RingCentral Vendor Terms and Conditions

Updated October 25, 2019
Version 1.2
Prior version

1. Scope of Agreement and Services

- **1.1 These terms and conditions are made a part of the Agreement between Vendor and RingCentral and governs those statements of work ,purchase order, or similar order documents executed by the Parties pursuant to such Agreement (collectively referred to as "SOWs").** The Agreement will not give rise to any obligation on the part of RingCentral to obtain Services from Vendor unless and until one or more SOWs are entered into in accordance with this Section. Unless otherwise agreed to in writing by the Parties, no SOW is effective until signed by an authorized representative of RingCentral. Upon signing and delivery by an authorized representative of RingCentral, each mutually agreed-upon SOW is deemed to be incorporated into, and made a part of, this Agreement. Some terms and conditions may not be applicable to the Services.
-
- **1.2 No Minimums.** Unless otherwise expressly set forth in an applicable SOW, nothing in this Agreement requires RingCentral to make any minimum level of purchases.
-
- **1.3 Procurement by RingCentral Affiliates.** RingCentral may procure Services under this Agreement for its own account or on behalf of one or more RingCentral affiliates or subsidiaries (together, "**Affiliates**"). In addition, any RingCentral Affiliate may procure Services directly under this Agreement pursuant to any SOW that satisfies the requirements of this Agreement, except that such SOW will identify such RingCentral Affiliate and all such SOWs must be signed by an authorized representative of such RingCentral Affiliate. Such RingCentral Affiliate will have all rights and obligations under such SOW and Vendor will look solely to and be responsible to such Affiliate in connection with the performance of such SOW.
-
- **1.4 Services Generally.** Vendor will perform the Services and provide the deliverables specified in each SOW (the "**Deliverables**") in accordance with the specifications, schedules

and other provisions set forth in such SOW and this Agreement. If Deliverables contain the delivery of Product(s), “Product(s)” means the goods and materials, identified in the applicable Order Form SOW, or applicable Vendor quote (whether or not specifically reference in the Order Form, SOW, or applicable Vendor quote), that are sold by Vendor pursuant to this Agreement. In its performance of Services and provision of Deliverables, Vendor will: (a) comply with all technical standards as set forth in the applicable 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 SOW; (c) provide Services in a manner that meet or exceed any service levels set forth under the applicable 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 a SOW that are required for the proper performance and provisions of the Services under such SOW or that are an inherent part of, or a necessary subpart included in such Services, then such services, functions, responsibilities or tasks are deemed to be implied by and included within the scope of the SOW to the same extent and to the same manner as if specifically described in the SOW, and thus included within the fees and other amounts to be paid under that SOW.

- **1.5 Title & Risk of Loss.** If Product(s) are included, notwithstanding anything contrary in this Agreement, title and risk of loss or damage to the Product(s) shall pass from Vendor to RingCentral upon completion of Services for RingCentral’s end Customer, as specified in the applicable Order Form or SOW.

- **1.6 Changes.** Either Party may propose a change to a SOW by submitting a proposed change order in writing to the other Party (each a “Change Order”). On any proposed Change Order submitted to RingCentral by Vendor, Vendor will specify the effect, if any, of the proposed changes upon the price, timing and any other terms and conditions applicable to the affected Services. With respect to any proposed Change Order submitted by RingCentral to Vendor, Vendor will evaluate such proposed Change Order as promptly as practicable and will complete such proposed Change Order by specifying the effect, if any, of the proposed changes upon the price, timing and any other terms and conditions applicable to the affected Services. No Change Order will be effective until executed by an authorized representative of each Party. Upon proper execution and delivery, each such Change Order will be deemed to be incorporated into, and made a part of, the applicable SOW and this Agreement.

2. Compensation.

All Services shall be paid for in accordance with Addendum A (Compensation and Reimbursement) and the applicable SOW. Except as authorized and ordered by and specifically

set forth within a fully-executed SOW and as billed to RingCentral in accordance with Addendum A hereto, RingCentral shall not be obligated to compensate Vendor for work performed, items or data delivered, or costs or expenses incurred. In no event shall any fee, expense, or other amount become due and payable by RingCentral unless such amount is billed to RingCentral in accordance with the terms of this Agreement, Addendum A hereto, and the applicable SOW. In no event shall any such amount be due sooner than thirty (30) days after RingCentral's receipt of an invoice billing such amount that complies with the immediately foregoing sentence unless RingCentral expressly agrees in writing to earlier payment terms. In the event that RingCentral disputes any properly invoiced amount, the due date for payment of such amount shall be extended to ten (10) days after Vendor's demonstration to RingCentral's satisfaction that such amount was incurred under the applicable SOW.

3. Delays.

Vendor shall notify RingCentral in writing immediately and in advance of any delay or anticipated delay in its performance of Services, the reason for and anticipated length of the delay, and an initial proposal for remedying the delay. The Parties may, in their sole discretion, extend the date of performance in a writing signed by both Parties. 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.

4. 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; i.e. there shall be no deemed acceptance. Vendor acknowledges that RingCentral's payment in accordance with the SOW does not constitute acceptance. Such acceptance will occur only as stated in this Section 4 or a fully executed SOW.

5. Staffing

- **5.1 Performance.** Subject to Vendor's representations and warranties hereunder, the manner and means by which Vendor chooses to complete the Services are in Vendor's sole control. Vendor shall comply with, or exceed, the requirements in the 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. In performing the Services, Vendor shall provide its own equipment, tools and other materials at its own expense and shall determine the appropriate location, place and time for such performance. RingCentral shall notify Vendor if RingCentral believes that the performance or conduct of any person employed, hired, or retained by Vendor to perform under this Agreement is unsatisfactory. Within one business

day of receiving RingCentral’s notice, Vendor shall take such actions as necessary to implement a plan to remediate and substantially improve the performance or conduct of such person to RingCentral’s satisfaction or shall reassign and replace such person. The Vendor represents and warrants that neither the Vendor nor any of its officers, employees or other persons associated with it (i) has been convicted of any offence involving slavery and human trafficking; and (ii) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking. The Vendor shall implement due diligence procedures for its own suppliers, subcontractors and other participants to ensure that there is no slavery or human trafficking in its supply chains.

-

- **5.2 Dedicated Personnel.** Both Parties agree that continuity of Vendor’s personnel assigned to perform the Services is essential for timely completion and quality of the Services. To the extent it is commercially reasonable, those personnel assigned to perform the Services shall continue to do so. In the event that a change of personnel is required, Vendor shall: (a) immediately notify RingCentral of such a change; (b) ensure that a full knowledge transfer occurs between new and incumbent personnel without cost to RingCentral; and (c) ensure that any new personnel have the skills and experience necessary to perform the Services. Notwithstanding the foregoing, if a SOW identifies one or more “Key Personnel” Vendor shall maintain the same Key Personnel throughout the term of the SOW, except for changes due to: (i) RingCentral's request pursuant to Section 5.1 (Performance); or (ii) the resignation or termination of such personnel or other circumstances outside of Vendor's reasonable control.

-

- **5.3 Subcontractors.** Vendor shall perform the Services only through its employees, except as provided in this Section 5.3. Should there be any requirement for Services to be performed by third-parties (”**Subcontractors**”), Vendor shall first obtain prior written consent from RingCentral procurement or legal and ensure that such Subcontractor executes a written agreement with Vendor containing provisions necessary to comply with Sections 6 (Customer CPNI and Customer Communications, 7 (Confidentiality) (Data Security and Customer Data), 8 (Proprietary Rights) and 9 (Representations, Warranties and Conditions) of this Agreement. Vendor shall at all times be responsible for the acts and omissions of Subcontractors and personnel directly or indirectly employed by them and the performance of all the Services, whether performed by Vendor or its Subcontractors. This Agreement shall not give rise to any contractual relationship between RingCentral and a Subcontractor. RingCentral shall not undertake any obligation to pay or to be responsible for the payment of any sums or provision of any amenities to any Subcontractor or its employees or personnel. Vendor shall indemnify

RingCentral and hold RingCentral harmless against all losses, damages, expenses and costs incurred or suffered by RingCentral directly or indirectly attributable to any act or omission on the part of any Subcontractor.

- **5.4 Background Checks.** Vendor acknowledges and agrees that background investigations shall be performed by the Vendor, to the extent permitted and conducted in accordance with applicable laws, for all Vendor personnel who: (a) perform Services onsite at RingCentral's or Customer's facility; whether or not escorted; or (b) have or will gain access to any of RingCentral's or Customer's information technology systems. Vendor will obtain written consents from such personnel, on forms provided by or otherwise acceptable to RingCentral, as may be necessary to conduct such investigations. Vendor will provide executed copies of such consents to RingCentral promptly upon RingCentral's request.

6. Customer CPNI and Customer Communications.

Vendor acknowledges and agrees that notwithstanding anything to the contrary in this Agreement or any SOW, it shall not receive or be granted access to: (a) any data of or relating to the existing, former, or prospective customers of RingCentral or its Affiliates ("**Customers**") that constitutes, or, in RingCentral's sole discretion, might constitute "Customer Proprietary Network Information," as defined under 47 U.S.C. § 222 and regulations and guidance promulgated pursuant thereto ("**Customer CPNI**"); or (b) the communications (or the content thereof), media, or other data sent, received, and/or stored by Customers through the services provided by RingCentral or its Affiliates ("**Customer Communications**"). Vendor represents and warrants that it shall not require any Customer CPNI or Customer Communications, or any access thereto, to provide the Services and meet its obligations under this Agreement and the SOWs, and acknowledges and agrees that in no event shall Vendor's inability to receive or access such data excuse Vendor's performance of any of its obligations under this Agreement or any SOW or any delay in performing any such obligations. Vendor represents and warrants that in the event that it receives any Customer CPNI or Customer Communications or access thereto, it shall immediately provide notice to RingCentral of such receipt or access.

7. Confidentiality and Security

- **7.1 RingCentral Confidential Information.** RingCentral may from time to time provide or communicate to Vendor, or Vendor may otherwise receive or gain access to, certain information, including but not limited to personally-identifiable information ("**PII**") or information or data of or related to the existing, former, or prospective customers of RingCentral or its Affiliates ("**Customer Data**"); RingCentral's or its Affiliates' employees, officers, directors, agents, contractors, business partners, or vendors; or RingCentral's or its

Affiliates' operations, business plans, legal compliance, strategies, and/or intellectual property (collectively, the "**Information**"). Other than PII and Customer Data, which shall in all events constitute "Information" regardless of the following circumstances, "Information" shall not include information: (a) lawfully developed or received by Vendor 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 this Agreement or violation of any law; or (c) that, at the time of receipt by Vendor, was already known to Vendor, and free of restriction, as evidenced by documentation in Vendor's possession.

- **7.2 Disclosure, Access, and Use Restrictions.** In addition to any other confidentiality or security obligations that apply to Information, Vendor shall hold all Information in strict confidence and shall not disclose or grant or allow access to, or permit the disclosure or granting of access to, any Information, except: (a) to those of its own employees to which such disclosure, granting of access, or permission of disclosure or granting of access is necessary for Vendor to perform its obligations under this Agreement or a SOW; (b) as approved in advance in writing by a duly authorized representative of RingCentral; or (c) as necessary to comply with a valid and binding court order, subpoena, or other legal process; provided that Vendor provides RingCentral 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 RingCentral 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**"). Vendor shall not use the Information (or any data compiled from it), except to perform its obligations under this Agreement or a SOW. In addition to the foregoing, Vendor shall limit all use, access, and disclosure of, and all granting of access to, the 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 Information or access thereto to any party, Vendor shall ensure that such party is bound to restrictions and procedures sufficient to ensure compliance with this Section 7 and Section 6. Vendor shall be fully responsible and liable (including without limitation jointly and severally liable), for any acts or omissions of any party receiving Information or access thereto from, through, by virtue of, or on behalf of Vendor that would, if performed by Vendor itself, violate this Section 7 or Section 6. Vendor 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. Vendor shall either return to RingCentral or – using industry-standard secure data destruction methods – destroy and purge from all systems, media, applications, etc. any and all Information within ten (10) days of the earlier of: (aa) the end of Vendor's need to possess the Information to perform under this Agreement or a SOW; (bb) RingCentral's request; or

(cc) expiration or termination of this Agreement. Upon such return or destruction, Vendor shall provide to RingCentral a certification of such complete return or destruction signed by a duly authorized representative of Vendor.

- **7.3 Legal Compliance.** Vendor shall comply with all applicable Laws in its disclosure of, granting of access to, use of, accessing of, and/or possession of the Information. Vendor shall not disclose, grant access to, or use the Information in any manner that would cause RingCentral or its Affiliates to violate any Law.

- **7.4 Confidentiality of Work Product.** In addition to the other restrictions set forth in this Section 7 or under any separate agreement between the Parties, Vendor shall not disclose to any third party, including but not limited to any Subcontractor, without the prior written consent of RingCentral, any of: (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 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**").

- **7.5 Terms of Agreement.** 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.

- **7.6 Safeguarding of Information.** Vendor shall protect Information using industry-standard safeguards and shall use at least as great a standard of care in protecting Information as it uses to protect its own data of like character, but in no event less than a reasonable degree of care. Vendor agrees that such safeguards shall include its implementation of a comprehensive information security and privacy program sufficient to ensure compliance with this Section 7 and training, on at least an annual basis, of all Vendor workforce members who might receive or gain access to Information covering such program.

- **7.7 Security Incident Notification.** Vendor shall immediately (however in no event later than required by any applicable law, regulation, code, or ordinance), provide written notice to RingCentral of any event or occurrence of which Vendor becomes aware that: (a) results, or could reasonably be suspected to result, directly or indirectly, in any: (i) disclosure of, access to, or use of the Information not authorized under this Section 7; or (ii) compromise to or breach of the security, privacy, integrity, or confidentiality of the Information; or (b) gives rise or could reasonably give rise to any notification or reporting obligation (collectively, "**Security Incidents**").
- **7.8 Security Incident Response.** In the event of any Security Incident, Vendor shall promptly do all of the following, at its own expense, without destroying any evidence related to the Security Incident: (a) provide all reasonable information, cooperation, and assistance requested by RingCentral in investigating, addressing, or reporting the Security Incident; (b) take all available steps to contain and investigate the Security Incident, including without limitation conducting a root cause analysis; (c) report its findings to RingCentral and keep RingCentral promptly informed of new developments or discoveries as they occur during the course of the investigation; (d) provide RingCentral with a remediation plan to address the Security Incident and prevent any further Security Incidents; (e) remediate such Security Incident in accordance with such remediation plan; (f) conduct a forensic investigation to determine what systems, data, and information have been affected by the Security Incident and provide RingCentral an un-redacted copy of any report issued by the investigators; and (g) cooperate with any law enforcement or regulatory officials investigating the Security Incident. Without limiting the foregoing and notwithstanding anything in this Agreement or any SOW to the contrary, RingCentral shall in all events determine, in its sole discretion: (i) whether and to whom to report the Security Incident or to provide notice of any kind of the Security Incident; (ii) whether any such reporting or notice should be provided by RingCentral or Vendor; (iii) whether RingCentral, the Vendor, or both should be identified in connection with any such reporting or notice and (iv) the content of any such reporting or notice.
- **7.9 ISO/IEC 27002 Compliance.** Vendor shall, at its sole cost and expense, adhere to and demonstrate adherence to applicable privacy laws and ISO 27002 requirements, implement changes to ISO 27002 to remain in compliance, and demonstrate such compliance (including without limitation by participating in and passing an annual test by a reputable third party reasonably acceptable to RingCentral) upon request if it: (a) gains access to any production system or network of RingCentral; or (b) gains access to PII or Customer Data.

- **7.10 PII and Customer Data Export and Access Restrictions.** Notwithstanding anything to the contrary in this Agreement or any SOW, Vendor represents and warrants that it shall not: (a) capture, copy, record, monitor, export (as hereinafter defined), retain, preserve, or store PII or Customer Data or (b) permit any “live” human access to any PII or Customer Data and shall limit all access to PII or Customer Data to the processing or analyzing of such data by Vendor’s applications. “**Export**” shall mean and include without limitation to print; record; render to image; copy; export to or store on computer or external storage devices or media; download or upload; or transmit externally in any way (including without limitation via email, oral communication, text/SMS or instant message, data transfer, or facsimile.
-
- **7.11 Leads**
- ◦ 7.11.1 For US-Only Lead Services. Vendor represents and warrants that US-only leads, sourced in compliance with all applicable laws from US-only data sources will be provided. Vendor shall indemnify RingCentral against third party claims resulting from breach of this warranty.
  ◦
  ◦ 7.11.2 For non-US Lead services. The Supplier warrants and represents that: (a) the information provided to RingCentral by or on behalf of the Supplier regarding any and all personal data of individuals or business contacts provided by Supplier (“Supplier Personal Data”) is complete and accurate, including any information: (i) provided as part of any due diligence or audit conducted prior to or following the date of this Agreement; (ii) any information regarding notice, consents, limitations and the purposes for which Supplier Personal Data may be Processed; (b) it has done all things necessary to ensure compliance with the General Data Protection Regulation(“GDPR”), Privacy and Electronic Communications Directive 2002/58/EC, Personal Information Protection and Electronic Documents Act, CAN-SPAM Act, and any other laws in any jurisdiction from which you may provide (“ Privacy Laws”) Supplier Personal Data; (c) it has provided all individuals whose personal data including any contact information you share with RingCentral with information necessary to ensure fair Processing (such as information about the purposes of Processing, the transfer of Personal Data to RingCentral and onward transfer to RingCentral Affiliates), including without limitation any data collected via websites or cookies, to allow RingCentral to process Supplier Personal Data in accordance with its rights under this Agreement; (d) it has obtained, and can demonstrate on request, all necessary consents (where applicable) in relation to Supplier Personal Data, including without limitation in relation to cookies and other similar tracking technologies as required under Privacy Laws; (e) the Supplier Personal Data does not contain any Sensitive Personal Data or Personal Data concerning any Data Subject under the age of 18 years old, and Supplier shall not pass such data to Ring Central without RingCentral's prior

written consent; (f) any transfers of Supplier Personal Data to RingCentral are in compliance with Privacy Laws; (g) it shall promptly inform RingCentral (and keep RingCentral informed) of the exercise by any individual of their rights under Privacy Law, including without limitation the right to require the rectification or erasure of Supplier Personal Data, the restriction of the Processing of Supplier Personal Data and the portability of Supplier Personal Data; and (h) at all times it complies with rules and regulatory guidelines (including without limitation mobile and social media platform rules and policies and onward transfer of personal information) applicable to its collection and delivery of Supplier Personal Data to RingCentral, for RingCentral's use in accordance with this Agreement (the "Rules"). The Rules include without limitation: (i) all rules and guidelines, as applicable to the Territory, issued by the United States Federal Trade Commission; (ii) Self-Regulatory Principles of the Digital Advertising Alliance, including but not limited to the European Interactive Digital Alliance; (iii) Code of Conduct of the Network Advertising Initiative; (iv) Principles of the European Interactive Digital Alliance; (v) Internet Advertising Bureau; and (vi) Direct Marketing Association. Supplier shall indemnify RingCentral and keep RingCentral fully indemnified from and against all loss, harm, cost (including reasonable attorney's fees), fines, expenses and liabilities that RingCentral may suffer or incur as a result of Supplier’s breach or non-compliance with these requirements.

- **7.12 Audit Rights**. Upon seven (7) or more days’ notice to Vendor, RingCentral may conduct a detailed audit or compliance or security assessment of Vendor and its relevant systems and facilities to determine Vendor’s compliance with this Section 7, which such audit or assessment may include an on-site assessment during normal business hours of Vendor’s risk and security programs and records of compliance; Vendor agrees to provide all reasonable information, cooperation, and assistance that RingCentral requests in connection with any such audit or assessment and agrees to ensure that the scope of such audit or assessment may, if requested by RingCentral extend to Subcontractors or other parties who have received Information or access thereto from, through, by virtue of, or on behalf of Vendor.
- 7.13 Survival and Liability. This Section 7 and Section 6 shall survive the expiration or any earlier termination of this Agreement for a period of three (3) years, except that Vendor’s obligations under such Sections with respect to PII and/or Customer Data shall survive for as long as such data is within Vendor’s possession, custody, or control. For clarity, Vendor’s liability resulting from or arising from breach of this Section 7 and/or Section 6 shall not be subject to any limitation of liability.
-

8. Proprietary Rights

- **8.1 Rights to Information.** Vendor acknowledges and agrees that all Information and all property (including without limitation all trademarks, servicemarks, trade dress, copyrights, patents, patent applications, inventions, trade secrets, and other intellectual property ("**IP**")) of RingCentral shall remain the property of RingCentral, and no license, express or implied, to use any of RingCentral's IP or the Information is granted under this Agreement, except as may be specifically required to perform the Services under this Agreement for RingCentral.
-
- **8.2 Works Made for Hire.** Vendor hereby agrees that any Work Product which is a work of authorship (including but not limited to any computer program or software) and has been created by Vendor based on work performed by Vendor under this Agreement shall, to the maximum extent permitted under applicable law, regulation, code, or ordinance (each, a "**Law**") (including but not limited to 17 United States Code Section 101), be a "work made for hire." Such Work Product shall be deemed to be a work that has been specially ordered or commissioned by RingCentral for use as, if applicable, a contribution to a collective work, as part of an audiovisual work, as a translation, as a supplementary work, as a compilation and/or as an instructional text. To the extent that any such Work Product is not a "work made for hire" under applicable law, then all of Vendor's rights, title and interests in and to such Work Product, together with all IP rights embodied therein, shall be assigned by Vendor to RingCentral pursuant to Section 8.3 below.
-
- **8.3 Assignment of Work Product.** All Work Product shall be promptly communicated to RingCentral. As consideration for the compensation to be paid to Vendor under this Agreement, Vendor hereby assigns to RingCentral all of Vendor's rights, title and interest in and to all Work Product, and to any and all IP rights therein or relating thereto, including but not limited to all patents and copyrights which have been or may be obtained with respect to such Work Product, effective immediately upon their conception, origination, creation, preparation or discovery thereof and determined regardless of the medium of expression thereof. Vendor shall communicate to RingCentral or its representatives all facts known to it respecting any and all Work Product. Further, whenever requested, Vendor shall sign all lawful papers and otherwise perform all acts necessary or appropriate to enable RingCentral to obtain and enforce all available legal protections for all such Work Product in all countries. All Work Product shall become the exclusive property of RingCentral, and Vendor shall be deemed to have assigned and relinquished all rights, title and interest in and to such Work Product by virtue of this Section 8.3. All rights in, use of, and goodwill in all Work Product and all IP of RingCentral or rights therein or relating thereto shall inure solely to the benefit of RingCentral.

-
- **8.4 Vendor Pre-Existing Intellectual Property.** RingCentral acknowledges that Vendor may claim certain ownership rights in or to certain know-how, trade secrets, plans, designs and construction information, processes and flowcharts, formulas, manufacturing techniques, discoveries, inventions and ideas, product specifications, machinery, drawings, photographs, computer source codes, equipment, devices, tools and apparatus and any other engineering or other technical information that is in existence prior to the date of the Agreement, whether or not protected by law ("**Pre-Existing Intellectual Property**"). To the extent that any such Pre-Existing Intellectual Property is: (a) incorporated into the Work Product; and (b) has expressly been identified to RingCentral in writing prior to the commencement of any Services hereunder, such Pre-Existing Intellectual Property shall remain the property of Vendor, and Vendor hereby grants, on behalf of itself and its affiliates, to RingCentral and its Affiliates a royalty-free, fully paid-up, non-exclusive, unrestricted, unconditional, irrevocable, perpetual, worldwide right and license, with the right to sublicense, to use, execute, reproduce, display, perform, distribute copies of, modify and prepare derivative works based upon, such Pre-Existing Intellectual Property solely as may be necessary for RingCentral to use the Work Product, including but not limited to RingCentral's right to provide such Pre-Existing Intellectual Property, as embedded in final Deliverables comprising the Work Product, to other third parties. This right and license also includes the right to make, have made, use, sell, offer to sell, import and otherwise dispose of such Pre-Existing Intellectual Property under any patents that Vendor or any of its affiliates owns, controls or otherwise possesses a right to grant any rights thereunder or thereto.
-
- **8.5 No License to RingCentral Intellectual Property.** Nothing in this Agreement shall be deemed to grant any rights (whether express, or by way of implication or estoppel or otherwise) under any IP of RingCentral or any of its Affiliates.
-

9. Representations, Warranties and Conditionns

- **9.1 Right to Perform Services.** Vendor represents and warrants that: (a) it and, as applicable, all Subcontractors have the full right, power and authority – and possess all necessary or appropriate licenses, certifications, permits, and authorizations – to enter into this Agreement and perform the Services and its other obligations hereunder; (b) its execution of this Agreement 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 this Agreement o an SOW shall comply with all Laws and 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 this Agreement and any SOW on its behalf is duly authorized to do so and, upon such execution, Vendor shall be bound to this Agreement or the SOW, as applicable.

- **9.2 Warranty**
  - 9.2.1 All Product(s) are sold subject to the express warranty terms, if any, specified by the original equipment manufacturer ("OEM") of the Product(s). Vendor shall pass through all OEM warranty terms to RingCentral for purchased Product(s), for pass through by RingCentral to the Customer. Any software supplied to Customer in connection with the Product(s) is supplied subject to the provisions of the OEM's licensing terms.
  - 9.2.2 Vendor represents and warrants, for a period of ninety (90) days from delivery, unless such longer term is indicated in the applicable Order Form, SOW, or Vendor quote, that all Product(s) shall be provisioned in accordance with the terms of this Agreement (unless otherwise indicated by RingCentral in writing). If Vendor fails to provision in accordance this Agreement, then a return of such Product(s) shall be deemed a Warranty Claim (as defined in Section 8.3 (Warranty Claims and Other Returns) below), except that the remedies described herein for such a Warranty Claim pursuant to this subsection 8.2.2 shall be fulfilled only by Vendor with no involvement from OEM.
  - 9.2.3 Vendor represents and warrants that title to all Product(s) shall be free from all security interests, liens, and encumbrances at the time of delivery to Customer. The foregoing shall not be construed, and the Vendor does not provide, any warranty against infringement of a third-party intellectual property right. However, the OEM may provide such warranty directly to the Customer, and if permitted by OEM, Vendor shall pass such warranty to RingCentral, for pass through by Ring Central to the Customer, as set forth in Section 8.3 (Warranty Claims and Other Returns).
  - 9.2.4 Warranty Claims and Other Returns.
    - 9.2.4(i) Warranty Claims. RingCentral shall promptly notify Vendor if RingCentral's technical support resources have determined that a Product(s) supplied to Customer is defective in quality or functionality within the warranty period (the "Warranty Claim"), and Vendor shall be fully responsible for processing such claims. Upon receipt of notification of any Warranty Claim from RingCentral within the first ninety (90) days after receipt of the Product(s) by Customer, Vendor shall process such Warranty Claim

per OEM procedures and ensure prompt shipment of a replacement Product(s) to Customer. Replacement Product(s) may be new or used as directed by OEM. Claims made after the first ninety (90) days from receipt of the Product(s) by Customer are subject to the applicable return processing fee payable by RingCentral, and such return processing fee shall cover all shipping, handling, and processing of the return.

- 9.2.4(ii) For all Returned Product(s) (whether pursuant to a Warranty Claim or otherwise) RingCentral will, on the Customer's behalf, initiate an RMA, as defined below, request with Vendor that may be transmitted to Vendor through API or through Vendor 's portal at RingCentral's sole discretion. Following an RMA request, Vendor shall issue an RMA number and issue a shipping label to RingCentral via electronic exchange (an "RMA").
- 9.2.4(iii) Product(s) Return Procedures. Upon receiving a Returned Product(s) pursuant to this Section 8.3 (Warranty Claims and Other Returns), Vendor shall: (a) transmit via the API an order receipt confirmation to RingCentral along with the Returned Product(s)'s serial number and date received; (b) in the case of returns other than in connection with Warranty Claims, inspect as directed by the OEM; (c) in the case of Warranty Claims, initiate a warranty claim for the Product(s) with the OEM and, if within the first ninety (90) days after the Customer received the Product(s) or if after that time period but otherwise permitted by the OEM's warranty terms, provide Customer a replacement Product(s); and (d) clear all configuration data and other information.

- **9.3 Conflicts of Interest; Compliance with Laws.** Vendor represents and warrants that it shall not, during the term of this Agreement, accept any work or enter into any agreement or assume any obligation inconsistent or incompatible with Vendor's obligations under this Agreement or that might prevent, delay, or hinder its performance under this Agreement or any SOW. In performing its obligations under the agreement, the Vendor shall and shall ensure that each of its subcontractors shall comply with all applicable laws, statutes, regulations in force from time to time, including without limitations taking and take reasonable steps to ensure that there is no modern slavery or human trafficking in the Vendors or subcontractors supply chains or in any part of their business.
- **9.4 Vendor Anti-Corruption Laws Representations and Warranties**

- 9.4.1 Vendor understands that RingCentral is required to and abides by the United States Foreign Corrupt Practices Act of 1977, as amended, U.K. Bribery Act of 2010, and similarly applicable anti-corruption and anti-bribery laws (“Anti-Corruption Laws”) while working on behalf of RingCentral. Vendor represents and warrants that no one acting on its behalf will give, offer, agree or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value, including travel, entertainment, or gifts, to anyone as an inducement or reward for favorable action or forbearance from action or the exercise of influence (i) to any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies or public international organizations), (ii) to any political party, official of a political party, or candidate, (iii) to an intermediary for payment to any of the foregoing, or (iv) to any other person or entity in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as receiving a permit or license, or directing business to any person. Improper payments, provisions, bribes, kickbacks, influence payments, or other unlawful provisions to any person are prohibited under this agreement.
- 9.4.2 Vendor understands that RingCentral may immediately suspend payment, in its sole discretion and without notice, if the actions or inactions of Vendor become subject to an investigation, formal or informal, regarding potential violations of the Anti-Corruption Laws. Moreover, 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 this Agreement and any payments due thereunder, in its sole discretion and without notice.
- 9.4.3 Vendor warrants and covenants that all persons acting on its behalf will comply with all applicable laws in connection with all work on behalf of RingCentral, including but not limited to the Anti-Corruption Laws, and similar laws prevailing in the country(ies) in which Vendor has its principal places of business, performs work on behalf of RingCentral, and the Territory.
- 9.4.4 Vendor represents and warrants that none of its senior employees or any immediate family member of such senior employees, is presently (or has been recently) an official or employee of any foreign (non-U.S.) government, state-run or state-owned or controlled enterprise or entity, or political party, or a candidate for political or public office.

- 9.4.5 Vendor further warrants, represents, and covenants that should it learn or have reason to suspect any breach of the covenants in this Section, it will immediately notify RingCentral.
- 9.4.6 RingCentral shall be allowed reasonable access to the Vendor's books and records, and shall have the right to audit Vendor on a periodic basis and Vendor agrees to provide Anti-Corruption Laws compliance certificates to RingCentral, upon request.
- 9.4.7 Vendor agrees to fully indemnify RingCentral for any act or failure to act that result in an allegation, investigation (whether internal or government-initiated), or prosecution of RingCentral related to the Anti-Corruption Laws, including all such associated costs, fees, penalties, fines, consequential damages, settlements, and related financial incurrences of RingCentral.

- **9.5 Open Source.** Vendor hereby agrees, and shall cause its affiliates and Subcontractors to agree, not to incorporate, link, distribute or use any third party software or code in conjunction with any Work Product or Deliverable provided to RingCentral (if any) in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to any RingCentral software, including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third party any rights to or immunities under any RingCentral IP or proprietary rights. Without limiting the generality of the foregoing, neither Vendor nor any of its affiliates or Subcontractors shall incorporate, link, distribute or use, in conjunction with the Work Product or any Deliverable provided to RingCentral, any code or software licensed under the GNU General Public License ("GPL"), Lesser General Public License ("LGPL"), Affero GPL (AGPL), European Community Public License (ECPL), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause any RingCentral software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, Mozilla or such other open source license. Without limiting the generality of the foregoing, neither Vendor nor any of its affiliates or Subcontractors shall use any software or technology in a manner that will cause any IP owned or controlled by RingCentral or any of its Affiliates (or to or for which RingCentral or any of its Affiliates has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on http://www.opensource.org/licenses/alphabetical) (each an "**Open Source License**"). These restrictions, limitations, exclusions and conditions shall apply even if RingCentral or any of its Affiliates becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by

RingCentral or any of its Affiliates that is undertaken under this Agreement shall be construed as being inconsistent with the intent to not cause any IP owned or controlled by RingCentral or any of its Affiliates (or to or for which RingCentral or any of its Affiliates has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.

- **9.6 Work Product Representations and Warranties.** Vendor represents and warrants that: (a) the Work Product shall be an original work of Vendor and in performing the Services and furnishing Work Product; (b) Vendor has not transferred or assigned to any third party any proprietary rights in the Work Product; (c) no portion of the Work Product shall be subject to any lien, encumbrance, security interest, or other restriction of any nature; (d) Vendor has all rights necessary to grant to RingCentral licenses to Vendor's Pre-Existing Intellectual Property; (e) 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; (f) 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; (g) Vendor has complied with all Laws in acquiring or generating any and all Work Product; (h) 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 (h) 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', or employees' use thereof) shall: (i) violate any 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 this Agreement or any 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.

- **9.7 Services Warranty.** Vendor represents and warrants that all Services provided under this Agreement 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 9.5 in no way limits the other remedies available to RingCentral under this Agreement.

- **9.8 No Representations of Agency.** Vendor represents and warrants that it shall refrain from stating, representing, implying, suggesting, or otherwise communicating in any way that it has the authority or right to act, or is acting as, RingCentral's agent or is otherwise authorized to act on RingCentral's behalf or to bind, commit, or obligate RingCentral in any way. Vendor agrees that RingCentral and its inside or outside accountants, attorneys, or other advisors or agents may, upon ten (10) days' advance notice to Vendor, audit and inspect Vendor's documents, contracts, books, and records in order to determine whether Vendor's compliance with this Section 9.6.

- **9.9 Cease Services Orders.** Notwithstanding anything to the contrary herein, RingCentral shall, in addition to all other remedies under this Agreement or the applicable SOW, have the right to order Vendor to immediately cease or suspend providing the Services or otherwise performing under any SOW. Vendor represents and warrants that it shall immediately comply with any such order.

- **9.10 Tax Adjustments.** Vendor represents and warrants that it shall make all tax adjustments, withholdings, deductions, payments, and the like related to any payments made by RingCentral hereunder, as required by Law, and shall otherwise ensure compliance with all federal, state, or local tax laws relating to the amounts paid or payable by Vendor hereunder.

- **9.11 Disclaimer and Limitation of Liability.** EXCEPT AS OTHERWISE EXPLICITLY SET FORTH IN THIS SECTION 9, 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. EXCEPT FOR VENDOR'S OBLIGATIONS UNDER SECTIONS 6 (CUSTOMER CPNI AND CUSTOMER COMMUNICATIONS), 7 (CONFIDENTIALITY AND SECURITY), 8 (PROPRIETARY RIGHTS) 9 (REPRESENTATIONS, WARRANTIES AND CONDITIONS), AND 10 (INDEMNIFICATION), 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. RINGCENTRAL'S TOTAL

LIABILITY (ARISING OUT OF ANY SINGLE EVENT OR IN THE AGGREGATE), ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY SOW(S) SHALL BE LIMITED AND CAPPED IN ITS ENTIRETY TO THE AMOUNTS INCURRED UNDER THE PARTICULAR SOW UNDER WHICH THE LIABILITY AT ISSUE AROSE. 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 any costs of remediation, reporting, or notification arising out of any Security Incident, arising out of or in connection with:**
-
  - 10.1.1 facts, or alleged facts which, if proven, would constitute a breach by Vendor of any of the representations, warranties or covenants herein;
  -
  - 10.1.2 any other breach by Vendor or any of its personnel of any of Vendor's obligations under this Agreement;
  -
  - 10.1.3 the negligence or intentional misconduct of Vendor or any of its personnel;
-
  - 10.1.4 any obligation of the Vendor to provide workers' compensation benefits, employers' liability, or similar benefits;
  -
  - 10.1.5 any and all obligations imposed upon RingCentral or any of the RingCentral Affiliates resulting from Vendor or any of its personnel being determined not to be an independent contractor or being determined to be a co-employer, joint employer or employee of RingCentral or any Affiliate;
  -

- 10.1.6 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. Such indemnity terms will be added to this Agreement via amendment if they are not already included on the Effective Date, however adding the indemnity terms to this Agreement via amendment will not be considered a condition precedent required in order for RingCentral to have the benefit of the indemnity. 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;
- 10.1.7 the violation, infringement or misappropriation of any third-party intellectual property right by any of the: (a) Services, (b) Pre-Existing Intellectual Property licensed to RingCentral under this Agreement, 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 Intellectual Property, 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; and
- 10.1.8 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 under Section 10.1: (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 may approve or reject any counsel proposed or selected by Vendor in connection with the defense or settlement of any such claim, suit or action. 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. RingCentral shall have the right to withhold from any payments due to Vendor the amount of RingCentral's actual and projected costs of defending or settling any such claim or action, plus any other reasonable additional amounts, as security for the performance by Vendor of its obligations under this Section 10.

- **10.3 Substitution of Non-Infringing Items.** In the event that any of the Pre-Existing Intellectual Property licensed to RingCentral under this Agreement, 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 Intellectual Property, 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 this Agreement, at law or in equity.

11. Insurance.

Vendor shall maintain at its sole expense during the term of this Agreement: (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 occurrence; (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; (d) if Vendor will have access to PII 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 this Agreement. Vendor shall maintain such fidelity bond in the amount of not less than $1,000,000. Vendor shall have all

CGL and automobile liability insurance policies endorsed to name RingCentral Incorporated 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 in the policy. Insurance companies providing coverage under this Agreement must be rated by A-M Best with at least an A- VII rating.

12. Relationship of the Parties.

The Parties expressly intend and agree that: (a) Vendor is acting as an independent contractor and not as an agent, joint venturer, employee, or partner of RingCentral and nothing in this Agreement or any SOW shall create or be deemed to create any such relationship; (b) neither Party shall have or obtain the authority or right, whether express, implied, or otherwise, to assume or create any obligation, liability, commitment, or responsibility, express or implied, on behalf of, or in the name of, the other Party or to bind such other Party in any way; and (c) nothing in this Agreement or any SOW shall be construed as engaging or appointing Vendor as the sole provider of the Services or any other services or functions to RingCentral or restricting RingCentral from engaging other persons or entities to provide – or itself providing – the same or similar services or functions the Services or any other services or functions. Vendor understands and agrees that it shall not be entitled to any of the rights and privileges established for RingCentral's employees, including but not limited to medical, life insurance or disability coverage and paid vacation or sick pay. Vendor understands and agrees that RingCentral shall not pay or withhold from the compensation paid to Vendor any sums customarily paid or withheld for or on behalf of employees for income tax, unemployment insurance, social security, workers compensation, or any other payroll or similar employment withholding tax, insurance or payment, and all such payments as may be required by Law are the sole responsibility of Vendor. Vendor understands and agrees that RingCentral shall, when required, issue Vendor a Form 1099. Vendor shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Vendor's performance of the Services and receipt of fees under this Agreement. RingCentral shall have no responsibility for any of Vendor's debts, liabilities or other obligations or for the intentional, reckless or negligent acts or omissions of Vendor or Vendor's employees, agents, or Subcontractors.

13. Term and Termination

- **13.1 Initial Term.** This Agreement shall become effective on the Effective Date and shall remain in effect until terminated in accordance with this Section 13.
-

- **13.2 Termination for Convenience.** RingCentral may terminate this Agreement, or any SOW, at any time, with or without cause, effective immediately upon written notice to Vendor. Termination of this Agreement shall automatically terminate all SOWs. Termination of a SOW shall be effective only for the applicable SOW and shall not result in the termination of this Agreement.
-
- **13.3 Termination for Cause.** Vendor may terminate this Agreement if RingCentral breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the nature of the breach.
-
- **13.4 Consequences of Termination; Return of RingCentral Property.** Services to be performed pursuant to this Agreement shall cease immediately upon any termination of this Agreement. Upon expiration or termination of this Agreement or any SOW issued against it, if applicable, for any reason, 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. RingCentral's sole obligation shall be to pay Vendor in accordance with Section 2 (Compensation) the compensation due for Services completed before such expiration or termination.
-
- **13.5 Survival.** Those provisions, which by their nature are intended to survive the termination or expiration of this Agreement (including without limitation all limitations of liability, Vendor's indemnification obligations, and Vendor's obligations under Sections 6 and 7) , shall survive the termination or expiration of this Agreement.
-

14. Use of RINGCENTRAL Property.

Should RingCentral permit Vendor to use any of RingCentral's equipment, tools, or facilities during the term of this Agreement, Vendor shall be responsible for any injury to any person (including death) or damage to property (including RingCentral's) arising out of use of such equipment, tools or facilities whether or not such claim is based upon its condition or on the alleged negligence of RingCentral in permitting its use. Vendor shall take all necessary precautions to prevent injury to any persons (including employees of RingCentral) or damage to property (including RingCentral's property) during the term of this Agreement. Unless already so marked by RingCentral, Vendor shall identify and conspicuously mark all RingCentral property as belonging to RingCentral and, upon request, shall promptly furnish RingCentral with a list of all RingCentral property being held by Vendor.

15. Records and Tax Information.

During the term of this Agreement 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.

16. Order of Precedence.

Except as specifically provided otherwise in this Agreement, in the event of any conflict between this Agreement, and the other documents referenced herein, the following order of precedence shall be controlling: (a) this Agreement, (b) any exhibit hereto ("**Exhibit**(s)"), (c) any non-disclosure agreement between the Parties, (d) SOW, and (e) any RingCentral purchase order.

17. Taxes

- **17.1** Unless otherwise set forth in a SOW, all fees and other charges will be deemed to be inclusive of all sales, use, value-added, income, gross-receipts and other taxes, as well as all duties, excises, levies, assessments, and all shipping, freight, lading and transportation. Vendor will be responsible for and pay all taxes and shipping and transportation charges, however designated, which are levied or based on this Agreement. In the event that the Parties agree in a SOW that RingCentral will pay any applicable tax, shipping or transportation charges, Vendor will break out such charges on a line-item basis. RingCentral will have the right to require Vendor to contest within any imposing jurisdiction, at RingCentral's reasonable expense, any taxes or assessments that RingCentral deems to have been improperly imposed on RingCentral.
-
- **17.2** Notwithstanding the foregoing, if RingCentral is required by applicable Law to withhold taxes from any payment due Vendor, then the amount due to Vendor in respect to such payment shall be reduced by the amount of such withholding; then RingCentral will deliver to Vendor a tax withholding certificate or similar documentation reasonably satisfactory to Vendor evidencing payment of any such withholding. Upon receipt by Vendor of the tax withholding certificate, the portion of the invoice represented by the tax withholding certificate will be deemed fully paid.
-
- **17.3** If Vendor is a U.S. person or entity, to the extent any taxes are required by Law to be collected by Vendor, such taxes shall be separately itemized on the invoices to which they apply. Vendor acknowledges and agrees that federal and California withholding tax will apply to the total cost of Services performed in the United States and California and may apply to other amounts payable by RingCentral under this Agreement and RingCentral may withhold such taxes from payments due Vendor, unless Vendor provides proper certification that Vendor is exempt from federal backup withholding and California withholding (e.g. Form W-9

and California form 590). Upon execution of this Agreement and as requested by RingCentral from time to time; Vendor will provide RingCentral: (A) a copy of Vendor's W-9 "Request for Taxpayer Identification Number and Certification" form; (B) California Form 587 "Nonresident Withholding Allocation Worksheet"; and (C) any and all documentation required to certify that Vendor is a US person or entity, the tax payer identification provided is correct and that Vendor is not subject to backup withholding.

- **17.4** If Vendor is a non-U.S. person or entity, Vendor shall provide to RingCentral all documentation (including, without limitation, the necessary withholding application, form, or residency certificate) required for the application of any applicable Double Taxation Agreement. Such documentation shall be delivered promptly after RingCentral's request and it shall be true, correct and complete as of the date of the delivery. If valid documentation is not provided, the federal statutory withholding rate will be applied instead of the withholding rate provided by the applicable Double Taxation Agreement. Vendor acknowledges that California withholding will apply to Services performed in the State of California unless Vendor provides proper certification that it is exempt from California withholding (e.g., Form 590).

18. Work Authorization.

Vendor represents that, prior to commencing performance, it has verified employment authorization for each Vendor employee 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 employees who are providing services to RingCentral.

19. General Provisions

- **19.1 Notices.** All notices given by either Party under this Agreement must be in writing and delivered by postage prepaid certified or registered mail (return receipt requested), or by overnight courier or by email with confirmation of receipt. In addition, all material notices (e.g., notices of breach, nonpayment, breach of confidentiality, third party claims, etc.) under this Agreement or a SOW to RingCentral shall be emailed to Legal@ringcentral.com. Notices will be effective when delivered personally, or one (1) business day after being sent by an overnight courier, or three (3) business days after being sent postage prepaid by certified or registered mail, return receipt requested. Each Party may change its address by giving notice to the other Party of the new address.

- **19.2 Assignment**. Vendor shall not assign any of its rights or obligations under this Agreement without the express prior written consent of RingCentral; any attempted assignment in violation of the foregoing shall be void. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. At no additional cost and without the prior consent of Vendor, RingCentral shall have the right to assign this Agreement or any rights, obligations or interests under this Agreement to any Affiliate. RingCentral will notify Vendor in writing of any assignment pursuant to this section.
-
- **19.3 Injunctive Relief.** Vendor acknowledges that any breach of Sections 6, 7 or 8 of this Agreement 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.
-
- **19.4 Governing Law and Venue.** All matters arising in connection with or relating to this Agreement 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 this Agreement 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

RingCentral, Inc.

RingCentral UK Ltd.

RingCentral Australia Pty Ltd

Applicable Jurisdiction

State of California

Laws of England and Wales

Laws of New South Wales

Venue

State or Federal courts located in San Francisco or San Mateo, California

Courts in London, England

Courts in Sydney, Australia

- **19.5 Attorneys' Fees.** The prevailing Party in any litigation between the Parties relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and court costs, in addition to any other relief it may be awarded, from the non-prevailing Party.
- **19.6 Severability; Non-Waiver.** If any provision of this Agreement 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 this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement.
- **19.7 Headings.** The section headings appearing in this Agreement 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 this Agreement.
- **19.8 Entire Agreement; Modification.** This Agreement, together with the attached Exhibits, any non-disclosure agreement, and any SOW, constitutes the entire agreement between the Parties and supersedes all prior oral or written negotiations and agreements between the Parties with respect to the subject matter hereof. Any preprinted or other standard terms set forth on any Vendor order acknowledgment or other form will be deemed void and of no force or effect, irrespective of whether such form is countersigned by a representative of RingCentral. Subject to the foregoing, no modification or amendment of this Agreement (including any exhibit hereto) shall be effective unless in writing signed by both Parties.
- **19.9 Force Majeure.** A party shall not be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent such failure or delay is caused by or results from acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages or slowdowns or other industrial disturbances; compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo,

export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; shortage of adequate power or telecommunications or transportation facilities; or any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance. RingCentral may terminate this Agreement and/or any affected Statement of Work if such failure or delay continues for a period of thirty (30) days or more.

-

- **19.10 Counterparts; Facsimile.** 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 this Agreement when a duly authorized representative of each Party has signed a counterpart. The Parties may sign and deliver this Agreement by facsimile transmission or PDF. Each Party agrees that the delivery of this Agreement by facsimile or PDF shall have the same force and effect as delivery of original signatures and that each Party may use such facsimile or PDF signatures of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

-

ADDENDUM A
COMPENSATION AND REIMBURSEMENT

RingCentral shall pay to Vendor the hourly rates or firm fixed fee specified in the applicable SOW for performance of the Services. The specified rates and fees include all elements of cost including but not limited to direct labor, overhead, general and administrative expenses, any applicable taxes and profit other than out of pocket expenses authorized by RingCentral. Notwithstanding anything to the contrary, RingCentral's total payment obligation under this Agreement shall not exceed the aggregate total amount authorized in accordance applicable SOW(s) and RingCentral purchase order.

NOTE: When prices quoted and/or amounts invoiced will include applicable taxes, Vendor shall clearly identify, on the invoice, the type and rate of tax being applied, as well as the jurisdiction imposing the tax. Each invoice shall include a statement by the Vendor indicating that the Vendor’s overhead is included in the invoiced amount.

If applicable, RingCentral shall reimburse Vendor for reasonable and necessary out of pocket expenses pre-approved by RingCentral (in its sole discretion) in connection with its 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. The following costs shall not be charged to RingCentral: (a) local transportation costs of travel to and from RingCentral's offices, (b) local telephone service and calls; and (c) office staff and supplies used in the normal course of performing the Services. In no event shall RingCentral be liable for any "mark-up," surcharge, etc. with respect to any cost or expense invoiced. RingCentral's total payment obligation under this Agreement shall not exceed the aggregate total amount authorized in accordance with SOW(s).

All amounts invoiced must be itemized and described with specificity.

To support payment for Services provided on an hourly basis, each invoice submitted therefore shall state that the number of hours by individual and labor category set forth therein was the actual number of hours expended by each individual during the period for which the invoice is submitted, and that all out of pocket expenses for which reimbursement is requested were properly incurred in the performance of the Services. All out of pocket expenses incurred in the performance of the Services and for which reimbursement is requested must be properly approved in advance. All taxes applied shall be specifically identified by rate and jurisdiction imposing the tax.

Invoices. Vendor shall be paid only upon the timely submission of invoices to RingCentral. Invoices not submitted in a timely manner may be subject to delay or rejection. For Services provided on an hourly basis, invoices shall be submitted on a monthly basis for Services performed the prior month. For Services provided on a firm fixed fee basis, invoices shall be submitted pursuant to the schedule set forth in the individual SOW. All invoices shall be submitted to the mailing address or email address (preferred) set forth below:

- RingCentral, Inc.
- Attn: Accounts Payable
- 20 Davis Drive
- Belmont, CA 94002
- -or-
- invoices@ringcentral.com
-

- Invoice inquiries shall be submitted to Accounts Payable at: ap@ringcentral.com
-

All invoices shall reference the applicable, applicable SOW, and RingCentral's applicable purchase order number, and shall contain the information and supporting documentation specified in this Addendum A. RingCentral shall pay all properly submitted and undisputed invoices within thirty (30) days after receipt of such invoice. Invoices received more than 90 days after Services have been performed or accepted, if required, will be rejected and not subject to payment by RingCentral.