws of the state or country identified below without regard to any conflict of law principles that would result in the application of the laws of a different jurisdiction. RingCentral and Vendor each hereby: (a) agrees that any suit, action, or other legal proceeding arising out of or relating to these Terms shall be brought and adjudicated only in the venue identified below; (b) consents to and waives any objection to the personal jurisdiction and venue of such court in any such suit, action, or other legal proceeding; and (c) waives any purported right or claim to bring a motion to transfer such suit, action or other legal proceeding pursuant to

28 U.S.C. §§1404 or 1406, or comparable provision of other law, including based upon the doctrine of forum non conveniens.

RingCentral Entity	Applicable Jurisdiction	Venue
RingCentral Australia Pty Ltd	Laws of New South Wales	Courts in Sydney, Australia
RingCentral Canada, Inc.	Laws of the Province of Ontario and the Laws of Canada	State or Federal Courts located in the Province of Ontario
RingCentral France	Laws of France	Tribunal de commerce de Paris
RingCentral Germany GmbH	Laws of the Federal Republic of Germany	The District Court Munich I (Landgericht München I)
RingCentral UK Ltd.	Laws of England and Wales	Courts in London, England
All other RingCentral entities	Laws of the State of California	State or Federal courts located in San Francisco or San Francisco, California

12.10. Records and Tax Information; Audit. During the term of these Terms and for two (2) years thereafter, Vendor shall maintain detailed and accurate records with respect to Vendor's performance of the Services, shall maintain such records in the manner required by Applicable Law and shall make such records available to RingCentral upon RingCentral's request. Vendor agrees that RingCentral and its in-house or external accountants, attorneys, or other advisors or agents may, upon seven (7) days' advance Notice to Vendor, audit and inspect Vendor's documents, contracts, books, and records in order to determine Vendor's compliance with these Terms.

12.11. Force Majeure. Neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that are beyond that Party's control, including without limitation: any act of God; national emergency; pandemic; riot; war; terrorism; governmental act or direction; change in Applicable Laws; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party. A Party whose performance

is impacted by a force majeure event shall (i) promptly give Notice to the other Party, stating the period of time the occurrence is expected to continue, (ii) use diligent efforts to mitigate the effects of such force majeure event, and (iii) resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. RingCentral may terminate the Terms with immediate effect if the event continues for thirty (30) consecutive days or more.

12.12. Severability; Non-Waiver. If any provision of these Terms is held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect. The failure or delay of either Party to enforce at any time any provision of these Terms shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of these Terms.

12.13. Headings. The section headings appearing in these Terms are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect these Terms.

12.14. Entire Agreement; Modification. These Terms, together with the attached Appendices, and any Order/SOW, constitutes the entire agreement between the Parties (the **"Agreement"**) and supersedes all prior oral or written negotiations and agreements between the Parties with respect to the subject matter hereof. Subject to the foregoing, no modification or amendment of these Terms (including any exhibit hereto) shall be effective unless in writing signed by both Parties. Any additional or different terms in any Vendor document, including a quotation, order acknowledgment, invoice, or online terms are hereby rejected and shall not constitute additional or modified terms. Any such terms shall be deemed material alterations of the Terms and are void. Any online terms or agreement that RingCentral (or any of its employees, consultant, agents, or end users) accepts to login or access products or services, such as a software-as-a-service ("SaaS"), is not an agreement that has been "mutually signed," and will not replace, supplement, or amend any portion of the Terms.

12.15. Order of Precedence. Except as specifically provided otherwise in these Terms, in the event of any conflict between these Terms, and the other documents referenced herein, the following order of precedence shall be controlling: (a) any Exhibits and/or Appendix hereto (**"Appendic(es)"**), (b) these Terms, (c) any non-disclosure agreement between the Parties, and (d) an Order/SOW (except to the extent a provision of the Order/SOW expressly provides that it is intended to amend and supersede a specific provision of these Terms, in which case the specific section of such provision must be called out).

12.16. Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute these Terms when a duly authorized representative of each Party has signed a counterpart.

APPENDIX A – Leads and Marketing Lists

The following terms will apply as applicable:

1. Vendor represents and warrants that throughout the term of the Terms: (a) Vendor has the right to disclose any and all personal data of individuals or business contacts provided by Vendor (the **"Marketing List"**) to RingCentral for the purposes of RingCentral's direct marketing communications to the data subjects on the Marketing List (**"Permitted Uses"**); (b) that Vendor's disclosure of the Marketing List to RingCentral will not infringe upon any laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance, and codes of practice issued by supervisory authorities, and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates them (**"Applicable Law(s)"**); (c) that Vendor's disclosure of the Marketing List to RingCentral will not infringe, breach, or otherwise violate the terms and conditions of these Terms; and (d) that the use of the Marketing List by RingCentral in accordance with the Permitted Uses will not cause RingCentral to breach any Applicable Laws.

2. Prior to Vendor's disclosure of the Marketing List to RingCentral, Vendor represents and warrants that it will ensure the following: (a) all notices required by Applicable Law have been provided to the individual or business contact (each, an **"Individual"**) outlining how the Individual's data will be used and disclosed, including that their data will be shared with entities of a similar type as RingCentral, as required by Applicable Law; (b) all consents required by Applicable Law have been obtained by Vendor in order for RingCentral to use the Marketing List in accordance with the Permitted Uses, and such consent names RingCentral; (c) no Individual whose personally identifiable information (**"PII"**) is contained in the Marketing List has: (i) objected to the disclosure of their data to third parties, (ii) asked for their data to be erased, or (iii) asked for the processing of their data to be restricted; (d) within 90 days prior to the commencement of any services hereunder, the Marketing List has been screened against the relevant suppression operated by the applicable national registry of preferences, to remove Individuals who have opted out of the relevant direct marketing, pursuant to Applicable Laws; (e) to maintain and be able to provide to RingCentral, within such timescales as RingCentral may reasonably specify, assistance as RingCentral may require to demonstrate that the obligations in this Section have been met, including but not limited to, providing copies of notices provided or policies posted and copies or other evidence of the consent obtained; and (f) the Marketing List does not contain any sensitive personal data or PII concerning any Individual under the age of 18 years old, and Vendor shall not pass any such data to RingCentral without RingCentral's prior written consent.

3. If an Individual whose information forms part of the Marketing List withdraws consent or otherwise opts out during the term of these Terms, or the relevant term of the applicable Order/ SOW, Vendor will notify RingCentral promptly by providing email notice to unsubscribe@ringcentral.com.

4. Vendor shall defend, indemnify, and hold harmless RingCentral, its officers, directors, affiliates, employees, agents and contractors from and against any and all liabilities, penalties, damages, losses, expenses, demands, claims, suits or judgments, including all solicitors' or attorneys' fees, costs and expenses, arising from any provision of the Marketing List which fails to comply with any Applicable Law or otherwise fails to comply with, violates, or breaches this Appendix.

APPENDIX B – Artificial Intelligence

The following terms will apply as applicable:

1. Definitions:

a. "AI System" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

b. "AI Model" means an AI model, including where such an AI model is trained with a large amount of data using self-supervision at scale, that displays significant generality and is capable of competently performing a wide range of distinct tasks regardless of the way the model is placed on the market and that can be integrated into a variety of downstream systems or applications, except AI models that are used for research, development or prototyping activities before they are placed on the market.

2. In the event the Services include the use of, or implement or deploy AI Systems and/or AI Models, Vendor shall, upon request by RingCentral, provide full details and transparency about the AI Systems and AI Models used, including but not limited to, information about (i) the type of AI Systems and AI Models involved, (ii) the source(s) of data used to develop, train, and improve AI Models, and (iii) the process by which the AI Systems produce a decision or output using the data source(s), (iv) or any other information as may be required by applicable laws.

3. In addition to any other representations or warranties that Vendor provides under this Agreement, Vendor also represents and warrants that: (i) any and all AI Systems and AI Models have been developed in compliance with all applicable laws, including privacy and intellectual property laws, such representation to apply to any ongoing or future training of the AI Systems and AI Models; (ii) the data used to create and train the AI Systems and AI Models was collected, acquired, and processed in compliance with all applicable laws and do not violate third-party intellectual property rights, such representation to apply to any ongoing or future training of the AI Systems and AI Models; (iii) Vendor shall not train or improve (and shall not permit a third party to train or improve) the AI Systems and AI Models with data provided by RingCentral or by RingCentral's customers without RingCentral's prior written approval; (iv) it will

notify RingCentral promptly if it believes it can no longer meet the requirements of this Section; and (v) no data provided by RingCentral or by RingCentral's customers, where applicable, will be released, exposed or otherwise disclosed to other parties through the output of AI Systems and AI Models.

4. Vendor agrees that: (i) Vendor will allow RingCentral to verify ongoing compliance with these terms by responding to specific questionnaires at least every twelve (12) months or more frequently as required by RingCentral; (ii) Vendor shall treat data provided by RingCentral that is input into the AI Systems as RingCentral Confidential Information; (iii) notwithstanding anything to the contrary, RingCentral owns all right, title, and interest, including any intellectual property or other ownership rights, in the inputs and outputs of the AI Systems; and (iv) RingCentral owns all right, title, and interest, including any intellectual property or other ownership rights, in any integrations with, or combination of RingCentral products (including, without limitation, any AI Models trained) with the AI Systems and any derivatives or improvements thereof. No rights are granted to Vendor hereunder other than as expressly set forth herein.

5. Vendor agrees to indemnify and hold RingCentral harmless against any and all liability that may be suffered by RingCentral as a consequence of Vendor's failure to comply with the representations and warranties in this Appendix.