RINGCENTRAL PURCHASE ORDER TERMS AND CONDITIONS

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Prior version

These **RingCentral Purchase Order Terms & Conditions ("Terms")** govern the purchase of goods, including products, equipment, hardware, software, merchandise and materials (**"Products"**) and services (**"Services"**) by RingCentral, Inc. or its affiliates (**"RingCentral"**) under purchase orders issued by RingCentral (each a **"Purchase Order"**) to the vendor entity identified in the Purchase Order (**"Vendor"**), and together with the Purchase Order, form a binding agreement (**"Agreement"**), between RingCentral and Vendor. Notwithstanding the foregoing, if RingCentral and Vendor have mutually signed a separate written agreement governing the purchase of the Products or Services specified in a Purchase Order (**"Parent Agreement"**), then the Parent Agreement shall apply to those Products or Services.

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 Agreement and are void. Any online terms or agreement that RingCentral 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", is not deemed a Parent Agreement, and will not replace, supplement or amend any portion of the Agreement.

These Terms are deemed accepted by (i) Vendor's commencement of performance of the Services, (ii) Vendor's shipment of any Products specified in a Purchase Order, or (iii) any other indication of Vendor's agreement to a Purchase Order, whichever occurs first.

1. Shipment and Delivery. Unless otherwise specified in a Purchase Order, all shipments shall be DDP (Incoterms 2010) to RingCentral's ship to location specified in the Purchase Order. Title and risk of loss will transfer from Vendor to RingCentral at the delivery destination. Vendor will package and ship Products in accordance with RingCentral's instructions, and if none are provided, then according to good commercial practice to protect Products from loss or damage. Vendor shall observe the requirements of any local laws and regulations relating to hazardous work, including, with respect to its accompanying information, packing, labeling, reporting, carriage, and disposal. Vendor shall deliver Products and Services strictly in accordance with the

Purchase Order. Any delays shall be reported promptly to RingCentral with a proposed new delivery date and expedited shipping at Vendor's expense. RingCentral may (a) cancel the Purchase Order for delayed Products that are not yet delivered, or (b) source replacements from another vendor, at Vendor's reasonable expense. RingCentral may reschedule or change the delivery destination for Products, or change the Services, under a Purchase Order at no change in cost to RingCentral unless the requested change materially increases or decreases the cost to Vendor, in which case the parties will negotiate an appropriate adjustment. Vendor will not unreasonably withhold or delay agreement to any change requested by RingCentral. Where Vendor is responsible for importing or exporting Products, Vendor shall obtain all necessary authorizations and permits to fulfill all applicable government requirements for shipment. Vendor will provide RingCentral with any information reasonably requested regarding the importation, exportation, or distribution of Products.

2. Inspection, Acceptance and Rejection. RingCentral may inspect Products and Services upon delivery and in accordance with any acceptance criteria. Unless otherwise agreed, Products and Services not rejected within thirty (30) days will be deemed accepted, however, RingCentral's payment for Products or Services shall not be deemed acceptance. RingCentral may reject all or any portion of defective Products or nonconforming Services. If RingCentral rejects any portion of the Products or Services, RingCentral may: (a) return rejected Products for a prompt replacement, at Vendor's sole cost and expense (including shipping costs); (b) return rejected Products with no further liability for payment and/or seek a refund of any payments made under the Purchase Order; or (c) accept the Products at a reasonably reduced price. If Vendor fails to timely deliver replacement Products, RingCentral may source replacements from another vendor, at Vendor's reasonable expense. Any inspection or other action by RingCentral under this Section shall not reduce or otherwise affect Vendor's obligations under the Agreement, and RingCentral shall have the right to conduct further inspections after Vendor has carried out its remedial actions.

3. Payment. RingCentral will pay Vendor the price set forth in the Purchase Order ("Price") 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 of Products or Services by submitting properly prepared invoices to invoices@ringcentral.com. Properly prepared invoices will include at a minimum the Purchase Order number, complete bill-to address, product part numbers and quantities, description of Products or Services, unit prices, applicable tax or other charges, and extended totals. Taxes are not included in the Price 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 at any time 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. Invoice inquiries shall be submitted to ap@ringcentral.com.

4. General Representations and Warranties. Vendor represents and warrants that (i) all Products and Services shall be free and clear of all liens, security interests or other encumbrances; and (ii) not infringe or misappropriate any third party's patent or other intellectual property rights. All warranties set forth in these Terms are cumulative and in addition to any other warranty provided by law or equity.

5. Products. Where Products are delivered by Vendor to RingCentral under a Purchase Order, the terms in this Section shall apply. For clarity, “Products” does not include Deliverables provided by Vendor to RingCentral under these Terms.

a) License. Vendor grants to RingCentral, its affiliates, distributors, and end users a perpetual, irrevocable, non-exclusive, worldwide, fully paid-up, royalty-free license to use, modify, sell, offer for sale, import, and otherwise dispose of the Products, including any bug fixes, updates, or upgrades developed by Vendor for the respective Products. These Terms do not grant any license, right, or interest in any trademark, trade name, or service mark of either party. Neither party will alter or modify any proprietary rights notices on the other party’s IP.

b) Product Warranty. Vendor warrants to RingCentral and its customers that Products will be (i) new, unused, and not refurbished at the time of delivery; (ii) 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 (iii) 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. The foregoing warranties are in addition to all other warranties, whether express or implied, and will survive delivery, inspection, acceptance, or payment by RingCentral. Vendor assigns and passes through to RingCentral any and all third-party manufacturers’ and licensors’ warranties and indemnities for Products.

c) Defective Products. During the Warranty Period, Vendor will, at its expense, including but not limited to transportation charges for the return of defective products to Vendor and the delivery of repaired or replacement Products to RingCentral, and at RingCentral’s option: (i) replace or repair nonconforming product and re-deliver such repaired or

replaced Product to RingCentral within a commercially reasonable timeframe agreed to by RingCentral; (ii) refund the Product purchase price within 30 days of receiving RingCentral's notice of nonconforming product; or iii) reimburse RingCentral for the reasonable cost to have the Product repaired within 30 days after receiving RingCentral's invoice. Vendor is responsible for all costs, damages, and liabilities incurred by RingCentral as a result of a nonconforming product. Vendor will warrant replacement Product for the longer of 90 days following RingCentral's acceptance of the replacement Product or the remainder of the original Product's Warranty Period.

6. Services. Where Services and/or Deliverables are delivered by Vendor to RingCentral under a Purchase Order, the terms of this Section shall apply.

a) Intellectual Property Rights. **"Intellectual Property"** 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 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 a Purchase Order. **"Deliverable"** means all Intellectual Property and other materials uniquely created or developed for RingCentral under a Purchase Order; provided, however, 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.

b) Ownership. Each party shall own its Pre-Existing IP. 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 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. Vendor shall ensure that Vendor personnel engaged under a Purchase Order shall comply with the requirements of this Section.

c) 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 is otherwise necessary for the use of the Deliverables, Vendor hereby grants to RingCentral 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.

d) Services Warranty. Vendor warrants to RingCentral and its customers that Vendor shall: (i) perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement; (ii) maintain all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services; and (iii) comply with RingCentral's rules, regulations and policies, including safety, security, and code of conduct requirements and policies. Vendor shall maintain complete and accurate records relating to the provision of the Services under the Agreement, including records of the time spent and materials used by Vendor in providing the Services in such form as RingCentral shall approve.

e) Deliverables. Vendor shall: (i) develop, test, and deliver to RingCentral all Deliverables in accordance with the applicable Purchase Order and RingCentral's specifications, and, if requested by RingCentral, provide RingCentral with supporting documentation evidencing Vendor's testing, and all assistance necessary for RingCentral to fully inspect the Deliverables; (ii) provide all materials, equipment, and personnel necessary for performing the Services unless stated otherwise in the Purchase Order; and (iii) provide RingCentral with status reports regarding Vendor's progress on Deliverables, at the frequency requested by RingCentral.

f) Non-Conforming Services. Notwithstanding RingCentral's acceptance of any Services, if the Services do not meet the applicable warranties or other criteria under these Terms, at RingCentral's option, RingCentral may (i) require Vendor to re-perform the non-conforming Services at no charge to RingCentral; (ii) re-perform or have a third party chosen by RingCentral re-perform the non-conforming Services, and charge Vendor the reasonable cost of this re-performance; (iii) accept the non-conforming Services and obtain a reduction in price; or (iv) reject the non-conforming Services and obtain a refund from Vendor for all amounts paid for these Services.

g) Change Orders. RingCentral may at any time, by written instructions and/or drawings issued to Vendor (each a **"Change Order"**), order changes to the Services. Vendor shall, within 3 days of receipt of a Change Order, 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 the performance deadlines under the Agreement.

h) Permitted Subcontractors. Vendor shall obtain RingCentral's written consent, which shall not be unreasonably withheld or delayed, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Vendor, other than Vendor's employees, to provide any Services to RingCentral (each such approved subcontractor or other third party, a **"Permitted Subcontractor"**). RingCentral's approval shall not relieve Vendor of its obligations under the Agreement, and Vendor shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with the Agreement as if they were Vendor's own employees. Nothing contained in the Agreement 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.

i) Background Checks. Where Vendor personnel, including Permitted Subcontractors: (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, and to the extent permitted and conducted in accordance with applicable laws, Vendor shall perform, at a minimum, 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 Agreement. 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.

7. Confidential Information. All non-public, confidential, or proprietary information of RingCentral, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by RingCentral to Vendor, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Agreement is confidential, solely for the purpose of performing the Agreement and may not be disclosed or copied unless authorized in advance by RingCentral in writing. Upon RingCentral's request, Vendor shall promptly return all documents and other materials received from RingCentral. RingCentral shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Vendor at the time of disclosure; or (c) rightfully obtained by Vendor on a non-confidential basis from a third party.

8. Data Protection. To the extent that personal, sensitive or RingCentral customer data is processed by Vendor under the Agreement, Vendor agrees to comply with RingCentral's privacy and security requirements available at https://www.ringcentral.com/legal/vendor-dpa.html as they may be updated by RingCentral from time to time.

9. Leads and Marketing Lists. To the extent that Vendor provides any personal data of individuals or business contacts to RingCentral under the Agreement, Vendor agrees to comply with the additional terms described in Annex I.

10. Event Sponsorship. To the extent that the Agreement covers RingCentral's participation at an event organized by Vendor, including participation as a sponsor ("Event"), Vendor agrees to the additional terms described in Annex I and Annex II.

11. General Indemnification. Vendor shall defend, indemnify and hold harmless RingCentral and RingCentral's subsidiaries, affiliates, successors and assigns, and their respective directors, officers, shareholders, employees agents and subcontractors (collectively, **"Indemnitees"**) against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, **"Losses"**) arising out of or occurring in connection with the Products and Services purchased from Vendor or Vendor's negligence, willful misconduct or breach of the Agreement. Vendor shall not enter into any settlement without RingCentral's prior written consent.

12. Intellectual Property Indemnification. Vendor shall, at its expense, defend, indemnify and hold harmless RingCentral and any Indemnitee against any and all Losses arising out of or in connection with any claim that RingCentral's or Indemnitee's use or possession of the Products or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Vendor enter into any settlement without RingCentral's or Indemnitee's prior written consent.

13. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR (I) INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND; OR (II) LOSS OF BUSINESS OPPORTUNITIES, PROFITS, OR GOODWILL, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHER LEGAL THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. ADDITIONALLY, EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF EACH PARTY UNDER THE AGREEMENT SHALL NOT EXCEED THE GREATER OF THE AMOUNTS PAID OR PAYABLE TO VENDOR UNDER THE PURCHASE ORDER AND

$100,000.00. THE LIMITATIONS UNDER THIS SECTION WILL NOT APPLY TO: (A) RINGCENTRAL'S PAYMENT OBLIGATIONS; (B) VENDOR'S INDEMNIFICATION, CONFIDENTIALITY AND DATA PROTECTION OBLIGATIONS; (C) EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS; OR (D) EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE ANY LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

14. Insurance. During the term of the Agreement, Vendor shall maintain, at its own expense: (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 personal data or RingCentral 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 Permitted Subcontractors are providing Services on RingCentral premises, a fidelity bond (which includes third party liability) insuring against the dishonest act(s) committed by such employees and subcontractors assigned to RingCentral's premises under the Agreement. 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 30 days prior to cancellation of or any change affecting the required coverage and/or limits in the policy. Insurance companies providing coverage under the Agreement 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 Agreement.

15. Compliance with Laws. Vendor and its personnel will comply with all applicable laws and regulations, including those identified in these Terms and any other applicable anti-bribery laws,

conflict minerals laws, employment laws, import/export laws of all countries involved in the sale of Products under the Agreement or any resale of Products by Vendor, materials disposal laws, and Data Protection Laws. Vendor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement. Vendor assumes all responsibility for shipments of Products requiring any government import clearance. Vendor shall comply with the RingCentral Vendor Code of Conduct available at https://www.ringcentral.com/legal/vendor-code-of-conduct.html, as may be updated from time to time.

16. Termination. In addition to any remedies that may be provided under these Terms, either party may terminate the Agreement upon written notice if the other party (i) materially breaches any other provisions of the Agreement and fails to remedy that breach within 30 days after such written notice; (ii) breaches it confidentiality obligations; (iii) the other party 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; or (iv) if an applicable law or an applicable government or court order prohibits either party's performance of the Agreement. RingCentral may terminate the Agreement for convenience on written notice to Vendor at no cost to RingCentral, except on the portion of Products and Services received and accepted by RingCentral delivered or completed before the termination date. If RingCentral terminates the Agreement for any reason, Vendor's sole and exclusive remedy is payment for Products and Services received and accepted by RingCentral prior to the termination.

17. Governing Law and Venue. All matters arising in connection with or relating to the 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 the 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	GOVERNING LAW	VENUE

RingCentral, Inc. RingCentral Florida, LLC RCLEC, Inc.	Laws of the State of California	State or Federal courts located in San Francisco or San Mateo, California
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

18. General.

a) Audit. Vendor will maintain complete and accurate records relating to the Agreement. From the effective date of the Purchase Order until one year after the date of delivery of all Products and completion of all Services, RingCentral or its third-party auditor may audit Vendor's relevant records to confirm compliance with the Agreement.

b) Publicity. Vendor shall not make use of any RingCentral trademark, trade name, or logo, or publicize or disclose the existence or terms of the Agreement to any third party by any method including but not limited to any news release, advertisement, publicity or promotional material.

c) 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 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 Agreement with immediate effect if the event continues for 30 consecutive days or more.

d) Assignment. Neither party will assign the Agreement, in whole or in part, without the prior written consent of the other party. The Agreement will be binding upon and inure to the benefit of each party's successors and any permitted assigns.

e) No Third Party Beneficiaries. RingCentral and Vendor agree that there will be no third-party beneficiaries to the Agreement.

f) Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement 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.

g) Notices. Any notice required or permitted by the Agreement will be in writing and in English and effective upon receipt, when sent to the other party's primary contact by confirmed e-mail, delivered in person or mailed, postage prepaid, to the address of the party specified above. Notices of breach or termination must be addressed to the other party's legal department and the address for notices to RingCentral's legal department is legal@ringcentral.com.

h) Severability and No Waiver. No failure of either party to enforce any rights under the Agreement will act as a waiver of such rights. If one or more provisions of these Terms are held unenforceable, such provision(s) will be excluded from the Agreement and the balance of the Agreement will remain enforceable.

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

j) Modifications. The Agreement may not be modified without the prior written consent of both parties.

k) Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement.

l) Entire Agreement. The Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes any prior written or oral agreements between the parties.

m) Order of Precedence. In the event of any conflict between these Terms and the Purchase Order, precedence will be given to these Terms and the attached Annex I and Annex II, as applicable. Notwithstanding the foregoing, the terms of a Purchase Order may prevail for the purposes of that Purchase Order is (i) the Purchase Order expressly identifies and supersedes or modifies a provision in these Terms and such Purchase Order is issued or signed by RingCentral.

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Annex I
Leads and Marketing Lists

1. Vendor represents and warrants that, throughout the term of the Agreement: (i) Vendor has the right to disclose the Marketing List to RingCentral for the purposes of RingCentral's direct marketing communications to the data subjects on the Marketing List as further described in the Agreement; (ii) that the Marketing List disclosure will not infringe upon any Applicable Laws; (iii) that the Marketing List disclosure will not infringe, breach, or otherwise violate the terms and conditions of the Agreement; and (iv) that the use of the Marketing List by RingCentral or its Affiliates in accordance with the terms of the Agreement will not cause RingCentral or its Affiliates to breach any Applicable Laws. "Applicable Laws" means all laws relating to processing of personal data, privacy, and telemarketing that may exist in any relevant jurisdiction, such as the General Data Protection Regulation (EU 2016/679), California Consumer Privacy Act, California Privacy Rights Act, Privacy and Electronic Communications Directive 2002/58/EC, Privacy and Electronic Communications Regulations (UK PECR), Personal Information Protection and Electronic Documents Act, CAN-SPAM Act, Telephone Consumer Protection Act, Telemarketing Sales Rule, and any other laws 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. "Marketing List" means the contact information of individuals (e.g., name, phone number, email address, job title, etc.) provided in whatever format by Vendor to RingCentral under the Agreement.

2. Vendor represents and warrants that, prior to disclosing the Marketing List to RingCentral, Vendor has ensured that:

(i) all notices required by Applicable Laws have been provided to the 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 applicable, all such notices will inform individuals at the time of first communication of their rights to opt-out under Applicable Laws;

(ii) all valid consents required by Applicable Law have been obtained, and appropriately recorded, in order for RingCentral to use the Marketing List in accordance with the terms of the Agreement, and such consent names RingCentral as maybe required by Applicable Laws;

(iii) none of the individuals whose details are contained in the Marketing List have objected to the disclosure of their data to third parties such as RingCentral, or have asked for their data to be erased or its processing restricted;

(iv) the Marketing List has been screened against the relevant suppression file operated by the applicable national registry of preferences or the do not call registry operated by the applicable government agency, to remove individuals who have opted out of the relevant direct marketing, pursuant to Applicable Laws;

(v) the use of the Marketing List by RingCentral pursuant to the Agreement will not cause RingCentral to breach any Applicable Laws;

(vi) where Vendor has not collected any information contained in the Marketing List directly from the individuals but from a third party, that third party has agreed and is validly bound by terms similar to this Annex I.

3. Opt-Out. If an individual whose information is included in the Marketing List withdraws consent or otherwise opts-out during the term of the Agreement, the Vendor shall notify RingCentral promptly.

4. Assistance. Vendor agrees to provide RingCentral, within such timescales as RingCentral may reasonably specify, with such assistance as RingCentral may require to demonstrate Vendor's compliance with the terms of this Annex I, including, but not limited to providing copies of notices provided or policies posted and copies or other evidence of the consent obtained.

5. Indemnification. Vendor shall defend, indemnify, and hold harmless RingCentral, its officers, directors, Affiliates, and employees from and against any and all liabilities, penalties, damages, losses, expenses, demands, claims, suits or judgments, including all solicitors' or attorney's fees, costs and expenses arising from: (i) Vendor's breach or non-compliance with the requirements set forth under this Annex I; (ii) any breach of, or non-compliance with, Applicable Laws resulting from the Vendor's provisioning of the Marketing List to RingCentral; and (iii) any breach of or

non-compliance with Applicable Laws, resulting from RingCentral's use of the Marketing List pursuant to the Agreement.

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Annex II
Event Sponsorship Rider

The terms of this Event Sponsorship Rider shall apply to an Event, as defined in the Agreement. If the parties have signed a separate agreement for the Event (**"Event Agreement"**), this Event Sponsorship Rider and the terms of the Agreement, shall modify and/or supplement the terms of the Event Agreement and shall be considered a part of the Event Agreement as of the effective date of the Event Agreement. In the event of a conflict between this Rider and the Event Agreement, this Rider and the terms of the Agreement will control.

1. Cancellation and Changes to Event. If Vendor cancels the Event or changes the date of the Event or location for any reason, Vendor will provide a prompt and full refund of any payments made by RingCentral for the Event. RingCentral will make commercially reasonable efforts to accommodate any changes to the date and/or location of the Event, however, RingCentral may terminate the Agreement and seek a full refund with no further liability.

2. Payment. RingCentral will pay Vendor the fees for the Event within sixty (60) days of receipt of a properly prepared invoice except for any amounts disputed by RingCentral in good faith.

3. Event Attendee List(s). Vendor represents and warrants that the list of Event attendees provided to RingCentral shall contain US-only leads that are sourced in compliance with all applicable laws, including applicable data protection legislation, and that any necessary notices are provided to the attendees with respect to the collection, use, processing and disclosure of the attendees' data. Vendor shall indemnify RingCentral against any third-party claims resulting from breach of this warranty.

4. Publicity; Marks; Branding Guidelines. Vendor shall comply with RingCentral's then-current guidelines regarding use of its trademarks, trade names, service marks and/or other intellectual property (**"RC Marks"**) which may be found at https://partners.ringcentral.com/content/PublicFile/RingCentral_Co-Branding_Guidelines.pdf and https://www.ringcentral.com/company/brandlibrary.html. Vendor shall immediately cease using any RC Marks upon the earlier of the termination of the Agreement or the completion of the Event.

5. Force Majeure. Cancellation of the Event pursuant to a force majeure event as defined in the Agreement will result in the immediate refund of all payments made by RingCentral for the Event.

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