

Staff Report

TO: Board of Directors

FROM: Greg Jones, Assistant General Manager
John Ortiz, Information Technology Administrator

DATE: November 8, 2023

SUBJECT: Replace Mitel Voice over Internet Protocol (VoIP) phone system with RingCentral (Consent)

ADMINISTRATION

RECOMMENDATION:

Award a five-year contract with Ring Central for cloud-based VoIP phone services totaling \$164,280, and authorize the General Manager to execute the necessary documents.

BACKGROUND:

Currently, Mitel's Cloud Connect serves as the vendor delivering VoIP phone service to the District. Mitel offers desktop handsets, soft phones, and a customer service module designed to aid in call routing and provide detailed call metrics. The phone system is functioning as intended and is operating without any issues.

On November 9th, 2021, RingCentral and Mitel unveiled a strategic alliance aiming to establish RingCentral as a prominent figure in the cloud communication space. RingCentral has outlined its objective within this partnership to transition Mitel's Cloud customers onto the RingCentral platform. While there is no specified timeline for the elimination of the Mitel platform, RingCentral is enticing users with attractive incentives to facilitate the migration away from Mitel.

The shift away from Mitel to Ring Central's new platform will primarily affect the day-to-day business operations of NID's customer service team. Over the past few months, NID's Customer Service staff have been actively participating and preparing for this change through a number of tutorials and workshops with Ring Central. We believe the upgraded benefits of the new Ring Central platform will bring efficiencies in Customer Service staff time and reporting metrics. The physical desk phones throughout NID will remain unchanged. However, some minor user-preference impacts to soft phones are anticipated in the immediate term as staff becomes accustomed to a new application platform.

BUDGETARY IMPACT:

Switching to RingCentral will result in budgetary cost savings of \$97,920 over a five-year period. In the first year, the savings amount is \$13,344, with an additional \$21,144 saved annually for the subsequent four years. During the initial year, there will be an implementation cost from RingCentral to facilitate the migration of the Customer Service software. Additionally, a third-party consultant, Maverick Networks, will provide IT support to transition cloud platforms. The total implementation fees for the first year amount to \$7,800.

	YR1	YR2	YR3	YR4	YR5
Annual (Ring Central)	\$32,856.00	\$32,856.00	\$32,856.00	\$32,856.00	\$32,856.00
Mitel Contract Termination Fee	\$ 1,000.00				
Mitel Contract Termination (Pd. By Maverick Networks)	\$ (1,000.00)				
Maverick Networks, Inc. Implementation Assistance	\$ 4,000.00				
Ring Central - Customer Service Implementation	\$ 3,800.00				
Total	\$40,656.00	\$32,856.00	\$32,856.00	\$32,856.00	\$32,856.00
Annual (Mitel)	\$54,000.00	\$54,000.00	\$54,000.00	\$54,000.00	\$54,000.00
Savings	\$13,344.00	\$21,144.00	\$21,144.00	\$21,144.00	\$21,144.00

The District allocates an annual budget of \$54,000 for Mitel VoIP phone services and pays monthly. There are no additional budgetary funding needs required for the proposed change to RingCentral. Indeed, the proposed change is expected to yield a savings to NID in the amount of \$97,920 over a five-year period.

Attachments (1)

- RingCentral Initial Order Form & Master Services Agreement



INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (“RingCentral”) and Nevada Irrigation District (“Customer” or “You”) (together the “Parties”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “Agreement”). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral Office is now RingCentral MVP. All references to “RingCentral Office”, whether in terms of service, advertising or product descriptions, mean “RingCentral MVP”.

Customer

Nevada Irrigation District
1036 WEST MAIN St.
Grass Valley, CA 95945
United States

John Ortiz
(530) 273-6185
ortizj@nidwater.com

Service Provider

RingCentral, Inc.
20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

- Start Date:** September 22, 2023
- Initial Term:** 60 Months
- Renewal Term:** 24 Months
- Payment Schedule:** Monthly

RingCentral MVP Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	140	\$16.50	\$2,310.00
DigitalLine Unlimited Advanced		\$12.00	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
Additional Local Number	200	\$0.89	\$178.00
Monthly Recurring Services*			\$2,488.00

RingCentral Engage Omni Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
Engage OmniChannel, named agent seat	5	\$50.00	\$250.00
Call recording storage - 30 days, per seat	5	\$0.00	\$0.00
Monthly Recurring Services*			\$250.00
Total Initial Amount			\$2,738.00

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Overage Rates*	
Engage Omni Services	Rate
Engage OmniChannel, named agent seat on demand	\$95.00
Inbound calls to domestic DIDs, per 10 min	\$0.12
Inbound calls to North America toll-free numbers, per 10 min	\$0.19
Outbound calls manually dialed to North America numbers, per 10 min	\$0.19
Outbound calls via automated dialer to North America numbers, per 10 min	\$0.19
IVR calls processing, overage per 10 minutes	\$0.20
Call recording storage - 30 days, overage per seat	\$0.00
Disconnect Scrub, per 10 scrubs	\$0.08
Automated speech recognition, per 10 minutes	\$0.30
Engage Omni Analytics - Historical Data Retention 2Y	\$30.00
Engage Omni Analytics - Historical Data Retention 3Y	\$45.00
Engage Omni Analytics - Historical Data Retention 4Y	\$60.00
Engage Omni Analytics - Historical Data Retention 5Y	\$75.00
Engage Omni Analytics - Historical Data Retention 6Y	\$90.00
Engage Omni Analytics - Historical Data Retention 7Y	\$105.00
Engage Omni Analytics - Historical Data Retention 8Y	\$120.00

Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Customer Reference. Customer agrees to provide RingCentral upon request, with a case study, press release/activity, blog post, written recommendation, video testimonial, public speaking opportunity or other similar public marketing activity which RingCentral is free to use in its reasonable discretion for marketing purposes.

Free Services Amount

Customer will receive the amount(s) indicated below (the “**Free Service Amount**”), which will be applied against charges for the recurring Services set forth in this Order Form and any applicable taxes and fees associated with those Services invoiced by RingCentral. The Free Service Amount is non-transferable and non-refundable and will expire upon termination of this Order Form. The Customer will be responsible for paying for any additional services and products ordered, and any applicable associated taxes and fees.

MVP Free Services Amount: 8,089.80 US Dollars

Engage Omni Free Services Amount: 750.00 US Dollars

Add-on Services. RingCentral offers add-on services (where available), which are described at <https://www.ringcentral.com/legal/add-on-services.html>.

Special Terms & Notes

MVP

Elasticity

Customer shall have the right, one time in any twelve (12) month period, with thirty (30) days’ advance written notice to RingCentral, to remove up to twenty percent (20%) of the total number of RingCentral Advanced digital lines that are part of your Account at the time that such notice is given, so long as the total number of digital lines that are part of your Account never drops below the total number of RingCentral Advanced digital lines included in your Initial Order Form. For clarity, you shall be permitted to exercise the digital line reduction right set forth in the immediately preceding sentence on only one occasion in any twelve (12) month period during the Initial or then-current Renewal Term, and other than this “once every twelve (12) months” line reduction right, you shall have no right or ability to reduce the number of digital lines that are part of your Account or remove digital lines from such services.

No pro-rated refunds or credits will be issued for any pre-paid, unused portion of the digital lines which were removed. Any reduction in digital lines will be reflected in your next billing cycle.

Engage Omni

Engage Analytics. Engage Analytics includes real-time and historical reporting as custom and pre-built visual dashboards with pre-defined reports. RingCentral will retain historical reporting data according to your selected historical data retention period after which data will be purged on a rolling basis. Retention periods apply to all users of the Engage product and will be billed on a per seat per month basis.

RingCentral will retain one year’s worth of historical reporting data after which any data older than one year, will be purged. Access to longer periods of analytics data may be purchased according to the table above. The applicable retention period selected for the Services above is 1 year.

Customer must contact RingCentral support to modify historical reporting data retention periods, if available.

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer
Nevada Irrigation District

RingCentral
RingCentral, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Jonathan Leaf
Title: SVP Small Business
Date: _____



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with its Attachments, the “**Agreement**”) is made by and between RingCentral, Inc., a Delaware corporation with its primary office at 20 Davis Drive, Belmont, CA 94002, (“**RingCentral**”), and Nevada Irrigation District located at the address set forth in the Order Form (“**Customer**”). RingCentral and Customer may be individually referred to as a “**Party**” or collectively as the “**Parties.**” This Agreement is effective as of the last date of signature below (“**Effective Date**”).

1. Provision of the Service

A. General Terms

The purchase, provision, and use of the Services is subject to the terms contained in this Agreement, the Order Forms, the Online Terms of Services, included at <https://www.ringcentral.com/legal/eulatos.html> (the “**Online Terms of Service**”), and the Service Attachments applicable to Customer’s Services. All these documents are hereby incorporated into and form a part of this Agreement. RingCentral may update the Online Terms of Services 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.

Capitalized terms not defined in this Agreement have the meaning given to them in the Online Terms of Service.

2. Ordering and Term

A. Ordering Services

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

B. 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.

C. Services Term

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

D. Service Attachments

In addition to the Service Attachments referenced in the Online Terms of Services, the Parties may agree to add additional Service Attachments to this Agreement.

Attachment A – RingCentral MVP Services

Attachment B – Engage Omni Services

Attachment C – Service Level Agreement for MVP 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 then in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

B. Invoicing and Payment

Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges.

Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date.

Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

C. Taxes

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

4. Termination

A. Termination for Cause

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

B. Effect of Termination

If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 4(A), Customer will not owe any fees or charges for the Services in respect of any period subsequent to the date of such written notice (except those arising from continued usage before the cancelled Services are disconnected) and will be entitled to a pro-rata refund of any prepaid and unused fees for the cancelled Services being terminated.

If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 4(A), 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.

C. Trial Period

Customer may terminate this Agreement with written notice to RingCentral at any time within thirty (30) days of the Effective Date. In the event of a timely termination, Customer shall not owe any fees or charges for the Services being provided in respect of any period subsequent to the date of such written notice (except those arising from continued Usage) and shall be entitled to a pro-rata refund of any prepaid and unused fees for the Services subject to the cancellation. All purchases are final after thirty (30) days.

5. Miscellaneous

A. 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.

B. Order of Precedence

In the event of a conflict between these documents, the following shall have precedence in interpretation: (a) the applicable Order Form; (b) any applicable Service Attachments; (c) this Master Services Agreement; and (d) the Online Terms of Service.

C. 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.

D. Counterparts

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

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

Customer
Nevada Irrigation District

RingCentral
RingCentral, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Jonathan Leaf
Title: SVP Small Business
Date: _____

ATTACHMENT A SERVICE ATTACHMENT - RINGCENTRAL MVP SERVICES

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

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The 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. RingCentral MVP Purchase Plans

A. Tiers of Service. The Services are 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. Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

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.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or receive in excess of allotment and will be charged at the then-applicable rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registrar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the “**Directory Listing Service**”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory

(“**Listing Information**”). This information may include, but is not limited to, Customer’s company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer’s Listing Information may enter the public domain and that RingCentral cannot control third parties’ use of such information obtained through the Directory Listing Service.

A. 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.

B. No Liability. RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer’s telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer’s Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. RingCentral Global MVP or RingCentral Global Office. RingCentral Global MVP (which is also known as RingCentral Global Office and references in the Service Description to Global MVP shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global MVP is available. Additional information related to Global MVP Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral’s Global MVP for customers that subscribe to it.

A. Emergency Service Limitations for Global MVP. RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global MVP is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global MVP countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

B. Global MVP Provided Only in Connection with Home Country Service. RingCentral provides Global MVP Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer’s Global MVP Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global MVP Services will be done in the Home Country on the Customer’s Account, together with other Services purchased under this Agreement, using the Home Country’s currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global MVP Service in English; additional language support may be provided at RingCentral’s sole discretion.

C. Primary Place of Use of Global MVP Service. Customer represents and warrants that the primary place of use of the Global MVP Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.

D. Relationships with Local Providers. In connection with the provision of RingCentral Global MVP Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer’s Global MVP telephone number(s), by connecting with the local public switched telephone network. 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; in some cases, RingCentral may obtain services from locally licensed providers on Customer’s behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global MVP countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at <https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html>. Additional terms or charges may apply, depending on the selected features.
7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.
8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:
 - A. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
 - B. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
 - C. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
 - D. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
 - E. **“Home Country”** means the United States or the country that is otherwise designated as Customer’s primary or home country in the Order Form.

ATTACHMENT B
SERVICE ATTACHMENT - RINGCENTRAL ENGAGE OMNI SERVICES

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

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

1. Service Overview

“**RingCentral Engage Omni Services**” is a cloud-based, contact center and omnichannel communications solution consisting of inbound and outbound voice media routing, queuing, and distribution as well as digital channel management, and related services, applications, and features, whether included as part of a Subscription Package or ordered separately.

2. Billing and Payment

A. Billing

Starting at the Start Date set forth in the Order Form and until the end of the Term, You agree to pay for: a) the Engage Omni Services fees for at least the number of Seats set forth in the Engage Omni Services Order (as amended as permitted below) (an “**EO Contract Seat**”) based on the per Seat pricing set forth in the Engage Omni Services Order (the “**EO Contract Seat Price**”), as amended from time to time, regardless of the number of Seats being used; b) any Usage (per minute) fees; c) any Subscription Packages set forth in the Engage Omni Services Order (e.g. Interactive Omni Response, minutes, international minutes); and d) any additional fees set forth in the Engage Omni Order Form.

B. Adding New Engage Omni Contract Seats

You may add EO Contract Seats at any time either through a new Engage Omni Services Order or a written amendment executed by You and RingCentral. The Engage Omni Services fees related to these additional EO Contract Seats will be billed at the per Seat price set forth in the Engage Omni Order form. For the avoidance of doubt, You will be required to pay for Engage Omni Services fees related to these additional EO Contract Seats until the end of the Term.

C. Adding On-Demand Engage Omni Seats

At any time, You may utilize additional Seats with your Engage Omni Services on an as-needed basis (each, an “**On-Demand EO Seat**”). You will be billed for any Engage Omni Services at the rate of the EO Contract Seat Price plus an overage charge of 20 USD per month per Seat (the “**On-Demand EO Price**”) until You remove this On-Demand EO Seat from Your Engage Omni Services subscription (which You may do at any time in your discretion). Engage Omni Services fees for any On-Demand EO Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand EO Seats used within such billing period. Fees for other Engage Omni Service licenses may be billed at the price set forth in the Engage Omni Order Form.

3. Engage Omni Services, Settings, and Modifications

A RingCentral MVP account is required to use the Engage Omni Services. The settings and preferences for your Engage Omni Services, including without limitation user rights, user skills, and permissions; routing, scripts; registration Information; and activation of On-Demand EO Seats, among others, may be set and modified by those individuals whom You allow to have access to the web console (“**Account Administrators**”). The Customer acknowledges that the acts or omissions of the Account Administrators may result in additional charges or affect Engage Omni Services. The Customer will be solely responsible for the acts or omissions and the impact on billable amounts of the Account Administrators.

4. Use of Engage Omni Services

You and agree that all use of the Engage Omni Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies. You acknowledge and agree that You are fully responsible and liable for all use of the Engage Omni Services, any software or hardware used in conjunction with the Engage Omni Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the Engage Omni Services shall be subject to the following terms:

A. NO 911 SERVICE. YOU ACKNOWLEDGE AND AGREE THAT 911 / EMERGENCY CALLS OR MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE ENGAGE OMNI SERVICES, AND NO 911 CALLING OR SMS OR OTHER EMERGENCY MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE ENGAGE OMNI SERVICES. YOU MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS.

B. Customer 911 Notification Obligations. You represent, warrant, and covenant that: (i) You shall ensure that any person who might use the Engage Omni Services or be present at the physical location where any the Engage Omni Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 911 or other emergency response services through the Engage Omni Services; and (ii) You shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.

- C. **Cardholder Data.** You acknowledge and agree that when using Engage Omni Services, You will not record or store Cardholder Data (“**CHD**”) as that term is defined by the PCI Data Security Standard. If You are required to receive CHD using the Engage Omni Services, You will pause any recordings or otherwise ensure that no CHD is being recorded or saved.

5. Compliance and Regulations

You disclaim and deny any reliance on any marketing materials relating to the Engage Omni Services with regard to Telephone Consumer Protection Act (“**TCPA**”) compliance and/or the Telemarketing Sales Rule. Any statements regarding the TCPA or other legal compliance are opinion only, and You are ultimately responsible for making your own determinations regarding the requirements of the TCPA and its applicability to the Engage Omni Services.

RingCentral shall not redesign or otherwise modify its Manual Dial product, including any relevant hardware or software, in a manner that would give it the capacity to dial randomly or sequentially generated numbers, function as a predictive dialer or dial numbers in any manner that does not require human intervention for each call.

6. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

- A. **“Engage Omni Materials”** means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the Engage Omni Services, including the components of each Subscription Package, if applicable, and any other features and functionality offered as part of the Engage Omni Services. The Engage Omni Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts, and training materials related to the Engage Omni Services.
- B. **“Engage Omni Services Order”** is an Order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the subscription to the Engage Omni Services, including any Subscription Package, and any additional products, services and functionality purchased by the Customer
- C. **“Interactive Voice Response”** or **“IVR”** means a module that allows customers to script automated voice interactions, accessing third-party services and databases when needed to service the customer. IVR-only packages do not include any services or restrictions related to Seats.
- D. **“Seat”** means either: i) a named license based on the named persons that use the Engage Omni Services, or ii) a concurrent license based on the number of persons simultaneously using the Engage Omni Services. Each Seat includes 2,000 minutes of IVR per month. Overages apply.
- E. **“Subscription Package”** is a set of Engage Omni Services features and applications, as further defined in the Engage Omni Materials, that could be ordered as a bundle.
- F. **“Usage”** means any charges incurred in connection with the use of Your Engage Omni Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, and any products listed on the Engage Omni Service Order Form.

ATTACHMENT C
SERVICE LEVEL AGREEMENT FOR RINGCENTRAL MVP SERVICES

This Service Level Agreement for RingCentral MVP Services (the “MVP SLA”) is a part of the Master Services Agreement (the “Agreement”) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for MVP Services.

1. Overview

RingCentral will maintain the following performance levels:

	Performance Level
Voice Services Availability (Monthly Calculation)	99.999%
Quality of Voice Service (Monthly Calculation)	3.8 MOS Score

2. Minimum Eligibility

Customer is entitled to the benefits of this MVP SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the MVP Service Attachment with a minimum twelve (12) month Term. This MVP SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

A. Calculation of Service Availability for Voice Services

Service Availability = $[1 - ((\text{number of minutes of Down Time} \times \text{number of Impacted Users}) / (\text{total number users} \times \text{total number of minutes in a calendar month}))] \times 100$

Service Availability shall be rounded to nearest thousandth of a percent in determining the applicable credit. Service Credits for Down Time will not exceed 30% MRC.

B. Calculation of Service Credits

Customer is entitled to the Accelerated Service Credits calculated based on the table below:

B.1 Accelerated Service Credit Table

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

C. No Cumulative Credits

Where a single incident of Down Time affects MVP Services and any other Services provided by RingCentral and covered under a separate service level agreement executed between the parties, resulting in Service Credits under both agreements, Customer is entitled to claim Service Credits under one of the agreements, but not for both.

Service Credits to be paid under this MVP SLA will be calculated based on Customer’s MVP MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed the total MRC paid for the relevant Services.

D. Qualifying for Service Credits

Service Credits for Down Time will accrue only to the extent:

- i. Down Time exceeds 1 minute.

- ii. Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the conclusion of the applicable Down Time period.
- iii. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network.
- iv. Customer is not in material breach of the Agreement, including its payment obligations.
- v. Customer must submit a written request for Service Credits to Customer Care within thirty (30) days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case.

4. Quality of Service Commitments

- A. **Quality of Service Targets.** RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public Wi-Fi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.
- B. **Quality of Service Report.** Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) business days.
- C. **Diagnostic Investigation.** If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.
- D. **Diagnostic Remediation.** Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

5. Chronic Service Failures

- A. **Service Availability.** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services during any three (3) calendar Months in any continuous 6 Month period, and customer has timely reported Down Time as set forth herein.
- B. **Quality of Service.** Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum 3.5 MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within 4 months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
- C. To exercise its termination right under this MVP SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

6. Sole Remedy

The remedies available pursuant to this MVP SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this MVP SLA.

7. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- A. **"Down Time"** is an unscheduled period during which the Voice Services for MVP on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.
- B. **"Impacted User"** means a user with a Digital Line affected by Down Time. In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of users with a Digital Line affected by Down Time, RingCentral will calculate the Impacted Users on a User-Equivalency basis as defined below.
- C. **"MOS"** means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the Voice Services.
- D. **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for MVP Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than MVP Services.

- E. **“Quality of Service Report”** means a technical report provided by RingCentral, detailing MOS and related technical information.
- F. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer’s own private network, or the Public Switched Telephone Network (PSTN).
- G. **“Service Availability”** is the time for which Voice Services for MVP are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth above.
- H. **“Service Credits”** means the amount that RingCentral will credit a Customer’s account pursuant to this MVP SLA.
- I. **“Site”** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.
- J. **“Support Case”** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.
- K. **“Territory”** means those countries in which Customers subscribes to MVP or Global MVP Services.
- L. **“User-Equivalency”** means the calculation made by RingCentral to estimate the percentage of the Voice Services impacted by the Down Time. RingCentral may use number of calls, network, device information, vendor and customer reports, and its own technical expertise to make these calculations.
- M. **“Voice Services”** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.