



July 8, 2020

Region 4 Education Service Center ("ESC")  
7145 West Tidwell Road  
Houston, TX 77092

***Re: Request for Proposal – Unified Communications as a Service (UCaaS)***

Thank you for including RingCentral in your search via RFP for a Request for Proposal – Unified Communications as a Service (UCaaS) solution. It is our aim to provide you with a complete solution to all topics identified in the RFP and outline why RingCentral is the premiere solution/partner for Region 4 ESC's immediate and long-term requirements.

We are pleased to present to Region 4 ESC with an RFP response that meets your requirements and we look forward to reviewing the topics in this document with you and the rest of your team. It would be a great accomplishment for us to extend the relationship we have with OMNIA Partners and also create a lasting relationship with Region 4. This is a great opportunity to partner in helping provide a great solution for participating entities.

Please feel free to reach out with any questions. We look forward to discussing further as needed. Thank you!

PLEASE NOTE:

ENCLOSED ARE TWO ENVELOPES WITH FOUR (4) FLASH DRIVES TOTAL. Each envelope has two (2) flash drives. The envelopes and enclosed drives are clearly marked one as complete response, and the other envelope and contained drives for publishing were RingCentral to be awarded.

Sincerely,

**Derek Morgan**  
**RingCentral**  
**Sr. Partnership Manager**  
**720-930-4163**



**Request for Proposal (“RFP”) by Region 4 Education Service Center (“ESC”) for Unified Communications as a Service (UCaaS)  
Solicitation Number 20-09**

**Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)**

**a. Terms and Conditions Acceptance Form (Appendix B)**

Contact:

**Naveed Husain**

VP Vertical Programs

[naveed.husain@ringcentral.com](mailto:naveed.husain@ringcentral.com)

(650) 667-1056

LEGAL DISCLAIMER

All information and pricing data submitted by **Region 4 ESC**, is non-binding and is for evaluation purposes only and is subject to adjustment and/or modification by **RingCentral** after its review, consideration, and negotiation of the terms and conditions of a definitive final contract. All data and information contained herein and provided by **Region 4 ESC**, is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of **RingCentral**.



**Tab 1: Draft Contract and Offer and Contract Signature Form (Appendix A)**

Please see [Appendix A](#) on the next page.

**APPENDIX A**

**DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2020 by and between \_\_\_\_\_ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Unified Communications as a Service (UCaaS) ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R\_\_\_\_\_ for \_\_\_\_\_ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any 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") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.



- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
    - i. Providing material that does not meet the specifications of the Contract;
    - ii. Providing work or material was not awarded under the Contract;
    - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name **RingCentral Inc.** \_\_\_\_\_  
Address **20 Davis Drive,** \_\_\_\_\_  
City/State/Zip **Belmont, CA 94002 - USA** \_\_\_\_\_  
Telephone No. **888-528-RING (7464)** \_\_\_\_\_  
Email Address **naveed.husain@ringcentral.com** \_\_\_\_\_  
Printed Name **Naveed Husain** \_\_\_\_\_  
Title **VP Vertical Programs** \_\_\_\_\_  
Authorized signature \_\_\_\_\_

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



- a. Terms and Conditions Acceptance Form (Appendix B)

Please see Appendix B on the next page.



**Appendix B**

**TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A	Draft Contract	<p>The Draft Contract set out in RFP Appendix A is not sufficient for the purchase of Unified Communications as a Service (UCaaS) subscription(s) from RingCentral, Inc.</p> <p>Per RFP Section III. INSTRUCTIONS TO OFFERORS, subsection 7) Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal:</p> <p>RingCentral's price and delivery proposed in response to the RFP is predicated on all transactions being governed 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. 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. RingCentral's MSA is crafted so as to maintain compliance with these various legal and regulatory requirements.</p>	



Section 1 Term of agreement / pg 1	Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC.	<u>Either Party</u> may elect not to renew by providing three hundred sixty-five days' (365) notice to <u>the other Party</u> .	
Section 7) Assignment of Contract. / pg 2	No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).	<u>Neither Party may assign the Contract 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 Contract 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 Contract; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Contract will bind and inure to the benefit of the Parties, and their permitted assigns and successors.</u>	
Section 11)TERMINATION OF CONTRACT/ pg 3	a) (last sentence) Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.	Upon cancellation under this paragraph, all goods, materials, work, documents data and reports prepared by Contractor <u>under a Statement of work and paid for</u> under the Contract shall immediately become the property of <u>the Customer (Participating Public Agency)</u> .	
Section 11)TERMINATION OF CONTRACT/ pg 3	b) Termination for Cause	Add: <u>a thirty (30) day cure period</u>	
Section 18) Audit rights / pg 4-5	Last sentence: In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.	Last sentence, replace with: In the event of an audit, the requested materials shall be <u>made available at Contractor's location during Contractor's normal business hours, without the disruption of Contractor's normal business operations.</u>	
Appendix D Exhibit B	OMNIA Partners Administration Agreement		
Section 14 / pg 15	Second sentence: OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report.	Second sentence, replace with: OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of <u>one (1) year</u> from the date OMNIA Partners receives such report.	
Section 14 / pg 15	Fourth sentence: In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners.	Fourth sentence, replace with: In the event of such an audit, <u>the requested materials shall be made available at Supplier's location during Supplier's normal business hours, without the disruption of Supplier's normal business operations.</u>	
Section 17 / pg 15	This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.	<u>Neither Party may assign the Contract 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 Contract 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 Contract; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Contract will bind and inure to the benefit of the Parties, and their permitted assigns and successors.</u>	

Section 22 / pg 16	This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.	This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in <u>Delaware</u> .	



**Request for Proposal (“RFP”) by Region 4 Education Service Center  
 (“ESC”) for Unified Communications as a Service (UCaaS)  
 Solicitation Number 20-09**

**Tab 2: Products/Pricing**

Contact:

**Naveed Husain**  
VP Vertical Programs  
[naveed.husain@ringcentral.com](mailto:naveed.husain@ringcentral.com)  
(650) 667-1056

LEGAL DISCLAIMER

All information and pricing data submitted by **Region 4 ESC**, is non-binding and is for evaluation purposes only and is subject to adjustment and/or modification by **RingCentral** after its review, consideration, and negotiation of the terms and conditions of a definitive final contract. All data and information contained herein and provided by **Region 4 ESC**, is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of **RingCentral**.

**Tab 2: Products/Pricing**

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Kindly refer to the separated pricing document (excel format) with a filename:

**Omnia Price List - Final Format.xlsx**

iii. Is pricing available for all products and services?

RingCentral is including as many of the products and services as possible in this contract. There are times where custom configurations are required and that should be able to be accommodated in this contract. There could be future products to add on a periodic basis. The goal of our response is to include anything that could be of value to the entities that have the ability to leverage this contract.

iv. Describe any shipping charges.

RingCentral's primary offering is UCaaS (Unified Communications as a Service); therefore, there is no physical delivery of product. Users are generally turned on and accessed through the Internet. That being said, there can be physical phones as a part of a deployment. In this case we work with the customer to determine shipping methodology. Generally, with enough lead time we would ship via ground services at the lowest available rate. The customer is not required to buy any hardware from RingCentral.



v. Provide pricing for warranties on all products and services.

#### **Services Warranty.**

RingCentral's cloud-based internet communications Services are offered on a monthly subscription, and connects workforces across multiple locations and countries, while reducing complexity and high costs of maintaining multiple, legacy on-premise PBX systems. The monthly subscription fees provide coverage for the ongoing maintenance of the infrastructure from which the cloud platform operates. The exception is the equipment for the end user portal (that is, the end users' telephones acquired from RingCentral).

RingCentral will provide the cloud-based internet communications Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of the RingCentral Master Services Agreement (MSA). 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.

#### **Equipment Warranty.**

RingCentral represents that RingCentral is not the manufacturer of the equipment. Accordingly, equipment is sold subject to the express warranty terms, if any, specified by the original manufacturer of the equipment. Any software supplied to Customer pursuant to a Contract is supplied subject to the provisions of the owner's licensing terms. RingCentral will pass through to Customer all warranties that RingCentral is expressly authorized by the original manufacturer to pass through to Customer.

RingCentral represents and warrants that title to all equipment shall be free from all security interests, liens, and encumbrances at the time of delivery to Customer. Any warranties, conditions or other terms implied by common law or statute or otherwise in connection with these Conditions (except to title, in the case of equipment) are hereby expressly excluded to the fullest extent permitted by law, save for fraudulent misrepresentation.

vi. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

RingCentral has provided "Not to Exceed Pricing" in this response. We do not have products that fall in line with single ship to location as we really aren't selling physical items, except in some cases one-time shipment of phones. There are discounts for number of users over certain thresholds that can be granted and there may be custom pricing specific to a particular opportunity's needs. RingCentral does not provide rebates back on overall spend. We will work with a customer on guaranteed quality over time if they need a phased in roll-out. The details of which would be determined on a specific case by case



basis as there are typically variables in these situations. In every case RingCentral will work to produce the best available price.

vii. Describe how customers verify they are receiving Contract pricing.

RingCentral contract pricing will be published and made available to all customers. The RingCentral sales team will be acutely aware of pricing discounts available, and working with OMNIA reps that will have access to the contract as well. We want customers to receive every discount available and leverage our services, which will, in turn, generate more demand as our reputation grows.

We will also be able to run an audit through our Salesforce CRM to make sure there is no customer that was not provided contract pricing.

viii. Describe payment methods offered.

RingCentral accepts major credit cards or will extend payment terms to customers (usually net 30 days) RingCentral offers a software as a service (SaaS) model, so payments for most services may be made monthly or annually. We will work with each customer to determine the preferred payment structure.

ix. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

RingCentral updates pricing, on average, about once per year. RingCentral will work with OMNIA to adjust to any new pricing in those cases. However, by providing a percentage discount to each category, any price changes are less pertinent. The percentage discount will require less modification to the contract price while ensuring the customer is getting the intended price break.

x. Describe how future product introductions will be priced and align with Contract pricing proposed.

RingCentral is providing most pricing discounts as a percentage off of published list price and will be following that model with any future additions to the catalog of products and services provided.

xi. Provide any additional information relevant to this section.

RingCentral is an industry leading provider of UCaaS technology. We have been rated as a Gartner Group Magic Quadrant leader for the last five years. RingCentral invests over \$130M in the on-going development of our platform, which is significantly more than any or our competitors. RingCentral can deliver the most complete and most reliable platform available, and pair that with outstanding support and partnership.



**RingCentral**

Region 4 Education  
Service Center  
RFP

RingCentral has built out its SLED (Public Sector/Education) vertical, so we have focus on the vertical and people that help drive our success in this space. We have the capacity to handle the OMNIA relationship with Region 4 and all of the eligible entities that can purchase off this contract. We have over 500 sales & support professionals across the United States.

RingCentral was started over 15 years ago by the same person (Vlad Schmunis) that is our CEO today. We recently passed the \$1B mark in annual revenue, but the company still runs with a small company's attention to detail and support with every customer. We take that same focus with our partnerships.

Working with OMNIA and Region 4 to help better serve the public sector and education space is an opportunity that our team very much looks forward to moving forward. We are committed to providing the best combination of solution, support, partnership and pricing.



**Request for Proposal (“RFP”) by Region 4 Education Service Center  
 (“ESC”) for Unified Communications as a Service (UCaaS)  
 Solicitation Number 20-09**

**Tab 3: Performance Capability**

Contact:

**Naveed Husain**  
VP Vertical Programs  
[naveed.husain@ringcentral.com](mailto:naveed.husain@ringcentral.com)  
(650) 667-1056

LEGAL DISCLAIMER

All information and pricing data submitted by **Region 4 ESC**, is non-binding and is for evaluation purposes only and is subject to adjustment and/or modification by **RingCentral** after its review, consideration, and negotiation of the terms and conditions of a definitive final contract. All data and information contained herein and provided by **Region 4 ESC**, is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of **RingCentral**.





**Tab 3: Performance Capability**

a. OMNIA Partners documents

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

[Our detailed response to Appendix D, Exhibit A, OMNIA Partners Response follows:](#)

**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 Region 4 Education Service Center (“ESC”) (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 Unified Communications as a Service (UCaaS). 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 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, and 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 region 4. 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.

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 service 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 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;
- 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.

### **3.1 Company**

- A. Brief history and description of Supplier to include experience providing similar products and services.

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 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+ MOS SLA's.

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 & 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.

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 Mgmt., 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.

<b>Corporate Headquarters</b>	
San Jose, California	20 Davis Drive, Belmont, CA 94002 - USA
<b>Network Operations Center (NOC)</b>	
Denver, Colorado	RingCentral is proactively monitored by our Network Operations Center (NOC) in Denver, CO, 24x7x365 by our Engineering staff.
<b>Support Centers</b>	
Customer Support Center Location(s)	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.
After Hours Support Center Location(s)	RingCentral has 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 Tickets Support Center Locations are:  1. Denver, CO 2. Manila, PH  Additional support located in Charlotte, NC, and Belmont, CA.
After Hours Trouble Ticket Center Location(s)	Manila, PH

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 our Financial Statement contained within our audited Annual Reports: <https://ir.ringcentral.com/financials/annual-reports/default.aspx>

- a. Submit FEIN and Dunn & Bradstreet report.

Employer Identification Number (EIN): 94-3322844

For reference, see the attached W-9 Form and latest Dunn & Bradstreet report at the end of Tab 3.

E. 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.

F. 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. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

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.

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.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes       **No**

If yes, list certifying agency: [Not applicable](#)

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes       **No**

If yes, list certifying agency: [Not applicable](#)

c. Historically Underutilized Business (HUB)

Yes       **No**

If yes, list certifying agency: [Not applicable](#)

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes       **No**

If yes, list certifying agency: [Not applicable](#)

e. Other recognized diversity certificate holder

Yes       **No**

If yes, list certifying agency: [Not applicable](#)

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

The potential for using a subcontractor(s) would be a function of deploying telephones if (i) telephones are purchased from RingCentral by a Customer, (ii) Customer does not self-install the telephones, and (iii) as a function of scheduling at the time the telephones will be deployed, if RingCentral in-house resources are unavailable to perform the deployment(s) then local subcontractor(s) may be

used for the task. RingCentral may provide such services 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 MSA as it would bear if such acts and omissions were performed by RingCentral directly.

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 to 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, turn-key alternative that streamlines processes, creates greater efficiencies and significant cost savings. All of this is supported by our world class, round-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 the leading public sector apps, such as G Suite by Google Cloud. If your organization requires an integration that is not 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.323/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 US 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 US 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

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. 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**<sup>®</sup> 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
- 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.

**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



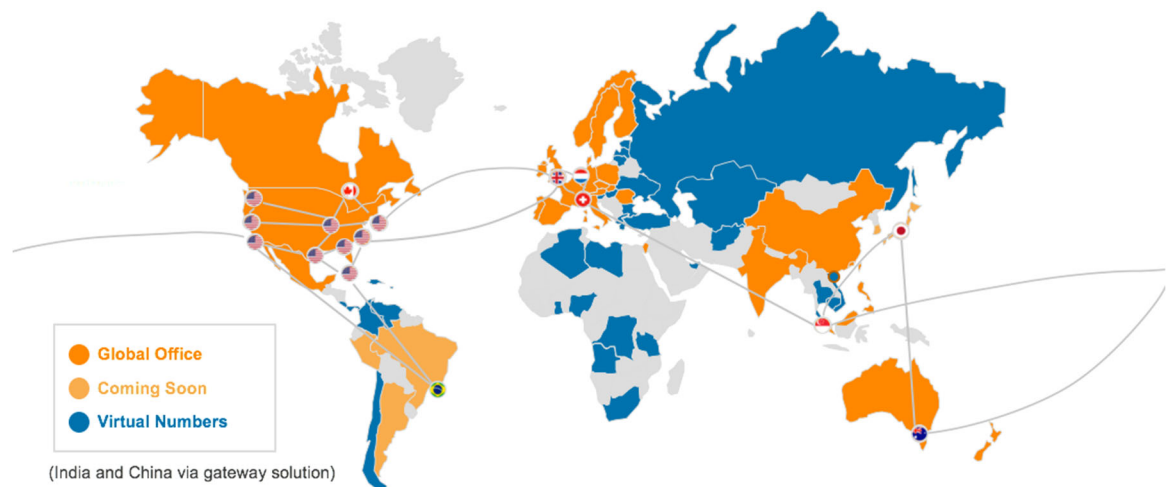
helps turn any agent into an outbound/blended powerhouse. The user-centric platform offers easy access to customer data through scripting and CRM integrations across fewer screens. This means less searching and more time saved for both your company and customers.

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.



Each implementation includes a site survey to validate the necessary internet speeds

- C. Describe how Participating Agencies are 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 Region 4 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 Region 4, 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.

- 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, 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/Region 4 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 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 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 Region 4 OMNIA 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's 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 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 OMNIA Master Agreement for Region 4, 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 or 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.

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 Region 4. 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;
- 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 Region 4 ESC Master Agreement. Future customers who choose the Region 4 ESC Master Agreement as their preferred purchasing vehicle will be added to the OMNIA purchasing process.

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.

- 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.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support

Naveed Hussain

VP Vertical Programs

[naveed.husain@ringcentral.com](mailto:naveed.husain@ringcentral.com)

[\(650\) 667-1056](tel:(650)667-1056)

- ii. Marketing

Matt Hassett Sr,

Integrated Marketing Manager

[matt.hassett@ringcentral.com](mailto:matt.hassett@ringcentral.com)

650-539-3561

- iii. Sales

Ayub Mohammed

VP Global SMB Sales

[ayub.mohammed@ringcentral.com](mailto:ayub.mohammed@ringcentral.com)

650-282-3629

- iv. Sales Support

Michael Fiocca

Public Sector Sales Director

[michael.fiocca@ringcentral.com](mailto:michael.fiocca@ringcentral.com)



(720) 465-6816

v. Financial Reporting

Investor Relations Department

[ir@RingCentral.com](mailto:ir@RingCentral.com)

+1 650-472-4100

vi. Accounts Payable

Ross Gompert

Manager Partner Commissions

[ross.gompert@ringcentral.com](mailto:ross.gompert@ringcentral.com)

+1 (720) 465-4794

vii. Contracts

Theresa Runkel

Contracts Manager Public Sector

[theresa.runkle@ringcentral.com](mailto: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](mailto:faiza.hughell@ringcentral.com) 650-539-3210
- Michael Fiocca Director Public Sector Sales [michael.fiocca@ringcentral.com](mailto:michael.fiocca@ringcentral.com) 512-900-8710

- 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.

- I. 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 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.

- J. 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.

- K. 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.

- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners 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.

- M. 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.

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.



ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

RingCentral's proposal includes any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form in Tab 1, per the RFP instructions.

**EXHIBIT B**  
**ADMINISTRATION AGREEMENT, EXAMPLE**

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**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and RingCentral Inc. (“**Supplier**”).

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of RingCentral Office (the “**Product**”);

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## **TERMS AND CONDITIONS**

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **TERM OF AGREEMENT; TERMINATION**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions

survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

## NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of \_\_ percent (\_\_%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.



13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

## **GENERAL PROVISIONS**

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier:

**RingCentral Inc.**  
**Attn: SVP, Global Channel Sales**  
**20 Davis Drive**  
**Belmont, CA 94002**

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR**

\_\_\_\_\_  
 Signature **Zane Long**  
 \_\_\_\_\_  
 Name  
**SVP, Global Channel Sales**  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature Sarah Vavra  
 \_\_\_\_\_  
 Name  
 Sr. Vice President, Public Sector  
 Contracting  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date



**RingCentral**

Region 4 Education  
Service Center  
RFP

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

[Our completed forms follow this page.](#)

**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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**FEDERAL CERTIFICATIONS**  
**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

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**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.**

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**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.

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**APPENDIX II TO 2 CFR PART 200**

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**(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  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  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  Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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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  Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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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

## **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor 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 section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice

to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.

- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, 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 workweek.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R.

Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and



Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]*. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, RingCentral Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:  
*Naveed I Husain*  
C40E1AE02E7946B

**Signature of Contractor's Authorized Official**

Naveed Husain / VP, Vertical Programs

**Name and Title of Contractor's Authorized Official**

5/19/2020

**Date"**

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

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**

DocuSigned by:  
*Naveed Husain*

Signature of Authorized Representative: \_\_\_\_\_ Date: **5/19/2020**

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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: <a href="https://www.sec.gov/Archives/edgar/data/1384905/000119312519103871/d697905ddef14a.htm">https://www.sec.gov/Archives/edgar/data/1384905/000119312519103871/d697905ddef14a.htm</a> )		
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*

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**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 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 640F1AE02F7049B... 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) \_\_\_\_\_

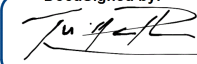
**Public Work – Over \$50,000 Total Project Cost:**

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:  
  
3A26032506DA4E2...  
\_\_\_\_\_  
**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.

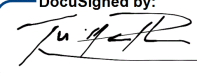
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or 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:  


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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](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													
<b>TOTAL</b>	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](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](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

**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

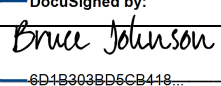
Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: <b>entities affiliated with Vladimir Shmunis</b>	Name: <b>entities affiliated with Vlad Vendrow</b>
Home Address: <b>Remote Nevada Carson City, NV 89701</b>	Home Address: <b>14195 Powder River Dr. DriveReno, NV 89511</b>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.	DocuSigned by:  _____ <small>6D4B303BD5CB418...</small> (Affiant)
(Notary Public)	<b>Bruce Johnson / VP Legal</b>
My Commission expires:	_____ (Print name & title of affiant)
	_____ (Corporate Seal)



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](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	<u>RingCentral Inc.</u>	Relationship to Bidder/Offeror	<u>VP, Vertical Pro</u>
Description of Activities	<u>Request for proposal to enter into a contract for Unified Communications as a Service (UCaaS) for Region 4 Education Service Center.</u>		
Duration of Engagement	_____	Anticipated Cessation Date	_____
Bidder/Offeror Contact Name	<u>Naveed Husain</u>	Contact Phone Number	<u>(650) 667-1056</u>

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: 

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

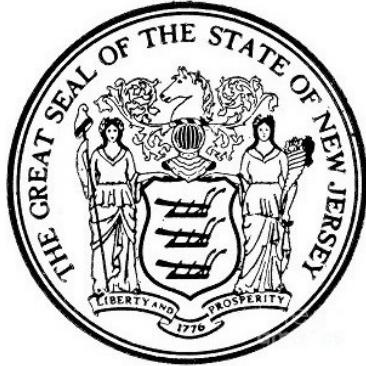
SECRETARY  
JOHN MARLOW  
20 DAVIS DRIVE  
BELMONT,, CA 94002

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](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)



iv. Describe how Offeror handles emergency downtime.

RingCentral maintains 99.999% availability SLA for all customers and has for the last seven quarters (as of Q2 2020). Our clients rely on RingCentral when emergency situations arise that could impact their ability to answer calls. Since RingCentral's service is a cloud-based solution, with redundancy built in, you are automatically provided with a disaster recovery or business continuity option to continue operations and minimizing the risk of loss and regional service interruption due to natural disasters and other catastrophic situations. In the event of a failure, RingCentral's automated systems, in conjunction with an always-on, world-class network operations center (NOC), ensure rapid transition to back up systems as needed to maintain uninterrupted service availability. If a system failure is detected within one of RingCentral's data centers, the redundant system—whether within that same data center or at another data center—takes over operations in accordance with internal fail over policies and procedures. cuts, RingCentral ensures no loss of functionality or customer data. RingCentral's NOC operates 24/7/365 and engineering teams continuously monitor countless systems, metrics, and alarms to ensure optimal system configuration and service availability.

RingCentral has built our global cloud-based network architecture with multiple layers of redundancy at all levels within our Data Centers and private network. We operate all components at approximately 35% load which allows for complete fail-over and/or rapid customer expansion. Every customer's instance is built in an Active/Active High Availability mode across multiple server instances and multiple Data Centers. Each school's PBX instance will operate simultaneously in 6 different places so there will be no service outage in the event of a component, network or Data Center failure.

RingCentral operates our High Available Global Cloud Architecture across 28 Data Centers around the world, which are interconnected by a private meshed point to point network architecture. RingCentral does not utilize shared networks such as the Internet or MPLS in our backbone to minimize any possible congestion and maximize voice quality.

v. Describe Offeror's ability to meet service and warranty needs beyond standard.

RingCentral is a pure cloud-based communication solution that uses a micro service architecture which allows dynamic growth able to perform service updates without any down time. Our solution requires no physical PBX equipment or appliances, which removes the single point of failure risk and provides inherent geographic diversity and business continuity.

Optional telephone handsets and headsets are offered for sale through RingCentral and shipped from the manufacturer. Accordingly, all telephones are sold subject to the express warranty terms, if any, specified by the original manufacturer of the telephone. Any software supplied to Region 4 ESC is supplied subject to the provisions of the manufacturer's licensing terms. RingCentral will pass through to Region 4 ESC all



warranties that RingCentral is expressly authorized by the original manufacturer to pass through to customers.

vi. Describe Offeror's customer fulfillment process

Order fulfillment via RingCentral is accomplished the following way:

Existing RingCentral customers can leverage the online administration portal for all their needs. RingCentral customers can provision, manage, and gain insights anywhere with advanced administrative and analytics tools using the RingCentral portal. Using the administration portal, a RingCentral customer can initiate instant employee moves, adds, and changes from anywhere. A RingCentral client success manager or support representative can help answer any administration portal questions to promote a successful transition to RingCentral.

A new customer would work with the RingCentral account executive and the sales engineer to confirm the scope of the engagement and outline the solution components. These solution components will be entered into an order form and reviewed with the customer. The customer will confirm their understanding of the solution and order form. Once the customer agrees with the components on the order form, the customer will be asked to sign the order form. The order form is returned to the RingCentral account executive so they can process the order by leveraging the sales operation team. The order is entered and processed by the sales operations team, then phone lines are activated, and the phones are provisioned and shipped. The process of the order and activation of the lines can be accomplished in less than 12 hours.

vii. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

RingCentral has a well-defined problem resolution process. This process begins when the customer enters a trouble ticket into the RingCentral Support portal (the ticket status can be reviewed online if entered in this manner). A trouble ticket can also be initiated by opening a chat session or calling RingCentral Support. The problem is categorized by severity and responded to with the appropriate level of action.

Four levels of severity are used: Priority 1 through Priority 4. RingCentral works directly with the customer on their inquiry and resolves a significant percent of the issues upon first contact. Should an advanced issue require a higher level of support, RingCentral provides 24x7x365 support for all users and administrators following a tier-based escalation process from Tier 1 to Tier 3. When this occurs, a response time is provided to the customer and they are kept abreast of issue status. Customers who enter tickets via the online portal can monitor ticket progress, updates and status via this portal. Tickets are closed only when the customer agrees the issue is resolved.





**RingCentral**

Region 4 Education  
Service Center  
RFP

For any major issues, the assigned RingCentral Account Executive will be the point of contact (PoC) until they are operational. RingCentral additionally provides a dedicated Customer Success Manager (CSM) who serves as a single PoC for the customer. 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.

viii. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Customers are invoiced directly by RingCentral. RingCentral can create cost centers and manage them per location, offering billing breakdowns by location. RingCentral can explore the possibility of integrating with billing systems using the RingCentral platform. Billing is typically issued annually, but 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.

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 of services provided. RingCentral's default payment term is 30 days and deviations to 45 days and 60 days are possible, pending negotiation of final contract terms and pricing. RingCentral accepts major credit cards or will extend payment terms to customers (usually net 30 days). We will work with each customer to determine preferred payment structure.

We have provided a copy of the RingCentral Invoice Billing Guide which explains the various components.



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:

- Billed To:** Address provided on the credit application.
- Account Information:** Your Customer ID number, Invoice number, and Invoice Amount to Pay.
- Invoice Date:** The date your invoice is billed.
- Statement Summary:** High-level summary of the charges.
- Products:** Lists the RingCentral products on the account.
- 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.
- Taxes and Fees:** Lists a summary of applicable federal, state, and local taxes.
- Prorate Credit:** Credit provided for the unused portion of an added product mid billing cycle.
- Credit/Money Back:** Credit provided for the unused portion of a removed product or changed plan mid billing cycle.
- 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
<b>5 Products</b>	
DigitalLine Unlimited	\$30.00
DigitalLine Basic	\$389.85
Yealink W52P with 1 Handset	\$169.00
<b>6 Calling Credit Package 500</b>	\$100.00
Polycom VVX-601	\$319.98
International Calling Credit Bundle 625	\$500.00
<b>Subtotal</b>	<b>\$1,508.83</b>
<b>7 Taxes and Fees</b>	
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
<b>Subtotal</b>	<b>\$36.41</b>
<b>Adjustments</b>	
<b>8 Prorate Credit</b>	(\$12.58)
<b>9 Credit/MoneyBack</b>	(\$15.99)
<b>10 Refund</b>	(\$25.00)
<b>Subtotal</b>	<b>(\$53.57)</b>
<b>Amount Due</b>	<b>\$1,491.67</b>



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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

**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](mailto:Collections@RingCentral.com)

<p><b>Checks Regular Mail to Lockbox:</b>                      RingCentral Inc.                      Dept. CH 19585                      Palatine, IL 60055-9585</p>	<p><b>Wire Instructions (USD):</b>                      Silicon Valley Bank For credit to: RingCentral                      3003 Tasman Drive, Santa Clara, CA 95054                      Swift ID: SVBKUS6S                      ABA # 121140399                      Acct #: 3301024715</p>
<p><b>Courier Check Payment (FedX, UPS, Etc.):</b>                      RingCentral Inc                      Box 19585                      5505 N CUMBERLAND AVE STE 307                      CHICAGO IL 60656-1471</p>	<p><b>ACH Payment (USD):</b>                      Silicon Valley Bank For credit to: RingCentral                      Account # 3301024715                      ABA # 121140399</p>

**13 Billing Questions?**

Email [Invoicebilling@RingCentral.com](mailto:Invoicebilling@RingCentral.com) or call 888-389-1755.  
 Customer must notify RingCentral at [Invoicebilling@RingCentral.com](mailto: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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**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](mailto: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](mailto: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	
<b>15 Example Cost Center 1</b>						
DigitalLine Unlimited	08/22/2017	09/22/2017	2	\$15.00	\$30.00	
DigitalLine 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	
<b>SubTotal</b>						<b>\$420.91</b>
<b>Example Cost Center 2</b>						
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	
<b>SubTotal</b>						<b>\$141.55</b>
<b>Example Cost Center 3</b>						
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-601	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	
<b>SubTotal</b>						<b>\$929.21</b>
				<b>Total</b>		<b>\$1,491.67</b>



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ix. Describe Offeror's contract implementation/customer transition plan.

RingCentral's standard process for contract implementation begins with a high-level overview of the milestones and tasks included in a RingCentral project plan. A Business Requirements Document (BRD) is used throughout the initial planning and design to document the project details. Customer and RingCentral sign off is required at each step of the way to ensure project transparency and success.

We have included our detailed implementation document attached on the next page for your reference.

Ease of Transitioning to New System: RingCentral deploys new systems congruently with existing systems to eliminate service disruption, allowing both systems to operate side by side. Once deployed, systems are scrutinized and tested. Once testing is completed, all administrators, IT staff, and users are trained, the number porting process can begin.

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## Standard Process Overview

The following is a high-level overview of the Milestones and tasks included in a RingCentral project plan. A Business Requirements Document (BRD) is used throughout the initial Planning and Design to document the project details. Customer and RingCentral sign off is required at each step of the way to ensure project transparency and success.

### **A description of the major steps in the migration and implementation process:**

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. The project is broken into five stages including Initiation, Planning and Design, Implementation, Control and Monitor, and finally Acceptance and Closure. Traditionally a PLC model requires strict adherence to gating events to move from stage to stage, however RingCentral interjects aspects of Software Development Life Cycle (SDLC), or Agile, modeling to create a unique experience for every customer. Major milestones in the delivery process include:

**Initiation** – During the initiation 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 agreement upon change management planning, escalation management planning, risk management planning (or register), resource management planning, communication planning, project milestone planning, 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. The RingCentral PM will introduce the Customer to any designated support resources and 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** – During the planning and design 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 UC and CC BRD document(s) as the basis upon which the solution is built. A RingCentral Engineer will visit customer designated location(s) to work with the Customer resources focused on gathering the necessary client data to complete the system build-out, submit the port request(s) and to ensure network readiness. Further discovery and discussion is required with the Customer to determine how many locations require on-site Planning and Design services for the UC and CC solutions. Specific details gathered in this stage include call routing details for UC users, user profiles, providing an inventory of main and direct dial numbers, in-depth network mapping and topology, collection of integration requirements for CRM and Third-party systems. Additional data for Contact Center includes information for agents, skills, teams, campaigns, integrations, screen-pops, call routing, multi-channel integration, advanced applications, and inbound call treatment. 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. Following the completion of the BRD a formal review is held between key stakeholders from RingCentral and the Customer to walk through the entire document in detail. At the conclusion of the final review RingCentral will ask the Customer to sign the final BRD as the trigger that both parties have an agreed upon final design and signal the transition into the implementation stage of the project.

**Implementation** – During the implementation stage of the project RingCentral will take the complete UC and CC 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 PM will provide a curriculum of web based training classes for the Contact Center agents, supervisors, and administrators to review and achieve before the transition into the Control and Monitor stage. This web based training provides the foundation for the Contact Center users to understand the basics of the console and reporting applications. RingCentral will work with the customer to complete the network assessment and



remediation during this time (if it was not completed earlier) to ensure proper configuration for optimal voice quality. 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).

Control and Monitor – During the control and monitor stage of the project the Customer will complete UAT on for the UC and CC platforms. RingCentral can provide baseline UAT plans, as needed, but 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, to build upon the remote web based training classes identified in the curriculum provided in the Implementation stage of the project. During this stage all on-site delivery services and training are completed and staging of all necessary go-live activities are prepared. At the conclusion of all training classes and the Customer UAT, RingCentral and the Customer will conduct a project go/no-go review, or a customer readiness review. 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. RingCentral will request the customer execute a Readiness Checklist as record of mutual agreement to move forward, and the project will transition into the final stage, acceptance and closure).

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. Services performed during a go-live may include porting of customer telephone numbers to RingCentral, final hardware placement, additional training and floor-walking, and/or Contact Center supervisor reports training. 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.

## Project Methodology

All Professional Service engagements include a designated Project Manager skilled in the practice of PMI methodology. The initial Planning and Design follows a comprehensive Business Requirements Document (BRD) that requires signature by both parties for each component. Project initiation (outlined above) can include any number of project governance documents. RingCentral has a vast library of documents in our Project Management Office that we can leverage to align project documents with customer requirements for tracking and documentation. Standard documents included for all projects include:

Documentation used during project:

- BRD checklists for both RingCentral Office and Contact Center;
- PMI based project plan (Gantt chart);
- LOA (letter of authorization) for porting;
- Site network readiness;
- Site implementation completion form;
- Customer readiness report card;
- Final project sign off

## Project Acceptance

The executed Professional Services SOW will clearly define each phase and the cost associated to that phase at the time of signature. Each phase of the project is discussed in the pre-sales process to document the delivery strategy for the Customer. This strategy may include multiple go-live instances by site, it may include phasing by solution or technology, it may



include phasing by business unit, but every scope of work document is crafted to align with customer expectations for the desired roll-out.

The RingCentral Project Manager will provide a detailed project plan with milestones and work breakdown structure followed by RingCentral to take the customer from signature to go live as seamlessly as possible and throughout that process guides a high quality product at go live. A customer readiness review (more commonly known as a go/no-go review) is completed for a final risk and issue review before moving into production covering results of the QA and UAT testing, as well as results of the included training sessions. Upon agreement in the readiness review, the go-live is confirmed and resources finalized. At the completion of the scheduled go-live, RingCentral will review any open items, lessons learned, tickets, and / or requested changes with the customer and submit the Project Closure document for review and execution. Acceptance criteria is built into the overall process to drive quality throughout to allow a seamless migration to RingCentral

## Training Included

RingCentral Office and Contact Center both strive to achieve a high adoption and usability rate for the end users and agents. On the RC Office side that begins during the Planning and Design stage to assign users to "profiles" for similar functionality and usage. This leads to targeted training for end users on the functions and responsibilities most closely tied to their role in the organization. An example is the functional training provided to a billing / accounting resource is different than the training provided to an executive administrator). On the CC side the training provided has a layered approach with one session building upon the next. The CC training starts with providing online pre-recorded general training classes. This serves as the foundation for the agent interface, basic usage, and supervisor functions. The next step is providing remote guided training sessions that target the functionality the agent, supervisor, and administrators will use in their daily life. This is provided remotely via RC Meetings and recorded for the Customer to use for reference back, or future onboarding. The last step is on-site training. In this session the RC trainer will visit the customer location and provide hands on training for the agents, supervisors and administrators to further reinforce the features, functionality, and usage of the new solution. Additional sessions are available after go live, as well as continued education provided at no additional cost via the University page for online education. All provided training services must be scoped into the Statement of Work prior to contracting with Professional Services

### 1. RingCentral Office

- **Administrator Training** - 3-4 remote sessions once the client portal has been built. Reviews high level functionality including MACDs and call flow to granular details like advanced rules and roles and permissions. Training sessions conducted by PS Trainer or Project Manager in advance of the first deployment.
- **End User Training Remote** - Focused around the features/functionality required day one. Typical training sessions are one hour in length to include Q&A. Several sessions are scheduled in advance of site go-live to capture as many users as possible.
- **End User Training Onsite** - 2-3 group sessions, scheduled in advance, prior to the port. Focused on the features and functions required day 1 to ensure adoption.
- **Executive Trainings Onsite** - 15-20 minute one on one sessions with senior leadership and Executive Assistants to provide focused feature/function training plus completing personal settings so those users are ready to go when the port takes place.
- **Administrative Review Onsite** - Once the port has taken place and the system is functioning live, final details are reviewed to ensure proper build out of call flows, groups and settings before site sign off.

### 2. RingCentral Contact Center

- **Administrator Training** – RingCentral training resource to provide an overview of the Central and Studio applications to help THE CUSTOMER facilitate the day-to-day operation of the Contact Center
- **Agent Training Remote** - Focused around the features/functionality required day one. Typical training sessions are one hour in length to include Q&A. Training included for Contact Center agents is “train the trainer” to a subset of the user population

- **Supervisor Training Remote** – Focused on the day 2 analytics and reporting for the operation of the Contact Center. Includes features for monitor, barge, coaching, etc.
- **Agent Training Onsite (optional)** – RingCentral training at the Customer facility to provide instructor led agent and supervisor training to local resources. Implementation Manager would stay for go-live and help with any floor walking and questions pertinent to the Contact Center
- **Additional training sessions are available at an additional cost. Some examples include:**
  - a. Advanced IVR Scripting training
  - b. Scripting integration with multi-media
  - c. Scripting integration with Web Interactions
  - d. Outbound dialer training
  - e. Workforce Optimization
    - i. Workforce Management
    - ii. Quality Monitoring
    - iii. Analytics

**After Implementation:** RingCentral will also provide THE CUSTOMER access to the RingCentral University which includes ongoing live and on-demand video trainings, self-paced courses and training materials. THE CUSTOMER can customize self-paced training plans in the RingCentral LMS and keep track of training requirements for compliance. The RingCentral Customer Success Manager aligned to THE CUSTOMER can help plan, coordinate and schedule ongoing customized training programs both onsite and remote at no additional costs to help continue to drive adoption after the initial implementation period has been completed. Additional formal training classes are available from the Professional Services product catalog at an additional cost

#### **End User Adoption**

RingCentral Office and Contact Center both strive to ensure a high success rate for adoption and usability for the end users and agents. On the RC Office side that begins during the Planning and Design stage to assign users to "profiles" for similar functionality and usage. This leads to targeted training for end users on the functions and responsibilities most closely tied to their role in the organization. An example is the functional training provided to a billing / accounting resource is different than the training provided to an executive administrator). On the CC side the training provided has a layered approach with one session building upon the next. The CC training starts with providing online pre-recorded general training classes. This serves as the foundation for the agent interface, basic usage, and supervisor functions. The next step is providing remote guided training sessions that target the functionality the agent, supervisor, and administrators will use in their daily life. This is provided remotely via RC Meetings and recorded for the Customer to use for reference back, or future onboarding. The last step, which is an optional charge, is on-site training. In this session the RC trainer will visit the customer location and provide hands on training for the agents, supervisors and administrators to further reinforce the features, functionality, and usage of the new solution. Additional sessions are available after go live, as well as continued education provided at no additional cost via the University page for online education

## **Preferred Project Management Methodology**

All Professional Service engagements include a designated Project Manager skilled in the practice of PMI methodology. 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. The project is broken into five stages including Initiation, Planning and Design, Implementation, Control and Monitor, and finally Acceptance and Closure. Traditionally a PLC model requires strict adherence to gating events to move from stage to stage, however RingCentral interjects aspects of Software Development Life Cycle (SDLC), or Agile, modeling to create a unique experience for every customer. The initial Planning and Design follows a comprehensive Business Requirements Document (BRD) that requires signature by both parties for each component. Project initiation (outlined above) can include any number of project governance documents. RingCentral has a vast library of documents in our Project Management Office that we can leverage to align project documents with customer requirements for tracking and documentation. Standard documents included for all projects include:

Documentation used during project:

- BRD checklists for both RingCentral Office and Contact Center;
- PMI based project plan (Gantt chart);
- LOA (letter of authorization) for porting;

- Site network readiness;
- Site implementation completion form;
- Customer readiness report card;
- Final project sign off

## Org Chart or Roles / Responsibilities

Project Manager	<ul style="list-style-type: none"> <li>● Overall owner of the project and delivery services</li> <li>● Experience ranges from 2-30 years</li> <li>● Certification and training in PMI / PMP methodology as well as training by RingCentral in technology and delivery services</li> <li>● Achieved or working toward PMP certification</li> </ul>
Build Engineer	<ul style="list-style-type: none"> <li>● Overall owner of the PBX Planning and Design</li> <li>● Experience ranges from 2-15 years</li> <li>● Certification and training by RingCentral technology and delivery services</li> </ul>
Implementation Advisor	<ul style="list-style-type: none"> <li>● Owner of the PBX build following the Planning and Design / BRD document</li> <li>● Experience ranges from 2-15 years</li> <li>● Certification and training by RingCentral in technology and delivery services</li> </ul>
Implementation Manager	<ul style="list-style-type: none"> <li>● Owner of the CC build</li> <li>● Experience ranges from 2-20 years</li> <li>● Certification and training in RingCentral technology and delivery services</li> </ul>
On-Site Delivery Services	<ul style="list-style-type: none"> <li>● Overall owner of the on-site delivery services</li> <li>● Experience ranges from 2-20 years</li> <li>● Certification and training in PMI / PMP methodology as well as training by RingCentral in technology and delivery services</li> </ul>
Trainer	<ul style="list-style-type: none"> <li>● Overall owner of training services Experience ranges from 2-15 years</li> <li>● Certification and training by RingCentral in technology and delivery services</li> </ul>
Network Engineering	<ul style="list-style-type: none"> <li>● Overall owner of Network Services Experience ranges from 10-20 years</li> <li>● Certification and training by RingCentral in technology and delivery services</li> </ul>

## Risk Assessment

1. Porting the Customer's numbers is an external risk that can make or break the success of any project. RingCentral submits the port requests early to ensure that, even with potential rejections, the timeline stays on track.
2. Maintaining the project timeline is critical as it relates to scheduling resources both internally and for onsite support. Clear timelines will ensure all stakeholders have visibility into when sites are going live and that the necessary RingCentral and Customer resources are available.
3. Project success often hinges on driving adoption across your end users. Training provides that aspect of the project. RingCentral has a team, RingCentral University, of trained professionals who cater specifically to adult users who can be resistant to change. Training is provided both remotely via webinars and onsite (optional) if included in scope.
4. Client data collection early in the project requires client involvement to provide the necessary user, call routing and porting documentation. The speed and accuracy of this data will determine the how quickly the portal can be built and when the ports can be scheduled.

## VAR / Third Party Alignment

RingCentral Professional Services includes both direct implementation and support services through badged employees. VAR are utilized based on technology alignment and / or location, but all Professional Services are included on RingCentral paper and fully owned by RingCentral for successful delivery of services to the Customer.

Or

RingCentral uses badged employees for the installation of both Contact Center and Office solutions for our customers but can leverage third party contractors for delivery services based on need, bandwidth, and technical expertise. All resources contracted to complete work on behalf of RingCentral are certified to deliver their solution, or specifically licensed for that expertise. Examples of those third parties include NICEinContact to deliver the NICE WFO suite of services, or a MS Dynamics partner to deliver integrations with MS Dynamics. All Professional Services are licensed on RingCentral paper and as such RingCentral is held accountable for the successful delivery of all solutions

## System / Load Testing

RingCentral provides level of effort to support both Quality Assurance (QA) and User Acceptance Testing (UAT) in the executed SOW. QA testing is traditionally delivered remotely in partnership with the customer development or IT resources to review the core business function against the designed solution, review basic feature / functionality matches the designed request, and ensures proper use cases are accepted. Once QA is successfully completed RingCentral will turn the solution over to the Customer to execute their UAT plan and provide guidance and support where needed / necessary

Applications potentially included in the scope include:

- RingCentral Office
- RingCentral Contact Center ACD routing
- Omni-channel integration (email, chat, etc)
- Speech Recognition
- Callback in queue
- Automated outbound dialer
- Workforce Optimization Suite
  - Quality Monitoring / Screen Recording
  - Workforce Management

Each application will include standalone testing as an individual application prior to integration testing with all related applications via QA and UAT prior to acceptance and go live

Test results are provided to the customer for retention and storage after QA and throughout UAT

Load testing is completed on the RingCentral Enterprise rather than on the individual business unit. Inbound circuits are not specific to the Customer, but rather a tenant in a cluster, and as such load testing is Not Applicable as the Customer is sharing resources. Network bandwidth requirements are provided to the customer and a network probe is placed on the customer network to gather traffic information to analyze WAN details for RingCentral to review for corrections or recommendations. Load testing to the customer network is available, but additional information and details are required prior to scoping.

## Consulting Pre and Post Installation

RingCentral will typically conduct this process in two steps. The simplest way to think of these steps is to break them down into "Pre-sales", "Post-sales", and "Post Go-live"

- **"Pre-sales"** – During pre-sales the Ringcentral Contact Center Solutions Engineer will spend time with the customer stakeholders to review The Customer's needs. This discussion can include a review of any existing call flows, existing and desired functionality, additional integrations, and any advanced applications required to achieve The Customer's desired end state. The CC SE will then capture all necessary technical requirements via the Solution Overview (SO) document and review those requirements during a read-back session with The Customer. This document will typically

cover any high level IVR flows provided by the customer, while providing Professional Services the input to build the level of effort for the implementation quote.

- **“Post-sales”** – Upon signature The Customer is assigned a Project Manager who would lead the delivery effort to execute against the statement of work. The Project Manager will assign delivery resources to the project team and work with the customer designated Subject Matter Experts (SME) to complete a detailed data collection on the design and build of the Office and Contact Center (including IVR flows). During the discovery process, the assigned RingCentral technical resources will take point on reviewing the provided customer data and make recommendations to current flows and features to best utilize the new system. These resources will consult with the customer and provide them a thorough understanding of the pros and cons of certain flows and features to make the best informed decision on the final IVR flows.
- **"Post go-live"** - Following the Acceptance of the solution by the customer RingCentral offers post-installation consulting through one-time Professional Services Now services, continued consulting via Health Check and Consulting offers, or through University and follow-on Training services.

## Customer Responsibilities

ROLE	ROLE DESCRIPTION	NAME/NOTES
Executive Sponsor	Executive Sponsor of the project.	
Project Manager	Responsible for success of project and the main contact for the RingCentral team. Responsible to assign customer resources to tasks as defined. For example: train the trainer tasks.	
Business Requirements Experts ACD	Define requirements of ACD/IVR, call flows expert, extensive knowledge of customer experience requirements in terms of call flow. This role should attend RingCentral Contact Center training and should also be responsible for testing call flows.	
IT Infrastructure	Knowledge of company network, perform ping test, etc., bandwidth, desktop and application support	
Telephony Technical	PBX knowledge, phone/agent leg knowledge, carrier coordination	
Agent Trainer(s)	This role should attend RingCentral agent training.	
Contact Center Managers and Agent Administrators and Trainers	Responsible for administering user in RingCentral Contact Center application, setting security profiles as access. Responsible for managing contact center KPI's and performance reporting. Responsible for training agents on new platform. This role should attend training on Central reporting.	
API Development Resource(s)	Responsible to assist RingCentral with API integration with any scoped Third Party solution including CRM, Payment System, Database, etc.	Only as applicable to project.
Workforce Optimization Administrator(s)	Responsible for WFM and WFO requirements and application set up. Attend WFM enablement sessions to gain training necessary to set up application.	Only as applicable to project.
IVR Prompt Creators, Administrator(s)	Role responsible to create content and managing updates of prompts. This role should get training in Studio to update prompts.	Only as applicable to project.
Dialer Campaign Administrators(s)	Responsible to create dialer campaigns and assigning them to agents. This includes management of lists to be called.	Only as applicable to project.
Call Flow Scripting - Technical	Responsible for updating scripts in Studio. This role should attend Studio training.	Only as applicable to project.
Customer Survey Administrator(s)	Responsible for creating and maintaining surveys to customers.	Only as applicable to project.



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x. Describe the financial condition of offeror.

As a publicly traded organization, all of our SEC financial filings may be accessed under the Investor Relations section of our website here:

<https://ir.ringcentral.com/financials/sec-filings/default.aspx>

- 1) >\$1B annual recurring revenue rate, up 33% y/y (1Q20)
- 2) \$524M mid-market & enterprise annual recurring revenue rate, up 52% y/y (1Q20)
- 3) \$318M enterprise annual recurring revenue rate, up 59% y/y (1Q20)
- 4) Profitable, with 2019 non-GAAP operating margins of 9.2% (up from 8.7% in 2018)
- 5) Generated positive annual free cash flow since 2016
- 6) Cash balance as of 1Q20 of \$762M

RingCentral from a market perspective

- 1) \$24B market cap with stock up >60% year to date
- 2) 24 wall street institutions cover us; 23 have buy (or equivalent) ratings; 1 has a neutral

xi. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

RingCentral is a UCaaS provider with a Software as a Service (SaaS) model - our services are completely cloud-based. Our public website ([www.ringcentral.com](http://www.ringcentral.com)) does not really work in the same way an e-commerce site may work for physical goods. We will generally have an Account Executive work with a customer to make the original purchase or our services and plan the implementation. Once the customer is up and running, they will have a private portal that will allow for the ability to add users as needed, and see reporting on billing, utilization, etc. RingCentral can demo this admin site on request but are not able to provide a working link in this response.

xii. Provide any additional information relevant to this section.

RingCentral is an industry leading provider of UCaaS technology. We have been rated as a Gartner Group Magic Quadrant leader for the last five years. RingCentral invests over \$130M annually in the on-going development of our platform, which is significantly more than any or our competitors. RingCentral can deliver the most complete and most reliable platform available, and pair that with outstanding support and partnership.

RingCentral has built out it's SLED (Public Sector/Education) vertical, so we have focus on this vertical and the people that help drive our success in this space. We have the capacity to handle the OMNIA relationship with Region 4 and all of the eligible entities



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that can purchase off this contract. We have over 500 sales & support professionals across the United States.

RingCentral was started over 15 years ago by the same person (Vlad Schmunis) the is our CEO today. We recently passed the \$1B mark in annual revenue, but the company still runs with a small company's attention to detail and support with every customer. We take that same focus with our partnerships.

Working with OMNIA and Region 4 to help better serve the public sector and education space is an opportunity that our team is very enthusiastic about moving forward. We are committed to providing the best combination of solution, support, partnership and pricing.



**Request for Proposal (“RFP”) by Region 4 Education Service Center  
 (“ESC”) for Unified Communications as a Service (UCaaS)  
 Solicitation Number 20-09**

**Tab 4: Qualification and Experience**

Contact:

**Naveed Husain**  
VP Vertical Programs  
[naveed.husain@ringcentral.com](mailto:naveed.husain@ringcentral.com)  
(650) 667-1056

LEGAL DISCLAIMER

All information and pricing data submitted by **Region 4 ESC**, is non-binding and is for evaluation purposes only and is subject to adjustment and/or modification by **RingCentral** after its review, consideration, and negotiation of the terms and conditions of a definitive final contract. All data and information contained herein and provided by **Region 4 ESC**, is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of **RingCentral**.



**Tab 4: Qualification and Experience****a. References**

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

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 350,000 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 apps, desk phones as well as mobile apps, simplifying the management of the phone system across all international branch offices. 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 UC 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.

- ii. Describe Offeror's reputation in the marketplace.

RingCentral has an excellent reputation in the marketplace, both with our customers, and with technology advisors. In the following paragraphs, we demonstrate our reputation as a customer service organization. In item iii we demonstrate our reputation as a technology solutions organization.

**Customer Testimonials**

- "I really have nothing but praise for RingCentral Professional Services. They helped us implement the system several months faster than we could have done it

- on our own. All agree it was a very worthwhile investment.” --**Randy Boyd, Infrastructure Architect, World Vision US**
- “In a lot of ways, RingCentral saved the day for us.” --**Bryan Lucas, Chief Technology Officer, Texas Christian University**
  - *“There are a lot of reasons we chose RingCentral, but our need for a disaster-proof phone system was one of them. And they sure proved themselves worthy of that label right away.”* --**Eric Wang, Vice President of IT and CIO, Woodbury University**

## Customer Satisfaction (CSAT)

RingCentral excels in customer satisfaction levels for both our solutions and our support center ratings. Since launching our comprehensive Global Customer Care initiative in 2013, we have achieved many milestones, including:

- TSIA Pacesetter status with a 9.4 CSAT score
- The launch of our Customer Success Manager initiative to provide dedicated one-on-one service and support for our mid- to large-enterprise customers
- Nine new offerings from Professional Services with a 1,000% increase in customer engagements in 2016 and a 9.9/10 CSAT score
- Expansion of our international customer support team to serve our 600 new global enterprise customers
- A 175% increase in our NPS score for the 100+ customer segment
- 2017 Silver Stevie Award for Customer Service Department of the Year 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 9.2.

This is especially important to us as 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 organization is solely focused on adding, growing and serving customers that use our platform. The benefit to our customers is greater investment protection, greater quality of service, enhanced reliability and resiliency, and greater coverage. RingCentral's financial strength and stability ensures that not only are we making investments in the future but we also have the resources necessary to ensure our customers receive the highest degree of customer service after the sale. This is evidenced by the fact that RingCentral has less than a 3% churn rate; meaning that more than 97% of our customers renew their service after the initial term. Additionally, RingCentral holds a Net Promoter Score (NPS) of 67, which is considered exceptional. The NPS is a customer loyalty metric that measures customers' willingness to not only return for another purchase or service but also make a recommendation to their family, friends or colleagues. RingCentral promoters are those who respond with a score of 9 to 10, and they are likely to create most value, such as buying more, remaining customers for longer, and making more positive referrals to other potential customers. The NPS is a number from -100 to 100 calculated by subtracting the percentage of detractors from the percentage of



customers who are Promoters. Scores higher than 0 are typically considered to be good and scores above 50 are considered to be excellent.

### **Customer Retention**

RingCentral has an exceptional customer retention rate, verifiable through our subscription renewals. For the previous five financial quarters, our net monthly subscription dollar retention rate has exceeded 99%.

### **Top Place to Work**

In addition to our reputation for customer satisfaction, RingCentral also holds numerous awards as a top employer, including the following:

- 2013, 2014, 2015, 2017, 2018, 2019 and 2020, Denver Post lists RingCentral as a Top Place to Work
- San Francisco Business Times and the Silicon Valley Business Journal recognized RingCentral as a 2018 Bay Area Best Places to Work

### **Industry Recognition**

In the question iii below, we discuss the excellent reputation of our technology solutions.

iii. Describe Offeror's reputation of products and services in the marketplace.

RingCentral is the #1 Cloud-Based business phone system trusted by over 350,000 companies to provide high-quality business VoIP services. We are the fastest growing company in the industry and have held an A+ rating with the Better Business Bureau for the past 9 years. As the largest hosted-VoIP provider, RingCentral handles over 4 billion minutes of voice traffic annually.

RingCentral is the only UCaaS provider to have leadership or top rank recognition by four major analyst firms:

- Gartner has placed RingCentral as a Magic Quadrant Leader for five consecutive years, since 2015.
- TMC Unified Communications Product of the Year Award 2014, 2017, 2018 and Internet Telephony Product of the Year award in 2016
- IHS Markit has placed RingCentral as a Leader in the 2018 North American UCaaS Scorecard Report
- Aragon has placed RingCentral as a Leader in The Aragon Research Globe for Unified Communications and Collaboration, 2018



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Additional awards include:

- Market Leadership Award from Frost & Sullivan for the second consecutive year
- Numerous reviews and awards from respected publications including PC Magazine Editor's Choice in 2015 and 2016

A full listing of RingCentral awards and recognition is available at: <https://www.ringcentral.com/whyringcentral/awards.html>.

RingCentral's recognition for these above awards are a result of our world-class Network Operations Center (NOC) which is monitored 24x7 by highly skilled engineers. Maintaining a 24x7 world-class NOC is an investment not found amongst all cloud-based business phone systems, but we consider it to be crucial in delivering the utmost in voice quality and reliability.

RingCentral is a global and publicly traded company. If you would like additional information regarding the structure of our organization as well as a partial breakdown of our personnel, please see our public SEC filings here: <http://ir.ringcentral.com/CorporateProfile.aspx?iid=4406983>

iv. Describe the experience and qualification of key employees.

RingCentral was founded 15 years ago by Vlad Schmunis who remains the active CEO of the company. Under his leadership RingCentral has gone from start-up to over \$1B in revenue. The Senior Executive team is staffed by extremely experienced leaders in the UCaaS industry, the majority of which have a long tenure with our organization. RingCentral has been recognized as a leader in this space for many years and this team has been the group driving that innovation and performance.

Specific to the team engaged on this contract, RingCentral has built and extremely experienced team to address our public sector and education business. Naveed Husain (VP of Verticals Program) is an industry professional with 25 years of experience. He is a highly motivated and expert business leader, proficient in defining and guiding information systems vision, strategy and execution for large enterprise corporations. Naveed has most recently served as the CIO of Columbia University, Teachers College and is a thought leader in communication technology for Education. The sales and engineering teams that support and drive our public sector business are comprised of a very experienced group of industry professionals that have been formed based on their knowledge of our offerings



and the public sector and education space. We also have a dedicated legal and contracts team to support our public sector business efforts.

Derek Morgan, the Senior Partnership Manager for this engagement, has 25 years of technology sales and partnership experience and has worked in a role supporting OMNIA on the commercial side for nearly three years.

Michael Fiocca, the Director of Public Sector Sales, has 20+ years of industry and public sector sales experience, including five years with RingCentral.

Our Customer Success Managers have market leading qualifications to ensure success of each account. These qualifications include:

- 5+ years of enterprise-level customer success experience at a SaaS company,
- 3+ years Customer Success Management experience
- A proven track record of achieving and exceeding adoption, revenue and customer satisfaction goals
- Driven by personal, team and company achievement with a commitment to excellence
- Possess blend of technical expertise and sales acumen wrapped in a strong customer-centric mentality
- Strong analytical, problem-solving and dot connecting skills with the ability to develop quick, accurate situational awareness
- Enterprise-ready, solution-oriented mindset to understand and solve complex customer issues
- Experience and comfort interacting with and influencing C-level executives
- Strong communication skills – written and verbal – with an understanding of situational best practices
- Excellent presentation skills – from small to large audiences
- Ability to lead, manage or influence both internal RingCentral resources as well as customer resources to achieve successful outcomes
- Experience with VoIP and Contact Center technology
- BS or equivalent education and relevant experience

v. Describe Offeror's experience working with the government sector.

RingCentral has been helping government organizations transform processes, improve collaboration, and deliver visionary solutions for over ten years. RingCentral has a comprehensive public sector segment with customers that provide input on our product functionality and features. As more government entities move to the cloud, they are partnering with RingCentral to deliver the same functionality and reliability they have with their existing on-premises voice solutions. RingCentral has over two thousand government sector customers today, and we continue to grow as more government sector companies embrace cloud.



vi. Describe in detail what level of assistance will be provided to a Participating Public Agency to secure e-rate funding. Identify how much effort will be required in obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the e-rate program.

The Federal Communications Commission (FCC) eliminated the “Eligible Voice Services” section of the E-Rate Eligible Services List (ESL) so Voice Services are no longer eligible for E-Rate funding consistent with the FCC’s decision in the 2014 First E-Rate Order to phase down E-Rate program support for voice services by FY2019. Therefore, our services are not eligible.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

**Litigation:** RingCentral is a publicly traded company. Our Class A common stock has been listed on the New York Stock Exchange under the symbol “RNG” since September 27, 2013. As a public entity, any material disclosure must conform to the guidelines established by the U.S. Securities and Exchange Commission (SEC). We refer you to our SEC filings which may be accessed under the Investor Relations section of RingCentral's website here: <http://ir.ringcentral.com/docs.aspx?iid=4406983> where matters requiring disclosure are set out in RingCentral's Annual Report on Form 10-K. See Part I, Item 3 of RingCentral's Annual Report on Form 10-K entitled “Legal Proceedings” for details. In summary, RingCentral is subject to certain legal proceedings, 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.

**Bankruptcy:** No. RingCentral has never declared nor been involved in any bankruptcy proceeding.

**Reorganization:** RingCentral has had no recent reorganization, merger, divestiture, and/or acquisition. Details for the Executive Team and Board of Directors can be found on our website at <https://www.ringcentral.com/whyringcentral/leadership.html>.

**State investigations of entity or current officers and directors:** RingCentral as a publicly traded company cannot disclose material 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: <http://ir.ringcentral.com/docs.aspx?iid=4406983>. In the ordinary course of business, there may be occasions where routine audits may occur (for example, verification of sales tax collections / payments). However, there have been no audits by a federal or state agency requiring disclosure per SEC guidelines.





viii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

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.

<b>Customer</b>	<b>Project Description</b>	<b>Link to Full Story</b>
California Bay Area Unified School District	UCaaS, RingCentral Auto-Receptionist, 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	<a href="https://www.ringcentral.com/whyringcentral/casestudies/school-district.html">https://www.ringcentral.com/whyringcentral/casestudies/school-district.html</a>
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	<a href="https://www.ringcentral.com/whyringcentral/company/pressreleases/pressreleases-2016/santa-clara-unified-school-district-moves-its-communications-inf.html">https://www.ringcentral.com/whyringcentral/company/pressreleases/pressreleases-2016/santa-clara-unified-school-district-moves-its-communications-inf.html</a>
City of Williamsburg, Virginia	RingCentral Office for voice and fax and RingCentral Glip and Meetings for 200+ employees serving a city of 15,000+ residents	<a href="https://www.ringcentral.com/whyringcentral/casestudies/city-of-williamsburg.html">https://www.ringcentral.com/whyringcentral/casestudies/city-of-williamsburg.html</a>



Texas Christian University, Texas	UCaaS to maintain business continuity during COVID shutdown for 10,000 students and nearly 1,000-member staff	<a href="https://www.ringcentral.com/blog/top-ranked-university-keeps-the-learning-going-through-covid-19/">https://www.ringcentral.com/blog/top-ranked-university-keeps-the-learning-going-through-covid-19/</a>
Central Health - Travis County, Texas	RingCentral's Glip provides real-time communication to improve performance of Central Health's Joint Technology group	<a href="https://www.ringcentral.com/whyringcentral/casestudies/central-health.html">https://www.ringcentral.com/whyringcentral/casestudies/central-health.html</a>

Please refer to: <https://www.ringcentral.com/whyringcentral/casestudies.html> which lists Case Studies and Customer Testimonials for reference. This page may be filtered by industry.

ix. Provide any additional information relevant to this section.

Please refer to: <https://www.ringcentral.com/whyringcentral/casestudies.html> which lists Case Studies and Customer Testimonials for reference. This page may be filtered by industry.





**Request for Proposal (“RFP”) by Region 4 Education Service Center  
 (“ESC”) for Unified Communications as a Service (UCaaS)  
 Solicitation Number 20-09**

**Tab 5: Value Add**

Contact:

**Naveed Husain**  
VP Vertical Programs  
[naveed.husain@ringcentral.com](mailto:naveed.husain@ringcentral.com)  
(650) 667-1056

LEGAL DISCLAIMER

All information and pricing data submitted by **Region 4 ESC**, is non-binding and is for evaluation purposes only and is subject to adjustment and/or modification by **RingCentral** after its review, consideration, and negotiation of the terms and conditions of a definitive final contract. All data and information contained herein and provided by **Region 4 ESC**, is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of **RingCentral**.

**Tab 5: Value Add**

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

RingCentral is excited about the opportunity to work with Region 4 ESC providing a truly differentiated RFP by Region 4 Education Service Center (“ESC”) for 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 Region 4 ESC’s business. We believe that RingCentral’s extensive cloud experience will deliver a great modernization opportunity for Region 4 ESC, with meaningful, qualitative, and measurable quantitative benefits to operations and economics.

**Vertical Focus and Thought Leadership**

RingCentral has developed an organization that focuses specifically on vertical industries, specifically, Public Sector/Education, Healthcare, Retail, and Financial Services. 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. This puts RingCentral in a great position to create even more value for OMNIA, Region 4 and participating entities to best leverage our technology.

**Quality of Service Tool (QoS)**

RingCentral applies analytics to enable predictive Quality of Service (QoS) capabilities, with real-time dashboard visibility. QoS Analytics gives you the ability to anticipate and diagnose call quality issues impacting your users. In near real time, troubleshoot problems globally before they escalate to critical issues.

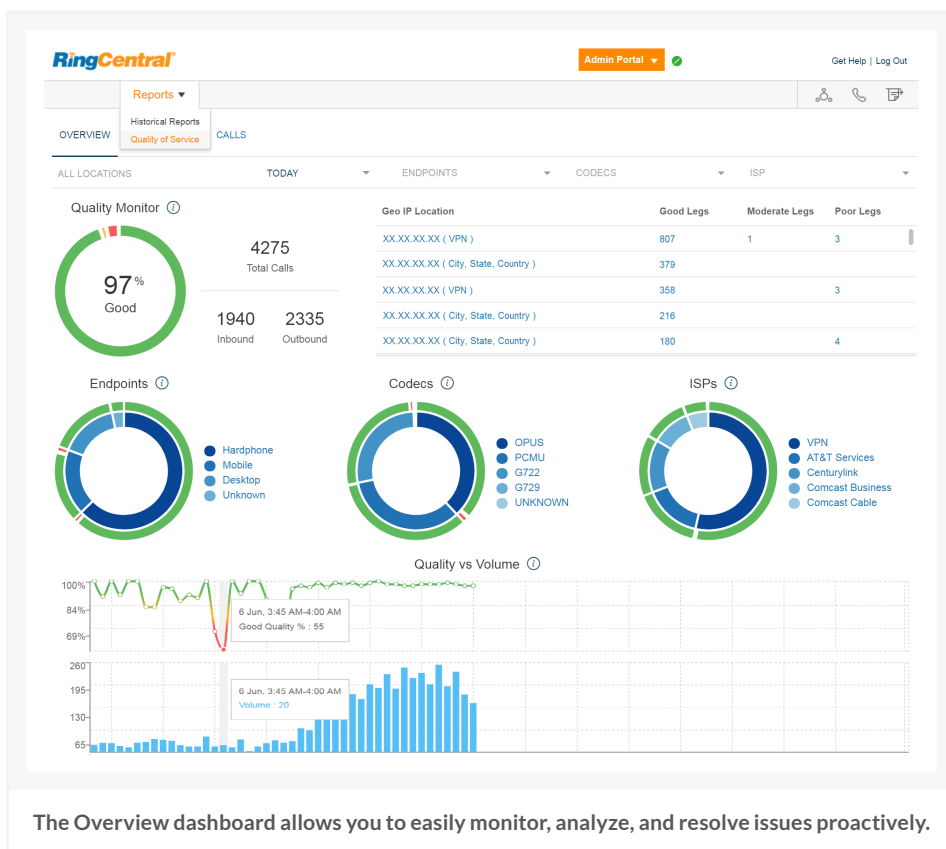
QoS Analytics can help an administrator understand:

- Overall health of phone service
- Compare locations, regions, and offices for quality trends
- User experience of a particular group of users
- Quality changes of the course of a day due to overall call volume
- Codec data transmission reaction to network issues

We have attached our QoS data sheet on the next page for further explanation of key features and benefits.

# Quality of Service Analytics

RingCentral Quality of Service Analytics gives you the ability to anticipate and diagnose call quality issues impacting your users. In near real time, troubleshoot problems globally before they escalate to critical issues.



## How it works

When making a voice over IP (VoIP) phone call, the sound of your voice is broken into thousands of packets. These packets travel various paths on the internet to RingCentral and on to their final destination, where they are reassembled.

Many factors can affect packets on this journey, and thus impact the quality of the call. The three most common are latency, jitter, and packet loss. By collecting quality of service (QoS) information on both media streams for each call participant, RingCentral can provide in-depth analytics for quick identification of any poor-quality calls and patterns in problematic calls for immediate isolation, troubleshooting, and resolution.

## Features and benefits

- **Powerful dashboard** displays call quality information, giving you the ability to diagnose issues in near real time.
- **At-a-glance overview** of the global health of a phone system, incorporating multiple scenarios for proactive monitoring and investigation.
- **Analysis of the user experience** based on their device type.
- **Pinpoint problematic calls** to identify patterns in quality degradation on country, regional, and local levels.
- **Ability to compare** between voice codecs and internet service providers.
- **Analysis of voice quality** over time and in relation to call volume.
- **Extension analytics** allow tracking of quality trends down to the individual user level.
- **Fast search** for specific calls with in-depth information for each caller involved in a conversation.
- **Easy-to-understand quality scores** for media streams based on transport information: jitter, latency, packet loss, and codecs.

## The RingCentral Quality of Service page helps you to locate or compare particular calls.

- Flexible, intuitive search for fast issue identification
- Multidimensional filters to deal with user escalations in proactive and reactive scenarios
- Detailed information for each call participant to identify the root cause

Time ↓	From	To	Direction	Duration	Call Score	Result
3:31 PM	User Name - +Phone # Extension	User Name - +Phone # Extension	Internal	00:13	Good	📞
3:31 PM	User Name - +Phone # Extension	+Phone #	Outbound	23:39	Good	📞
3:31 PM	+Phone #	User Name - +Phone # Extension	Inbound	Live	★★★★	📞
3:30 PM	User Name - +Phone # Extension	User Name - +Phone # Extension	Internal	05:08	Good	📞
3:30 PM	User Name - +Phone # Extension	+Phone #	Outbound	00:05	Moderate	📞

## Quality of Service Analytics can help an administrator understand:

- Overall health of phone service
- Compare locations, regions, and offices for quality trends
- User experience of a particular group of users
- Quality changes of the course of a day due to overall call volume
- Codec data transmission reaction to network issues

**User Name Good**

Client → **4.2** (0) → RC

Packet Loss 0%  
Jitter Avg 20ms, Max 189ms

**User Name Moderate**

RC → **4.5** (0) → Client

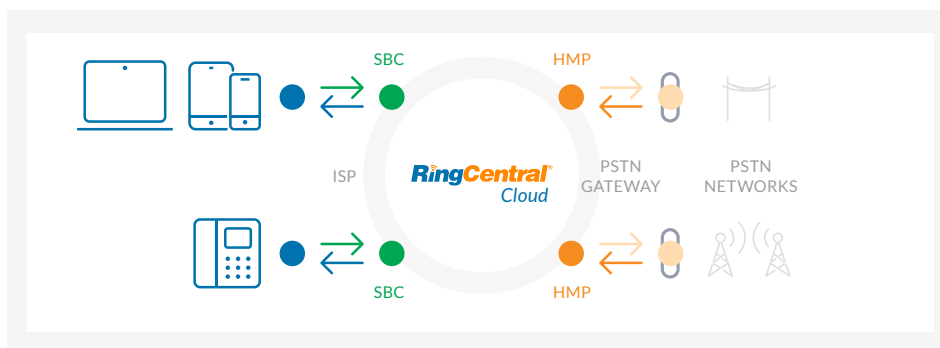
Packet Loss 3%  
Jitter Avg 64ms, Max 90ms  
Burst Density 0

Client IP	XX.XXX.XX.XX
Client IP Location	US
Client ISP	Xo Communications
Codec	OPUS
Endpoint	Mobile
Device	RCM(RC/9.1.0;Android/7.0)

You can use this information during your call with customer support. [Copy into clipboard.](#)

Call Card allows you to see the QoS details for each call participant in separate tabs. Each tab contains QoS details for the upstream: from the client to the RingCentral grid (green arrow on the picture to the right); and for the downstream: from the RingCentral grid to the client (blue arrow).

In the future, we will be able to provide additional information for the RingCentral side up to the PSTN (public switched telephone network, yellow arrow).





## Reliability

The RingCentral solution is an award-winning solution providing unparalleled flexibility, ease of use, and ease of administration. RingCentral will bring to Region 4 ESC a comprehensive, complete, cloud-based business communication solution that will unify all of your locations, employees, and devices under one solution. All of this will be supported by our world class round-the-clock support and carrier grade infrastructure.

**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.

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.

**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).

RingCentral supports G.711, G.729, G.722, and OPUS on mobile devices. G.711 is our default codec for desk phones and requires 80 kilobits per active phone call. G.729 is our low bandwidth mode which requires 10 kilobits per active call. G.722 is for pure HD voice and requires 95.2 kilobits per active call. OPUS is supported only on mobile and is an adaptive codec with variable bandwidth requirements depending on availability.

RingCentral provides you with reliable, high quality voice service. Your local network, Internet connection, and router devices all contribute to overall call quality. To help you manage your call quality, RingCentral offers tools to check your Internet connection speed, and instructions to configure the Quality of Service (QoS) settings of your routers. As part of a network assessment, we will be able to suggest any additional requirements.



**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. Our data centers are SSAE16, SAS70 & ISO 27001 compliant.

**MAINTENANCE AND SUPPORT:** RingCentral provides proactive notifications for upcoming releases. Additionally, your RingCentral account-aligned Customer Service Manager details these during periodic meetings. Certain applications (mobile, desktop) allow you to opt-out of an update, otherwise updates are provided through the applications upon first login after the update is released. Physical phones seldom have updates pushed to them (twice in the 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.

With RingCentral, no separate, exclusive maintenance options, support, or contracts are needed. No on-site 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.

All phones purchased from RingCentral including soft endpoints, are pre-configured and provisioned. Soft end points on tablets, desktops, and mobile devices simply need to be logged into.

Our physical desk phones are supported with a 90-day money back guarantee and a 2-year manufacturer warranty.

RingCentral provides a 24x7x365 customer care with a "follow-the-sun" model of an internal support organization resolving 90% of support cases with at the first support tier level without escalation. The 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.



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 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.

As new features are released, information is disseminated through newsletters and feature videos. We also employ these same videos throughout our administration interface online, so if you need help through a feature over time you can have a quick reminder. Support is still unlimited as long as your contract lasts, so if there are particular questions, you have plenty of ways to get answers.

## **Usability**

**INTEGRATIONS:** From a 3rd party integration perspective, 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 home grown solutions, and any future solutions which may be used.

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 on Day1.

Your developers can use the RingCentral family of cloud APIs and SDKs to seamlessly integrate RingCentral into their enterprise workflow, or RingCentral can be involved in this process. Many of our customers have built their own integrations, seeking help from our developer community <https://developer.ringcentral.com/>.

**EASE OF USE AND MANAGEMENT:** RingCentral Office is easy to understand and use. Also, RingCentral was built to be largely self-managed. Our interface follows logical call flows and allows the entire system to be administered from a single web interface by





designated personnel. Permissions may be defined to allow access to various roles ensuring that the system management does not fall on a single administrator.

Moves, adds, changes, deletions (MACDs) can be made instantly through the administrator interface. RingCentral provides an administrator portal which allows a system administrator with the highest levels of access to control every aspect of the solution. RingCentral allows administrators to manage the entire system from anywhere, at any time. Administrators have full managerial control over the system from the web portal. Of even greater value to our customers is the ability to manage the entire system right from the administrator's mobile application. Full administrative settings and functionality is available natively on the mobile client.

**EASE OF TRANSITIONING TO NEW SYSTEM:** RingCentral deploys the new system congruently with existing systems to eliminate service disruption, allowing both systems to operate side by side. Once deployed, systems are scrutinized and tested. Once testing is completed, all administrators, IT staff, and users are trained, the number porting process can begin.

We believe that our solutions go beyond the core functionality of existing on-premises communications solutions by providing additional key benefits that address the changing requirements of business, to allow business communications using voice, SMS, team messaging, collaboration, fax, and HD video web conferencing. The key benefits of our solutions include:

- **Location Independence.** Our cloud-based solutions are designed to be location independent. We seamlessly connect distributed and mobile users, enabling employees to communicate with a single identity whether working from a central location, a branch office, on the road, or at home.
- **Global.** Our RingCentral Global Office capabilities support multinational enterprise workforces. RingCentral Global Office connects multinational workforces globally, while reducing the complexity and high costs of maintaining multiple, legacy on-premises PBX systems with a single global cloud solution.
- **Device Independence.** Our solutions are designed to work with a broad range of devices, including smartphones, tablets, PCs, and desk phones, enabling businesses to successfully implement a “bring-your-own” communications device strategy.
- **Instant Activation and Easy Account Management.** Our solutions are designed for rapid deployment and ease of management. Our intuitive graphical user interfaces allow administrators and users to set up and manage their business communications system with little or no IT expertise, training, or dedicated staffing.
- **Scalability.** Our cloud-based solutions scale easily and efficiently with the growth of our customers. Customers can add users, regardless of their location, without having to purchase additional infrastructure hardware or software upgrades.
- **Lower Cost of Ownership.** We believe that our customers experience significantly lower cost of ownership compared to legacy on-premises systems. Using our cloud-based solutions, our customers can avoid the significant upfront costs of



infrastructure hardware, software, ongoing maintenance and upgrade costs, and the need for dedicated and trained IT personnel to support these systems.

- **Seamless and Intuitive Integration with Other Applications.** Applications are proliferating within businesses of all sizes. Integration of these business applications with legacy on-premises systems is typically complex and expensive, which limits the ability of businesses to leverage cloud-based applications. Our platform provides seamless and intuitive integration with multiple, popular, cloud-based business applications such as Office365, Google G-Suite, Salesforce CRM, Oracle, Okta, Zendesk, and Box, as well as customer lines-of-business applications.

## Turnkey Solution

**RingCentral is an all-inclusive provider.** We are able to provide Region 4 ESC 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:



RingCentral offers Region 4 ESC an industry-leading solution supported by a world-class service and support organization and backed by RingCentral's experienced research and development and executive teams. Our organization has been uniquely successful in addressing the needs of modern businesses through our cloud-based offering. We strongly believe we are the best strategic partner for Region 4 ESC and are willing to put the entire resources of our organization behind this project to ensure its resounding success.



**Request for Proposal (“RFP”) by Region 4 Education Service Center  
 (“ESC”) for Unified Communications as a Service (UCaaS)  
 Solicitation Number 20-09**

**Tab 6: Additional Required Documents (Appendix C)**

Contact:

**Naveed Husain**  
VP Vertical Programs  
[naveed.husain@ringcentral.com](mailto:naveed.husain@ringcentral.com)  
(650) 667-1056

LEGAL DISCLAIMER

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**Tab 6: Additional Required Documents (Appendix C)**

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)*

Please see attached document after this page.

- b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)*

Please see attached document after this page.

- c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)*

Please see attached document after this page.

- d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4) Please see attached document after this page.*

- e. Any additional agreements Offeror will require Participating Agencies to sign*

Please see attached document after Appendix #7 Additional Agreement page.



Appendix C, Doc #2

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

<b>Company</b>	RingCentral Inc.	<b>Contact</b>	<b>Signature</b>
			<b>Printed Name</b>
<b>Address</b>	20 Davis Drive		<b>Position with Company</b>
	Belmont, CA	<b>Official Authorizing Proposal</b>	DocuSigned by: <i>Naveed I Husain</i>
	94002, USA		<b>Signature</b> Naveed Husain
<b>Phone</b>	+1 888-528-RING (7464)		<b>Printed Name</b> VP Vertical Programs
<b>Fax</b>	+1 650-472-4100		<b>Position with Company</b>

## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

#### Electronic Filing Application:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

# Changes to Form 1295

Changes to the [law](#) requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

## **What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. **A completed Form 1295 is not required for:**

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
  - the value of the contract cannot be determined at the time the contract is executed; and
  - any qualified vendor is eligible for the contract;
- **a contract with a publicly traded business entity**, including a wholly owned subsidiary of the business entity;\*
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;\* or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.\*

The newly exempt contract types are marked with an asterisk.

## **Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?**

In 2017, the legislature amended the [law](#) to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

**Will my date of birth and address appear on the TEC's website when I file the form?**

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. *See also Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015)\_(mem. op.) (pet. denied) (*available [here](#)*).



Appendix C, DOC # 4

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, **Naveed Husain**, \_\_\_\_\_, as an authorized representative of

**RingCentral Inc.**

\_\_\_\_\_, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

DocuSigned by:  
*Naveed I Husain*  
C40F1AE02F7946B...

6/23/2020

Signature of Named Authorized Company Representative

Date

## Designated Foreign Terrorist Organizations Pursuant to Texas Government Code Chapter 2270

March 1, 2019

Abdallah Azzam Brigades (AAB)	ISIL-Khorasan (ISIL-K)
Abu Sayyaf Group (ASG)	ISIS-Bangladesh
Al-Aqsa Martyrs Brigade (AAMB)	ISIS-Greater Sahara
al-Ashtar Brigades (AAB)	ISIS-Philippines
al-Mulathamun Battalion (AMB)	ISIS-West Africa
al-Nusrah Front	Islamic Jihad Union (IJU)
al-Qa'ida (AQ)	Islamic Movement of Uzbekistan (IMU)
Al-Qa'ida in the Indian Subcontinent	Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
al-Qa'ida in the Arabian Peninsula (AQAP)	Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
al-Qaida in the Islamic Maghreb (AQIM)	Jaish-e-Mohammed (JEM)
al-Shabaab	Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Ansar al-Dine (AAD)	Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Ansar al-Islam (AAI)	Jemaah Anshorut Tauhid (JAT)
Ansar al-Shari'a in Benghazi	Jemaah Islamiya (JI)
Ansar al-Shari'a in Darnah	Jundallah
Ansar al-Shari'a in Tunisia	Kahane Chai (Kach)
Ansaru	Kata'ib Hizballah (KH)
Army of Islam (AOI)	Kurdistan Workers Party (PKK, aka Kongra-Gel)
Asbat al-Ansar (AAA)	Lashkar i Jhangvi (LJ)
Aum Shinrikyo (AUM)	Lashkar-e Tayyiba (LeT)
Basque Fatherland and Liberty (ETA)	Liberation Tigers of Tamil Eelam (LTTE)
Boko Haram	Mujahidin Shura Council in the Environs of Jerusalem (MSC)
Communist Party of the Philippines/New People's Army (CPP/NPA)	National Liberation Army (ELN)
Continuity Irish Republican Army (CIRA)	Palestine Islamic Jihad (PIJ)
Gama'a al-Islamiyya (Islamic Group - IG)	Palestine Liberation Front (PLF)
HAMAS	PFLP-General Command (PFLP-GC)
Haqqani Network (HQN)	Popular Front for the Liberation of Palestine (PFLP)
Harakat ul-Jihad-i-Islami (HUJI)	Real Irish Republican Army (RIRA)
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)	Revolutionary Armed Forces of Colombia (FARC)
Harakat ul-Mujahidin (HUM)	Revolutionary People's Liberation Party/Front (DHKP/C)
Hizballah	Revolutionary Struggle (RS)
Hizbul Mujahideen (HM)	Shining Path (SL)
Indian Mujahideen (IM)	Tehrik-e Taliban Pakistan (TTP)
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)	



**Request for Proposal (“RFP”) by Region 4 Education Service Center  
 (“ESC”) for Unified Communications as a Service (UCaaS)  
 Solicitation Number 20-09**

**Appendix**

Contact:

**Naveed Husain**  
VP Vertical Programs  
[naveed.husain@ringcentral.com](mailto:naveed.husain@ringcentral.com)  
(650) 667-1056

LEGAL DISCLAIMER

All information and pricing data submitted by **Region 4 ESC**, is non-binding and is for evaluation purposes only and is subject to adjustment and/or modification by **RingCentral** after its review, consideration, and negotiation of the terms and conditions of a definitive final contract. All data and information contained herein and provided by **Region 4 ESC**, is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of **RingCentral**.



## Appendix

### 7. Additional Agreements

Any additional agreements Offeror will require Participating Agencies to sign. If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal

RingCentral's price and delivery proposed in response to the RFP is predicated on all transactions being governed 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. 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. RingCentral's MSA is crafted so as to maintain compliance with these various legal and regulatory requirements.

## MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT** (together with its Attachments, the “Agreement”) between RingCentral, Inc., a Delaware corporation with its primary office at 20 Davis Drive, Belmont, CA 94002, (“RingCentral”), and << Customer Name >>, organized and existing under the laws of \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (“Customer”) is effective as of the last date of signature below (“Effective Date”). RingCentral and Customer may be individually referred to as a “Party” or collectively as the “Parties.”

### BACKGROUND

- A. RingCentral is a provider of cloud-based unified communications and collaboration services, including voice, online meeting, video conferencing, contact center and related services, applications and product integrations.
- B. Customer wants to receive certain RingCentral services and products as the Parties may agree in writing from time to time, described more fully in the relevant Attachments.
- C. This Agreement sets forth the terms and conditions under which RingCentral will provide such services and products to Customer.

The Parties agree as follows:

#### 1. Definitions

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

#### 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 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. Attachments

The 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 Office
- Service Attachment B – Professional Services Agreement
- Attachment C – Service Level Agreement for Office Services
- Attachment D – Service Level Agreement for Support Services
- Attachment E – Business Associate Agreement
- Attachment F – Security Addendum
- Attachment G – Public Sector Entity – Ts & Cs Addendum

- Attachment H – Data Processing Addendum

**C. 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>  
(ii) Rental: <https://www.ringcentral.com/legal/lease-rental.html>

**D. Term of this Agreement.**

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

**E. Services Term**

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 of the same length as the Initial Term (each a “Renewal Term”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to 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 payment card shall be used for any in-month purchases of additional Services and equipment, 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.

#### **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 all first-tier support to Customer's End Users. RingCentral may require Customer's Helpdesk support personnel to complete a series of training courses on RingCentral's Services. Such training will be provided online by RingCentral at no cost.
- ii.** RingCentral will make second-tier remote support available to Customer's Helpdesk personnel and/or Account Administrators via RingCentral 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. Onsite and implementation services are not included in the RingCentral Customer Care support.

- iii. Customer may open a case with RingCentral Customer Care at <http://support.ringcentral.com>. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account, and will be required to follow RingCentral's authentication protocol.

#### **C. 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.

#### **E. Limitations**

RingCentral may access your Account and related data as required to provide the Services.

### **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 may not use, or permit the use of the Services, to interfere with the use of RingCentral's service by others or with the operation of the RingCentral Network. Customer may not resell the Services. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement.

RingCentral may update the Use Policies from time to time, and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer.

##### **i. Acceptable Use Policy**

The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.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 RingCentral Support in advance to avoid any Service disruption.

**ii. Emergency Services**

RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.

**iii. Numbering Policies**

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

In the event that RingCentral notifies Customer of a modification to any Use Policy made pursuant to this Agreement, that has a material adverse effect on Customer's use of the Services and is not required by Law, the Customer may object to the modification by sending written notice to RingCentral within thirty (30) days from the date such modification is notified. In that case, the Parties shall work in good faith to find a mutually agreeable solution. If after negotiating in good faith the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with a thirty (30) days written notice to RingCentral. Any use of the Services after the effective date of such modification will be deemed Customer's acceptance of the change.

**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 set forth in Section 14((Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums

remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

## **7. Intellectual Property**

### **A. Limited License**

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

### **B. IP Rights**

#### **i. RingCentral's Rights**

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

#### **ii. Customer Rights**

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

### **C. Use of Marks**

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

## **8. Confidentiality**

### **A. Restrictions on Use or Disclosures by Either Party**

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

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

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

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

## **9. Data Protection**

### **A. Data Privacy**

RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with the Privacy Notice, which can be found at <http://www.ringcentral.com/legal/privacy-notice.html>. RingCentral may update the Privacy Notice from time to time and will provide notice of such update to Customer at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

### **B. Data Security**

RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), administrative and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification.

Customer must protect all End Points using 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. Limitation of Liability**

**A. Excluded Damages.**

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

**B. Direct Damages.**

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

NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE A 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.

**C. Survival.**

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

**11. Indemnification**

**A. Indemnification by RingCentral**

i) RingCentral agrees to indemnify, defend, and hold harmless the Customer at RingCentral's expense, from and against any and all third-party claims or causes of action, ("Third Party Claim") alleging that the Services as provided by RingCentral infringe or misappropriate the patent, copyright, trademark or trade secret rights of a third party. Further, RingCentral will indemnify and hold harmless the Customer from all damages, reasonable costs and attorneys' fees finally awarded against the Customer by a court of competent jurisdiction in connection with such Third-Party Claim or agreed to in a written settlement agreement approved in writing by RingCentral.

ii) RingCentral will have no indemnification obligations under subsection (i) above if 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; (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 by or on behalf of RingCentral, provided free of charge, (e) breach of the Agreement or misuse of the Services, or (f) a Third Party Claim by Customer's Affiliate, successor, or assignee.

iii) If such a claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion, 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 use. 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, effective immediately on written notice to Customer in which case Customer will not owe any fees or charges for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees for the terminated Services. 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**

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

#### **C. Defense and Indemnification Procedures**

Any Party seeking defense or indemnification (the "Indemnified Party") must provide the Party from which it seeks such indemnification or defense (the "Indemnifying Party") with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section (Indemnification), except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Party will have the right to participate at its own expense in the defense of such

Third-Party Claim, including any related settlement negotiations. No such claim may be settled or compromised by the Indemnifying Party without the Indemnified Party's express written consent (which such consent may not be unreasonably withheld, conditioned, or delayed), unless such settlement or compromise includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim.

## **12. Warranties**

### **A. RingCentral Warranty**

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

### **B. Customer Warranty**

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

### **C. Disclaimer of Warranties**

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

## **13. Dispute Resolution**

### **A. Good Faith Attempt to Settle Disputes**

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

### **B. Venue**

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

### **C. Equitable Relief**

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

#### **D. Limitations**

Except for actions for nonpayment or liability arising from Section 10 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

#### **14. Miscellaneous**

##### **A. Relationship of the Parties**

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

##### **B. Assignment**

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

##### **C. Notices**

Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with a reputable overnight courier service, and addressed as follows: to RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to [legal@ringcentral.com](mailto: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 by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**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. Governing Law**

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

**H. 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.

**I. 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.

**J. Export Control**

Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. 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.

**K. Regulatory and Legal Changes**

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

**L. Entire Agreement**

The Agreement, together with any exhibits, Order Forms, 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.



**M. Order of Precedence**

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

**N. 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.

**O. Severability and Waiver**

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

**P. Publicity**

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.

**Q. Execution**

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

**R. Counterparts**

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

**S. Survival**

The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order 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.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement below through their duly authorized representatives.

**Customer**

<< Customer Name >>

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RingCentral**

RingCentral, Inc.

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT A**  
**DEFINITIONS**

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

1. **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **“Account Data”** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **“Administrative Fees”** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **“Affiliate(s)”** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and **“control”** means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.
7. **“Attachment (s)”** means documents appended to the contract containing additional terms for products and Services. Attachments are part of this Agreement.
8. **“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.
9. **“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.
10. **“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.
11. **“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.
12. **“Dispute”** has the meaning set forth in Section 13(A) (Good Faith Attempt to Settle Disputes).
13. **“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.
14. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
  15. **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors and agents.
  16. **“Helpdesk”** means first-tier support provided to End Users by Customer.
  17. **“Indemnifying Party” and “Indemnified Party”** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
  18. **“Initial Term”** has the meaning set forth in Section 2(E) (Services Term).
  19. **“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).
  20. **“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.
  21. **“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.
  22. **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees and attorneys receiving Confidential Information.
  23. **“Renewal Term”** has the meaning set forth in Section 2(E) (Services Term).
  24. **“RingCentral Customer Care”** means RingCentral’s Customer support operations, available at <http://support.ringcentral.com>.
  25. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, private IP networks, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer’s own private network, or the PSTN.
  26. **“Service(s)”** means all services provided under this Agreement, and set forth in one or more Order Form(s).
  27. **“Start Date”** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
  28. **“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.
  29. **“Term”** means the Initial Term plus any Renewal Terms.

30. **“Third Party Claim”** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **“Use Policy”** refers to any of the policies identified in Section 5(B) (UsePolicies).

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## SERVICE ATTACHMENT A

### Service Attachment – RingCentral Office Services

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

#### 1. Service Overview

RingCentral Office 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 Office 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)
- RingCentral Meetings, a video and audio conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available) and other innovative tools

RingCentral Office 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. Office Purchase Plans

##### A. Tiers of Service

RingCentral Office 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. N11 and other Calling**

**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 calling card calls). The 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.

### **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 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.

**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.

**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 Office**

**RingCentral Global Office** provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global Office is available. Additional information related to Global Office 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 Office for customers that subscribe to it.

### **A. Emergency Service Limitations for Global Office**

RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global Office is available, allowing End Users in most countries to access Emergency Services (911 in the United States and Canada, 999/112 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 Office 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 Office Provided Only in Connection with Home Country Service.**

RingCentral provides Global Office Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global Office Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global Office 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 Office 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 Office 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 Office telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term)



to conclude and enter into agreements with such local providers on Customer's behalf to secure such services.

RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed. RingCentral, Inc., is responsible for all contracting, billing, and customer care related to those services.

## 6. Definitions

**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:

1. **"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.
2. **"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.
3. **"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.
4. **"External Calls"** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
5. **"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 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**”). The Professional Services may include the creation and delivery of customized software, documentation or other work product (“**Deliverables**”).

#### 2. Project Phases

The Professional Services may be delivered in one or more phases. The SOW will specify the milestone, objectives, Deliverables, 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, and calculated on the bases of RingCentral service records. 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://success.ringcentral.com/articles/RC\\_Knowledge\\_Article/9233](https://success.ringcentral.com/articles/RC_Knowledge_Article/9233)
- 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. a fully completed Site Survey Data form which can be accessed and completed at <http://www.quickbase.com> (Customer will be given a username and password for access to the site upon execution of the applicable SOW);
  - ii. the first and last name, extension number, and email address for delivery of message notification emails of each 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);
  - iii. written or illustrated diagrams of Customer’s current and proposed dial plans and data and call flows; and
  - iv. 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 in 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 set forth in the applicable SOW), as well as any Service Expenses (set at \$2,500 per trip) 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, the Project Phase will be deemed to have been Accepted.
- c. **Production Use:** Unless otherwise agreed in writing between the parties, production use will constitute Acceptance for all purposes of this PS Agreement.
- d. In the event of termination of the applicable SOW as set forth below.
- e. **T&M Services.** Acceptance for T&M Services is deemed accepted 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 an SOW, 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, at a fixed rate of \$2,500 per trip. RingCentral shall, after Customer request, provide information verifying the deployment of on-site resources, but all invoices regarding Service Expenses shall only reference the fixed cost mentioned above, as applicable.
- d. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts 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 RingCentral’s then-current T&M Services hourly rate.
  - ii. Customer agrees to pay a reschedule fee of five hundred dollars (\$500.00) for any Site Visit that must be rescheduled without at least ten (10) business days’ notice to RingCentral.
- e. **Full Statement of Conditions for Customer Payment Obligations.** In no event shall Customer’s incurring of or obligation to pay any amount under this PS Agreement be contingent on or tied in any way to the occurrence of any event not specifically identified in this PS Agreement, as such a condition with respect to such amounts.

## 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. 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.
- 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, as the case may be, but shall have the right to elect in its sole discretion to continue to perform such Services in the period prior to the applicable SOW's or Project Phase, as the case may be, termination.
- e. **Obligations Upon Termination.** Upon termination of this PS Agreement, Customer will promptly destroy or, at RingCentral's request, return to RingCentral, all RingCentral Confidential Information in their possession, including deleting or rendering unusable all electronic files and data that contain RingCentral Confidential Information, and will provide RingCentral with certification of compliance with this subsection.

## ATTACHMENT C

### SERVICE LEVEL AGREEMENT FOR OFFICE SERVICES

This Service Level Agreement for Office Services (the “Office 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 Voice Services, solely for Office Services.

#### 1. Overview

RingCentral will maintain the Quality of Service for Voice Services at the performance levels as defined below:

	Performance Level
<b>Service Availability</b> (Monthly Calculation)	99.999%
<b>Maximum Service Credit</b> (Monthly)	30% of MRC
<b>Quality of Voice Service</b> (Monthly Calculation)	3.8 MOS Score

#### 2. Minimum Eligibility

Customer is entitled to the benefits of this Office SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the Office Service Attachment with a minimum twelve (12) month Initial Term and twelve (12) month Renewal Term. This Office 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 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 Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.999	0% MRC
≥ 99.500 and < 99.999%	5% MRC
≥ 99.000 and < 99.5000%	10% MRC
≥ 95.000 and < 99.000%	20% MRC
< 95.000%	30% MRC

- c. 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 Customer Service by opening a Support Case within twenty-four (24) hours of the beginning of the applicable Down Time period and in accordance with RingCentral’s published customer service procedures;
  - iii. Customer submits a written request for Service Credits to RingCentral Customer Service 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. 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 the Minimum 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 Office SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to right to terminate under this Section accrues.

## 6. Sole Remedy

The remedies available pursuant to this 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 SLA. 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.

## 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 Office 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) "**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.

- c) **“MRC”** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Office 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 Office Services.
- d) **“Quality of Service Report”** means a technical report provided by RingCentral, detailing MOS and related technical information.
- e) **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, private IP networks, and the PSTN. The RingCentral Network does not include the public Internet, a Customer’s own private network, or the Public Switched Telephone Network (PSTN).
- f) **“Service Availability”** is the time for which Voice Services for RingCentral Office 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.
- g) **“Service Credits”** means the amount that RingCentral will credit a Customer’s account pursuant to this Office SLA.
- h) **“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.
- i) **“Support Case”** means an inquiry or incident reported by the Customer, through its helpdesk, to RingCentral’s Customer Care department, by placing a telephone call as outlined at <http://success.ringcentral.com/RCContactSupp>.
- j) **“Territory”** means those countries in which Customers subscribes to RingCentral Office or Global Office Services.
- k) **“Voice Services”** means the audio portion of the Plan Services, across endpoints, including the Softphone, and IP desk phone.

## ATTACHMENT D

### SERVICE LEVEL AGREEMENT FOR SUPPORT SERVICES

This Service Level Agreement for Support Services (the “**Support SLA**”) is a part of the Master Services Agreement (the “**Agreement**”) that includes the performance levels RingCentral provides to its customers via RingCentral’s Global Customer Care (“**Customer Care**”) organization for the Services.

#### 1. RingCentral Support Service Availability

Customer may open a Support Case by either opening a Web Case or placing a telephone call to Customer Care. All urgent inquiries must utilize Phone Support to receive the defined SLA that RingCentral commits to. These, and other support options, are outlined at <http://success.ringcentral.com/RCContactSupp>. RingCentral will respond to each properly submitted Support Case and will strive to meet the following response time metrics with respect to Support Cases opened by telephone or Web Case. For a Support Case to be properly submitted, Customer must provide a brief description of their issue and include the appropriate customer contact name, phone number and e-mail address.

- a. **Phone Support** – RingCentral will strive to answer seventy-five percent (75%) of all support calls placed by Customer within an average of two (2) minutes. All urgent inquiries must utilize PhoneSupport.
- b. **Web Ticket Support** – RingCentral will provide a response within twenty-four (24) hours, seven days per week.

**Technical Support.** RingCentral will maintain Technical Support availability via telephone and web access twenty-four (24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year.

#### 2. RingCentral Support Reporting

If requested, RingCentral shall provide Customer with any of the following reports for review on a quarterly (calendar quarter) basis. RingCentral will provide the reporting for the immediately preceding calendar quarter within ten (10) business days of any such request.

The available reports are as follows:

- a. **Calls Offered** – This report details the total number of support phone calls made to RingCentral by the Customer per Month in the calendar quarter.
- b. **Calls Handled** – This report details the total number of calls made by the Customer and answered by RingCentral per Month in the calendar quarter.
- c. **Service Level** – This report details the percentage of calls which were answered within an average of two minutes for the support queue the customer calls into, measured per Month for the calendar quarter.
- d. **Agging Report for Support Cases that are Open** – This report details the number of support cases that are open and the age of the open cases at the time the report is run for the Customer.

- e. Call Driver Report – This is a report that details the history of the quantity and types of inquiries the Customer has opened with Technical Support, measured per Month for the calendar quarter.

**3. RingCentral Support Mean Time to Case Resolution**

RingCentral shall maintain a Mean Time to Case Resolution of Support Cases which are submitted by Customer via telephone call to Customer Support in accordance with the severity level assignments defined below. RingCentral’s response time and resolution specifications do not begin until the Support Case has been properly submitted by phone.

<b>Mean Time to Case Resolution</b>			
<b>Urgency</b>	<b>Description</b>	<b>Updates</b>	<b>Mean time to Resolution</b>
Priority 1	<ul style="list-style-type: none"> <li>• 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</li> <li>• Situations Impacting 50+ Users</li> </ul>	Every thirty (30) minutes, as requested, until service is restored	4 Hours
Priority 2	<ul style="list-style-type: none"> <li>• 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 Service Features are unavailable</li> <li>• Situations impacting 50+ Users</li> </ul>	Every ninety (90) minutes, as requested, until service is restored	1 Business Day
Priority 3	<ul style="list-style-type: none"> <li>• Minor functionality impairment: All Service Features are available</li> <li>• Loss of features that are non-service impacting: Customer has access to all Service Features</li> </ul>	Every business day, as requested, until service is restored	Mutual Agreement, in writing, between RingCentral and Customer

Priority 4	<ul style="list-style-type: none"> <li>• Requests for cosmetic or UI enhancements not impacting Service Features</li> <li>• Non-service impacting questions (no loss or impairment of Service Features is involved)</li> </ul>	Initial update/response provided upon case being opened.	Mutual Agreement, in writing between RingCentral and Customer
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#### 4. Rules Governing the Calculation of Support Services Performance Credits and Remedies

Notwithstanding anything set forth elsewhere in this Support Service Level Agreement, the calculation of Performance Credits shall in all cases be subject to the following rules and conditions:

1. In all cases, the Performance Credits to which Customer is entitled for any given Month shall be capped by, and limited to, five percent (5%) of the Customer's Recurring Office Services Charges for that Month (the "Maximum Performance Credit").
2. Performance Credits shall be calculated as follows:
  - a. Mean Time to Case Resolution – If RingCentral fails to restore services for the Support Cases designated as Priority 1 or Priority 2 in accordance with "Mean Time to Case Resolution" in the chart above Customer shall be entitled to a credit equal to two percent (2%) of the Customer's Monthly Recurring Office Service Charges for that Month.
3. In no event shall a Performance Credit be deemed to have accrued unless:
  - a. Customer applies for the Performance Credit by submitting a Performance Credit Request form to RingCentral Customer Service within five (5) business days of the last date of the Month for which the Performance Credit is requested;
  - b. the occurrence of the Performance Credit is confirmed by RingCentral (such confirmation shall not be unreasonably withheld and shall be based on the relevant reports listed above); and
  - c. Customer is in Good Standing with RingCentral at the time that it applies for Performance Credit.
  - d. Notification of the impact and initial case being opened occurred by phone call to Customer Care.

#### 5. 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:

1. **"Technical Support"** shall mean: RingCentral's support team that receives technical inquiries from customers Help Desk.

2. **“Phone Support”** shall mean: Customer support inquiries made by phone to RingCentral’s Technical Support team. All urgent inquiries must utilize Phone Support to receive the defined Support SLA’s that RingCentral commits to.
3. **“Web Case”** shall mean: Support inquiries made by opening a support case via RingCentral’s online support portal at [success.ringcentral.com](https://success.ringcentral.com).
4. **“Support Case”** shall mean: For each customer inquiry from customers Help Desk received by the RingCentral Support team, a Support Case is opened which details pertinent customer information, a description of the issue, case owner and issue status.
5. In order to be in **“Good Standing”** with RingCentral, Customer must have paid all amounts then owed and not under dispute with respect to Customer’s Services and must be in full compliance with the provisions of the Agreement.
6. A **“Month”** shall mean a monthly billing cycle for Customer’s RingCentral Services occurring within the Initial or then-current Renewal Term. Specific to Support metric reporting, a “Month” shall mean a calendar month.
7. Customer’s **“Recurring Office Service Charges”** or **“MRSC”** for a Month means the monthly recurring charges (excluding taxes, fees, metered billings, etc.) owed by Customer to RingCentral for the Office Services for that Month.
8. The **“Services”** means the Plan Services which are defined in the Agreement, and any applicable Service Attachments.

## ATTACHMENT E

### RINGCENTRAL BUSINESS ASSOCIATE AGREEMENT

RingCentral and Customer (each a “**Party**” and collectively the “**Parties**”) hereby agree to the following terms and conditions of this Business Associate Agreement (this “**BAA**”), which is attached to the RingCentral Master Service Agreement (the “**Agreement**”) and is effective as of the execution date of this BAA (the “**BAA Effective Date**”).

#### RECITALS

**Whereas**, Customer has, pursuant to the Agreement, purchased 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 **PHI** 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 applicable, 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 ("Designated Record Set") (and with the understanding that the Parties do not intend for RingCentral to maintain PHI in a Designated Record Set), (ii) the Designated Record Set (if any) maintained by RingCentral is not duplicative of records maintained by Customer, and (iii) to the extent possible in light of the Customer's option to enable the HIPAA Setting ("HS") (described in Section 4): 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 possible in light of the Customer's option to enable the HIPAA Setting (described in Section 4), and 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 individual to Customer. Customer must provide request to RingCentral.;
- 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 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) obtain 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 generality of the foregoing, in the event Customer transmits PHI via text message, or any other method of transmission of PHI as part of the Plan Services, Customer agrees to notify the individual 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.
  - g) The Parties agree that in the event RingCentral believes that any limitation(s) or restriction(s) on the use or disclosure of PHI pursuant to this Section 3 may materially impair RingCentral's ability to provide Services or materially affect RingCentral's costs of providing Services, the Parties will promptly negotiate in good faith an amendment to 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.

#### 4. Additional Options Related to the Services

##### a) HIPAA Setting Description and Availability

- i. RingCentral has created a "HIPAA Setting" ("HS") that Customer has the ability to enable for the RingCentral Office and RingCentral Glip Services (but not for Contact Center Customer Accounts). When enabled, the HS will delete the following every thirty (30) days for RingCentral Office: voice recordings, voicemail, facsimile, short message service ("SMS"), and multimedia message service ("MMS") for RingCentral Office. When enabled, the HS will delete the following every thirty (30) days for RingCentral Glip Services: chat content, time and date of message, text messages, tasks, notes, files, images, links, events, call activities, and/or posts from third party integrated applications. In addition, the activation of the HS may disable the attachment of voicemail and facsimile/internet facsimile messages to message notification emails sent using the RingCentral Office or RingCentral Glip Services.
- ii. The HS option is not available for RingCentral's Contact Center Services and therefore PHI that is created, received, maintained or transmitted using the Contact Center Services will not be deleted within 30days.
- iii. Customer will be solely responsible for activating the HS and ensuring it remains active. If the Customer has more than one Account with RingCentral, the HS needs to be activated for each Account separately.

5. **Customer Integrations.** Notwithstanding any provision to the contrary in any agreement between the Parties, this BAA applies only to the Services. Notwithstanding any provision to the contrary in any agreement between the Parties, RingCentral has no responsibility or liability for, and disclaims any warranties or representations relating to, any Customer applications, services, devices, APIs, or any other technology (whether utilized by Customer or a third party on behalf of Customer) that are not managed by RingCentral. Any such technology which integrate with the Services or that transfer data to or from the Services ("**Customer Integrations**"). 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 processed, handled, sent, stored, created, received, 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](mailto: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 that term is 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.

## ATTACHMENT F

### RINGCENTRAL SECURITY ADDENDUM

This Security Addendum ("Security Addendum") is made as of the Effective Date by and between RingCentral and Customer (each a "party", together the "parties"), pursuant to the Master Services Agreement (the "**Agreement**") for the provision of RingCentral Services to Customer.

1. This RingCentral Security Addendum (this "**Security Addendum**") sets forth the minimum terms and conditions related to RingCentral's information security program and infrastructure policies that RingCentral agrees to meet and maintain pursuant to the Master Services Agreement (the "**Agreement**") to which this Security Addendum is attached. RingCentral has determined that the terms and conditions outlined in this Security Addendum (the "**Security Terms**") are the minimum requirements necessary to protect the content of communications transmitted or stored through the Services (as defined in the Agreement) from unauthorized use, access, disclosure, theft, manipulation, reproduction or breach of Confidential Information ("**Security Breach**") during the Term, as defined in the Agreement to which this Security Addendum is attached and for any period of time thereafter during which RingCentral has possession of or access to Confidential Information.

The Security Terms outlined below shall not apply to customer-facing Services features, nor shall these terms and conditions apply to how Customer manages their own internal corporate security measures or Customer's management of any security settings on the Customer's instance of the RingCentral Services.

#### 2. Information Security Management.

- a) **Policies and Standards:** RingCentral has established, and will maintain, documented policies or standards appropriate to govern the handling of Confidential Customer Data in compliance with the Agreement and applicable law.
- b) **Administrative, Technical and Physical Safeguards:** RingCentral has implemented and will maintain administrative, technical, and physical safeguards to protect Confidential Customer Data. These safeguards include measures to: (i) to protect the security and confidentiality of Confidential Customer Data; (ii) to protect against reasonably anticipated threats or hazards to the security or integrity of Confidential Customer Data; and (iii) to protect against unauthorized access to or use of Confidential Customer Data which could reasonably result in harm to Customer.
- c) **Revisions to Security Measures:** RingCentral reserves the right to modify and revise its technical and non-technical security measures over time.

#### 3. Human Resource Security.

- a) **Background Checks:** Prior to assigning any of its employees to positions in which they will, or RingCentral reasonably expects them to, have access to Confidential Customer Data, RingCentral

will conduct background checks on such employees, except where prohibited by law. Background checks will include, for US personnel:

- i. a search of the National Criminal Database and a search in each county, if any, in which a criminal history is identified by the National Criminal Database search;
  - ii. a federal crimes search of all federal districts in which the applicant has lived (as determined by a self-report and a search against Social Security numbers);
  - iii. a felony and misdemeanor search of all county courts in which the applicant has lived in the past 7 years (as determined by a self-report and the SSN Search; provided that for former addresses located within AL, CO, FL, GA, KY, MD, MO, NE, NM, NY, NC, OR, SC, UT, WA, or WI only, a “statewide” search is permitted in lieu of a county court search; and
  - iv. a search of any relevant national governmental restricted list, including any list of restricted or prohibited individuals issued by the OFAC.
- b) **Training:** RingCentral shall provide training to RingCentral employees and contractors on security and privacy requirements applicable to RingCentral and to the handling and processing of customer information. Such training shall occur at least annually and also during new employee orientation.
- c) **Non-disclosure:** RingCentral shall ensure that its Personnel with access to Customer Confidential Data are bound in writing by obligations of confidentiality sufficient to protect the Customer Confidential Data in accordance with the terms of the Agreement and applicable laws.

#### 4. Asset Management.

- a) **Media Management:** When disposing of or otherwise taking media out of service that contains Confidential Customer Data, RingCentral will destroy or securely erase the media prior to removing it from service.

#### 5. Access Control.

- a) **Authorized Personnel:** RingCentral will limit access to Confidential Customer Data to only those Personnel who have a reasonable need to access the Confidential Customer Data to enable RingCentral to perform its obligations under the Agreement. RingCentral will re-evaluate its list of authorized Personnel at least annually.
- b) **Access Controls:** RingCentral shall employ access control mechanisms to prevent unauthorized access to Customer Confidential Data. Such mechanisms will have the capability of detecting and logging access to the system or network.
- c) **Password Administration:** Passwords that are associated with RingCentral’s access to the Confidential Customer Data will consist of at least eight (8) alpha numeric characters will include both upper and lower case and include special characters. Passwords, if known by others, must be changed on first login. Passwords must be changed at least every one hundred twenty (120) days.

Note: one-time-use passwords (such as those associated with Strong Authentication) are exempt from these requirements.

- d) Account Lockout due to Failed Login Attempts: Account lockout will occur after no more than six (6) failed access attempts.
- e) Unique User Accounts: RingCentral Personnel will have individual User Accounts that authenticate that individual's access to Confidential Customer Data. RingCentral will not allow sharing of Accounts. For the avoidance of doubt, this does not require RingCentral to rename or cease using admin Accounts that cannot technically or within commercial reason be renamed (Example: root).
- f) Periodic Review of Authorized Personnel: RingCentral will maintain a process to review no less frequently than annually the list of authorized Personnel with access to RingCentral production networks and RingCentral data centers.
- g) Remote Access Authentication: RingCentral will configure remote access to all production networks containing Confidential Customer Data to require Strong Authentication for such access.
- h) Revocation of Access: RingCentral will promptly revoke Personnel's access to physical locations, networks, and applications that Process Confidential Customer Data upon such Personnel's termination.

## 6. Cryptography

- a) Data Encryption: RingCentral will encrypt Customer Confidential Data, at Customer's election, when stored at-rest within RingCentral Data Centers and backups, at-rest if stored on RingCentral laptops, and in-transit over public networks in connection with the performance of the Services pursuant to the Agreement, except for encryption over Public Switch Telephone Networks. Encryption will be implemented using commercial grade, industry-standard encryption with a key length of no less than 256 bits.

## 7. Physical and Environmental Security

- a) Secure Areas: Physical security safeguards will include physical safety and security safeguards at RingCentral controlled facilities where Processing of Confidential Customer Data is performed. Such physical security safeguards shall meet reasonable commercial standards for office buildings, and reasonable commercial standards for data centers.
- b) Access and Authorization Processes: RingCentral will maintain a documented authorization and logging process for all persons, including Personnel and visitors, who maintain or otherwise have access to Secure Areas. RingCentral's authorization process will include at least the following:
  - i. RingCentral will maintain reports for a minimum of 90 days detailing all access to Secure Areas;
  - ii. RingCentral access systems will be capable of monitoring and logging door alarms at Secure Areas, subject to the terms and conditions of any prior or contemporaneous agreements between RingCentral and any third party vendors or service providers;
  - iii. Subject to the terms and conditions of any prior or contemporaneous agreements between RingCentral and any third party vendors or service providers, and to the extent RingCentral is required to maintain card access or video surveillance capability in accordance with those

agreements:

(1) RingCentral will maintain active service agreements with card access and video surveillance equipment support vendors; and (2) RingCentral will retain all video surveillance image data for a minimum of ninety (90) days from the date such image data was collected.

- c) Data Centers: To the extent RingCentral is operating a Data Center, all access to RingCentral areas or cabinets that house service infrastructure equipment will be controlled as follows: (i) access will be controlled by badge reader at one or more entrance points; (ii) doors used only as exit points will have only “one way” doorknobs or crash bar exit devices installed; (iii) all exit doors will have video surveillance capability; and (iv) card access and video surveillance systems will be tied into generator or UPS backup systems.

## 8. Operations Security

- a) Malicious Code Protection: To the extent practicable, RingCentral will have current antivirus software installed and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.
- b) Intrusion Detection and Prevention: RingCentral will deploy network intrusion detection and/or network intrusion prevention systems (NIDS/NIPS) that monitor all traffic entering or leaving the Data Centers.
- c) Audit and Reporting: For systems or applications associated with the access, processing, storage, communication and/or transmission of Confidential Customer Data, RingCentral will generate audit logs on at least on a daily basis. RingCentral will review the audit logs in accordance with RingCentral’s information security and other Operations policies or at least monthly for indicators of unauthorized access and/or Security Breach.
- d) Vulnerability Management: RingCentral will use commercially reasonable efforts to run internal and external network vulnerability scans of the Services at least quarterly and after any material change in the network configuration (e.g., new system component installations, changes in network topology, firewall rule modifications, or product upgrades). Vulnerabilities identified and rated as high risk by RingCentral will be remediated within a reasonable time period after RingCentral has actual or constructive knowledge of such security vulnerabilities.
- e) Annual Pen-Test: RingCentral agrees to annually conduct a penetration test of its RingCentral Office and Glip products. Where applicable, such test will include efforts to find security bugs/bug types listed in the then-current OWASP Top 10 and CWE/SANS Top 25 vulnerabilities. Vulnerabilities identified and rated as high risk by RingCentral will be remediated within a reasonable time period.

## 9. Communications Security

- a) Firewalls: Ring Central will deploy reasonably appropriate firewall technology in operation of the Services via implementation of stateful firewall(s) and Session Border Controller(s) as appropriate.

- b) Firewall Maintenance: RingCentral will review firewall rule sets annually to ensure that each ACL rule set ends with a “DENY ALL” statement.

## 10. Product Development and Service Operations

- a) Documentation and Training: RingCentral will maintain documentation on overall system, network, and application architecture and security infrastructure for the Services.
- b) Secure Software Development: RingCentral will employ documented secure programming guidelines, standards, and procedures in the development of applications that process or store Confidential Customer Data.
- c) Application Security Testing: RingCentral will perform application security testing on RingCentral Office and Glip applications no less than annually. Automated and/or manual processes and procedures will be employed in performing such testing.
- d) Change Management: RingCentral will employ an effective, documented change management program with respect to the Services.
- e) Data Retention: RingCentral will only retain Confidential Customer Data for as long as is necessary for the purposes for which it was collected and processed, which, for clarity shall permit RingCentral to retain Confidential Customer Data as long as Customer retains it within the relevant Account(s) or application(s) and for a period not to exceed forty-five (45) days after closure of Customer’s Account(s). RingCentral agrees to purge the Confidential Customer Data within forty-five (45) days of Customer’s closure of such Account(s).

## 11. Supplier Relationships

- a) Subprocessing: Customer agrees that use of subcontractors under the Agreement is permitted, provided that RingCentral flows down its obligations under this section to protect Confidential Customer Data to any subcontractor it appoints such that, as applicable, the processing terms of the subcontract with respect to Confidential Customer Data are no less onerous than the processing terms set out in this section

## 12. Security Incident Management

- a) Data Breach: In the event of a known Data Breach of Confidential Customer Data, RingCentral will undertake commercially reasonable efforts to notify Customer promptly and will undertake commercially reasonable efforts to update Customer of developments relating to the Data Breach. Notice will be provided to Customer’s admin users and/or business contact of record on the Account.
- b) Remediation: In the event RingCentral knows of unauthorized access of Confidential Customer Data, RingCentral will: (i) investigate the unauthorized access; (ii) implement a commercially reasonable remediation plan (RingCentral acknowledges that any legal requirements under Data Privacy Legislation imposed on RingCentral in the case of a breach of personal information is deemed to be commercially reasonable) to address the unauthorized access and to mitigate the incident and reasonably prevent any further incidents; (iii) take commercially reasonable measures to remediate the effects of the unauthorized access in accordance with such



remediation plan; and (iv) reasonably cooperate with any law enforcement or regulatory official investigating such unauthorized access.

### 13. Audits and Compliance

- a) **Independent Assessments**: For its RingCentral Office and Glip services, RingCentral will conduct an independent assessment consisting of a Report on Controls at a Service Organization relevant to Security and Availability (“SOC2” Type II) at least annually by a reputable independent third party organization.
- b) **Compliance with Laws**: RingCentral will comply with all applicable laws and Data Privacy Legislation that are in effect during the term of the Agreement related to the security of the Confidential Customer Data.
- c) **Permitted Uses and Disclosures of Confidential Information**: RingCentral will not use or disclose any Confidential Customer Data contrary to the provisions of the Agreement, and any use or disclosure of any Confidential Customer Data is specifically and expressly limited to the use or disclosure that is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement, or such use or disclosure that is otherwise authorized under the Agreement.
- d) **Right to Audit**: Customer may, on one (1) occasion within any consecutive twelve (12) month period, request with thirty (30) days prior written notice in accordance with the Agreement, and on mutually agreed upon terms (which shall include without limitation Customer’s agreement to provisions related to the protection and confidentiality of Confidential Customer Data that is in RingCentral’s sole discretion adequate to protect RingCentral’s information assets), to perform, during RingCentral’s normal business hours, without the disruption of RingCentral’s normal business operations, and at Customer’s sole expense (which may include the reimbursement of RingCentral for any time RingCentral employees spend conducting or assisting with such audit), a reasonable security audit of RingCentral’s Data Centers, Office facilities, procedures, and documentation in order to ascertain compliance with applicable law, these information security requirements, non-disclosure agreements, and any agreements between Customer and RingCentral with respect to Confidential Customer Data (“Security Audit”).

**14. Definitions.** For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

- a) **“Confidential Customer Data”** means all Customer Communications, customer account information and customer proprietary network information (“CPNI”) as that term is defined in Section 222 of the Communications Act of 1934, 47 U.S.C.222, as amended, which includes information available to RingCentral or its Affiliates by virtue of RingCentral’s relationship with Customer as a provider of the Services.
- b) **“Customer Communications”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, conferences or other communications transmitted or stored through the Services.
- c) **“Data Breach”** means any: (i) unauthorized Processing of Confidential Customer Data (for the avoidance of doubt, “unauthorized Processing” includes, but is not limited to: misuse, loss, destruction, compromise, unauthorized access, or unauthorized transfer of Confidential

Customer Data). Any takeover of an individual Customer User or End User Accounts is not considered Security Breach, however, account takeover events will be communicated to Customers' admins when and if such activity is discovered on Customer Accounts.

- d) "**Data Center**" means a facility at which RingCentral service infrastructure (physical and virtual systems) are deployed and maintained in support of operation of the Services.
  - e) "**Data Privacy Legislation**" means all United States federal and California laws and regulations, as well as the EU Data Protection Directive 95/46/EC as it applies to the United Kingdom, the Data Protection Act 1998 (U.K.), the Electronic Communications Privacy Act (U.S.).
  - f) "**Personnel**" means RingCentral employees, contractors or subcontractors.
  - g) "**Process**" means access, collection, retention, storage, transfer, disclosure, use, erasure, or destruction, in relation to Confidential Customer Data.
  - h) "**Strong Authentication**" means the use of authentication mechanisms and authentication methodologies stronger than the passwords required by the applicable requirements herein (examples of Strong Authentication mechanisms and methodologies include but are not limited to digital certificates, two-factor authentication, and one-time passwords).
- 15. Order of Precedence.** In the event of any conflict between the provisions of the Agreement that apply to this Security Addendum and the provisions of this Security Addendum, such provisions of this Security Addendum will prevail.

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## ATTACHMENT G

### Attachment – Public Sector Entity’s Terms & Conditions Required by Statute

This 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 Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Attachment, such provisions of this Attachment will prevail.

[Editor’s NOTE: The public sector entity’s terms and conditions required by statute can be mutually crafted from public entity’s form of contract and included in the MSA via this Attachment]

1. [place holder]
  
2. [place holder] etc.

## ATTACHMENT H

### DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") is made as of the Effective Date by and between RingCentral and Customer (each a "**party**", together the "**parties**"), pursuant to the Agreement for the provision of RingCentral Services to Customer.

This DPA is supplemental to the Agreement and sets out the terms that apply when Personal Data from the European Economic Area is processed by RingCentral under the Agreement on behalf of Customer.

Other 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) "**Agreement**" means the main written or electronic agreement between Customer and RingCentral for the provision of any RingCentral services ("**Services**") to Customer, specifically, the RingCentral Master Services Agreement.
- (b) "**Applicable Data Protection Laws**" means all data protection and privacy laws applicable to the processing Personal Data under this DPA, including, where applicable, EU Data Protection Legislation.
- (c) "**EEA**" means the European Economic Area, including the United Kingdom.
- (d) "**EU Data Protection Legislation**" Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (GDPR), ), and any and all applicable national data protection laws made under or pursuant to the GDPR, as may be amended or superseded from time to time.
- (e) "**Controller**" shall mean the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;
- (f) "**Processor**" shall mean an entity which processes Personal Data on behalf of the Controller;
- (g) "**Personal Data**" means any information relating to an identified or identifiable natural person;
- (h) "**Privacy Shield**" means the EU-US and Swiss-US Privacy Shield self-certification programs operated and administered by the U.S. Department of Commerce; and
- (i) "**Privacy Shield Principles**" means the Privacy Shield Framework Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision C(2016)4176 of July 12, 2016 (as amended, superseded or replaced);
- (j) "**Security Incident**" means accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data;

#### 2. Applicability of DPA

- 2.1 Applicability of DPA. This DPA will apply only to the extent that RingCentral processes Personal Data originating from the EEA on behalf of a Customer or Customer Affiliate located in the EEA.
- 2.2 Usage Data. Notwithstanding anything in this DPA, RingCentral will have the right to collect, extract, compile, synthesize and analyse data resulting from the Customer's use or operation of the Services, including by way of example and without limitation, information relating to traffic data, log data, network monitoring data, log data, device data and call detail data (the "**Usage Data**"). To the extent such Usage Data is collected or generated by RingCentral, such data will be solely owned by RingCentral and may be used by RingCentral for any lawful business purpose without a duty of accounting to Customer. For the avoidance of doubt, this DPA will not apply to Usage Data.
- 3. Roles and responsibilities.**
- 3.1 Parties' Roles. Customer, as Controller, appoints RingCentral as a Processor to process the Personal Data that is the subject of the Agreement on Customer's behalf.
- 3.2 Purpose Limitation. RingCentral shall process the Personal Data for the purposes described in **Annex A**, except where otherwise required by applicable law. Any additional processing required by Customer outside of the scope of the Agreement will require prior written agreement between the parties, including agreement on any additional fees that Customer may be required to pay.
- 3.3 Security. RingCentral will maintain appropriate security measures to safeguard the security of 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 Personal Data with administrative, technical and physical measures conforming to generally recognized industry standards and practices. RingCentral shall implement appropriate technical and organisational measures to protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access.
- 3.4 Privacy Shield: To the extent that RingCentral processes (or causes to be processed) any Personal Data originating from the EEA in a country that has not been designated by the European Commission as providing an adequate level of protection for Personal Data, such Personal Data shall have adequate protection (within the meaning of EU Data Protection Legislation) by virtue of RingCentral having self-certified its compliance with the Privacy Shield Framework. To the extent that RingCentral processes (or causes to be processed) any such Personal Data outside of the EEA, it shall commit to apply the Privacy Shield Principles or any other transfer mechanism in compliance with EU Data Protection Legislation.
- 3.5 Compliance: Customer, as Controller, shall be responsible for ensuring that:
- (a) it has complied, and will continue to comply, with all Applicable Data Protection Laws, including in any instructions it issued to RingCentral under this Agreement and DPA; and
  - (b) it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to RingCentral for processing in accordance with the terms of the Agreement and this DPA.
- 4. GDPR obligations**
- 4.1 Applicability of Section: This Section 4 shall apply to the processing of Personal Data that is within the scope of the GDPR / that originates from the EEA.

- 4.2 Confidentiality of processing. RingCentral shall ensure that any person that it authorizes to process the Personal Data shall be subject to a duty of confidentiality (whether a contractual or a statutory duty).
- 4.4 Sub-processors. Customer agrees that RingCentral may engage RingCentral affiliates and third party sub-processors (collectively, "**Sub-processors**") to process the Personal Data on RingCentral's behalf. . RingCentral shall impose on such Sub-processors data protection terms that protect the Personal Data to the same 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 Ring Central are noted on the RingCentral Subprocessor List and are available at [https://netstorage.ringcentral.com/documents/RingCentral\\_Subprocessor\\_List.pdf](https://netstorage.ringcentral.com/documents/RingCentral_Subprocessor_List.pdf).
- 4.5 Changes to Subprocessors. RingCentral may, by giving reasonable notice to the Customer, add or make changes to the Sub-processors. If the Customer objects to the appointment of an additional Sub-processor within five (5) calendar days of such notice on reasonable grounds relating to the protection of the Personal Data, then the parties will discuss such concerns in good faith 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 in accordance with the termination provisions of the Agreement.
- 4.6 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 Service Portal and shall provide such timely information as Customer may reasonably require, including to enable Customer to fulfil any data breach reporting obligations under EU Data Protection Legislation.
- 4.7 Cooperation and data subjects' rights. RingCentral shall, taking into account the nature of the processing, provide reasonable assistance to Customer insofar as this is possible, to enable Customer to respond to requests from a data subject seeking to exercise their rights under EU Data Protection Legislation. In the event that such request is made directly to RingCentral, RingCentral shall promptly inform data subject to contact the Customer of the same. It is Customer's sole responsibility to ensure that any administrator identified for Customer's RingCentral account to manage and carry out data subject requests has appropriate authority to fulfil the data subject requests.
- 4.8 Data Protection Impact Assessments: RingCentral shall, to the extent required by EU Data Protection Legislation, 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 EU Data Protection Legislation.
- 4.9 Provision of Security Reports: RingCentral shall provide, upon Customer's request, copies of any relevant summaries of external security certifications or security audit reports necessary to verify RingCentral compliance with this DPA.
- 4.10 Other audits: While it is the parties' intention ordinarily to rely on the provision of the documentation at Section 4.9 above to verify RingCentral's compliance with this DPA, RingCentral shall permit the Customer (or its appointed third-party auditors) to carry out an audit of RingCentral's processing of Personal Data under the Agreement following a Security Incident suffered by RingCentral, or upon the instruction of a data protection authority. Customer must give RingCentral Thirty (30) days prior notice of such intention to audit, conduct its audit at Customer's own costs and during normal business hours, and take all reasonable measures to

prevent unnecessary disruption to RingCentral's operations. Any such audit shall be subject to RingCentral's security and confidentiality terms and guidelines.

4.11 Deletion or return of data: Upon termination or expiry of the Agreement, and upon written request RingCentral shall, at Customer's election, delete or return to Customer the Personal Data (including copies) in RingCentral's possession, save to the extent that RingCentral is required by any applicable law to retain some or all of the Personal Data.

## 5. **Miscellaneous**

5.1 Except as amended by this DPA, the Agreement will remain in full force and effect.

5.2 If there is a conflict between the Agreement and this DPA, the terms of this DPA will control.

5.3 Any claims brought under this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

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## ANNEX A

### DETAILS OF THE PROCESSING

#### **Nature and Purposes of Processing:**

RingCentral is a US-based provider of software-as-a-service ("SaaS") solutions for the way employees communicate and collaborate in business. RingCentral provides cloud-based communications and collaboration services for high-definition voice, video, SMS, messaging and collaboration, conferencing, online meetings, and fax (the "Services"). RingCentral processes the personal data of the individuals who participate in these communications, including Customers and End Users (Customer employees and authorized users).

RingCentral administers the Customer's account, including providing the Customer with usage and analytic reports concerning the Customer's use of the Services.

#### **Categories of Data Subjects:**

Customer and End Users who use the Services, and any data subject who uses the RingCentral Services at request of and in connection with the business of the Customer.

#### **Type(s) of Personal Data Processed:**

The personal data transferred concerns the following categories of data for the data subjects:

- 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

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.

#### **Special Categories of Data:**

RingCentral does not intentionally collect or process any special categories of data in the provision of its Services.

#### **Duration of Processing:**

The personal data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.



**ATTACHMENT B, Exhibit 1**

**EXAMPLE**

**RingCentral Professional Services**

**Statement of Work for Implementation Services**

This RingCentral Professional Services Statement of Work for Professional Services (this "**SOW**") is executed by RingCentral ("**RingCentral**"), and \_\_\_\_\_ (the "**Customer**") pursuant to, and is subject to, the terms and conditions set out in this SOW and the PS Agreement attached to the Agreement executed by Customer and RingCentral on or about \_\_\_\_\_, 20\_\_ (the "**Agreement**"). Capitalised terms used in this SOW but not otherwise defined shall have the respective meanings given to them in the Agreement.

<b>Customer:</b>	
<b>Quote/SOW Number:</b>	
<b>Labor Cost:</b>	

**Project Phases: [Select One. Delete the others]**

• **Single Phase Project**

	<b>Scope of the Phase</b>	<b>Value</b>	<b>Completion Criteria</b>
Phase	All the Professional Services described in this SOW.	Same as Labor Cost. (Plus Taxes and Service Expenses).	Completion of all Professional Services described in this SOW.

• **Multiphase Project. - Per Site**

	<b>Scope of the Phase</b>	<b>Value</b>	<b>Completion Criteria</b>
Phase	Each Site listed in the Appendix A of this SOW constitute an independent Project Phase	Rate per Site per Appendix A (Plus Taxes and Service Expenses).	Completion of all Professional Services described in this SOW for each Site.

• **Multiphase Project. – Per Milestone.**

	<b>Scope of the Phase</b>	<b>Value</b>	<b>Completion Criteria</b>
<b>Phase 1</b>	Planning and Design	\$_____ (Plus Taxes and Service Expenses).	Planning and Design Sessions and Execution of the BRD. Section 2 of this SOW.
<b>Phase 2</b>	Network Assessment and User Interface Build-Out.	\$_____ (Plus Taxes and Service Expenses).	Completion of the Network Assessment and UI Build Out in accordance to the BRD. Sections 3 & 4 of this SOW.

<b>Phase 3</b>	Project Implementation, Training, and Testing.	\$ _____ (Plus Taxes and Service Expenses).	Completion of the Deployment and Training services described in Sections 5 and 6 of this SOW.
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The following activities shall be performed in accordance with this Statement of Work and the Agreement at the location(s) and for the number of Users and Sites indicated in the attached Appendices:

**1. Assignment of a designated Project Manager (“PM”) –** The RingCentral PM will act as Single Point of Contact (SPOC) for delivery services following the Project Management Institute (PMI) standard methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):

- Internal and external kickoff session hosted by RingCentral;
- Defining project tasks and personnel requirements;
- Completing resource assignment and scheduling in alignment with project schedule;
- Set up of project documentation and timelines in collaboration with designated Customer SPOC;
- Identifying and mitigating project risks and issues;
- Alignment of scope of services with customer expectations during kickoff;
- Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs;
- Facilitating and leading regular status update meetings, prioritizing projects and conducting planning sessions with team members, project sponsors, and Customer steering committees, as applicable; and
- Performing closure procedures at the conclusion of project activities.

**2. RingCentral Planning and Design (“P&D”) and Business Requirements Document (“BRD”) review –** During this process, the Customer engages its subject matter experts (SME’s) to define, capture, record, and review the existing Customer environment and design for the future-state Customer solution. The locations and number of users involved in the Planning and Design process are set forth in Appendix B. The RingCentral PM will be responsible for introducing the Business Requirements Document to the Customer. The BRD is a form that should be filled out by the Customer Project Manager with the assistance of the RingCentral Project Manager during this Planning and Design stage. A RingCentral Deployment Architect will review the completed BRD form with the Customer to clarify any design questions and ensure a smooth transition. The fully reviewed BRD is signed off by RingCentral’s Project Manager and Customer’s Project Manager prior to moving to deployment. Any changes to the fully executed BRD will require a Change Order and may subject to additional fees. Data captured may include, but is not limited to, the following:

- Customer Site Information;
- User Upload;
- Data collection for End-User Training;
- Data collection for Administrator Training;
- Porting data;
- Call Flow – Current state and future state desires;
- Deployment Overview;

- Go-Live Readiness Report Card;
- Any/all other relevant information to fully understand the customer's phone system's current state;
- Any items deemed outside standard delivery requirements may incur fees via Change Order, or may fall outside of the Professional Services SOW.

Delay in completing and returning Customer documentation may result in an adjustment of project timeline and additional fees.

**3. Network Readiness Assessment** – This will provide the Customer with an assessment of the network connection between RingCentral and the Customer's network. RingCentral's Solution Architect will provide the following:

- Network Requirements and Recommendations;
- Probe Installation Guide;
- Assistance with probe installation and connection with RingCentral cloud probes;
- Early feedback on collected measurement results and network configuration suggestions during 5 business days of probe operation;
- Presentation of measurement results and final network improvement recommendations;
- Documented report containing results and recommendations.

If you are shipped a hardware probe for the RingCentral network assessment there will be a \$500.00 charge to your RingCentral account if the probe is not returned within 10 business days following the completion of the network assessment tests.

**4. RingCentral User Interface ("UI") Build Out** – RingCentral will remotely configure the user interfaces in the system ("UI Build Out") based on the specifications agreed between the parties in the BRD. The UI Build Out will include the features and applications listed in this section, for up to the number of Users and the locations set forth in Appendix C. Additional Users and locations not listed in Appendix C are subject to additional fees via Change Order. Customization of user endpoints are not included in standard UI Build Out including, but not limited to presence, intercom, forwarding, or speed dials. The UI Build Out will include:

- Core Office scripting and UI administration
  - Users – This portion of the UI Build Out includes the following:
    - Extension Number;
    - First Name;
    - Last name;
    - Email address; and
    - E911, 999/112 Address (Customer shall verify that this address is correct in the system within twenty-four (24) hours of notification by RingCentral Personnel that the UI Build Out is complete.)
- Auto Attendant - This portion of the UI Build Out includes the following (as agreed upon and documented in the BRD):
  - Configuration of the Call Flows for the routing of calls during business hours including the setup of Auto Receptionist features, routing and/or IVR menu creation, and the Advanced Rules setup needed for routing menus; and

- Configuration of the Call Flows for the routing of calls after business hours including the setup of Auto Receptionist features, routing and/or IVR menu creation, and the Advanced Rules setup needed for routing menus.
    - Call Routing - This portions of the UI Build Out includes the following (as agreed upon and documented in the BRD):
      - Configuration of the groups to be used for call routing including Virtual Extensions, Call Queue Groups, Message and Announcement Only Extensions.
- 5. RingCentral Deployment** – This stage of the project, will provide technical resources for testing, staging, and deployment of RingCentral phones for digital lines in the locations listed in Appendix A (“Sites”). All travel and expenses ( “Service Expenses”) will be billed to the Customer Monthly in arrears. Additional users, Sites, and Sites Visits not listed in Appendix A are subject to additional fees via Change Order.

- Up to Five (5) one (1) hour end user training sessions for customer provided “train the trainer” capability plus recordings from those sessions and RingCentral University access

**6. Training** – RingCentral Professional Services will provide resources to complete the following:

**Admin Training** - RingCentral Professional Services will provide resources to complete the following:

- Up to three (3) hours of remote Admin training
- Sessions cover the following:
  - Building, activating, disabling and deleting users;
  - Manage user settings with role, templates, and user groups (if applicable);
  - End user portal, phone system admin, system company info, caller ID, and directory assistance;
  - Managing phones and numbers including assisted provisioning;
  - Call flow management;
  - Reports and call logs;
  - RingCentral applications (Glip, Meetings, Desktop, Mobile - if applicable); and
  - Familiarization with Support/Training/Help resources
- Session recordings are included at no additional cost
- Online, self-service Admin training included via RingCentral University at no additional cost
- Additional Admin sessions available at an additional cost via change request
- Custom Admin training, documentation, and videos available at an additional cost via change request

**End User Training** - RingCentral Professional Services will provide resources to complete the following:

- Up to (x) one (1) hour remote End User training sessions
  - Note: The number of End User sessions is calculated based on digital lines (DL). Each DL is equivalent to one end user. Each session can accommodate up to 50 end users.
- Sessions cover the following:
  - Account activation;
  - Extension Settings;
  - Desk phones - standard configuration (custom configuration training is available with prior notice);

- RingCentral applications (Glip, Meetings, Desktop, Mobile - if applicable); and
  - Familiarization with self-service Help resources
  - Session recordings are included at no additional cost
  - Online, self-service End User training included via RingCentral University at no additional cost
  - Additional End User sessions available at an additional cost via change request
  - Custom End User training, documentation, and videos available at an additional cost via change request
- 7. Customer Responsibilities** – The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:
- The customers LAN/WAN infrastructure;
  - Network minimum requirements for RingCentral as a Service model;
    - Quality of Service (QoS) configuration;
    - Firewall or Access Control List (ACL) configuration;
    - Power over Ethernet (POE) port activation / configuration;
  - Telephone Number Porting;
  - Configuration and software installation on customer PCs;
  - Overhead paging;
  - Postage Machines;
  - Credit Card or Point of Sale (POS) Machines;
  - Door buzzer or Automatic Door Controller;
  - Third party SIP phones;
  - Headsets;
  - Analog Devices.
- 8. Customer's Telephone Number Porting** –The Customer is responsible for the telephone number porting. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each Site:
- The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmissions per location or 90 days from submission, whichever occurs first;
  - Any additional port rejections will be the responsibility of the Customer;
  - Customer shall provide RingCentral all appropriate Letters of Authorization (“LOA”'s), billing information, and authorized signer for each location;
  - Porting submissions will include numbers mapped to correct route as “company” numbers or Direct Dial phone numbers;
- 9. Delays** - Any delays in the performance of consulting services or delivery of deliverables caused by Customer may result in additional charges for resource time and additional Service Expenses.
- 10. Project Phasing.** - The Professional Services may be delivered in one or more phases as set forth in this SOW. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase (“Project Phases”). 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 Fee offered by RingCentral, and calculated on the bases of RingCentral service records. 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.

**IN WITNESS WHEREOF**, the Parties have executed this Statement of Work below through their duly authorized representatives.

**Customer**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RingCentral**

**RingCentral, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

draft for rfp



**RingCentral Professional Services  
Statement of Work for Professional Services  
Appendix C**

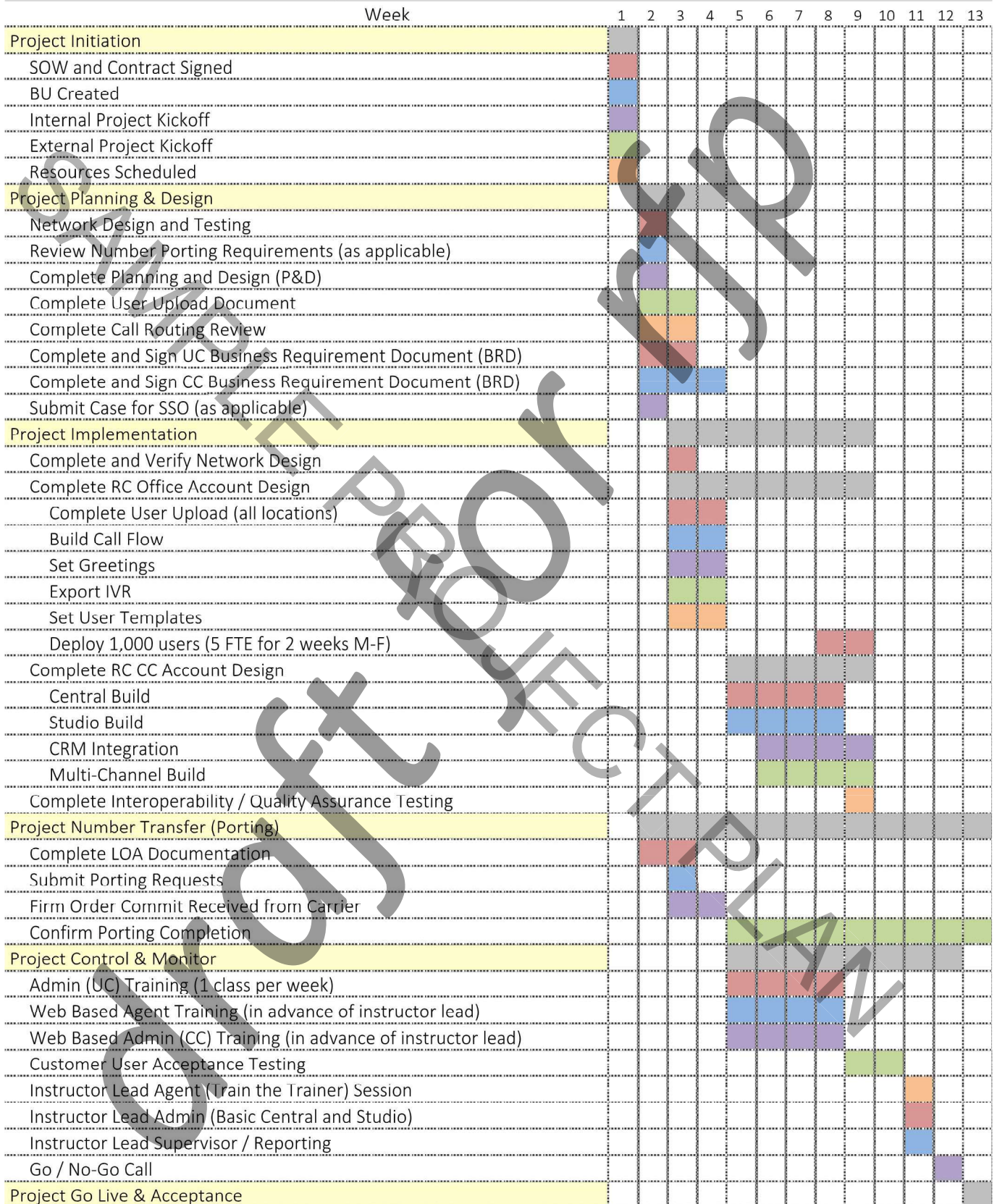
**Build Out Locations**

<b>RingCentral Build Out Location Address(s):</b>	<b>Up to # of Users</b>

draft for rfp



## Basic UC / CC Template Proposed Delivery Timeline





## **8. Open Records Policy**

Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the “Acknowledgement and Acceptance of Region 4 ESC’s Open Records Policy” (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

[Acknowledged](#)