



RINGCENTRAL WITH VERIZON +

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5. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** RingCentral with Verizon (RingCentral) is a cloud-based unified communications service that includes Verizon voice services, including the ability to make and receive calls to and from the public switched telephone network (PSTN), fax, messaging, call handling, mobile apps, and bring your own device (BYOD) capabilities that integrates with many applications. RingCentral may be accessed from a variety of user end points, including IP desk phones, desktop clients, web clients, mobile applications, and software integrations. Customer must purchase data transport services separately, e.g. internet, either from Verizon or a third-party provider.
- 1.2 **Standard Service Features.** RingCentral provides the following standard service features with each Plan Option described below.
 - 1.2.1 **Voice.** Voice includes extension-to-extension calling, local and domestic long distance calling, call forwarding, call transfer, call park, call log, shared lines, voicemail, fax and the ability to make and receive calls to and from the PSTN.
 - 1.2.2 **Video and Audio Conferencing.** Video and Audio Conferencing provides Customer's users with the ability to host one-on-one video calls, multiparty video conferences, the ability to record, screen share, chat, white board and more.



- 1.2.3 **Collaboration Tools.** Collaboration Tools include text and multimedia messaging (where available) features for collaborations like persistent direct messaging, team messaging, file sharing, and task management.
- 1.2.4 **Integrations and APIs.** Integrations and APIs allow Customers to integrate with third-party applications and access APIs that enable Customers to build integrations with Customer-developed applications.
- 1.2.5 **User and System Administration Tools.** User and System Administration Tools enable Customers' administrator to add new users and features and manage the configurations of those users and features through an administrative portal. Similarly, end users can manage their settings and configurations through the end-user portal.

1.3 **RingCentral Plan Options**

- 1.3.1 **Standard License Plan.** The Standard License Plan includes team messaging, unlimited local and domestic long-distance calling, video conferencing with up to 100 participants per meeting, auto-receptionist, auto attendant, business SMS, and limited standard productivity application integrations. Standard Plan does not require a minimum number of licenses.
- 1.3.2 **Premium License Plan.** The Premium License Plan includes all features included in the Standard Plan, plus inbound caller ID name, hot desking, and advanced call handling capabilities (monitor, whisper, barge, and takeover). In addition, video conferencing participants increase to 200 participants per meeting. The Premium License Plan also provides role-based access control, active directory integration, single sign-on support, and multi-location management hierarchies. The Premium License Plan also enables support for all pre-built application integrations and APIs to develop custom integrations.

1.4 **Optional Service Features**

- 1.4.1 **Limited Extension.** Limited Extension is a Voice capability not tied to an individual user, with a limited feature set primarily used for making and receiving calls. Incoming calls ring for a predefined duration of 20 seconds on the device assigned to the Limited Extension. If not answered, the call is routed to a configurable announcement and is then disconnected.
- 1.4.2 **RingCentral Rooms.** RingCentral Rooms enables Customers to start, join, and control RingCentral Video and Audio Conferences in a conference room from an iPad or poly controller. RingCentral Rooms supports up to 200 participants in a single meeting.
- 1.4.3 **RCV 200 Add-On.** The RCV 200 add-on enables selected Standard License Plan users to conduct video conferences with up to 200 participants. When purchased, the RCV 200 Add-On is assigned to individual users.
- 1.4.4 **Live Reports.** Live Reports provide dashboards to access information on agent performance and the overall customer service experience. There is an incremental monthly cost for each Customer agent or supervisor who accesses this feature.

1.5 **Customer Premises Equipment.** Verizon will provide Customer title to purchased customer premises equipment (CPE) in accordance with the terms set forth below.

- 1.5.1 **Shipping Charges.** Customer will be charged for equipment shipping costs. Such costs will vary based on the quantity of the equipment ordered and destination. A good faith estimate of the shipping charge will be provided at the time of Customer's order.



- 1.5.2 **CPE Replacement.** After RingCentral implementation is completed, if Customer experiences a RingCentral service issue during the equipment warranty period that is determined by Verizon to be due to a defective phone, Verizon will replace the phone with a phone of similar capabilities. Verizon will ship the replacement phone to Customer who must return the defective phone to Verizon within 14 calendar days after receiving the replacement. Verizon will provide return labels to Customer for use in shipping the defective equipment back to Verizon. If Verizon does not receive the defective phone within 30 calendar days of the date Customer received the replacement phone, Verizon will bill and Customer will pay the purchase price of the replacement phone.
- 1.5.3 **Delivery.** Where CPE is purchased and delivered within the same jurisdiction, delivery will be FOB Destination, freight paid and added to the invoice as defined in Article 2 of the Uniform Commercial Code from the Commission on Uniform State Laws. Where CPE is purchased locally, but delivered from another jurisdiction, provided Verizon has a legal presence that can serve as importer of record, delivery will be DDP. Otherwise, in all other circumstances, delivery will be DAP.
- 1.5.4 **Title and Security Interest.** Where CPE is purchased and delivered within the same jurisdiction Verizon keeps title until fully paid; then title passes to Customer. Customer shall not give anyone else other than a Customer Affiliate, a security interest in the CPE, or allow a lien to be placed on it, until Customer has paid Verizon in full. For other purchase transactions, title to the CPE passes to Customer at the designated delivery point. As between Verizon and Customer, Verizon retains all right, title and interest in and to all software provided by Verizon.
- 1.5.5 **Risk of Loss to CPE.** Risk of loss or damage to CPE passes to Customer when delivered to the Customer Site, or co-located in Verizon's facilities, or Customer takes shipping responsibility (e.g. when Customer takes over shipping from point of import), whichever is earlier. Customer will give notice to Verizon if the CPE is lost or damaged as soon as Customer becomes aware of it.
- 1.5.6 **Cancellation.** A Customer cancelling any Service Order or a SOW for convenience before it has been accepted is subject to cancellation charges, based on the stage the CPE has reached toward such acceptance, which may include charges: (i) for all CPE elements provided up to the date of cancellation; (ii) for all expenses incurred up to the date of cancellation, including but not limited to the costs of cancelling purchase orders, shipping charges for the return of CPE elements, if permitted by Verizon, removal of CPE elements and other contractual obligations made by Verizon to meet its obligations under the Contract, and (iii) a minimum restocking fee of 35% of the price of the CPE, as shown on the applicable quote, Service Order or SOW, for any CPE elements returned, provided such return is permitted by the provider of the CPE element, and as authorized by Verizon. Customer acknowledges that this amount is liquidated damages reflecting a reasonable measure of actual damages and not a penalty.
- 1.5.7 **Warranty.** Verizon is not the manufacturer or licensor of the CPE but will transfer or pass through to Customer the benefit of any and all manufacturer warranties on the same terms as offered by the manufacturers which are capable of being transferred or passed through. In China, where a manufacturer may be required to obtain licenses and permits for equipment, Verizon does not warrant that the manufacturer has obtained all relevant licenses and permits for the provision of the CPE.
- 1.5.7.1 **THE WARRANTIES IN THESE SERVICE TERMS ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON TO THE EXTENT PERMITTED BY LAW.** These warranties do not cover damage to or malfunction of the CPE caused in whole or in part by Customer or third parties through other than normal use of the CPE or caused by an event external to the CPE.



1.5.8 **Customer Obligations.** In order for Verizon to provide CPE quickly and effectively, Customer will do the following:

1.5.8.1 Immediately notify Verizon of any anticipated delay.

1.5.8.2 Provide CPE interconnection requirements, non-Verizon facilities and permits.

1.5.8.3 Be responsible for (i) repairs or replacement necessitated by accident, casualty, neglect, misuse, intentional acts, harmful code (i.e., any virus or machine-readable instructions and data designed to intentionally disrupt the operation of the CPE or intentionally destroy or damage CPE or data) or any cause other than normal use of the CPE; (ii) damage caused by Customer, Customer facilities; and (iii) use of the CPE with any other device or system not supplied or approved by Verizon, or any use of any part of the CPE in a manner not recommended by a manufacturer.

1.5.8.4 Designate an authorized point of contact.

1.5.9 **Compliance Obligations.** Consistent with its obligation to comply with applicable law, including restrictions on the export, import, and use of certain hardware, software, and technical data provided under these Service Terms, in particular Customer commits not to:

1.5.9.1 Export, re-export, transfer or retransfer the CPE and/or CPE Services without first complying fully with all applicable export laws and obtaining any and all required export, import and/or sanctions licenses.

1.5.9.2 Conduct business with any company, individual, organization or country that is subject to trade sanctions, embargoes, or other restrictions under applicable laws, or for any end-use prohibited under applicable law without complying fully with all applicable law and obtaining any and all required export, import and/or sanctions licenses.

1.5.10 **Exclusion of CISG.** The United Nations Convention for the International Sale of Goods does not apply.

1.6 **Customer Responsibilities.** 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>. Verizon will not be for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.

1.7 **Trouble Tickets.** Trouble tickets involving end-users or remote users will be routed through Customer's designated administrator, who will be provided a checklist of the minimum tasks to be completed prior to calling in a trouble ticket. All such trouble-ticket calls will be handled on a commercially reasonable basis.

2 SUPPLEMENTAL TERMS

2.1 **End User Terms.** Customer hereby agrees to the terms set forth at <http://www.ringcentral.com/verizon-eula.html>, which may be enforced by RingCentral, Inc. as a party hereto. In the case of any direct inconsistency between the End User Terms and the Agreement, the Agreement takes precedence.

2.2 **Acceptable Use and Privacy.** The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, and incorporated herein by reference. Furthermore, the Services are subject to RingCentral, Inc.'s Privacy Policy, available at <https://www.ringcentral.com/legal/privacy-notice.html>, and incorporated herein by reference.



- 2.2.1 Notwithstanding anything to the contrary in this Agreement, Verizon may act immediately and without notice to suspend or limit the Services if Verizon 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 network, provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. Verizon 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 Verizon in advance to avoid any Service disruption.
- 2.3 **No Resale Qualification.** RingCentral with Verizon is provided to Customer only. Resale by Customer of RingCentral with Verizon as a stand-alone service is prohibited.
- 2.4 **Emergency Calling Terms.** Customer hereby agrees to the terms set forth at <https://www.ringcentral.com/legal/emergency-services.html>, which may be enforced by RingCentral, Inc. as a party hereto.
- 2.5 **No Auto Dialers.** Customer may not utilize auto-dialers or any similar type of device in connection with RingCentral.
- 2.6 **Local Number Portability.** Customer can arrange to port its numbers using Local Number Portability (LNP) at the same time RingCentral is made available for use, or delay LNP for up to 10 days afterwards. However, billing for RingCentral will commence for all provisioned licenses when the service is available for use.

3 SERVICE LEVEL AGREEMENT

- The service level agreement for RingCentral with Verizon may be found at the following URL: www.verizon.com/business/service_guide/reg/RingCentral_SLA

4 FINANCIAL TERMS

- 4.1 **Optimized Service.** Customer will pay the Charges for RingCentral with Verizon + specified in the Agreement, and at the following URL, as applicable: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm.
- 4.2 **Standard and Premium License Plans.** Both plans are charged on an MRC basis for each purchased license. Customer must maintain its user count for a 30-day period before requesting a decrease in user count.
- 4.2.1 Standard and Premium License Plans include unlimited intra-enterprise calling, unlimited local calling and unlimited domestic long distance. Calls to international locations can also be made but are billed at metered rates and debited from calling bundles and/or packages as described below.
- 4.3 **No Prorated MRC Billing.** A full month will be charged for the month a user was installed irrespective of the day of the month it was installed. Similarly, no monthly charge for a service that is disconnected in a month irrespective of the day of disconnect.
- 4.4 **International Calling Bundle.** With the International Calling Bundle, Customer pays an MRC for a pool of funds that replenishes every month at the International Calling Bundle plan level that the Customer selects. When Customer places international calls, charges will be debited from Customer's international calling bundle pool until there are no funds left, or the current month ends. At the beginning of each month,



the International Calling Bundle fund is replenished at the level Customer has selected. Unused dollars from the International Calling Bundle do not carry over to the following month.

- 4.5 **Toll-Free Bundle.** With Toll-Free Bundle, Customer pays an MRC for a pool of funds that replenishes every month at the Toll Free Bundle plan level that the customer selects. When Customer places toll free calls, charges will be debited from Customer’s Toll Free bundle pool until there are no funds left, or the current month ends. At the beginning of each month, the Toll Free Bundle pool is replenished at the level Customer has selected. Unused dollars from the Toll Free Bundle do not carry over to the following month.
 - 4.6 **Calling Credit Package.** Once Customer has consumed all funds either the International Calling Bundle or Toll Free Bundle, as selected, the Calling Credit Package provides a pre-paid dollar amount that will be debited to cover the charges for international or toll free calls. Debiting of the calling credit package will continue until the remaining balance reaches zero. At which point, a new calling credit package will be automatically ordered at the Customer’s selected calling credit package level. The Calling Credit Package dollars do not expire for 12 months and any remaining balance will be carried over to the following month until the 12 month limit is reached.
 - 4.6.1 **Calling Credit Package Charges.** After depletion of Customer’s pre-purchased calling minutes, Customer’s most recent Calling Credit Package will automatically renew and Customer will be charged the applicable NRC, unless Customer notifies Verizon of the desire to change the number of minutes in the Calling Credit Package prior to its depletion.
 - 4.7 **CPE Related Charges.** Shipping charges and return device charges are billed to Customer on an NRC-basis.
 - 4.8 **Taxes and Governmental Charges.** Taxes and governmental charges based on the location at which Voice service is used – for example, 911 service fees (which may also be referred to by such names as “taxes” or “surcharges”) – will be determined by the service location designated by the Customer for its end-users.
5. **DEFINITIONS.** The following definitions apply to RingCentral with Verizon, in addition to those identified in the Master Terms of your Agreement.

Term	Definition
Business Hours	Means the hours of 8:00 a.m. and 5:00 p.m. local time, during a Business Day.
Delivered at Place (DAP)	As defined in “Incoterms 2020” published by the International Chamber of Commerce.
Delivered Duty Paid (DDP)	As defined in “Incoterms 2020” published by the International Chamber of Commerce.
Free On Board (FOB) Destination, freight prepaid and added	As defined in Article 2 of the Uniform Commercial Code from the Commission on Uniform State Laws, the seller pays the freight charges but bills them to the customer. The seller owns the goods while they are in transit. Title passes at the buyer's location.
Overtime	Means work extending beyond Business Hours.
Weekend and Holiday Hours	Means hours of work other than Business Hours and Overtime.