

University of California (UC)
Purchasing Agreement # 2022003385

for

Telecommunication Services
(Cloud VoIP)

with

RingCentral, Inc.

Effective: August 31, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center (“ESC”), and RingCentral, Inc. effective August 31, 2022:

- I. Executed Purchasing Agreement
- II. Supplier’s Response to the RFP, incorporated by reference.



The Agreement to furnish certain cloud computing services described herein and in the documents referenced herein (“Goods and/ or Services”), is made by and between The Regents of the University of California, a California public corporation (“UC”) on behalf of the University of California, and **RingCentral, Inc.** (“Supplier”). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

The terms and conditions of this Agreement will supersede and take precedence over those of any pre-existing agreement between any UC Location and Supplier as of the Effective Date of this Agreement. For purposes of this Agreement, a UC Location shall include but not be limited to all current and future UC Locations of the University of California and its Affiliates as further detailed at <https://www.universityofcalifornia.edu/uc-system/parts-of-uc>.

1. Statement of Work

Supplier agrees to provide the Goods and/or Services described in the statement of work attached as **Attachment D** (“UC Statement of Work”) and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The Agreement is effective on the date of the final signature below (“Effective Date”). The initial term of the Agreement will be for 5 years after the Effective Date (Initial Term), and is subject to earlier termination as provided below.
- b) UC may renew the Agreement for 5 successive 1-year periods (each, a Renewal Term), by providing Supplier with at least 30 calendar days’ written notice before the end of the Initial Term or any Renewal Term.
- c) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days’ written notice.
- d) UC or Supplier may terminate the Agreement for cause by giving the other party at least 30 days’ notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Scope of Agreement

- a) If Supplier eliminates any functionality of any of the Goods and/or Services provided under this Agreement and subsequently offers that functionality in other or new products (whether directly or indirectly through agreement with a third party), then the portion of those other or new products that contain the functionality in question, or the entire product if the functionality cannot be separated out, will be provided to UC at no additional charge and under the terms of this Agreement, including technical support. If Supplier incorporates the functionality of the Goods and/or Services provided under this Agreement into a newer product and continues to offer both products, UC may, in its sole discretion, exercise the option to upgrade to the newer product at no additional cost. Regardless of whether the functionality of the Goods and/or Services is impacted, Supplier will notify UC of any name changes in any Goods and/or Services within the earlier of thirty (30) calendar days of such change or thirty (30) calendar days of when UC asks whether Supplier has made any name changes in the Services.

4. Rights and License In and To UC Data

- a) UC retains the right to use the Goods and/ or Services to access and retrieve Institutional Information (as defined in the UC Appendix – Data Security) stored on Supplier’s Services infrastructure at any time at UC’s sole discretion. If UC requests the Institutional Information from Supplier, Supplier will provide UC with copies within forty-eight (48) hours after receipt of a request from UC, and will cooperate with UC’s reasonable requests in connection with its response.
- b) Supplier will return all Institutional Information to UC in a commonly used, non-proprietary, and mutually agreed upon format.



5. Purchase Order

- a) Unless otherwise provided in this Agreement, Supplier may not begin providing Goods and/ or Services until UC approves a Purchase Order for the Goods and /or Services.
- b) The specific details of the Goods and/ or Services to be purchased by each individual UC location will be set forth in Supplier's order form (each, an "Order Form"). References to "UC" in the terms and conditions will be references to the UC location identified in the applicable Order Form, except where context provides otherwise. In the event of a conflict or inconsistency between the Agreement and an Order Form, the conflicting or inconsistent term in the Order Form will not be considered an amendment to the Agreement but the conflicting term in the Order Form will only apply to that individual Order Form. This Agreement will be deemed to constitute the binding agreement between such UC location and Supplier, and Supplier will provide Goods and/ or Services to such UC location in accordance with the terms of the Agreement.
- c) The terms of this Agreement will cover purchase and use of the Goods and/or Services by any UC Location.

6. Pricing, Invoicing Method, Settlement Method and Terms

- a) Refer to Statement of Work or Purchase Order for Pricing.
- b) For systemwide agreements, each UC Location will specify the invoicing, payment, catalog and ordering options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. Each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be. Supplier agrees to work with individual UC Locations to establish processes aligned with each Locations' needs to place orders, submit invoices and to receive payment.
- c) All invoices must clearly indicate the following information. Individual UC Locations reserve the right to require additional information be included on invoices for their Location;
 - i. California sales tax (if applicable) as a separate line item;
 - ii. UC Purchase Order or Release Number;
 - iii. UC department name, and department contact name, phone and email;
 - iv. Internal UC department recharge account number for each individual subscriber
 - v. Description, quantity, catalog number and manufacturer number of the item ordered;
 - vi. Net cost of each item;
 - vii. Any pay/earned/dynamic discount;
 - viii. Purchasing card information, if applicable;
 - ix. Payment remittance instructions
 - x. Reference to original order number for all credit memos issued;
- d) Supplier will prepare invoices reflecting charges at either the individual department level or the consolidated UC Location level, as needed and identified by each UC Location.
- e) Consolidated UC Location invoices must be provided electronically in Excel, .txt, .csv, or similar format, at a UC Location's discretion, and provide all the same information as individual department invoices.
- f) Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.
- g) If an invoiced amount is disputed in good faith by UC then UC will work with the Supplier to resolve the dispute. UC will provide written notice to Supplier within a reasonable time of the invoice date, identifying the reason for the dispute and the amount being disputed. UC may suspend the payment of all disputed amounts until the dispute is resolved and will not unreasonably delay payment of the undisputed portion of the invoice. All of Supplier's obligations will continue unabated until dispute resolution upon resolution, UC must pay any validly invoiced unpaid amounts within thirty (30)



days. Any amounts that are found to be in error resulting in an overpayment by the UC will be applied as a billing credit against future invoices.

- h) If any administrative issues arise between Supplier and any UC Location, they will not affect any other UC Location.
- i) The Services will be available for UC purchase, at UC's sole discretion, during the term of the Agreement as stated herein. During the Initial Term and any Renewal Terms, the Per Unit pricing for all Services may not exceed those stated in Attachment E, Exhibit 1 (Pricing). The prices in these Exhibits are the UC net price. Administrative fees that Supplier is entitled to pass on to its customers as a surcharge pursuant to applicable law may be increased on thirty (30) days' written notice.

7. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	Monte Ratzlaff
Phone	510 987 0858
Email	Monte.Ratzlaff@ucop.edu
Address	1111 Franklin Street, Oakland, CA 94607

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

Name	Noelle Vidal
Phone	510 987 0725
Email	Noelle.Vidal@ucop.edu
Address	1111 Franklin Street, Oakland, CA 94607

To UC, regarding contract issues not addressed above:

Name	Roshni Pratap
Phone	310 287 3376
Email	Roshni.pratap@ucop.edu
Address	1111 Franklin Street, Oakland, CA 94607

To RingCentral, for general legal notices:

Name	Legal Department
Phone	N/A
Email	legal@ringcentral.com
Address	20 Davis Drive, Belmont, CA 94002

To RingCentral, regarding HIPAA/BAA issues:



Name	Legal Department
Phone	N/A
Email	HIPAA@ringcentral.com
Address	20 Davis Drive, Belmont, CA 94002

To RingCentral, regarding contract issues not addressed above:

Name	Theresa Runkle
Phone	650-781-6171
Email	theresa.runkle@ringcentral.com
Address	20 Davis Drive, Belmont, CA 94002

8. Insurance

Supplier shall deliver the PDF version of the Certificate of Insurance to UC's buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – RingCentral, Inc.

9. Cooperative Purchasing

Supplier agrees to extend the terms of this Agreement to Participating Agencies (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners, Public Sector under the terms of this Agreement subject to Section 15.F below, the terms of which shall be controlling. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC's responsibility except as outlined in the above referenced Request for Proposal "RFP 01757-Jan2020 – UC Systemwide RFP for Telecommunication Services." Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual participating agencies will be addressed, administered, and resolved by each Participating Agency.

10. Prevailing Wages

Supplier is not required to pay prevailing wages when providing the Services.

11. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 04/05/2021 are hereby amended as follows:

ARTICLE 2 –TERM AND TERMINATION

Article 2.D. is amended to read in full as follows:

- D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within thirty (30) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby

ARTICLE 3 –PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS is amended to read in full as follows:

Pricing is set forth in the Agreement or PO, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix (<https://www.ucop.edu/procurement->



[services/procurement- systems/supplier-invoicing,-terms-and-settlement-matrix.html](#)). UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or PO number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or PO. Unless otherwise negotiated with the UC, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any late fees, interest or surcharges Supplier wishes to impose in the event of a late payment by UC.

ARTICLE 4 –INSPECTION is amended to read in full as follows:

The Goods and/or Services furnished will be exactly as specified in the Agreement or UC Location specific Statement of Work, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 –ASSIGNED PERSONNEL; CHARACTER OF SERVICES is amended to read in full as follows:

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel, and supplies sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such Locations as UC may so require. Supplier will devote only its best- qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will promptly remove such personnel from providing Services and those individuals will not again be assigned to provide Services without UC's written permission. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 –WARRANTIES is amended as follows:

Article 6.D Web Accessibility Requirements deleted and replaced with the following:

- D. Accessibility Requirements. As applicable to the Supplier with respect to Goods and/or Services being provided under the Agreement, Supplier warrants that:
1. It complies with California and federal disability laws and regulations including Section 255 of the Telecommunications Act of 1996; and
 2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0 AA.
 3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services to the extent required by law.

Article 6 E. General Accessibility Requirements is deleted in its entirety.

Article 6 F. Warranty of Quiet Enjoyment is deleted in its entirety

Article 6J Outsourcing (Public Contract Code section 12147) Compliance deleted and replaced with the following: Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers



who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

Article 6K deleted and replaced with the following :Supplier warrants that the Goods and Services rendered under this Agreement will not require Supplier to use for UC, or provide to UC to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204.25.

Supplier will provide notice to the UC of any changes to this warranty regarding NDAA Section 889 as required per FAR Section 52.204-25.

ARTICLE 7 –INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS is amended as follows:

Articles 7 A and B are deleted in its entirety.

Article 7.C General is amended in full to read as follows: Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non- infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation. Supplier will have no obligations under this section if the third party claim arises from: (a) use of the Goods and/or Services in combination with data, software, hardware, equipment, or technology not provided or authorized by Supplier in writing, or as noted in the Agreement; (b) modifications to the Goods and/or Services not made by Supplier;(c) UC content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of Supplier; (e) breach of the Agreement or misuse of the Services; or (f) a Third Party Claim brought by UC's affiliate, successor, or assignee.

ARTICLE 8 –INDEMNITY AND LIABILITY is amended to read in full as follows:

Any Party seeking indemnification under this Article 8 (the "Indemnified Party") shall provide the Party from which it seeks such indemnification (the "Indemnifying Party") with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Article 8.A (Indemnity) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.



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

B. Direct Damages. EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE TWO TIMES (2X) AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS TWELVE (12) MONTHS. LIMITATIONS UNDER THIS ARTICLE 8.B (DIRECT DAMAGES) WILL NOT APPLY TO: I) EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS; II) EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT; III) CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF SUPPLIER'S ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY; IV) EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW; OR V) A PARTY'S LIABILITY ARISING FROM A PARTY'S BREACH OF APPENDIX DS VI) A PARTY'S LIABILITY ARISING FROM A PARTY'S BREACH OF APPENDIX BAA OF THIS AGREEMENT, PROVIDED THAT THE CUMULATIVE LIABILITY OF EACH PARTY UNDER SUBSECTION (V) SHALL BE CAPPED IN ITS ENTIRETY AT TEN MILLION DOLLARS (\$10,000,000) in aggregate.

ARTICLE 10 –USE OF UC NAME AND TRADEMARKS is amended to read in full as follows:

Neither Party will use the other Party's name, abbreviation of the other Party's name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place such Party's name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without the other Party's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 –FEDERAL FUNDS 1st sentence is amended to read in full as follow:

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses , if the UC Location purchasing under this Agreement notifies Supplier when Article 11 is applicable.

Article 11.B. first sentence is amended to read in full as follows

- B. UC Location purchasing under this Agreement must notify Sup[plier when transactions involve funds on a federal grant or cooperative agreement (federal awards governed by CFR Title 2, Subtitle A, Chapter II, Part 200) and the following provisions will apply:

ARTICLE 12 –EQUAL OPPORTUNITY AFFIRMATIVE ACTION is amended in full to read as follows:

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier may provide UC on request with 30 days notice, a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.



ARTICLE 13 –LIENS is deleted in its entirety.

ARTICLE 15 –LIABILITY FOR UC -FURNISHED PROPERTY is deleted in its entirety.

ARTICLE 17 –ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

Article 17. A. is amended in full to read as follows:

A. Price Decreases. Supplier agrees to promptly notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.

Article 17.E. 2nd sentence is modified to read in full as follows:

Supplier warrants that, to the best of its knowledge and belief, no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

ARTICLE 20 –PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

Article 20 D. and 20 E. is amended to read in full as follows:

- D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing promptly upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier is still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. Offshoring. Supplier, may transmit Institutional Information outside the US, only to the minimum extent necessary to provide Goods and Services to UC, so long as Supplier limits such access to the minimum extent and time required to provide such Goods and Services. In providing such Goods and Services Supplier will (i) ensure the secure deletion of data when it is no longer required; (ii) ensure that electronic media that has been used in the delivery of Services to UC will be sanitized before disposal or repurposing, using a process that assures data deletion and prevents data from being reconstructed or read; and (iii) destroy any equipment containing Institutional Information that is damaged or non-functional.

ARTICLE 26 –MEDICAL DEVICES is deleted in its entirety

ARTICLE 28 –ASSIGNMENT AND SUBCONTRACTING is amended to read in full as follows:

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, Supplier will bear the same degree of responsibility for acts and omissions for those subcontractors acting on Supplier's behalf in the performance of its obligations under the Agreement as it would bear if such acts and omissions were performed by Supplier directly.

ARTICLE 32 –SEVERABILITY is amended to read in full as follows:

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.



ARTICLE 35 –GOVERNING LAW AND VENUE is amended to read in full as follows:

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California. Notwithstanding the foregoing, jurisdiction and venue for actions arising out of or brought under this Agreement with exclusive federal jurisdiction shall be federal courts located in the State of California.

ARTICLE 36 –ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS is amended to read in full as follows:

Supplier will make itself and its employees reasonably available to UC to testify as witnesses, or otherwise, in the event of governmental proceedings, litigation and administrative hearings against UC, its directors, officers, agents, or employees relating to the Goods or Services. In addition, Supplier will make reasonable efforts to make its subcontractors or agents assisting Supplier in the performance of its obligations available to UC for such purposes as are described in this Article.

ARTICLE 37 –SUPPLIER TERMS is amended to read in full as follows:

Any additional terms that a Party includes in an order form, purchase order, or similar document will be of no force and effect, unless the other Party expressly agrees in writing to such terms.

ARTICLE 38 –SURVIVAL CLAUSE is amended to read in full as follows:

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS;; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA.

ARTICLE 39 –CONTRACTING FOR COVERED SERVICES

Article 39 added "To the extent applicable," to the beginning of the first paragraph.

Article 39 - second paragraph is amended to read in full as follows:

UC shall notify Supplier in the event that the Services are considered Covered Services. In the event the Services are considered Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC Locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC Location.

12. Amendments to Appendix – Business Associate

The UC Appendix – Business Associate, dated 08/19/2021 is hereby amended as follows:

RECITALS

Section B. is amended to read in full as follows:

- B. UC and BA are entering into or have entered into, and may in the future enter into, one or more agreements (each an "Underlying Agreement") under which BA performs functions or activities for or on behalf of, or provides services to UC ("Services") that may involve receiving, creating, maintaining and/or transmitting Protected Health Information ("PHI") of UC as a "Business Associate" of UC as defined under 45 C.F.R. § 160.103. This Appendix BAA shall only be operative in the event and to the extent this Appendix BAA is incorporated into an Underlying Agreement between UC and BA and to the



extent that BA processes PHI as a "Business Associate" as defined by 45 C.F.R. § 160.103.

2. OBLIGATIONS OF BA

Section B. is amended to read in full as follows:

B. Not Use or Disclose PHI other than as permitted or required by the Underlying Agreement, including for the proper management and administration of BA, or as required by law.

Section D. is amended to read in full as follows:

D. Notify UC, orally and in writing, as soon as possible, but in no event more than five (5) calendar days, after BA becomes aware of any Use or Disclosure of the PHI not permitted or required by the Appendix BAA or Underlying Agreement(s), including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410 and potential compromises of UC PHI, including potential inappropriate access, acquisition, use or disclosure of UC PHI (each, collectively an "Incident"); provided, however, that notwithstanding the foregoing, the Parties agree that this BAA serves as notification, and that no further notification is required, of the ongoing existence of Unsuccessful Security Incidents (as defined below). BA shall be deemed to be aware of any such Incident, as of the first day on which it becomes aware of it, or by exercising reasonable diligence, should have been known to its officers, employees, agents or sub-suppliers. The notification to UC shall include, to the extent commercially reasonably available, each individual whose unsecured PHI has been accessed, acquired, used or disclosed during such Incident. BA shall further provide UC with any other commercially reasonably available information that UC is legally required to include in a notification to affected individuals at the time of the notification to UC, or promptly thereafter as information becomes available. BA shall take prompt corrective action to remedy any such Incident, and, as soon as possible, shall provide, under proper non-disclosure agreement, to UC in writing a summary of: (i) the actions initiated by the BA to mitigate, to the extent practicable, any harmful effect of such Incident; and (ii) the corrective action BA has initiated or plans to initiate to prevent future similar Incidents. For purposes of this BAA, an "Unsuccessful Security Incident" includes, without limitation, activity such as pings and other broadcast attacks on RingCentral's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as such activity does not result in unauthorized access, use, acquisition, or disclosure of Customer's PHI.

Section F. is amended to read in full as follows:

F. If BA maintains PHI in a Designated Record Set, BA shall make the PHI in the Designated Record Set available to UC as necessary to satisfy UC's obligations under 45 C.F.R. § 164.524.

Section G. is amended to read in full as follows:

G. If BA maintains PHI in a Designated Record Set, BA shall make any amendments directed or agreed

13. Amendments to Appendix – Data Security

The UC Appendix – Data Security, dated 08/12/2019 is hereby amended as follows:

Article 1. Purpose and Introduction

Article 1.C.5. bullet 3 amended to read in full as follows:

- Supplier's information security plan must be supported by a third-party review or certification.

Article 1.C.5. is amended to read in full as follows:

5. Providing UC with evidence of compliance in the form of a third-party report, such as a SOC2 report, with Supplier's information security plan.

Article 1.C.6. is amended to read in full as follows:

6. Keeping UC informed with timely updates on confirmed Breaches related to Institutional Information and keeping UC informed as soon as is practicable regarding critical and high-level vulnerabilities, using reasonable methods such as security bulletins or appointed resources.



Article 1.C.7. is amended to read in full as follows:

7. Keeping UC informed of any recommended measures UC may perform to ensure the security of Institutional Information and IT Resources.

Article 1.E. is amended to read in full as follows:

E. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, similar terms and conditions contained in this Appendix on any sub-supplier retained by Supplier to provide or assist in providing the Goods and/or Services to UC.

Article 2. Defined Terms

Article 2.C. is amended to read in full as follows:

C. "Institutional Information" means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data. Notwithstanding the foregoing, Supplier is a controller of usage data. To the extent that such usage data is collected or generated by Supplier, such data may be used by Supplier for purposes including regulatory compliance, network security, fraud detection and prevention, billing, internal analytics and other lawful purposes, but shall not be subject to sale.

Article 2. F. (3) is amended to read in full as follows:

(3) Any event involving cyber intrusion that impacts Institutional information; or

Article 4. Suppliers information Security Plan and responsibilities

Article 4.A. is amended to read in full as follows:

A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance.

Article 4.D.2. is amended to read in full as follows:

2. In the event of a Major Change, Supplier will review its information security plan, and update it as needed.

Article 4.E. is amended in full to read as follows:

E. If Supplier makes any material modifications to its information security plan that will negatively affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.

Article 4.F.9. is amended to read in full as follows:

9. Where feasible, Supplier will prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units. However, accounts that manage back-end components are not included. Supplier confirms passwords are not reused across multiple privileged accounts.

Article 4.F.12. is amended to read in full as follows:

12. Prevent any material modifications to its information security plan that will negatively affect the security of Institutional Information and IT Resources;

Article 4.F.13. is amended to read in full as follows:

13. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

Article 5. Requests from UC an Evidence of Compliance

Article 5.A. is amended to read in full as follows:

A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized



individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request on no more frequently than an annual basis, or as required by any applicable regulatory or governmental authority.

Article 5.C. is amended to read in full as follows:

C. UC may request and perform a security audit using a mutually agreed upon qualified third party or a mutually agreed upon alternative annually or as a result of a Breach. For systems or applications associated with the access, processing, storage, communication and/or transmission of confidential UC data, Supplier will generate audit logs.

Article 6. Notification of Major Changes and Vulnerability Disclosures

Article 6.A. “twenty (20)” is deleted and replaced with the following:
“thirty (30)”

Article 6.B. is amended to read in full as follows:

B. Supplier must use commercially reasonable efforts, as defined using CVSS scoring methods, to remediate, within thirty (30) business days, any vulnerability rated as CVE High or Critical.

Article 6. C. is amended to read in full as follows:

C. In response to Major Changes, Supplier must update its information security plan no later than thirty (30) days into the next calendar quarter.

Article 7. Return and Disposal of Institutional Information

Article 7.A. is amended to read in full as follows:

A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must ensure that UC has a means of exporting all of its Institutional Information. Supplier will additionally, to the extent legally permissible, dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.

Article 7.B. is amended to read in full as follows:

B. Such disposal will be accomplished using the methods that aligns with NIST standards for secure deletion of data.

Article 8. Notification of Correspondence Concerning Institutional Information:

Article 8. A. first sentence is amended to read in full as follows:

Supplier Agrees to notify UC in a timely manner, both orally and in writing, after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information.

Article 9 Coordinating, Reporting, And Responding to Breaches and Security Incidents

Article 9.A. 2nd sentence modified to include the word “confirmation” following the word “after” and prior to the word “of”.

Article 9.C. is amended to read in full as follows:

C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed in accordance with Supplier’s program practices of the progress of its investigation until the incident is resolved.

Article 9. D. is amended to read in full as follows:

D. Coordination of Breach Response or Security Incident Activities: Supplier will reasonably cooperate with UC’s investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier’s reasonable cooperation will include, but not be limited to, Supplier:

1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;



2. Remedying the Breach and/or Security Incident as quickly as circumstances permit;
3. Promptly, but no more than seventy two (72) calendar hours after the confirmation of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s), and undertake appropriate response activities;
5. Providing periodic status reports to UC regarding Breach and Security Incident response activities;
6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications, that discuss UC Institutional Information with UC in advance of such notification(s), unless expressly prohibited by law;
7. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.

Article 9.E. 1. Is amended to read in full as follows:

1. A timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;

Article 10. Illicit Code Warranty

Article 10.A. is amended to read in full as follows:

A. Supplier represents and warrants that it makes commercially reasonable efforts to ensure that the Goods and/or Services do not contain Illicit Code.

Article 10.C. is amended to read in full as follows:

C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly to promptly secure all Institutional Information and/or IT Resources and make such Institutional Information available to UC for transfer.

Article 10.E. is deleted in its entirety

Article 11. Background Checks

Article 11.A. is amended to read in full as follows:

A. Before Supplier's employee, may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4, Supplier must to the extent legally permissible, conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication that the employee, sub-supplier, or agent presents a risk to Institutional Information and IT Resources. For those regions in which background checks are not allowed to be performed, Supplier shall conduct alternate, legally approved screening methods.

14. Service-Specific Provisions

a) Additional Warranties:

- i) Goods and/or Services Warranty. Supplier represents and warrants that the Goods and/ or Services provided to UC under this Agreement will conform to, be performed, function, and produce results substantially in accordance with any documentation. Supplier will offer UC warranty coverage equal to or greater than that offered by Supplier to any of its customers.
- ii) Third Party Warranties and Indemnities. Supplier will assign to UC all third party warranties that Supplier receives in connection with any Goods and/ or Services provided to UC. To the extent that Supplier is not permitted to assign any warranties through to UC, Supplier agrees to specifically identify and enforce those warranties on behalf of UC to the extent Supplier is permitted to do so under the terms of the applicable Third Party agreements.
- iii) Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND SUPPLIER MAKES



NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT SUPPLIER CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- Attachment A: UC Terms and Conditions of Purchase, dated 4.5.2021
- Attachment B: UC Appendix Business Associate, dated 8.10.2021
- Attachment C: UC Appendix Data Security, dated 8.12.2019
- Attachment D: Statement of Work and Exhibits
- Attachment E: Supplier Supplemental Terms and Exhibits
- Attachment F: Master Services Agreement for OMNIA Members/Participating Agencies (applicable to all non- University of California entities)

16. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein. No click-through, or other end user terms and conditions or agreements ("Additional Terms") provided with any Goods and/or Services hereunder will be binding on UC, even if use of such Goods and/or Services requires an affirmative "acceptance" of those Additional Terms before access is permitted. All such Additional Terms will be of no force and effect and will be deemed rejected by UC in their entirety.



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Purchasing Agreement # 2022003385

The Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE

DocuSigned by:
UNIVERSITY OF CALIFORNIA
Thomas Trappier
383F2BA33D81456...

RingCentral, Inc

DocuSigned by:
Marc Lambert
97FA5ABA3B8D498...

(Signature) Thomas Trappier, Associate Director, IT Strategic Sourcing
(Signature) Marc Lambert, Area Vice President

(Printed Name, Title) 8/31/2022
(Printed Name, Title) 8/29/2022

(Date) (Date)



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Terms and Conditions of Purchase

ARTICLE 1 – GENERAL

The equipment, materials, or supplies (“Goods”) and/or services (“Services”) furnished by Supplier (together, the “Goods and Services”) and covered by the UC Purchase Order (“PO”) and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the “Agreement”) are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, “UC” refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as “Party” and collectively as “Parties.” Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Supplier accepts all of the Agreement’s terms and conditions either in writing, by shipping any portion of the Goods, or performing any portion of the Services. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement (“Initial Term”) will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC’s obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC (“Funding”). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that
 - a. UC provided Supplier with notice of termination or
 - b. Supplier’s provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier’s breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
- E. If any of the following appendices are incorporated in to the agreement, then they will control in the event that the appendices conflict with the provisions of this Article:
 - UC’s Appendix – Data Security,
 - Appendix – BAA, and/or
 - Appendix – GDPR



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ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or PO, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix (<https://www.ucop.edu/procurement-services/procurement-systems/supplier-invoicing,-terms-and-settlement-matrix.html>). UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or PO number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or PO. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel, and supplies sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and those individuals will not again be assigned to provide Services without UC's written permission. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.



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ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. **General Warranties.** Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. **Permits and Licenses.** Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. **Federal and State Water and Air Pollution Laws.** Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. **Web Accessibility Requirements.** As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:
 - a. It complies with California and federal disability laws and regulations; and
 - b. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 - c. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
- E. **General Accessibility Requirements.** Supplier warrants that:
 - a. It will comply with California and federal disability laws and regulations;
 - b. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 - c. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. **Warranty of Quiet Enjoyment.** Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that



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will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.

- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment, Suspension, U.S. Government Restricted Party Lists. Supplier warrants that it is not on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and is not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.
- K. Supplier warrants that the Goods and Services rendered under this Agreement will not require Supplier to use for UC, or provide to UC to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

Supplier will provide "Timely Notice" to the UC of any changes to the statements, confirmations or representations made in its proposal response or in any information provided as part of the contract award process, including in particular any changes to the certifications or representations made regarding NDAA Section 889. Timely Notice means that Supplier will notify UC in writing within 3 business days of any changes to the representations or confirmations made in relation to NDAA Section 889. Notice shall include the representations or confirmations made and the changes to those representations or confirmations. The notice shall be provided by a Supplier representative authorized to bind the Supplier.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

- A. Goods and/or Services Involving Work Made for Hire.
 - a. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In



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the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.

- b. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 - c. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 - d. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- B. Goods and/or Services Not Involving Work Made for Hire.**
- a. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 - b. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
 - c. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 - d. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General.** Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of



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infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means:

- a. Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner;
- b. Unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and
- c. The acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.



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ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 - a. Each Occurrence \$ 1,000,000
 - b. Products/Completed Operations Aggregate \$ 2,000,000
 - c. Personal and Advertising Injury \$ 1,000,000
 - d. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation:
 - a. Costs to notify parties whose data were lost or compromised;
 - b. Costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised;
 - c. Costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs;
 - d. Any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and
 - e. Any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:



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- P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
- P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
- P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
- P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.
- G. Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>
- H. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
- a. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
 - b. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.



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- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
- a. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 - b. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 - c. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 - d. FAR 52.219-8, Utilization of Small Business Concerns;
 - e. FAR 52.222-17, Non-displacement of Qualified Workers;
 - f. FAR 52.222-21, Prohibition of Segregated Facilities;
 - g. FAR 52.222-26, Equal Opportunity;
 - h. FAR 52.222-35, Equal Opportunity for Veterans;
 - i. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 - j. FAR 52.222-37, Employment Reports on Veterans;
 - k. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 - l. FAR 52.222-41, Service Contract Labor Standards;
 - m. FAR 52.222-50, Combating Trafficking in Persons;
 - n. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 - o. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 - p. FAR 52.222-54, Employment Eligibility Verification;
 - q. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 - r. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 - s. FAR 52.224-3, Privacy Training;
 - t. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 - u. FAR 52.233-1, Disputes; and
 - v. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled 'Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by CFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
- a. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 - b. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - c. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer



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or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

- d. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
 - e. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
- a. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
 - b. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
 - c. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
 - d. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a



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breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to



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that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with



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performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. Supplier agrees to provide UC (the contact listed on the PO) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the PO) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION



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- A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.
- B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
- a. Personally identifiable information,
 - b. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
 - c. Medical information as defined by California Civil Code § 56.05,
 - d. Cardholder data,
 - e. Student records, or
 - f. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
 - i. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.);
 - ii. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
 - iii. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
 - iv. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 et seq.);



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- v. The Fair Credit Reporting Act (15 U.S.C. § 1681 et seq), and
 - vi. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines:

<https://www.ucop.edu/procurement-services/for-ucstaff/sustainable-procurement/sustainableprocurementguidelines.pdf>

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.



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- B. **Electronic Transfer of Supplier Information.** Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. **Packaging Requirements.** All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
 - a. Uses bulk packaging;
 - b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 - c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 - e. Uses locally recyclable or certified compostable material.
- D. **Foodservice Foam Ban.** As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- E. **Product Packaging Foam Ban.** Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
- F. **E-Waste Recycling Requirements.** All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
- G. **Hosted and Punch-out Catalog Requirements.** Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 - a. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 - b. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and



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- c. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
- B. If Supplier is not an Applicable Large Employer (as defined above):
 - a. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 - b. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.
- C. Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1.

Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such



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forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will

- a. At Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>), concerning Supplier's compliance with this provision, and
- b. Ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its work papers for UC Fair Wage/Fair Work for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES



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This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration (“FDA”) and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is:

- a. Recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them;
- b. Intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or
- c. Intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC’s purchase or lease of any Medical Device or Supplier’s use of any Medical Device in providing Goods and/or Services hereunder, Supplier will:

- a. Perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable;
- b. Perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware;
- c. Conduct a vulnerability scan encompassing all ports and fuzz testing; and
- d. Provide UC with reports for a-c. Supplier warrants that all Goods or Medical Devices are compliant with FDA’s most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier’s performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier’s sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the



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extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, UC shall have the option of terminating this Agreement upon written notice to Supplier.

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES



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A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:

- a. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
- b. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
- c. Changes in the status of the parties;
- d. Changes in flow down terms from external parties; and
- e. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.



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ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX-GDPR.

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; security services; billing and coding services; sterile processing; hospital or nursing assistant services; and medical imaging or other medical technician services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:

- a. Upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) and at Supplier's expense; and
- b. Ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.



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Appendix – Business Associate Agreement

This Appendix - Business Associate Agreement ("Appendix BAA") supplements and is made a part of any and all agreements entered into by and between The Regents of the University of California, a California corporation ("UC"), on behalf of its University of California Health System and RingCentral, Business Associate ("BA").

RECITALS

- A. UC is a "Covered Entity" as defined under 45 C.F.R. § 160.103
- B. UC and BA are entering into or have entered into, and may in the future enter into, one or more agreements (each an "Underlying Agreement") under which BA performs functions or activities for or on behalf of, or provides services to UC ("Services") that involve receiving, creating, maintaining and/or transmitting Protected Health Information ("PHI") of UC as a "Business Associate" of UC as defined under 45 C.F.R. § 160.103. This Appendix BAA shall only be operative in the event and to the extent this Appendix BAA is incorporated into an Underlying Agreement between UC and BA.
- C. UC and BA desire to protect the privacy and provide for the security of PHI used by or disclosed to BA in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160, 162 and 164) (the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Civil Code § 56 et seq., §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BA Agreement is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time, and similar requirements under California law.
- D. UC has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this BA Agreement is binding on all other UC health care components (collectively, the Single Health Care Component or the SHCC). This BA Agreement is effective on the date of the Underlying Agreement under which BA provides Services to UC ("Effective Date").

1. DEFINITIONS

Except for PHI, all capitalized terms in this Appendix BAA shall have the same meaning as those terms in the HIPAA Regulations.

PHI shall have the same meaning as "protected health information" in the HIPAA Regulations that is created, received, maintained, or transmitted by Business Associate or any Subcontractor on behalf of UC and shall also include "medical information" as defined at Cal. Civ. Code § 56.05.

2. OBLIGATIONS OF BA

BA agrees to:

- A. Comply with the requirements of the Privacy Rule that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under the Privacy Rule. BA also agrees to comply with the requirements of California state privacy laws and regulations that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under California Civil Code § 1798 et seq., California Civil Code § 56 et seq., and California Health & Safety Code §§ 1280.15 and 1280.18, as applicable, unless otherwise mutually agreed to by BA and UC.
- B. Not Use or Disclose PHI other than as permitted or required by the Underlying Agreement or as required by law.
- C. Use appropriate safeguards, and comply, where applicable, with 45 C.F.R. § 164 Subpart C with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by the Underlying Agreement(s) and the Appendix BAA.
- D. Notify UC, orally and in writing, as soon as possible, but in no event more than five (5) calendar days, after BA becomes aware of any Use or Disclosure of the PHI not permitted or required by the Appendix BAA or Underlying Agreement(s), including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410 and potential compromises of UC PHI, including potential inappropriate access, acquisition, use or disclosure of UC PHI (each, collectively an “Incident”). BA shall be deemed to be aware of any such Incident, as of the first day on which it becomes aware of it, or by exercising reasonable diligence, should have been known to its officers, employees, agents or sub-suppliers. The notification to UC shall include, to the extent possible, each individual whose unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed during such Incident. BA shall further provide UC with any other available information that UC is required to include in a notification to affected individuals at the time of the notification to UC, or promptly thereafter as information becomes available. BA shall take prompt corrective action to remedy any such Incident, and, as soon as possible, shall provide to UC in writing: (i) the actions initiated by the BA to mitigate, to the extent practicable, any harmful effect of such Incident; and (ii) the corrective action BA has initiated or plans to initiate to prevent future similar Incidents.
- E. Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such PHI.
- F. If BA maintains PHI in a Designated Record Set, BA shall make the PHI in the Designated Record Set available to UC, or if directed by UC to the Individual or the Individual’s designee, as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.524.
- G. If BA maintains PHI in a Designated Record Set, BA shall make any amendments directed or agreed to by UC pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.526.

- H. Maintain and make available the information required to provide an accounting of disclosures to UC, or if directed by UC to the Individual, as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.528.
- I. Make its internal practices, books, and records, relating to the Use and Disclosure of PHI available to UC, and to the Secretary for purposes of determining UC’s compliance with HIPAA, HITECH and their implementing regulations.

3. PERMITTED USES AND DISCLOSURES BY BA

BA may only Use or Disclose the Minimum Necessary PHI to perform the services set forth in the Underlying Agreement.

4. TERM AND TERMINATION

- A. Termination for Cause. UC may terminate this Appendix BAA and any Underlying Agreement(s), if UC determines BA has violated a material term of the Appendix BAA.
- B. Upon termination of this Appendix BAA for any reason, with respect to PHI received from UC, or created, maintained, or received by BA on behalf of UC, BA shall return to UC, or if agreed to by UC, destroy, all such PHI that BA still maintains in any form, and retain no copies of such PHI.

To the extent return or destruction of UC PHI is not feasible, BA shall (1) retain only that PHI which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities; and (2) continue to use appropriate safeguards for such UC PHI and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as BA retains the PHI.

- C. Survival. The obligations of BA under this Section 4.B shall survive the termination of this Appendix BAA and any Underlying Agreement(s).

The Appendix BAA is signed below by the parties’ duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA



(Signature)

Paul Williams, Chief Procurement Officer

(Printed Name, Title)

August 10, 2021

(Date)

BUSINESS ASSOCIATE

RingCentral

(Supplier Name)



(Signature)

Marc Lambert

Area Vice President

(Printed Name, Title)

8/29/2022

(Date)



ARTICLE 1. PURPOSE AND INTRODUCTION

- A. In the course of providing the Goods and/or Services contemplated by the Agreement, Supplier may gain access to the University of California's (UC) Institutional Information and/or IT Resources (both defined below). In such an event, UC and Supplier desire to appropriately protect Institutional Information and IT Resources. The purpose of this Appendix-Data Security is to specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.
- B. Any capitalized terms used here have the meaning ascribed to such terms as set forth in the Agreement or Incorporated Documents.
- C. Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include, but is not limited to the Supplier:
1. Developing and documenting a plan that protects Institutional Information and IT Resources.
 - Supplier must responsibly execute this plan.
 - Supplier's approach must conform to a recognized cybersecurity framework designed for that purpose.¹
 - Supplier's information security plan must be supported by a third-party review or certification. Supplier may only use an alternative to a third-party review if approved by the responsible UC Information Security Officer.
 2. Conducting an accurate and thorough assessment of the potential risks to and vulnerabilities of the security of the Institutional Information and/or IT Resources. Supplier must mitigate anticipated risks effectively. This includes implementing commercially acceptable security policies, procedures, and practices that protect Institutional Information and/or IT Resources.
 3. Updating its plan to effectively address new cybersecurity risks.
 4. Complying with pertinent contractual and regulatory responsibilities.
 5. Providing UC with evidence of compliance with Supplier's information security plan.
 6. Keeping UC informed with timely updates on risks, vulnerabilities, Security Incidents, and Breaches.
 7. Keeping UC informed of any measures UC must perform to ensure the security of Institutional Information and IT Resources.

¹ Examples include the latest versions of PCI DSS, NIST CSF, CIS Critical Security Controls, ISO 27002, NIST SP 800-53 and NIST SP 800-171.

- D. If, in the course of providing the Goods and/or Services under the Agreement, Supplier engages in transactions with UC affiliated individuals (including but not limited to: students, staff, faculty, customers, patients, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about UC affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by this Appendix.
- E. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the same terms and conditions contained in this Appendix on any sub-supplier retained by Supplier to provide or assist in providing the Goods and/or Services to UC.
- F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

ARTICLE 2. DEFINED TERMS

- A. **“Breach”** means: (1) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (3) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.
- B. **“Illicit Code”** means: (1) Any code UC would not reasonably expect to be present or operating; (2) Hidden software or functionality with adverse or undesired actions or consequences; (3) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of UC; (4) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of UC; or (5) Code or apparatus that functions in any way as a: key lock, node lock, time-out, “back door,” “trap door,” “booby trap,” “dead drop device,” “data scrambling device,” or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.
- C. **“Institutional Information”** means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data.
- D. **“IT Resource”** means: IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business. IT Resources include, but are not limited to: personal and mobile computing systems and devices,

mobile phones, printers, network devices, industrial control systems (including but not limited to: SCADA, PLCs, DPC, Operational Technology, etc.), access control systems, digital video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens, Internet of Things (IoT), or any other device that connects to any UC network.

E. **“Major Change”** means: The implementation of a change that could have an effect on the security of an IT Resource or Institutional Information. The scope includes changes to architectures, processes, tools, metrics, and documentation, as well as changes to IT services and other configuration items. These include changes related to:

1. Technology upgrades or migrations.
2. Responses to Security Incidents.
3. Modifications of scope (data elements, features, location of Institutional Information, etc.).
4. Regulatory guidance.
5. Law and legal regulations.
6. Responses to risk assessments.
7. Addressing vulnerabilities.
8. Material updates or shifts in technologies used by Supplier.

F. **“Security Incident”** means: (1) A material compromise of the confidentiality, integrity, or availability of Institutional Information; (2) A single event or a series of unwanted or unexpected events that has a significant probability of compromising UC business operations or threatening Institutional Information and/or IT Resources; (3) Any event involving a cyber intrusion; or (4) A material failure of Supplier’s administrative, technical, or physical controls that resulted or could have resulted in an adverse impact to the confidentiality, integrity, or availability of Institutional Information or IT Resources.

ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

A. Supplier must limit its access to, use of, and disclosure of Institutional Information and IT Resources to the least invasive degree necessary required to provide the Goods and/or Services.

1. Supplier may not access or use Institutional Information and IT Resources for any purpose except to provide the Goods and/or Services.
2. For the avoidance of doubt, Supplier may not access, use, or disclose Institutional Information and IT Resources outside the scope of the Agreement for purposes of, including but not limited to: marketing, advertising, research, sale, or licensing unless expressly approved in writing by UC.

B. In the event that Goods and/or Services include the review of a specific Security Incident or a threat to or anomaly in Institutional Information or IT Resources, Supplier must limit inspection to the least invasive degree necessary required to perform the investigation.

ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES

- A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance, as well as by UC's internal security program that protects Institutional Information and IT Resources.
- B. Supplier must establish, maintain, comply with, and responsibly execute its information security plan.
- C. Supplier's initial information security plan is attached as Exhibit 2 and incorporated by reference.
- D. Updates to Exhibit 2 will occur as follows:
1. On an annual basis, Supplier will review its information security plan, update it as needed, and submit it upon written request by UC.
 2. In the event of a Major Change, Supplier will review its information security plan, update it as needed, and submit it to UC as detailed herein.
- E. If Supplier makes any material modifications to its information security plan that will affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.
- F. Supplier's Information Security Plan must:
1. Ensure the security (including but not limited to: confidentiality, integrity, and availability) of Institutional Information and IT Resources through the use and maintenance of appropriate administrative, technical, and physical controls;
 2. Protect against any reasonably anticipated threats or hazards to Institutional Information and IT Resources;
 3. Address the risks associated with Supplier having access to Institutional Information and IT Resources;
 4. Comply with applicable regulations and/or external obligations listed in Exhibit 1;
 5. Comply with all applicable legal and regulatory requirements for data protection, security, and privacy;
 6. Clearly document the cybersecurity responsibilities of each party;
 7. Follow UC records retention requirements outlined in the Statement of Work (SOW) or in UC's Terms and Conditions;
 8. Prevent the sharing of passwords or authentication secrets that provide access to Institutional Information and/or IT Resources;
 9. Prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units;
 10. Prevent unauthorized access to Institutional Information and IT Resources;
 11. Prevent unauthorized changes to IT Resources;
 12. Prevent the reduction, removal, or turning off of any security control without express written approval from UC;

13. Prevent the creation of new Supplier accounts to access Institutional Information and IT Resources without express written approval from UC;
14. Prevent the storing, harvesting, or passing through of UC credentials (username, password, authentication secret, or other factor); and
15. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

- A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.
- B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.
- C. UC may request and perform a security audit using a qualified third party or a mutually agreed upon alternative annually or as a result of a Breach.

ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

- A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:
 1. When Major Changes happen.
 2. When Supplier becomes aware of a vulnerability that warrants a CVE² rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.
- B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.
- C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

² Common Vulnerabilities and Exposures (CVE) is a dictionary-type list of standardized names for vulnerabilities and other information related to security exposures maintained by The MITRE Corporation. CVE aims to standardize the names for all publicly known vulnerabilities and security exposures. The goal of CVE is to make it easier to share data across separate vulnerability databases and security tools. The CVE list can be found at: cve.mitre.org

ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION

- A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.
- B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (<https://security.ucop.edu/policies/institutional-information-disposal.html>) or an alternative approved by UC.
- C. Supplier will certify in writing to UC that such return and/or disposal has been completed.
- D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION

- A. Supplier agrees to notify UC promptly, both orally and in writing, but in no event more than seventy-two (72) calendar hours after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information. For purposes of this Article 8.A, a correspondence or complaint may include, but is not limited to, any communication that originates from law enforcement, regulatory or governmental agencies, government investigators, corporations, or an individual, but excludes normal customer service correspondence or inquiries.

ARTICLE 9. COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS

- A. **Reporting of Breach or Security Incident:** If Supplier reasonably suspects or confirms a Breach and/or a Security Incident impacting Institutional Information and/or IT Resources, Supplier must promptly notify UC both orally and in writing using the contacts in the Agreement. Supplier must provide such notifications no later than (1) seventy-two (72) calendar hours after the initial suspicion of a Security Incident and/or Breach and (2) seventy-two (72) calendar hours after the initial confirmation of a Security Incident and/or Breach, if Supplier is able to make such a confirmation. Supplier's notification must identify:
1. Contacts for both technical and management coordination;

-
2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
 3. The nature of the Breach and/or Security Incident;
 4. The Institutional Information and/or IT Resources affected;
 5. What Supplier has done or will do to mitigate any deleterious effect; and
 6. What corrective action Supplier has taken or will take to prevent future Security Incidents.
- B. Supplier will provide other information as reasonably requested by UC.
- C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.
- D. **Coordination of Breach Response or Security Incident Activities:** Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:
1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
 2. Remediating the Breach and/or Security Incident as quickly as circumstances permit;
 3. Promptly, but no more than seventy two (72) calendar hours after the discovery of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
 4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s) as directed by UC, and undertake appropriate response activities;
 5. Providing status reports to UC regarding Breach and Security Incident response activities, either on a daily basis or a frequency approved by UC;
 6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications with UC in advance of such notification(s), unless expressly prohibited by law;
 7. Ensuring that knowledgeable Supplier employees are available on short notice, if needed, to participate in UC and Supplier initiated meetings and/or conference calls regarding the Breach and/or Security Incident; and
 8. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.
- E. **Breaches and Security Incidents – Corrective And Preventive Action:** As a result of a Breach and/or Security Incident impacting Institutional Information and/or IT Resources, and upon UC's request, Supplier must prepare a report detailing corrective and preventive actions. The report must include:

1. A mutually agreed upon timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;
 2. Identification and description of the root causes; and
 3. Precise steps Supplier will take to address the failures in the underlying administrative, technical, and/or physical controls to mitigate damages and future cyber risk.
- F. **Costs:** Supplier must reimburse UC for reasonable costs related to responding to Breaches impacting Institutional Information and IT Resources caused by Supplier. This includes all costs associated with notice and/or remediation of the Breach.
- G. **Grounds for Termination:** Any Breach may be grounds for termination of the Agreement by UC. Agreement obligations to secure, dispose, and report continue through the resolution of the Breach and/or Security Incident.

ARTICLE 10. ILLICIT CODE WARRANTY

- A. Supplier represents and warrants that the Goods and/or Services do not contain Illicit Code.
- B. To the extent that any Goods and/or Services have Illicit Code written into them, Supplier will be in breach of this Agreement, and no cure period will apply.
- C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly isolate or otherwise secure and then return Institutional Information and/or IT Resources.
- D. Supplier acknowledges that it does not have any right to electronically hold Institutional Information or assert any claim against UC by withholding the Goods and/or Services using Illicit Code.
- E. Should Supplier learn of the presence of Illicit Code, Supplier will promptly provide UC with written notice explaining the scope and associated risk.
- F. Supplier represents and warrants that it will take commercially reasonable steps to promptly remove Illicit Code.
- G. Supplier represents and warrants that even if Illicit Code is unintentionally installed via any method, Supplier will never utilize the Illicit Code.
- H. This provision does not relate to malware or viruses that attack the running IT Resource. These are covered under ARTICLE 9 - COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS.

ARTICLE 11. BACKGROUND CHECKS

- A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4³, Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

³ See Exhibit 1.

that the employee, sub-supplier, or agent presents a risk to Institutional Information and IT Resources.

B. Supplier must retain each employee's, sub-supplier's, or agent's background check documentation for a period of three (3) years following the termination of the Agreement.



Exhibit 1 – Institutional Information

1. Protection Level Classification¹:

- Protection Level 1
- Protection Level 2
- Protection Level 3
- Protection Level 4

Explanation: [Optional, add detail if needed, may be covered in SOW]

The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

2. Institutional Information data element descriptors:

Select all data types that apply:

- A. Animal Research Data.
- B. Controlled Technical Information (CTI).
- C. Controlled Unclassified Information (CUI) – 800-171/NARA.
- D. Defense Department: Covered Defense Information (CDI).
- E. Federal Acquisition Regulations (FARS/DFAR) other than CUI.
- F. GDPR personal data.
- G. GDPR special data.
- H. Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
- I. Health Records subject to HIPAA Privacy or Security Rule (PHI).
- J. Human Subject Research Data.
 - 1. Identified.
 - 2. Anonymized.
- K. Intellectual property (IP), such as patents, copyright, or trade secrets.
- L. ITAR/EAR-controlled data.
- M. Payment card data (PCI, PCI DSS).
- N. Personally identifiable information – PII.
- O. Student data, whether or not subject to FERPA.

¹ For reference see: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- P. Other: RingCentral services may be applicable for multiple uses related to voice and data services
- Q. Other: _____
- R. Other: _____
- S. _____

3. Institutional Information Regulation or Contract Requirements:

Select all regulations or external obligations that apply to inform UC and the Supplier if and only to the extent that such regulation or external obligation applies to each respective party with respect to the obligations related to this Appendix:

Privacy (* indicates data security requirements are also present)

- A. California Confidentiality of Medical Information Act (CMIA) *.
- B. California Consumer Privacy Act (CCPA).
- C. California Information Practices Act (IPA).
- D. European Union General Data Protection Regulation (GDPR)*.
- E. Family Educational Rights and Privacy Act (FERPA) *.
- F. Federal Policy for the Protection of Human Subjects (“Common Rule”).
- G. Genetic Information Nondiscrimination Act (GINA).
- H. Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *.
- I. Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) *.
- J. Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).
- K. The Fair and Accurate Credit Transaction Act (FACTA).
- L. The Fair Credit Reporting Act (FCRA).

Data Security

- M. Chemical Facility Anti-Terrorism Standards (CFATS).
- N. Defense Federal Acquisition Regulations (DFARS).
- O. Export Administration Regulations (EAR).
- P. Federal Acquisition Regulations (FARS).
- Q. Federal Information Security Modernization Act (FISMA).
- R. International Traffic in Arms Regulations (ITAR).
- S. Payment card data (PCI, PCI DSS).
- T. Toxic Substances Control Act (TSCA).
- U. Other: _____
- V. Other: _____
- W. Other: _____
- X. Other: _____

Exhibit 2

Supplier's Initial Information Security Plan

[Supplier to provide and update per the Appendix DS requirements.]
Reviewed and in file records

ATTACHMENT D – STATEMENT OF WORK

1. DESCRIPTION OF SCOPE OF SERVICES

Supplier will provide to the UC cloud based Voice over IP (Cloud VoIP) phone solution including but is not limited to the following features:

- i. Fully integrated communication and collaboration platform with a complete business phone system, unified voice, fax, video, messaging & collaboration, and integrated contact center capabilities.
- ii. Make and receive calls on any internet connected device.
- iii. Support for inbound and outbound calling through native public switched telephone network (PSTN), over-the-top communications (OTT), private circuits, MPLS or SD-WAN connectivity.
- iv. Provide access to basic 911 or Enhanced 911 (E911) service.
- v. If applicable, extensive standard and advanced line and Automatic Call Distribution (ACD) features including elevating a call to a meeting.
- vi. Provide integrations with leading business software solutions allowing seamless transport of data between platforms.
- vii. Provide robust fraud monitoring and prevention, including but not limited to access control, detection controls, usage throttling, active monitoring and customer-controlled settings.
- viii. Real-time performance monitoring.
- ix. Support for direct and premise peering enabling hybrid deployments.

The scope of Cloud VoIP at individual UC Locations may vary.

Supplier will work with individual UC Location(s) as applicable for any related/ and or custom services . Prior to any engagement between the UC and the Supplier, a UC Location specific Statement of Work referencing the terms of this Agreement shall be negotiated between the UC location(s) and Supplier outlining all key tasks and work activities including but not limited to discovery, migration, solution construction, implementation, all deliverables, completion timeline, project management schedule, key personnel, reporting requirements, escalation path, assumptions, obligations of each party, how changes to the Services are managed and end user acceptance criteria and testing.

Overall, Supplier must provide the necessary staff, infrastructure, and other resources at a level sufficient to ensure efficient, effective, and continually improving fulfillment of its obligations under this Agreement. Supplier’s provision of the Goods and Services must at all times be in a manner and level equal to or greater than as detailed in UC RFP 01757-Jan2020 – UC Systemwide RFP for Telecommunication Services (“RFP”), (**see Exhibit 3**) and in Supplier’s Response to the RFP (**see Exhibit 4**).

2. PARTICIPATING LOCATIONS

Supplier shall make all terms of the Agreement available to all current and future Locations of the University of California and its Affiliates as further detailed at <https://www.universityofcalifornia.edu/uc-system/parts-of-uc>, (“UC Locations”).

3. SUSTAINABILITY

Supplier will register and participate in an assessment of their sustainability practices and procedures through the EcoVadis Corporate Social Responsibility (CSR) monitoring platform. For more information on the EcoVadis platform and costs associated with an assessment, please see the EcoVadis Supplier Solutions Website here:

<https://www.ecovadis.com/us/supplier-solutions-2/>

4. PRICING

- 4.1 The Goods and Services will be available for UC purchase, at UC's sole discretion during the Initial Term and any subsequent Renewal Terms, as stated in **Exhibit 1 & 2 Pricing**.
- 4.2 Supplier was advised that there is no mandatory use policy at UC, and Supplier must compete with other suppliers for UC orders.

5 UC ACCOUNT SUPPORT

- 5.1 During the term of this Agreement Supplier will provide UC with ongoing support for the Goods and/or Services including, but not limited to (a) clarification of functions and features of the Services; (b) clarification of the Documentation; (c) guidance in the operation of the Services; and (d) error verification, analysis, and correction, including the failure to produce results in accordance with the Documentation, at no less than the levels and in the manner(s) specified herein.
- 5.2 Supplier's account and escalation team to support the UC to ensure efficient, effective, and continually improving fulfillment of its obligations under this Agreement shall be as detailed in Exhibit 5.
- 5.3 Supplier must provide Tier 1 technical, sales, and other general support twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year, including holidays.
- 5.4 Supplier must provide technical, sales, and other support via phone (1 888 528-7464), Live chat (via <https://support.ringcentral.com/>), online submission (via Supplier support portal).
- 5.5 "Support Ticket" means a notification by UC advising Supplier of a perceived issue, or question concerning the service. End-users of any account will only be able to access online resources. When a support ticket is initiated with Supplier's technical support team, it will be classified according to the priority levels, escalation path and response time commitments as proposed in Supplier's response to the RFP (Exhibit 4).
- 5.6 In addition to the support staff resources noted above in Exhibit 5, Supplier must provide UC with a dedicated Customer Success Manager (CSM). The CSM will be responsible for ensuring successful transition, implementation, and the ongoing success of the Goods and/or Service's deployment at UC.
- 5.7 Supplier must provide additional technical support for Administrators and technical points of contact , see Exhibit 5.
- 5.8 UC will be notified by email of issues and outages affecting service including progress, when the issue is resolved, what the issue was, and how it was resolved.
- 5.9 If Supplier is not able to meet the committed service and performance levels as proposed in Supplier's response to the RFP (Exhibit 4), then the CSM will propose an action plan to address any performance areas that need improving.
- 5.10 Supplier represents and warrants that the Goods and/ or Services will be operational at least 99.99% of the time in any given month during the term of this Agreement.
- 5.11 Supplier may not withdraw technical support for any Service without twelve (12) months advance written notice to UC, and then only if Supplier is withdrawing technical support from all of its customers.
- 5.12 Enhancements: Supplier will generally enhance and improve ("Enhancements") the Services for as long as UC elects to receive and pays for the Services. "Enhancements" means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Goods and/or Services that Supplier may develop or acquire and incorporate into its standard version of the Goods and/or Services or that Supplier has elected to make generally available to its licensees. Enhancements will include any re-platformed Software, whether for different operating systems or hardware:
 - 5.12.1 Supplier will provide to UC during the Agreement term, (a) any and all Enhancements which it develops with respect to the Goods and/or Services; (b) any and all Enhancements required by federal or state governmental, or professional regulatory mandates related to UC's use of the Goods and/or Services; and (c) the Documentation associated with any Enhancements.
 - 5.12.2 Supplier will provide Enhancements to UC upon their general release and no later than the time when the first five percent (5%) of Supplier's customers receive those Enhancements.

- 5.12.3 Except as otherwise provided in a signed addendum to this Agreement, nothing herein will obligate Supplier to enhance the Goods and/or Services in any particular respect or on any particular date. The decision as to whether and/or when, to enhance the Goods and/or Services will be within Supplier's discretion.
- 5.12.4 Supplier will provide UC with ninety (90) calendar days advance written notice of proposed product changes as well as product road maps relating to the Goods and/or Services provided to UC under this Agreement.

8. UC PARTNERSHIP PROGRAM

Supplier will work closely with UC to pursue UC Partnership Program (UCPP) activities as outlined in **Exhibit 6**.

Supplier and UC will agree upon the basis for specific partnership engagement and will create a document ("Engagement Letter") leveraging this Agreement that will include, but not be limited, to the following:

- i. Description of the engagement
- ii. Benefits of the engagement
- iii. Roles and responsibilities
- iv. Associated financial details
- v. Duration of engagement
- vi. Plan for annual management and administration of partnership
- vii. Additional grant of rights such as exclusivity and designations
- viii. Other pertinent details

Exhibits to Statement of Work

Pricing - Cloud VoIP Goods and/or Services	Intentionally Redacted	Exhibit 1
Pricing – All other Goods and/ or Services		Exhibit 2
UC Systemwide RFP for Telecommunication Services- UC RFP 01757-Jan2020		Exhibit 3
Supplier’s Response to the RFP for Telecommunication Services (Cloud VoIP)		Exhibit 4
Account Management/ Escalation Team		Exhibit 5
UC Partnership Program		Exhibit 6

Exhibit 2: All other Goods and/ or Services

For any Hardware or Hardware lease purchases, additional terms and conditions may apply:
<https://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>

In the event of any conflict between this Exhibit and the Agreement, the order of precedence as stated in Section 15 of this Agreement shall prevail.

Exhibit 2-Pricing_All Other Goods and/ or Services

Vendor SKU	Product Name	Product Description	Price NTE
LC_HDR_541	US: Ring Central- Devices (Monthly, Per Device)	Cisco 8861	\$18.05
LC_HDR_540	US: Ring Central- Devices (Monthly, Per Device)	Cisco 7841	\$13.30
LC_HDR_543	US: Ring Central- Devices (Monthly, Per Device)	Cisco 8861 + 1 sidecar	\$32.30
LC_HDR_544	US: Ring Central- Devices (Monthly, Per Device)	Cisco 8861 + 2 sidecars	\$38.00
LC_HDR_744	US: Ring Central- Devices (Monthly, Per Device)	Avaya J179	\$8.55
LC_HDR_750	US: Ring Central- Devices (Monthly, Per Device)	Avaya J169	\$6.65
LC_HDR_741	US: Ring Central- Devices (Monthly, Per Device)	Avaya J139	\$4.75
LC_HDR_616	US: Ring Central- Devices (Monthly, Per Device)	Polycm VX-150	\$3.79
LC_HDR_617	US: Ring Central- Devices (Monthly, Per Device)	Polycm VX-250	\$5.69
LC_HDR_618	US: Ring Central- Devices (Monthly, Per Device)	Polycm VX-350	\$6.64
LC_HDR_619	US: Ring Central- Devices (Monthly, Per Device)	Polycm VX-450	\$7.59
LC_HDR_688	US: Ring Central- Devices (Monthly, Per Device)	Polycm VX-450 + 1 sidecar	\$15.20
LC_HDR_113	US: Ring Central- Devices (Monthly, Per Device)	Polycm VX-501	\$19.00
LC_HDR_167	US: Ring Central- Devices (Monthly, Per Device)	Polycm VX-501 + 1 sidecar	\$30.40
LC_HDR_114	US: Ring Central- Devices (Monthly, Per Device)	Polycm VX-601	\$19.95
LC_HDR_217+D8	US: Ring Central- Devices (Monthly, Per Device)	Polycm IP5000 conference	\$32.30
LC_HDR_218	US: Ring Central- Devices (Monthly, Per Device)	Polycm IP6000 conference	\$38.00
LC_HDR_546	US: Ring Central- Devices (Monthly, Per Device)	Polycm Trio 8800 conference	\$76.00
LC_HDR_545	US: Ring Central- Devices (Monthly, Per Device)	Polycm Trio 8500 conference	\$57.00
LC_HDR_559	US: Ring Central- Devices (Monthly, Per Device)	Polycm OBI302	\$3.80
LC_HDR_547	US: Ring Central- Devices (Monthly, Per Device)	Yealink T42S	\$5.70
LC_HDR_548	US: Ring Central- Devices (Monthly, Per Device)	Yealink T46S	\$7.60
LC_HDR_550	US: Ring Central- Devices (Monthly, Per Device)	Yealink T46S + 1 sidecar	\$17.10
LC_HDR_551	US: Ring Central- Devices (Monthly, Per Device)	Yealink T46S + 2 sidecars	\$23.75
LC_HDR_552	US: Ring Central- Devices (Monthly, Per Device)	Yealink T48S	\$8.55
LC_HDR_553	US: Ring Central- Devices (Monthly, Per Device)	Yealink T48S + 1 sidecar	\$12.35
LC_HDR_554	US: Ring Central- Devices (Monthly, Per Device)	Yealink T48S + 2 sidecars	\$16.15
LC_HDR_555	US: Ring Central- Devices (Monthly, Per Device)	Yealink W60P + 1 handset	\$6.65
LC_HDR_556	US: Ring Central- Devices (Monthly, Per Device)	Yealink W60P + 2 handsets	\$10.45
LC_HDR_557	US: Ring Central- Devices (Monthly, Per Device)	Yealink W60P + 3 handsets	\$13.30
LC_HDR_558	US: Ring Central- Devices (Monthly, Per Device)	Yealink W60P + 4 handsets	\$17.10
LC_HD_523	US: Ring Central- Devices (Per Device)	Cisco 8861	\$312.55
LC_HD_522	US: Ring Central- Devices (Per Device)	Cisco 7841	\$198.55
LC_HD_525	US: Ring Central- Devices (Per Device)	Cisco 8861 + 1 sidecar	\$502.55
LC_HD_526	US: Ring Central- Devices (Per Device)	Cisco 8861 + 2 sidecars	\$664.05
LC_HD_743	US: Ring Central- Devices (Per Device)	Avaya J179	\$197.60
LC_HD_749	US: Ring Central- Devices (Per Device)	Avaya J169	\$140.60

LC_HD_740	US: Ring Central- Devices (Per Device)	Avaya J139	\$108.30
LC_HD_608	US: Ring Central- Devices (Per Device)	Polycom VVX-150	\$84.55
LC_HD_609	US: Ring Central- Devices (Per Device)	Polycom VVX-250	\$151.05
LC_HD_610	US: Ring Central- Devices (Per Device)	Polycom VVX-350	\$198.55
LC_HD_611	US: Ring Central- Devices (Per Device)	Polycom VVX-450	\$227.05
LC_HD_687	US: Ring Central- Devices (Per Device)	Polycom VVX-450 + 1 sidecar	\$464.55
LC_HD_99	US: Ring Central- Devices (Per Device)	Polycom VVX-501	\$284.05
LC_HD_139	US: Ring Central- Devices (Per Device)	Polycom VVX-501 + 1 sidecar	\$474.05
LC_HD_100	US: Ring Central- Devices (Per Device)	Polycom VVX-601	\$379.05
LC_HD_202	US: Ring Central- Devices (Per Device)	Polycom IP5000 conference	\$569.05
LC_HD_203	US: Ring Central- Devices (Per Device)	Polycom IP6000 conference	\$664.05
LC_HD_528	US: Ring Central- Devices (Per Device)	Polycom Trio 8800 conference	\$1,424.05
LC_HD_527	US: Ring Central- Devices (Per Device)	Polycom Trio 8500 conference	\$947.15
LC_HD_576	US: Ring Central- Devices (Per Device)	Polycom OBI302	\$75.05
LC_HD_529	US: Ring Central- Devices (Per Device)	Yealink T42S	\$141.55
LC_HD_530	US: Ring Central- Devices (Per Device)	Yealink T46S	\$198.55
LC_HD_532	US: Ring Central- Devices (Per Device)	Yealink T46S + 1 sidecar	\$274.55
LC_HD_533	US: Ring Central- Devices (Per Device)	Yealink T46S + 2 sidecars	\$350.55
LC_HD_534	US: Ring Central- Devices (Per Device)	Yealink T48S	\$227.05
LC_HD_537	US: Ring Central- Devices (Per Device)	Yealink T48S + 1 sidecar	\$322.05
LC_HD_540	US: Ring Central- Devices (Per Device)	Yealink T48S + 2 sidecars	\$417.05
LC_HD_564	US: Ring Central- Devices (Per Device)	Yealink W60P + 1 handset	\$170.05
LC_HD_567	US: Ring Central- Devices (Per Device)	Yealink W60P + 2 handsets	\$265.05
LC_HD_570	US: Ring Central- Devices (Per Device)	Yealink W60P + 3 handsets	\$360.05
LC_HD_573	US: Ring Central- Devices (Per Device)	Yealink W60P + 4 handsets	\$455.05
12654-1705-000	Essentials Edition Named Seat	Seat Edition (Named Licenses)	\$99.75
12656-1723-000	Standard Edition Named Seat	Seat Edition (Named Licenses)	\$114.00
12657-1725-000	Premium Edition Named Seat	Seat Edition (Named Licenses)	\$133.00
12658-1727-000	Ultimate Edition Named Seat	Seat Edition (Named Licenses)	\$161.50
12659-1729-000	Unlimited Edition Named Seat	Seat Edition (Named Licenses)	\$194.75
12654-1706-000	Essentials Edition Concurrent Seat	Seat Edition (Concurrent Licenses)	\$130.15
12656-1724-000	Standard Edition Concurrent Seat	Seat Edition (Concurrent Licenses)	\$150.10
12657-1726-000	Premium Edition Concurrent Seat	Seat Edition (Concurrent Licenses)	\$176.70
12658-1728-000	Ultimate Edition Concurrent Seat	Seat Edition (Concurrent Licenses)	\$216.60
12659-1730-000	Unlimited Edition Concurrent Seat	Seat Edition (Concurrent Licenses)	\$263.15
1012-150-001	US: RingCentral Contact Center- Metered Pricing	Essentials (per min)	\$0.02
1012-150-002	US: RingCentral Contact Center- Metered Pricing	Standard (per min)	\$0.02
1012-150-003	US: RingCentral Contact Center- Metered Pricing	Premium (per min)	\$0.02
1012-150-004	US: RingCentral Contact Center- Metered Pricing	Ultimate (per min)	\$0.02
1012-150-005	US: RingCentral Contact Center- Metered Pricing	Unlimited (per min)	\$0.02
1012-150-000	US: RingCentral Contact Center- Metered Pricing	DIDS (per #)	\$1.42
1032-173-000	US: RingCentral Contact Center- Metered Pricing	SMS (per msg)	\$0.01
01134000004ETpcAAG	US: RingCentral Contact Center- Minute Bundles	5M min/mo (Monthly Charge)	\$66,500.00

01:34000004ETq6AAG	US: RingCentral Contact Center- Minute Bundles	4M min/mo (Monthly Charge)	\$53,200.00
01:34000004EToIAAW	US: RingCentral Contact Center- Minute Bundles	3M min/mo (Monthly Charge)	\$39,900.00
01:34000004EToHAAW	US: RingCentral Contact Center- Minute Bundles	2M min/mo (Monthly Charge)	\$26,600.00
01:34000004EToyAAG	US: RingCentral Contact Center- Minute Bundles	1M min/mo (Monthly Charge)	\$13,300.00
01:34000004ETo4AAG	US: RingCentral Contact Center- Minute Bundles	500K min/mo (Monthly Charge)	\$6,650.00
01:34000004ETrJAAW	US: RingCentral Contact Center- Minute Bundles	250K min/mo (Monthly Charge)	\$3,325.00
01:34000004ETp5AAG	US: RingCentral Contact Center- Minute Bundles	100K min/mo (Monthly Charge)	\$1,330.00
01:34000004ETpbAAG	US: RingCentral Contact Center- Minute Bundles	50K min/mo (Monthly Charge)	\$665.00
01:34000004ETq0AAG	US: RingCentral Contact Center- Minute Bundles	25K min/mo (Monthly Charge)	\$332.50
4107-645-000	US: Audio Recording Pro	Monthly Charge	\$23.75
4108-561-000	US: Interaction Analytics Pro	Monthly Charge	\$34.20
4102-642-000	US: Quality Management Pro	Monthly Charge	\$42.75
4100-701-000	US: Workforce Management Pro	Monthly Charge	\$23.75
192	US: Additional Numbers	Additional local number (Monthly Charge)	\$4.74
193	US: Additional Numbers	Additional toll-free number (Monthly Charge)	\$4.74
42	US: Meeting Add-on Services	Rooms (Per Month, Per Room)	\$46.55
43	US: Meeting Add-on Services	Room Connector (Per Month, Per Connector)	\$46.55
LC_LM_275	US: Meeting Add-on Services	Large Meetings (100 people) (Per Month, Per User)	\$14.24
LC_LM_276	US: Meeting Add-on Services	Large Meetings (200 people) (Per Month, Per User)	\$19.00
LC_LM_588	US: Meeting Add-on Services	Large Meetings (300 people) (Per Month, Per User)	\$133.00
LC_LM_589	US: Meeting Add-on Services	Large Meetings (500 people) (Per Month, Per User)	\$228.00
LC_WB_270	US: Meeting Add-on Services	Webinar (100 attendees) (Per Month, Per User)	\$38.00
LC_WB_271	US: Meeting Add-on Services	Webinar (500 attendees) (Per Month, Per User)	\$133.00
LC_WB_272	US: Meeting Add-on Services	Webinar (1,000 attendees) (Per Month, Per User)	\$323.00
LC_WB_273	US: Meeting Add-on Services	Webinar (3,000 attendees) (Per Month, Per User)	\$940.50
LC_WB_590	US: Meeting Add-on Services	Webinar (5,000 attendees) (Per Month, Per User)	\$2,365.50
LC_WB_591	US: Meeting Add-on Services	Webinar (10,000 attendees) (Per Month, Per User)	\$6,165.50
LC_LR_398	US: Live Reports	Live Reports (Per Month, Per License)	\$23.75
PS_1	Additional On-site Training Support	Customer request for additional time/hours of onsite training support	\$1,520.00
PS_2	Additional Sites	Additional locations and users	\$190.00
PS_3	Additional time on site	Additional hours as requested by the customer	\$190.00
PS_4	Dedicated Resources - PM (quarter-time)	Quarter time dedicated PM time	\$7,980.00
PS_5	Dedicated Resources - PM (half-time)	Half time dedicated PM time	\$15,960.00
PS_6	Dedicated Resources - PM (full-time)	Full time dedicated PM time	\$31,920.00
PS_7	Dedicated Resources - PGM (quarter-time)	Quarter time dedicated PGM time	\$7,980.00
PS_8	Dedicated Resources - PGM (half-time)	Half time dedicated PGM time	\$15,960.00
PS_9	Dedicated Resources - PGM (full-time)	Full time dedicated PGM time	\$31,920.00

PS_10	Deployment	RingCentral Implementation Advisors will be onsite to fully deploy new devices, or provision existing and supported devices, to ensure registration and call testing, troubleshooting any unforeseen issues, conduct administrative and end-user trainings. Final deployment schedule will be determined during the P&D.	\$190.00
PS_11	Direct Connect	RingCentral to setup a direct managed connection between RingCentral and the customer (price per connection)	\$1,900.00
PS_12	Expedite Fee	Request for immediate Project Manager engagement	\$1,900.00
PS_13	Federation Configuration	Configuration of Federation across multiple BU	\$23.75
LC_MS_478	Managed Services	For Moves, Adds, Changes to an account	\$6,000.00
LC_MS_478	Managed Services	For Moves, Adds, Changes to an account	\$500.00
PS_14	Network Assessment	RingCentral remote network assessments utilizing AppNeta probe at one (1) location: <ul style="list-style-type: none"> • Provide Network Requirements and Installation instructions • Set up group for customer in AppNeta • License the probe • Run the probe for up to five (5) business days and verify proper operation again at day 3 • Help customer in case of probe connectivity issues • Provide 30 minute readout of measurement result and conclusions • Document results and provide to the customer • De-license the probe • Probes for multiple locations can be added for additional cost 	\$1,140.00
PS_15	Network Assessment - Enterprise Uplift	Uplift of standard single site assessment to include multi-site sampling	\$237.50
PS_16	Network Assessment - Enterprise	RingCentral remote network assessments utilizing AppNeta probe at one (1) location: <ul style="list-style-type: none"> • Provide Network Requirements and Installation instructions • Set up group for customer in AppNeta • License the probe • Run the probe for up to five (5) business days and verify proper operation again at day 3 • Help customer in case of probe connectivity issues • Provide 30 minute readout of measurement result and conclusions • Document results and provide to the customer • De-license the probe • Probes for multiple locations can be added for additional cost 	\$1,377.50

PS_17	Network Monitoring	ApNetta probe to reside on customer network: Monitoring only per site based on 12/mos	\$2,280.00
PS_18	Network Monitoring	ApNetta probe to reside on customer network: Monitoring only per site	\$190.00
PS_19	On-site Training Support	An onsite engagement that will entail the following items: <ul style="list-style-type: none"> Administrative Training Sessions (One per site for Onsite Implementation) End User Training Sessions (One hour sessions for 10 users at a time up to 20% of user base for Onsite Implementation) Help-Desk Knowledge Transfer Training 	\$1,520.00
PS_20	Out of Hours Migration	Migration support for customers outside of normal operating hours (per hour)	\$237.50
PS_21	Planning and Design	A single onsite engagement with a RingCentral resource at one (1) location focused on gathering the necessary client data to complete the system build-out, submit the port request(s) and to ensure network readiness. Specific details include establishing call routing details, user profiles, inventory capture of main and direct dial numbers, in-depth network information. A detailed project plan with complete scope and timelines will be shared and updated through project completion.	\$190.00
PS_22	Project Management	A Designated RingCentral Project Manager will be assigned to oversee and document all aspects of this project for up to 60 days from contract signature. A Project Manager will ensure the scope and timelines of each project remain on track for a successful implementation. The PM will schedule a kickoff call to determine the dates for the Planning and Design engagement. The PM will be responsible for the complete system build-out, multi-site coordination and post implementation/end user acceptance and warm hand-off to RingCentral support. The Project Manager will provide up to three (3) one hour administrative training sessions.	\$190.00
PS_23	RC Rooms Setup	On-site Equipment Setup - Charge by hour	\$190.00
PS_24	Remote Delivery Package - Mid market	Remote engagement includes: up to 3 locations, Onboarding services, Planning and Design, Project Management plus 2 end user training sessions.	\$4,655.00
PS_25	Remote Delivery Package - SMB On-site	Includes: Onboarding services including Planning and Design, Project Management and Onsite Deployment at one (1) location up to 50 users	\$3,705.00

PS_26	Remote Delivery Package - SMB Remote	Remote engagement includes: Onboarding services including Planning and Design, Project Management and Remote Implementation and Training at one (1) location up to 50 users	\$2,755.00
PS_27	Retail Site Installs	Multi site implementation with onsite support	\$190.00
PS_28	Retail Site Survey	Site survey to be conducted onsite by RingCentral resource	\$190.00
PS_29	Remote Training	Remote End user training to be conducted via webinar or RingCentral meetings	\$190.00
PS_30	Web Development / Custom API	*Custom scope required	\$142.50
SA_SEATO_1	Engage Digital Named Seat for managing email - channel	recurring, per named-seat	\$75.00
SA_SEATO_2	Engage Digital Named Seat for managing email - channel on demand	overage, per named-seat	\$95.00
SA_SEATO_3	Engage Digital Named Seat for managing chat - channel	recurring, per named-seat	\$75.00
SA_SEATO_4	Engage Digital Named Seat for managing chat - channel on demand	overage	\$95.00
SA_SEATO_5	Engage Digital Named Seat for managing omni - channel	recurring, per named-seat	\$179.99
SA_SEATO_6	Engage Digital Named Seat for managing omni - channel on demand	overage	\$199.99
SA_COBR_7	Co-Browsing Extension for Web Chat Connector per named seat, for all seats	usage, per core seat	\$15.00
SA_COBR_8	Co-Browsing Extension for Web Chat Connector per named seat, for all seats on demand	overage	\$15.00
SA_SFDCAPP_9	Salesforce app for connecting RC Engage Digital to Salesforce CRM per named seat, for all seats	usage, per core seat	\$15.00
SA_SFDCAPPO_10	Salesforce app for connecting RC Engage Digital to Salesforce CRM per named seat, for all seats on demand	overage	\$15.00
SA_LINECRWHATSUP_11	Line of Credit for WhatsApp Business	one-time	\$1,500.00
SA_MANFEESWHATSUP_12	Management fees for WhatsApp Business communications	one-time	\$150.00
SA_SEATO_1	Engage Digital concurrent seat for managing email - channel	per max users	\$105.00
SA_SEATO_2	Engage Digital concurrent seat for managing email - channel on demand	overage	\$135.00
SA_SEATO_3	Engage Digital concurrent seat for managing chat channel	per max users	\$105.00
SA_SEATO_4	Engage Digital concurrent seat for managing chat channel - on demand	overage	\$135.00
SA_SEATO_5	Engage Digital concurrent seat for managing omni-channel	per max users	\$299.99

SA_SEATO_6	Engage Digital concurrent seat for managing omni-channel on demand	Engage Digital concurrent seat for managing omni-channel on demand	overage	\$319.99
SA_COBR_7	Chat Co-Browsing Extension for concurrent seat	Chat Co-Browsing Extension for concurrent seat	per max users	\$20.00
SA_COBR_8	Chat Co-Browsing Extension for concurrent seat	Chat Co-Browsing Extension for concurrent seat	overage	\$20.00
SA_SFDCAPP_9	Salesforce app for connecting RC Engage Digital to Salesforce CRM per concurrent seat, for all seats	Salesforce app for connecting RC Engage Digital to Salesforce CRM per concurrent seat, for all seats	per max users	\$20.00
SA_SFDCAPPO_10	Salesforce app for connecting RC Engage Digital to Salesforce CRM per concurrent seat, for all seats on demand	Salesforce app for connecting RC Engage Digital to Salesforce CRM per concurrent seat, for all seats on demand	overage	\$20.00
	US: RingCentral- Service Fees & Taxes	US: RingCentral- Service Fees & Taxes	Federal Universal Service Fund (Total MRR)	\$0.08
	US: RingCentral- Service Fees & Taxes	US: RingCentral- Service Fees & Taxes	State 911	Varies
LC_E911_52	US: RingCentral- Service Fees & Taxes	US: RingCentral- Service Fees & Taxes	E911 service fee	\$1.00
LC_CRF_51	US: RingCentral- Service Fees & Taxes	US: RingCentral- Service Fees & Taxes	Compliance & Administrative cost recovery fee (1-99 Digital Lines)	\$4.00
LC_CRF_51	US: RingCentral- Service Fees & Taxes	US: RingCentral- Service Fees & Taxes	Compliance & Administrative cost recovery fee (100-999 Digital Lines)	\$3.50
LC_CRF_51	US: RingCentral- Service Fees & Taxes	US: RingCentral- Service Fees & Taxes	Compliance & Administrative cost recovery fee (1,000+ Digital Lines)	\$3.00
LC_SHIPT_80	US: RingCentral- Service Fees & Taxes	US: RingCentral- Service Fees & Taxes	Shipping Fees (Varies based on quantity and delivery requirements)	Varies
1875-1	US: RingCentral MVP- Classroom (Essentials) 1 User	US: RingCentral MVP- Classroom (Essentials) 1 User	Monthly Subscription- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 100 toll-free min/mo per acct)	\$22.79
1875-2	US: RingCentral MVP- Classroom (Essentials) 1 User	US: RingCentral MVP- Classroom (Essentials) 1 User	Monthly Subscription with Contract- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 100 toll-free min/mo per acct)	\$18.99
1875-3	US: RingCentral MVP- Classroom (Essentials) 1 User	US: RingCentral MVP- Classroom (Essentials) 1 User	Annual subscription (pre-pay)- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 100 toll-free min/mo per acct)	\$16.14
1875-4	US: RingCentral MVP- Classroom (Essentials) 2-99 Users	US: RingCentral MVP- Classroom (Essentials) 2-99 Users	Monthly Subscription- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 100 toll-free min/mo per acct)	\$18.99
1875-5	US: RingCentral MVP- Classroom (Essentials) 2-99 Users	US: RingCentral MVP- Classroom (Essentials) 2-99 Users	Monthly Subscription with Contract- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 100 toll-free min/mo per acct)	\$15.19
1875-6	US: RingCentral MVP- Classroom (Essentials) 2-99 Users	US: RingCentral MVP- Classroom (Essentials) 2-99 Users	Annual subscription (pre-pay)- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 100 toll-free min/mo per acct)	\$12.34
1875-7	US: RingCentral MVP- Classroom (Essentials) 100-999 Users	US: RingCentral MVP- Classroom (Essentials) 100-999 Users	Monthly Subscription- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 100 toll-free min/mo per acct)	\$15.19

1875-8	US: RingCentral MVP- Classroom (Essentials) 100-999 Users	Monthly Subscription with Contract- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 100 toll-free min/mo per acct)	\$11.39
1875-9	US: RingCentral MVP- Classroom (Essentials) 100-999 Users	Annual subscription (pre-pay)- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 100 toll-free min/mo per acct)	\$8.54
1875-10	US: RingCentral MVP- Classroom (Essentials) 1,000+ Users	Monthly Subscription- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 100 toll-free min/mo per acct)	\$15.19
1875-11	US: RingCentral MVP- Classroom (Essentials) 1,000+ Users	Monthly Subscription with Contract- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 100 toll-free min/mo per acct)	\$11.39
1875-12	US: RingCentral MVP- Classroom (Essentials) 1,000+ Users	Annual subscription (pre-pay)- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 100 toll-free min/mo per acct)	\$8.54
1874-1	US: RingCentral MVP- Education (Standard) 1 User	Monthly Subscription- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 1,000 toll-free min/mo per acct)	\$31.34
1874-2	US: RingCentral MVP- Education (Standard) 1 User	Monthly Subscription with Contract- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 1,000 toll-free min/mo per acct)	\$27.54
1874-3	US: RingCentral MVP- Education (Standard) 1 User	Annual subscription (pre-pay)- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 1,000 toll-free min/mo per acct)	\$24.69
1874-4	US: RingCentral MVP- Education (Standard) 2-99 Users	Monthly Subscription- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 1,000 toll-free min/mo per acct)	\$25.64
1874-5	US: RingCentral MVP- Education (Standard) 2-99 Users	Monthly Subscription with Contract- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 1,000 toll-free min/mo per acct)	\$21.84
1874-6	US: RingCentral MVP- Education (Standard) 2-99 Users	Annual subscription (pre-pay)- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 1,000 toll-free min/mo per acct)	\$18.99
1874-7	US: RingCentral MVP- Education (Standard) 100-999 Users	Monthly Subscription- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 1,000 toll-free min/mo per acct)	\$19.94
1874-8	US: RingCentral MVP- Education (Standard) 100-999 Users	Monthly Subscription with Contract- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 1,000 toll-free min/mo per acct)	\$16.14
1874-9	US: RingCentral MVP- Education (Standard) 100-999 Users	Annual subscription (pre-pay)- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 1,000 toll-free min/mo per acct)	\$13.29

1874-10	US: RingCentral MVP- Education (Standard) 1,000+ Users	Monthly Subscription- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 1,000 toll-free min/mo per acct)	\$19.94
1874-11	US: RingCentral MVP- Education (Standard) 1,000+ Users	Monthly Subscription with Contract- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 1,000 toll-free min/mo per acct)	\$16.14
1874-12	US: RingCentral MVP- Education (Standard) 1,000+ Users	Annual subscription (pre-pay)- Per Digital Line Or Active Mobile User (Unlimited Local/Long distance US & Canada, 1,000 toll-free min/mo per acct)	\$13.29

RFP EVENT AND PROCESS SUMMARY

A. Purpose & Objectives of the Request for Proposal (RFP)

The purpose of this Request for Proposal (the "RFP") is to invite qualified Telecommunication Suppliers ("Supplier(s)") to prepare and submit proposals to the University of California ("UC") to provide Telecommunication Services that will provide maximum value to the UC through enhanced technology, superior customer service, streamlined processes, and lower total cost of ownership ("Goods and Services") all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in this RFP. The UC has partnered with OMNIA Partners to make the resultant agreement a national cooperative agreement which public agencies, across the country will be able to utilize. Additionally, this RFP also offers a mutually beneficial engagement opportunity with potential Suppliers through a University Partnership program (UPP).

The overall objective of this RFP is to select a Supplier, or multiple Suppliers, to assist UC, and national participating agencies, in obtaining the best, most cost-effective and efficient procurement program for Telecommunication Services. In addition, qualified Suppliers are invited to submit proposals, based on the information provided in this RFP with the intent to establish a business alliance with UC, and OMNIA Partners, that will maximize the resources of both organizations to most effectively meet national participating agencies', and the UC's, needs.

Historically, UC system-wide annual spend for Telecommunication Services has been over \$50 million per year through multiple Suppliers, with each category spend represented as a percentage of total spend as follows: Landline - 48%, Cellular-36% and TV -16% respectively. New purchases, refresh and UC's ongoing growth can increase or decrease the estimated annual spend.

There are no minimum or maximum guarantees in this RFP. However, based on the total UC historical spend, the Supplier shall provide the best pricing for this RFP.

B. Scope of Work

Although this section reflects the needs and requirements of the UC, the Participating Agencies for OMNIA Partners may have different requirements. The awarded Supplier(s) will have the ability to offer their comprehensive Telecommunication Services nationally. OMNIA Partners Participating Agencies may sign a supplemental or usage agreement with the awarded Supplier(s) substantially based on the terms and conditions of UC Agreement. Participating Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

This section sets forth sufficient information to allow Suppliers to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Suppliers are encouraged to use their extensive knowledge and experience within the telecommunications industry to meet and exceed UC's requirements in responding to this RFP. Preference will be given to the Supplier(s) that offer a cost-effective solution for current specifications, future requirements, and ongoing service and support.

UC also recognizes that information technologies and services are rapidly evolving and advancing and that Suppliers may be testing new technologies or developing new services that are not yet available to the public at the time of RFP response. Once these technologies are generally available, UC desires to have the ability to amend the Agreements awarded under this RFP to include these new technologies or service offerings at UC's sole and absolute discretion.

The scope of the RFP includes the following categories and interested suppliers may provide proposals encompassing one, two, or all three categories.

1. Landline Services
2. Cellular Services
3. TV Services (Cable/IPTV)

Category 1 – Landline Services

Landline services consists of the following sub-categories:

i) Usage (Voice) Services: to process all IntraLATA, InterLATA, IntraSTATE, InterSTATE and International calling:

- a) Domestic calling
- b) International calling
- c) Toll-Free (domestic, international).

ii) Transport (TDM & PBX Trunks): dedicated transport including but not limited to:

- a) DS0
- b) DS1
- c) DS3
- d) Primary Rate Interface (PRI)
- e) Session Initiation Protocol (SIP)Trunks
- f) T1 - full-duplex, point-to-point
- g) T3 – private line service providing full-duplex

iii) Point to Point circuits: private data connection securely connecting two or more locations (e.g. remote sites, clinics) for private data services that does not traverse the public Internet. The UC may request point-to-point circuits in a range of bandwidth speeds. This will be on a need basis and individual UC locations wishing to pursue the opportunity will develop a detailed scope of work consistent with the resultant agreement with the awarded Supplier.

iv) Cloud VoIP: UC wishes to explore the various options available for cloud based VoIP telephony services to augment existing legacy phone systems. This will be on a need basis and individual UC locations wishing to pursue the opportunity will develop a detailed mutually agreed scope of work consistent with the resultant agreement with the awarded Supplier.

Current Technology/ Environment

The UC operates various Private Band Exchange (PBX) phone systems that connect to existing carrier PRIs and SIP trunks. Individual campus phones historically dial 9 to access carrier trunks for a local call or 9+1 for a long distance calls.

Landline Profile

The below table provides a close estimate for systemwide annual voice minutes, # of DID's owned, # of PRI's, SIP trunks and simultaneous call paths:

	Annual minutes (2019)
800 minute calls (inbound/outbound)	15.5 million
Local calls (outbound)	35.5 million
Domestic long distance (outbound)	35.3 million

# of DID's owned/reserved	228,917
# of PRI's	193
# SIP Trunks	8
Simultaneous Call Paths	3,850

Category 2 – Cellular Services

This category covers cellular voice, data, messaging over broad cellular coverage, high network accessibility, and acceptable voice quality together with related equipment and accessories. Mobile phones are a useful resource for UC employees and may be assigned to individuals or departments for whom the nature of their work requires mobility and have an explicit need for access or to be readily accessible by others.

Suppliers are required to provide details of rate plans offered. At a minimum, UC is seeking pricing for both traditional cellular plans that include a discounted mobile device as well as bring your own device (BYOD) plans where the user will supply their own mobile device for connection to the cellular network or to pay for a device separately from the monthly service plan. UC will maintain existing legacy plans if they are in use and seeks the flexibility to switch to new plans under the new Agreement.

The UC is seeking to obtain related equipment or accessories intended for use with cellular connected devices. Suppliers must certify and warrant that all equipment provided under any agreement to UC shall be new and genuine and in manufacturers original packaging

Category 3 - TV Services

This category relates to television service delivery over coaxial/RF, fiber optic cable, IP transport, or a combination of these to all UC facilities including but not limited to its residence halls, UC apartments, graduate housing, other academic, administrative and health facilities, as well as off-campus UC managed buildings. UC seeks pricing for content as well as any equipment necessary to deliver service.

Student housing has grown considerably over the past years and will continue to grow at most UC locations during the agreement term. The residential housing facilities maybe occupied fully throughout the year, with peak occupancy from September through June.

The residential housing facilities are occupied fully and utilize services through the academic year, with peak occupancy from September through June. Similarly, the academic, administrative and facilities may utilize the services throughout the year. Some UC Locations may offer accommodation to conference or professional groups during summer months. UC seeks its choice of educational, international, and entertainment programming. Additionally, UC seeks the ability to revise and change services as deemed necessary.

For IPTV services, UC is seeking to receive video content that can be distributed across the respective UC Location and via multiple devices with channel line-up customizable for different groups according to their need. The IPTV feeds are to be delivered over the UC's data network and the system shall be "plug and play" for all digitally delivered services. For coax/RF TV, UC is seeking high quality, reliable clear QAM and enhanced television services with the ability to provide services in high-definition (HD). UC generally owns the cabling, material, and equipment that comprises the CDS.

The Supplier shall be responsible for providing all other cabling and equipment necessary for signal distribution in the service areas as outlined in this RFP.

Currently, some UC Locations own coax distribution systems (CDS) and purchase content only, while other locations have transitioned to IPTV service. Ideally, we are seeking Supplier(s) who can provide expanded capabilities as new technologies become available during the term of the agreement.

Although individual UC locations have the goal to upgrade its TV services architecture to incorporate an IPTV solution progressively, budgetary constraint is a consideration, thus, Suppliers must also bid as if UC locations are to continue using a digital cable television service.

Equipment

Supplier shall provide and install all equipment necessary to distribute signals over UC's fiber system. The Supplier shall utilize all existing CDS that are currently in use and may choose to replace or upgrade equipment as required with UC's prior consent. When required by UC, the Supplier shall be responsible for providing and installing the CDS for any new building construction, expansion or refurbishing.

For any turnkey projects, the respective UC Location will work with the awarded Supplier for all aspects of network design, construction, installation, testing, upgrades and replacement on a time and material basis under a mutually agreed scope of work consistent with the resultant agreement. All equipment must meet FCC specifications and is to be installed by trained technicians. Additionally, Suppliers must certify and warrant that all equipment provided under any agreement to UC shall be new and genuine and in manufacturers original packaging. The UC shall have the option to purchase the equipment upfront or choose to pay through the service cost.

A brief campus profile providing additional details on number of users, existing infrastructure amongst others is provided at the end of this document.

C. Organizational Context:

University of California

The UC's fundamental mission is teaching, research, and public service. Founded as the state's first and only land grant institution in 1868, the [University of California](#) (UC) has approximately 280,000 undergraduate and graduate students, a workforce of 223,000, and is comprised of the following locations, their adjacent offices, remote offices, and defined as the following locations:

- Ten Campuses - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
- Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
- The UC Office of the President – A central system-wide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.
- The Division of Agriculture and Natural Resources – Comprised of over 60 local offices and Research and Extension Centers located throughout California and County Cooperative Extension offices.
- UC Hastings College of Law
- Lawrence Berkeley National Lab, which is owned by the Federal Government, but managed by the University of California.
- Additional centers and offices as further detailed at: <http://www.universityofcalifornia.edu/uc-system/parts-of-uc>.

Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates.

OMNIA Partners – National Program

The University of California, as the Principal Procurement Agency, defined in OMNIA Partners Exhibit A, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The University of California is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, a form of which is attached hereto on OMNIA Partners Exhibits, or as otherwise agreed to. OMNIA Partners Exhibits contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (OMNIA Partners Exhibits).

The estimated annual volume of Telecommunication Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately \$125 million, however, no minimum or maximum volume is guaranteed to Supplier under the OMNIA Partners Master Agreement. This projection is based on the current annual volumes among the University of California, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

UC Partnership Program

Relationships for some business products and services may be more mutually beneficial if the breadth and depth of the relationship are expanded to advance a set of shared objectives and principles. With that understanding, UC locations have established partnership programs to pursue strategic business relationships — collectively the “UC Partnership Programs” (UCPP, or “Partnership Programs”), <https://ucpp.ucop.edu/>

The Partnership Programs are excited to offer this additional engagement opportunity to potential Telecommunication Suppliers.

The Partnership Programs work with departments from across their respective UC Locations to offer Suppliers facilitated, singular access to an array of engagement opportunities among students, faculty, staff, and alumni. In selecting Suppliers, the Partnership Programs adhere to the following set of UCPP Guiding Principles to ensure well-rounded partnerships align with the university's missions and values:

- **Strategic Brand Alignment:** Develop authentic partnerships that align with and support the University's mission of teaching, research, and public service, with a focus on diversity, equity and inclusion; sustainability and social responsibility.
- **Priority Services and Engagement:** Secure partnerships that provide support through products or services that contribute to, and enhance, the daily experiences of our students, faculty, staff, and alumni.
- **Campus Impact:** Enhance the lives of our students, faculty, staff, alumni and our community through support of campus programs that highlight the [University of California's Values](#).
- **Revenue Generation:** Pursue strategic, significant partnerships that unlock new campus revenues and program support aimed at advancing the mission of the University.

Partnership opportunities are available that span across the UC system. The UC boasts one of the most innovative and diverse student bodies in the nation. Through recruiting events, career fairs, internships, scholarships and mentorships, UCPP can help our business partners forge connections with the bright minds of the next generation across the 10 campuses. UCPP can also work with your business to provide more in-depth engagement opportunities at individual UC campuses. Partnerships can be developed to support communication and execution of corporate social responsibility initiatives. As a partner, your business can also receive access to premier experts within various fields, opportunities to collaborate on research and explore options for employee continuing education. Affinity programs can also be developed that provide sponsorship and marketing opportunities for partners, exposing them to the UC community of employees, students, alumni, retirees and supporters. Partnership opportunities are individually crafted to fit the needs of our partners as well as our campus communities.

D. Issuing Office and Communications Regarding the RFP:

This RFP, and any subsequent addenda to it, is being issued by UC Procurement Services on behalf of the University of California. UC Procurement Services is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP. UC Procurement Services is also the only office authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP and any Agreements(s) awarded as a result of this RFP.

Suppliers are not permitted to communicate with any UC employee regarding this solicitation during the period between the RFP issue date and the announcement of awards, unless authorized by UC Procurement Services sole point of contact named below.

All communications, including submission of RFP response and any requests for clarification concerning this RFP, must be submitted via the University of California supplier registration and sourcing web system (CalUsource) (as further detailed herein).

IT Commodity Manager contact information:
 Roshni Pratap
 IT Commodity Manager
 E-mail: Roshni.pratap@ucop.edu
 Phone: 510.287.3376

If a Supplier is found to be in violation of this provision, the UC reserves the right to disqualify that Supplier from further consideration.

E. RFP Schedule:

Suppliers interested in submitting proposals in response to this RFP should do so according to the schedule as reflected in Timelines section in the CalUsource portal. A Supplier may be disqualified for failing to adhere to the dates and times for performance specified in the portal. All times are Pacific Time Zone and dates are subject to change at the sole discretion of the UC.

Pre-Proposal Conference Call:

A Pre-Proposal Conference Call will be held via Zoom as follows:

Category 1 – Landline – Monday, June 8, 2020 from 2:00 – 3:00pm (PDT)

Category 2 – Cellular – Monday, June 8, 2020 from 3:15 – 4:15 pm (PDT)

Category 3 – TV – Thursday, June 11, 2020 from 10:00 – 11:00 am (PDT)

This conference call will provide Suppliers the opportunity to ask questions about the RFP, OMNIA, and the University's requirements. Attendance on the Pre-Proposal Conference Call is highly recommended for Suppliers who intend to submit a proposal. Attendance, via the conference call line must be limited to two representatives from each participating company. The instructions on how to join the Zoom meeting will be provided to Suppliers by email. Any changes to the Pre-Proposal Conference Call requirements are at the sole discretion of the University.

F. Addenda to the RFP:

Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the UC via the CalUsource portal. Any addenda to this RFP will be distributed to all participating Suppliers via the CalUsource portal. The UC will not be responsible for failure of any prospective Supplier to receive such Addenda. All Addenda will become part of the RFP.

G. Instructions for Submitting Proposals:

Proposals, in response to this RFP, must be submitted online using CalUsource **no later than the time and due date reflected in the CalUsource portal**. No mailed, telephone, emailed, facsimiled, or late proposals will be considered.

Responses will take time to enter into the CalUsource portal. It is highly recommended that Suppliers go through the Supplier Resources at <https://CalUsource.net/supplier-resources/> for guidance on how to navigate and use CalUsource. Supplier's inability to enter their response into the CalUsource portal will not be accepted as a reason for a late response.

If you have questions about CalUsource, please contact UC Procurement Services Support at support@ucprocure.zendesk.com. For any technical issues, contact GEP Support: 1-732-428-1578 or support@gep.com. Please identify yourself as registering in the University of California network.

Suppliers must provide a complete, straightforward, concise response to all Guidelines, Questionnaires, Price sheets, and any other information requested in the RFP as detailed in the CalUsource portal. Suppliers warrant that all information provided is true and accurate. The submission of false, inaccurate, or otherwise misleading information may be grounds for disqualification from the RFP process, as well as jeopardize Supplier's eligibility to participate in future UC business.

1. Attachments may be necessary for some questions to further clarify or illustrate a response. In those cases, please label the attachments with your company name to make it easy for the evaluators to find the referenced attachment, unless otherwise suggested in the specific questionnaire question.

2. Attachment Naming Convention:

Your Company Name_RFP Name_ Questionnaire Name, Questionnaire, Question #

E.g. "XYZ Company_Office Supplies RFP_, Questionnaire-Supplier Information, #3"

3. Supplier must not provide superfluous materials such as marketing materials or website links in response to, or in lieu of, specific responses to the questions herein, and may be disqualified for providing superfluous materials.
4. Collusion among Suppliers is not allowed. If there is proof of collusion among Suppliers, all Proposals involved in the collusive action will be rejected.
5. Suppliers must operate within the guidelines of all Federal and State Labor Codes.
6. Late proposals will not be accepted.

H. Supplier Questions:

Each Supplier is expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in, omissions to, or questions about the information provided in the RFP or by any other source, a request must be submitted via the CalUsource "Discussion Forum" by the stated deadline. Responses to individual Supplier questions will be made available to all Suppliers that submit a notification via the CalUsource portal of their intent to bid.

I. Proposal Evaluation and Agreement Award:

1. Any Agreements(s) resulting from this RFP will be awarded to the most responsive and responsible Supplier(s) whose Proposal, in the opinion of the UC, offers the greatest benefit to the UC when considering the total value, including, but not limited to, the quality of the Services, and total cost (including prompt payment discounts, available volume discounts, and other elements of value to the UC). A responsive Supplier is one whose offer satisfies the Requirements of this RFP. A responsible Supplier is one that is considered capable of performing and is otherwise eligible and qualified to perform in the manner stated in this RFP.
2. Proposals will be evaluated by the UC using a Best Value Evaluation Methodology which is defined as the most advantageous balance of price, quality, service, performance, and other elements as defined by the University, achieved through methods in accordance with Public Contract Code Section 10507.8 and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, security, required services, and the reduction of overall operating costs included in the proposal. The Evaluators will examine each Proposal to determine, through the application of uniform criteria, the ability of each Supplier to meet the UC's specifications.
3. The UC may request additional information either from the Supplier or others, utilize site visits, Supplier presentations, sandbox testing, and make any other investigations, as it deems necessary to verify the Supplier's qualifications and ability to successfully meet the requirements of this RFP. The UC also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports for further indications of the Supplier's ability.
4. The UC reserves the right to reject any proposal in which the information submitted fails to satisfy UC and/or the Supplier is unable to provide the information or documentation within the period requested. Any submitted proposal that does fails to comply with the requirements of this RFP will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract.
5. The UC may waive irregularities in a proposal provided that, in the judgment of the UC, such

action will not negate fair competition and will permit proper comparative evaluation of Proposals submitted. The UC's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Supplier from full compliance with the RFP specifications in the event the Agreement is awarded to that Supplier.

6. The UC reserves the right to award an Agreement to a local-only supplier if deemed to be, solely at the discretion of the UC, in the best interests of the UC. For any local-only Agreement, the UC reserves the right to accept or reject any or all proposals, make more than one award, split the award, or make no award. The UC also reserves the right, for a national Agreement, to accept or reject any and all proposals, make more than one award, split the award, or make no award. The UC reserves the right to award any number of local or national contracts at the same time.
7. Any contract awarded pursuant to this RFP will include the requirements and specifications in the RFP, as well as, the contents of the proposal response as accepted by UC and will be in writing.

The UC's selection may be made based on the initial proposals or may elect to negotiate with Suppliers selected as finalists. The UC reserves the right to negotiate the modification of proposed prices and/or terms and conditions with the Supplier offering the best value to the UC prior to the execution of an Agreement. Participating Agencies commonly require a modification to a term of the Agreement (e.g. governing law). The awarded Supplier and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Agreement. The UC reserves the right to withdraw this RFP at any time.

J. Multi-Phased Initiative:

This Initiative will consist the following separate phases:

1. Phase I- Prerequisites:

Supplier must acknowledge and agree to all requirements of the RFP as outlined in the Guidelines section in CalUsource before advancing in the proposal process. Supplier must submit final proposal via the CalUsource portal.

2. Phase II: Selection of Finalists

Finalists will be identified based on the quality and responsiveness of the written proposals.

3. Phase III: Finalist Presentations (At UC Discretion)

- a. The top finalists resulting from Phase II will advance to Phase III.
- b. Suppliers may be requested to conduct a live presentation regarding the Suppliers' ability to provide the Services. However, the UC may determine that presentations are not necessary. In the event presentations are conducted, information provided during the presentation process shall be taken into consideration when evaluating the stated criteria. The UC shall not reimburse the Supplier for the costs associated with the interview process.

K. Proposal Preparation Costs:

All costs incurred in the preparation and submission of Proposals and related documentation, including Supplier's presentations, demonstrations and provision of the Services to UC for independent testing purposes, will be borne by the Supplier.

L. Proposal Validity Period:

All Proposals shall remain available for UC acceptance for a minimum of one-hundred and twenty (180) days following the RFP closing date.

M. Agreement Term:

The term of the Agreement shall commence upon execution of the Agreement will be for a period of five (5) years (the "Initial Term") with Five optional one (1) year extensions (the "Renewal Terms"), at the sole discretion of the UC, for a total of ten (10) years. Category discounts shall remain firm for the Initial Term and all Renewal Terms of any agreement that may be awarded pursuant to this RFP. All pricing must be verifiable and auditable from the date of the contract award.

N. No Mandatory Use:

Supplier is advised that there is no mandatory use policy at the University of California for agreements. As a result, UC does not guarantee any specific amount of business forthcoming from this RFP. A winning Supplier may still see some competition at any given UC location for any given Service. However, by providing outstanding prices, service, and the overall best total cost and quality to the UC system wide, the winning Supplier is expected to garner a very large percentage of the total available UC business.

O. Disclosure of Records/Confidentiality of Information

1. All Proposal responses and related documents, submitted to the UC in response to this RFP will become the exclusive property of the UC upon receipt and will not be returned.
2. Proposal response(s), which are incorporated into any resulting contract(s) with the University of California, may be subject to the State of California Public Records Act (CA State Government Code 6250, et. seq.). This Request for Proposal, together with copies of all documents pertaining to any award, if issued, will be kept for a period of one (1) year from date of contract expiration or termination and made part of a file or record that shall be open to public inspection. Certain private, trade secret or confidential information may be considered exempt from the California Public Records Act. Any trade secret or company confidential information submitted as a part of this proposal shall be clearly marked "Trade Secret Information" or "Confidential Information."
3. Should a request be made of the University of California for access to the information designated confidential or trade secret by the Supplier and, on the basis of that designation, UC denies the request, the Supplier may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

P. Business Review/Business Reports

Supplier shall meet with the UC for Regular Business Reviews to review contract usage and effectiveness, discuss current Services offerings and provide suggestions and discussion for continuous improvement in Services efficiencies, and address additional topics pertinent to the relationship towards the UC's strategic goals. For each Business Review the Supplier must provide pertinent performance and management reports detailing a wide range of information related to the resulting agreement at both the UC-wide level and for each individual UC location.

Q. Errors and Omissions:

If the Supplier discovers any discrepancy, error, or omission in this RFP or in any of the attached documents, UC shall be notified immediately, and a clarification/notification will be issued to all Suppliers who have access to this RFP. No Supplier will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the UC was not notified and a response provided. All Addendums of Clarification will be distributed to the Proposal Participants via the CalUsource portal

Category 3_TV_ UC Location overview

UCB

Estimated 3625 rooms/units and 50 lounges, meeting, and other spaces in housing/dining buildings of Residential and Student Services.

Method of delivery: Cable Modem, IPTV

UCD

UCD has approximately 6730 residents during the academic year. The University Housing facilities footprint consists of six building complexes with 75 buildings spread throughout the University campus, all locations are on campus property; in total there are approximately 4000 housing units. All facilities are linked using fiber optic network infrastructure operated by the University. The current television programming is fed to the campus from a 10 Gbps data circuit from our current Supplier that terminates in our Telecommunications building, and from here is distributed via IP into the campus data/wifi network as well as into the coax distribution system. All rooms already have network ports and wifi installed, older rooms still have coax but is it being phased out.

Method of delivery: A limited number of connections (approximately 50) still use QAM over COAX. Set-Top Box -approximately 50 in use. Most connections are over the campus network – either wireless through the on-Campus app or through a smartTV.

of users or drops on service currently: 6730

UCLA

The UCLA Cable Television system is a closed campus system that provides the cable broadcast of entertainment and educational programming to the Residence Halls, Campus RRUMC Hospital, and various academic and administrative buildings (83 buildings). UCLA operates and maintains the CATV broadband satellite signal reception, transmission, modulation, combining, and video distribution output through the Master Headend. The signal is transmitted to the subscriber base via a single-mode fiber feed to each of the buildings with a fiber optic receiver installed in a secured building fiber room. The output of the receiver is connected to a coax splitter to support multiple cable outlets, or drops, within each building. Housing discontinued the UCLA RF Cable Television service as of 10/2019 and obtained their own IPTV service for all Housing students; Campus RRUMC Hospital discontinued the UCLA RF Cable Television service as of 12/31/2019 and installed their own satellite Headend. The current television program consists of 93 channels of programming which includes all of the local affiliates (KCBS, KNBC, KTLA, etc.).

Method of delivery: Satellite fed Headend w/ a hybrid fiber/coax distribution system. Programming is broadcast in clear QAM

of users or drops on service currently: 337

UCSB

UCSB has approximately 185 business customers and no residential customers. The campus has its own headend consisting of fiber optical splitters, 16 Phillips transmitters, and one Quintech amplified RF splitter, 1 in, 16 out. The campus also manages its own fiber distribution network consisting of 250 non-residential buildings with Antronix 1 Ghz Mini Nodes for optical to RF conversion at the building sites with CATV service. Most the TVs are connected to a wall plate with a co-ax connector, but in several of the UCSB private lodging rooms (hotels) there are about 80 TVs connected by Wi-Fi.

Method of delivery: Switched Digital TV (SDTV, 80 channels).

of users or drops on service currently: 67

UCSC

UCSC has campus owned/operated/maintained coaxial distribution system. The IP services is via existing campus IP network, including WiFi. The existing supplier has one head end on campus where they deliver the bulk RF and IP based services and has non-exclusive easement access. There are 287 residential buildings. The coaxial connections are spread across 3,263 student rooms and 158 lounges.

Method of delivery: Bulk Video” via RF/Coaxial Cable. “Bulk IP” via IP to campus users. Fed to campus demarcation point by Supplier via non-exclusive easement.

of users or drops on service currently: 6020

UCSD

UCSD has 14,500 residents during the academic year. The housing foot print consists of about 60% of the buildings on campus including 8 campus regions with over 400 buildings ranging from single to 22 story buildings. All undergraduate infrastructure is linked by UCSD networking operated by the university and all graduate housing, network is provided by Supplier. All undergraduate housing (~12000) contracted residents are moving to IPTV & clear Qam. Graduate housing is using clear QAM, cable TV & cable modem, wireless and ITPV and Supplier provided networking both Ethernet and wireless. The current lineup which is the same for all groups is 100 HD clear Qam channels and like channels through IPTV.

Method of delivery: Cable Modem, IPTV. Supplier provided wired and wireless for graduate housing. UCSD networking for Undergrad and clear Qam and IPTV for undergraduate housing

of users or drops on service currently: >14,500

Potential future rooms: 4000 in 2-3 years

UCR

UCR has approximately 6,500 residents during the academic year. The University Housing facilities footprint consists of 8 building complexes spread throughout the University campus. All facilities are linked using Coaxial Cable Video network infrastructure operated by Spectrum. UCR has a University operated Ethernet data network for their units attached to the main campus, but it does not reach its Campus Apartments. The current television program consists of MDU: Basic and Expanded, Showtime, and Public View. All rooms already have coax cable TV, the rooms connected to the main campus have an Ethernet port, and our newer buildings have Wi-Fi access for residents.

Method of delivery: Clear QAM via Coax

of users or drops on service currently: 2665

UCI

The UCI's Cable TV is a closed campus system that provides the cable broadcast of entertainment and educational programming to all UCI Student Housing managed properties (residence halls, apartments, suites, and towers). Managed properties cover 6 housing communities with over 250 buildings plus community/recreation centers (common areas). UCI operates and maintains the CATV broadband satellite signal reception, multiplexer, transmission, and video distribution output through the Main Headend. Signal distribution to the building varies as some are fiber to the building (newer buildings); however, the majority of the distribution utilizes a hub-spoke model with fiber to central building(s) transceiver(s) within a community and then RG-11 distribution to the surrounding spoke buildings. The output of the receiver is connected to an amplifier (as needed) and splitter to support subscribers at the wall.

A total of 2895 undergraduate residential units are fully occupied 75% of the year while another 1703 graduate residential units are occupied 100% of the year. The total 4598 residential units are serviced by approximately 8034 drops which include living rooms, lounge areas, and dedicated open spaces to a particular building.

The 126 "open spaces" includes general community common areas and administrative areas. It also includes staff live-on houses which represents 38 drops.

Method of delivery: Satellite and OTA antenna fed Headend w/ a one-way hybrid fiber/coax distribution system. Programming is broadcast in clear QAM.

of users or drops on service currently: 4598

Questionnaire Name: Supplier Information Questionnaire		
Q#	QUESTION TITLE	RingCentral, Inc. Response
1	This section (maximum 4000 characters) will present a high-level synopsis of the Proposer's responses to the RFP. The Executive Summary shall be a brief overview and shall identify the main features and benefits of the proposed Services. If you need to add an attachment, maximum is 2 pages.	Please see the attached document for our Executive Summary. Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_Supplier Information Questionnaire, Executive Summary #1_RingCentral Executive Summary.docx
2	Upload a separate document that you create, labeled "Financials", providing information to convey your financial capability and viability to supply the Services under an awarded Agreement. Specific financial information must include, but is not limited to: Proposer's recently audited (or best available) financial statements for the past two (2) fiscal years, or equivalent information, in order to establish Proposer's financial viability, integrity and position, net income, market capitalization and other relevant financial factors; Proposer's fiscal year, and D-U-N-S number. The University is the sole judge for making this determination which will be made prior to issuing awards.	Please find our 2019 10K attached. As a publicly traded organization, our financial information, including SEC financial filings, quarterly earnings releases and earnings webcasts may be accessed under Financial Results section of our website: https://ir.ringcentral.com/financials/financial-results/default.aspx Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_Supplier Information Questionnaire, Supplier Financial Information #2_RingCentral 2019 10K.pdf
3	Does your company maintain a support/sales network within the University of California territory? If no, list the UC locations where you don't	RingCentral is a global company with a local presence in many markets. Our headquarters is located at 20 Davis Drive, Belmont, CA 94002. We have support and sales resources that work out of that office and surrounding areas in California.
4	Do you also have regional, national or international operations? If yes, provide details including address of your company's headquarters.	Yes, Our US-based support is located in our Belmont, CA, Englewood, CO, and Charlotte, NC offices. Our international support locations are located in London, UK, Odessa, Ukraine, St. Petersburg, Russia, Xiamen, China, and Manila, PH.
5	Provide any information regarding parent company, affiliates and/or subsidiaries.	RingCentral, Inc. is the parent company.
6	Provide any information regarding any mergers with another company (buy/sell) within the last twelve (12) months.	As a publicly traded company subject to SEC rules, RingCentral cannot comment on this question. For information on mergers or acquisitions please refer to our SEC filings: http://ir.ringcentral.com/Docs .

7	Has your company been subject to litigation related to the proposed Services? If yes, please explain.	As disclosed in RingCentral, Inc.'s FORM 10-K filing with SEC, from time to time, the Company may be involved in a variety of claims, lawsuits, investigations, and proceedings relating to contractual disputes, intellectual property rights, employment matters, regulatory compliance matters, and other litigation matters relating to various claims that arise in the normal course of business. The Company determines whether an estimated loss from a contingency should be accrued by assessing whether a loss is deemed probable and can be reasonably estimated. The Company assesses its potential liability by analyzing specific litigation and regulatory matters using reasonably available information. The Company develops its views on estimated losses in consultation with inside and outside counsel, which involves a subjective analysis of potential results and outcomes, assuming various combinations of appropriate litigation and settlement strategies. Actual claims could settle or be adjudicated against the Company in the future for materially different amounts than the Company has accrued due to the inherently unpredictable nature of litigation. Legal fees are expensed in the period in which they are incurred. Additional information can be found in RingCentral's Form 10-K filing with the SEC, accessible at: http://ir.ringcentral.com/Docs (see Part I, Item 3 entitled "Legal Proceedings.")
8	Has your company been the debtor of a bankruptcy within the previous five years? If yes, please provide details.	No. RingCentral has never declared nor been involved in any bankruptcy proceeding.
9	Is your company in the process of or in negotiations toward being sold or merged or anticipated within the next twelve (12) months? If yes, please provide details.	No.
10	Within the previous five years has your company been debarred from contracting with any local, state, or federal governmental agency? If yes, please explain.	RingCentral as a publicly traded company cannot disclose information that has not been made publicly available. There have been no debarment or suspension actions taken against supplier disclosed in RingCentral's Annual Report on US Securities and Exchange Commission Form 10-K. RingCentral's Annual Reports are accessible at: https://ir.ringcentral.com/financials/annual-reports/default.aspx .
11	Within the previous five years has a governmental or private entity terminated your company's contract prior to contract completion? If yes, please explain.	No.
12	List all recalls or claims of technical failures that your company has had in the last five years, including details regarding the reasons for the recalls or claims.	RingCentral as a publicly traded company cannot disclose information that has not been made publicly available. As a publicly traded company, our SEC filings may be accessed under the Investor Relations section of our website here: https://s24.q4cdn.com/639777509/files/doc_financials/2018/396895392.pdf . For information, see Part I, Item 3 of RingCentral's 2018 Annual Report on Form 10-K entitled "Legal Proceedings."
13	Provide details on any contracts that have been terminated due to failure to meet contractual or technical obligations.	RingCentral as a publicly traded company cannot disclose information here that has not been made publicly available. As a publicly traded company, our SEC filings may be accessed under the Investor Relations section of our website here: https://s24.q4cdn.com/639777509/files/doc_financials/2018/396895392.pdf . There have been no terminations requiring disclosure per SEC guidelines.
14	Has your company used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency within the previous five years? If yes, please provide details.	RingCentral hasn't used any subcontracts to perform work that have been debarred by a government in the last five year.

15	Has your firm been the defendant in court on a matter related to payment to subcontractors or work performance on a job in the previous five years? If yes, please provide details.	RingCentral as a publicly traded company cannot disclose information here that has not been made publicly available. As a publicly traded company, our SEC filings may be accessed under the Investor Relations section of our website here: https://s24.q4cdn.com/639777509/files/doc_financials/2018/396895392.pdf . There have been no terminations requiring disclosure per SEC guidelines.
16	Does your firm have any outstanding judgements pending against it? If yes, please explain.	As disclosed in RingCentral, Inc.'s FORM 10-K filing with the SEC, from time to time, the Company may be involved in a variety of claims, lawsuits, investigations, and proceedings relating to contractual disputes, intellectual property rights, employment matters, regulatory compliance matters, and other litigation matters relating to various claims that arise in the normal course of business. The Company determines whether an estimated loss from a contingency should be accrued by assessing whether a loss is deemed probable and can be reasonably estimated. The Company assesses its potential liability by analyzing specific litigation and regulatory matters using reasonably available information. The Company develops its views on estimated losses in consultation with inside and outside counsel, which involves a subjective analysis of potential results and outcomes, assuming various combinations of appropriate litigation and settlement strategies. Actual claims could settle or be adjudicated against the Company in the future for materially different amounts than the Company has accrued due to the inherently unpredictable nature of litigation. Legal fees are expensed in the period in which they are incurred. Additional information can be found in RingCentral's Form 10-K filing with the SEC, accessible at: http://ir.ringcentral.com/Docs (see Part I, Item 3 entitled "Legal Proceedings.")
17	Was your firm assessed for liquidated damages on a contract within the previous five years? If yes, please provide details.	RingCentral's price and delivery proposed in response to the Request for Proposal is predicated on all transactions being governed exclusively by the terms and conditions of the RingCentral Master Services Agreement, including those Attachments to it responsive to requirements set out in the RFP (the "MSA"). A draft MSA is submitted as an integral part of RingCentral's proposal. The MSA's Service Level Agreement (SLA) for RingCentral Office Services includes financially backed service availability levels that RingCentral commits to deliver on the RingCentral Network for Voice Services at a service availability performance level of 99.999%. In the ordinary course of business, there have been occasions where SLA credits have been offered to maintain customer satisfaction.
18	Has your firm received notice of and/or been involved in litigation regarding any intellectual property or patent infringement for the Goods and/or Services that your firm is offering to the University? If yes, please explain.	RingCentral's price and delivery proposed in response to the Request for Proposal is predicated on all transactions being governed exclusively by the terms and conditions of the RingCentral Master Services Agreement, including those Attachments to it responsive to requirements set out in the RFP (the "MSA"). A draft MSA is submitted as an integral part of RingCentral's proposal. The MSA's Service Level Agreement (SLA) for RingCentral Office Services includes financially backed service availability levels that RingCentral commits to deliver on the RingCentral Network for Voice Services at a service availability performance level of 99.999%. In the ordinary course of business, there have been occasions where SLA credits have been offered to maintain customer satisfaction.

<p>19</p>	<p>Please note that any Joint Venture (JV) Proposers responding to this RFP must clearly identify the partners which make up the Joint Venture and identify themselves as a Joint Venture in their submitted proposal. To be considered, the Prime Proposer (e.g. individual, sole proprietorship, firm, partnership, corporation, joint venture or other legal entity), must demonstrate relevant expertise to successfully perform their role and responsibilities.</p>	<p>RingCentral, Inc. (RingCentral) is a leading provider of software-as-a-service (SaaS) solutions for business communications. We believe that our innovative, cloud-based approach disrupts the large market for communications solutions by providing flexible and cost-effective services that support a distributed workforce, mobile employees and the proliferation of "bring-your-own" communications devices. We enable convenient and effective communications for our customers across all their locations, all their employees, all the time, thus fostering a more productive and dynamic workforce. RingCentral Office®, our flagship service, is a multi-user, enterprise-grade communications solution that enables our customers and their employees to communicate via voice, text and fax, on multiple devices, including smartphones, tablets, PCs and desk phones.</p> <p>RingCentral has been implementing its services domestically since 2003 and began implementing international businesses in 2013. We are currently servicing more than 385,000 private and public sector customers. We serve customers with more than 10,000 users, as well as entities with just a couple of employees. Our enterprise segment is the fastest growing segment of our business. RingCentral is the fastest growing company in the industry and has held an A+ rating with the Better Business Bureau for the past 9 years. As the largest cloud-VoIP provider, RingCentral handles over 4 billion minutes of voice traffic annually, providing 99.999% availability and 3.8+ Mean Opinion Score SLA's.</p>
<p>20</p>	<p>Attach as a separate document labeled "References" and provide references from three (3) public higher education institutions of comparable scope and scale as the UC (other than UC) currently using your service. For each reference, state contact name(s), email and telephone numbers together with a brief description of the nature of services provided.(Upon successful qualification, UC may contact some or all of these references to better understand your services and performance levels)</p>	<p>Please see attached document for our References. Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_Supplier Information Questionnaire, General Company Information #20_References.docx</p>

Executive Summary

RingCentral is excited about the opportunity to work with University of California providing a truly differentiated Contact Center and Unified Communication solution. We see a tremendous opportunity to deliver a world-class cloud-based business communications solution to meet the evolving needs of University of California's business. We believe that RingCentral's extensive cloud experience will deliver a great modernization opportunity for University of California, with meaningful qualitative and measurable quantitative benefits to operations and economics.

- **Uptime and SLAs:** RingCentral offers financially-backed 99.999% Service Uptime.
- **Scalability:** RingCentral's multi-tenant network is designed with 2x capacity built in, allowing our customers to double in size overnight if need be with no issue.
- **Data Centers:** RingCentral houses its core technology infrastructure and global network in multiple geographically diverse, state-of-the-art, Tier-4 data centers, minimizing the risk of loss and regional service interruption due to natural disasters and other catastrophic situations. RingCentral's major data centers are located on the East and West Coasts of North America. Additionally, RingCentral has multiple point-of-presence (POP) data centers located throughout North America. This geo-redundant, active-active architecture ensures high availability even when faced with major regional natural or other disasters.
- **Connectivity and Bandwidth:** Our customers may connect to RingCentral via Over-the-Top (using public internet), or by private connection via MPLS, whichever is preferred. RingCentral works perfectly well Over-the-Top (OTT).
- **Security:** RingCentral's network and application perimeter is protected with firewalls and session border controllers. Administrative access requires authenticating through a production VPN gateway, then authenticating to local infrastructure systems. Only authorized personnel are given access to the production environment. Technology layers include intrusion detection systems, system logs, and fraud analytics. Operational processes include system and service-level monitoring, system hardening, change management, and regular vulnerability scans.

RingCentral is SSAE16 SOC2 Type II compliant. We can provide the SOC2 report after an NDA is signed.

- **Maintenance and Support:** RingCentral provides proactive notifications for upcoming releases as well as the aligned CSM details these during periodic meetings. Certain applications (mobile, desktop) allow to opt-out of an update, otherwise updates are provided through the applications upon first login after update is released. Physical phones seldom have updates pushed to them (twice in last 3 years). If an update to physical devices is required, the reboot will be performed between 2-4 AM PST, the reboot will not occur during an active call.

RingCentral provides a 24 x 7 x 365 customer care with a "follow-the-sun" model with an internal support Organization, resolving 90% of support cases with "at the first support tier level without escalation". Majority of customer cases are resolved within one business day, depending upon the priority, severity and nature of the problem.

RingCentral customers are notified by email of issues and outages affecting their service. Customers are also notified when the issue is resolved, what the issue was, and how it was resolved.

RingCentral is an all-inclusive provider. We are able to provide University of California a complete cloud communications solution supporting not just contact center, but also voice, SMS, video/audio conferencing, screen sharing, and team/project collaboration. We tend to replace such solutions that customers might be using already, providing them a one-stop solution, streamlined processes, greater business and process efficiencies and significant cost savings.

The following is a snapshot of our complete offering:



Our differentiated Contact Center service offering provides a number of additional key benefits that are unique to RingCentral Contact Center. With RingCentral, we improve customer communications by bringing together Contact Center and Unified Communications capabilities. This provides agents with tools for messaging, knowledge sharing and video to improve their interactions with customers. In addition, RingCentral is a Competitive Local Exchange Carrier with our own global network which enables us to deliver a true end to end solution for University of California.

Here are just a few highlights of RingCentral Contact Center:

- All calls are routed to two RingCentral data centers simultaneously, so even if one goes down, the other can resume service without interruption
- With an SLA of 99.99% uptime, and a much stronger uptime history, RingCentral Contact Center delivers unmatched availability and reliability
- The RingCentral patented global network is purpose built to deliver the highest quality voice experience for our clients which is unmatched in the industry
- Provide agents with additional communication tools to access to company experts as well as other shared information to increase first contact resolution
- Take advantage of RingCentral's Quality of Service dashboards and management tools to gain additional insight into the customer experience
- Reduce the number of vendors University of California needs to manage, take advantage of single sign-on, on-network calling, and one support organization
- Save on telephony costs, and pay one simple monthly bill

Forging a partnership with RingCentral provides many unique benefits including:

- **Partner with the Fastest Growing and Largest Cloud Communications Company:** Since the public launch of RingCentral Office in 2009, we have revolutionized how companies of all sizes are deploying communications solutions across all the enterprise. Our ease of administration, rich feature set, and simple all-inclusive pricing have disrupted the industry, resulting in the fastest company growth in the category, and a strong public market performance (listed RNG on the NYSE). We are best positioned to help University of California capitalize on the seismic shift of business communications moving to the cloud.
- **Undisputed Product Leadership:** RingCentral pioneered cloud-based business communications and now offers the most comprehensive collection of capabilities including a fully featured Cloud PBX, Contact Center, Web Meetings, Audio and Video Conferencing, Team Messaging and Collaboration, Fax, SMS, and more. As a result, we have been recognized by many leading analysts including earning the Leader in the 2015, 2016, 2017, 2018 & 2019 Gartner Worldwide Magic Quadrant Report <https://www.ringcentral.com/lp/gartner-magic-quadrant.html> as well as the Market Leadership Award from Frost & Sullivan for 2014, 2015 & 2019 and UCaaS Company of the Year Award for 2016 & 2017 <https://www.ringcentral.com/lp/frost-and-sullivan-UCaaS-Radar.html>.
- **Cloud Platform Excellence:** RingCentral has invested over 10+ years in R&D developing the RingCentral Connect Platform and is this market's first open communications platform. We have a number of integrations with other leading SaaS providers including Microsoft, Google, Salesforce, Box, Dropbox, ServiceNow and many others. Uniquely, we enable our customers to use our open APIs to develop custom integrations that leverage the full power of the RingCentral Connect Platform.

As a matter of corporate policy, and out of consideration of our valued customers, RingCentral does not provide reference contact information in an RFP response. We can guarantee this same level of respect and privacy for Region 4 ESC should you select RingCentral as your vendor of choice. Because of the volume of requests we receive, our clients have asked that we institute a policy that reflects the value of their time and that we limit these calls to "by appointment only." Once RingCentral is selected to proceed to the next stage, we will be happy to provide references. The following customer case studies, found on our website, describe some relevant customer successes.

California Bay Area Unified School District

UCaaS, RingCentral AutoReceptionist, G Suite integration, and RingCentral Professional Services™ for 28 campuses and the district office, serving more than 17,000 students and 1,700+ teachers, administrators, and other staff <https://www.ringcentral.com/whyringcentral/casestudies/school-district.html>

Santa Clara Unified School District

RingCentral UCaaS and Professional Services, with seamless integration with Google Apps for Education, and serving 28 locations, nearly 2,000 district administrators, faculty, and staff members <https://www.ringcentral.com/whyringcentral/company/pressreleases/pressreleases2016/santa-clara-unifiedschool-district-moves-itscommunications-inf.html>

Texas Christian University, Texas

UCaaS to maintain business continuity during COVID shutdown for 10,000 students and nearly 1,000-member staff <https://www.ringcentral.com/blog/top-ranked-universitykeeps-the-learning-goingthrough-covid-19/>

Please refer to: <https://www.ringcentral.com/whyringcentral/casestudies.html> which lists Case Studies and Customer Testimonials for additional customer success stories. Our case study page can be filtered by industry sector.

Questionnaire Name: Supplier Capability Questionnaire		
Q#	QUESTION TITLE	RingCentral, Inc. Response
1	Describe your company's capability to provide your proposed Goods and Service(s) to ALL UC Locations. Provide a high level overview reflecting your technical competence (# of technicians, engineers, training programs, certifications, support/sales network) as well as the qualities (company structure, years in business, size and locations) in respect to this RFP that provides reasonable assurance that your company would meet and exceed the expectations of this RFP.	<p>RingCentral has been implementing unified communication services in the United States and Canada since 2003 and began implementing globally to organizations in 2013. We are currently providing exceptional communications solutions to more than 385,000 businesses across the globe, with continued international expansion as a core tenant of our ongoing growth strategy. We serve very large customers with more than 10,000 users, as well as small businesses. Our Enterprise segment is the fastest growing segment of our business. As the largest hosted-VoIP provider, RingCentral handles over 4 billion minutes of voice traffic annually. RingCentral pioneered cloud-based business communications and we are a 100% hosted provider of Unified Communications as a Service (UCaaS). We include PBX, Fax, conferencing, Contact Center, Web/Video Meetings, IM, Group Chat, Team Collaboration, VM, QoS Reporting, Live Queue Reporting, File Sharing, and Task Management all under a single solution supported by an open platform, enabling further custom development and workflows. We provide a single solution to multi-national companies that have offices around the world. Our phone system is cloud-based and can be used on desktop computers, desk phones as well as mobile phones, simplifying the management of the phone system across all international branch offices and devices. RingCentral is currently serving more than 80 countries with a full local experience in the majority of these locations. RingCentral uses its own VoIP, Contact Center, and unified communications technology to support its internal operations. RingCentral is a highly strategic and collaborative organization with distributed teams. Our technology stack and internal adoption of those technologies have enabled us to work and collaborate effectively.</p>
2	Describe the proposed account management team structure including senior account manager responsible to manage the system-wide agreement as well as any local account representatives responsible for individual UC locations that you would assign to the UC system in the event of an award. For every role/representative, provide: a description of the role's responsibilities, the name of who will fill this role, their title, and a summary of their qualifications and competencies including years of pertinent experience and all certifications. Include a separate attachment if necessary.	<p>The RingCentral Account Management & Professional Services team partners with you to get the most out of your communications platform. Our team has deep expertise in every stage of deployment and ongoing management. Whether it's organizations with multiple locations, complex network infrastructures, limited in-house IT resources, or requirements for minimal business disruption, RingCentral has that expertise. The RingCentral Team helps you optimize your investment in RingCentral. By first identifying your goals, the RingCentral team will offer the right level of support, whether you require RingCentral to support your team's implementation with an advisor or complete end-to-end services, we have the right service to meet your needs. The result is a communications platform that is fine tuned to boost performance and business efficiency.</p> <p>All Professional Service engagements include a designated Project Manager skilled in the practice of PMI methodology. The RingCentral Project and Program Management staff are highly skilled resources. Many have the highest level of PMI certification. Resource assignment takes place at the time of project kickoff. At such time, you will be presented with the credentials of all delivery resources assigned to the project.</p> <p>Project Manager Overall owner of the project and delivery services Experience ranges from 2-30 years Certification and training in PMI / PMP methodology as well as training by RingCentral in technology and delivery services Most PMP certified Employment Range varies</p> <p>Build Engineer Overall owner of the PBX Planning and Design</p>

		<p>Experience ranges from 2-15 years Certification and training by RingCentral in technology and delivery services Employment Range varies</p> <p>Implementation Advisor Owner of the PBX build following the Planning and Design / BRD document Experience ranges from 2-15 years Certification and training by RingCentral in technology and delivery services Employment Range varies</p> <p>Implementation Manager Owner of the CC build Experience ranges from 2-20 years Certification and training in PMI / PMP methodology as well as training by RingCentral in technology and delivery services Employment Range varies</p> <p>On-Site Delivery Services Overall owner of the on-site delivery services Experience ranges from 2-20 years Certification and training in PMI / PMP methodology as well as training by RingCentral in technology and delivery services Range varies</p> <p>Trainer Overall owner of training services Experience ranges from 2-15 years Certification and training by RingCentral in technology and delivery services Employment Range varies</p> <p>Network Engineering Overall owner of Network Services Experience ranges from 10-20 years Certification and training by RingCentral in technology and delivery services Employment Range varies</p> <p>Customer Success Manager Serves as a single point of contact and advocate within RingCentral facilitating training and support as our relationship continues.</p>
3	<p>Describe with details your committed response time for an account manager(s) to respond to initial requests.</p>	<p>RingCentral provides dedicated customer success managers, account managers, online cases, as well as free 24/7 support options to all end users within your organization. During the planning and design phase of your implementation process we will work with you to design what is the best process to provide support for your organization after your initial setup and install. As we progress further along in your selection process we would welcome the opportunity to discuss our support options with you in further detail.</p> <p>Your RingCentral account executive is committed to getting back to you with in 24 hours of the initial request.</p>
4	<p>Will your company's employees and contractors who are responsible for providing Services to UC conform to the following: wear proper uniform or attire, carry badges with picture ID, have passed background security checks, and are bonded? If yes, please discuss.</p>	<p>Yes, RingCentral employees wear ID badge as part of security policy. Where applicable by law we do a SSN Trace and a criminal background check on all employees and our agency check all contractors.</p> <p>We do not have Bonds for employee negligence and theft. We have the Crime and Fiduciary Insurance policy which protects RC and customers from employee dishonesty, forgery or alteration, computer fraud, fund transfer fraud, theft of money, securities, property by RC employees.</p>

5	<p>Please specify your company's normal business hours in Pacific Time zone format for providing your proposed Goods and Services. Additionally, describe how will you provide contact and support for sales, installations and critical service disruptions or outages after normal business hours.</p>	<p>Maintenance and support of the system and hardware (phones provided by RingCentral) are included with 24/7 coverage. RingCentral provides a 24 x 7 x 365 customer care with a "follow-the-sun" model". RingCentral's Customer Care Organization is built from the best skilled agents.</p> <p>Available channels to receive support are via phone, chat and web case submission via the self-service site. Users or administrators can also open web cases 24/7/365.</p>
6	<p>Describe your customer service support infrastructure, timelines and support contact methods (i.e web, phone, email, text message, support help desk etc) for providing assistance with product sales questions, technical inquiries, provisioning and general customer service inquiries.</p>	<p>RingCentral offers world-class user and administration support as part of the standard offerings, which are included at no additional cost. These are offered to all users through Service Web, our online administrative portal with 24/7/365 access to customer support. RingCentral also offers premium for-fee professional services offerings that might be advantageous for University of California as well. The services described here are covered under the included, no additional cost support services.</p> <p>In addition to performance and account service requests that can be managed through Service Web, an ongoing knowledge base is available through self-service avenues on the RingCentral website. Self-service is a key focus for our customers. We continue to innovate our self-service offerings to meet and exceed customer needs and usage trends. Also available at the Customer Care Center is the Service Status, where customer-impacting system issues are reported and updated as resolution progresses. This feature also gives you the ability to drive through to see status of the network node where your account resides.</p> <p>RingCentral's Customer Care Organization is built from the best skilled agents available. Live agents are available 24/7/365. Available channels to receive support are via phone, chat and web case submission via the self-service site. Users or administrators can also open web cases 24/7/365.</p> <p>RingCentral's support service is broken up into 3 tiers with tier 1 support serving as initial point of contact, escalating to tier 2 with sophisticated troubleshooting and support capabilities, eventually escalating to tier 3 support with our most technical support personnel and direct ticketing into the RingCentral engineering department.</p> <p>Users tend to ask the most questions during the first 3 months after implementation, with volumes dropping off thereafter. The number of calls received per user varies significantly depending upon the following:</p> <p>If a customer fully completes a RingCentral implementation program versus self-installed the service.</p> <p>The number of users that actively take training classes.</p> <p>The degree to which users leverage available self-service options.</p> <p>The features of the RingCentral service the users plan to utilize (e.g., only using a desk phone versus the full suite of services including the Mobile App, Glip, Meetings, etc.)</p> <p>Savviness of the user with new technologies.</p> <p>If the customer plans to leverage their own help desk for general support and only escalate technical issue to RingCentral.</p> <p>Stability and robustness of the internet service/network at each site.</p> <p>RingCentral provides 24x7x365 support for all users and administrators following a tier-based escalation process from Tier 1 to Tier 3. When a ticket is created it is assigned the appropriate tier depending on the complexity and subject of the case. If initial troubleshooting is unable to resolve, and the nature of the case requires an extension of skill, the support representative escalates to</p>

		<p>the next tier.</p> <p>Incident Resolution Time. Resolution is defined as the restoration of service of a reported incident or the implementation of a viable work around. Service levels are based on a Mean Time To Resolve (“MTTR”). MTTR is measured monthly and quarterly. Priority service levels do not apply to issues that are determined to be third party vendor issues, bugs or product enhancements; these are escalated to the RingCentral Software Engineering group.</p> <p>Incident Priority - Resolution Time Priority 1 - 4 hours MTTR Priority 2 - 24 hours MTTR Priority 3 - Mutual Agreement in writing between RingCentral and client Priority 4 - Mutual Agreement in writing between RingCentral and client)</p>
7	Describe how your company proposes to resolve any complaints, issues or challenges. Please also detail your company's problem resolution and escalation process for unresolved issues and include the chain-of-command and escalation points for problem resolution.	<p>With RingCentral, you get strategic call center support whenever you need help. Whether you need help with a specific issue or you want proactive support services, we provide 24x7 technical service available via phone, chat, and portal.</p> <p>Support follows a tier based escalation process from Tier 1 to Tier 3. When a ticket is created it is assigned the appropriate tier depending on the complexity and subject of the case. If initial troubleshooting is unable to resolve, and the nature of the case requires an extension of skill, the support representative escalates to the next tier.</p> <p>RingCentral additionally provides a dedicated CSM (Customer Success Manager) who serves as a single point of contact for our customers. This is a crucial role in maintaining the overall health of the account and offers a voice within RingCentral for any and all issues which may arise.</p>
8	Describe in detail your dispute resolution process for handling problems/issues related to billing including but not limited to avoidance of fees, surcharges or service cancellation.	<p>Customer may call into support and presses "0" for billing. RingCentral would assign a Client Success Manager (CSM) who would work with the RingCentral invoice group to resolve any billing issues. The CSM would review the invoice monthly with the University of California point of contact. Any issues discovered on the invoice would then be the responsibility of the CSM to work with the RingCentral invoice billing team until resolution.</p>
9	Describe your quotation and order placement process including ordering methods, payment options, order tracking, search options, order history, and assistance with product sales questions.	<p>Quoting and the order entry process for all contracted items will be facilitated by RingCentral Account Executive or Customer Support Manager (CSM). Orders will be processed with the assistance of a RingCentral sales resource. Both recurring and non-recurring services will be recorded in RingCentral's internal billing system and may be accessible on a regular basis for reporting purposes.</p> <p>Moves, adds, changes, deletions (MACDs) can be made instantly through the online administrator portal, Service Web. RingCentral's Service Web allows a system administrator with the highest levels of access to control every aspect of the solution.</p> <p>Service Web also all current and historical billing. Bills can be downloaded at anytime from the portal. RingCentral accepts net 30 terms for all billing. We can also provide a monthly or annual bill. Any additions will be separated on a pro-rata basis to align with the regular billing cycle.</p>

10	Describe your billing cycle and the process.	You can choose to have RingCentral bill you monthly or annually. An invoice will be sent to the billing contact for each engagement. The invoice will provide all the detail you will need to reconcile against your original contract and any change orders. Our customers also have access to Service Web, an online administrative portal where they can check invoices.
11	Please describe your return policy and process in detail including: unopened equipment within 30 days; RMAs for defective equipment; DOA equipment; shipping fees? What is the maximum period of time for unconditional (no questions asked) return of new equipment purchases?	<p>RingCentral provides UC and Contact Center services as cloud-based hosted services. As such, there is no "product" to return. Should customers opt to purchase endpoints (handsets/headsets), RingCentral will assist with any warranty return claims, as per the following:</p> <p>Warranty Assistance For all Returned equipment (whether pursuant to a Warranty Claim or otherwise) RingCentral will, on the Customer's behalf, initiate an RMA request with Supplier. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange (an "RMA").</p> <p>Customer shall immediately notify RingCentral if any equipment supplied to Customer prove to be defective in quality or condition within the Supplier's warranty period (the "Claim").</p> <p>No equipment may be returned to RingCentral without a valid RMA number displayed on the equipment packaging.</p> <p>During the first ninety (90) days after Customer's receipt of the Product, RingCentral is responsible for all shipping fees associated with a warranty claim (including, without limitation, both return of the defective Product and shipment of the replacement Product). Customer shall be responsible for any such shipping costs for warranty claims made after such initial ninety (90) day period.</p> <p>Any equipment returned pursuant to an RMA issued by RingCentral must be shipped to RingCentral within seven (7) working days of the date of such RMA. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange.</p>
12	What are your committed performance standards, definitions and measurements for the following service categories: Initial response time, providing quotations, product Inquiries, technical inquiries, billing and invoicing inquiries/disputes, delivery lead time, orderfill rate, on-time delivery and back orders?	<p>Average Phone Case Response Time SLA – RingCentral shall endeavour to answer seventy-five percent (75%) of all Phone Cases received in calendar month within an average of two (2) minutes.</p> <p>Web Case Response Time SLA – RingCentral shall endeavor to provide a response within twenty-four (24) hours of the opening of the Web Case.</p> <p>Support Resolution Service Level Objectives - Updates and Resolution time:</p> <ul style="list-style-type: none"> - Severity Level / Priority 1; Resolution Time 4 Hours - Severity Level / Priority 2; Resolution Time 1 Business Day <p>RingCentral provides dedicated Customer Success Managers (CSM) and Account Managers. During the planning and design phase of your implementation process we will work with you to determine the best process to provide support for your organization after your initial setup and install.</p>

<p>13</p>	<p>Describe how you will track your committed performance standards and what type of documentation will be provided to UC to verify your performance for the service categories listed above? What are your remedies for not meeting the proposed standards?</p>	<p>RingCentral customers are notified by email of issues and outages affecting their service. Customers are also notified when the issue is resolved, what the issue was, and how it was resolved.</p> <p>The RingCentral Customer Care Center tracks performance standards. They provide a Service Status, where customer impacting system issues are reported and updated as resolution progresses. This feature also gives you the ability to see the status of the network node where your account resides. RingCentral does not rely on third party suppliers for any of its support offerings. RingCentral provides support with multiple tiers (for escalation purposes) for all users. Support issues may be submitted online or by calling into our support line anytime. RingCentral Support is broken up into three tiers, with tier 1 support serving as initial point of contact, escalating to tier 2 with sophisticated troubleshooting and support capabilities, eventually escalating to tier 3 support with our most technical support personnel and direct ticketing into the RingCentral engineering department. Our in-depth knowledge base, complete with FAQs, video tutorials, screenshots, as well as administrative and user guides are available online to everyone within your organization. Ongoing support through our online learning center, support over web, chat etc. are also available to users.</p> <p>If RingCentral is not meet the committed performance standards, then the Customer Service Manager will proposed an action plan to address any performance areas that need improving.</p>
<p>14</p>	<p>Describe your ability to regularly provide electronic reports (e.g. csv) providing a wide range of information related to the resulting agreement at both the UC-wide level and for each individual UC location including but not limited to quarterly usage reports. Data provided in the reports should include, but not be limited to: UC Location, UC Department, UC Purchase Order number, name and model of service(s) purchased, usage volumes, discount percent, MSRP, UC final discounted price, price paid, per unit and total.</p>	<p>RingCentral can provide detailed reporting of license usage (full license usage and breakdown, numbers hosted, add-on licenses and all purchase dates) on RingCentral platform. Customers may produce their own reports at any time through Service Web, RingCentral's online administrative portal. Reports are available for export in Excel, CSV, and PDF formats. RingCentral is happy to explore suitable formatting for reconciliation reporting based on license usage.</p>

<p>15</p>	<p>Describe any other related Goods and Services recommended but not included in this RFP that your company can provide that may be of benefit to the UC. Any related pricing should be included in the pricing sheet.</p>	<p>Our differentiated Contact Center service offering provides a number of additional key benefits that are unique to RingCentral Contact Center. With RingCentral, we improve customer communications by bringing together Contact Center and Unified Communications capabilities. This provides agents with tools for messaging, knowledge sharing and video to improve their interactions with customers. In addition, RingCentral is a Competitive Local Exchange Carrier with our own global network which enables us to deliver a true end to end solution for you.</p> <p>Here are just a few highlights of RingCentral Contact Center:</p> <ul style="list-style-type: none"> - All calls are routed to two RingCentral data centers simultaneously, so even if one goes down, the other can resume service without interruption - With an SLA of 99.99% uptime, and a much stronger uptime history, RingCentral Contact Center delivers unmatched availability and reliability - The RingCentral patented global network is purpose built to deliver the highest quality voice experience for our clients which is unmatched in the industry - Provide agents with additional communication tools to access to company experts as well as other shared information to increase first contact resolution - Take advantage of RingCentral’s Quality of Service dashboards and management tools to gain additional insight into the customer experience - Reduce the number of vendors you need to manage, take advantage of single sign-on, on-network calling, and one support organization - Save on telephony costs, and pay one simple monthly bill
<p>16</p>	<p>Specify any subcontractors or any other staff/personnel resources outside of your company that you are engaging with to perform the Goods and Services contemplated under this RFP and the role they play in performing the Goods and Services.</p>	<p>RingCentral is the proprietor of its products. We support all the services associated with installation and maintenance.</p>

Questionnaire Name: Sustainability Questionnaire				
SECTION NAME	Q#	QUESTION TITLE	RESPONSE OPTIONS	RingCentral, Inc. Response
-	1	What environmental, social, economic and good governance practices does your company address in its internal policy or operational requirements? Please comment on any of the below practices that apply. Provide additional details or attach supporting documentation.	Company policy incorporating environmental, social, economic and ethics stewardship.	1.We are a software-as-a-service provider - with 85% being software. Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_ Sustainability Questionnaire #1_RingCentral Sustainability Programs.docx
-	1		Certified to a recognized Environmental Management Standard (such as ISO 14001, European EMAS, U.S. EPA Performance Track or equivalent).	1.We are a software-as-a-service provider - with 85% being software. Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_ Sustainability Questionnaire #1_RingCentral Sustainability Programs.docx
-	1		CSR or Sustainability reports that support company policies and practices	1.We are a software-as-a-service provider - with 85% being software. Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_ Sustainability Questionnaire #1_RingCentral Sustainability Programs.docx
-	1		Sustainable procurement policy, partnered with sustainable suppliers and engage suppliers who share company's sustainability commitment, practice supply chain transparency.	1.We are a software-as-a-service provider - with 85% being software. Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_ Sustainability Questionnaire #1_RingCentral Sustainability Programs.docx
-	2	Describe your company's commitment towards better economic impacts for your employees and local communities. Please comment on any of the below practices that apply. Provide additional details or attach supporting documentation.	Charitable programs	1.As part of our social impact initiatives, we are making a real difference in our communities. Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_ Sustainability Questionnaire #2_RingCentral Diversity Programs.docx

-	2		Wellness programs for employees, subcontractors	1.As part of our social impact initiatives, we are making a real difference in our communities. Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_ Sustainability Questionnaire #2_RingCentral Diversity Programs.docx
-	2		Internships, scholarships, employee skills building, promotion and benefits	1.As part of our social impact initiatives, we are making a real difference in our communities. Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_ Sustainability Questionnaire #2_RingCentral Diversity Programs.docx
-	2		Projects, programs or infrastructure benefiting local communities	1.As part of our social impact initiatives, we are making a real difference in our communities. Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_ Sustainability Questionnaire #2_RingCentral Diversity Programs.docx
-	3	Please confirm your commitment to comply with Article 25 - Fair Wage/Fair Work of the UC Terms and Conditions which states: If the Services will be performed at one or more UC Locations, do not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/FairWork notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services. For Services that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent audit performed by Supplier's independent auditor or independent internal audit department (http://na.theiia.org/standards-	-	RingCentral provides a cloud based service which is performed away from UC Locations. RingCentral confirms its commitment to comply with Article 25, however, any annual certification, if applicable, will be provided only in response to a written request from UC (i.e. there will be no automatically generated certifications).

		<p>guidance/topics/Pages/Independence-and-Objectivity.aspx) in compliance with UC's required audit standards and procedures (http://www.ucop.edu/procurement-services/_files/fw-fw-annual-audit-standards-procedures.pdf), concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recently audited time period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work certification annually, in a form acceptable to UC, no later than ninety days after each one year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date.</p>		
-	4	<p>Please confirm your company's commitment to comply Article 17. E. Forced Conflict and Indentured Labor of the UC Terms and Conditions which states: Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11 of the UC Terms and Conditions.</p>	-	<p>RingCentral confirms its commitment to comply with Article 17.E - Forced Convict and Indentured Labor of the UC Terms and Conditions.</p>
-	5	<p>Please confirm your company's commitment to comply with Article 12 - Equal Opportunity Affirmative Action of the UC Terms and Conditions which states: Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals</p>	-	<p>RingCentral confirms its commitment to comply with Article 12 - Equal Opportunity Affirmative Action of the UC Terms and Conditions.</p>

		<p>based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. "With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.</p>		
-	6	<p>For any proposed device, provide the device's EPEAT rating (Gold, Silver, Bronze) along with the EPEAT recorded options score (upload as attachment). Each proposed device must have achieved a minimum EPEAT Rating of Bronze. Please also confirm if all of your proposed products are at minimum EPEAT rating of Bronze</p>	-	<p>RingCentral is a telecommunications software-as-a-service (SaaS) provider providing cloud-based services. This requirement is not applicable.</p>

ACCESSIBILITY	7	Does your Goods and Services meet the Web Content Accessibility Guidelines (WCAG) 2.0 accessibility standards to an AAA level?	-	<p>RingCentral complies with all laws applicable to it as telecommunications service provider. As a provider of communication services over the Internet, RingCentral is subject to regulation in the U.S.A. by the Federal Communications Commission (FCC). In addition, we have certified a wholly owned subsidiary as a competitive local exchange carrier in thirty-four states. This subsidiary, RCLEC, is subject to the same FCC regulations applicable to telecommunications companies, as well as regulation by the public utility commissions in states where the subsidiary provides services which generally include the requirement to register or seek certification to provide its services, to file and update tariffs setting forth the terms, conditions and prices for our intrastate services and to comply with various reporting, record-keeping, surcharge collection, and consumer protection requirements.</p> <p>RingCentral provides accessibility support for Service Web (RingCentral Office Administration Portal) and the RingCentral Phone Desktop application. This enables users with visual and motor disabilities to successfully navigate through RingCentral services. Note that desktop devices must have a screen reading program, otherwise known as Text to Speech software. RingCentral is committed with our handset partners to provide solutions to satisfy accessibility requirements.</p>
ACCESSIBILITY	8	Does your Goods and Services meet local- and national-level accessibility regulations (for example, in the U.S., Section 255 of the Telecommunications Act of 1996 and its implementing regulations)?	-	<p>RC complies with California and federal disability laws and regulations including Section 255 of the Telecommunications Act of 1996 as evidenced by Supplier's Accessibility Conformance Reports for the Services (https://www.ringcentral.com/product-accessibility.html);</p>

Environmental Sustainability

RingCentral is a telecommunications software-as-a-service (SaaS) provider. As it relates to purchasing and sustainability, approx. 85% of what we purchase is software and services. The remaining 15% is primarily the resale of phone devices for end-customers. RingCentral does not manufacture or package direct goods. OEM suppliers follow commercially acceptable sustainability practices, including publicly available Corporate Social Responsibility (CSR) reporting. Disposal of hardware is minimal each year. Disposal of phone devices is managed by individual customers or suppliers. Where handled by suppliers, disposal is through a licensed recycler.

RingCentral is not in the physical manufacturing business and does not have a stated environmental policy, however, the suppliers we work with do.

Diversity Program

We support diversity programs in any partners, though we do not have suppliers for our services, and maintain our own internal diversity program.

RingCentral's diversity and inclusion initiatives honor the unique background, identity, ethnicity, and perspectives of each individual in our organization. These include diverse hiring panels, underrepresented groups outreach, employee resource groups, and much more.

By creating a truly dynamic work environment that inspires creativity and innovation, we empower our employees to better work as one. As part of our social impact initiatives, we are making a real difference in our communities, including the following efforts:

- **STEM education.** RingCentral sponsors ongoing events that provide underrepresented and underprivileged youth with access to science, technology, engineering, and mathematics (STEM) education.
- **Employee volunteerism.** We offer our employees time off to volunteer so they can get involved with local nonprofits and charities such as Coding with Kids, community hackathons, and others.
- **Product donations and discounts.** We offer product discounts and donations to registered nonprofits and other select organizations.
- **Charitable giving.** RingCentral offers 1:1 matching of all donations made to nonprofits by employees through RCause.
- **As a company, RingCentral adheres to a strong Code of Business Conduct and Ethics.** We're also among the first companies in the United States to support the Modern Slavery Act, which seeks to combat human trafficking and slavery worldwide.

Additional information that may be of interest to the University may be found at the following pages on our website:

Ethical Criteria

RingCentral's code of conduct:

<http://ir.ringcentral.com/Cache/1500105957.PDF?O=PDF&T=&Y=&D=&FID=1500105957&iid=4406983>

Social Criteria

RingCentral's vendor code of conduct: <https://www.ringcentral.com/legal/vendor-code-of-conduct.html>

Privacy Criteria

RingCentral's privacy policy: <https://www.ringcentral.com/privacy>

Diversity Program

We support diversity programs in any partners, though we do not have suppliers for our services, and maintain our own internal diversity program.

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Questionnaire Name: Sustainability -Data Security Questionnaire		
Q #	QUESTION TITLE	RingCentral, Inc. Response
1	Provide the latest Security Plan, security standards and practices adopted, and other security documentation related to the products or services offered. Examples include Incident Response Plan, Configuration Management Plan, Account Management Policy, Rules of Behavior, User Agreements.	Please see attached document for our response. Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_Sustainability - Data Security Questionnaire, General #1_Security Plan.docx
2	Provide copies of 3rd party assessments including systems that support the service, such as customer data management systems supporting billing and customer support. Examples include SOC 2 Type2, HECVAT, penetration tests.	Please refer to our SOC 2 report which will be delivered through a secured portal. RingCentral's SOC 2 report validates our security controls, assessment results and documents our security policies describing these controls. We can share our SOC 2 report with a signed NDA.
3	Describe what UC corporate (ex: banking) and personal data (ex: employee and student user behaviors) will be collected as part of this service offering. Describe how all UC's institutional information (UC Data) collected in the provision of services will be fully protected from intrusion or loss.	<p>Type(s) of Personal Data Processed:</p> <p>The personal data transferred concerns the following categories of data for the data subjects:</p> <ul style="list-style-type: none"> - Identification information for Customer, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title). - Identification information for anyone who uses the RingCentral Services at the request of and in connection with the business of the Customer (including telephone number (fixed and mobile) and email address) - Any other personal data that the Customer or users choose to include in the content of the communications that are sent and received using the RingCentral Services <p>The personal data transferred to RingCentral for processing is determined and controlled by the Customer in its sole discretion. As such, RingCentral has no control over the volume and sensitivity of personal data processed through its Services by the Customer or users.</p> <p>Special Categories of Data: RingCentral does not intentionally collect or process any special categories of data in the provision of its Services.</p> <p>The RingCentral solution offers multiple security methods to protect customer data. As a fully hosted solution, RingCentral stores customer data in a logically segmented manner in our application databases. Customer data is segregated from the customer access side using multiple security methods. Users and administrators require complex passwords to login. Connections to our service portals are made using SSL encrypted connections. Password change notifications are also sent to users and accounts are auto-locked out after a number of failed login attempts. Users are notified of the lock out. Account access also times out after a specific period. Within RingCentral, customer data is kept separated and secure through internal policies and procedures. Only trained, authorized personnel with a specific need-to-know are allowed to access in order to resolve an issue or accomplish a task. This aspect is strictly followed and frequently trained (at least annually).</p>

4	Describe how UC information will be protected during maintenance/servicing or when components such as storage devices are replaced.	<p>RingCentral is an all-inclusive provider, providing superior support services to all its clients. No on-site, extended maintenance service is required as the system is maintained by RingCentral, updating it automatically to ensure functionality is uninterrupted and of high quality. Customer data are not stored on portable storage devices.</p> <p>For RingCentral cloud servers, we secure with endpoint protection, OS patches, VA Tools, DLP, IAM, and IDS. RingCentral takes a layered approach to security that involves technology, processes, and personnel to ensure enterprise-grade security, reliability, and availability is maintained. Starting at the endpoints which include physical desk phones, softphones, and mobile applications, we apply the following security elements:</p> <ul style="list-style-type: none"> - Secure provisioning including application of https to enable secure transmissions between the endpoint and the RingCentral cloud servers. - Secure signaling (TLS) to securitized SIP call control between endpoints and the RingCentral cloud servers. - Secure Voice using SRTP to securitize media between the endpoints and the RingCentral cloud servers. - Network quality monitoring and measurement using RTCP-XR with collection reporting and alarming performance that includes both automated and human monitoring from the RingCentral Network Operations Center (NOC) in Denver, CO.
5	Describe anti-tamper measures put in place on physical equipment.	<p>RingCentral views security as a holistic program, starting at the Data Center level and ensuring secure hosting in the highest possible security tier in all points of presence. We secure our network with IDS, IPS, WAF, SBC, Adaptive Firewall, DLP, VA Tools, NAC, VPN, and IAM. We look at the host and secure with endpoint protection, OS patches, VA Tools, DLP, IAM, and IDS. Next we think about data, providing encrypted storage, endpoint data encryption, DLP, IAM, and IV. At the application level we provide secured provisioning, secured voice, secured web, DLP, VA Tools, IAM, IDS, and IV. We then analyze our business processes, certifying with SSAE16, HIPAA, TRUSTe, and Skyhigh. From there we provide additional security at the enterprise level, with a 24x7x365 NOC, Security operations and governance, system hardening, application security, and role based security. Access to RingCentral servers is restricted to authorized personnel. Anyone accessing the servers are required to show identification and sign in at the security entrance. There are man traps to prevent additional personnel from "slipping by". In addition, all areas of access are via badge access and there are multiple cameras monitoring both internal and external passages.</p>
6	Do you have Single Sign-On (SSO) capability for all user authentication/access to the system using CAS, SAML II, and/or federated ID (example: IPTV service or customer support portal)	Yes. We support SSO as well as SAML 2.0 and AD/LDAP integration.

7	Describe how remote access (to include Supplier's contractors) is monitored and secured.	<p>The security of RingCentral's cloud services encompasses multiple layers and many components, from policies and methodologies to service architecture; capability to detect potential toll fraud and service abuse, and user controlled service administration. Security capabilities and settings reside in the application and infrastructure layers, within the service delivery and operations processes, and the company's security policies and governance practices.</p> <p>We employ a multi-layered security model, with security at the perimeter, at the service delivery layer, SSL on our web applications, secure data centers, and settings in the interface that a customer controls.</p> <p>Customers can additionally implement the Access Verification feature which will email customers with a secondary authentication code upon detection of an unrecognized workstation/laptop logging into an extension.</p>
8	Describe the risk assessment process that you use to assess internal and external threats and vulnerabilities (e.g. supply chain, insider threat, environmental)	<p>As part of the vulnerability management process, we perform vulnerability scans on a daily basis. Patching priority is based on vulnerability severity.</p> <p>A third party performs an application security penetration test on our service web application, and a network penetration test (internal and external) once a year. Additionally, a third party performs security scans of each release of our mobile and laptop applications. We also perform internal web application testing.</p> <p>Also, we perform code scans pre-deployment and post-deployment. Post-deployment scans are done for mobile and desktop apps.</p>
9	Explain how yours and your contractor's systems supporting the goods and services are monitored for security events (ex: IPS, IDS, logging, SIEM).	<p>We send logs to our SIEM and centralized log servers. The Security team uses a variety of security utilities to identify and detect possible security threats and incidents. These utilities include firewall notifications, intrusion detection system (IDS) or intrusion prevention system (IPS) alerts, vulnerability assessment reports, and operating system event logs. The Security Administration team review these alerts and notifications daily by the using a security incident and event monitoring (SIEM) product.</p>
10	Describe how encryption is implemented for your goods and services (e.g encryption algorithm, encryption is native or add-on/extra fee, at rest/in motion, key management).	<p>Included in the solution. RingCentral employs https access to all portals (e.g. service.ringcentral.com)</p> <p>All non-voice data is TLS encrypted at transit. Data is also encrypted at rest. For voice data encryption in transit RingCentral offers Secure Voice, Secure Voice provides robust security protocols to both signaling and media for supported endpoints. It uses TLS and sRTP, two enterprise-grade security protocols, to provide additional security for phone calls.</p> <ul style="list-style-type: none"> - Transport Layer Security (TLS) is a cryptographic protocol that provides encryption on the SIP signaling data in the application layer. This protocol secures the SIP signaling communication between supported endpoint devices and the RingCentral servers. - Secure Real-time Transport Protocol (sRTP) is a profile of the Real-time Transport Protocol (RTP) that provides encryption, message authentication and integrity, as well as replay protection to the RTP packet stream that is transported between supported endpoint devices and the RingCentral servers.

11	Describe physical security measures in place for Supplier and Supplier's contractor Facility Access Management (e.g.: Physical Access Control Systems (PACS), ID cards, visitor log usage, use of escorts for visitors, screening of items brought into/out of secure facilities) .	Access to RingCentral servers is restricted to authorized personnel. Anyone accessing the servers is required to show identification and sign in at the security entrance. There are man traps to prevent additional personnel from "piggy-backing" or "slipping by." In addition, all areas of access are via badge access and there are multiple cameras monitoring both internal and external passages. Visitation is strictly controlled and enforced. Under guidance and with a host. Strict selection criteria apply to all visitors.
12	Describe the scope and periodicity of penetration testing of Supplier and Supplier's contractor infrastructure which support goods and services offered to UC. Summary information regarding the last 2 penetration tests of major infrastructure components supporting products and services offered may be provided.	Penetration testing is performed once a year (at least). We perform code scans pre-deployment and post-deployment. Post-deployment scans are done for mobile and desktop apps. RingCentral does not provide copies of its penetration test reports. We invite you to review our SOC 2 report, which is available upon receipt of a signed NDA.
13	Provide details of all types of VPN encryption modes currently operating successfully in the proposed wireless Data Services. (Supplier shall provide data channel support for customer provided encryption services to allow current customer VPN access mechanisms to function properly).	N/A
14	Describe whether your solution is i)PCI compliant and ii) PCI validated. Provide details on security controls that meet PCI requirements or allow for a reduction in PCI scope.	RingCentral is a PCI compliant merchant. White noise is used to mask personal information in voice recordings. Screen recording solution protects portions of the screen where/when personal information is entered.
15	For services such as Cloud VoIP and SIP trunking, what measures are put in place to meet PCI compliance requirements or reduce PCI assessment scope since data and voice may be combined. For instance, one concern will be UC merchants taking payment card information over the phone in which voice and internet data traffic are not segmented.	RingCentral Cloud VoIP recommends our customer leverage the IVR capability to handle PCI compliance. A voice conversation wouldn't be considered PCI compliant.

Security Plan

RingCentral gives you added peace of mind by instituting robust security measures at every level of our architecture and processes. These include the physical, network, host, data, application, and business processes, as well as the enterprise level of your organization.

Transmission security

To prevent interception of your communications, RingCentral provides Transport Layer Security (TLS) and Secure Real-Time Transport Protocol (SRTP) encryption between all endpoints.

Infrastructure security

RingCentral offers the following infrastructure safeguards:

- Network and applications: firewalls and session border controllers
- Administrative functions: multiple authentication levels
- Technology: intrusion-detection systems and fraud analytics
- Operational functions: monitoring, system hardening, and vulnerability scans

Physical and environmental security

The RingCentral platform is deployed across SSAE 18 and ISO 27001-audited data centers, protected by the most robust electronic prevention systems, on-site engineering specialists, and security guards. The geographic diversity of our locations also minimizes the risk of data loss and service interruption due to a catastrophe.

Proactive fraud mitigation

RingCentral works to prevent toll fraud through access control, detection controls, and usage throttling and gives you granular control over who gets to make international calls and to where. Plus, our global security department actively monitors your account to detect irregular calling patterns to assist customers in preventing fraudulent charges.

RingCentral believes that our best in class security policies and standards closely align with the Commonwealth's security policies and standards. RingCentral makes no representations with respect to the compliance of its Services with the Commonwealth's security policies and standards. The Commonwealth, however, is the subject matter expert with regards to the Commonwealth's security policies and standards and needs to rely solely on its own assessment of the Services as proposed by RingCentral to make a self-determination if the proposed RingCentral Services provide sufficient basis for Customer to meet its obligations with regards to compliance or non-compliance with the Commonwealth's security policies. If the Commonwealth determines there is a shortfall, RingCentral is willing to evaluate the gaps that the Commonwealth identifies so that a mutual determination can be made on how to effectively address any such gaps.

Incident Response Plan

RingCentral has robust incident management procedures that ensure we notify the effected customers depending on the type and severity of the incident. As part of our Incident Response Guide, the incident response phases include: notification, containment, investigation, evidence, collection, and resolution. Depending on the nature of the incident, we may also perform the following procedures: internal notification, containment, investigation, evidence collection, findings, and external notification. Based on the incident time, we may perform additional work as required in any of the phases listed above.

RingCentral uses 5 internal alarm levels to ensure reliable operations (presented here from lowest to highest importance):

- Informational (take note, no direct action results)

- Warning (watch and take action as needed)
- Critical (immediately fix and/or escalate)
- Service Outage (immediately fix and escalate)
- Disaster (immediately fix and escalate through a live conference call regardless of day or time)

RingCentral customers are immediately notified of issues and outages affecting their service. Customers are also notified when the issue is resolved, what the issue was, and how it was resolved. Notifications for service-related issues or updates will be emailed to the contact information on file.

Configuration Management Plan

RingCentral follows industry best practices and standards for application development. RingCentral has implemented an extensive software release and development process to ensure periodic software updates are of highest quality. These include:

- Agile development process, including embedded QA within development team to test and fix defects during sprints.
- Regular Stabilization sprints during code merges and integrations.
- Extensive regression testing in every release
- User Acceptance Testing (UAT) in a staging environment prior to production upgrades
- Production testing after an upgrade and ability to roll back (if necessary) or implement hot fixes.

RingCentral follows industry best practices for all software development.

- During our Software Development Life Cycle (SDLC) process we perform extensive code review using internal and external tools. Part of our scanning includes code testing against Open Web Application Security Project (OWASP) Top 10 vulnerabilities.
- The Change Management process governs how requested changes are requested, documented, and approved between RingCentral and the Customer throughout the course of the project. As the project continues, changes to scope, schedule, requirements, or features may come up and the RingCentral team will use defined Change Control process to review and execute against mutually agreed upon changes. Any changes made during an active project will be done via change management document and logged. All changes will be made in writing and the system updated accordingly.
- We perform code scans pre-deployment and post-deployment. Post-deployment scans are done for mobile and desktop apps. We scan code using a commercial code scanner.
- RingCentral uses industry standard and logical data segregation. Only authorized users are able to access customer data/information at RingCentral.

RingCentral Information Security policy requires developers follow the OWASP Secure Code Practices Guide https://www.owasp.org/images/0/08/OWASP_SCP_Quick_Reference_Guide_v2.pdf

Account Management Policy

Administrators and users are equipped to manage their own accounts, RingCentral is also able to assist in the management of the account. Granting access is controlled by administrators based on their permissions parameters. User accounts can be transferred as needed in accord with the applicable service agreement. The RingCentral Administration Portal is accessible from any internet connected device regardless of geographic location. Access to the features in the portal have a hierarchical progression. Password complexity requirements are enforced for customer extension

passwords and IVR PINs. Customers can additionally implement the Access Verification feature which will email customers with a secondary authentication code upon detection of an unrecognized workstation/laptop logging into an extension.

RingCentral's Single Sign On allows employees to access all the company applications with one set of credentials. Depending on the company, the credentials can include email, phone number or username along with the password. The company routes all logins through an IDP (Identity Provider) with which the company has a purchased license. The IDP usually hosts a login page for the employees to enter their company credentials before entering any application. Single Sign On provides better security with the central authentication point, limiting the possibility of phishing. All internal user accounts automatically have access removed upon termination as part of the exit process.

Questionnaire Name: TECHNICAL QUESTIONNAIRE_Category 1_Landline			
SECTION NAME	Q#	QUESTION TITLE	RingCentral, Inc. Response
GENERAL	1	Describe how you will accomplish the following elements of emergency services for the sub-categories you are bidding for: Basic 911 Service, E911 database update and maintenance (PS/ALI), Automatic Location Identification (ALI), ability to designate Public Safety Answering Point (PSAP).	<p>RingCentral provides access to emergency calling services, allowing most RingCentral users to access either basic 911 or Enhanced 911 (E911) service. RingCentral Communications Suite users using an IP Desk Phone or Softphones, can dial 911 directly from their IP Desk Phones or Softphone. Emergency calling through the RingCentral Mobile application will leverage the mobile device 911 calling capability.</p> <p>RingCentral supports E911 capabilities for all physical desk phones with specific addresses customizable for each physical location. This information has primary address as well as suite or floor number as applicable. RingCentral provides the ability to enter an emergency address for all digital lines (DLs). This emergency address includes physical address and additional information (such as building location, suite, apt #). This information is passed to the local PSAP. For our mobile clients, the clients leverage the inherent cellular device 911 capabilities.</p> <p>RingCentral supports E911 at a device level, associating every physical phone with an address and suite number if applicable. This information is maintained and prompts users to confirm their physical location in case of a move.</p> <p>RingCentral routes calls to the PSAP with correct physical address for the originating station - which is configured by the end user or the administrator of the system. If an address isn't recognized by the PSAP service, RingCentral will not allow that device to register until the location is corrected. If a phone is moved physically to a new address, that information must be updated immediately.</p>
GENERAL	2	Describe your ability to prioritize specific numbers to access Supplier resources during emergency situations.	<p>The RingCentral solution includes advanced call forwarding as part of your service. This allows you to route incoming business calls to any or all of your devices, to any department or any location—ringing them sequentially or simultaneously. Use custom answering rules to route calls based on criteria such as day of the week, time of day, or caller ID. See the link below to know more: https://www.ringcentral.com/office/features/call-forwarding/overview.html</p>
GENERAL	3	Do you offer a call trace feature on a line that has Calling Line Identification (CLID) blocked in order to provide information for law enforcement? If not please describe how the law enforcement can obtain this information.	<p>Yes. Every call on RingCentral is captured in the call log with every step of the call documented. You can see, transfers, hold time, talk time and who ended the call. The call logs can be viewed by any system administrator with permission, downloaded as needed or subscribed to and emailed on a regular basis.</p>
GENERAL	4	Describe other unique features for both trunk and line services that you offer and are not addressed in this RFP that gives your company a competitive edge in the telephony industry.	<p>RingCentral's core differentiators are in its operational maturity, cycle of innovation, and open platform. Compared to other providers, RingCentral is a complete cloud solution which can be simply deployed and managed, and provides industry and technological leadership validated by the majority of third party technological analysts. RingCentral is also a Telco carrier which benefits the customer in the number porting process as the numbers can be ported to RingCentral, instead of acting as a third party between the existing carrier and a destination carrier, which reduces the business risk and shortens the implementation of new customers. This</p>

			<p>also allows customers as they grow to acquire new numbers within minutes and easily expand to new markets.</p> <p>The RingCentral offering is a fully integrated communication and collaboration platform offering a complete business phone system, unified voice, fax, video, messaging & collaboration, and integrated contact center capabilities. Built upon an open platform with a rich set of APIs, we allow businesses to connect their communication solutions to business processes enabling ground-breaking improvements in productivity and efficiency.</p> <p>We believe that the three main differentiators to RingCentral are the completeness of our offering, the integrations we offer and the Support and Service we aim to provide.</p> <p>Completeness: Completeness of our offering has been described in both in terms of the features and functions of our software but also the ability to support our customers. We have local service in 81 countries, are localized in 11 and have workforce around the World. We have a \$329M trailing twelve month spend on R&D (this is almost as much as the total revenue for our nearest UCaaS competitor) which keeps us evolving and iteration our platform for the benefit of our customers. Our aim is to provide a platform that meets your requirements now but also provides headroom for the future.</p> <p>Integrations: We have over 20,000 active developers in our ecosystem and hundreds of other organizations choose to integrate with us. As we have open APIs and published SDKs we find organizations are able to easily fit us alongside their other strategically chosen technology partners. This allows is to augment existing technologies without necessarily needing to replace them.</p> <p>RingCentral is a fully open platform, which brings many advantages to our business partners. We offer an extensive "no-code" App Gallery for users to quickly plug their RC communication services into their business ecosystems (for more info please visit our app gallery - https://www.ringcentral.com/apps/).</p> <p>We provide "low" code integrations, allowing customers to apply their own customization to business work flows that are specific to them. Also, every RingCentral customer naturally has access to their own Developer portal which is linked to their main account. This allows us to offer over custom integrations to be built into a variety of applications which offers our customers unparalleled flexibility in what they hope to accomplish with the solution and how they desire to grow as a business.</p> <p>Support: The Technology Services Industry Association rated us 9.4 out of 10 in service and support which is ahead of the top 15 pacesetter value of 9.20. This is important to us, especially being a SaaS company, as we recognize the need to retain customers and also bring them into our business to be guided by them as how to continue to grow. We are a single focus company and so the entire organisations is solely focused on adding, growing and serving customers that use our platform.</p>
GENERAL	5	Do you support spoofing of outbound caller ID from UC owned PBX? If yes, please describe in detail including any limitations.	This feature is permission-based. Users may control the outbound CID for both voice and text messages. RingCentral allows Caller ID for inbound calls, as well as Outbound Caller ID management for users. CNAM is supported in certain RingCentral editions.

GENERAL	6	Describe what assurances you can provide that you will continually evolve with emerging technology. Please provide your roadmap.	<p>RingCentral believes that continued investment in research and development is critical to expanding our leadership position within the cloud-based business communications solutions market. We devote the majority of our research and development resources to software development. RingCentral maintains a detailed internal roadmap for product upgrades. This roadmap is reviewed each cycle and is released in quarterly intervals. Individual change management requests are approved as the project continues. All changes are filed, approved and executed per the documented change management policies and guidelines. In the case of a firmware version upgrade, our customer support organization determines which change events may necessitate a customer notification. If customer notification is deemed necessary, our customer marketing team is engaged to communicate the change to customers and manages any possible timing conflicts to ensure that the upgrade happens smoothly with no customer interruption.</p> <p>RingCentral maintains a website and sends out newsletters for product release and updates.</p> <p>https://www.ringcentral.com/whyringcentral/company/pressreleases.html</p>
GENERAL	7	Describe your overall disaster preparedness plan, the steps you have taken to safeguard your internal and exposed assets, and the types of services and response we can anticipate in the event of an emergency or a disaster.	<p>RingCentral's platform has been designed from the ground up with disaster recovery, high availability, and geo-redundancy as core infrastructure requirements.</p> <p>To that end, RingCentral houses its core technology infrastructure and global network in multiple geographically diverse, state-of-the-art, Tier-4 data centers, minimizing the risk of loss and regional service interruption due to natural disasters and other catastrophic situations.</p> <p>RingCentral's major data centers are located on the East and West Coasts of North America and in Northern and Southern Europe. Additionally, RingCentral has multiple point-of-presence (POP) data centers located throughout North America. This geo-redundant, active-active architecture ensures high availability even when faced with major regional natural or other disasters.</p> <p>Within each major data center, RingCentral provides high availability, redundant architecture. Access to the Internet is ensured through the purchases of multiple Internet transits at each data center. All of RingCentral's service components are designed with high availability, fault tolerance, and fault impact segregation in mind. Customer data - including service configurations, messages, etc. - is fully replicated across RingCentral's data centers in real time. PSTN access is ensured through the purchase of connectivity from multiple Tier 1 global telecommunications providers at each data center.</p> <p>Together, these geographic and internal redundancies form an architecture that provides RingCentral's customers with a highly available and enterprise-class business communications and collaboration solution.</p> <p>In the event of a failure, RingCentral's automated systems, in conjunction with an always-on and world-class network operations center (NOC), ensure a rapid transition to back up systems as needed to maintain uninterrupted service availability. If a system failure within one of RingCentral's data centers is detected, the redundant system - whether within that same data center or at another data center - takes over operations in accordance with internal failover policies and procedures.</p>

			In the event a geographic disaster causes a data center failure, RingCentral's other major data center assumes immediate and complete system operations with no loss of functionality or customer data.
GENERAL	8	Describe your overall approach to network hardening, including physical security for exposed assets, and internet-initiated threats.	<p>The RingCentral platform has a multitude of security certifications as well as hardening measures in place. RingCentral's network and application perimeter is protected with firewalls and session border controllers. Administrative access requires authenticating through a production VPN gateway, then authenticating to local infrastructure systems. Only authorized personnel are given access to the production environment. Technology layers include intrusion detection systems, system logs, and fraud analytics. Operational processes include system and service-level monitoring, system hardening, change management, and regular vulnerability scans.</p> <p>Access to RingCentral servers is restricted to authorized personnel. Anyone accessing the servers are required to show identification and sign in at the security entrance. There are man traps to prevent additional personnel from "slipping by".</p>
GENERAL	9	Describe the types and amounts of back-up batteries, generators, COWs/GOATs and other deployable assets you maintain, and how long a period of disruption you anticipate in your planning.	<p>Our clients rely on RingCentral when emergency situations arise that could impact their ability to answer calls. Since RingCentral Contact Center is a cloud-based solution, with redundancy built in, you are automatically provided with a disaster recovery or business continuity option to continue operations. RingCentral deploys services in an active-active topology. All voicemail, configurations, and call data are replicated in real time to geographically diverse data centers. This allows for immediate recovery of services with no loss of data. We test failover plans and data recovery plans once a year. There were no negative findings on our RPO.</p> <p>RingCentral houses its core technology infrastructure and global network in multiple geographically diverse, state-of-the-art, Tier-4 data centers, minimizing the risk of loss and regional service interruption due to natural disasters and other catastrophic situations. Having georedundancies and multiple Tier 4 data centers means that there is no expected disruption from RingCentral.</p> <p>To be defined as Tier 4, a data center must adhere to the following:</p> <ul style="list-style-type: none"> - Zero single points of failure. Tier IV providers have redundancies for every process and data protection stream. No single outage or error can shut down the system. - 99.995 % uptime per annum. This is the level with the highest guaranteed uptime. It must be maintained for a center to maintain Tier IV ranking. - 2N+1 infrastructure (two times the amount required for operation plus a backup). 2N+1 is another way of saying "fully redundant." - No more than 26.3 minutes of downtime per annum as a maximum figure. Providers must allow for some downtime for optimized mechanical operations; however, this annual downtime does not affect customer-facing operations. - 96-hour power outage protection. A level IV infrastructure must have at least 96 hours of independent power to qualify at this tier. This power must not be connected to any outside source and is entirely proprietary. Some centers may have more. <p>In the event of a failure, RingCentral's automated systems, in conjunction with an always-on and world-class network operations center (NOC), ensure a rapid transition to back up systems as needed to maintain</p>

			<p>uninterrupted service availability. If a system failure within one of RingCentral's data centers is detected, the redundant system - whether within that same data center or at another data center - takes over operations in accordance with internal failover policies and procedures.</p> <p>In the event a geographic disaster causes a data center failure, RingCentral's other major data center assumes immediate and complete system operations with no loss of functionality or customer data.</p> <p>RingCentral maintains a redundancy level for RingCentral that includes, but not limited to, servers, power systems, communications ports, databases, and other key components. If one element suffers a failure, the level of redundancy affords that, through load sharing, a customer does not have all of their critical components (ports, data storage devices, etc.) located on a single device, but spread over several devices to minimize the effect of a service outage of a single component. The system is distributed and mirrored across multiple sites.</p> <p>RingCentral Contact Center is delivered in an Active / Active configuration across two datacenters. This means that all system configuration is constantly synchronized across two sites. If one site goes down the backup site is configured and ready to talk calls immediately. As a result, this is how the process works for our customers when a datacenter goes down. Calls from customers will automatically be routed to the backup call center that is fully configured and ready to run with all scripts, routing rules and other configuration up to date. Agents will see their desktop drop but will be able immediately to log back into the new system.</p>
GENERAL	10	Describe how your organization would continue to function in the event of a widespread environmental or health threat that would require most citizens to remain at home. How would you support UC in such situation?	<p>RingCentral is a complete cloud based business phone system designed with remote and traveling workers in mind. Our service is fully optimized OTT and provides maximum flexibility and accessibility to all users. The solution is optimized over the top, allowing home workers to access the system from any location with a stable internet connection. RingCentral supports mobile and remote workers. Since we are a cloud solution, we can extend all the same security controls to home and remote workers that are provided at HQ. RingCentral is designed to be used in distributed work environments. Remote users have full access to our comprehensive suite of features no matter their geography.</p> <p>To use the system, agents need to use a computer running an approved operating system (Windows or OS X), use an approved browser (IE 11, MS Edge, Chrome, Firefox, or Safari), have a good internet connection, and have a way to establish the voice path. This applies to agents in the corporate contact center or agents working from remote locations. The same agent functionality (answering contacts, seeing reports, seeing dashboards, screen pops, etc) can be provided regardless of agent location. Supervisors will have the same functionality regardless of location as long as their system meet the minimum requirements.</p>

GENERAL	11	Describe your network's backbone, specifically addressing the following: prevention of outages, restoration capabilities, ability to provide diversity (e.g., circuit, POP, switch, etc.)	<p>RingCentral's platform has been designed from the ground up with disaster recovery, high availability, and geo-redundancy as core infrastructure requirements. To that end, RingCentral houses its core technology infrastructure and global network in multiple geographically diverse, state-of-the-art, Tier-4 data centers, minimizing the risk of loss and regional service interruption due to natural disasters and other catastrophic situations.</p> <p>To be defined as Tier 4, a data center must adhere to the following:</p> <ul style="list-style-type: none"> - Zero single points of failure. Tier IV providers have redundancies for every process and data protection stream. No single outage or error can shut down the system. - 99.995 % uptime per annum. This is the level with the highest guaranteed uptime. It must be maintained for a center to maintain Tier IV ranking. - 2N+1 infrastructure (two times the amount required for operation plus a backup). 2N+1 is another way of saying "fully redundant." - No more than 26.3 minutes of downtime per annum as a maximum figure. Providers must allow for some downtime for optimized mechanical operations; however, this annual downtime does not affect customer-facing operations. - 96-hour power outage protection. A level IV infrastructure must have at least 96 hours of independent power to qualify at this tier. This power must not be connected to any outside source and is entirely proprietary. Some centers may have more. <p>RingCentral's major data centers are located on the East and West Coasts of North America and in Northern and Southern Europe. Additionally, RingCentral has multiple point-of-presence (POP) data centers located throughout North America. This geo-redundant, active-active architecture ensures high availability even when faced with major regional natural or other disasters. Within each major data center, RingCentral provides high availability, redundant architecture. Access to the Internet is ensured through the purchases of multiple Internet transits at each data center. All of RingCentral's service components are designed with high availability, fault tolerance, and fault impact segregation in mind. Customer data - including service configurations, messages, etc. - is fully replicated across RingCentral's data centers in real time. PSTN access is ensured through the purchase of connectivity from multiple Tier 1 global telecommunications providers at each data center.</p> <p>Together, these geographic and internal redundancies form an architecture that provides RingCentral's customers with a highly available and enterprise-class business communications and collaboration solution. In the event of a failure, RingCentral's automated systems, in conjunction with an always-on and world-class network operations center (NOC), ensure a rapid transition to back up systems as needed to maintain uninterrupted service availability. If a system failure within one of RingCentral's data centers is detected, the redundant system - whether within that same data center or at another data center - takes over operations in accordance with internal failover policies and procedures. In the event a geographic disaster causes a data center failure, RingCentral's other major data center assumes immediate and complete system operations with no loss of functionality or customer data.</p>
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GENERAL	12	<p>In the event of widespread environmental, health, natural or other disaster (e.g. COVID-19) that results in underutilized Goods and Services, discuss what options would be available to UC in such circumstances (E.g. pro-rated credit)</p>	<p>In the event of an emergency, your users will be able to leverage our solution remotely from any device any where.</p> <p>Meet as if everyone is in the same room, with HD voice and video and integrated screen sharing.</p> <p>Collaborate in one place</p> <ul style="list-style-type: none"> - Set up teams, send messages, share files, and assign tasks to teammates, customers, and partners—all in one place. <p>Call with flexibility</p> <ul style="list-style-type: none"> - Make, receive, and manage your calls easily on any device. Be accessible when needed, without giving out your personal mobile phone number. <p>The flexibility of the solution give your users options for alternative work schedules. RingCentral would review the event and work with you to options to address any concerns with underutilized goods and services.</p>
GENERAL	13	<p>Describe how you design resiliency in both your and UC's network infrastructure to provide service reliability, redundancy, duplication and survivability options that support the ability to configure systems to appropriate levels of resiliency for the following options:-Redundancy within a site(s)-Redundancy and hot failover at an alternative site-Redundancy and warm (manual intervention) or cold (date restoration and system configuration) failover at an alternate site-Automatic data and content backup and restoration at a local or remote site</p>	<p>RingCentral employs three layers of network and service redundancy to ensure our customers' phone systems are always on: Our data centers provide the first layer of redundancy. Data between the bi-coastal locations is synchronized consistently with real time replication in Active-Active design. Each features a redundant power supply. This ensures seamless operation in case of geographic outages as well as any natural disasters, and delivers 99.999% availability. The data centers share hosted facilities space with some of the world's largest Internet companies and financial institutions. In close physical proximity to the world's top 20 Internet exchange points, they are also co-located with all the major U.S. telecommunications carriers to maintain the fastest response times and interconnect services possible.</p> <p>RingCentral manages carrier-grade network operations centers (NOCs):</p> <ul style="list-style-type: none"> · 13 different SLAs are proactively monitored · Continuous monitoring of VoIP QoS · Mean Opinion Score (MOS) of VoIP quality greater than 4 (out of 5) · Our vendor-agnostic, commodity-based architecture is fully replaceable and fault-tolerant, providing a second layer of redundancy · We utilize both load balancing and failover technology to keep our systems continuously up and running— a third layer of redundancy. For example, primary and secondary servers contain multiple servers that back each other up. <p>RingCentral's pod architecture also offers a variety of "self-healing" fail safes on every layer:</p> <ul style="list-style-type: none"> · Software layer: Oracle Golden Gate replication ensures that each user service is delivered by multiple servers that are load balanced. Message storage is replicated via Snap Mirror · Hardware layer: Seamless transfer of services via virtualization is accomplished using VMWare's VMotion · Network layer: If a failure is detected traffic is instantaneously routed from one data center to the other <p>RingCentral's flexible 2N+ architecture is the key to reliable services:</p> <ul style="list-style-type: none"> · Primary, + 1 completely redundant system to ensure availability · Ability to add new features and test them without disruption of service · Migrate existing users to new features with no loss of service · Rolling software upgrades The RingCentral platform supports hundreds of thousands of users. It's designed to handle 4X capacity, and is currently managing over one billion minutes of voice traffic per year.

GENERAL	14	Describe your tools and program for fraud monitoring and prevention.	<p>The RingCentral service includes multiple layers to prevent and detect toll fraud, including access control, detection controls, usage throttling, and customer-controlled settings to enable/disable international calling to approved destinations. In addition, RingCentral's security department performs active monitoring to detect and notify customers of anomalous calling patterns on their account. When fraudulent calls are detected, proper internal action is taken and an after-action analysis ensures that internal policies and procedures are updated to minimize similar occurrences in the future. RingCentral operate sophisticated fraud monitoring capabilities that spot unexpected and fraudulent usage patterns. RingCentral operate a 24/7/365 NOC center that can react to fraud alerts appropriately, including blocking phone destinations and users directly, with immediate effect - all managed and resourced by RingCentral. Spend (or fraud) management limits per day or per month are configurable on individual accounts.</p> <p>RingCentral uses a CDR analytics engine which creates alarms when it detects suspicious traffic. Additionally, we maintain an in-house fraud search engine to identify additional account information connected to know fraudulent accounts. On top of this, RingCentral maintains a blacklist database of fraudulent phone numbers, CC tokens, and device IDs which alerts RingCentral if any others items are used on any new or existing account. The attempted usage of any of these items result in account disabling. The final element are various generated reports throughout the day to assist in the identification of anomalous and potentially fraudulent usage.</p>
GENERAL	15	Describe how you mitigate unsolicited spam or Robo calls including any limitations.	<p>Blocking phone numbers allows you to filter and choose who can call you or send you a fax. It is a good way to prevent unwanted calls and spam/robo calls. When a number is added to the blocked numbers list, it blocks all incoming calls and faxes, including SMS/MMS, from that number. You may configure your RingCentral account to block calls and faxes from specific numbers, area codes, phones with no caller ID, faxes, and payphones. Calls can be blocked at a user level or by an administrator at an account level. Please see this link for more information: https://support.ringcentral.com/s/article/Block-Calls-and-Faxes-without-Caller-ID?language=en_US</p>
GENERAL	16	Describe your ability to block inward and outbound calls from/to unauthorized numbers including any limitations. Restrictions shall be able to be entered in any of the following formats: NPA, NPA NXX, NPA NXX-XXXX, NPA NXX-XXXX-XXXX, NXX, NXX XXXX, NXX-XXXX-XXX, 011 and 011 + Country Code.	<p>RingCentral can block inbound and outbound caller IDs for the entire company and individual users can have access to do the same for their phone numbers and user accounts. The RFP defined formats are supported.</p>
USAGE (Voice services to process all IntraLATA, InterLATA, IntraSTATE, InterSTATE and International calling)	17	Do you support local dialing to x11 numbers? If yes, please describe in detail including any limitations.	<p>Need further clarification on A11 numbers, if you're referring to N11 numbers, see below. If not, RingCentral is open to discuss the requirement further.</p> <p>The RingCentral Services may not support 211, 311, 411, 511 and/or N11 calling in one or more service areas. Additional charges may apply for these calls. This does not apply to 911 calls. If N11 calling is not supported in the service area, you will need to dial the corresponding 10 digit number associated with the specific N11 number.</p> <p>For additional information, please refer to the following link: https://www.ringcentral.com/legal/office-service-attachment.html</p>

USAGE (Voice services to process all IntraLATA, InterLATA, IntraSTATE, InterSTATE and International calling)	18	Do you offer 24/7 domestic and international operator services (dialing 0) as part of a standard service at no additional cost? If yes, please describe options.	<p>RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls).</p> <p>For additional information, please refer to the following link: https://www.ringcentral.com/legal/office-service-attachment.html</p>
USAGE (Voice services to process all IntraLATA, InterLATA, IntraSTATE, InterSTATE and International calling)	19	Do you offer 411 nationwide directory assistance including toll free numbers as part of a standard service at no additional cost? If yes, please describe in detail including any limitations.	<p>There's a \$1.00 charge to make a Directory Assistance/411 call from a RingCentral phone number, which will be taken from your purchased calling credits.</p> <p>Toll free numbers are listed on the pricing spreadsheet as a costed item.</p>
USAGE (Voice services to process all IntraLATA, InterLATA, IntraSTATE, InterSTATE and International calling)	20	Do you offer universal range privileges to control long distance calling by restricting calling to specific geographic areas? If yes, please describe capabilities and limitations.	<p>RingCentral provides the ability to permit/deny outbound calls to specific countries at an account billing level. Additionally, using permissions, we can permit/deny internal, domestic and/or international calling per user role and assign the user role to specific users.</p>
USAGE (Voice services to process all IntraLATA, InterLATA, IntraSTATE, InterSTATE and International calling)	21	Do you offer account codes and authorization features to individuals and or groups to help track calls, sort, manage calling privileges and cost allocation including the flexibility for UC to define the format of the codes for accounting and billing systems compatibility. If yes, please describe in detail including the management of this feature and any limitations.	<p>The RingCentral platform does not natively support account codes / authorization codes. With that said, RingCentral provides access to RESTful API's that can be leveraged to implement features that are not inherent to the solution, in fact Resource Software International (RSI) has developed a solution that encompasses account code functionality. RSI is an Integrated Software Vendor (ISV) that has developed several products that integrate with the RingCentral platform. For additional details on the solution, please refer to the following link: https://www.ringcentral.com/apps/shadow-cms-enterprise-ringcentral</p>
INBOUND TOLL FREE	22	Describe your domestic and international origination service areas for toll-free service, including any limitations.	<p>The RingCentral platform is a cloud based Unified Communication as a Service (UCaaS) and includes inbound toll free minutes, the number of minutes will vary depending on the plan chosen. For plans and pricing please refer to the following link: https://www.ringcentral.com/office/plansandpricing.html</p> <p>RingCentral provides toll free numbers in over 100 countries. Origination to the toll-free service are local to the specific country only and not accessible from other countries.</p>

INBOUND TOLL FREE	23	Describe how UC can route calls from a single toll-free number to multiple locations based on the area code or area codes and local exchange of the calling party.	RingCentral provides cloud based Unified Communication as a Service (UCaaS) and includes call routing by time of day, day of week, area code, exchange or ANI. RingCentral also offers the ability to block numbers for individual users or an entire organization. Toll free numbers can be connected to a specific site or across multiple sites. Routing plans can be predefined and enabled/disabled as needed. All of this is configurable via Service Web, RingCentral's administrative portal.
INBOUND TOLL FREE	24	Describe the ability to route calls based on the time of day, day of week, and day of year of the call.	The auto-attendant can provide unique call treatment based on time of day, day of week, holiday as well as other treatments based on incoming caller ID and called number requirements.
INBOUND TOLL FREE	25	Does your service provide real time Automatic Number Identification (ANI) delivery? If yes, describe the feature in detail, including any limitations.	<p>If the ANI is passed with the call, the ANI can be used to route the call. A simple internal table can be used or the ANI can be used as a key to retrieve data from a CRM system and that data can be used to route the call.</p> <p>ANI is one of many parameters that can be used to drive routing decisions. There is no limit to the number of ANI codes that can be matched to drive routing rules.</p> <p>RingCentral allows Caller ID for inbound calls, as well as Outbound Caller ID management for users. CNAM is supported in certain RingCentral editions. Enhanced caller ID is included with our Premium tier of service, providing the name and number of the inbound caller. https://www.ringcentral.com/office/features/caller-id-control/overview.html</p>
INBOUND TOLL FREE	26	Describe your advanced toll-free features.	<p>RingCentral offers a variety of toll-free numbers so customers can phone your business free of charge. You can choose the instantly recognizable 800 number prefix or choose from 888, 877, 866, 855, and 844 numbers. You can also create a custom vanity phone number to reinforce your company branding. Vanity numbers often spell out words, such as 1-800-GREAT-BIZ, making them easier for you and your customers to remember.</p> <p>RingCentral numbers are competitively priced, so you can use them for all of your business needs. Minute bundles range from 1,000- to 100,000-minute sets to satisfy even the highest-volume users. Additional minutes are available for automatic purchase.</p> <p>RingCentral also provides you the ability transfer your existing toll-free numbers from other providers to RingCentral.</p>
INBOUND TOLL FREE	27	Does your service allow for rerouting of calls on preset definitions that are security code activated? Describe in detail including any limitations	<p>The RingCentral platform does not natively support activating rerouting of calls via security codes, but you can leverage custom answering rules that can be enabled / disabled by an administrator. https://support.ringcentral.com/s/article/Overview-Custom-Answering-Rules?language=en_US</p> <p>Additionally, RingCentral provides access to RESTful API's that can be leveraged to implement features that are not inherent to the solution.</p>

TRANSPORT	28	Describe your portfolio of transport services as they relate to services requested in this RFP.	RingCentral is a pure cloud based communications provider for Unified Communications as a Service (UCaaS) or Contact Center as a Service (CCaaS) and does not provide any transport services. RingCentral applications / devices leverage existing network infrastructure for connectivity to the RingCentral platform.
TRANSPORT	29	Provide a brief description of your company's transport network(s). Describe the ownership of your domestic and international transport network(s). Provide details of key third parties involved in the event any of these are not fully owned. (max. 2 pages)	As mentioned in question 28, RingCentral does not provide any transport services. RingCentral services may be accessed via public Internet / over-the-top communications (OTT), private circuits, MPLS or SD-WAN.
TRANSPORT	30	Describe your ability to leverage CENIC and/or Internet 2 to deliver services to UC? If yes, what impact will this have on pricing for UC?	RingCentral will work with UC System to establish technical routing and commercials with support of UC to the I2 Network and CENIC.
TRANSPORT	31	Describe what abilities you have to automatically reroute DID's in the event of a service outage or overflow when no trunks are available. Specify the following: <ul style="list-style-type: none"> • How this feature is activated • What is the total time required to redirect these calls • Describe the process in the event the rerouting is not automatic. 	<p>RingCentral houses its core technology infrastructure and global network in multiple geographically diverse, state-of-the-art, Tier-4 data centers, minimizing the risk of loss and regional service interruption due to natural disasters and other catastrophic situations.</p> <p>RingCentral's major data centers are located on the East and West Coasts of North America and in Northern and Southern Europe. Additionally, RingCentral has multiple point-of-presence (POP) data centers located throughout North America. This geo-redundant, active-active architecture ensures high availability even when faced with major regional natural or other disasters.</p> <p>Within each major data center, RingCentral provides high availability, redundant architecture. Access to the Internet is ensured through the purchases of multiple Internet transits at each data center. All of RingCentral's service components are designed with high availability, fault tolerance, and fault impact segregation in mind. Customer data - including service configurations, messages, etc. - is fully replicated across RingCentral's data centers in real time. PSTN access is ensured through the purchase of connectivity from multiple Tier 1 global telecommunications providers at each data center.</p> <p>Together, these geographic and internal redundancies form an architecture that provides RingCentral's customers with a highly available and enterprise-class business communications and collaboration solution.</p> <p>In the event of a failure, RingCentral's automated systems, in conjunction with an always-on and world-class network operations center (NOC), ensure a rapid transition to back up systems as needed to maintain uninterrupted service availability. If a system failure within one of RingCentral's data centers is detected, the redundant system - whether within that same data center or at another data center - takes over operations in accordance with internal failover policies and procedures.</p> <p>In the event a geographic disaster causes a data center failure, RingCentral's other major data center assumes immediate and complete system operations with no loss of functionality or customer data.</p> <p>RingCentral maintains a redundancy level for RingCentral that includes, but not limited to, servers, power systems, communications ports, databases, and other key components. If one element suffers a failure, the</p>

			level of redundancy affords that, through load sharing, a customer does not have all of their critical components (ports, data storage devices, etc.) located on a single device, but spread over several devices to minimize the effect of a service outage of a single component. The system is distributed and mirrored across multiple sites.
TRANSPORT	32	Describe how you allow an end user to complete a domestic or international call to an off-net station or private network interface when terminating dedicated access lines are busy.	<p>The RingCentral service supports full connectivity to the Public Switched Telephone Network (PSTN) via connections to carrier providers globally. RingCentral is its own registered CLEC and provides full access to the PSTN without requiring any additional services.</p> <p>RingCentral is the leading cloud unified communications provider, we peer with all major PSTN providers which enables you to make and receive calls to and from the PSTN network without any issues. RingCentral's platform has multiple carrier options and are generally carrier agnostic. If an issue is encountered with a terminating carrier, RingCentral can leverage other terminating carriers to complete the call.</p> <p>RingCentral peers with 200+ internet service providers, 45+ carriers worldwide peering, and has 29 data centers to minimize this risk. If the WAN fails, calls can fail-over to mobile phones and our mobile client leverages cellular voice and data. RingCentral also offers MPLS Direct Connections.</p>
TRANSPORT	33	Describe your ability to provide dedicated ISDN network access transport services statewide in all Incumbent Local Exchange Carrier (ILEC) territories open to competition, as defined by the California Public Utilities Commission (CPUC), where services are available either through proposer owned facilities or through resale of approved Incumbent Local Exchange Carrier services.	<p>RingCentral is a highly regulated provider of internet communications services and is subject to a wide array of laws and regulations in jurisdictions in which RingCentral offers subscriptions for RingCentral services. Further, RingCentral has a wholly owned subsidiary certified as a competitive local exchange carrier and is subject to FCC regulations in the USA applicable to telecommunications companies, as well as regulation by the public utility commissions in jurisdictions where the subsidiary provides services. Specific regulations vary but generally include the requirement to register or seek certification to provide the services, to file and update tariffs setting forth the terms, conditions and prices for RingCentral services and to comply with various reporting, record-keeping, surcharge collection, and consumer protection requirements.</p> <p>RingCentral operates in California under license from the California Public Utilities Commission, Communications Division, Utility Number 1144, and its subsidiary, RCLEC, Inc. under Utility Number 7232. The exemption provision of California Business and Professions Code Section 7042.5 applies.</p> <p>Being that RingCentral is a pure cloud solution, we do not provide specific ISDN services to a customer location.</p>
TRANSPORT	34	Describe your ability to independently deliver the last mile without an intermediary? If yes, please describe the ability for each of the UC's main locations.	As mentioned in question 28, RingCentral does not provide any transport services, including last mile. RingCentral will leverage a topology (either in place or net new) being serviced by an Internet Service Provider (ISP). RingCentral recommends "last mile" redundancy to provide high availability to the internet via redundant ISP's, SD-WAN or transport medium such as LTE.

TRANSPORT	35	Describe your ability to provide last mile transport solutions (e.g. dedicated fiber circuits, SIP, MPLS trunks).	As mentioned in question 28, RingCentral does not provide any transport services. RingCentral is not a last mile provider and does not have access to the specific means of transport in the last mile.
TRANSPORT	36	Describe how you will address last mile connectivity in the absence of existing infrastructure at campus MPOEs? (e.g. would you construct infrastructure or use another provider's infrastructure?) Discuss the financial implications for required construction of infrastructure into campus MPOEs.	This requirement is beyond the scope of services provided by RingCentral. As mentioned in question 28, RingCentral does not provide any transport services.
TRANSPORT	37	Describe your policies, procedures for extending services beyond the demarcation point.	RingCentral solution is purely hosted in a cloud infrastructure and will not require any on-premises equipment or hardware to implement the solution, other than deskphones, if required. Since there is no hardware associated with the RingCentral offering, we will not be performing any cabling or wiring activities. Each RingCentral provided phone is accompanied by a Cat5e LAN cable to facilitate the connection between the phone and the workstation and will arrive pre-configured and will register with RingCentral servers automatically when they are plugged-in.

TRANSPORT	38	Describe your procedures and infrastructure to ensure normal operations redundancy for each UC location to provide transport services.	<p>RingCentral employs three layers of network and service redundancy to ensure our customers' phone systems are always on. Our data centers provide the first layer of redundancy. Data between the bi-coastal locations is synchronized consistently with real time replication in Active-Active design. Each features a redundant power supply. This ensures seamless operation in case of geographic outages as well as any natural disasters, and delivers 99.999% availability. The data centers share hosted facilities space with some of the world's largest Internet companies and financial institutions. In close physical proximity to the world's top 20 Internet exchange points, they are also co-located with all the major U.S. telecommunications carriers to maintain the fastest response times and interconnect services possible.</p> <p>RingCentral manages carrier-grade network operations centers (NOCs):</p> <p>13 different SLAs are proactively monitored Continuous monitoring of VoIP QoS Mean Opinion Score (MOS) of VoIP quality greater than 4 (out of 5) Our vendor-agnostic, commodity-based architecture is fully replaceable and fault-tolerant, providing a second layer of redundancy We utilize both load balancing and failover technology to keep our systems continuously up and running— a third layer of redundancy. For example, primary and secondary servers contain multiple servers that back each other up. RingCentral's pod architecture also offers a variety of "self-healing" fail safes on every layer:</p> <p>Software layer: Oracle GoldenGate replication ensures that each user service is delivered by multiple servers that are load balanced. Message storage is replicated via SnapMirror Hardware layer: Seamless transfer of services via virtualization is accomplished using VMWare's VMotion Network layer: If a failure is detected traffic is instantaneously routed from one data center to the other RingCentral's flexible 2N+ architecture is the key to reliable services:</p> <p>Primary, + 1 completely redundant system to ensure availability Ability to add new features and test them without disruption of service Migrate existing users to new features with no loss of service Rolling software upgrades The RingCentral platform supports hundreds of thousands of users. It's designed to handle 4X capacity, and is currently managing over one billion minutes of voice traffic per year.</p>
TRANSPORT	39	Describe how traffic segmentation is handled within your solution's network, including how customer's traffic is protected and segmented from others.	<p>The RingCentral solution offers multiple security methods to protect customer data. As a fully hosted solution, RingCentral stores customer data in a logically segmented manner in our application databases. Customer data is segregated from the customer access side using multiple security methods. Users and administrators require complex passwords to login. Connections to our service portals are made using TLS encrypted connections. Password change notifications are also sent to users and accounts are auto-locked out after Six (6) of failed login attempts. Users are notified of the lock out. Account access also times out after a specific period. Within RingCentral, customer data is kept separated and secure through internal policies and procedures. Only trained, authorized personnel with a specific need-to-know are allowed to access in order to resolve an issue or accomplish a task. This aspect is strictly followed and frequently trained (at least annually).</p>

TRANSPORT	40	Describe how you will continue to support legacy transport technology for backward compatibility with existing equipment.	RingCentral services may be accessed via public Internet / over-the-top communications (OTT), private circuits, MPLS or SD-WAN. RingCentral services are network agnostic and can leverage existing infrastructure.
POINT-TO-POINT CIRCUITS	41	Describe in detail what point-point circuit speeds do you offer to include salient features and any limitations.	N/A
POINT-TO-POINT CIRCUITS	42	Describe what performance guarantees for throughput, uptime etc does your company offer for your point-point service.	N/A
POINT-TO-POINT CIRCUITS	43	Describe in detail the internal processes, dependencies of the ordering to installation process (including last mile constructions) including your typical timelines in a "last mile construction" or "no last mile construction" projects and how do you plan to meet or exceed these timelines.	N/A
POINT-TO-POINT CIRCUITS	44	Do you have Early Termination Fee (ETF) for your point-point services? If yes, please describe its applicability in detail.	N/A
POINT-TO-POINT CIRCUITS	45	Describe how your solution handles virtual LAN (VLAN) tagging.	N/A
POINT-TO-POINT CIRCUITS	46	Describe the hand off options including requirements on UC equipment to control speed.	N/A
POINT-TO-POINT CIRCUITS	47	Do you own the full fiber path end to end? If no, describe how this will affect support SLA's.	N/A
POINT-TO-POINT CIRCUITS	48	Does your solution allow UC to provide its own equipment (CPE)? If yes, how will this affect your proposed solution? Describe any restrictions on the make and model of the CPE?	N/A
SIP SERVICES	49	Describe how you provide monitoring, alerts and customer notification regarding the health and performance of SIP services including quality of service (QOS), latency, and jitter including timelines for such notifications.	N/A
SIP SERVICES	50	Describe how you address growth and scalability of your SIP services.	N/A
SIP SERVICES	51	Describe recommended options for high availability/DR, limited single points of failure, redundancy, path diversity, and automated failover between primary and secondary SIP trunks serving physically diverse MPOEs on campus.	N/A
SIP SERVICES	52	Describe the load balancing options that you offer for the redundant design including any limitations.	N/A

SIP SERVICES	53	Describe how you would design an end-to-end fully managed redundant SIP trunk solution with diverse paths to two demarcation points located in two different locations. Does your proposed solution include fully managed SBCs?	N/A
SIP SERVICES	54	Describe cost benefits (if any) on your proposed SIP services over your non-SIP service offerings. Please share any related success stories.	N/A
SIP SERVICES	55	Describe how you would provide end-to-end QOS and encryption across public internet service.	N/A
SIP SERVICES	56	What PBX's do you support for SIP services?	N/A
SIP SERVICES	57	Do you offer a carrier SBC monthly rental option including managed option? If yes, please describe in detail including any limitations. All associated pricing to be provided in the pricing sheet.	N/A
SIP SERVICES	58	Do you provide professional services and support for customer provided SBC. If yes, please describe in detail including any limitations. All associated pricing to be included in the pricing sheet.	N/A
SIP SERVICES	59	Describe how SIP trunks are rerouted to recorded announcement when SIP trunks are down.	N/A
SIP SERVICES	60	Describe how specific DID's can be redirected as needed.	N/A
SIP SERVICES	61	Describe how the number of call paths can be increased or decreased via a portal interface. What is the turnaround time to provision?	N/A
SIP SERVICES	62	Describe your support for automatic bursting capabilities during heavy traffic to temporarily increase call paths.	N/A
SIP SERVICES	63	Describe how you support fax services and analog credit card machines.	N/A
CLOUD VOIP	64	Does your proposed solution offer the ability for UC to use their standard phone lines (e.g., Centrex lines, Measured Business lines-1MBs, legacy TDM etc.) to place and receive long distance and toll-free calls? If yes, please specify capabilities and any limitations.	RingCentral is its own registered CLEC and provides full access to the PSTN without requiring any additional services. Therefore Bring Your Own Carrier (BYOC) is not necessary as part of a standard deployment. The RingCentral solution has peering agreements with over 45 PSTN carriers to provide the support necessary globally to the RingCentral user. Where there are needs for trunking, such as for locations outside of RingCentral's reach then a Custom Engineering approach is taken to BYOC enablement, which RingCentral would be happy to discuss further.

CLOUD VOIP	65	Describe in detail the various tiers of VoIP services you provide (i.e. partial, middle, full fledge Managed Service).	<p>RingCentral offers several different plans based on the customer's needs. RingCentral offers 100% hosted solutions tailored for medium to large enterprises, who are migrating away from on-premises telephony to the cloud. Our solutions include a full suite of business communications solutions, including unified communications (UC), PBX, contact center, and video and web conferencing. Our solutions move your investment from expensive Cap-Ex to Op-Ex since there are no required hardware components for our cloud solutions. Our solutions include:</p> <p>RingCentral Office® - RingCentral Office, our flagship product, is a multi-location, multi-user, enterprise-grade communications solution that enables employees to communicate via different channels and on multiple devices. This subscription is designed primarily for businesses that require a communications solution, regardless of location, type of device, expertise, size, or budget. Businesses are able to seamlessly connect users working in multiple office locations on smartphones, tablets, PCs and desk phones.</p> <p>RingCentral Office Essentials Edition (Messaging and Phone System)</p> <ul style="list-style-type: none"> Up to 20 users only Business phone or toll-free numbers Unlimited calls within the US/CA Unlimited business SMS Voicemail-to-text Team messaging Document sharing <p>RingCentral Office Standard Edition (Messaging, Video, and Phone System combined) includes everything in Essentials PLUS:</p> <ul style="list-style-type: none"> No limit on number of users Business phone numbers in over 100 countries 1,000 minutes toll-free (Per Organizational Account) Unlimited internet fax Unlimited audio conferencing Video meetings with up to 100 participants Up to 24-hour meeting duration Quality-of-service reports Popular integrations including Office 365, G Suite, Slack, and more 24/7 support <p>RingCentral Premium Edition (Messaging, Video, Phone, Open Platform) includes everything in Standard PLUS:</p> <ul style="list-style-type: none"> Automatic call recording Single Sign-on Multi-site admin and management Up to 8-digit extensions with site codes 2,500 toll-free minutes (Per Organizational Account) Hot desking Advanced call handling including whisper, barge, and more Video meetings with up to 200 participants Real-time analytics Popular CRM integrations with Salesforce, Zendesk, and more Industry-specific integrations with Canvas, Smarsh, and more Developer platform and custom integrations
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			<p>RingCentral Contact Center - Our RingCentral Contact Center solution provides a cloud-based contact center solution that delivers omnichannel capabilities so businesses can allow customers to engage in the manner they prefer. The solution leverages technology from NICE inContact, Inc., and has a comprehensive feature set that integrates with RingCentral Office. This enables businesses to build customer loyalty and increase productivity by resolving customer issues faster and more effectively.</p> <p>RingCentral-Engage Digital - RC-Engage is a Multi-tenant SaaS software, hosted on a single multi-tenant private Cloud. There is one single service shared among all our customers. RC-Engage software will add permeability between channels in order to be able to push Forum answers on other digital channels.</p> <p>RingCentral-Engage Voice - Combining simplicity, such as straightforward agent onboarding and automation (e.g., campaign-driven screen pops), Engage Voice helps turn any agent into an outbound/blended powerhouse. The user-centric platform offers easy access to customer data through scripting and CRM integrations across fewer screens. This means less searching and more time saved for both your company and customers.</p> <p>A complete list of offerings is also outlined in our price list. RingCentral will be open to adding products and services to the contract as needed over time as well. The intent is to make available all RingCentral offerings.</p> <p>More details of our plans can be found at: https://www.ringcentral.com/office/plansandpricing.html</p>
CLOUD VOIP	66	Describe the various components of your Cloud VoIP solution including but not limited to call manager, call center and unity.	<p>RingCentral is a 100% hosted provider of UCC. We include PBX, Fax, conferencing, Contact Center, Web/Video Meetings, IM, Group Chat, Team Collaboration, VM, QoS Reporting, Live Queue Reporting, File Sharing, and Task Management all under a single solution supported by an open platform enabling further custom development and workflows. More details of features per service level are described in our response to the previous question.</p>
CLOUD VOIP	67	Describe your onboarding process for migrating from on-prem to the cloud solution.	<p>A RingCentral Customer Onboarding Manager is engaged to assist and supervise the live implementation and frequently becomes a part of your corporate family. This resource is there to ensure as smooth a transition from your old solution to your new one as possible and may stay engaged with your team beyond the initial days following go live depending on need. Other resources will be engaged and lined-up to ensure successful implementation as outlined on the SOW.</p>

CLOUD VOIP	68	Describe which make/model desk phones are supported.	<p>Typically, RingCentral supports the phones from a number of manufacturers including Cisco, Yealink, Avaya and Polycom. Supported phones include the following:</p> <p>Polycom: VVX 601, VVX 501, VVX 450, VVX 350, VVX 250, VVX 150, OBi302</p> <p>Cisco: 8861, CP8851, 7841</p> <p>Yealink: T48S, T46S, T42S,</p> <p>Avaya: J179, J159, J169, J139,</p> <p>RingCentral maintains a list of supported devices like desk phones, conference phones, receptionist phones, wireless phones and headset. https://www.ringcentral.com/office/voip-phone.html</p> <p>For a list additional supported phones, please review this page: https://support.ringcentral.com/s/article/List-of-tested-deskphones-with-RingCentral?language=en_US</p>
CLOUD VOIP	69	Describe any inbound and outbound call capacity limitations including scalability capabilities to mitigate capacity limitations.	RingCentral provides limitless inbound and outbound call capacity. No limitations need to be considered.
CLOUD VOIP	70	Describe how you would provide integration to on-prem PBX including shared dial plan and analog endpoints. Please also list PBX's supported.	We have multiple options for integration to an existing PBX. The most common driving force for this integration is to maintain dial plan transparency between the two systems. RingCentral has two strategies to accomplish this over the PSTN or via a private SIP trunk if the current PBX supports it. More discussion is warranted around this to design the best solution for your business and cloud migration needs.
CLOUD VOIP	71	Describe Automatic Call Distribution (ACD) features, call flow configuration and limitations.	The standard RingCentral product provides ACD capabilities, including queues, hunt groups, agents, monitoring and reporting sufficient for most lightweight ACD requirements. Customers may create departments/groups and set call handling rules that govern how inbound calls are taken and/or queued. Managers may monitor calls directly from a desk phone or the softphone client. Intuitive graphical dashboards allow customers to analyze department/group call history, activities, and patterns. Skills routing is a feature that is offered in the RingCentral Contact Center solution.
CLOUD VOIP	72	Does the ACD support CRM integration, e.g. ServiceNow? If yes, describe in detail, including any limitations.	RingCentral Contact Center supports a variety of methods for integrating with 3rd party software, allowing seamless transport of data between platforms within your contact center, and increased agent productivity. RingCentral Contact Center has integrated with hundreds of CRM solutions across standard, customized and homegrown applications. RingCentral Contact Center provides several out of the box, deeply integrated embedded agent solutions including Salesforce.com, Zendesk, ServiceNow, Oracle Service Cloud and more.

CLOUD VOIP	73	Describe your support for shared dial plan and incoming call queuing.	<p>RingCentral's dial plan is managed via Service Web, the RingCentral administrative portal. Dial plan design will require a deeper understanding of your current state and desired end state. This is one of the key components of our Professional Services engagement.</p> <p>Call routing is totally customizable and rules can be set. RingCentral Office allows Call Queue groups to be defined when you want a specific group of users (such as Sales, Support, or Billing) to share incoming calls. Call Queues are different from extensions. Call queues increase the efficiency of your company by directing the calls to the right employees. Call queues can support up to 25 calls waiting in a call queue.</p>
CLOUD VOIP	74	Describe how you handle temporary disconnects for subscribers who want to temporarily disconnect service with proportionate cost reductions.	<p>RingCentral is a service that allows for 10% annual reduction of contracted subscribers. We work with the subscriber to reallocated the digital line service to a new users so the subscriber isn't paying for a digital line they aren't using. The RingCentral Client Success Manager would help the subscriber determine the best path to take for the temporary disconnect.</p>
CLOUD VOIP	75	Describe your support for multiple line appearances and the ability to delay ring or no ring on each line appearance.	<p>The maximum number of a lines that can appear on a single device/account will depend on the device model. RingCentral offers multiple desk phones that can be expanded to support additional bridged lines. Additionally, the robust RingCentral desktop client supports an unlimited number of bridged line appearances. We'd be happy to discuss options in further detail as University of California requirements are further scoped.</p> <p>RingCentral has a setting that will allow the line to not ring.</p>
CLOUD VOIP	76	Describe your proposed softphones (native and or third party) and platforms supported (e.g. Android, Mac, Windows, IOS).	<p>RingCentral's UCaaS solution provides users with software clients for desktop and laptop computers as well as for mobile smartphones and tablets. Across clients and devices, users enjoy the full suite of enterprise communications and collaboration features and capabilities. The RingCentral solution was designed and built from the ground up to be a mobile-first solution that serves today's mobile and distributed workforces. The softphone and mobile clients provide full calling, faxing, SMS texting, audio conferencing, video conferencing, web sharing, and team collaboration functionality. Windows, Mac, IOS and Android softphones are available.</p>
CLOUD VOIP	77	Describe your softphone solution deployment options including mass deployment and administration.	<p>We shall assist University of California resources to install, configure, and commission softphone clients as and when necessary.</p> <p>RingCentral for Desktop turns your PC, Mac or Mobile device into an all-in-one communication hub completely synced to your office network so you can collaborate with your colleagues and clients anywhere you have a broadband connection and a headset. With RingCentral for Desktop, you're ready to communicate as soon as you log in to your computer, no matter where you are.</p> <p>The RingCentral mobile app fully integrates employee mobile devices into the company business phone system. It's quick and easy to get RingCentral for Desktop/Mobile installed on your computer/mobile device.</p> <p>The desktop application can be deployed in mass using MSI.</p>

CLOUD VOIP	78	Describe federated authentication options for softphone client's (e.g SSO, SAML).	We support SAML 2.0 as well as SSO and AD/LDAP integration through our partnership with Okta. Users can authenticate through our any IDP authentication system that supports SAML 2.0.
CLOUD VOIP	79	Describe your support for authorization and account codes including data structure formats for integration with billing systems.	The RingCentral platform does not natively support account codes / authorization codes. With that said, RingCentral provides access to RESTful API's that can be leveraged to implement features that are not inherent to the solution, in fact Resource Software International (RSI) has developed a solution that encompasses account code functionality. RSI is an Integrated Software Vendor (ISV) that has developed several products that integrate with the RingCentral platform. For additional details on the solution, please refer to the following link: https://www.ringcentral.com/apps/shadow-cms-enterprise-ringcentral
CLOUD VOIP	80	Describe your solution for real-time CDR (call detail records) for use with auditing and subscriber billing.	RingCentral's cloud VOIP solution offers real time call detail records that can be down loaded and input into third party billing systems for charge back.
CLOUD VOIP	81	Describe how 911 calls on all endpoints handle PS-ALI lookups.	<p>RingCentral provides a multi pronged approach to supporting E911 natively through our partnership with Bandwidth. RingCentral supports E911 capabilities for all physical desk phones with specific addresses customizable for each physical location. This information has primary address as well as suite or floor number as applicable. This information is checked against the PSAP, so there is no possibility of a E911 call not getting a match in the PSAP database. RingCentral then leverages our VoIP Positioning carrier to transmit E911 information to the correct PSAP supporting the user's location. Updating the E911 address and location information is done through the web interface for users with physical desk phones or through the Nomadic 911 capability within the system for the deskphone address and location information to automatically be updated based upon the IP address of the devices where it is located.</p> <p>RingCentral provides the ability to enter an emergency address for all digital lines (DLs). This emergency address includes physical address and additional information (such as building location, suite, apt #). This information is passed to the local PSAP. For our mobile clients, the clients leverage the inherent cellular device 911 capabilities. We have a professional services solution allowing for notifications to be sent when 911 is dialed and provide the location and extension of device.</p> <p>For RingCentral users that utilize the RC Phone application as their primary endpoint, and who are mobile i.e. working in different locations including the office, home and/or coffee shop, we will be offering Nomadic 911. This feature will greatly enhance the accuracy of the emergency address which will be used to locate such users when they make emergency calls. The location of users running the RC Phone desktop application will automatically be tracked and emergency addresses will be updated accordingly as users move around. This ensures that emergency calls are handled by the appropriate responders in the geographic vicinity of the caller.</p> <p>Survivability of RingCentral E911 capability is through the inherent capabilities of the solution. RingCentral offer several options to provide local survivability. The first is to utilize the RingCentral mobile application which will utilize the WIFI/Cellular network to allow users to have full capabilities of the solution, including E911. In Addition, RingCentral, offers a local survivability option called RingCentral Persist. RingCentral Persist is</p>

			<p>a solution that enables enterprise customers to maintain communications services in case of an Internet failure at a customer's location. RingCentral Persist will enable customers to continue communications services including emergency calling, extension-to-extension dialing, and inbound and outbound calling.</p> <p>Details regarding RingCentral's Emergency Services Policy can be found at the following link: https://www.ringcentral.com/legal/emergency-services.html</p>
CLOUD VOIP	82	Describe your solutions support for restriction service classes for specified endpoints (i.e. restrict international calling, 911, internal-only, and caller ID blocking, etc.).	<p>RingCentral Office Services support E911 capabilities for all physical desk phones with specific addresses customizable for each physical location. Restriction of 911 / emergency service calls is not possible on the RingCentral platform.</p> <p>RingCentral provides a variety of roles and permissions as defaults which can be customized as needed, as well as used as supplement to new roles and permissions for access and control. These include the ability to restrict international calling, internal-only calling and the ability to limit caller ID selection or blocking.</p> <p>RingCentral's roles and permission provides granular access to which features and functions can be controlled via profiles. We can also restrict access to certain features or functions based on user profiles/templates which you are able to define.</p>
CLOUD VOIP	83	Confirm whether your solution provides the following features:	Intercom; Paging; Operator Services; Do Not Disturb (ND); Simultaneous ring on multiple devices; Redirect an answered call to voicemail
CLOUD VOIP	84	Does your solution provide at a minimum 3-way or greater conference calls? If yes, describe the feature in detail. How many internal and external parties do you support for standard conference calls?	RingCentral supports ad hoc conference calling for up to 3 parties. In addition, every user is provided with their own unique conference bridge dial in information, so all users can host audio conference calls with up to 1,000 participants per call.
CLOUD VOIP	85	Confirm whether your solution provides the following Voice Mail features: Unified messaging, If yes, describe email platforms not supported. Greeting Announce only Customer defined retention policy Litigation holds	1.Yes, App integration into Outlook and Gmail, can send notification to any email address.
CLOUD VOIP	85	Confirm whether your solution provides the following Voice Mail features: Unified messaging, If yes, describe email platforms not supported. Greeting Announce only Customer defined retention policy Litigation holds	1.Yes, An Announcements-Only Extension is dedicated to play an announcement for your callers.
CLOUD VOIP	85	Confirm whether your solution provides the following Voice Mail features: Unified messaging, If yes, describe email platforms not supported. Greeting Announce only Customer defined retention policy Litigation holds	1.Yes, An Announcements-Only Extension allows you to customized greetings.

CLOUD VOIP	85	Confirm whether your solution provides the following Voice Mail features: Unified messaging, If yes, describe email platforms not supported. Greeting Announce only Customer defined retention policy Litigation holds	1.No, the platform allows up to 200 messages in a FIFO manner.
CLOUD VOIP	85	Confirm whether your solution provides the following Voice Mail features: Unified messaging, If yes, describe email platforms not supported. Greeting Announce only Customer defined retention policy Litigation holds	1.Yes, ISV partner ThetaLake provides eDiscovery features for RingCentral messages.
CLOUD VOIP	86	Describe your voicemail retention and capacity limitations including other salient features.	Your voicemail message will be stored in your account for 90 days with up to 200 combined messages of voicemail and fax messages. These messages can be archived to client's cloud or local storage. A super administrator on the account has manageability of any users voice mail box. Data retention can be altered as needed in order to be in compliance with appropriate and applicable industry controls.
CLOUD VOIP	87	Describe your voicemail solution's user interfaces, access methods and message management capabilities.	<p>All users are provided with a unique voicemail box which can be accessed via desk phone, soft phone, user interface, or email.</p> <p>You can access messages at any time—when you're on another call, another device, and during a power outage—even if your calls are forwarded to another number. Additionally, with notifications sent to your RingCentral apps or email, as soon as callers leave messages, you can instantly view and hear your messages no matter where you're located.</p> <p>Below are ways you can access your voicemail.</p> <p>Desk phone: Press the voicemail button or softkey on your RingCentral phone. From other phones, dial your telephone number, press , follow the prompts, and the Auto-Receptionist will announce the number of new voice messages. Afterward, follow the prompts for response options.</p> <p>RingCentral apps: Go to the Messages screen on either your RingCentral for Desktop or RingCentral mobile app to see a list of voicemail messages. Click or tap the message to open it. Afterward, select one of the response options shown on the same screen.</p> <p>RingCentral online account: Log in to your account and go to the Overview page. You'll see a list of voicemails along with other call activity. Click the message to open it. Afterward, select one of the response options shown on the same screen.</p> <p>Email: If you have voicemail to email enabled, you can get email notifications and even have the message attached to the email.</p>

CLOUD VOIP	88	Describe how Message Waiting Indicator (MWI) is supported including any limitations.	Visual Message Waiting Indicator (MWI) is supported. An indicator light on the phone indicates that new messages are waiting. Icons on the phone screen also indicate that the phone has new messages. All provided desk phones include MWI (Message Waiting Indicator) including voicemail, IM, emails etc. RingCentral allow individual users on any account type to enable or disable the message waiting indicator light or notification on their own account.
CLOUD VOIP	89	Describe the capability to block specific country, area code or individual numbers on inbound or outbound calls.	<p>Inbound calls may be blocked by number or by area code. Outbound calls can be restricted by user or group of users to prevent international long distance calling.</p> <p>RingCentral actively monitors activity on its network to protect customers from spam on inbound calls and fraud on outbound calls. By default, customers are blocked from calling certain international phone numbers (Blacklisted Destinations) because they are frequently implicated in fraudulent calling schemes.</p> <p>RingCentral may, upon customer request and in its sole discretion, grant customer access to a Blacklisted Destination. However, RingCentral generally recommends against opening blocked destinations because they represent substantial fraud risk to the customers.</p> <p>The Agreement for Whitelisting International Phone Numbers allows you to request that certain Blacklisted Destinations be whitelisted and sets out your responsibilities if your request is granted.</p> <p>Currently, RingCentral does NOT support calling to 00800 Universal International Freephone Numbers (UIFN). See Universal International Freephone Numbers (UIFN) Support for more information.</p>
CLOUD VOIP	90	Do you support configurable outbound caller ID to mask the actual caller ID to protect privacy (used by counselors, ACD agents who only want the main number presented)?	RingCentral allows for Outbound Caller ID management for users. Users and/or Administrators can change the Outbound Caller ID through the RingCentral phone. Changes made are synced with your extension's online account settings and vice-versa. You can only use RingCentral phone numbers that are directly assigned to a user's extension or general RingCentral Company numbers as your user Caller ID.
CLOUD VOIP	91	Do you support dial code (e.g.69) to block outbound caller ID?	Yes, on the RingCentral platform to block your Caller ID name and number for one call only, use 67 before calling. You can also set the RingCentral phone application or desktop phone to block or display the Caller ID on every call.
CLOUD VOIP	92	Describe the capability to move a call between a deskphone and a softphone.	RingCentral offers a feature called Call Flip which allows users to flip live calls from one device to another. for more details, please visit https://www.ringcentral.com/office/features/call-flip/overview.html
CLOUD VOIP	93	Do you support handing off a call from VOIP extension to a mobile device without using a soft client? If yes, describe the feature.	Calls can be flipped from device to device using hot key functions programmed in Call Flip.

CLOUD VOIP	94	Describe how you integrate with a tele-management system .e.g. Pinnacle, PCR360, Comet.	<p>RingCentral does not currently have any integrations with tele-management systems. Although, RingCentral’s platform is built on open standards and includes an extensive library of RESTful APIs, permitting custom integrations to be built with any solution being used by customers including tele-management systems, home grown solutions, and any future solutions which may be used.</p> <p>We focus on building integrations based on need and customer feedback, refer https://developer.ringcentral.com/app-gallery.html#/apps for our growing list of Existing Integrations. These are all available to our customers Day1.</p> <p>Your developers could use the RingCentral family of cloud APIs and SDKs to seamlessly integrate RingCentral into their enterprise’s workflow or RingCentral could be involved in this process. Many of our customers have built their own integrations seeking help from our developer community https://developer.ringcentral.com/.</p>
CLOUD VOIP	95	Describe your support for hospitality phones and features.	<p>The RingCentral Hot Desking feature allows your users to share a common phone. Hot Desking allows you to log in to a shared RingCentral desk phone—and use it like your own—with access to your personal extension, saved settings, voicemail, and more.</p>
CLOUD VOIP	96	Describe your proposed support for multi-line phones with busy lamp field indications and Direct Station Selection (DSS), including how many buttons it supports.	<p>RingCentral solution is capable of servicing Busy Lamp Fields (BLF) as well as keys for one touch speed dialing. One of the major features of RingCentral's Cloud platform is the extension of “presence” or Busy Lamp Field (BLF) beyond desk phones to smart mobile devices. This means colleagues can see your call status (and vice versa) whether you’re on a smartphone, home phone, soft phone, desk phone, or any other phone — as long as you’re using RingCentral.</p> <p>Busy Lamp Field (BLF), has traditionally been used by receptionists to see employees’ phone availability when connecting calls from the front desk. But we believe more professionals are increasingly leveraging the use of presence, especially given the rise of distributed workforce and the proliferation of mobile devices. That’s why we designed RingCentral Cloud Presence to accommodate this highly agile business environment.</p> <p>RingCentral Cloud Presence detects an employee’s presence on any device within the corporate network, enabling colleagues to check availability for more efficient and precise communications (phone tag be gone!). Setting up Cloud Presence is easy through a drop-down menu so you can choose which users to monitor. Users can even call their most frequent contacts through one-touch access.</p> <p>RingCentral supports Cisco, Polycom, and Yealink desktop phones along with numerous other third party SIP enabled endpoints, with varying amounts of line appearances / buttons, some of the phones also allow the use of expansion modules / sidecars. All phones purchased directly from RingCentral will include a warranty from RingCentral and arrive pre-configured and provisioned. Soft end points on tablets, desktops, and mobile devices simply need to be logged into.</p> <p>We maintain our recommended up-to-date list of phones here - https://www.ringcentral.com/office/voip-phone.html</p>

CLOUD VOIP	97	Describe what protocols you use for end to end encryption.	RingCentral has a three-pronged security philosophy that revolves around encryption, with the three types of data — data at rest, data in motion, and data that stays on clients and travels on devices —encrypted throughout. RingCentral encrypts (AES 256) data at every point throughout the organisation and the platform undergoes a thorough compliance process annually.
CLOUD VOIP	98	Which platform/manufacturer do you provide for your VoIP infrastructure?	RingCentral uses its own proprietary Unified Communications technology.
CLOUD VOIP	99	Describe how you would provide integration support for existing E911, ACD, voicemail and tele-management solutions.	<p>RingCentral is a 100% hosted provider of Unified Communications and usually replaces existing E911, ACD and voicemail solutions. We understand that integrations may be required to these services thus we are open to further discuss any integration requirements.</p> <p>Regarding integration into tele-management solutions, we don't have any current native solutions. As mentioned earlier, RingCentral's platform is built on open standards and includes an extensive library of RESTful APIs, permitting custom integrations to be built with any solution being utilized.</p> <p>Your developers could use the RingCentral family of cloud APIs and SDKs to seamlessly integrate RingCentral into any enterprise's workflow or RingCentral could be involved in this process. Many of our customers have built their own integrations seeking help from our developer community https://developer.ringcentral.com/.</p>
CLOUD VOIP	100	Describe the customer system administration capabilities and options for self-service vs full service.	<p>RingCentral provides an administrator portal which allows a system administrator with the highest levels of access to control every aspect of the solution. There are no charges associated with the administrative portal or with making a change. The only costs are the subsequent charges for added services. RingCentral is also able to perform adds, moves, and changes on your behalf if desired at no cost.</p> <p>All management is web based. We secure every layer of our service and application stack and backup all data in real time. Restoration can be managed by the super administrator if data is terminated by a user. RingCentral can restore upon request if the super admin accidentally deletes data which needs to persist.</p> <p>RingCentral is largely designed to be self-managed, providing a user-friendly interface and admin portal in which all MACD can be performed by administrators of the system with little interference from RingCentral. If assistance is needed, RingCentral provides 24x7x365 live chat and phone support available to all users and administrators of the system.</p> <p>For more information, please refer to this document: https://netstorage.ringcentral.com/guides/office_admin_guide.pdf</p>

CLOUD VOIP	101	Describe how you provide high availability, resiliency, business continuity and disaster recovery capabilities in your cloud VOIP solution.	<p>RingCentral's platform has been designed from the ground up with disaster recovery, high availability, and geo-redundancy as core infrastructure requirements.</p> <p>To that end, RingCentral houses its core technology infrastructure and global network in multiple geographically diverse, state-of-the-art, Tier-4 data centers, minimizing the risk of loss and regional service interruption due to natural disasters and other catastrophic situations.</p> <p>RingCentral's major data centers are located on the East and West Coasts of North America and in Northern and Southern Europe. Additionally, RingCentral has multiple point-of-presence (POP) data centers located throughout North America. This geo-redundant, active-active architecture ensures high availability even when faced with major regional natural or other disasters.</p> <p>Within each major data center, RingCentral provides high availability, redundant architecture. Access to the Internet is ensured through the purchases of multiple Internet transits at each data center. All of RingCentral's service components are designed with high availability, fault tolerance, and fault impact segregation in mind. Customer data - including service configurations, messages, etc. - is fully replicated across RingCentral's data centers in real time. PSTN access is ensured through the purchase of connectivity from multiple Tier 1 global telecommunications providers at each data center.</p> <p>Together, these geographic and internal redundancies form an architecture that provides RingCentral's customers with a highly available and enterprise-class business communications and collaboration solution.</p> <p>In the event of a failure, RingCentral's automated systems, in conjunction with an always-on and world-class network operations center (NOC), ensure a rapid transition to back up systems as needed to maintain uninterrupted service availability. If a system failure within one of RingCentral's data centers is detected, the redundant system - whether within that same data center or at another data center - takes over operations in accordance with internal failover policies and procedures.</p> <p>In the event a geographic disaster causes a data center failure, RingCentral's other major data center assumes immediate and complete system operations with no loss of functionality or customer data.</p>
CLOUD VOIP	102	Do you house your cloud infrastructure outside of the US? If yes, where?	Yes. Main data centers in the US are in San Jose, CA and Vienna, VA. Main data center locations in Europe are in Vienna and Amsterdam. Additional points of presence are located across the globe.
CLOUD VOIP	103	Describe your support for IPv6.	IPV6 is on the roadmap with no current confirmed GA date.

REPORTING REQUIREMENTS	104	Describe your reporting tools and ability to provide graphical and numerical data for call attempts, traffic load, incoming/outgoing calls and busy-hour call completion for selected periods. Include sample reports or screen shots.	<p>The RingCentral reporting platform is browser-based. However, RingCentral Contact Center provides various ways for customers to export data into BI tools of their choosing including Crystal Reporting tools. We have direct data access and we can do a direct data download so we can easily integrate with 3rd party apps. Reports can also be exported to Excel. Once in Excel, reports can be shared in a variety of ways, i.e., sent as an attachment to an email, printed, saved to PDF, etc. All of the data in our reports can also be exported to other reporting tools as well in raw data formats.</p> <p>Reports categories include Performance, Company Numbers, Device Status, Live Reports, Meetings Dashboard and Quality of Service. For RingCentral Office, Analytics Portal Reports provide enhanced data visualization, allowing you to access dashboards with over 30 key performance metrics, as well as view trends and call patterns listed at https://success.ringcentral.com/articles/RC_Knowledge_Article/6960/p</p>
REPORTING REQUIREMENTS	105	Describe your underlying systems, processes and procedures to effectively provide CDR data. Discuss the level of detail, methods for capturing and transferring data for processing with major billing systems. Provide a sample monthly invoice and call detail report, and itemize all electronic delivery options.	<p>RingCentral's Call Log shows raw data of all the incoming and outgoing calls and faxes made on the entire account. The Call Log displays a complete record of incoming and outgoing calls as well as faxes for the company number and any or all specified extensions. The view can be customized according to a period of time, type of call (inbound or outbound), blocked calls or recorded calls. It allows reports to be saved and delivered to a designated email address on a daily, weekly, monthly basis or on specified days.</p> <p>Note that Call Log data for a call is available instantaneously, including for incoming, outgoing and in progress calls.</p> <p>In addition, RingCentral's Analytics Portal contains reports that provide enhanced data visualization, allowing University of California to access dashboards with over 30 key performance metrics, as well as view trends and call patterns for a period of time.</p> <p>Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_TECHNICAL QUESTIONNAIRE_Category 1_Landline, Reporting Requirements #105_Sample Billing.pdf</p>

REPORTING REQUIREMENTS	106	Describe your ability to provide a secure billing database that supports multiple levels of on-line account access (i.e. Bill Payer, Report Creator, Account Admin) to provide timely and accurate billing services, detailed billing and invoicing information (summary of charges and credits, discounts, payments and adjustments, etc.) and data export in multiple formats (e.g. csv).	<p>RingCentral can create cost centers and manage per location, offering billing breakdowns by location. Bills can be managed manually by email, as well as accessed electronically inside the administrative portal. Invoice reports and billing history can provide trending for cost management. It is also possible to lock down the account so that no new users or usage bundles are added. There is an evolving suite of audit reports that will call out the users that made changes to the account.</p> <p>RingCentral Office The Billing section of your RingCentral account shows the current usage information. From the Billing section you can view:</p> <ul style="list-style-type: none"> - Current Service plan - View latest Statement of Account <p>RingCentral Contact Center The Billing report shows usage information that affects your business unit's monthly charges. The highest daily fair peak for the days of the month is what is billed for concurrent agents. The Billing report breaks the billing information into sections, as defined below:</p> <ul style="list-style-type: none"> - Agents tab - Ports tab - Users tab - Stations tab - Disk Usage tab - Surveys tab - Logins tab <p>The Billing Report can show an administrator the billing costs associated with running the system and refreshes every hour.</p> <p>Reports are permissions-based, so only the reports the person or client is authorized to view are displayed. We have standardized reports, and reports that you can configure on-the-fly. We have a rich selection of real time, historical, standardized, and ad hoc options available. Reports are available in Excel, CSV, and PDF formats.</p>
REPORTING REQUIREMENTS	107	Describe the available formats and content of your landline bill. Billing must minimally include: call detail that includes calling number, called number, billed to number, connect time, billable time, origin city and state, termination city and state, usage charge, and record type.	<p>RingCentral provides one source billing, but does break the UCaaS and the CCaaS individually in order simplify accounting that is normally expensed differently. At the request of the customer we can accommodate the request for a consolidated bill. RingCentral "billing codes" allow customers to consolidate billing by department, location, project, etc. RingCentral can provide hardcopy and/or machine readable invoices to help facilitate internal departmental billing and/or charge backs. RingCentral can create cost centers and manage per location, offering billing breakdowns by location. RingCentral can explore the possibility of integrating with billing systems using the RingCentral platform.</p> <p>RingCentral provides an online portal that includes all current and historical billing. Bills can be downloaded at anytime from the portal. RingCentral accepts net 30 terms for all billing. We can also provide a monthly or annual bill. Any additions will be separately on a pro-rata basis to align with the regular billing cycle.</p> <p>A sample Invoice is attached for your reference. Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_TECHNICAL QUESTIONNAIRE_Category 1_Landline, Reporting Requirements #107_Invoice Billing Guide.pdf</p>

REPORTING REQUIREMENTS	108	Describe which telecom management/billing systems can you interface with for electronic billing (e.g. Pinnacle)?	<p>RingCentral can create cost centers and manage per location, offering billing breakdowns by location. RingCentral can explore the possibility of integrating with billing systems using the RingCentral platform. Billing is typically annual, we are able to bill monthly if required. RingCentral "billing codes" allow customers to consolidate billing by department, location, project, etc. RingCentral can provide hard copy and/or machine readable invoices to help facilitate internal departmental billing and/or charge backs. At the request of the customer we can accommodate the request for a consolidated bill.</p> <p>Invoicing can be tracked by;</p> <ul style="list-style-type: none"> - Device orders within a time period - Usage bundle auto or manual purchasing - User license additions <p>These can be at a company level or broken down by cost center that is customer driven</p> <p>As new services are added through the billing cycle the new services will be co-termed to the end of the billing cycle. All RingCentral services will be billed in advance.</p>
REPORTING REQUIREMENTS	109	Describe your training and support to UC's billing administrators on the use of your on-line billing portal.	<p>Billing training will be provided to the University so they access and review billing information simply. Administrator Training consists of 3-4 remote sessions. Training is conducted once the client portal has been built. Training reviews high level functionality including MACDs and call flow to granular details like advanced rules and roles and permissions. Training sessions will be conducted by the Professional Services Trainer or Project Manager in advance of the first deployment.</p>
REPORTING REQUIREMENTS	110	Describe your ability to provide a fraudulent call activity report.	<p>RingCentral uses a CDR analytics engine which creates alarms when it detects suspicious traffic. Additionally, we maintain an in-house fraud search engine to identify additional account information connected to know fraudulent accounts. On top of this, RingCentral maintains a blacklist database of fraudulent phone numbers, CC tokens, and device IDs which alerts RingCentral if any of these items are used on any new or existing account. The attempted usage of any of these items results in account disabling. The final elements are various generated reports throughout the day to assist in the identification of anomalous and potentially fraudulent usage.</p> <p>The RingCentral service includes multiple layers to prevent and detect toll fraud, including access control, detection controls, usage throttling, and customer-controlled settings to enable/disable international calling to approved destinations. In addition, RingCentral's security department performs active monitoring to detect and notify customers of anomalous calling patterns on their account. When fraudulent calls are detected, proper internal action is taken, and an after-action analysis ensures that internal policies and procedures are updated to minimize similar occurrences in the future.</p>
REPORTING REQUIREMENTS	111	Specify which form of the bill is considered to be the official bill for payment purposes.	<p>A monthly statement will be emailed to each RingCentral customer. The monthly statement will be the official bill that UC will be able to review and pay. UC customers will also have the option to go online to the webportal to review monthly statements.</p>

REPORTING REQUIREMENTS	112	Do you have a service that would enable UC to analyze billing information? If yes, describe its features and capabilities.	RingCentral doesn't have a service that would enable UC to analyse billing information. Your client success manager will be able to walk you through the RingCentral statement until you feel comfortable with the information and format.
REPORTING REQUIREMENTS	113	Describe your ability including timelines for developing customized billing and usage reports.	<p>As a standard, RingCentral doesn't customize electronic reporting and invoicing.</p> <p>Pertaining to usage reports, you can gain in-depth insights in real time with RingCentral Communications Suite advanced call management system and analytics. Customize your own dashboards with 30+ pre-built KPIs and pull in-depth QoS reports for a complete view of system-wide quality and instant troubleshooting. The Analytics Portal consolidates existing reporting tools such as Quality of Service Reports, Live Reports, and Meetings Dashboard into one easy-to-use experience with faster performance, 30+ new metrics, endpoint reporting, and data visualizations. RingCentral Analytics Portal provides a way for you to automatically generate reports and send them via email to recipients on a recurring basis. The customization of these reports can be done by the customer.</p>
REPORTING REQUIREMENTS	114	Do you offer any other canned reports outside those listed in this questionnaire? If yes, describe the salient features of those reports and how are they accessible.	<p>RingCentral provides detailed call reporting highlighting total calls, total inbound and outbound calls, answered calls, missed calls, and voicemails at an account level. By call group, reports are generated for total calls, calls answered, calls missed, voicemails, average time to answer, and average call duration. By individual user, reports are generated for average duration of call, average quantity of calls, as well as calls per hour, and calls per day. For more information, please see link: https://netstorage.ringcentral.com/datasheets/reports.pdf</p> <p>For RingCentral Contact Center, we provide the ability to customize reports with 456 data points. Please see - https://help.incontact.com/18.1/Content/Central/Reporting/DataDictionary/DataDictionaryNew.htm?tocpath=Analytics%20%26%20Reporting%7C9</p>
SUPPORT	115	Describe the web-based tools that you offer including but not limited to: dashboards, diagnostic tools, alarm monitoring, notifications, fault detection and management, network and trunk (PRI & SIP) performance and availability, security vulnerabilities and platform resource usage.	<p>The RingCentral solution is managed from the administration portal - ServiceWeb. You can access ServiceWeb from anywhere you have access to a browser.</p> <p>RingCentral provide a robust set of analytical and diagnostic tools which measure all call paths and diagnoses issues. We are continuing to invest heavily in our analytics capabilities as a differentiation of RingCentral's solutions. A fuller user guide for just our analytics dashboard is found here: https://netstorage.ringcentral.com/guides/QualityOfService.pdf</p>

SUPPORT	116	Describe how you will meet or exceed the minimum suggested SLA's in the attached. You are required to Please review respond to each SLA and submit your response your acceptance or alternate objectives including any additional service-level objectives. to this question Submit your response as an attachment in this question.	RingCentral SLAs are an integral part of RingCentral's Master Services Agreement (MSA). RingCentral's price and delivery proposed in response to the Request for Proposal is predicated on all transactions being governed exclusively by the terms and conditions of the RingCentral MSA, including those Attachments to it responsive to requirements set out in the RFP.. A draft MSA is submitted as an integral part of RingCentral's proposal. The MSA's Service Level Agreement (SLA) for RingCentral Office Services includes financially backed service availability levels that RingCentral commits to deliver on the RingCentral Network for Voice Services at a service availability performance level of 99.999%. The MSA also includes RingCentral's Service Level Agreement (SLA) for Contact Center services which provides for financially backed service availability levels that RingCentral commits to deliver on the RingCentral Network for Contact Center Services at 99.99% for core services, 99.90% for predictive dialing, and 99.50% for workforce optimization. Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_TECHNICAL QUESTIONNAIRE_Category 1_Landline, SUPPORT #116_SLA.docx
SUPPORT	117	Describe how you would continuously measure, monitor and report SLA compliance.	Customer Success Managers conduct quarterly business reviews (QBR) with customers to ensure RingCentral is performing against commitments, discuss new features and functionality, and ensure that users are adopting the services available.
SUPPORT	118	Provide a complete listing of support that you would offer to UC including support backup, recovery and update activities to ensure services remain operational 24/7.	Please see attached document for our response. Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_TECHNICAL QUESTIONNAIRE_Category 1_Landline, Support #118_RC Support Services.docx
SUPPORT	119	Describe what transition support will be provided to UC when moving/migrating from old systems to new service with minimal disruptions to also include service transitions, billing , account management .	RingCentral adheres to PMI best practices by utilizing a Project Life Cycle (PLC), or Waterfall, model for project delivery and building upon it for the modern customer. Major milestones in the delivery process include: Initiation – During this stage of the project the RingCentral Project Manager (PM) will partner with the Customer Single Point of Contact (SPOC) to create the project governance and / or Project Management Office (PMO). This will include a mutually agreed upon change management plan, escalation management plan, risk management plan(or register), resource management plan, communication plan, project milestone plan, and Work Breakdown Structure (WBS) creation, to establish the project collateral. During this time the PM and SPOC will bring their respective resources to an internal and external call to review project expectations, project charter, best practices, and next steps. Prior to moving to the Planning and Design stage, the PM and SPOC should baseline the Scope of Work and Project Plan for a mutual understanding of the goals and process to achieve mutual success. Planning and Design – In this stage of the project, the PM and SPOC will organize their respective Subject Matter Experts (SME) to review the necessary client data to complete the Business Requirements Document (BRD). RingCentral resources will partner with the Customer to review and document the business requirements in the Unified Communication as the basis upon which the solution is built. Throughout the planning and design stage the PM and SPOC track key milestones and deliverables against the baseline project plan, address and track any identified risks in the risk register, and provide status updates to stakeholders via agreed upon dashboard and cadence meetings.

			<p>Implementation – During the implementation stage of the project RingCentral will take the complete Unified Communication BRD documents and begin execution of the steps necessary to match the build to the design. At this time RingCentral will provide feedback to the Customer on progress via scheduled conference calls and project plan updates. The RingCentral team will also start prepping the Customer team for the Control and Monitor stage. The Customer developers will need to participate with any API integration configurations necessary for CRM and third-party integrations, and the PM and SPOC will work to schedule those resources according to the Resource Plan and Project Plan. At the conclusion of this stage RingCentral will conduct a Quality Assurance (QA) testing prior to handoff to the Customer for User Acceptance Testing (UAT).</p> <p>Control and Monitor – In this stage of the project, the Customer will complete UAT on for the Unified Communication platform. This stage is the opportunity for the Customer to make sure the build completed by RingCentral matches the design completed, and documented, during the Planning and Design stage. The Customer SPOC will work with the RingCentral PM to schedule any instructor guided training sessions for users, agents, supervisors, and administrators during this stage. During this stage all on-site delivery services and training are completed and staging of all necessary go-live activities are prepared. During this review, RingCentral and the Customer will evaluate the results of the training, and the QA and UAT processes conducted by RingCentral and the Customer respectively. Both parties will evaluate the system and users for readiness and mutually agree to proceed with the scheduled go-live date.</p> <p>Acceptance and Closure – During the final stage of the project RingCentral will support the Customer through the scheduled go-live and facilitate the transition into day 2 support services. Following the successful go live, the RingCentral PM will work with all assigned relationship resources to complete the smooth transfer of ownership from Professional Services into the Customer Success and Support teams.</p>
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CLOUD VOIP Part 2	120	Does your Automatic Call Distribution have the following features. Automatic callback with callback message; Skillset routing or agent priority routing; Basic (IVR) Integrated Voice Response capability; Position "in queue" and or ETA (Estimated time of answer); Reporting - scheduled, ad hoc, custom; "In queue" announcements (custom and canned); Real time monitoring for both ACD supervisors and agents; Agent and queue mgmt. for ACD supervisors including real time alerting; Voicemail options for caller; Flexible scheduling, time of day routing; Queue depth management; Remote agents; Call flow interface and programming; Agent availability state; Call recovery; "Conference in" supervisor i.e. assist button; Multiple queues, skillsets and varying experience; Stranded caller handling; Recording Attach a list of any additional features.	Position "in queue" and or ETA (Estimated time of answer); Automatic callback with callback message; Skillset routing or agent priority routing; Basic (IVR) Integrated Voice Response capability; Reporting - scheduled, ad hoc, custom; "In queue" announcements (custom and canned); Real time monitoring for both ACD supervisors and agents; Agent and queue mgmt. for ACD supervisors including real time alerting; Voicemail options for caller; Flexible scheduling, time of day routing; Queue depth management; Remote agents; Call flow interface and programming; Agent availability state; "Conference in" supervisor i.e. assist button; Multiple queues, skillsets and varying experience; Recording Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_TECHNICAL QUESTIONNAIRE_Category 1_Landline, CLOUD VOIP PART 2 #120_ACD Features.docx
CLOUD VOIP Part 2	121	Confirm whether your solution provides the following features: Busy call forwarding; Call forwarding; Call log; Call Rejection; Call Transfer; Call back; Caller ID	Caller ID; Call back; Call Transfer; Call Rejection; Call log; Call forwarding; Busy call forwarding
CLOUD VOIP Part 2	122	Confirm whether your solution provides the following features: Contacts directory; Extension Dialing; Hot line; Last Number Dialed; Speed Calling	Speed Calling; Last Number Dialed; Hot line; Extension Dialing; Contacts directory
CLOUD VOIP Part 2	123	Confirm whether your solution provides the following features: Programmable Music On Hold; Remote Access Call Forwarding; Restricted Call Forwarding; Selective Call Forwarding; Single Number Reach; Make Set Busy	Programmable Music On Hold; Single Number Reach; Make Set Busy; Restricted Call Forwarding; Selective Call Forwarding; Remote Access Call Forwarding

RingCentral® Invoice

Billed To

Company A
Attn: Accounts Payable

Account Information

Customer ID:
Invoice No.:
Currency: US Dollar
Terms: Net 30
Invoice Date: 3/28/2018
Invoice Amount to Pay: **\$38,980.13**
Due Date: 04/27/2018

Discover additional features you already own

[View Infographic >](#)



Statement Summary

SERVICE	AMOUNT
Products	
DigitalLine Unlimited	\$20,657.45
DigitalLine Basic	\$395.67
Additional Toll-Free Number	\$10.89
Additional Local Number	\$70.29
DigitalLine International	\$213.15
Additional Local International Number	\$17.97
Calling Credit Package	\$3,880.00
RingCentral Webinar 500 License	\$140.00
Large Meeting 200	\$90.00
Large Meeting 100	\$40.00
Polycom IP 6000 Conference Phone - Leasing	\$450.00
Polycom VVX 101 Basic IP Phone - Leasing	\$9.00
Polycom VVX411 - Leasing	\$362.70
Polycom VVX-411 with 1 Expansion Module - Leasing	\$45.00
Polycom VVX601 - Leasing	\$66.15
Polycom IP 6000 Conference Phone	\$3,745.00
Subtotal	\$30,193.27
Taxes and Fees	
e911 Service Fee	\$814.00
Compliance and Administrative Cost Recovery Fee	\$2,442.00
Federal Universal Service Recovery Fee	\$2,302.23
State and local taxes (US)	\$3,194.86
Shipping and Handling Fees	\$51.72
Subtotal	\$8,804.81
Adjustments	
Prorate Credit	(\$17.95)
Subtotal	(\$17.95)



Amount Due **\$38,980.13**



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Account Information

Customer ID:

Invoice No.:

Invoice Amount to Pay: \$38,980.13

Payment Methods

Please email remittance advice to Collections@RingCentral.com

Checks Regular Mail to Lockbox:

RingCentral Inc.
Dept. CH 19585
Palatine, IL 60055-9585

Courier Check Payment (FedX, UPS, Etc.):

RingCentral Inc
Box 19585
5505 N CUMBERLAND AVE STE 307
CHICAGO IL 60656-1471

Wire Instructions (USD):

Silicon Valley Bank For credit to: RingCentral
3003 Tasman Drive, Santa Clara, CA 95054
Swift ID: SVBKUS6S
ABA # 121140399
Acct #: 3301024715

ACH Payment (USD):

Silicon Valley Bank For credit to: RingCentral
Account # 3301024715
ABA # 121140399

Billing Questions?

Email Invoicebilling@RingCentral.com or call **888-389-1755**.

Customer must notify RingCentral at Invoicebilling@RingCentral.com of disputes arising from invoices in writing within thirty (30) days of invoice date, unless otherwise specified in contract.

Undisputed amounts unpaid on or before agreed upon payment term on the invoice may lead to service interruption.

Business Hours: 9:00 AM to 5:00 PM (PST)

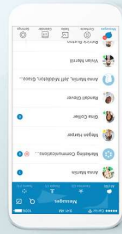




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RingCentral®

Invoice Billing Guide



What You'll See

This guide provides you with helpful information regarding your RingCentral invoice.

RingCentral's month-to-month bill cycle can have several events that show on your invoice:

- Product Plan
- Product Add-Ons
- Product Add/Remove Prorate
- Calling Charges


Here are some tips to help you understand your invoice:

1. **Billed To:** Address provided on the credit application.
2. **Account Information:** Your **Customer ID** number, **Invoice number**, and **Invoice Amount to Pay**.
3. **Invoice Date:** The date your invoice is billed.
4. **Statement Summary:** High-level summary of the charges.
5. **Products:** Lists the RingCentral products on the account.
6. **Calling Credit Package:** An allotment of purchased calling credit charged when the below call types are initiated and repurchased once credits are depleted. These can be:
 - Included calling credits for incoming toll free calls are exhausted.
 - Included calling credits for international calls are exhausted.
 - Calls to information (411) are made.
7. **Taxes and Fees:** Lists a summary of applicable federal, state, and local taxes.
8. **Prorate Credit:** Credit provided for the unused portion of an added product mid billing cycle.
9. **Credit/Money Back:** Credit provided for the unused portion of a removed product or changed plan mid billing cycle.
10. **Refund:** Refund is a billing credit that RingCentral deemed as your sole and exclusive remedy with respect to any erroneous billing. Service Refund is a credit for agreed upon free service.

RingCentral® Invoice


1 Billed To
 Attn: Accounts Payable
 ABCD Test Company - USA
 1234 Main Street
 Building 2
 Belmont CA 94002
 Phone: (555) 555-5555

2 Account Information
 Customer ID: 555555555
 Invoice No.: 257604
 Currency: US Dollar
 Terms: Net 30
3 Invoice Date: 09/14/2017
Invoice Amount to Pay: \$1,491.67
 Due Date: 10/14/2017



4 Statement Summary

SERVICE	AMOUNT
Products	
DigitalLine Unlimited	\$30.00
DigitalLine Basic	\$389.85
Yealink W52P with 1 Handset	\$169.00
6 Calling Credit Package 500	\$100.00
Polycom VVX-601	\$319.98
International Calling Credit Bundle 625	\$500.00
Subtotal	\$1,508.83
7 Taxes and Fees	
Federal Universal Service Recovery Fee	\$14.56
State and local taxes (US)	\$0.73
e911 Service Fee	\$1.12
Shipping and Handling Fees	\$15.00
Compliance and Administrative Cost Recovery Fee	\$5.00
Subtotal	\$36.41
Adjustments	
8 Prorate Credit	(\$12.58)
9 Credit/MoneyBack	(\$15.99)
10 Refund	(\$25.00)
Subtotal	(\$53.57)
Amount Due	\$1,491.67



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11. **Cost Center:** If *Cost Center Management* has been enabled on your account, you have successfully created cost centers and allocated services accordingly, cost centers and associated charges will reflect on your invoice as shown.
12. **Payment Methods:**
 - Checks Regular Mail to Lock box
 - Wire Instructions (USD)
 - Courier Check Payment
 - ACH Payment (USD)
13. **Billing Questions?** Instructions about how to contact RingCentral.

Summary by Cost Center	
COST CENTER	AMOUNT
Example Cost Center 1	\$420.91
Example Cost Center 2	\$141.55
Example Cost Center 3	\$929.21
Total	\$1,491.67

11 Account Information

Customer ID: 555555555
 Invoice No.: 257604
 Invoice Amount to Pay: \$1,491.67

12 Payment Methods

Please email remittance advice to Collections@RingCentral.com

Checks Regular Mail to Lockbox:
 RingCentral Inc.
 Dept. CH 19585
 Palatine, IL 60055-9585

Wire Instructions (USD):
 Silicon Valley Bank For credit to: RingCentral
 3003 Tasman Drive, Santa Clara, CA 95054
 Swift ID: SVBKUS6S
 ABA # 121140399
 Acct #: 3301024715

Courier Check Payment (FedX, UPS, Etc.):
 RingCentral Inc
 Box 19585
 5505 N CUMBERLAND AVE STE 307
 CHICAGO IL 60656-1471

ACH Payment (USD):
 Silicon Valley Bank For credit to: RingCentral
 Account # 3301024715
 ABA # 121140399

13 Billing Questions?

Email Invoicebilling@RingCentral.com or call 888-389-1755.
 Customer must notify RingCentral at Invoicebilling@RingCentral.com of disputes arising from invoices in writing within thirty (30) days of invoice date, unless otherwise specified in contract.
 Undisputed amounts unpaid on or before agreed upon payment term on the invoice may lead to service interruption.
Business Hours: 9:00 AM to 5:00 PM (PST)

14. **Statement Details**
15. **Cost Center:** Associated charges for the particular call center.

How to Contact RingCentral

Details about your specific invoice can be found in the Billing tab of the RingCentral Phone System. If you still have questions, here's how to contact RingCentral:

Please contact collections@ringcentral.com for the following:

- Payment inquiries.
- Make a one-time payment via credit card.
- Respond to a notification of a past-due balance.

If you have billing questions, call 888-389-1755 or email invoicebilling@ringcentral.com.

Further information and frequently asked questions can also be found in this [Knowledgebase article](#).

Business hours: 9:00AM to 5:00PM (PST)

14 Statement Details					
Description	Start Date	End Date	Qty	Rate	Amount
15 Example Cost Center 1					
Digital Line Unlimited	08/22/2017	09/22/2017	2	\$15.00	\$30.00
Digital Line Basic	08/22/2017	09/22/2017	15	\$25.99	\$389.85
Federal Universal Service Recovery Fee			1	\$0.33	\$0.33
State and local taxes (US)			1	\$0.73	\$0.73
Sub Total					\$420.91
Example Cost Center 2					
Yealink W52P with 1 Handset	08/22/2017	09/22/2017	1		
Yealink W52P with 1 Handset	08/22/2017	09/22/2017	1	\$169.00	\$169.00
Prorate Credit			1		(\$12.58)
Credit/MoneyBack			1		(\$15.99)
e911 Service Fee			1	\$1.12	\$1.12
Sub Total					\$141.55
Example Cost Center 3					
Calling Credit Package 500	08/22/2017	09/22/2017	1		
Calling Credit Package 500	08/14/2017	09/22/2017	1	\$100.00	\$100.00
Polycom VVX-501	08/14/2017	09/22/2017	2	\$159.99	\$319.98
International Calling Credit Bundle 625	08/22/2017	09/22/2017	1	\$500.00	\$500.00
Refund	08/22/2017	08/22/2017	1		(\$25.00)
Shipping and Handling Fees			1	\$15.00	\$15.00
Federal Universal Service Recovery Fee			1	\$14.23	\$14.23
Compliance and Administrative Cost Recovery Fee			1	\$5.00	\$5.00
Sub Total				Total	\$929.21
					\$1,491.67

Describe how you will meet or exceed the minimum suggested SLA's in the attached. You are required to Please review respond to each SLA and submit your response your acceptance or alternate objectives including any additional service-level objectives. to this question Submit your response as an attachment in this question.

RingCentral SLAs are an integral part of RingCentral's Master Services Agreement (MSA). RingCentral's price and delivery proposed in response to the Request for Proposal is predicated on all transactions being governed exclusively by the terms and conditions of the RingCentral MSA, including those Attachments to it responsive to requirements set out in the RFP.. A draft MSA is submitted as an integral part of RingCentral's proposal. The MSA's Service Level Agreement (SLA) for RingCentral Office Services includes financially backed service availability levels that RingCentral commits to deliver on the RingCentral Network for Voice Services at a service availability performance level of 99.999%. The MSA also includes RingCentral's Service Level Agreement (SLA) for Contact Center services which provides for financially backed service availability levels that RingCentral commits to deliver on the RingCentral Network for Contact Center Services at 99.99% for core services, 99.90% for predictive dialing, and 99.50% for workforce optimization.

RingCentral is an all-inclusive provider, providing superior support services to all its clients for no extra charge. No on-site, extended maintenance service is required as the system is maintained by RingCentral, updating it automatically to ensure functionality is uninterrupted and of high quality. Maintenance and support of the system and hardware (phones provided by RingCentral) are included free of charge with 24/7 coverage. Software upgrades to the RingCentral system are always included free of charge.

RingCentral includes world-class user and administration support as part of the standard offerings, at no additional cost.

Self-service is a key focus for our customers and so we continue to innovate our self-service offerings to meet and exceed their needs. The RingCentral success site (success.ringcentral.com) is a one-shop landing page to find all user and administration answers. The Customer Care Center starts with key 'Frequently Asked Questions' on the main page as well as links to other timely and relevant information.

The main navigation on the page provides access to the vibrant RingCentral Community where other users and administrators provide answers based on their experience. RingCentral's support team contributes as needed to solve customer issues. Second is the RingCentral Knowledge-base with articles describing the features of the system in great detail, as well as answers to typical questions. Next is a link to Guides and Videos which is a page that has how-to videos about many of the features and all User and Admin Guides for the system.

Our Support portal also has a Learning Center for deep-dive training about the features of the RingCentral product using videos, documents and knowledge base articles to augment that training. Downloads are also available in a quick link from this site. Lastly, we have one access point to Contact Support that offers phone numbers to reach live agents, live chat, web portal cases, and the online community forum.

Also available at the Customer Care Center is the Service Status, where customer-impacting system issues are reported and updated as resolution progresses. This feature also gives you the ability to drive through to see status of the network node where your account resides. Our self-service website is intuitive, user-friendly, and helpful in many different ways. No user guide is needed to learn to navigate the page.

A dedicated CSM (Customer Success Manager) will be assigned to the client for the duration of the project. This CSM will be the Single Point of Contact for the client who is responsible for the overall health of your account, and serves as your internal advocate at RingCentral. Your CSM will ensure that you receive the maximum value from RingCentral and will bring the following:

- Internal customer advocate
- Proactively monitor the health of the solution environment
- Responsible for successful knowledge transfer and adoption
- Proven methodology for Enterprise customer lifecycle management
- Years of combined SaaS and telecom experience
- The trusted advisor at RingCentral

RingCentral's Customer Care Organization is built from the best skilled agents available. Live agents are available 24/7/365. Available channels to receive support are via phone, chat and web case submission via the self-service site. Users or administrators can also open web cases 24/7/365.

RingCentral's support service is broken up into 3 tiers with tier 1 support serving as initial point of contact, escalating to tier 2 with sophisticated troubleshooting and support capabilities, eventually escalating to tier 3 support with our most technical support personnel and direct ticketing into the RingCentral engineering department. RingCentral solves 86% of cases during the first contact, and

92.5% of cases at the Tier 1 level. The average time to resolve a Tier 1 phone or chat case is 18 minutes. Web tickets are normally handled via email and resolution time varies depending upon the severity of the issue and the responsiveness of the user.

Mean Time to Case Resolution (Support Service Levels ^{*)})				
Urgency	Description	Initial Response Time	Updated Interval	Mean time to Resolution
Priority 1 Critical	Customer experiences a loss of Service at one or more Customer Sites: Customer cannot place and receive voice calls, cannot receive voice messages, cannot send and receive internet faxes, cannot host and participate in audio conference calling.	All phone calls are answered on average of less than 5 minutes	Every thirty (30) minutes, as requested, until service is restored	4 Hours
Priority 2 Urgent	Customer has partial Service at one or more Customer Sites: Customer can place and receive voice calls, can receive voice messages, can send and receive internet faxes, can host and participate in audio conference calling but other Core Plan Service Features are unavailable.	All phone calls are answered on average of less than 5 minutes	Every ninety (90) minutes, as requested, until service is restored	1 Business Day
Priority 3 High	Minor functionality impairment: All Services identified in the RingCentral Office Plan Purchase Agreement are available. Loss of features that are non-service impacting: Customer has access to all Services identified in the Office Plan Purchase Agreement (this does not create a loss of service):	All phone calls are answered on average of less than 5 minutes Web Cases: <8 hours	Every business day, as requested, until service is restored	Mutual Agreement, in writing, between RingCentral and Customer
Priority 4 Medium	Requests for cosmetic or UI enhancements not impacting Core Plan Service Features. Non-service impacting questions (no loss or impairment of Services is involved)	Web Cases: <24 hours	Initial update/response provided upon case being opened	Mutual Agreement, in writing between RingCentral and Customer

** All RingCentral Service Level Agreements are best-effort and the contractual commitment relating to these agreements will vary depending on the contract and agreement that is drafted.*

Our US-based support is located in our Belmont, CA, Englewood, CO, and Charlotte, NC offices. Our international support locations are located in London, UK, and Manila, PH.w

Questionnaire Name: UC Partnership Program			
SECTION NAME	Q#	QUESTION TITLE	RingCentral, Inc.
Systemwide Engagement	1	Please provide your interest in providing scholarships and/or fellowship funding for our undergraduate and graduate students. Please include any restrictions or any areas of academic focus. Please also note any current support you provide students at other institutions.	RingCentral is interested in learning more about providing this type of support. We don't offer this today for any other institution.
Systemwide Engagement	2	Please describe with details your interest in hiring UC students/graduates for internships or full time positions.	RingCentral Central hires a lot of students/graduates. We offer internships and full time positions. We'd love an opportunity to recruit and employ UC students/graduates. We be open to conducting job fairs and education to attract and retain UC students/graduates.
Systemwide Engagement	3	Please discuss your willingness to sponsor and engage with individual UC campus Career Centers for events including but not limited to career fairs, emails to students, on-campus interviews, etc.	RingCentral would welcome the opportunity to sponsor and engage via career fairs, emails to students and on-campus interviews. We recruit heavily in California, so this would be a great way for us to connect with your students.
Systemwide Engagement	4	Describe any successful student mentoring programs you already have in place that you would consider implementing for UC.	<p>RingCentral has an existing program in place to help college students or recent graduates launch their careers, or to explore career options.</p> <p>Our Rising Stars program provides training and mentorship, along with the opportunity for growth in personal areas of interest in the communications industry. There are three tracks available:</p> <p>Sales development: We offer instruction in how to be a sales development representative (SDR) with a focus on selling to small and medium-sized businesses.</p> <p>Business development: We offer guidance in business development, starting with positions as business development representatives (BDR) and work with larger enterprise prospects.</p> <p>Solutions engineering: We offer the opportunity to gain the skills needed to be an associate solutions engineer (ASE) and provide pre-sales tech support to sales teams.</p> <p>We offer internships through our RingTern program. This program is a 10-week internship program offered through our participating offices in California, Colorado, North Carolina or Florida, with focus areas of marketing, finance, sales, IT, engineering, HR, and legal</p> <p>.</p> <p>For recent graduates, we offer our Rising Stars program. This program offers entry level careers in sales and solutions engineering, as well as training and mentorship programs for marketing, finance, sales, procurement, IT, engineering.</p> <p>For further details, please visit https://www.ringcentral.com/company/careers/internship-program.html</p>

Systemwide Engagement	5	In an effort to bring your company values and initiatives to life on a campus and support our students directly, describe your interest in engaging with registered student organizations, such as the Student Technology Fund, Veterans Group, Women in Tech, etc.	RingCentral is open to discussing our company values and initiatives. We like to learn more about the registered student organizations, so we could share these core values to the right organization.
Systemwide Engagement	6	Describe your interest in supporting student focused programs, such as basic needs offices and diversity programs. Please describe the type of resources and engagement you are willing to offer	<p>RingCentral has an existing program in place to help college students or recent graduates launch their careers, or to explore career options.</p> <p>Our Rising Stars program provides training and mentorship, along with the opportunity for growth in personal areas of interest in the communications industry. There are three tracks available:</p> <p>Sales development: We offer instruction in how to be a sales development representative (SDR) with a focus on selling to small and medium-sized businesses.</p> <p>Business development: We offer guidance in business development, starting with positions as business development representatives (BDR) and work with larger enterprise prospects.</p> <p>Solutions engineering: We offer the opportunity to gain the skills needed to be an associate solutions engineer (ASE) and provide pre-sales tech support to sales teams.</p> <p>We offer internships through our RingTern program. This program is a 10-week internship program offered through our participating offices in California, Colorado, North Carolina or Florida, with focus areas of marketing, finance, sales, IT, engineering, HR, and legal. Interns receive daily support from a dedicated manager, along with regular executive power lunches. Rising Stars are put through an orientation and training program to ensure success.</p> <p>For recent graduates, we offer our Rising Stars program. This program offers entry level careers in sales and solutions engineering, as well as training and mentorship programs for marketing, finance, sales, procurement, IT, engineering.</p> <p>For further details, please visit https://www.ringcentral.com/company/careers/internship-program.html</p>
Systemwide Engagement	7	Describe in detail preferred pricing plans/discounts you would offer our community members such as students, employees and retirees (faculty and staff)? Provide pricing details in the pricing sheet.	This questions doesn't apply to the Cloud VoIP option that RingCentral has decided to bid on.

Systemwide Engagement	8	Describe your notable sustainability stewardship initiatives as they pertain to any and all aspects of this RFP (energy, packaging, buy-back, disposal/recycle programs).	<p>RingCentral is a telecommunications software-as-a-service (SaaS) provider. Our technology reduces impacts on the environment through video and collaboration software that decrease the need for corporate travel and provides the ability for employees to work from home without commuting.</p> <p>As it relates to purchasing and sustainability, approx. 85% of what we purchase is software and services. The remaining 15% is primarily the resale of phone devices for end-customers. RingCentral does not manufacture or package direct goods. OEM suppliers follow commercially acceptable sustainability practices, including publicly available Corporate Social Responsibility (CSR) reporting. Disposal of hardware is minimal each year. Disposal of phone devices is managed by individual customers or suppliers. Where handled by suppliers, disposal is through a licensed recycler.</p> <p>Environmental Criteria</p> <ul style="list-style-type: none"> - RingCentral is not in the physical manufacturing business and does not have a stated environmental policy, however, the suppliers we work with do. - Equinix, our major data centre provider's, environmental policy and certifications: https://www.equinix.com/company/green/green-certifications/standards-and-compliance/ - Polycom, our major hardware providers's, environmental policy and certifications: https://www.polycom.com/company/about-us/the-environment.html
Systemwide Engagement	9	Does your company maintain clear diversity goals, such as with regard to women, veterans, and minorities, and engage in active diversity efforts toward recruitment and retention as well as development and advancement? If yes, describe your efforts towards this.	<p>Yes. RingCentral's diversity and inclusion initiatives honor the unique background, identity, ethnicity, and perspectives of each individual in our organization. These include diverse hiring panels, underrepresented groups outreach, employee resource groups, and much more. As a company, RingCentral also adheres to a strong Code of Business Conduct and Ethics. We're also among the first companies in the US to support the Modern Slavery Act, which seeks to combat human trafficking and slavery worldwide. By creating a truly dynamic work environment that inspires creativity and innovation, we empower our employees to better work as one.</p>
Systemwide Engagement	10	Describe in detail how your company may support the following University initiatives? A. Carbon Neutrality Initiative: http://www.ucop.edu/initiatives/carbon-neutrality-initiative.html B. Electronic Accessibility: https://www.ucop.edu/information-technology-services/initiatives/electronic-accessibility.html C. Innovation and Entrepreneurship Initiative: https://ucop.edu/sustainability/programs-initiatives/index.html (third initiative on the page) D. UC Women in Technology: https://www.ucop.edu/information-technology-services/initiatives/uc-women-in-technology/index.html E. Additional Presidential Initiatives can be found here: http://ucop.edu/student-	<p>Please see attached document for our response.</p> <p>Attached Files : RingCentral_UC Systemwide RFP for Telecommunication Services_ UC Partnership Program, Systemwide Engagemnet #10_RingCentral Programs.docx</p>

		housing-initiative/. Should any of these initiatives align with your company's mission, please describe how you might look to support them within the UC system.	
Customized campus engagement	11	Please note research areas of focus for your company that you would be interested in collaborating with UC, and if relevant, please note which campus(es) you'd like to collaborate with.	Science, technology and engineering would be the three focus areas RingCentral would be open to collaborating on with UC.
Customized campus engagement	12	What experience do you have partnering with a university on classroom engagement or academic partnerships (case studies, hackathons, etc.)? Describe your interest in working with UC on such initiatives, and in particular please note the areas of study which are most relevant for your company.	RingCentral offers our employees time off to volunteer so they can get involved with local nonprofits and charities such as Coding with Kids, community hackathons, and others. We are interested in technology initiatives around the practical use of artificial intelligence.
Customized campus engagement	13	Do you engage with universities in capstone projects? If so, please note your interest in such projects with UC.	RingCentral currently doesn't engage with capstone project, but there is interest to learn more about these projects.
Customized campus engagement	14	What type of sponsorship and marketing opportunities would best support your student and employee preferred pricing plans at individual campuses (if applicable or different from Q#7)?	RingCentral looks forward to working in conjunction with the UC Marketing team to deliver, PDF, PowerPoint, collateral material supporting all of our services. We also have teams that can assist with e-mail campaigns, and other marketing cadence including outbound calling. We will work directly with UC to ensure that this is a very coordinated effort.
Customized campus engagement	15	What benefits (e.g. discounted calling plans, etc.) to alumni are envisioned for the partnership and which marketing assets will be most beneficial to supporting this initiative?	This question is not applicable to Cloud VOIP.
Customized campus engagement	16	Are there any compliance or regulatory barriers we should be aware of that would prevent you from offering the same benefits to all alumni?	No compliance issues.
Customized campus engagement	17	Please note any additional perks, or priority services that you are willing to offer our community (students, faculty, staff and alumni), and any specific perks for subgroups such as veterans.	RingCentral is excited about the opportunity to work with UC providing a truly differentiated Unified Communications as a Service (UCaaS) solution. We see a tremendous opportunity to deliver a world class, cloud-based business communications solution to meet the evolving needs of UC. We believe that RingCentral's extensive cloud experience will deliver a great modernization opportunity for UC, with meaningful, qualitative, and measurable quantitative benefits to operations and economics. RingCentral has developed an organization that focuses specifically on vertical industries, specifically, Public Sector/Education. The benefit is that RingCentral has built expertise around these focus verticals. This enables us to best serve customers in these industries and provide thought leadership in how our clients are leveraging our platform and integrating with other key technologies and or operational practices.
Customized campus engagement	18	Please note your interest in additional sponsorship and marketing opportunities, using the UCPP Engagement Appendix (see attached) as a guide to potential opportunities.	No additional sponsorship and marketing opportunities.

Customized campus engagement	19	Please provide a supplementary proposal detailing any additional engagement opportunities with either UC systemwide or individual UC campus that you are interested in.	RingCentral is focused and exited to be considered a partner for the Cloud VOIP opportunities. Cloud VOIP is our primary interest and an are we believe will add the most value to CU.
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Carbon Neutrality

RingCentral is a telecommunications software-as-a-service (SaaS) provider. As it relates to purchasing and sustainability, approx. 85% of what we purchase is software and services. The remaining 15% is primarily the resale of phone devices for end-customers. RingCentral does not manufacture or package direct goods. OEM suppliers follow commercially acceptable sustainability practices, including publicly available Corporate Social Responsibility (CSR) reporting. Disposal of hardware is minimal each year. Disposal of phone devices is managed by individual customers or suppliers. Where handled by suppliers, disposal is through a licensed recycler.

RingCentral is not in the physical manufacturing business and does not have a stated environmental policy, however, the suppliers we work with do.

Equinix, our major data center provider's, environmental policy and certifications:

<https://www.equinix.com/company/green/green-certifications/standards-and-compliance/>

Polycom, our major hardware provider's, environmental policy and certifications:

<https://www.polycom.com/company/about-us/the-environment.html>

Electronic Accessibility

RingCentral complies with all laws applicable to it as telecommunications service provider. As a provider of communication services over the Internet, RingCentral is subject to regulation in the U.S.A. by the Federal Communications Commission (FCC). In addition, we have certified a wholly owned subsidiary as a competitive local exchange carrier in thirty-four states. This subsidiary, RCLEC, is subject to the same FCC regulations applicable to telecommunications companies, as well as regulation by the public utility commissions in states where the subsidiary provides services which generally include the requirement to register or seek certification to provide its services, to file and update tariffs setting forth the terms, conditions and prices for our intrastate services and to comply with various reporting, record-keeping, surcharge collection, and consumer protection requirements.

RingCentral provides accessibility support for Service Web (RingCentral Office Administration Portal) and the RingCentral Phone Desktop application. This enables users with visual and motor disabilities to successfully navigate through RingCentral services. Note that desktop devices must have a screen reading program, otherwise known as Text to Speech software. RingCentral is committed with our handset partners to provide solutions to satisfy accessibility requirements.

Innovation and Entrepreneurship Initiative

RingCentral has programs in place to help college students or recent graduates launch their careers, or to explore career options.

Our Rising Stars program provides training and mentorship, along with the opportunity for growth in personal areas of interest in the communications industry. There are three tracks available:

Sales development: We offer instruction in how to be a sales development representative (SDR) with a focus on selling to small and medium-sized businesses.

Business development: We offer guidance in business development, starting with positions as business development representatives (BDR) and work with larger enterprise prospects.

Solutions engineering: We offer the opportunity to gain the skills needed to be an associate solutions engineer (ASE) and provide pre-sales tech support to sales teams.

We offer internships through our RingTern program. This program is a 10-week internship program offered through our participating offices in California, Colorado, North Carolina or Florida, with focus areas of marketing, finance, sales, IT, engineering, HR, and legal. Interns receive daily support from a dedicated manager, along with regular executive power lunches. Rising Stars are put through an orientation and training program to ensure success.

For recent graduates, we offer our Rising Stars program. This program offers entry level careers in sales and solutions engineering, as well as training and mentorship programs for marketing, finance, sales, procurement, IT, engineering.

For further details, please visit <https://www.ringcentral.com/company/careers/internship-program.html>

UC Women in Technology

We support diversity programs in any partners, though we do not have suppliers for our services, and maintain our own internal diversity program. RingCentral's diversity and inclusion initiatives honor the unique background, identity, ethnicity, and perspectives of each individual in our organization. These include diverse hiring panels, underrepresented groups outreach, employee resource groups, and much more.

By creating a truly dynamic work environment that inspires creativity and innovation, we empower our employees to better work as one. As part of our social impact initiatives, we are making a real difference in our communities, including the following efforts:

- **STEM education.** RingCentral sponsors ongoing events that provide underrepresented and underprivileged youth with access to science, technology, engineering, and mathematics (STEM) education.
- **Employee volunteerism.** We offer our employees time off to volunteer so they can get involved with local nonprofits and charities such as Coding with Kids, community hackathons, and others.
- **Product donations and discounts.** We offer product discounts and donations to registered nonprofits and other select organizations.
- **Charitable giving.** RingCentral offers 1:1 matching of all donations made to nonprofits by employees through RCause.
- **As a company, RingCentral adheres to a strong Code of Business Conduct and Ethics.** We're also among the first companies in the United States to support the Modern Slavery Act, which seeks to combat human trafficking and slavery worldwide.

Additional information that may be of interest to the University may be found at the following pages on our website:

Ethical Criteria

RingCentral's code of conduct:

<http://ir.ringcentral.com/Cache/1500105957.PDF?O=PDF&T=&Y=&D=&FID=1500105957&iid=4406983>

Social Criteria

RingCentral's vendor code of conduct: <https://www.ringcentral.com/legal/vendor-code-of-conduct.html>

Privacy Criteria

RingCentral's privacy policy: <https://www.ringcentral.com/privacy>

Exhibit 5: Account Management/ Escalation Team

1. Account Manager - Kevin [Funk, kevin.funk@ringcentral.com](mailto:kevin.funk@ringcentral.com), (650) 466 0311
2. Solution Architect – Juan [Rubio, juan.rubio@ringcentral.com](mailto:juan.rubio@ringcentral.com), (650) 437 7300
3. Project Manager – David Mazalauski, david.mazalauski@ringcentral.com, (720) 500-9424
4. Implementation Manager – Allex Downing, allex.abraham@ringcentral.com, (720) 598-0778
5. Trainer – MarenRosmorduc maren.rosmorduc@ringcentral.com, (720) 773-8707

Exhibit 6: UC Partnership Program

Supplier will work closely with UC to develop areas of collaboration that meet UC's specific areas of priorities. Supplier has identified the below high-level ideas and concepts for continued discussions to develop partnership opportunities with the UC and individual UC Locations. Supplier is committed to continuing to work towards these and other UC Location specific opportunities that complement the partnership.

- Value Engineering workshops
- Capstone Project Opportunities (Start Glip Group with Freshman Year Initiative and develop the Capstone Project from first year)
- Connected Campus – One partner for Voice, Video & Messaging
- Shared services with local identity
- Internship Opportunities with RingCentral Evangelists
- Students working 15 hours per week for RingCentral on each campus
- Students reporting back to RC AE & Education team on opportunities to improve
- Student developing integrations and product
- Route to hiring
- Building the Infrastructure of the 21st Century Campus

Other Partnership Incentives

- **ACCESS:** RingCentral provides up to 50,000 free licenses of RingCentral Video Pro (unlimited video meetings and messaging) for all student organizations on each UC campus. RingCentral would also work with respective campus to implement.
- **IMPACT:** RingCentral will work with UC to determine a philanthropic research project to provide communication tools for free use (not to exceed 10 licenses). RingCentral would also document the use of the tools to support the project and share via a press release or media outreach at a later date with UC's consent.
- **INNOVATION:** RingCentral to host three one-day workshops for campuses that UC chooses. During these workshops hosted at the RingCentral Bay Area offices, Ring Central will help outline a new student experience to help leverage communication and contact center tools to help with recruitment, retention and ongoing engagement of students.
- **EXPERIENCE:** RingCentral will take active part in UC campus career fairs to encourage students to take part in RingCentral's internship program and be exposed to opportunities to take part in projects that help gain valuable career experience.
- **AMBASSADORS:** RingCentral Student Ambassadors on UC campuses.
As part of Supplier's engagement with each UC location, RingCentral is prepared to hire, train and manage Student Ambassadors. Duties and responsibilities for these Ambassadors include:
 - Part-time paid work promoting the use of the RingCentral app at the respective UC campus throughout the active school year
 - Promote/host events and product use cases for students
 - Host focus groups and feedback sessions for product enhancements and future integrations
 - Ambassadors are managed by a RingCentral Program Manager
 - Ambassadors who excel are eligible for RingCentral internships and possible conversion to contractor status or full-time employment.

RINGCENTRAL CLOUD SOLUTION LICENSE AGREEMENT

THE CLOUD SOLUTION LICENSE AGREEMENT (THE "LICENSE AGREEMENT") SUPPLEMENTS THE UNIVERSITY OF CALIFORNIA ("UC") PURCHASING AGREEMENT ("THE AGREEMENT") AND FURTHER GOVERNS THE USE OF HARDWARE, PROPRIETARY SOFTWARE AND THIRD-PARTY PROPRIETARY SOFTWARE LICENSED THROUGH RINGCENTRAL. THIS LICENSE AGREEMENT IS A SOFTWARE LICENSE AGREEMENT SUPPLEMENT BETWEEN UC AND RINGCENTRAL.

1. Definitions

- A. **"Account"** means the numbered account established with RingCentral and associated with UC and the Goods and/ or Services provided to UC under this License Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing Account, and/or the UC may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by the UC and accepted by RingCentral.
- B. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
- C. **"Law"** for purposes of this License Agreement means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
- D. **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral. Points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral network and facilities, and the public Internet, private IP networks, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, UC's own private network, or the PSTN.
- E. **"Supplier"** for purposes of this License Agreement means the supplier, licensor, manufacturer or other third-party provider of Products.

2. Limitations to the Use of the Services

- A. **Goods and/ or Services.** The Goods and/Services are described at www.ringcentral.com/legal ("Service Descriptions"). RingCentral may update the Services from time to time and such updates will not materially reduce the core features, functions, or security thereof. Services may be provided to UC by an affiliate or subcontractor of RingCentral with RingCentral remaining wholly responsible to UC for the Goods and/ or Services.
- B. **Goods and / or Service Requirements.** The Goods/ and or Services are dependent upon UC's maintenance of sufficient internet access, networks and power as set forth in RingCentral's Technical Sufficiency Criteria, available at Exhibit A. RingCentral will not be responsible for any deficiencies in the provision of the Goods and/ or Services if UC's network does not meet RingCentral's technical sufficiency criteria.
- C. **Use Policies.** UC and its End Users may use the Goods and/ or Services only in compliance with the Agreement and this License Agreement, applicable Law, and the Use Policies referenced below and described herein in Attachment 1, which are incorporated into and form part of this License Agreement. UC may not use, or permit the use of the Goods and/ or Services, to interfere with the use of RingCentral's service by others or with the operation of the RingCentral Network. UC may not resell the Services. UC must ensure that its End Users comply with the Use Policies. Any breach of this Section 2C (Use Policies) will be deemed a material breach of this License Agreement. RingCentral may update the Use Policies from time to time and will provide notice to the UC at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to the UC.

1. Acceptable Use Policy. The Services must be used in accordance with RingCentral's Acceptable Use Policy, see Exhibit B. Notwithstanding anything to the contrary in this License Agreement, RingCentral may act immediately and without notice to suspend or limit the Goods and/ or Services if RingCentral reasonably suspects fraudulent or illegal activity in UC's Account, material breach of the Acceptable Use Policy, or use of the Goods and/ or Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If UC anticipates legitimate but unusual activity on its Account, a UC should contact RingCentral Support in advance to avoid any Service disruption. To the extent possible, Supplier will use reasonable efforts to notify UC's designated Account

Administrator prior to taking such action.

2. Emergency Services. RingCentral's policy governing the provision of emergency services accessed via the Services, see Exhibit C.

3. Numbering Policies. The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, See Exhibit D.

3. Compliance.

A. RingCentral may actively monitor activity on its network to protect UC from spam on inbound calls and fraud on outbound calls. UC may be blocked from calling certain international phone numbers ("Blacklisted Destination") because they are frequently implicated in fraudulent calling schemes. If UC requests access to a Blacklisted Destination, the UC will be required to execute the "Number Availability Agreement" in the form provided by RingCentral prior to RingCentral agreeing to provide access to any Blacklisted Destination. You acknowledge the existence of Blacklisted Destinations, the process to grant access to Blacklisted Destinations and that by granting access to a Blacklisted Destination UC assumes the responsibility for monitoring fraud on its Account and agrees to be responsible for any fraud on its Account.

B. UC may request that RingCentral use telephone numbers from its existing telecommunications provider as its presentation calling line identification number ("Outbound Caller ID"). In the event of such request, the terms and conditions set forth at Attachment 2 to this License Agreement shall apply. A document listing the existing telephone numbers UC wishes to use as Outbound Caller ID shall be delivered to RingCentral prior to RingCentral agreeing to utilize UC's existing telephone numbers as Outbound Caller ID (such document to include a bill from the UC's existing telecommunications provider evidencing ownership of all the nominated numbers).

4. Intellectual Property

A. Ownership. RingCentral and its licensors retain all interest in and ownership of its intellectual property rights in and to the (a) mobile and desktop applications used to access the Goods/ and or Services and anything developed or delivered by or on behalf of RingCentral under the Authorized User Agreement, including but not limited to APIs, updates, bug fixes, configurations (the "Software"), and (b) the Services.

B. Licenses and Service Access. Subject to and conditioned on UC's compliance and performance in accordance with all other terms and conditions of this License Agreement and the Authorized User Agreement, RingCentral grants to UC and its End User, (a) a non-exclusive, non-sublicensable, limited license to use the Software solely for the uses permitted by the Authorized User Agreement and this License Agreement during the Term and (b) the right to access, receive and use the Services. "End User" means an individual user to whom UC makes the Services available (e.g. employees, consultants, clients, external users, invitees, contractors and agents).

C. Third Party Licenses. Where RingCentral or UC makes third party licenses available to each other they will: (i) notify each other of the applicable license terms; and (ii) comply with such terms.

D. Restrictions. UC will not and will not allow its End Users (except as this License Agreement expressly permits) to copy, prepare derivative works of, modify, reverse engineer, adapt, decompile, decrypt, disassemble, or redistribute the Software, or create any competing Software or Services, or resell or assign its rights to the Services under this License Agreement.

5. Data Processing and Security. "Customer Content" means the content of UC's calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.

6. Miscellaneous. Excluding actions for nonpayment or indemnification claims, no claim, suit, action or proceeding relating to this License Agreement may be brought by either party more than two (2) years after the cause of action has accrued. UC may not assign its rights or obligations under this License Agreement or any Order without the prior written consent of RingCentral, not to be unreasonably withheld or delayed. This License Agreement can only be modified in a writing signed by both parties. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

ATTACHMENT 1

ATTACHMENT – RINGCENTRAL Online Terms

This Attachment is a part of the License Agreement (the “**License Agreement**”) that includes terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Services to UC. For purposes of this Attachment, (i) “Customer” is defined as The Regents of the University of California, a California public corporation (“UC”); and (ii) “Master Services Agreement” is defined as UC’s Purchasing Agreement (“Agreement”).

In the event of any conflict between this Attachment and the Agreement, the order of precedence established at Article 14 of the Agreement shall prevail.

1. Attachment Overview

The License Agreement contains within it hotlinks to online terms and conditions (Online Terms) that are incorporated into the License Agreement by reference. UC desires to have a version of such Online Terms as they exist as of the Effective Date of the Agreement attached to the License Agreement in hardcopy form. RingCentral is willing to attach such Online Terms as set out in this Attachment with the understanding that (i) they are presented here as a convenience to UC, and (ii) subject to Section 2 below, in the event of a change in any such Online Terms subsequent to the Effective Date of the License Agreement, such changed Online Terms shall replace and supersede those set out in this Attachment. RingCentral is willing to provide UC an updated version of the Online Terms once per calendar year.

2. Changes to Online Terms

RingCentral may update the Online Terms from time to time and will provide notice to UC at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to UC. In the event that any such update would be of material detriment to UC and is not required by Law, UC must inform RingCentral of its objection within thirty (30) days of receiving the notice provided under this provision. If the Parties, negotiating in good faith cannot reach agreement within thirty (30) days, UC may terminate the portion of the Services affected by the change without penalty by written notice to RingCentral. Any use of the Services after the effective date will be deemed UC’s acceptance of the change.

- **Those Online Terms Incorporated into the Agreement by Reference and Set Out Herein**

Exhibit A - Technical Sufficiency Criteria; <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>.

Exhibit B - Acceptable Use Policy; <https://www.ringcentral.com/legal/acceptable-use-policy.html>.

Exhibit C – Emergency Services; <https://www.ringcentral.com/legal/last-update-may-31-2022/emergency-services.html>

Exhibit D Numbering Policy; <https://www.ringcentral.com/legal/numbering-policy.html>.

Exhibit E SMS/MMS Content Policy

EXHIBIT A: RINGCENTRAL'S TECHNICAL SUFFICIENCY CRITERIA

SOURCE: <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>

Last Updated: March 15, 2018

Use of RingCentral products and services (collectively, "**Services**") is dependent on meeting these Technical Sufficiency Criteria. These Technical Sufficiency Criteria are incorporated into and made a part of the applicable Service Agreement.

The Services require a properly-configured, high performance, enterprise-grade broadband IP network and connection. Use of the Services with any network, services, or connection not compatible with the Services may result in partial or complete unavailability, interruption, or underperformance of the Services or other services utilizing the same network, services, or connection. Likewise, 2G, 3G, or LTE networks are not recommended for use with the Services. Customer will provide and maintain, at its own cost, an IP network, services, and connection meeting the foregoing standard and all equipment necessary for the Services to connect to and use such network, services, and connection.

To minimize unauthorized use, Customer should (a) disable international calling for all Digital Lines, extensions or Accounts for which such calling activity is not needed or not authorized; (b) restrict international calling destinations to those that are needed and authorized; (c) block inbound calls from any caller and area codes from which Customer does not wish to receive calls and block inbound calls with no caller identification if appropriate; (d) disable attachment of facsimile image and voicemail audio files to message notification emails associated with Customer's Account(s) and/or individual Digital Lines or extensions for which such functionality is not required and to the extent that such files may include sensitive or confidential content.

EXHIBIT B: RINGCENTRAL ACCEPTABLE USE POLICY

SOURCE: <https://www.ringcentral.com/legal/acceptable-use-policy.html>

Last updated: January 24, 2022

Any and all use of RingCentral Services is subject to and conditioned upon compliance with the following Acceptable Use Policy (“AUP”). If you have an Agreement with RingCentral, this AUP is incorporated into and made a part of your Agreement with RingCentral.

This Acceptable Use Policy applies to all RingCentral Services. Please carefully review the following to determine if the Services you have purchased are subject to additional, service-specific prohibitions.

The Services (including any device, system, network, or account used in connection with the Services, or the RingCentral Network) may not be used to:

- **Illegal activity.** Violate any applicable law or regulation applicable to the use of the Services.
- **Resale Prohibited.** Engage in resale activities. Customer may not sell, resell, sublicense, assign, license, or sublicense the Service or any component thereof or use or offer the same on a service-bureau or time-sharing basis.
- **NO HIGH RISK USE. Engage in high risk use of the Services. The Services may not be available in the event of a loss of power or internet connectivity, or network congestion. The Services are not designed, intended, or recommended for use in any situation where, in the normal course of use, service disruption could result in personal injury or death (“high-risk use”). High-risk use is prohibited except to the extent you have fail-safe alternatives in place at all times.**
- **Infringing activity.** Infringe, misappropriate, or otherwise violate RingCentral’s or anyone’s rights (including intellectual property, privacy, personality, publicity, or otherwise; or display or use RingCentral’s marks without consent or in violation of RingCentral policies.
- **Minors.** Exploit or harm minors (e.g., expose them to inappropriate content; ask for personally identifiable information without parental consent).
- **Malicious activity.** Transmit any material that contains viruses, time or logic bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.
- **Objectionable activity.** Act in an indecent, offensive, threatening, harassing, defamatory, libelous, fraudulent, malicious, disruptive, tortious, or other objectionable manner, including making calls or sending messages that contain phishing or spam content, or otherwise violates RingCentral’s SMS/MMS Content Guidelines.
- **Misrepresenting origin and/or identity.** Mislead recipients as to Customer’s identity. Create a false caller ID (e.g., ID spoofing), forge addresses or headers, or fraudulently undertake other technical measures to misrepresent the origin or identity of the sender.
- **Harvest information; spam; bulk messages.** Without consent: harvest or collect information about third parties or End Users, or send bulk communications.
- **Excessive or unauthorized use.** Use any device, system, network, account, plan, or the Services in an unauthorized manner or in excess of reasonable business use (e.g., interfere, inhibit, compromise, or otherwise harm the Services or the RingCentral Network (regardless of intent or knowledge)).
- **Circumvent compliance or security.** Take advantage of, bypass, exploit, defeat, disable, or otherwise circumvent limitations of the Services, security mechanisms, or compliance with this AUP or any law.
- **Interception.** Intercept, capture, sniff, monitor, modify, emulate, decrypt, or redirect any communication or data for any purpose.

RingCentral MVP Services are intended for regular business use between individuals and not for high-volume commercial messaging or call center calling. In addition to the prohibitions described in (A) above, RingCentral MVP Services (including any device, system, network, or account used in connection with the Services, or the RingCentral Network) may not be used to:

- **Auto-dialing; trunking; automated use**

- Perform auto-dialing or “predictive dialing”;
- Trunk or forward your RingCentral phone or fax number or other numbers that handle multiple simultaneous calls or to a private branch exchange (PBX) or a key system; or
- Use the Services in any way that is inconsistent with typical human operation, including automate use of the RingCentral MVP Services (e.g., use of desktop automation software or similar tools), violate the [SMS/MMS Content Policy](#), or send voice calls or text messages indicative of phishing or spam.

The list above is not exhaustive or exclusive. For purposes of this AUP, “End User” means an individual user of the Services, and may be a natural person, and may include but is not limited to a Customer’s employees, consultants, clients, external users, invitees, contractors and agents. Except as otherwise provided, terms defined in the Agreement have the same meanings when used in this AUP.

RingCentral may act immediately and without notice to suspend or terminate the Services if, in RingCentral’s sole discretion, Customer’s or its End Users’ use of the Services violates the terms of this Acceptable Use Policy.

Customer may cancel any services purchased under this Agreement with written notice to RingCentral within thirty (30) days of the date in which the purchase becomes effective. Except as otherwise provided in the Agreement between the Parties, in the event of a timely cancelation, Customer shall not owe any fees or charges for the services being canceled in respect of any period subsequent to the date of such written notice (except those arising from continued Usage), and shall be entitled to a pro-rata refund of any prepaid and unused fees for the services subject to the cancelation. All purchases are final after 30 days.

EXHIBIT C: RINGCENTRAL EMERGENCY SERVICES POLICY

SOURCE: <https://www.ringcentral.com/legal/last-update-October-15-2019/emergency-services.html>

Operation and Limitations of the RingCentral 911 Service

Date of Last Revision: October 15, 2019

This policy forms part of, and is governed by the Customer Agreement and/or the RingCentral Terms of Service, as applicable. Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement or the Terms of Service.

RingCentral provides access to emergency calling services, allowing most RingCentral users to access either basic 911 or Enhanced 911 (E911) service. RingCentral Office users with a Digital Line, using IP Desk Phones or Softphones, can dial 911 directly from their IP Desk Phones or Softphone. **VIRTUAL EXTENSIONS AND MOBILE USERS WITHOUT A DIGITAL LINE CANNOT COMPLETE 911 CALLS.**

Emergency calling services work differently than you may have experienced using traditional wireline or wireless telephones. Your access may differ depending on your location or the device you are using.

1. Registering Your Location

You must register the address of the physical location where you will use each Digital Line with RingCentral immediately upon activation of your End Point. This is your Registered Address. You or your Account Administrator must accurately register each individual line through your Digital Line Settings or the Administrative Portal. You must use RingCentral voice services only at the Registered Address provided for the applicable Digital Line. **If you move a registered device, you must immediately update the Registered Address with the new physical location of the device with RingCentral through the Administrative Portal or in your account settings. If you do not update the Registered Address, any 911 calls made from the device may be sent to the wrong emergency response center and will not transmit your current location information to emergency responders, delaying emergency assistance to you.** It may take up to several hours for the address update to take effect. Customers with more than one Digital Line are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each Digital Line, and that their End Users are aware of how the Registered Address can be changed.

2. Service limitations

RingCentral 911 service will not function (i) in the event of an Internet or power outage; (ii) if your broadband, ISP, or RingCentral Service is terminated; (iii), with respect to only the RingCentral Mobile Application, if you do not have mobile service, as the RingCentral Mobile Application cannot send emergency calls over Wi-Fi access; and (iv) in some Global Office countries. It is possible that network congestion may delay or prevent completion of any 911 call. You will not be able to complete a 911 call if you move to a physical location outside the country in which your Digital Line is provided, or if you are dialing from a RingCentral number that is not a Canadian or United States number.

Users uncomfortable with any of these limitations should use an alternate means of reaching 911.

3. How it Works

When you dial 911 using voice services from RingCentral, the RingCentral phone number and the Registered Address you have provided is sent to the local emergency center serving your location. In some areas, emergency operators have access to this information; however, in areas where only basic 911 service is available, the emergency operator answering the call may not be able to see your RingCentral telephone number or your Registered Address. You should always be prepared to provide the emergency operator with your RingCentral telephone number and Registered Address in case the call is dropped or disconnected. If you are unable to speak, the emergency operator may not be able to send help to your location and/or call you back should the call be disconnected. RingCentral does not control whether or not the emergency operator receives your telephone number and Registered Address.

In some cases, 911 calls dialed from your RingCentral Office device cannot be directed to the local emergency response center, and are instead directed to a National Emergency Call Center (the "NECC"). That might happen if there is a problem validating a Registered Address, if the Registered Address is an international location, or if the Registered Address is in an area that is not covered by the landline 911 network. 911 calls that are directed to the NECC may not include your RingCentral telephone number or your registered address. Trained operators at the NECC will request your name, location, and telephone number and attempt to reach emergency responders in your local area. Until you give the operator your phone number, and location, he/she may not be able to call you back or dispatch help to your location if the call is dropped or disconnected.

4. Mobile Applications

Calls to 911 placed through the RingCentral Mobile Application on a smartphone are automatically routed to the native dialer on the smartphone, and the call will be handled by your wireless service provider if wireless service is available. If your wireless service is unavailable, the 911 call cannot be placed. The RingCentral Mobile Application cannot place emergency calls over Wi-Fi access. Emergency dialing is not available through the RingCentral Mobile Application on tablets or other mobile devices without a native phone dialer and a wireless service plan.

In some areas, emergency operators are able to receive text messages sent to 911. Texts to 911 by RingCentral users relying on the RingCentral Mobile Application are automatically directed to the native dialer on the mobile phone, allowing you to send the text through your wireless service provider, if available. If wireless service is unavailable, the text cannot be sent. Text-to-911 is not available on tablets or other mobile devices without a native phone dialer and a wireless service subscription.

5. Notification of Employees, Guests, or Other Users

Customers must notify any employees, contractors, guests, or persons who may place calls using the Services or may be present at the physical location where the Services may be used, of the limitations of RingCentral 911 Service from your RingCentral IP phone, other equipment, or the RingCentral Softphone. Customer must affix a RingCentral-provided sticker warning that 911 services may be limited or unavailable in a readily visible place on each piece of equipment that might be used to access or use the Services, as required by 47 C.F.R. § 9.5.

6. Disclaimer of Liability for Emergency Call Response

Your use, and use by your employees, guests and other third parties, of RingCentral's 911 Services are subject to the limitations described herein. The availability of certain features, such as transmission of a Registered Address or your RingCentral telephone number, depends on whether local emergency response centers support those features, and other factors outside of RingCentral's control. RingCentral relies on qualified third parties to assist us in routing 911 calls and text messages to local emergency response centers and to the NECC. RingCentral does not have control over local emergency response centers, the NECC, emergency responders, or other third parties. RingCentral disclaims all responsibility for the conduct of local emergency response centers, the NECC, third parties engaged by Customer to facilitate address updates, and all other third parties involved in the provision of emergency response services. To the extent permitted by applicable Law, you hereby release, discharge, and hold harmless RingCentral from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or 911 call.

Customer indemnifies and holds harmless RingCentral, and any third-party provider(s) from any and all third-party claims, losses, damages, fines, or penalties arising out of: (i) Customer or its End User's provision to RingCentral of incorrect information, including physical addresses, or failure to update a Registered Address; (ii) Customer's failure to properly notify any person who may place calls using the Services of the 911 limitations; or (iii) the absence, failure, or outage of emergency service dialing using the Services for any reason; and (iv) the inability of any End User to be able to dial 911 or access emergency service personnel for any reason.

EXHIBIT D: RINGCENTRAL NUMBERING POLICY

SOURCE: <https://www.ringcentral.com/legal/policies/numbering-policy.html>

Last Updated: October 15, 2019

Use of voice and/or facsimile services provided by RingCentral is subject to this Numbering Policy. This Numbering Policy incorporated into and made a part of the Agreement.

Customer may obtain new numbers from RingCentral for use with the Services, or may port existing numbers, subject to the terms below.

I. Number Availability

RingCentral makes available phone numbers for use with voice and facsimile services, which Customer may select for assignment to the Customer's Account. RingCentral's listing of a number as available may be erroneous and does not constitute a representation or guarantee that such number is actually available for such assignment. In the event a chosen number is not actually available, RingCentral may remove such number from an Account.

II. Number Porting

A. Number Port-In Request Procedures.

Customer must keep the its existing service active in order to port a phone number to RingCentral.

In order to request the porting of a telephone or facsimile number into an Account, the Account Administrator for the Account into which you wish the telephone or facsimile number to be ported must log in to the Admin Portal for such Account and complete all steps and provide all information requested as part of the number port-in request process (which may include without limitation providing an executed Letter of Agency) or as otherwise requested by RingCentral.

In order to port more than 100 phone numbers from the same third party service provider account into the RingCentral Account, you must contact RingCentral's Project Porting Department at project.porting@ringcentral.com and comply with their instructions. Porting requests are processed between the hours of 8 am – 5pm PST, Monday-Friday. After-Hours porting requests will be processed the following day, in accordance with industry practice.

B. The Number Porting Process.

In order to request the porting out to another services provider of a telephone or facsimile number currently assigned to an Account, you must follow the instructions specified by that services provider and must provide all information and cooperation requested by the relevant other services providers, RingCentral, or any other relevant third party. The porting of phone numbers into or out of an Account requires Customer's provision of specific and detailed information to RingCentral and/or other service providers, and procedures imposed by other service providers or RingCentral in order to comply with law and industry standards. Therefore, the completion of any number port request may depend on factors outside of RingCentral's control, including delays caused by Customer and/or other service providers.

C. Unauthorized Port Outs

RingCentral is required by law to comply with any valid porting request. Phone numbers may be ported out from an Account due to acts or omissions of third parties, and it may be difficult or impossible for RingCentral to: (i) prevent such port-outs; (ii) retrieve numbers ported out of an Account; or (iii) port such numbers back into an Account. RingCentral has no responsibility or liability due to such port-outs.

D. Accurate Porting Information

Customer represents and warrants that all information provided in connection with any request to port in or port out numbers to or from the RingCentral Services (including without limitation any information or representations in any Letter of Agency) by Customer or any party acting on its behalf or direction will be true, accurate, and up-to-date.

E. Customer Compliance with Porting Laws

The porting of numbers is subject to telecommunications and other Laws and may be subject to third-party terms and conditions. Customer, and/or any party acting on Customer's behalf, shall not: (i) violate any applicable Law or engage in any fraudulent or deceptive conduct in its porting-related requests or activities; (ii) engage in or facilitate "slamming" or the porting out of any telephone or facsimile number or change or attempt to change any party's telephony service provider without first obtaining the proper, requisite consents and authorizations; or (iii) violate contractual or other obligations to service providers or other third parties.

F. Release of Numbers

In the event of Account termination or cancellation, all telephone numbers associated with the Account which have not previously been ported to another provider may be released. The cancellation of individual Digital Lines may result in the release of the associated numbers if those numbers have not previously been ported to another provider. Customer is solely responsible for working with its new third-party provider to port out any numbers prior to termination or cancellation of Customer's Account or Services, or any individual line.

III. Number Publication by Customer

All new number assignments are provisional until verified by RingCentral and confirmed by Customer. Customer shall not publicize, list, or communicate any number that assigned to the Account, or purchase or invest in any materials or media reflecting any such number unless and until Customer has confirmed that such number(s) is(are) active and functioning as desired. Acceptable methods of confirmation include test calling such number(s) from a non-RingCentral service plan and verifying that the fees and charges that will be incurred in connection with use of such number(s) are acceptable to Customer.

EXHIBIT E

RINGCENTRAL SMS/MMS content policies

SOURCE: <https://www.ringcentral.com/legal/sms-mms-content-policies.html>

As a participating [TCR CSP](#), RingCentral is dedicated to providing the highest quality of service, while working to eliminate spam, phishing, and fraudulent messages. To help ensure these goals are met, and in accordance with [CTIA messaging guidelines](#), the following policies apply to our SMS/ MMS solutions, whether sent via the RingCentral App, a third party provider, or via the API.

Enhanced Business SMS

Use of Enhanced Business SMS must comply with our Business SMS messaging guidelines and cannot be used for automated messaging (e.g. appointment reminders). Enhanced Business SMS must also adhere to RingCentral's Terms of Service and Acceptable Use Policy. **For automated messaging, including appointment reminders, notifications, chatbots, 2FA, etc, our High Volume SMS solution should be utilized.**

RingCentral Enhanced Business SMS limitations and restrictions

- Send and receive no more than 15 to 60 messages per minute per number
- Send and receive no more than 1,000 messages in a 24 hour time period per number
- No more than 100 individual recipients per message
- No more than 25 repetitive messages

High Volume and Toll-free SMS

For automated, repetitive, or mass volume SMS, RingCentral offers a High Volume SMS solution. To help support your compliance with industry guidelines, your use of High Volume SMS is subject to additional requirements, which are detailed below.

Opt-in/ user consent

Before sending an SMS message to any number you must have their express consent to do so. It's important to note that implied consent is not considered sufficient for SMS outside of immediately responding to a received message, nor is purchasing a list of "users who have opted in to SMS." A user must actively ask to receive SMS messages from you. Remember, consent must be given for each campaign or message type you intend to send. Marketing or promotional messages require the recipients, express written consent.

Consent may be obtained via a web form where it is clearly explained that a user is opting into SMS messages, or by having them send a message to your number. It is highly recommended to use a double opt-in, confirming their consent via SMS and validating their number.

You must also log and track consent, and opt-ins and opt-outs. In certain cases carriers may request proof that an individual has opted in including an overview of how your opt-in/ opt-out process works.

Failure to ensure opt-in may result in your number or service being blocked or suspended by mobile carriers or RingCentral.

Opt-out

It is required that you provide a clear way for users to opt out of your SMS messages via text. The CTIA guidelines provide clear keywords that must be honored for opt-out requests including STOP and UNSUBSCRIBE.

To help manage opt-outs, High Volume SMS automatically prevents you from messaging users who have requested to opt-out, unless they opt back in using the provided keyword.

Long-code and Toll-free SMS when used outside of High Volume SMS do not automatically manage opt-outs, and you will need to manage and track opt-out requests when not using High Volume SMS. Similarly, you will need to manage opt-outs received through other methods, to avoid sending SMS to consumers that have opted out.

Prohibited campaigns

While SMS provides a great way to engage your opted-in customers, there are limitations and restrictions in terms of what types of messages may be sent, and to the content of the messages. The following campaigns are strictly prohibited across all of RingCentral's SMS solutions:

Loan and mortgage advertisements

Credit repair offers

Debt relief offers

Debt collection attempts

Work from home advertisements

Secret shopper advertisements

Alcohol, tobacco, or firearms advertisements

Pharmaceutical, vitamin, or other drug advertisements

Campaigns that may be similar to the above

Note: some campaigns are designed to engage existing customers (e.g. an update on your loan application), but are often prohibited because they are similar in nature to the types of campaigns listed above. For these types of campaigns, you may be able to receive an exemption by registering for a special TCR campaign. Without this exemption, RingCentral is unable to allow these campaigns.

Prohibited content

The following message content is also strictly prohibited and may result in your service being blocked or suspended by the carriers or RingCentral:

Messages that engage in any illegal activity or otherwise violate our terms of service, including the acceptable use policy

Messages that engage in or promote, pornographic or adult entertainment, regardless of legality

Messages that contain text or references to violence, hate speech, or otherwise engaging in threatening, abusive, harassing, defamatory, libelous, deceptive or fraudulent behavior

Messages that contain text or otherwise reference substances defined as controlled substances under federal law, regardless of legality, including marijuana (cannabis)

Messages that contain third-party affiliate/lead generation links

Messages that contain obfuscated links for the purpose of misleading the reader, or use links contrary to the expectation of the user based on the message text

Messages that are structured to evade this policy or the policies of carriers (e.g. misspelling, uncommon capitalization, etc.)

RingCentral reserves the right to add to this list at any time or determine messages are prohibited at its discretion.

Carrier fees and account restrictions

Accounts in violation of RingCentral or carrier rules and regulations may be subject to reduced deliverability of messages, additional campaign registration requirements and fees, suspension of service, or termination of service in addition to fines and other penalties passed through RingCentral by the carriers.

It is your responsibility to be aware of any additional restrictions when sending SMS messages, and to adhere to any and all policies related to the recipient number.

ATTACHMENT 2

ATTACHMENT – RINGCENTRAL Outbound Caller ID Terms and Conditions

This Attachment is a part of the License Agreement that includes terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Services to UC.

In the event of any conflict between this Attachment and the Agreement, the order of precedence established at Article 14 of the Agreement shall prevail.

1. In connection with the provision of RingCentral MVP, UC has requested that RingCentral use telephone numbers from its existing telecommunications service provider as its presentation calling line identification number ("Outbound Caller ID").
2. In order to facilitate this request, UC agrees to provide RingCentral with a listing of the relevant Outbound Caller ID telephone numbers in a .csv file or as otherwise agreed by the parties.
3. UC's authorization to control the nominated Outbound Caller ID telephone numbers shall be evidenced by the provision of a bill from its existing telecommunications provider listing all the nominated numbers, to be attached to a resultant Statement of Work as an Exhibit.
4. UC may instruct RingCentral to use any of the telephone numbers listed on such Exhibit as Outbound Caller ID throughout the Agreement.
5. UC represents and warrants that 1) UC has the right to use each of the telephone numbers UC requests to use as Outbound Caller ID; 2) each telephone number is included on a copy of a bill with UC's existing telecommunications service provider, attached to a resultant Statement of Work as an Exhibit; 3) if applicable, UC has provided RingCentral a letter of authorization to port all of the telephone numbers from such Exhibit from UC's existing telecommunications provider to RingCentral; 4) all information provided by UC is true, accurate, current and complete to the best of UC's knowledge; and 5) that UC's use of Outbound Caller ID on the Services will be consistent with all applicable Laws.
6. UC agrees to indemnify, defend and hold RingCentral, its officers, directors, employees, affiliates and its suppliers harmless from any claims, losses, damages, penalties or costs (including without limitation reasonable attorneys' or expert witness fees) arising out of its (or any individual or entity accessing the Services through UC's account): (i) use of the Services; (ii) violation or alleged violation of the applicable laws or regulations with respect to the Services or (iii) infringement of any intellectual property rights of any third party.



MASTER SERVICES AGREEMENT

for OMNIA Members/Participating Agencies

Re: University of California Purchasing Agreement # 2022003385

This Master Services Agreement is effective as of the date of last signature (“Effective Date”) and made between:

RingCentral, Inc. (“RingCentral”)	OMNIA Members/ Participating Agencies (“Customer”) set out on the Order Form
Address: 20 Davis Drive Belmont, CA 94002	Address: Per Customer’s address on the Order Form

RingCentral and Customer are together referred to as the “Parties” and each individually as a “Party.”

1. The Master Services Agreement (“Agreement”) consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer’s Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

- Exhibit A – Definitions
- Service Attachment A – RingCentral MVP Services
- Service Attachment B – RingCentral Contact Center Services
- Service Attachment C – Professional Services Agreement
- Service Attachment D – Enterprise Support Services
- Attachment E – Service Level Agreement for MVP Services
- Attachment F – Service Level Agreement for Contact Center Services
- Attachment G – Business Associate Agreement
- Attachment H – Security Addendum
- Attachment I – Data Processing Addendum

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

A. Ordering Services. Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

B. Equipment. Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:

- (i) Purchase: <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>; and
- (ii) Rental: <https://www.ringcentral.com/legal/lease-rental.html>.

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

D. Services Term. The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (“Initial Term”). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, recurring Services will automatically renew for successive periods as set forth in the initial

Order Form (each a “Renewal Term”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. Invoicing and Payment

A. Prices and Charges. All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) will, unless otherwise agreed between the Parties, once incurred, remain in effect for the then-current Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days’ written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

B. Invoicing and Payment. Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are billed in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

C. Taxes. All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

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

4. Provision of the Service

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

B. Customer Care

- i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.
- ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the Parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.
- iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do

so on behalf of the Account and will be required to follow applicable authentication protocols.

C. Professional Services. RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including dedicated proactive network monitoring and premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

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

5. Use of the Service

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

B. Use Policies. Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with a thirty (30) days written notice to the other Party.

- i. Acceptable Use Policy. The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.
- ii. Emergency Services. RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.

- iii. Numbering Policy. The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policy, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

6. Termination

A. Termination for Cause. Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

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

7. Intellectual Property

A. Limited License

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

B. IP Rights

- i. RingCentral's Rights. Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology or products developed or provided by third parties, including open source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.
- ii. Customer Rights. As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

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

8. Confidentiality

A. Restrictions on Use or Disclosures by Either Party. During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will

provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

A. Data Privacy. RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at <https://www.ringcentral.com/legal/dpa.html>, which is incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

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

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

10. Limitations of Liability

A. Excluded Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps. EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION 10(B) (LIABILITY CAPS) WILL NOT APPLY TO: I) FEES OWED BY CUSTOMER; II) EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS; III) EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT; IV) CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY; OR V) EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE

RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

- i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a "Third Party Claim") to the extent such Third Party Claim arises out of or alleges that the Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.
- iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a "Discontinued Component"), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

B. Indemnification by Customer. To the extent permitted by the laws and the constitution of the jurisdiction of Customer, Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

C. Defense and Indemnification Procedures. Any Party seeking indemnification under this Section 11 (the "Indemnified Party") shall provide the Party from which it seeks such indemnification (the "Indemnifying Party") with the following: (a) prompt written notice of

the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

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

B. Customer Warranty. Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement. Further, when Customer's subscription for Services exceeds one (1) fiscal year, Customer warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s).

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

13. Dispute Resolution

A. Governing Law. Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of Customer's state shown in the Customer's address on the Order Form, without regard to its choice of law rules, and the parties agree to submit to the jurisdiction of, and venue in, the courts in that state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

B. Good Faith Attempt to Settle Disputes. In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute

within reasonable timescales.

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

14. Miscellaneous

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

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

C. Notices. Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with an reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

D. Force Majeure. Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; 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.

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

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

responsible for drafting the provision(s).

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

H. Family Education Rights and Privacy Act (FERPA). Customer Content when in-transit on the RingCentral Network and when at-rest within RingCentral Data Centers may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement.

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

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

K. Entire Agreement. The Agreement, together with any exhibits, Order Forms, Use Policies, Data Processing Addendum and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject. RingCentral expressly rejects in their entirety any additional or conflicting terms or conditions contained in Customer purchase order, or similar Customer document, which the Parties agree are solely for the Customer's convenience.

L. Order of Precedence. In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form; (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the

Services.

M. Amendments. Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.

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

O. Publicity. Subject to Customer's prior written approval, which may not be unreasonably withheld or denied, in each instance, and notwithstanding anything to the contrary in this Agreement, RingCentral may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials.

P. Execution. Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

Q. Counterparts. This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

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

EXHIBIT A

DEFINITIONS

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

i. **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.

ii. **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.

iii. **“Account Data”** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.

iv. **“Administrative Fees”** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.

v. **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.

vi. **“Affiliate(s)”** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and “control” means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.

vii. **“Attachment (s)”** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.

viii. **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.

ix. **“Customer Care”** means Customer support operations delivered by RingCentral and/or its subcontractors.

x. **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.

xi. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.

xii. **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees and attorneys.

xiii. **“Electronic Signatures”** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or

logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.

xiv. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

xv. **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors and agents.

xvi. **“Helpdesk Support”** shall mean the performance of the following tasks:

- Standard feature/functionality (“how to”) support for End Users (i.e. call forwarding, voice mail set-up, etc.);
- Standard management of the Admin Interface within the product; and
- Support all moves, adds, changes and deletes of employees.

xvii. **“Indemnifiable Amounts”** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party’s or its Affiliates’ attorneys’ fees and related expenses.

xviii. **“Indemnifying Party”** and **“Indemnified Party”** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).

xix. **“Initial Term”** has the meaning set forth in Section 2(D) (Services Term).

xx. **“Intellectual Property Rights”** or **“IP Rights”** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissues and extensions of the foregoing (as applicable).

xxi. **“Law”** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.

xxii. **“Order Form(s)”** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.

xxiii. **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees and attorneys receiving Confidential Information.

xxiv. **“Renewal Term”** has the meaning set forth in Section 2(D) (Services Term).

xxv. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer’s own private network, or the PSTN.

xxvi. **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order Form(s).

xxvii. **“Start Date”** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.

xxviii. **“Taxes”** means any and all federal, state, local, municipal, foreign and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.

xxix. **“Term”** means the Initial Term plus any Renewal Terms.

xxx. **“Third Party Claim”** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).

xxxi. **“Use Policy”** refers to any of the policies identified in Section 5(B) (Use Policies).

SERVICE ATTACHMENT A - SERVICE ATTACHMENT – RINGCENTRAL MVP SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingCentral MVP Services as described under the applicable Order Form.

Please note that RingCentral Office is now RingCentral MVP (Messaging, Video and Phone). All references to "RingCentral Office," whether in terms of service, advertising or product descriptions, mean "RingCentral MVP"

1. Service Overview. RingCentral MVP is a cloud-based unified communications service that includes enterprise-class voice, fax, text, call handling, mobile apps, and BYOD capability that integrates with a growing list of applications. RingCentral MVP includes:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, and other innovative tools
- Enhanced Business SMS (where available). Standard, Premium, and Ultimate plans are allocated 200, 300, and 400 SMS per phone number, per month and are pooled across the account. Overage charges apply for SMS sent/received in excess of the allocated number of messages, on a per message basis. Essentials plans do not include allocated SMS and will be charged per message.

RingCentral MVP Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. MVP Purchase Plans.

A. Tiers of Service. RingCentral MVP is made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc.

B. Minute and Calling Credit Bundles. Minute Bundles, e.g., Toll Free Minute Bundles, can be purchased in incremental buckets of minute in addition to any number of minutes included with the purchased tier. Inbound Toll-Free minutes are deducted from included minutes, purchased Minute Bundles, or charged as overage at the rates currently in effect.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account. Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on

an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411). Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

3. Operator Assisted Calling, 311, 511 and other N11 Calling. RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service. RingCentral offers directory listing (the "Directory Listing Service"). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory ("Listing Information"). This information may include, but is not limited to, Customer's company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer's Listing Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through the Directory Listing Service.

- i. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.
- ii. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. RingCentral Global MVP. RingCentral Global MVP provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global MVP is available. Additional information related to Global MVP Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral's Global MVP for customers that subscribe to it.

A. Emergency Service Limitations for Global MVP. RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global MVP is available, allowing End Users in most countries to access Emergency Services (911 in the United States and Canada, 112 in the United Kingdom and throughout the European Union, and any other applicable Emergency Services number). Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global MVP countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>.

Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

B. Global MVP Provided Only in Connection with Home Country Service. RingCentral provides Global MVP Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global MVP Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global MVP Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global MVP Service in English; additional language support may be provided at RingCentral's sole discretion.

C. Relationships with Local Providers. In connection with the provision of RingCentral Global MVP Services, RingCentral relies on local providers to supply certain regulated communication services;

for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable You to receive calls from non-RingCentral numbers on Customer's Global MVP telephone number(s), by connecting with the local public switched telephone network. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer's behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services.

6. Bring Your Own Carrier (BYOC) Services. RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.

7. Definitions. Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

A. "Digital Line" means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.

B. "End Point" means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

C. "Extension-to-Extension Calls" means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.

D. "External Calls" means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.

E. "Home Country" means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.

SERVICE ATTACHMENT B - SERVICE ATTACHMENT – RINGCENTRAL CONTACT CENTER SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingCentral Contact Center Services as described under the applicable Order Form.

In the event of any conflict between the provisions of the Agreement and the provisions of this Service Attachment, such provisions of this Service Attachment will prevail.

1. Service Overview

“**RingCentral Contact Center Services**” is a contact center solution consisting of inbound and outbound media routing, queuing, and distribution, and related services, applications, and features, whether included as part of a Subscription Package or ordered separately.

2. Billing and Payment

A. Billing

Starting at Start Date set forth in the Order Form, and until the end of the Term, You agree to pay for: a) the Contact Center Services fees for at least the number of Seats set forth in the Contact Center Services Order (as amended as permitted below) (a “**CC Contract Seat**”) based on the per Seat pricing set forth in the Contact Center Services Order (the “**CC Contract Seat Price**”), as amended from time to time, regardless of the number of Seats being used; b) the fees for the number of licenses set forth in the Contact Center Services Order; any additional fees set forth in the Contact Center Order form; and c) Usage, including overages related to data storage, ports or minutes (e.g. local, long-distance, international, and toll-free) charges, and any other applicable charges.

B. Adding New Contact Center Contract Seats

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

C. Adding On-Demand Contact Center Seats

At any time, You may utilize additional Seats with your Contact Center Services on an as-needed basis (each, an “**On-Demand CC Seat**”). You will be billed for any Contact Center Services at the rate of the CC Contract Seat Price plus twenty dollars (\$20) per month per Seat (the “**On-Demand CC Price**”) until You remove this On-Demand CC Seat from Your Contact Center Services subscription (which You may do at any time in your discretion). Contact Center Services fees for any On-Demand CC Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand CC Seats used within such billing period.

3. Contact Center Services, Settings, and Modifications

The settings and preferences for your Contact Center Services, including without limitation user rights, user skills, and permissions; routing, points of contact, scripts; registration Information; and activation of On-Demand CC Seats, among others, may be set and modified by those individuals whom You allow to have access to the web console (“Account Administrators”). The Customer acknowledges that the acts or omissions of the Account Administrators may result in additional charges or affect the Contact Center Services. The Customer will be solely responsible for the acts or omissions and the impact on billable amounts of the Account Administrators.

4. Use of Contact Center Services

You acknowledge and agree that all use of the Contact Center Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies in Sections 5 and 9. You acknowledge and agree that You are fully responsible and liable for all use of the Contact Center Services, any software or hardware used in conjunction with the Contact Center Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the Contact Center Services shall be subject to the following terms:

- a. **NO 911 SERVICE. YOU ACKNOWLEDGE AND AGREE THAT 911 / EMERGENCY CALLS OR MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE CONTACT CENTER SERVICES, AND NO 911 CALLING OR SMS OR OTHER MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE CONTACT CENTER SERVICES. YOU MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS.**
- b. **Customer 911 Notification Obligations.** You represent, warrant, and covenant that: (i) You shall ensure that any person who might use the Contact Center Services or be present at the physical location where any the Contact Center Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 911 or other emergency response services through the Contact Center Services; and (ii) You shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.

5. Custom Storage Election

Customer may elect to include Custom Storage as part of their Contact Center Services, enabling Customer to store media files in their own S3 Bucket instead of the default Cloud Storage Bucket.

Custom Storage is subject to these limitations and conditions:

- These conditions apply at the Business Unit level with no tailored permissions applied to individuals or groups
- All recordings must be played directly on the RingCentral Contact Center platform
- A minimum of one RingCentral Contact Center Seat license must be retained at all times to access and play recordings from the S3 Bucket
- Files cannot be played directly from S3 Bucket
- There is no bulk export option for any recordings from S3 Bucket
- There are no custom file naming conventions
- All files are encrypted within the client provided S3 Bucket
- There is no error checking between RingCentral Contact Center and Amazon S3
- There is no defined timetable for Time to Live (TTL) at this time
- There is no migration of recordings from previous storage solutions to Custom Storage
- Encrypted files cannot be moved to another S3 Bucket
- Changes made to the S3 Bucket will disable the ability to listen to recordings through RingCentral Contact Center platform
- Custom Storage is deployable via template method only, and deviation from the deployed template is not supported. This includes, but is not limited to:
 - Changing security profile and settings
 - Changing any coding to target different Buckets
 - Changing of any file names (this may be redundant)

6. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

- A. **“Cloud Storage”** means storage of data or call recordings within the RingCentral Contact Center Platform, or a RingCentral Contact Center Internal File Transfer Protocol server. Recordings may then be accessed through the RingCentral Contact Center Platform, and Time to Live may be set up to delete recordings after a certain amount of days.
- B. **“Contact Center Materials”** means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the Contact Center Services, including the components of each Subscription Package, if applicable, and any other features and functionality offered as part of the Contact Center Services. The Contact Center Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts and training materials related to the Contact Center Services.

- C. **“Contact Center Services Order”** is an Order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the subscription to the Contact Center Services, including any Subscription Package, and any additional products, services and functionality purchased by the Customer
- D. **“Custom Storage”** means a public cloud storage resource available through a third-party provider, in which Customer data will be stored in an S3 Bucket.
- E. **“S3 Bucket”** means a series of file folders used to store objects consisting of data and its descriptive metadata.
- F. **“Seat”** means a license for a single named person or concurrent users that use the Contact Center Services.
- G. **“Subscription Package”** is a set of Contact Center Services features and applications, as further defined in the Contact Center Materials, that could be ordered as a bundle.
- H. **“Usage”** means any charges incurred in connection with the use of Your Contact Center Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, ports, and any products listed on the Contact Center Service Order Form

SERVICE ATTACHMENT C - SERVICE ATTACHMENT – RINGCENTRAL PROFESSIONAL SERVICES AGREEMENT

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Professional Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Professional Services Agreement (the “**PS Agreement**”), such provisions of this PS Agreement will prevail.

1. Service Overview. RingCentral shall provide the implementation, installation, consulting, configuration services and other professional services (“**Professional Services**”) as described and agreed upon in writing between the Parties pursuant to a statement of work (“**Statement of Work**” or “**SOW**”).

2. Project Phases. The Professional Services may be delivered in one or more phases. The SOW will specify the milestone, objectives, Sites, fees and other components that are included in the scope of each phase (“**Project Phase**”). The Professional Services may also be provided on a time and material basis (“**T&M Services**”) paid by the hour based on the then current T&M Services hourly rate offered by RingCentral, as specified in the relevant SOW. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and payment for each Project Phase is due in full within the applicable payment period agreed between the Parties and is non-refundable.

3. Customer Sites and Site Visits. In the event the Parties agree that the Professional Services must be performed at one or more Customer facility(ies) (“**Site(s)**”), the Site(s) will be separately identified in the applicable SOW. Each visit to a separate Customer Site will be considered a separate “**Site Visit**”. When so stipulated in the SOW, each Site may constitute a Project Phase. Customer has the following obligations with respect to all Site Visits:

- a. Customer will maintain and ensure safe working conditions at each Site and shall promptly inform the RingCentral project manager of any known hazardous conditions at any Site prior to any visit by RingCentral Personnel.
- b. Customer shall ensure that all Site hardware and network environment meets or exceed the requirements set forth in the Statement of Work and in “RingCentral VoIP Network Requirements and Recommendations” which can found at: https://support.ringcentral.com/s/article/9233?language=en_US
- c. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer’s systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer’s failure to do so.
- d. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral

Project Manager the following information for the Site to be visited:

- i. the first and last name, extension number, and email address for delivery of message notification emails of each End User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Plan Service’s bulk configuration utility);
- ii. written or illustrated diagrams of Customer’s current and proposed dial plans and data and call flows; and
- iii. information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.

4. Late Site Visit Change. The Parties acknowledge and agree that Customer’s cancellation or change of the dates of a Site Visit at any time during the ten (10) business days immediately prior to the date that the Site Visit is scheduled to take place (a “**Late Site Visit Change**”) will cause RingCentral to incur expenses and losses (including without limitation RingCentral’s costs in rescheduling the Site Visit and/or loss of opportunity for other business during the period during which such Site Visit was to take place). Accordingly, Customer agrees that for each Late Site Visit Change, Customer shall incur (at the time of cancellation or change) and be liable for, as liquidated damages, an amount equal to eight (8) hours of RingCentral T&M Services at RingCentral’s then-current T&M Services hourly rate, as well as any Service Expenses that have already been expended by RingCentral. The Parties acknowledge and agree that this amount is a fair, reasonable, and appropriate pre-estimate of the losses that RingCentral will incur as a result of any single Late Site Visit Change.

5. Professional Services Acceptance. Each SOW will identify the specific criteria required for the completion of each Project Phase (“**Completion Criteria**”). Unless otherwise agreed between the Parties in the SOW, upon RingCentral’s completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will present to the Customer the Professional Services Project Completion Signoff Form (“**PCF**”) for that Project Phase. Notwithstanding anything to the contrary in this PS Agreement or any SOW, RingCentral’s obligations under any Project Phase are deemed accepted and the Professional Services under such Project Phase shall be considered completed in full and billable upon any of the following (“**Acceptance**”):

- a. **Customer executes the PCF.**
- b. If RingCentral presents Customer with the PCF and the Customer fails to execute the PCF within three (3) days, unless the Customer provides to RingCentral, within those three (3) days, with a detailed description of the items that are outstanding or that are materially non-conforming with the Completion Criteria

applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services and re-submit the PCF for the Project Phase to the Customer for Acceptance as described above. If RingCentral timely receives from the Customer a second rejection notice, and RingCentral, in its reasonable discretion determines that the Professional Services for the Project Phase were properly completed in accordance with the Completion Criteria, Acceptance of the Project Phase will be deemed to have been occurred.

- c. **Production Use:** Unless otherwise agreed in writing between the Parties, production use will constitute Acceptance for all purposes of this PS Agreement.
- d. **T&M Services.** Acceptance for T&M Services, if applicable and used in a SOW, is deemed to have occurred upon performance.

6. Payment

- a. The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for T&M Services. Customer will compensate RingCentral fees and expenses for the Services as set forth in the applicable SOW. Customer acknowledges and agrees that all fees and charges shall be due and payable without any deduction, withholding, or offset of any kind, including without limitation for any levy or tax.
- b. **Invoicing and Payment of Professional Services fees.** Except to the extent otherwise provided in a SOW or this Section, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced Monthly in arrears. The payment term for each invoice is set forth in the Agreement.
- c. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its fixed travel, meal, and lodging expenses incurred in connection with any Site Visit ("Service Expenses"). Travel, meal, and lodging expenses shall be invoiced upon Acceptance of each Project phase, alongside all other amounts due under this PS Agreement, on a per-trip/per resource basis. RingCentral shall, after Customer request, provide information verifying the deployment of on-site resources and expenditure of Service Expenses.
- d. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts not provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:
 - i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours of RingCentral per day at the then-current T&M Services hourly rate.

7. Changes to SOWs

Changes to any applicable SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**"), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by RingCentral in its reasonable discretion. RingCentral shall have no obligation to commence work in connection with any Change Order until the Change Order is agreed upon by both Parties in writing. RingCentral has no obligation to provide any Professional Services outside the scope of an SOW.

8. Enterprise Support

As part of the Professional Services provided, Customer may purchase Enterprise Support services from RingCentral for use with the Services. The terms and conditions that govern the Enterprise Support can be found at: <https://www.ringcentral.com/legal/enterprise-service-attachment.html>.

9. Term and Termination

- a. **Term.** This PS Agreement shall remain in effect for as long as the Agreement is in effect, unless terminated in accordance with this Section.
- b. **Termination.** Either Party may terminate this PS Agreement, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one SOW or Project Phase shall not necessarily result in the termination of, or otherwise affect, any other SOW or Project Phase.
- c. **Effect of Termination.** In the event that this PS Agreement, a SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:
 - i. any Professional Services and T&M Services that have been rendered up until the effective date of the termination;
 - ii. all applicable Service Expenses incurred; and
 - iii. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled, if termination of the PS Agreement, SOW, or a Project Phase occurs within one hundred and eighty (180) days of execution of the applicable SOW. If termination occurs after one hundred and eighty (180) days of execution of the applicable SOW, Customer shall owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being cancelled.
- d. **Post-Termination Notice Wrap-Up.** Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase.

ATTACHMENT D - ENTERPRISE SUPPORT SERVICES

This RingCentral Service Attachment for Enterprise Support Services (the “**Enterprise Support Service Attachment**”) is subject to the RingCentral Professional Services Agreement Attachment, appended to the Master Services Agreement.

Term: The term of this Enterprise Support Service Attachment shall run conterminously with the Term that is set forth in the RingCentral Order Form between the parties hereto. RingCentral shall perform the Services set forth in the Professional Services Agreement and this accompanying Enterprise Support Service Attachment starting on the Start Date specified in the Order Form executed between the Parties and continuing until the termination of this Enterprise Support Service Attachment, the underlying Professional Services Agreement or any underlying Master Services Agreement.

1. General Terms

Enterprise Support will be provided as a 24x7 global service. Technical Account Manager (TAM) support is provided during normal business hours specific to the region and subject to local holidays defined in Section 2. TAM hours may be extended beyond normal business hours with regional TAM option. If Customer wishes for Services to be performed outside of these hours, RingCentral shall consider such requests in good faith and may charge Customer additional fees for such Services in its reasonable discretion.

2. “Holidays,” During regional holidays, premium support services will be available. Extended services under this Enterprise Support Service Attachment (TAM Services, PS NOW) shall be performed on the next available business day.

3. Designated Technical Account Manager (TAM)

3.1. Timing and Assignment of TAM. Promptly after the Enterprise Support Start Date, RingCentral shall designate the number of TAM’s defined in the Order Form. Customer will provide RingCentral with the contact details in writing of the Designated Customer Contacts. Customer shall assign at least one (1) and up to three (3) individuals who will act as a Dedicated Customer Contact to RingCentral and shall provide RingCentral with those individuals’ contact details in writing.

3.2. TAM Discovery. The TAM will perform the following tasks when it begins performing the Services:

- a. Understand Customer’s network architecture to the extent relevant to the RingCentral MVP Services.
- b. Understand Customer’s device and endpoints to the extent relevant to RingCentral services.
- c. Understand and discuss the Customer’s account and any outstanding issues, as well as the preferred method of contact for ongoing dialogue
- d. Understand the technical training needs the Customer’s Help Desk may need for supporting RingCentral services and develop associated training plans and timelines.

3.3. Case Monitoring and Overall Support

- a. The TAM will monitor historical Support Cases on an on-going basis to determine patterns, issues, and opportunities with Customer’s RingCentral services.

- b. The TAM will review these observations and opportunities with Customer and will work with Customer on any needed remediation plans.
- c. The TAM will work closely with the Dedicated Customer Contacts to understand any relevant changes to the Customer’s environment that RingCentral Enterprise Support needs to track and document
- d. The RingCentral TAM will participate in quarterly QBRs scheduled by Customer’s RingCentral Customer Success Manager (as requested by the Customer). The TAM will jointly work with Customer in advance of each QBR to align on reasonable data, activities and information that will be presented and discussed.
- e. RingCentral will provide Customer with an executive escalation path that includes senior leadership personnel in the event the TAM or RingCentral is not reasonably responsive to a support case or issue, or is unable to solve such issue.
 - RingCentral may update the contacts in the executive escalation path in its reasonable discretion and will provide Customer with reasonable prior written notice of such changes.
 - For clarity, Dedicated Customer Contact(s) shall be the only individual(s) who can engage with or use the above-defined escalation path.

4. Customer Responsibilities**4.1. Customer Support Cases and Escalation Management**

- a. Dedicated Customer Contacts will open a case by calling the above referenced contact numbers or by opening a web case through RingCentral’s support web site at <http://success.ringcentral.com>
- b. In all cases, Dedicated Customer Contacts will provide reasonable detail when opening any Support Case to enable RingCentral to understand the nature and extent of Customer’s issue with the RingCentral Services. Customer will reasonably cooperate with RingCentral as needed
- c. Customer will understand that at times, effective troubleshooting and root-cause identification may require Customer to work jointly with RingCentral Support.
- d. Customer agrees to reasonably assist with their technical resources in these situations.

4.2. PS Now Requests:

- a. Customer will provide all requests to RingCentral in writing, including detail on the services required, and requested date for the change to go live
- b. Customer will submit requests in a timely manner with sufficient lead time to complete the expected work in a reasonable timeframe
- c. Customer understands that requests submitted without sufficient detail will require additional meetings and follow-up to clarify requests for accuracy in delivery of expected results

5. Definitions. Unless otherwise defined in the Master Service Agreement or this Service Attachment for Enterprise Support, the following terms shall be defined in accordance with the below definitions.

- a. **“Dedicated Customer Contact(s)”** means specific Customer employee(s) that are identified, documented in RingCentral’s system and approved to contact RingCentral’s direct enterprise team.
- b. **“Direct Enterprise Support Access”** RingCentral Enterprise Support Team can be reached by calling dedicated telephone number.
- c. **“Designated Technical Account Manager” (TAM)** is the remote RingCentral named resource assigned to customer’s account. North America TAM availability is generally 6:00am MST to 7:00pm MST Monday through Friday.
- d. **“Enterprise Support Entitlements”** are the service attributes, by tier that are included with this support model, as highlighted in Appendices A and B.
- e. **“PS NOW”** provides available monthly phone consulting from RingCentral Professional Services Experts at the thresholds defined in Appendices A and B. Available PS NOW services are as follows:
 - Move, Add, Change, Delete (MACD): Basic administration, configuration and deletion changes related to RingCentral MVP users in the RingCentral Portal:
 - Telephony users;
 - Basic agent administration;
 - Users;
 - Skills;
 - Teams;
 - Campaigns;
 - Points of Contact (POC);
 - List fields;
 - Hours of Operations;
 - Report changes and scheduling;
 - Custom report creation is case-by-case basis; and
 - Custom report creation requires additional scoping for level of effort assignment
 - Network Consultation
 - Porting Consultation
 - Remote Administration / Help Desk Training
 - Call Flow Changes:
 - Management of existing call flows;
 - Creation of new basic call flows (e.g. new routing for new skills, simple queueing);

- Adjustment of existing channel integration(s)
 - Existing email, chat, or SMS channel scripting
- Business Unit Changes:
 - Security profile(s);
 - Station profile(s);
 - User profile(s)
 - Disposition and unavailable code(s)
- Basic script changes for contact center
 - Assignment of POC to scripts / skills;
 - Changes to routing by Customer need;
 - Changes to voice prompts;
 - Changes to existing ASR menus;
 - Updating simple existing personal connection dialer campaigns;
 - Changes or additions to existing API integrations to customer’s CRM or Database
- Post go-live tuning on call flows and IVR scripting
- RingCentral MVP and Contact Center Health Checks
- Exclusions include the following:
 - New CRM or database integrations
 - New routing configurations (i.e. Data directed routing, Agent directed routing)
 - New ASR set-up and configuration
 - New personal dialer configuration
 - Personal connection Dialer campaigns
 - Proactive XS integration
 - New channel configuration (i.e. Email, Chat, SMS, social media)
 - WFO configuration / changes
 - Workforce Management
 - Quality Management
 - Screen Recording
 - Analytics
 - New survey configuration
 - Out of hours changes and go-live support
 - Recording new announcements
 - Onsite services, unless requested. If requested, additional fees will be incorporated through Change Order process
 - Re-provisioning of firmware on devices, unless requested via Change Order
 - Services on future feature requests, unless requested via Change Order

Appendix A

Enterprise Support Entitlements – RingCentral MVP

Service Element	Bronze Tier	Silver Tier	Silver + Tier	Gold Tier	Gold + Tier	Platinum Tier
User Range	< 499	500-1,499	1,500-2,999	3,000-5,999	6,000-9,999	10,000 -14,999
TAM	N/A	Included	Included	Included	Included	Included
Live Services and Support: <ul style="list-style-type: none"> Phone, Web, Chat Priority Case / Call Routing 	24X7	24X7	24X7	24X7	24X7	24X7
Priority Case / Call Routing	Included	Included	Included	Included	Included	Included
Additional TAM	N/A	Available At additional cost	Available At additional cost	Available At additional cost	Available At additional cost	Available At additional cost
Help Desk Training (2-hour sessions)	1	1	2	2	4	4
PS NOW	Up to 2 hours / month	Up to 4 hours / month	Up to 6 hours / month	Up to 8 hours / month	Up to 10 hours / month	Up to 12 hours / month

Appendix B

Enterprise Support Entitlements – RingCentral Contact Center

Service Element	Bronze Tier	Silver Tier	Silver + Tier	Gold Tier	Gold + Tier	Platinum Tier
TAM	Included	Included	Included	Included	Included	Included
Contact Center TAM engagement hours	Up to 4 hours / month	Up to 12 hours / month	Up to 20 hours / month	Up to 32 hours / month	Up to 48 hours / month	Up to 64 hours / month
Live Services and Support: <ul style="list-style-type: none"> Phone, Web, Chat Priority Case / Call Routing 	24X7	24X7	24X7	24X7	24X7	24X7
Additional TAM	N/A	Available At additional cost	Available At additional cost	Available At additional cost	Available At additional cost	Available At additional cost
PS NOW	Up to 2 hours / month	Up to 6 hours / month	Up to 9 hours / month	Up to 12 hours / month	Up to 14 hours / month	Up to 16 hours / month

ATTACHMENT E - SERVICE LEVEL AGREEMENT FOR RINGCENTRAL MVP SERVICES

This Service Level Agreement for MVP Services (the **"MVP SLA"**) is a part of the Master Services Agreement (the **"Agreement"**) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for RingCentral MVP Services.

Please note that RingCentral Office is now RingCentral MVP. All references to "RingCentral Office," whether in terms of service, advertising or product descriptions, mean "RingCentral MVP"

1. Overview

RingCentral will maintain the following performance levels:

	Performance Level
Voice Services Availability (Monthly Calculation)	99.999%
Quality of Voice Service (Monthly Calculation)	3.8 MOS Score

2. Minimum Eligibility

Customer is entitled to the benefits of this MVP SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the MVP Service Attachment with a minimum twelve (12) month Term. This MVP SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments**a. Calculation of Service Availability for Voice Services**

Service Availability = $[1 - ((\text{number of minutes of Down Time} \times \text{number of Impacted Users}) / (\text{total number users} \times \text{total number of minutes in a calendar month}))] \times 100$

Availability shall be rounded to nearest thousandth of a percent in determining the applicable credit. Service Credits for Down Time will not exceed 30% MRC.

b. Calculation of Service Credits

Customer is entitled to the Accelerated Service Credits calculated based on the table below:

b.1 Accelerated Service Credit Table

Voice Service Availability	Service Credits
≥ 99.999 %	0% MRC
≥ 99.500 and < 99.999%	5% MRC
≥ 99.000 and < 99.500%	10% MRC
≥ 95.000 and < 99.000%	20% MRC
< 95.000%	30% MRC

c. No Cumulative Credits

Where a single incident of Down Time affects MVP Services and any other Services provided by RingCentral and covered under a separate service level agreement executed between the parties, resulting in Service Credits under both agreements, Customer is entitled to claim Service Credits under one of the agreements, but not for both.

Service Credits to be paid under this MVP SLA will be calculated based on Customer's RingCentral MVP MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed the total MRC paid for the relevant Services.

d. Qualifying for Service Credits.

Service Credits for Down Time will accrue only to the extent:

- i. Down Time exceeds 1 minute;
- ii. Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the conclusion of the applicable Down Time period;
- iii. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
- iv. Customer is not in material breach of the Agreement, including its payment obligations.
- v. Customer must submit a written request for Service Credits to Customer Care within thirty (30) days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;

4. Quality of Service Commitments

- a. **Quality of Service Targets.** RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public WiFi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.
- b. **Quality of Service Report:** Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) business days.
- c. **Diagnostic Investigation:** If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.

- d. **Diagnostic Remediation.** Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

5. Chronic Service Failures

- a. **Service Availability:** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services during any three (3) calendar Months in any continuous 6-Month period, and customer has timely reported Down Time as set forth herein.
- b. **Quality of Service:** Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum 3.5 MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within four (4) months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
- c. To exercise its termination right under this MVP SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

6. Sole Remedy

The remedies available pursuant to this MVP SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this MVP SLA.

7. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- a) **"Down Time"** is an unscheduled period during which the Voice Services for RingCentral MVP on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.
- b) **"Impacted User"** means a user with a Digital Line affected by Down Time. In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of users with a Digital Line affected by Down Time, RingCentral will calculate the Impacted Users on a User-Equivalency basis as defined below.
- c) **"MOS"** means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides

a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the Voice Services.

- d) **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for MVP Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than MVP Services.
- e) **"Quality of Service Report"** means a technical report provided by RingCentral, detailing MOS and related technical information.
- f) **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN).
- g) **"Service Availability"** is the time for which Voice Services for RingCentral MVP are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth above.
- h) **"Service Credits"** means the amount that RingCentral will credit a Customer's account pursuant to this MVP SLA.
- i) **"Site"** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.
- j) **"Support Case"** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.
- k) **"Territory"** means those countries in which Customers subscribes to RingCentral MVP or Global MVP Services.
- l) **"User-Equivalency"** means the calculation made by RingCentral to estimate the percentage of the Voice Services impacted by the Down Time. RingCentral may use number of calls, network, device information, vendor and customer reports, and its own technical expertise to make these calculations.
- m) **"Voice Services"** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

ATTACHMENT F - SERVICE LEVEL AGREEMENT FOR CONTACT CENTER SERVICES

This Service Level Agreement for Contact Center Services (the “**Contact Center SLA**”) is a part of the Master Services Agreement (the “**Agreement**”) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for Contact Center Services.

1. Overview

RingCentral will maintain the Quality of Service for Contact Center Services at the performance levels as defined below:

	Core Services	Predictive Dialing	Workforce Optimization
Service Availability (Monthly Calculation)	99.99%	99.90%	99.50%
Maximum Credit	15% of MRC	20% of MRC	20% of MRC

2. Minimum Eligibility

Customer is entitled to the benefits of this Contact Center SLA only to the extent that Customer maintains a minimum of ten (10) Contact Center Seats under the Agreement with a minimum twelve (12) month Initial Term and twelve (12) month Renewal Term. This Contact Center SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

a. Calculation of Service Availability.

Service Availability = [1 – ((number of minutes of Down Time x number of impacted users) / (total number users x total number of minutes in a calendar month))] x 100

Availability shall be rounded to nearest hundredth of a percent in determining the applicable credit.

b. Calculation of Service Credits.

- i. Service Credits only begin to accrue after Service Availability falls below a certain percentage (shown in the tables below).
- ii. Customer is entitled to Core Services Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.99%	0% MRC
≥ 99.95 and ≤ 99.98%	5% MRC
≥ 99.90 and ≤ 99.94%	10% MRC
< 99.90%	15% MRC

- iii. Customer is entitled to Predictive Dialing Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.90%	0% MRC
≥ 99.00 and ≤ 99.89%	5% MRC
< 99.00%	20% MRC

- iv. Customer is entitled to Workforce Optimization Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.50%	0% MRC
≥ 99.00 and ≤ 99.49%	5% MRC
< 99.00%	20% MRC

- c. **Qualifying for Service Credits.** Service Credits for Down Time will accrue only to the extent:
 - i. Service Availability falls below the percentage for each relevant Contact Center Service as illustrated in the tables (above) under Calculation of Service Credits.
 - ii. Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the beginning of the applicable Down Time period;
 - iii. Customer must submit a written request for Service Credits to Customer Care within ten (10) business days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;
 - iv. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
 - v. Customer is not in material breach of the Agreement, including its payments obligations.
- d. **Finality of Decisions.** Credits may be issued in RingCentral’s sole reasonable discretion and will expire at the expiration or termination of the Agreement.

4. Chronic Service Failures

- a. **Service Availability:** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees if customer accrues Maximum Service Credits for Down Time for Contact Center Core Services during any three (3) calendar Months in any continuous 6-Month period, and customer has timely reported Down Time as set forth herein.
- b. To exercise its termination right under this Contact Center SLA, Customer must deliver written notice of termination to

RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

5. Sole Remedy

The remedies available pursuant to this Contact Center SLA (i.e., the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this Agreement. For the avoidance of doubt, this clause does not bar or otherwise limit the remedies Customer may otherwise have for RingCentral's breach of the Agreement, subject to the limitations therein.

6. Definitions

Definitions. Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- a) **"Automatic Call Distributor"** or **"ACD"** means a module that uses skills-based routing to route incoming calls, emails, chats, and other interactions to the best available agent.
- b) **"Contact Center Services"** include Core Services, Predictive Dialing Services, and Workforce Optimization.
- c) **"Core Services"** includes the following services:
 - (i) place or receive a domestic or international voice phone call over a Virtual Extension;
 - (ii) receive a call from an 8YY service on a Virtual Extension; and
 - (iii) contact routing services for ACD, IVR or outbound call campaigns,
 - (iv) client-side user interface and computer telephony interface APIs in order to receive or place a call, and
 - (v) all real-time communication channels to receive and send communications to customers through non-voice communication channels such as SMS and chat, if available and applicable.
- d) **"Down Time"** is an unscheduled period during which the Contact Center Services on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement.
- e) **"Interactive Voice Response"** or **"IVR"** means a module that allows customers to script automated voice interactions, accessing third party services and databases when needed to service the customer.
- f) **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Contact Center Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and

similar amounts, nor does it include any charges or fees for services other than Contact Center Services.

- g) **"Predictive Dialing Services"** includes the following features:
 - (i) Personal Connection™ Outbound Solution
 - (ii) Supplier Dialer,
 - (iii) Campaign Manager,
 - (iv) Agent Dialer, and
 - (v) Reporter.
- h) **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN). The RingCentral Network includes the facilities of underlying provider of the Contact Center Services subcontracted by RingCentral.
- i) **"Service Availability"** is the time for which Contact Center Services are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth below.
- j) **"Service Credits"** means the amount that RingCentral will credit a Customer's account pursuant to this Contact Center SLA.
- k) **"Support Case"** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.
- l) **"Workforce Optimization"** includes the following features:
 - (i) Supplier Workforce Manager,
 - (ii) Supplier Quality Management,
 - (iii) Supplier Performance Management,
 - (iv) Supplier Speech and Text Analytics.
- m) **"Virtual Extension"** refers to the access provided to the audio portion of the Contact Center Services, which allows the user for a Seat to place and receive calls.

ATTACHMENT G - RINGCENTRAL BUSINESS ASSOCIATE AGREEMENT

RingCentral and Customer hereby agree to the following terms and conditions of this Business Associate Agreement (this “**BAA**”), pursuant to the RingCentral Master Services Agreement (the “**Agreement**”) and is effective as of the execution date of this BAA (the “**BAA Effective Date**”). RingCentral and Customer may be individually referred to as a “**Party**” and collectively the “**Parties**”.

RECITALS

Whereas, Customer has, pursuant to the Agreement, purchased one or more services covered by this BAA listed in Annex A (the “**Services**”);

Whereas, Customer desires to comply with the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), as amended, along with applicable provisions of the Standards for Privacy of Individually Identifiable Health Information (the “**Privacy Rule**”) and applicable provisions of the Security Standards for the Protection of Electronic Protected Health Information (“**Security Rule**”) (collectively the “**HIPAA Rules**”) and, in compliance with the HIPAA Rules, Customer desires to safeguard Customer’s Personal Health Information (“**PHI**”) created, transmitted, received, or maintained by Customer using the Customer’s Account (“**Account**”);

Whereas, as a business associate (as that term is defined in the HIPAA Rules) RingCentral wishes to accommodate Customer’s desire to safeguard PHI that Customer creates, receives, transmits, or maintains using the RingCentral Services, by entering into this BAA, which meets the requirements of 45 C.F.R. §§ 164.314(a) and 164.504(e);

Now, therefore, in consideration of the mutual covenants and representations, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Obligations of RingCentral. RingCentral agrees:

- a) subject to the provisions of Section 2, to use and disclose Customer’s PHI only in connection with the provision of the Services purchased by Customer as part of or related to Customer’s Account(s), as required by law, or for any other purpose permitted by the Agreement, or this BAA, provided that RingCentral may not use or disclose Customer’s PHI in a manner that would violate the requirements of subpart E of 45 C.F.R. Part 164 if done by Customer;
- b) not to use or further disclose Customer’s PHI other than as permitted or required by this BAA, or as required by law;
- c) where required by the HIPAA Rules, to make reasonable efforts to use, disclose, and request only the minimum necessary amount of PHI;
- d) to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to the protection of Electronic PHI, to prevent use or disclosure of Customer’s PHI other than as provided for by this BAA;
- e) to report to Customer any use or disclosure of Customer’s PHI not provided for by this BAA of which RingCentral becomes aware, including any breach of unsecured PHI as required by 45 C.F.R. § 164.410, and any security incident involving Customer’s PHI of which RingCentral becomes aware; provided, however, that notwithstanding the foregoing, the Parties agree that this BAA serves as notification, and that no further notification is required, of the ongoing existence of Unsuccessful Security Incidents. For purposes of this BAA, an “**Unsuccessful Security Incident**” includes, without limitation, activity such as pings and other broadcast attacks on RingCentral’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as such activity does not result in unauthorized access, use, acquisition, or disclosure of Customer’s PHI;
- f) to ensure that any subcontractor that creates, receives, maintains or transmits Customer’s PHI on behalf of RingCentral agrees to substantially the same restrictions and conditions that apply to RingCentral with respect to such PHI, as required by the HIPAA Rules;
- g) to the extent that RingCentral has been delegated under the Agreement and is to carry out an obligation of Customer under Subpart E of 45 C.F.R. Part 164, RingCentral will comply with the requirement(s) of Subpart E of 45 C.F.R. Part 164 that apply to Customer in the performance of such delegated obligation;
- h) to the extent that: (i) Customer provides advanced written notice to RingCentral that RingCentral will maintain PHI in a “Designated Record Set” as defined in the HIPAA Rules (and with the understanding that the Parties do not intend for RingCentral to maintain PHI in a Designated Record Set); and (ii) the Designated Record Set (if any) maintained by RingCentral is not duplicative of records maintained by Customer; RingCentral agrees to:
 - a. upon receipt of a written request from Customer, make available to Customer to inspect and/or obtain a copy of Customer’s PHI maintained by RingCentral in a Designated Record Set, as required under 45 C.F.R. § 164.524, for so long as RingCentral maintains such PHI in a Designated Record Set; and

- b. upon receipt of a written request from Customer, provide such information to Customer for amendment and incorporate amendments to PHI maintained by RingCentral in a Designated Record Set as agreed to by Customer under 45 C.F.R. § 164.526, for so long as RingCentral maintains such PHI in a Designated Record Set.
 - i) to the extent no disclosure exceptions apply under 45 C.F.R. § 164.528, to maintain and to make available to Customer the information required for Customer to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
 - j) in the event any individual delivers directly to RingCentral a request for an amendment to PHI, access to PHI, or an accounting of disclosures of PHI, to promptly forward such individual request to Customer;
 - k) to make its internal practices, books, and records relating to the Use and Disclosure of Customer's PHI available to the Secretary (as defined in the HIPAA Rules) for purposes of determining Customer's compliance with 45 C.F.R Part 164, Subpart E; and
 - l) upon termination of this BAA for any reason, if feasible, to return or destroy all PHI received from Customer, or created or received by RingCentral on behalf of Customer, in connection with this BAA, to the extent it has not been already erased, returned or destroyed, and retain no copies thereof, or, if in RingCentral's opinion such return or destruction is not feasible, to extend the protections of this BAA to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.
2. **Permitted Uses and Disclosures of PHI.** Notwithstanding the other provisions of this BAA, RingCentral is permitted to use or disclose Customer's PHI for its proper management and administration of RingCentral services or to carry out its legal responsibilities, provided that RingCentral may only disclose PHI for such purposes if: (i) the disclosure is required by law or (ii) RingCentral obtains reasonable assurances from the person to whom the PHI is disclosed that the information will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies RingCentral when the confidentiality of the PHI has been breached.
3. **Obligations of Customer.** Customer will:
- a) as between the Parties, assume sole responsibility for obtaining any consent, authorization, or permission that may be required by the HIPAA Rules, or any other applicable laws or regulations prior to using the Services to create, receive, maintain, or transmit PHI, or otherwise provide PHI to RingCentral. Without limiting the foregoing, in the event Customer transmits PHI via text message, or any other method of electronic transmission of PHI (including email or any attachment to email) as part of the Services, Customer agrees to notify the patient whose PHI is to be transmitted that such transmission is not secure and to obtain such individual's consent or authorization, consistent with applicable law, before transmitting any such PHI;
 - b) use, disclose, request, and otherwise provide to RingCentral and RingCentral employees only the minimum amount of PHI necessary for RingCentral to provide Services;
 - c) notify RingCentral, in writing, of any limitation(s) in Customer's notice of privacy practices that may affect RingCentral's Use or Disclosure of Customer's PHI;
 - d) notify RingCentral, in writing, of any changes in, or revocation of, permission by an individual to use or disclose any of his or her PHI, to the extent that such changes may affect RingCentral's Use or Disclosure of Customer's PHI;
 - e) notify RingCentral, in writing, of any restriction on the use or disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect RingCentral's use or disclosure of Customer's PHI; and
 - f) not request that RingCentral use or disclose Customer's PHI in a manner that would not be permissible under the HIPAA Rules if done by Customer.
4. **Effect of Limitations and Restrictions.** The Parties agree that in the event RingCentral reasonably believes that any limitation(s) or restriction(s) on the use or disclosure of PHI disclosed by Customer pursuant to Section 3 may materially impair RingCentral's ability to provide Services or materially affect RingCentral's costs of providing Services, the Parties will promptly and in good faith negotiate an amendment to the Agreement that is necessary to adjust RingCentral's obligations and/or reflect RingCentral's increased costs. In the event such negotiations are unsuccessful, RingCentral may terminate this BAA and the Agreement without penalty or further obligation to RingCentral.
5. **Customer Integrations.**
- a) Notwithstanding any discussion or any provision to the contrary in any agreement between the Parties, this BAA applies only to Services offered by RingCentral as described in Annex A.
 - b) Pursuant to the limitations contained in the Agreement between the Parties and applicable RingCentral policies, Customer may choose to, at its own risk, use third party or Customer's own applications, services, devices, APIs, or any other technology (whether utilized by Customer or a third party on behalf of Customer and whether implemented by RingCentral or by Customer or by a third party) which integrate with the Services or that transfer data to or from the Services, including third-party communication channel used to receive or send messages (e.g. Instagram, Twitter, Email, etc.). ("**Customer Integrations**").
 - c) Customer understands and agrees that Customer Integrations are outside the scope of the Agreement and of this Business Associate Agreement.
 - d) Notwithstanding any provision to the contrary in any agreement between the Parties, RingCentral has no responsibility or liability for,

and expressly disclaims any warranties or representations relating to, any Customer Integrations.

- e) For the avoidance of doubt, RingCentral will have no obligations or liability for the privacy, security, confidentiality, availability, or integrity of any Customer Integrations, or any PHI or other data created, sent, received, processed, handled, stored, maintained, or transmitted in connection with any Customer Integrations or through any applications, services, devices, APIs, or any other technology not provided within RingCentral Services.

6. **Term.** The term of this BAA (the "**BAA Term**") commences on the BAA Effective Date and runs conterminously with the term of the Agreement, unless sooner terminated by either Party in accordance with Section 7.

7. Termination.

- a) Automatic BAA Termination. Termination or expiration of the Agreement for any reason will result in the termination of this BAA.
- b) Direct BAA Termination. In the event that either Party violates a material term of this BAA, the other Party may terminate the BAA, provided that the non-breaching Party provides written notice to the breaching Party of such breach and provides the breaching Party with an opportunity to cure the breach or end the violation. If such violation is not cured within thirty (30) days, the non-breaching Party may terminate this BAA. In the event that the BAA is terminated pursuant to this section, either Party may terminate the Agreement.

8. Miscellaneous.

- a) Definitions. All capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. Subject to the immediately foregoing sentence, any other terms that are not defined in this BAA or the Agreement but that are defined under the HIPAA Rules have the same meaning as defined under the HIPAA Rules. For purposes of this BAA, "**PHI**" means "protected health information" as that term is defined in the HIPAA Rules, limited to such information created, received, maintained, or transmitted by RingCentral for or on behalf of Customer.
- b) No Third Party Beneficiaries. Nothing in this BAA, express or implied, is intended to confer or will confer upon any person or entity other than the Parties any right, benefit, or remedy as a third party beneficiary or by any other nature whatsoever under or by reason of this BAA.
- c) Notices. All notices or other communications to be given under this BAA are deemed given when emailed.

To Customer: The postal and email address on file at the time of notice for an Account.

To RingCentral: RingCentral, Inc.

Attn.: Legal Department
20 Davis Drive
Belmont, California 94002
HIPAA@ringcentral.com

- d) Modification. No modification or amendment of this BAA will be effective unless set forth in a document specifically referencing this BAA that is executed by both Parties.
- e) Counterparts. This BAA may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- f) Entire Agreement. RingCentral will be bound by the terms of this BAA only to the extent that: (i) Customer is a "Covered Entity" or "Business Associate" (as these terms are defined in the HIPAA Rules) pursuant to HIPAA; and (ii) RingCentral is acting as Customer's "Business Associate" (as that term is defined in the HIPAA Rules) pursuant to HIPAA. This BAA, together with the Agreement, states the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

ANNEX A

LIST OF RINGCENTRAL SERVICES COVERED BY THIS BAA

If purchased, the following Services are covered by this BAA:

- RingCentral Fax
- RingCentral MVP
- RingCentral Contact Center
- RingCentral Video (RCV)
- RingCentral Engage Voice
- RingCentral Engage Digital (third party channel communications excluded)

ATTACHMENT H - RingCentral Security Addendum**1. Scope**

This document describes the Information Security Measures ("Measures") that RingCentral has in place when processing Protected Data through RingCentral Services.

2. Definitions

For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

- a. **"Ring Central Services"**, or **"Services"**, means services offered by RingCentral and acquired by the Customer.
- b. **"Customer"** means the entity that entered into the Agreement with RingCentral.
- c. **"Protected Data"** means Customer and partner data processed by RingCentral Services, as defined in the applicable RingCentral DPA or Agreement, including "personal data" and "personal information" as defined by applicable privacy laws, confidential data as defined in the Agreement, account data, configuration data, communication content including messages, voicemail, and video recording.
- d. **"Agreement"** means the agreement in place between RingCentral and the Customer for the provision of the Services.
- e. **"Personnel"** means RingCentral employees, contractors or subcontracted Professional Services staff.

3. Information Security Management**a. Security Program.**

RingCentral maintains a written information security program that:

- i. Includes documented policies or standards appropriate to govern the handling of Protected Data in compliance with the Agreement and with applicable law.
- ii. Is managed by a senior employee responsible for overseeing and implementing the program.
- iii. Includes administrative, technical and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of Protected Data.
- iv. Is appropriate to the nature, size, and complexity of RingCentral's business operations.

b. Security Policy Management.

RingCentral's security policies, standards and procedures

- i. Align with information security established industry standards.
- ii. Are subject to ongoing review.
- iii. May be revised to reflect changes in industry best practices.

c. Risk Management.

RingCentral

- i. Performs cybersecurity risk assessments to identify threats to their business or operations at least annually.
- ii. Updates RingCentral policies, procedures and standards as needed to address threats to RingCentral's business or operations.

4. Independent security assessments**a. External Audit.**

RingCentral

- i. Uses qualified independent third-party auditors to perform security audits covering systems, environments and networks where Protected Data is processed, including
 - a. SOC2 Type II
 - b. IES/ISO 27001.
- ii. maintains additional audits and compliance certifications as appropriate for RingCentral's business and as identified at www.ringcentral.com/trust-center.html.

b. Distribution of Reports.

Copies of relevant audit reports and certifications

- i. Will be provided to Customer on request,
- ii. Are subject to Non-Disclosure Agreement.

c. Annual Risk Assessment Questionnaire.

Customer may, on one (1) occasion within any twelve (12) month period, request that RingCentral complete a third-party risk assessment questionnaire within a reasonable time frame.

In case of conflict between this section and the equivalent section in the RingCentral DPA, the DPA takes precedence.

5. Human Resource Security

a. Background Checks.

RingCentral requires pre-employment screenings of all employees. RingCentral ensures criminal background searches on its employees to the extent permitted by law. Each background check in the US includes:

- i. An identity verification (SSN trace).
- ii. Criminal history checks for up to seven (7) years for felony and misdemeanors at the local, state, and federal level, where appropriate.
- iii. Terrorist (OFAC) list search, as authorized by law.

Internationally, criminal history checks are conducted as authorized by local law.

Background checks are conducted by a member of the National Association of Professional Background Screeners or a competent industry-recognized company in the local jurisdiction.

b. Training.

RingCentral will ensure that all employees including contractors

- i. Complete annual training to demonstrate familiarity with RingCentral's security policies.
- ii. Complete annual training for security and privacy requirements, including CyberSecurity awareness, GDPR, and CCPA.
- iii. Have the reasonable skill and experience suitable for employment and placement in a position of trust within RingCentral.

c. Workstation Security.

RingCentral ensures that:

- i. RingCentral employees either use RingCentral owned and managed devices in the performance of their duties or Bring Your Own Device (BYOD) device.
- ii. All devices, whether RingCentral owned and managed or Bring Your Own Device (BYOD) device, are enrolled in the full RingCentral managed device program.

d. Data Loss Prevention.

RingCentral employs a comprehensive system to prevent the inadvertent or intentional compromise of RingCentral data and Protected Data.

e. Due Diligence over Sub-Contractors.

RingCentral will:

- i. maintain a security process to conduct appropriate due diligence prior to engaging sub-contractors.
- ii. assess the security capabilities of any such sub-contractors on a periodic basis to ensure subcontractors' ability to comply with the Measures described in this document.
- iii. apply written information security requirements that oblige sub-contractors to adhere to RingCentral's key information security policies and standards consistent with and no less protective than these Measures.

f. Non-disclosure.

RingCentral ensures that employees and contractors/sub-contractors who process Protected Data are bound in writing by obligations of confidentiality.

6. Physical Security

a. General.

RingCentral

- i. Restricts access to, controls, and monitors all physical areas where RingCentral Services process Protected Data ("Secure Areas").
- ii. Maintains appropriate physical security controls on a 24-hours-per-day, 7-days-per-week basis ("24/7").
- iii. Revokes any physical access to Secure Areas promptly after the cessation of the need to access buildings and system(s).
- iv. Performs review of access rights on at least an annual basis.

b. Access and Authorization Processes.

RingCentral maintains a documented access authorization and logging process. The authorization and logging process will include at minimum:

- i. Reports detailing all access to Secure Areas, including the identities and dates and times of access.
- ii. Reports to be maintained for at least one year as allowed by law.
- iii. Video surveillance equipment to monitor and record activity at all Secure Areas entry and exit points on a 24/7 basis to the extent permitted by applicable laws and regulations.
- iv. Video recording to be maintained for at least 30 days or per physical location provider's policies.

c. Data Centers.

To the extent that RingCentral is operating or using a data center, RingCentral ensures that physical security controls are in alignment with industry standards such as ISO 27001 and SSAE 16 or ISAE 3402 or similar standard including:

- i. Perimeter security including fencing/barriers and video surveillance.
- ii. Secure access including security guard/reception.
- iii. Interior access controlled through RFID cards, 2FA, anti-tailgating controls.
- iv. Redundant utility feeds and support for continuous delivery through backup systems.
- v. Redundant network connection from multiple providers.

7. Logical Security

a. User Identification and Authentication.

RingCentral

- i. Maintains a documented user management lifecycle management process that includes manual and/or automated processes for approved account creation, account removal and account modification for all Information Resources and across all environments.
- ii. Ensures that RingCentral users have an individual accounts for unique traceability.
- iii. Ensures that RingCentral users do not use shared accounts; where shared accounts are technically required controls are in place to ensure traceability.
- iv. RingCentral user passwords are configured aligned with current NIST guidance.

For the customer facing applications, Customers may choose to integrate with SSO (Single Sign on) so that Customer retains control over their required password settings including Customer's existing MFA/2FA solutions.

b. User Authorization and Access Control.

RingCentral

- i. Configures remote access to all networks storing or transmitting Protected Data to require multi-factor authentication for such access.
- ii. Revokes access to systems and applications that contain or process Protected Data promptly after the cessation of the need to access the system(s) or application(s).
- iii. Has the capability of detecting, logging, and reporting access to the system and network or attempts to breach security of the system or network.

RingCentral employs access control mechanisms that are intended to:

- i. Limit access to Protected Data to only those Personnel who have a reasonable need to access said data to enable RingCentral to perform its obligations under the Agreement.
- ii. Prevent unauthorized access to Protected Data.
- iii. Limit access to users who have a business need to know.
- iv. Follow the principle of least privilege, allowing access to only the information and resources that are necessary; and
- v. Perform review access controls on a minimum annual basis for all RingCentral's systems that transmit, process, or store Protected Data.

8. Telecommunication and Network Security

a. Network Management.

RingCentral

- i. Maintains network security program that includes industry standard firewall protection and two-factor authentication for access to RingCentral's networks.
- ii. Deploys an Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) to generate, monitor, and respond to alerts which could indicate potential compromise of the network and/or host.
- iii. Monitors web traffic from the Internet and from internal sources to detect cyber-attacks including Distributed Denial of Service (DDoS) attacks against web sites / services and to block malicious traffic.

b. Network Segmentation.

RingCentral

- i. Implements network segmentation between the corporate enterprise network and hosting facilities for Services.
- ii. Ensures separation between environments dedicated to development, staging, and production.
- iii. Restricts access between environments to authorized devices.
- iv. Controls configuration and management of network segregation and firewall rules through a formal request and approval process.

c. Network Vulnerability Scanning.

RingCentral

- i. Runs internal and external network vulnerability scans against information processing systems at least quarterly.

- ii. Evaluates findings based on (where applicable) CVSS score and assessment of impact, likelihood and severity.
- iii. Remediates findings following industry standard timelines.

9. Operations Security

a. Asset Management.

RingCentral

- i. Maintains an accurate and current asset register covering hardware and software assets used for the delivery of services.
- ii. Maintains accountability of assets throughout their lifecycle.
- iii. Maintains processes to wipe or physically destroy physical assets prior to their disposal.

b. Configuration Management.

RingCentral:

- i. Maintains baseline configurations of information systems and applications based on industry best practices including
 - a. Removal of all vendor-provided passwords
 - b. Remove/disable unused services and settings
 - c. Anti-malware/endpoint protection as technically feasible.
- ii. Enforces security configuration settings for systems used in the provision of the Services.
- iii. Ensures that clocks of all information processing systems are synchronized to one of more reference time sources.

c. Malicious Code Protection.

- i. To the extent practicable, RingCentral has endpoint protection in place, in the form of Endpoint Detection and Response (EDR) and/or antivirus software, installed and running on servers and workstations.
- ii. EDR alerts are monitored and immediate action is taken to investigate and remediate any abnormal behavior.
- iii. Where used, antivirus software will be current and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.

d. Vulnerability, Security Patching.

RingCentral

- i. Monitors for publicly disclosed vulnerabilities and exposures for impact to Supplier's information systems and products.
- ii. Ensures quality assurance testing of patches prior to deployment.
- iii. Ensures that all findings resulting from network vulnerability scanning and relevant publicly disclosed vulnerabilities and exposures are remediated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

e. Logging and Monitoring.

RingCentral shall ensure that:

- i. All systems, devices or applications associated with the access, processing, storage, communication and/or transmission of Protected Data, generate audit logs.
- ii. Access to Protected Data is logged.
- iii. Logs include sufficient detail that they can be used to detect significant unauthorized activity.
- iv. Logs are protected against unauthorized access, modification and deletion.
- v. Logs are sent to a centralized location for aggregation and monitoring.

10. Software Development and Maintenance

a. Secure development lifecycle.

RingCentral:

- i. Applies secure development lifecycle practices, including, during design, development and test cycles.
- ii. Ensures that products are subject to security design review including threat considerations and data handling practices.
- iii. Ensures that Services are subject to a secure release review prior to promotion to production.

b. Security Testing.

As part of the secure development lifecycle, RingCentral

- i. Performs rigorous security testing, including, as technically feasible,
 - a. static code analysis,
 - b. source code peer reviews,
 - c. dynamic and interactive security testing and

- d. security logic, or security "QA" testing.
- ii. Ensures that Internet-facing applications are subject to application security assessment reviews and testing to identify common security vulnerabilities as identified by industry-recognized organizations (e.g., OWASP Top 10 Vulnerabilities, CWE/SANS Top 25 vulnerabilities).
- iii. For all mobile applications (i.e. running on Android, Blackberry, iOS, Windows Phone) that collect, transmit or display Protected Data, conducts an application security assessment review to identify and remediate industry-recognized vulnerabilities specific to mobile applications.
- iv. Does NOT use Protected Data for testing.
- v. Makes all reasonable effort to identify and remediate software vulnerabilities prior to release.

c. Annual Penetration Testing.

RingCentral

- i. Engages qualified, independent third-party penetration testers to perform annual penetration test against its Products and environments where Protected Data is hosted.
- ii. Requires sub-processors to perform similar penetration testing against their systems, environments and networks.
- iii. Ensures remediation of all findings in a commercially reasonable period of time.

d. Product Vulnerability Management.

RingCentral

- i. Uses commercially reasonable efforts to regularly identify software security vulnerabilities in RingCentral Services.
- ii. Provides relevant updates, upgrades, and bug fixes for known software security vulnerabilities, for any software provided or in which any Protected Data is processed.
- iii. Ensures that all findings resulting from internal and external testing are evaluated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

e. Open Source and Third-Party Software.

RingCentral

- i. Maintains an asset registry of all third-party software (TPS) and open source software (OSS) incorporated into the Services.
- ii. Uses commercially reasonable efforts to ensure the secure development and security of open source software and third-party software used by RingCentral.
- iii. Uses commercially reasonable efforts to evaluate, track and remediate vulnerabilities of open source software (OSS) and other third party libraries that are incorporated into the Services.

11. Data Handling

a. Data Classification

RingCentral maintains data classification standards including

- i. Public data, data that is generally available or expected to be known to the public.
- ii. Confidential data, data that is not available to the general public.

Protected Data is classified as RingCentral Confidential Data.

b. Data Segregation.

RingCentral

- i. Ensures physical or logical segregation of Protected Data from other customers' data.
- ii. Ensures physical separation and access control to segregate Protected Data from RingCentral data.

c. Encryption of Data.

RingCentral

- i. Shall ensure encryption of Protected Data in electronic form in transit over all public wired networks (e.g., Internet) and all wireless networks (excluding communication over Public Switch Telephone Networks).
- ii. Excepting the Engage Communities feature of Engage Digital, shall ensure encryption of Protected Data in electronic form when stored at rest.
- iii. Uses industry standard encryption algorithms and key strengths to encrypt Protected Data in transit over all public wired networks (e.g., Internet) and all wireless networks.

d. Destruction of Data.

RingCentral shall

- i. Ensure the secure deletion of data when it is no longer required.

- ii. Ensure that electronic media that has been used in the delivery of Services to the Customer will be sanitized before disposal or repurposing, using a process that assures data deletion and prevents data from being reconstructed or read.
- iii. Destroy any equipment *containing* Protected Data *that is damaged or non-functional*.

12. Incident Response

RingCentral's incident response capability is designed to comply with statutory and regulatory obligations governing incident response. As such, RingCentral

- i. Maintains an incident response capability to respond to events potentially impacting the confidentiality, integrity and/or availability of Services and/or data including Protected Data.
- ii. Has a documented incident response plan based on industry best practices.
- iii. Has a process for evidence handling that safeguards the integrity of evidence collected to including allowing detection of unauthorized access to, and
- iv. Will take appropriate steps and measures to comply with statutory and regulatory obligations governing incident response.

When RingCentral learns of or discovers a security event which impacts Protected Data, RingCentral will notify Customer without undue delay and will take commercially reasonable steps to isolate, mitigate, and/or remediate such event.

13. Business Continuity and Disaster Recovery

a. Business Continuity.

RingCentral

- i. Ensures that responsibilities for service continuity are clearly defined and documented and have been allocated to an individual with sufficient authority.
- ii. Has a business continuity plan (BCP) in place designed to provide ongoing provision of the Services to Customer.
- iii. Develops, implements, and maintains a business continuity management program to address the needs of the business and Services provided to the Customer. To that end, RingCentral completes a minimum level of business impact analysis, crisis management, business continuity, and disaster recovery planning.
- iv. Ensures that the scope of the BCP encompasses all relevant locations, personnel and information systems used to provide the Services.
- v. Ensure that its BCP includes, but is not limited to, elements such location workarounds, application workarounds, vendor workarounds, and staffing workarounds, exercised at minimum annually.
- vi. Reviews, updates and tests the BCP at least annually.

b. Disaster Recovery.

RingCentral

- i. Maintains a disaster recovery plan, which includes, but is not limited to, infrastructure, technology, and system(s) details, recovery activities, and identifies the people/teams required for such recovery, exercised at least annually.
- ii. Ensures that the disaster recovery plan addresses actions that RingCentral will take in the event of an extended outage of service.
- iii. Ensures that its plans address the actions and resources required to provide for (i) the continuous operation of RingCentral, and (ii) in the event of an interruption, the recovery of the functions required to enable RingCentral to provide the Services, including required systems, hardware, software, resources, personnel, and data supporting these functions.

ATTACHMENT I - RingCentral Data Processing Addendum

This Data Processing Addendum ("DPA") is made by and between RingCentral and Customer (each a "Party", together the "Parties"), and is supplemental to the agreement executed between the Parties to which it is attached ("Agreement") for the provision of the Services (as defined below) to Customer.

Capitalized terms used but not defined in this DPA have the same meanings as set out in the Agreement.

1. Definitions

1.1 For the purposes of this DPA:

- (a) "**Affiliate**" means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and "control" means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.
- (b) "**Agreement**" means the main written or electronic agreement between Customer and RingCentral for the provision of any of the RingCentral services to the Customer (each a "Service" and collectively the "Services").
- (c) "**Applicable Data Protection Laws**" means all data protection and privacy laws applicable to RingCentral in the processing of Personal Data under this DPA.
- (d) "**Controller**" shall mean the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- (e) "**Customer Personal Data**" means any Personal Data that RingCentral processes as a processor under the Agreement.
- (f) "**Personal Data**" means any information relating to an identified or identifiable natural person, as defined by Applicable Data Protection Law.
- (g) "**Processor**" means the entity which processes Personal Data on behalf of the Controller.
- (h) "**Security Incident**" means a breach of security leading to any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Personal Data that compromises the privacy, security, or confidentiality of such Personal Data.

2. Scope of DPA

2.1 This DPA will apply to the extent that RingCentral processes Customer Personal Data on behalf of a Customer as a processor, as defined by Applicable Data Protection Law, where such processing is further detailed in Annex I. Any processing of Personal Data as a Controller by RingCentral is out of scope of this DPA.

3. Roles and Responsibilities

3.1 Parties' Roles. As between the Parties and for the purposes of this DPA Customer shall be the Controller of the Customer Personal Data processed by RingCentral under the Agreement as a processor on Customer's behalf. RingCentral will comply with the obligations of a Controller under the GDPR to the extent it processes Personal Data as a Controller for RingCentral's legitimate business purposes, including as necessary for the operation of the offered cloud-based communications, and as necessary to comply with applicable law.

3.2 Obligations of the Customer. Customer undertakes to:

- (a) Ensure that it may lawfully disclose the Customer Personal Data to RingCentral for the purposes set out in the Agreement.
- (b) Comply with applicable data protection laws in its use of the Services, and its own collection and processing of Personal Data including Customer Personal Data; and
- (c) Process special categories of Personal Data or sensitive data (as defined by Applicable Data Protection Laws), or Personal Data concerning children or minors, or related to criminal convictions and offenses, lawfully and relying on a valid legal basis in accordance with Applicable Data Protection Laws. The Parties acknowledge that the Services are not designed to recognize and/or classify such data.

3.3 Purpose Limitation

(a) Except where otherwise required by applicable law, RingCentral shall process the Customer Personal Data (i) in accordance with Customer's documented instructions (which instructions are set out in the Agreement, this DPA and Customer's configuration and use of the Services, in accordance with the applicable terms of use), (ii) for the purposes of providing, monitoring, supporting, improving, and maintaining the Services.

(b) RingCentral shall not engage in the sale of any Personal Data.

3.4 Confidentiality of Processing. RingCentral shall ensure that any person that it authorizes to process the Customer Personal Data shall be subject to a duty of confidentiality (either a contractual or a statutory duty).

3.5 Security. RingCentral will maintain appropriate technical and organizational security measures to safeguard the security of Customer Personal Data. RingCentral will maintain an information security and risk management program based on commercial best practices to preserve the confidentiality, integrity and accessibility of Customer Personal Data with administrative, technical and physical measures conforming to generally recognized industry standards and practices.

3.6 Security Incidents. Upon becoming aware of a Security Incident, RingCentral shall notify Customer without undue delay at the contact information that Customer has provided in the Administrative Portal and shall provide such timely information as Customer may reasonably require, including to enable Customer to fulfill any data breach reporting obligations under Applicable Data Protection Laws.

3.7 Provision of Security Reports. RingCentral will select an independent, qualified third-party auditor to conduct, at RingCentral's expense, at least annual audits of the security of the Services and environments, in accordance with internationally recognized standards such as ISO27001, the SOC 2, Type II standards or its equivalent. Upon Customer request and under Non-Disclosure Agreement, RingCentral will provide a copy of the most recent audit reports (or similar security attestation) to document compliance with the foregoing requirement, where such certification is available. Such audit report is RingCentral's Confidential Information and Customer will not distribute to any third party without RingCentral's written approval.

3.8 Deletion or Return of Data. Upon termination or expiry of the Agreement, RingCentral shall delete Customer Personal Data (including copies) in RingCentral's possession or, at Customer's request, provide options to return the Personal Data to the customer, save to the extent that RingCentral is required by applicable law to retain some or all of the Customer Personal Data.

4. **GDPR Obligations**

4.1 Applicability. This Section 4 and the RingCentral Security Addendum at <https://netstorage.ringcentral.com/documents/trust-center-security-addendum.pdf> shall apply to the processing of Customer Personal Data that is subject to the protection of the EU General Data Protection Regulation ("GDPR").

4.2 Sub-processors. Customer agrees that RingCentral and its Affiliates may engage RingCentral Affiliates and third- party sub-processors (collectively, "**Sub-processors**") to process the Personal Data on RingCentral's behalf. Depending on the scope and the nature of the sub-processing, RingCentral shall impose data protection terms on such Sub-processors that protect Customer Personal Data to an equivalent standard provided for by this DPA and shall remain liable for any breach of the DPA caused by a Sub-processor. The Sub-processors engaged by RingCentral in respect of each of the Services at the time of the Agreement are noted on the RingCentral Sub-processor list available at <https://www.ringcentral.com/legal/dpa-subprocessor-list.html>.

4.3 Sub-processor Notification. RingCentral may, by giving reasonable notice to the Customer, add or replace the Sub-processors. If the Customer objects to the appointment of an additional Sub-processor within thirty (30) calendar days of such notice on reasonable grounds relating to the protection of the Customer Personal Data, then the Parties will discuss such concerns with a view to achieving resolution. If such resolution cannot be reached, then RingCentral will either not appoint the Sub-processor or, if this is not possible, Customer will be entitled to suspend or terminate the affected RingCentral Service without penalty with a thirty (30) day written notice to RingCentral. Notwithstanding the foregoing, in the event of an unforeseeable force majeure (such as a RingCentral Sub-processor failure) that can provoke a degradation or interruption of the Service, RingCentral reserves the right to immediately change the failing Sub-processor in order to maintain or restore the standard conditions of the Service. In this situation, the notification of Sub-processor change may be exceptionally sent after the change.

- 4.4 Cooperation and Data Subjects' Rights. It is the Customer's responsibility to respond to any data subject request. Some of the RingCentral Services may provide direct technical means to enable Customer to fulfil its duties to respond to requests from data subjects under Applicable Data Protection Laws. If Customer is unable to address the data subject's request through such technical means, or where such functionality is not available, RingCentral shall, taking into account the nature of the processing, provide reasonable assistance to Customer, to enable Customer to respond to such data subject requests. In the event that such request is made directly to RingCentral, RingCentral shall promptly direct the data subject to contact the Customer.
- 4.5 Data Protection Impact Assessments. RingCentral shall, to the extent required by the GDPR, and upon Customer's request and at Customer's expense, provide Customer with reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out under GDPR in relation to the scope of the Services.
- 4.6 International Transfers. RingCentral may transfer and process Customer Personal Data outside the European Economic Area ("EEA"), Switzerland, or the United Kingdom, in accordance with the published Sub-Processor list, to locations where RingCentral, its Affiliates or its Sub-processors maintain data processing operations. To the extent that RingCentral processes (or causes to be processed) any Customer Personal Data originating from the EEA, Switzerland, or the United Kingdom in a country that has not been recognized by the European Commission as providing an adequate level of protection for Customer Personal Data, RingCentral will comply with the European Economic Area, Swiss, and United Kingdom data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area, Switzerland, and the United Kingdom, and shall put in place such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Laws, which include the execution of the EU Commission's Standard Contractual Clauses, or the putting in place of any other valid transfer mechanism under Applicable Data Protection Laws. The Customer hereby grants a general mandate to RingCentral to conclude the Standard Contractual Clauses on behalf of the Customer with its Sub-processors outside of the EEA.
- 4.7 Audits.
- (a) Both Parties acknowledge that it is the Parties' intention ordinarily to rely on the provision of the security reports at Section 3.7 above to verify RingCentral's compliance with this DPA.
 - (b) Additionally, upon request from Customer, but not more than once during each 12-month period, RingCentral shall complete a Customer provided information security program questionnaire, limited in scope to the actual services/environments related to the Services provided to Customer ("Security Review").
 - (c) After Customer's review of RingCentral's audit report or similar attestation, and of the completed information security questionnaire (including any changes introduced by RingCentral to address any gaps), if, to the extent required by the GDPR, additional information is reasonably necessary to demonstrate compliance with RingCentral's obligations pursuant to Applicable Data Protection Laws and this DPA, Customer may request in writing to perform an audit (including inspections) of RingCentral pursuant to the audit request procedure below, no more than once every twelve (12) month period, unless a supervisory authority specifically requires that an audit is carried out of RingCentral or in response to a Security Incident.
 - (d) In order to exercise its right to audit pursuant to this section, Customer must provide RingCentral with a written, detailed request, including the explanation of gaps in RingCentral's provided audit reports and in the Security Review that render the audit necessary to demonstrate RingCentral's compliance with this DPA or with applicable law.
 - (e) The audit may be performed by Customer or a third-party auditor (any such third party under strict confidentiality obligations, including requirements that individual auditors appointed have not performed audits of any of RingCentral's competitors in the previous twelve (12) months and that they will be prohibited from performing such audits in the twelve (12) months following RingCentral's audit) solely at Customer's expense. RingCentral may object in writing to any third-party auditor if the auditor is, in RingCentral's reasonable opinion, not suitably qualified or independent, a competitor of RingCentral, or otherwise manifestly unsuitable. Any such objection by RingCentral will require Customer to appoint another auditor or conduct the audit itself.
 - (f) RingCentral and Customer will agree in advance upon the scope and timing of the audit, to protect the confidential and proprietary Information of RingCentral and other Parties, to minimize disruption to RingCentral's business, to limit the scope

to the actual services/environments related to the Services provided to Customer, and to agree on a reasonable duration of the audit.

- (g) The audit performance will occur during regular business hours for the RingCentral personnel involved and the Parties agree that RingCentral will make available material for Customer's review, but not for Customer to retain. RingCentral may charge a reasonable fee for costs incurred in connection with any such audit based on RingCentral's professional services rates, unless the audit shows a material breach on the part of RingCentral. RingCentral will provide Customer with details of any applicable fee, and the basis of its calculation, in advance of any such audit.
- (h) All information provided or made available to Customer pursuant to this section shall be deemed Confidential Information of RingCentral.

4.8 Data Disclosure Requests. If RingCentral receives a request from a law enforcement or other government authority to disclose Personal Data that RingCentral is processing on the Customer's behalf, RingCentral will notify and provide the Customer with the details of the data disclosure request prior to disclosing any Personal Data, unless legally prohibited or where an imminent risk of serious harm exists that prohibits prior notification.

5. Miscellaneous

- 5.1 Unless the above explicitly states otherwise the terms and conditions of the Agreement shall apply to the DPA. In case of any conflict between the terms of the Agreement and the terms of this DPA, the terms of this DPA prevails with regard to data processing activities.
- 5.2 The governing law and forum that apply to the Agreement also apply to this DPA.
- 5.3 Contact information for privacy inquiries: privacy@RingCentral.com.

Annex 1

DESCRIPTION OF THE PROCESSING

RingCentral is a provider of

1. cloud-based communications and collaboration services for high-definition voice, video, SMS, chat messaging and collaboration, conferencing, online meetings, and fax;
2. an omni-channel customer communication management platform that unifies all customer-facing communication channels, including voice, email, SMS, website, mobile app, chat and social media communications, onto a single platform, enabling community responses to customer service inquiries;

hereinafter collectively (the “**Services**”).

The data processing impacts the following categories of data subjects:

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other individuals who are involved in or referred to in the content of communications or collaborations taking place through the Customer's use of the Services.

The categories of Customer Personal Data processed include:

- Identification information for Customer’s administrator, contact information, such as address, telephone number (fixed and mobile), e-mail address, and fax number, employment information, such as job title and business role.
- Identification information for anyone, including Customers’ employees, who uses the Services at the request of and in connection with the business of the Customer, including telephone number (fixed and mobile) and email address.
- Call detail records, including numbers of the calling and the receiving party, start date and time of the call, duration of the call.
- For Services such as RingCentral Contact Center, RingCentral Engage Digital and/or RingCentral Engage Voice, and RingCentral Engage Digital Communities:
 - Identification information for end users such as full name, gender, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title) and company name.
 - Identification information of Customer's employees or authorized users or other third-party contributors, including name and e-mail address.
 - Content published on communication channels connected to the Services, including public information on social media channels connected to the Service.
 - Content published on the online sharing space, including any public posts and private messages.
- Any other Customer Personal Data that the Customer, its authorized users or third parties involved in the communications choose in their sole discretion to include in the content of the communications that are sent and received using the Services.

Special Categories of Customer Personal Data

The Services are not designed to recognize and/or classify data as special categories of data or sensitive data (as defined in the GDPR or in other Applicable Data Protection Laws), nor as Personal Data concerning children or minors, or related to criminal convictions and offenses. Insofar as Customer processes special categories of Personal Data, Customer undertakes to process this category of Personal Data lawfully, and in particular to rely on a valid legal basis in accordance with Applicable Data Protection Laws.

Processing Operations

RingCentral processes Customer Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, including any ancillary or related Services under the scope of the Agreement, for the purposes of publishing content on public/private communications channels, for customer relationship management, user management, and customer support. RingCentral publishes authorized users' content onto the public or private communication channels connected to their platform and synchronizes end user content from the same channels. RingCentral stores and displays Customer information and conversations history to the authorized users.

Customer Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

Read and understood.

1.1 Requirement

The University of California (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), is requesting proposals for Print Goods and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“**Master Agreement**”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“**Public Agencies**”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

RingCentral plans to work with OMNIA to make available and provide all required marketing material. This will be co-branded as needed as well. We have already done co-branding of such materials for private sector with OMNIA and those examples are available upon request.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, Operations & Support.

RingCentral has an overall partnership manager in place already with OMNIA Partners. Derek Morgan has been working with the Private Sector side of OMNIA and will remain in place as the Director of Partner Development overall. Naveed Husain (VP of Vertical Programs) will also directly support and Executive sponsor the Public Sector relationship. Public Sector is a defined vertical for RingCentral and we have a dedicated salesforce as well. RingCentral will work proactively with OMNIA and their Director of Partner Development to drive all aspects of Sales, Marketing, Contracting, Training, Operations and Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

RingCentral looks forward to working in conjunction with the OMNIA Marketing team to deliver, PDF, PowerPoint, collateral material supporting all of our services. We also have teams that can assist with e-mail campaigns, and other marketing cadence including outbound calling. We will work directly with OMNIA to ensure that this is a very coordinated effort.

B. Website

RingCentral will work in concert with OMNIA to deliver any needed content of message to the OMNIA website and University of California. We will comply with the publishing of our response as required in this response. We have worked with OMNIA in the past to provide a repository of marketing information on internal websites as well.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

C. Trade shows/conferences/meetings

RingCentral will actively participate in all trade shows, conferences and meetings that are required and make business sense for growing and promoting this partnership. RingCentral has a long history of partnership and investment in this regard with OMNIA Private Sector.

D. Advertising

RingCentral will work with OMNIA to determine when and where Advertising makes sense to promote this contract.

E. Social Media

RingCentral has a team that helps our corporation engage on Social Media. The services is deemed “RingSocial” and allows employees to push communications out to LinkedIn and other Social Media outlets to promote press releases and other announcements.

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual

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volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

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D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

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3.1 Company

A. Brief history and description of Supplier.

RingCentral, Inc. (RingCentral) is a leading provider of software-as-a-service, or SaaS, solutions for business communications. We believe that our innovative, cloud-based approach disrupts the large market for communications solutions by providing flexible and cost-effective services that support a distributed workforce, mobile employees and the proliferation of “bring-your-own” communications devices. We enable convenient and effective communications for our customers across all their locations, all their employees, all the time, thus fostering a more productive and dynamic workforce. RingCentral Office®, our flagship service, is a multi-user, enterprise-grade communications solution that enables our customers and their employees to communicate via voice, text and fax, on multiple devices, including smartphones, tablets, PCs and desk phones.

RingCentral has been implementing its services domestically since 2003 and began implementing international businesses in 2013. We are currently servicing more than 385,000 private and public sector customers. We serve customers with more than 10,000 users, as well as entities with just a couple of employees. Our enterprise segment is the fastest growing segment of our business. RingCentral is the fastest growing company in the industry and has an A+ rating with the Better Business Bureau for the past 9 years. As the largest cloud-VoIP provider, RingCentral handles over 4 billion minutes of voice traffic annually, providing 99.999% availability and 3.8+ MOS SLAs.

RingCentral is a 100% cloud provider of unified communications and collaboration (UCC) and contact center and now offers the most comprehensive capabilities including a fully featured Cloud PBX, web meetings, audio and video conferencing, team messaging and collaboration, fax, SMS, QOS reporting and more. Our cloud-based contact center platform provides customers with inbound, outbound, blended omni-channel and Workforce Optimization capabilities. As a result, we have been recognized by many leading analysts, including earning the Leader in the 2015, 2016, 2017, 2018 and 2019 Gartner Worldwide Magic Quadrant Report <https://www.ringcentral.com/lp/gartner-magic-quadrant.html> as well as the Market Leadership Award from Frost & Sullivan for 2014, 2015, 2017 and 2019 <https://www.ringcentral.com/lp/frost-and-sullivan-UCaaS-Radar.html>. We also have numerous reviews and awards from respected publications, including PC Magazine Editor’s Choice in 2015 and 2016, and the 2016 and 2019 Internet Telephony Product of the Year award from TMC.

We provide a single solution to domestic and multi-national companies that have offices around the world. Because our phone system is cloud-based, it can be consumed from within many popular desktop apps (O365, ServiceNow, Salesforce, etc.), by using desk phones, as well as mobile apps, simplifying the management of the phone system across corporate and branch offices.

Our 24x7x365 US-based support is located in our Belmont, CA, Englewood, CO, and Charlotte, NC offices. Our international support locations are located in London, UK and Manila, PH.

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RingCentral is the largest and fastest growing pure-play cloud business communications provider in the world. We work with enterprise grade customers, solving complex global customer communication needs. We are also further validated as the only scaled up cloud business communications provider with multiple carrier reseller relationships in place (AT&T, BT, and Telus).

B. Total number and location of salespersons employed by Supplier.

RingCentral has approximately 650 sales and marketing professionals serving throughout the following office locations:

- Belmont, CA (HQ: Sales, Marketing, Product Management, Product Development)
- Denver, CO (Sales, Support)
- Charlotte, NC (Sales)
- London, England (Sales, Support)
- Manila, Philippines (Sales, Support)

C. Number and location of support centers (if applicable) and location of corporate office.

Corporate Headquarters	
San Jose, California	20 Davis Drive, Belmont, CA 94002 USA
Network Operations Center (NOC)	
Denver, Colorado	RingCentral is proactively monitored by our Network Operations Center (NOC) in Denver, CO, 24x7x365 by our Engineering staff.
Support Centers	
Customer Support Center Location(s)	Our US-based support is located in our Belmont, CA, Englewood, CO, and Charlotte, NC offices. Our international support and locations are located in London, UK, and Manila, PH.
After Hours Support Center Location(s)	RingCentral has a Network Operations Center (NOC) in Denver, CO, 24x7x365 as well as our DevOps team distributed across the world (US, EU, APAC) to take any escalations 24x7.
Trouble Ticket Support Center Location(s)	Primary Trouble Ticket Support Center Locations are: 1. Denver, CO. 2. Manila, PH Additional support is located in Charlotte, NC and Belmont, CA
After Hours Trouble Ticket Center Location(s)	Manila, PH

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D. Annual sales for the three previous fiscal years.

Our total revenue for the previous three fiscal years is:

- \$902.9M (2019)
- \$673.6M (2018)
- \$503.6M (2017)

RingCentral sales and revenue information are detailed in the Financial Statement contained within our audited Annual Reports: <https://ir.ringcentral.com/financials/annual-reports/default.aspx>.

E. Submit FEIN and Dun & Bradstreet report.

Employer Identification Number (EIN): 94-3322844

For reference, see the attached W-9 Form and latest Dun & Bradstreet report.



RingCentral_UC
Systemwide RFP for



RingCentral_UC
Systemwide RFP for

F. Describe any green or environmental initiatives or policies.

RingCentral is not in the physical manufacturing business and does not have a developed environmental policy. However, by virtue of our cloud-based solutions, we promote and practice environmental sustainability. As the leading provider of cloud communications, it's our mission to digitize business communications for our customers worldwide, maximizing business efficiency while minimizing the global carbon footprint. Here are just some examples of our other environmentally friendly initiatives:

- **Paperless** products and operations.
- **Transportation options.** We provide our employees with access to electric vehicle charging stations as well as public transportation and carpool stipends. Additionally, as a cloud-based provider of communications solutions, there is no shipping involved in the delivery of our services.
- **Recycling and composting.** RingCentral is committed to recycling and composting at all our offices. We also utilize reusable plates, bowls, and cutlery in our cafeterias.
- **Packageless.** Packaging is not involved in furnishing our cloud-based solutions.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

As a cloud-based service provider, RingCentral does not have suppliers in general. However, we support diversity programs, and maintain our own internal diversity program.

RingCentral's diversity and inclusion initiatives honor the unique background, identity, ethnicity, and perspectives of each individual in our organization. These include diverse hiring panels, underrepresented groups outreach, employee resource groups, and much more.

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By creating a truly dynamic work environment that inspires creativity and innovation, we empower our employees to better work as one. As part of our social impact initiatives, we are making a real difference in our communities, including the following efforts:

- **STEM education.** RingCentral sponsors ongoing events that provide underrepresented and underprivileged youth with access to science, technology, engineering, and mathematics (STEM) education.
- **Employee volunteerism.** We offer our employees time off to volunteer so they can get involved with local nonprofits and charities such as Coding with Kids, community hackathons, and others.
- **Product donations and discounts.** We offer product discounts and donations to registered nonprofits and other select organizations.
- **Charitable giving.** RingCentral offers 1:1 matching of all donations made to nonprofits by employees through *RCause*.

As a company, RingCentral adheres to a strong Code of Business Conduct and Ethics. We're also among the first companies in the United States to support the *Modern Slavery Act*, which seeks to combat human trafficking and slavery worldwide.

RingCentral also supports supplier diversity programs with our subcontracting efforts.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Not applicable.

I. Describe how supplier differentiates itself from its competitors.

RingCentral's extensive cloud experience and fully integrated approach to both Unified Communications (UC) and Contact Center (CC) is truly unique in the industry. RingCentral offers award-winning solutions for both UC and CC, providing unparalleled flexibility, ease of use, and ease of administration. RingCentral is an all-inclusive provider; thus, we are able to provide our customers with a complete cloud communications solution supporting not just contact center, but also voice, SMS, video/audio conferencing, screen sharing, and team/project collaboration. We tend to replace solutions that customers might be using already, providing them a one-stop, turnkey alternative that streamlines processes, and creates greater efficiencies and significant cost savings. All of this is supported by our world class, around-the-clock support and carrier grade infrastructure.

RingCentral maintains the highest standards of security and reliability required by our public sector customers, even in the case of natural disasters including:

- Support for FINRA-regulated customer compliance requirements
- Seven layers of security
- TLS and SRTP encryption between all endpoints
- Skyhigh Enterprise Ready with CloudTrust™ highest rating

RingCentral offers integrations with over 100 applications, including leading public sector apps, such as G Suite by Google Cloud. If your organization requires an integration that is not

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available, RingCentral has an open API platform so you can customize integrations.

Virtually connecting classes is a powerful way to impact the student experience. With RingCentral Meetings™, you can connect up to 200 participants in video meetings with screen sharing. For larger classes, you can host up to 3,000 attendees with up to 200 presenters for live sessions using RingCentral Webinar™. RingCentral Rooms™ is an affordable way to set up a class without expensive proprietary equipment. And if you want to adapt a legacy H.232/SIP room system, RingCentral Room Connector™ is the perfect solution.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

RingCentral, as a publicly traded company, cannot disclose information that has not been made publicly available. Information with respect to item J may be found in RingCentral's 2019 Annual Report on U.S. Securities and Exchange Commission Form 10-K, note 9 – *Commitment and Contingencies* in the accompanying notes to the consolidated financial statements included in Part II, Item 8, "Consolidated Financial Statements and Supplementary Data" of the Annual Report under "Legal Matters." RingCentral is subject to certain legal proceedings described therein, and from time to time may be involved in a variety of claims, lawsuits, investigations, and proceedings relating to contractual disputes, intellectual property rights, employment matters, regulatory compliance matters, and other litigation matters relating to various claims that arise in the normal course of business. RingCentral's Annual Reports are accessible at: <https://ir.ringcentral.com/financials/annual-reports/default.aspx>.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

RingCentral is a publicly held corporation, trading symbol RNG on the New York Stock Exchange, therefore this reporting requirement is not applicable.

b. is not owned or operated by anyone who has been convicted of a felony; or

RingCentral is a publicly held corporation, trading symbol RNG on the New York Stock Exchange, therefore this reporting requirement is not applicable.

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

RingCentral is a publicly held corporation, trading symbol RNG on the New York Stock Exchange, therefore this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

RingCentral as a publicly traded company cannot disclose information that has not been made publicly available. There have been no debarment or suspension actions taken against supplier disclosed in RingCentral's Annual Report on U.S. Securities and Exchange Commission Form 10-K. RingCentral's Annual Reports are accessible at: <https://ir.ringcentral.com/financials/annual-reports/default.aspx>.

3.2 Distribution, Logistics

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A. Describe the full line of products and services offered by supplier.

RingCentral offers 100% hosted solutions tailored for medium to large enterprises, who are migrating away from on-premises telephony to the cloud. Our solutions include a full suite of business communications solutions , including unified communications (UC), PBX, contact center, and video and web conferencing. Our solutions move your investment from expensive Cap-Ex to Op-Ex since there are no required hardware components for our cloud solutions. Our solutions include:

RingCentral Office[®] RingCentral Office, our flagship product, is a multi-location, multi-user, enterprise-grade communications solution that enables employees to communicate via different channels and on multiple devices. This subscription is designed primarily for businesses that require a communications solution, regardless of location, type of device, expertise, size, or budget. Businesses are able to seamlessly connect users working in multiple office locations on smartphones, tablets, PCs and desk phones.

RingCentral Office Essentials Edition (*Messaging and Phone System*)

- Up to 20 users only
- Business phone or toll-free numbers
- Unlimited calls within the US/CA*
- Unlimited business SMS
- Voicemail-to-text
- Team messaging
- Document sharing

RingCentral Office Standard Edition (*Messaging, Video, and Phone System combined*) includes everything in Essentials PLUS:

- No limit on number of users
- Business phone numbers in over 100 countries
- 1,000 minutes toll-free (Per Organizational Account)
- Unlimited internet fax
- Unlimited audio conferencing
- Video meetings with up to 100 participants
- Up to 24-hour meeting duration
- Quality-of-service reports
- Popular integrations including Office 365, G Suite, Slack, and more
- 24/7 support

RingCentral Premium Edition (*Messaging, Video, Phone, Open Platform*) includes everything in Standard PLUS:

- Automatic call recording
- Single Sign-on

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- Multi-site admin and management
- Up to 8-digit extensions with site codes
- 2,500 toll-free minutes (Per Organizational Account)
- Hot desking
- Advanced call handling including whisper, barge, and more
- Video meetings with up to 200 participants
- Real-time analytics
- Popular CRM integrations with Salesforce, Zendesk, and more
- Industry-specific integrations with Canvas, Smarsh, and more
- Developer platform and custom integrations

RingCentral Ultimate Edition (Messaging, Video, Phone, Open Platform) includes everything in Premium PLUS:

- Device status reports
- Device status alerts
- Unlimited storage
- 10,000 minutes toll-free minutes (Per Organizational Account)

RingCentral Meetings RingCentral Meetings is available for free with any RingCentral Office® edition: Standard edition (100 people per meeting), Premium edition (200 people per meeting) and Enterprise edition (200 participants). Additional add-on is available to extend meeting capacity up to 500 participants. Host a live webinar or online training, including up to 10,000 participants, with customizable registration, emails, polls, and Q&A. RingCentral Webinar™, RingCentral Rooms™, and Room Connector are available for additional license fees.

RingCentral Office customers also have available to them **RingCentral Global Office**. With RingCentral Global Office, international offices and remote employees are all on the same, secure cloud PBX system.

RingCentral Professional Our RingCentral Professional solution provides a subset of our RingCentral Office solution capabilities designed primarily for smaller businesses. RingCentral Professional is principally used as an inbound call routing subscription with text and fax capabilities.

RingCentral Fax Our RingCentral Fax solution provides Internet fax capabilities that allow businesses to send and receive fax documents without the need for a fax machine.

RingCentral Contact Center Our RingCentral Contact Center solution provides a cloud based contact center solution that delivers omnichannel capabilities so businesses can allow customers to engage in the manner they prefer. The solution leverages technology from NICE inContact, Inc., and has a comprehensive feature set that integrates with RingCentral Office. This enables businesses to build customer loyalty and increase productivity by resolving customer issues faster and more effectively.

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RingCentral App (Glip) Our RingCentral App (Glip) team messaging and collaboration solution allows diverse teams to stay connected through multiple modes of communication through an integration with RingCentral Office. In addition to using RingCentral App (Glip) for team messaging and communications, teams can share tasks, notes, group calendars, and files. RingCentral App (Glip) is designed for distributed and mobile teams and offers out-of-the-box integrations with a number of leading cloud business applications such as Asana, Dropbox, Evernote, Jira, Github, Google, and others.

RingCentral-Engage Digital RC-Engage is a Multi-tenant SaaS software, hosted on a single multi-tenant private Cloud. There is one single service shared among all our customers. RC Engage software will add permeability between channels in order to be able to push Forum answers on other digital channels.

RingCentral-Engage Voice Combining simplicity, such as straightforward agent onboarding and automation (e.g, campaign-driven screen pops), Engage Voice helps turn any agent into an outbound/blended powerhouse. The user-centric platform offers easy access to customer data through scripting and CRM integrations across fewer screens. This means less searching and more time saved for both your company and customers.

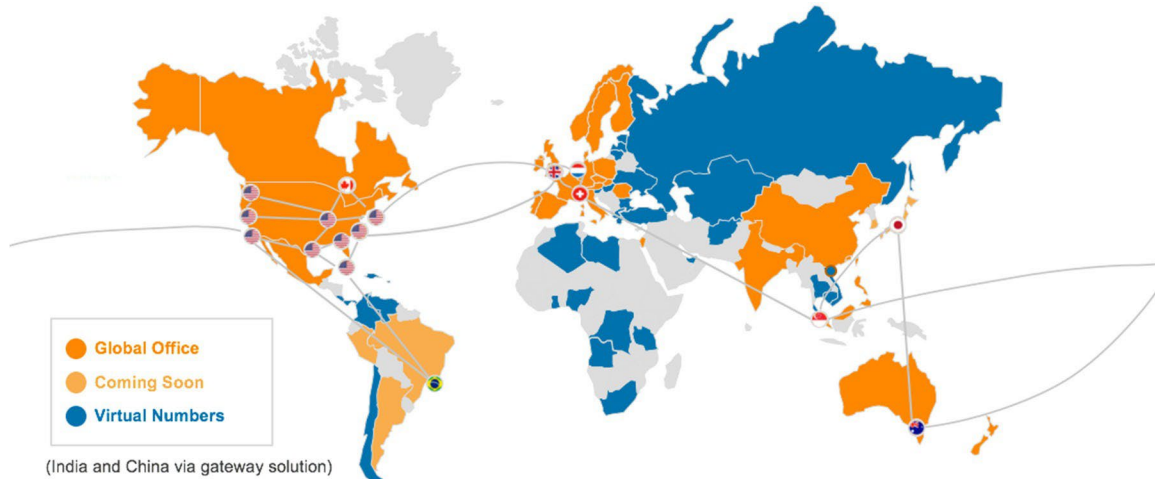
A complete list of offerings is also outlined in our price list. RingCentral will be open to adding products and services to the contract as needed over time as well. The intent is to make available all RingCentral offerings.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Due to the cloud-based nature of our platform, RingCentral is available in more than 100 countries worldwide with a mesh-based global footprint, as shown in the map below. In the United States our services are available in every state. Services are managed and turned on remotely with no need for an onsite visit in many cases. Administrators can manage subscribed services through Service Web, our online administrative portal. Phones can be shipped, and if professional services are required for implementation, that will be thoroughly discussed with the individual customer based on their desired implementation plan and incorporated into the implementation scope of work.

RingCentral is hosted in geo-redundant data centers in the United States (California and Virginia), EMEA (Amsterdam and Switzerland), and Asia Pac (Singapore). Identical redundancies and data center buildouts are underway in South America. RingCentral is Tier-4 in all data centers in order to deliver enterprise class communication service over the web.

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Each implementation includes a site survey to validate the necessary internet speeds.

C. Describe how Participating Agencies ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

RingCentral will make certain that all participating agencies will receive Master Agreement pricing. RingCentral will build a dedicated landing page with the ability for agencies to submit an inquiry. This page will automatically tag the opportunity to University of California and OMNIA. All RingCentral Public Sector Account Executives will be fully aware of the contract as well as the OMNIA Sales team.

Pricing for this contract will be published publicly and available through RingCentral, OMNIA, and University of California, so there will be complete transparency in pricing.

RingCentral Channel partners can participate in this contract. The participating Agency must communicate this contract when engaging through a channel partner and ensure the RingCentral Public Sector team, or SIA team is made aware.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

RingCentral is a provider of cloud based UCaaS (Unified Communications as a Service). There is not a physical shipping of these services, although optional phones/headsets would be shipped. In the case of phones/headsets RingCentral processes orders and products are then shipped directly from manufacturers. Manufacturers include Cisco, Yealink, Avaya and Polycom. Phones/headsets are typically delivered by standard shipping couriers. In cases where implementation services are purchased through RingCentral, there could be some onsite delivery of those services.

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E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

RingCentral solution is a pure cloud-based offering. Outside of desk phones and headsets that might be ordered there are no traditional distribution and warehousing operations as there may be with suppliers of physical goods. Desk phones and headsets, if desired, are shipped directly from our strategic distributors, but ordered through RingCentral. Manufacturers typically represented by RingCentral are Cisco, Yealink, Avaya and Polycom.

Our US-based support is located in our Belmont, CA, Englewood, CO, and Charlotte, NC offices. Our international support locations are located in London, UK, and Manila, PH.

RingCentral's major data centers are located on the East and West Coasts of North America and in Northern and Southern Europe. Additionally, RingCentral has multiple point-of-presence (POP) data centers located throughout the globe. This geo-redundant, active-active architecture ensures high availability even when faced with major regional natural or other disasters. Locations include California, Virginia, Zurich, Amsterdam, Illinois, Texas, New York, Florida, France, UK, Singapore, Washington, Australia, Georgia, Japan, Brazil, Canada, and Germany.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

RingCentral has been partnered with OMNIA on the Private Sector side for several years. It has been a long-desired relationship as there is great respect for the OMNIA team across the board. The reputation of National IPA and US Communities were both excellent and this has been a public sector partnership that we hold in extremely high regard. From the day the award is announced RingCentral will begin to mobilize to take advantage of what will become our primary go-to market strategy in Public Sector.

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

The OMNIA/UC UCaaS RFP response and resulting contract have executive level visibility at RingCentral. The relationship will be coordinated by RingCentral's partnership manager for OMNIA, Derek Morgan, who is a Senior Partnership Manager. Mr. Morgan has spent several years in this role, and currently manages our existing relationship with OMNIA for the commercial sector. Direct executive endorsement and oversight for the public sector will be provided by Ayub Mohammed (Global Head of SMB Sales), Michael Fiocca (Director of Public Sector Sales) and Naveed Husain (VP of Vertical Programs). This is a partnership our Public Sector Sales Team has sought for a long time and resources will be immediately deployed to engage sales, sales support and marketing teams.

RingCentral has a dedicated Public Sector Sales team at every tier of engagement (whether the

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entity has 1 user through 10,000+). We will work with the OMNIA public sector team to determine a cadence and go- to-market strategy immediately upon award. RingCentral has public sector/education specific marketing collateral, case studies and resources.

Within the first ten days all team members from RingCentral will have received thorough background on the relationship and how to engage. This will be accomplished with online meetings. All supporting documentation will be shared with the group as well. We will also want to schedule time with OMNIA resources to to make sure we have the ability to map our sales team to OMNIA field staff. Derek Morgan will drive this dedicated, coordinated effort to ensure we are in position to leverage the relationship as quickly as possible.

- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

RingCentral has a dedicated national sales team for the public sector and SLED. The team in place is fluent with selling our services to the very same entities that will be looking to leverage the OMNIA/UC UCaaS contract.

The first 30 days will be spent making sure that the RingCentral Public Sector Sales Team is quickly brought up to speed with OMNIA and the new contract. Team meetings will be set up to cover pricing and all of the services that will be available through the contract. We will also engage leadership from OMNIA to make sure that introductions to the OMNIA team are a high priority. We need to make sure we understand how we match up in the field geographically,

There will need to be knowledge transfer in both directions at that point:

- RingCentral will provide training to OMNIA staff to educate them on our offering
- RingCentral will ensure that both OMNIA and the RingCentral Sales Teams identify target accounts and work to introduce the contract and solution offerings
- Training will be on-going, and will be easily delivered through video meetings powered by RingCentral technology

Training programs will be led by a combination of Derek Morgan, Naveed Husain, and Mike Fiocca.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Transition Phase

The first thirty days post award is the transition phase. During this phase, RingCentral will review

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the master agreement with our business development representatives and experienced field sales representatives and map out a process of engagement with the different agencies. A blog posting describing the agreement will be created and launched, and RingCentral's marketing team will be engaged to generate a press release highlighting the partnership. During the Transition Phase, RingCentral will also provide external training to the OMNIA Partner team, to ensure they understand the RingCentral value and solution.

Prospecting and Pipeline Generation Phase

Days 31 to 60 cover the prospecting and pipeline generation phase. During this phase RingCentral will create outbound campaigns and conduct agency events that will drive awareness of RingCentral. The RingCentral business development representatives would run outbound campaigns to increase awareness and identify opportunities. Campaign examples include blitz days and fun marketing activities. Agency events would include lunch-and-learns and onsite education.

Sales Execution Phase

Days 61 to 90 make up the sales execution phase. Prospecting and pipeline generation activities will still be very much thriving and building momentum, however qualifying and engaging stakeholders is an expected outcome culminating from the first 60 days of effort. The RingCentral business development representatives and public sector field sales teams, along with the OMNIA partner team, will conduct several onsite lunch-and-learns and face-to-face meetings to qualify opportunities and build relationships with key stakeholders.

i. Creation and distribution of a co-branded press release to trade publications

RingCentral will create and be able to distribute co-branded press releases in conjunction with OMNIA. RingCentral is a publicly traded company (NYSE – RNG) and has a team that publishes releases on a weekly basis. They will work with the OMNIA team to provide a mutually agreed upon release. The initial release is expected to be produced in the **Transition Phase**, as described.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

RingCentral will publish and communicate the contract on our website in the first 90 days.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

RingCentral has an in-house marketing team that designs and delivers most marketing pieces. Many of the collateral pieces that will be utilized in this relationship will be content that is used by RingCentral in the course of all business. Where there is content developed specifically for the UC/OMNIA Master Agreement, RingCentral will work proactively with OMNIA to get insights and approval for content prior to release.

RingCentral can print and ship hard copy content as necessary in the course of marketing our solutions.

RingCentral also has libraries of content about our services and platform available for download on our website. These will be added to the landing page for the Master Agreement. We have samples already available with co-branding for OMNIA Partners.

OMNIA PARTNERS EXHIBITS
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- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

RingCentral is fully committed to attending trade shows and events that will benefit the partnership with OMNIA and the promotion of the Master Agreement. RingCentral has both the budget and willingness to participate in shows in collaboration with OMNIA. RingCentral has historically been an exhibitor in both public and private sector trade shows, including participating in events with OMNIA in the private sector.

- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

RingCentral fully agrees to all of the above with regards to participation in NIGP Annual Forum. RingCentral will purchase the allotted space, staff the event as required, and actively promote and market for the event as desired by OMNIA Partners.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

RingCentral will design and publish advertising in trade publications that will strategically align the Master Agreement with target audiences, in collaboration with OMNIA Partners. We anticipate working actively as partners to determine the most advantageous marketing opportunities.

- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

RingCentral will invest in and participate in the creation of case studies, and presentations with OMNIA and University of California. RingCentral promotes a broad base of video case studies through our website, and routinely participates in lunch-and-learn sessions with direct prospects, as well as through user groups and trade shows. This is in addition to web and print advertising efforts, as well as direct marketing campaigns.

We are also available for various types of presentations on our products and services. Senior executives are available for speaking engagements, webinars and other events to provide thought leadership on cloud communications and related topics in the communications space and in turn helping to promote RingCentral.

We will gladly participate in any promotions that help educate all parties and provide more exposure to RingCentral and its partnership with OMNIA.

- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;

OMNIA PARTNERS EXHIBITS
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- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

RingCentral will create and launch a landing page for the OMNIA Master Agreement and amendments on our website, targeting the entities eligible to purchase through this contract. The page will include a copy of the original RFP and the resulting Master Agreement, as well as any other pertinent documentation needed to educate eligible entities about purchasing through the contract.

The landing page will also include a summary of pricing, marketing materials, a link to the OMNIA Partner's website, and a dedicated toll- free number and email address for OMNIA Partners.

Our landing page will manage leads coming in from this relationship, with routing logic into RingCentral Salesforce CRM or to OMNIA as determined in collaboration with OMNIA.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Existing Public Agency customers choose who they will have relationships with. Our current customer agreements will not be interfered with. Existing and prospective Public Agency customers will be made aware of the UC Master Agreement.

RingCentral currently holds the following cooperative contracts (regional and national):

- 1) The Interlocal Purchasing System (TIPS), sponsored by the Region VIII Education Service Center (ESC8)
- 2) Pennsylvania Education Purchasing Program (PEPPM)

In addition to the above, RingCentral is also a Fulfillment Partner to Quest Media & Supplies Inc., pursuant to Quest NASPO ValuePoint Cloud Master Service Agreement Number AR2505.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

RingCentral agrees to provide OMNIA our logo and permission to reproduce it for efforts to promote this partnership, as we have done with our OMNIA private sector relationship. RingCentral will also garner permission for any usage of the OMNIA logo for the promotion of this Master Agreement.

OMNIA PARTNERS EXHIBITS
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E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

RingCentral has read, understands and will comply with this requirement. We will make certain that the relationship with OMNIA is always communicated and the competitive Master Agreement is made clear in all engagement with prospects. RingCentral will be proactive in all regards promoting this partnership.

We utilize CRM for the management of leads and have proactive executive oversight of the sales pipeline and activities. Our sales initiatives will include the marketing plan described previously, and will communicate the requirements herein.

RingCentral is delivering pricing for OMNIA that is in-line with best available government pricing. The pricing is also not to exceed, so there will be ability to provide better pricing on an individual basis.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

As noted in our 90-day plan, our sales force will be trained on the Master Agreement during the **Transition Phase**, which covers the first 30 days past award. Training will include the features of the Master Agreement, solicitation process, and awareness of strategic eligible entities to be added to the pipeline of prospects. The sales force will be thoroughly educated in marketing the benefits of the use of cooperative contracts.

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G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Naveed Husain

VP Vertical Programs

naveed.husain@ringcentral.com

(650) 667-1056

ii. Marketing

Matt Hassett Sr.

Integrated Marketing Manager

matt.hassett@ringcentral.com

(650) 539-3561

iii. Sales

Ayub Mohammed

VP Global SMB Sales

ayub.mohammed@ringcentral.com

(650) 282-3629

iv. Sales Support

Michael Fiocca

Public Sector Sales Director

michael.fiocca@ringcentral.com

(720) 465-6816

v. Financial Reporting

Investor Relations Department

ir@ringcentral.com

(650) 472-4100

vi. Accounts Payable

Ross Gompert

Manager Partner Commissions

ross.gompert@ringcentral.com

(720) 465-4794

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vii. Contracts

Theresa Runkle

Contracts Manager Public Sector

theresa.runkle@ringcentral.com

(650) 781-6171

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

RingCentral has a global sales team that covers business internationally, as we deliver service in over 100 countries.

Domestically in the United States RingCentral is set up to meet the needs of businesses of all sizes and in every aspect of business, education, and government. There are over 500 professionals in our sales organization in the United States. We have three main offices: Belmont, CA (HQ), Denver, CO, Charlotte, NC, with sales staff working from each of these locations. We also have field sales professionals that live throughout the United States.

We have over 150 field sales professionals. Within this group are account executives that are specifically assigned to public sector and education. The highest level executives in RingCentral's sales organization are:

- Faiza Hughell (SVP SMB) faiza.hughell@ringcentral.com, (650) 539-3210
- Michael Fiocca (Director Public Sector Sales) michael.fiocca@ringcentral.com, (720) 465-6816

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Naveed Husain (VP of Vertical Program) and Derek Morgan (Sr. Partnership Manager) will drive the interaction between OMNIA Partners field sales team leadership and the RingCentral Public Sector/SLED team.

RingCentral has a sales team that is assigned and/or dispersed geographically by territory. They will align with OMNIA staff to partner in approaching opportunities to which they are mutually assigned.

These teams will also be aided by RingCentral's product marketing teams who have built SLED specific content, and case studies. They can also assist in outreach via e-mail campaigns and social media, and advertising as required.

Sales Development Representatives/Business Development Representatives teams will also be available to assist in outbound sales efforts and fielding inquiries. These are sales teams dedicated to drive new opportunities through making outbound calls and taking inbound inquiries.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely

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new Participating Public Agency account set-up, timely contract administration, etc.

RingCentral has dedicated Public Sector/SLED as one of just four identified verticals around which we have built a practice. We have a Public Sector Contract Administrator, Theresa Runkle, who maintains awareness of contract activities, and ensures timely execution of all contract matters.

Naveed Husain, Derek Morgan, Michael Fiocca and the Public Sector sales team are dedicated to growing this business and ensuring ongoing outreach efforts from sales and marketing. We will have ongoing coordination with our internal marketing team, in collaboration with OMNIA, to ensure ongoing and active campaigning of the Master Agreement. This team is prepared to immediately put this partnership with OMNIA into action.

We have an established finance and reporting team that issues commissions and activity reports led by Brandon Thomas and Ross Gompert. This team will coordinate directly with the OMNIA team to set up all contractual matters and reporting.

We will work together to determine best practices for sales efforts and customer engagement. Initially, we anticipate weekly start-up and activity calls, and then bi-weekly cadence calls ensure we are on the same page organizationally.

RingCentral has a very thorough process and checklist to set up national partners. This will include a partner ID number for any and all customers. This will allow for tagging in Salesforce of all opportunities.

RingCentral looks forward to working proactively with OMNIA to get the partnership working as quickly as possible and managing it to the highest standard over the life of the relationship.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

This information is not shared in order to maintain the privacy of our customers. We could discuss the scope of this question further if necessary, after RingCentral is down-selected and a non-disclosure agreement is in place.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

All orders are processed and tracked within the RingCentral order and invoicing application. Placing an order can be done via the RingCentral portal or through the sales team responsible for the account. All orders are processed on a single platform that automatically invoices our customers for the new service. Order tracking and management can be viewed from the same platform to confirm status. Receipt of payment is automatically generated and delivered via email to the customer. Customers can also use the portal to confirm payment status at any time.

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M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

RingCentral is not in a position to guarantee a specific revenue threshold. What we can assure that RingCentral has a service that has been, and will be, in demand from K-12 schools and all public sector entities. We will commit to all of the support, education, marketing and sales efforts that have been outlined in this response. We will make this investment of time, money and resources with OMNIA in full confidence that these will be well invested for all parties concerned. We see this Master Agreement as an opportunity to do good business and really benefit schools and other entities with improved communication tools and operational efficiencies.

We are happy to further discuss this section, but have never been in a situation to guarantee revenue in this fashion. We would not be investing in this partnership without high confidence that there will be lucrative revenue opportunities, as well as great service and cost savings benefits provided to participating members.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii.If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii.Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv.If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier’s strategies under these options when responding to a solicitation.

RingCentral has standard sales processes, which begin with discovery of the customer's needs and desires through organizational change management, project management, implementation and support.

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RingCentral has dedicated public sector account executives and business development representatives. These resources will be leveraged to review all solicitations. They will engage the right RingCentral subject matter expert resources to help qualify, gather requirements and pull together a comprehensive response. In addition to the account executives and business development representatives, RingCentral has a dedicated group that project manages all request for proposals. This team will help develop the content and provide direction on the solution.

In addition, RingCentral has a very strong partner community that helps create awareness to make sure requirements are addressed.

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES MS Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES MS Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES MS Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES MS Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES MS Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES MS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES MS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES MS Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror’s personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES MS Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES MS Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror’s Name: RingCentral Inc.

Address, City, State, and Zip Code: 20 Davis Drive, Belmont, CA 94002, USA

Phone Number: +1 888-528-RING (7464) Fax Number: +1 650-472-4100

Printed Name and Title of Authorized Representative: Naveed Husain / VP, Vertical Programs

Email Address: naveed.husain@ringcentral.com

Signature of Authorized Representative:  Date: 5/19/2020

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: RingCentral, Inc.

Street: 20 Davis Drive

City, State, Zip Code: Belmont, CA 94002

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Bruce Johnson, an authorized representative of RingCentral, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
See: US SEC SCHEDULE 14A PROXY STATEMENT PURSUANT TO SECTION 14(a) OF THE SECURITIES EXCHANGE ACT OF 1934 (Page 50 at: https://www.sec.gov/Archives/edgar/data/1384905/000119312519103871/d697905ddef14a.htm)		
entities affiliated with Vladimir Shmunis	c/o 20 Davis Drive, Belmont, CA 94002	53.5% Class B
entities affiliated with Vlad Vendrow	c/o 20 Davis Drive, Belmont, CA 94002	29.9% Class B
Capital World Investors	333 South Hope St, Los Angeles, CA 90071	13.5% Class A
FMR LLC	245 Summer Street, Boston, MA 02210	10.5% Class A

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

4/21/2020

Date

DocuSigned by:
Bruce Johnson
6D1B303BD5CB418...
**Authorized Signature and Title
Bruce Johnson / VP Legal**

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: RingCentral Inc.

Street: 20 Davis Drive

City, State, Zip Code: Belmont, CA 94002

State of **New York**

County of **Albany**

I, **Naveed Husain** of the **Albany**
Name City

in the County of **Albany**, State of **New York**
of full age, being duly sworn according to law on my oath depose and say that:

I am the **VP, Vertical Programs** of the firm of **RingCentral Inc.**
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

RingCentral Inc.
Company Name

DocuSigned by:
Naveed I Husain
C40F1AE02F7946B...
Naveed Husain / VP, Vertical Programs
Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

SEAL

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: RingCentral, Inc.
Street: 20 Davis Dr
City, State, Zip Code: Belmont, CA 94002

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

- 2. A photo copy of their Certificate of Employee Information Report

OR

- X 3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

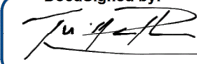
A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed
Not applicable. Public work is not within scope of the contemplated contract.

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

4/10/2020

Date

DocuSigned by:

3A26032606DA4E2...

Authorized Signature and Title
Tu-Han Phan, Social Impact & Diversity

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

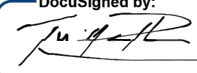
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

DocuSigned by:


3A25032506DA4E2

Signature of [REDACTED] Contractor

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 94-3322844		2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER		3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 2184	
4. COMPANY NAME RingCentral, Inc.					
5. STREET 20 Davis Drive		CITY Belmont	COUNTY San Mateo	STATE CA	ZIP CODE 94002
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None			CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT					
10. PUBLIC AGENCY AWARDED CONTRACT					
Educational Services		CITY Piscataway	COUNTY Middlesex	STATE NJ	ZIP CODE 08854
Official Use Only		DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER	


SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN.
Officials/ Managers	398	313	85	10	15	1	64	223	3	7		27	48
Professionals	660	408	252	11	28		95	274	6	21	3	60	162
Technicians													
Sales Workers	439	356	83	10	20	2	18	306				2	81
Office & Clerical	125	58	67	5	7		12	34	8	7	2	16	34
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	1622	1135	487	36	70	3	189	837	17	35	5	105	325
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
									1		1		

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input checked="" type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>		15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR 12 12 2019	
13. DATES OF PAYROLL PERIOD USED From 8/15/19 To 8/30/19					

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Julie Maemura-Tan		SIGNATURE 		TITLE Director, HR Technology		DATE MO DAY YEAR 12 12 2019	
17. ADDRESS NO. & STREET 20 Davis Drive		CITY Belmont	COUNTY San Mateo	STATE CA	ZIP CODE 94002	PHONE (AREA CODE, NO., EXTENSION) 888 - 528 - 7464	

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	RingCentral Inc.		
Address:	20 Davis Drive		
City:	Belmont	State: CA	Zip: 94002

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

DocuSigned by:

 C40F1AE02F7946B...
 Signature _____ Printed Name Naveed Husain Title VP, Vertical Programs

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: entities affiliated with Vladimir Shmunis	Name: entities affiliated with Vlad Vendrow
Home Address: Remote Nevada Carson City, NV 89701	Home Address: 14195 Powder River Dr. DriveReno, NV 89511
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.	<p>DocuSigned by: <i>Bruce Johnson</i></p> <p>6D1B303BD5CB418... (Affiant)</p> <p>Bruce Johnson / VP Legal</p> <p>(Print name & title of affiant)</p> <p>(Corporate Seal)</p>
(Notary Public)	
My Commission expires:	

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.****FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name RingCentral Inc. Relationship to Bidder/Offeror VP, Vertical Pro
 Description of Activities Request for proposal to enter into a contract for
Unified Communications as a Service (UCaaS) for Region 4 Education Service Center.
 Duration of Engagement _____ Anticipated Cessation Date _____
 Bidder/Offeror Contact Name Naveed Husain Contact Phone Number (650) 667-1056

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Naveed HusainSignature: Naveed I Husain

DocuSigned by:

C40F1AE02F7046B...

Title: VP, Vertical ProgramsDate: 5/19/2020

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE**

RINGCENTRAL, INC
0400455692

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for RINGCENTRAL, INC was submitted on 11/20/2018 for the year: 2018

Registered Agent and Office

INCORP SERVICES INC
208 WEST STATE STREET
TRENTON, NJ 08608-1002

Main Business Address

20 DAVIS DRIVE
BELMONT, CA 94002

Officers and Directors

PRESIDENT
VLADIMIR SHMUNIS
20 DAVIS DRIVE
BELMONT,, CA 94002

TREASURER
MITESH DHRUV
20 DAVIS DRIVE
BELMONT,, CA 94002

SECRETARY
JOHN MARLOW
20 DAVIS DRIVE
BELMONT,, CA 94002

DIRECTORS
VLADIMIR SHMUNIS
20 DAVIS DRIVE
BELMONT, CA 94002

DIRECTORS
NEIL WILLIAMS
20 DAVIS DRIVE
BELMONT, CA 94002

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE**

RINGCENTRAL, INC
0400455692



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
20th day of November, 2018*

*Elizabeth Maher Muoio
State Treasurer*

Certificate Number : 2367791168
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp