

Customer License Agreement

THIS CUSTOMER LICENSE AGREEMENT (“**AGREEMENT**”) GOVERNS THE USE OF SERVICES AND SOFTWARE LICENSED BY RINGCENTRAL AND RESOLD TO YOU BY A RINGCENTRAL CHANNEL PARTNER. READ THIS AGREEMENT CAREFULLY, IN ITS ENTIRETY, BEFORE INSTALLING, DOWNLOADING OR USING THE SERVICES OR SOFTWARE. BY INSTALLING, DOWNLOADING, OR USING THE SERVICES OR SOFTWARE, OR AUTHORIZING OTHERS TO DO SO, YOU, ON BEHALF OF YOURSELF AND THE ENTITY FOR WHOM YOU ARE DOING SO (HEREINAFTER REFERRED TO INTERCHANGEABLY AS “**CUSTOMER**,” “**YOU**,” OR “**YOUR**”), AGREE TO THIS AGREEMENT AND CREATE A BINDING CONTRACT BETWEEN YOU AND THE APPLICABLE RINGCENTRAL CONTRACTING PARTY AS SPECIFIED IN SECTION 7 (“**RINGCENTRAL**”). IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT WISH TO BE BOUND BY THIS AGREEMENT, PLEASE DO NOT USE THE SOFTWARE OR THE SERVICES.

UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS HAVE THE MEANINGS SET FORTH IN THE RINGCENTRAL ONLINE TERMS OF SERVICE. THIS AGREEMENT IS AVAILABLE AT <HTTPS://NETSTORAGE.RINGCENTRAL.COM/DOCUMENTS/RESELLER-EULA.PDF> (OR ANY OTHER SUCCESSOR LOCATION SPECIFIED BY RINGCENTRAL) AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, MAY BE UPDATED BY RINGCENTRAL FROM TIME TO TIME. BY CONTINUING TO USE THE SERVICES OR SOFTWARE AFTER THE EFFECTIVE DATE OF ANY UPDATES TO THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE UPDATED TERMS.

1. RingCentral Online Terms of Service

Subject to the terms of this Agreement (including the RingCentral Online Terms of Service, which are defined in Section 7.7 and Table 2 and form a part of this Agreement), you may use the Services and Software to the extent you have an active, valid agreement to purchase the Services and Software from a RingCentral Channel Partner who is authorized to resell such Services and Software to you.

2. RingCentral Channel Terms

- 2.1 **Overview.** RingCentral has the right to directly communicate and interact with Customer and to directly exercise and enforce RingCentral’s rights under this Agreement.
- 2.2 **Carrier of Record.** Notwithstanding anything to the contrary in this Agreement, if IP Telephony is

included in the Services and your RingCentral Channel Partner is located in the United States and does not access or remit USF, telecommunications taxes, and/or similar taxes and fees, then (1) the IP Telephony is sold and provided by RingCentral, and not the RingCentral Channel Partner; and (2) your RingCentral Channel Partner is contracting, billing, and collecting payment from you on behalf of RingCentral for the IP Telephony.

- 2.3 Purchase Terms.** All fees, payment, pricing, tax, invoicing, ordering, service duration, and purchase terms (collectively, "Purchase Terms") in the RingCentral Online Terms of Service will be superseded by the applicable terms set forth in your agreement with your RingCentral Channel Partner, and, if applicable, such Purchase Terms with your RingCentral Channel Partner will incorporate RingCentral's Purchase Terms for the IP Telephony.
- 2.4 Professional Services.** Notwithstanding anything to the contrary in the RingCentral Online Terms of Service, RingCentral will not be liable to you for any professional services that you purchase from your RingCentral Channel Partner.
- 2.5 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 user of the Services (including use of any Customer logo, trademark, service mark, or trade name). RingCentral may refer to this Agreement during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials.

3. Term; Termination

- 3.1 Term.** The Term in the RingCentral Online Terms of Service applies to this Agreement, unless terminated earlier in accordance with this Section 3.
- 3.2 Termination for Cause.** The termination for cause provisions in the RingCentral Online Terms of Service apply to this Agreement. For RingCentral, to the extent permitted by applicable law, a cause enabling RingCentral to terminate any Services hereunder in whole or part by giving written notice to Customer shall be given in particular if RingCentral is not paid in accordance with the payment terms between the RingCentral Channel Partner and RingCentral and such breach of payment terms is not cured by the RingCentral Channel Partner within thirty (30) days after RingCentral provides (i) the RingCentral Channel Partner and (ii) you with notice of such breach.

4. Intellectual Property

Notwithstanding anything to the contrary in the RingCentral Online Terms of Service, to the extent you have an active, valid agreement to purchase the Services and/or Software from an authorized

RingCentral Channel Partner who is authorized to resell such Services and/or Software, 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 RingCentral being timely paid for the Services. Except as expressly provided in this Agreement, the limited license granted to Customer in this section 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.

5. Limitations of Liability

THE LIMITATIONS OF LIABILITY IN THE RINGCENTRAL ONLINE TERMS OF SERVICE APPLY TO THIS AGREEMENT, AND IN ADDITION, NONE OF RINGCENTRAL, ITS AFFILIATES, OR ITS LICENSORS, WILL BE LIABLE TO CUSTOMER FOR LOSSES INCURRED BY CUSTOMER ARISING OUT OF OR IN CONNECTION WITH (1) WARRANTIES, RIGHTS, OR CONCESSIONS MADE OR PROVIDED TO CUSTOMER BY THE RINGCENTRAL CHANNEL PARTNER OR ITS AFFILIATES; OR (2) ANY ACT OR OMISSION OF THE RINGCENTRAL CHANNEL PARTNER OR ITS AFFILIATES WHILE ENGAGED IN, OR IN CONNECTION WITH, ITS DEALINGS WITH CUSTOMER, IN EACH CASE WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF RINGCENTRAL HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

6. Miscellaneous

- 6.1 **General.** Any exercise of rights under this Agreement will be without prejudice to any other rights or remedies a party has under this Agreement or the RingCentral Online Terms of Service. With respect to the subject matter hereof, this Agreement, together with the RingCentral Online Terms of Service and the RingCentral Data Processing Addendum and, in each case, any attachments thereto, as amended by this Agreement: (a) is intended by the parties as the final, complete and exclusive expression of the terms of their agreement; and (b) supersedes all prior agreements and understandings (whether oral or written) between the parties. If and to the extent that there is a conflict between the Agreement and the RingCentral Online Terms of Service, this Agreement will prevail.
- 6.2 **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) this Agreement; (ii) the applicable Order Form; (iii) the applicable Service Attachments; (iv) the main body of the RingCentral Online Terms of Service; (v) Use Policies incorporated by reference in the RingCentral Online Terms of Service; and (vi) and any other document expressly referred to in this Agreement or the RingCentral Online Terms of Service, which governs the Services or Software. However, with respect to data processing, the RingCentral Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.

7. Definitions

- 7.1 **“Home Country”** means the country that is designated as Customer’s primary or home country in the Order Form.
- 7.2 **“IP Telephony”** means the following regulated components of the Services: (a) voice transport; (b) provisioning of telephone numbers, including Direct Inward Dials (DIDs), toll-free numbers, or available E.164 numbers; (c) local, long distance, and international call termination; (d) inbound toll-free/freephone origination; and/or (e) videoconferencing and messaging (only where such services are subject to licensing or authorization requirements under local regulation).
- 7.3 **“RingCentral Channel Partner”** means the RingCentral authorized channel partner that bills you for the Services and/or Software as an authorized reseller of RingCentral.
- 7.4 **“RingCentral Contracting Party”** means the party identified in Table 1 based on your Home Country. If you change your Home Country to one identified to a different RingCentral Contracting Party in Table 1, you agree that this Agreement may then be assigned by the existing RingCentral Contracting Party to the new RingCentral Contracting Party.
- 7.5 **“RingCentral Data Processing Addendum”** means the Data Processing Addendum applicable to RingCentral’s processing of personal data in the delivery of Services, located at <https://www.ringcentral.com/legal/dpa.html>, or any other successor location specified by RingCentral.
- 7.6 **“RingCentral Online Terms of Service”** means (1) the RingCentral Online Terms of Service available at the URL identified in Table 2 (or any other successor location specified by RingCentral) based on your RingCentral Contracting Party; or (2) other written agreement between RingCentral and you governing your use of Services and Software.
- 7.7 **“Service”** means the service(s) provided by RingCentral as listed in the order submitted to RingCentral by your RingCentral Channel Partner and accepted by RingCentral. Such order may be presented and executed via the Administrative Portal.

Table 1

Home Country	Service	RingCentral Contracting Party	Mailing Address
Australia	RingCentral MVP, Contact Center, Unify Office, Avaya Cloud Office	RingCentral Australia Pty Ltd	RingCentral Australia Pty Ltd Legal Department 680 George Street Level 12, Sydney NSW 2000 With a copy to legal@ringcentral.com
Austria	Unify Office, Avaya Cloud Office, Rainbow Office	RingCentral Germany GmbH	RingCentral Germany GmbH Legal Department Hamburg Business Center Poststraße 33, 20354 Hamburg, Germany With a copy to legal@ringcentral.com
Belgium	RingCentral MVP, Contact Center, Engage Digital, Unify Office, Avaya Cloud Office, Rainbow Office	RingCentral France SAS	RingCentral France SAS Legal Department 3-5 rue Saint-Georges 75009 Paris With a copy to legal@ringcentral.com
Canada	RingCentral MVP, Contact Center, Engage Voice, Engage Digital	RingCentral, Inc.	RingCentral, Inc. Legal Department 20 Davis Drive Belmont, CA 94002 USA With a copy to legal@ringcentral.com
Canada	Avaya Cloud Office	RingCentral Canada Inc.	RingCentral Canada Inc. Legal Department 160 Elgin Street Suite 2600 Ottawa ON K1P 1C3 Canada With a copy to legal@ringcentral.com
France	RingCentral MVP, Contact Center, Engage Digital, Unify Office, Avaya Cloud Office, Rainbow Office	RingCentral France SAS	RingCentral France SAS Legal Department 3-5 rue Saint-Georges 75009 Paris With a copy to

			legal@ringcentral.com
Germany	RingCentral MVP, Contact Center, Engage Digital	RingCentral France SAS	RingCentral France SAS Legal Department 3-5 rue Saint-Georges 75009 Paris With a copy to legal@ringcentral.com
Germany	Unify Office, Avaya Cloud Office, Rainbow Office	RingCentral Germany GmbH	RingCentral Germany GmbH Legal Department Hamburg Business Center Poststraße 33, 20354 Hamburg, Germany With a copy to legal@ringcentral.com
Ireland	RingCentral MVP, Contact Center, Engage Digital, Unify Office, Avaya Cloud Office, Rainbow Office	RingCentral France SAS	RingCentral France SAS Legal Department 3-5 rue Saint-Georges 75009 Paris With a copy to legal@ringcentral.com
Italy	RingCentral MVP, Contact Center, Engage Digital, Unify Office, Avaya Cloud Office, Rainbow Office	RingCentral France SAS	RingCentral France SAS Legal Department 3-5 rue Saint-Georges 75009 Paris With a copy to legal@ringcentral.com
Netherlands	RingCentral MVP, Contact Center, Engage Digital, Unify Office, Avaya Cloud Office, Rainbow Office	RingCentral France SAS	RingCentral France SAS Legal Department 3-5 rue Saint-Georges 75009 Paris With a copy to legal@ringcentral.com
Portugal	Avaya Cloud Office	RingCentral France SAS	RingCentral France SAS Legal Department 3-5 rue Saint-Georges 75009 Paris With a copy to legal@ringcentral.com
Spain	RingCentral MVP, Contact Center, Engage Digital, Unify Office, Avaya Cloud	RingCentral France SAS	RingCentral France SAS Legal Department 3-5 rue Saint-Georges

	Office, Rainbow Office		75009 Paris With a copy to legal@ringcentral.com
United Kingdom	RingCentral MVP, Contact Center, Engage Digital, Unify Office, Avaya Cloud Office	RingCentral UK Ltd	RingCentral UK Limited. Legal Department 25 Canada Square, Level 37 London, England, E14 5LQ With a copy to legal@ringcentral.com
United States	RingCentral MVP, Contact Center, Engage Voice, Engage Digital, Unify Office, Avaya Cloud Office	RingCentral, Inc.	RingCentral, Inc. Legal Department 20 Davis Drive Belmont, CA 94002 USA With a copy to legal@ringcentral.com

Table 2

RingCentral Contracting Party	RingCentral Online Terms of Service URL
RingCentral Australia Pty Ltd	https://www.ringcentral.com.au/legal/tos.html
RingCentral Canada Inc.	https://www.ringcentral.ca/a/legal/eulatos.html
RingCentral France SAS (if your Home Country is France)	https://www.ringcentral.fr/legal/tos.html
RingCentral France SAS (if your Home Country is Italy)	https://www.ringcentral.com/it/it/eulatos.html
RingCentral France SAS (if your Home Country is Spain)	https://www.ringcentral.com/es/es/legal/eulatos.html
RingCentral France SAS (if your Home Country is Germany)	https://www.ringcentral.com/de/de/legal/tos.html
RingCentral France SAS (if your Home Country is not France, Italy, Germany, or Spain)	https://www.ringcentral.co.uk/legal/tos.html
RingCentral Germany GmbH	https://www.ringcentral.com/de/de/legal/tos.html
RingCentral UK Ltd	https://www.ringcentral.co.uk/legal/tos.html
RingCentral, Inc. (if your Home Country is the United States)	https://www.ringcentral.com/legal/eulatos.html
RingCentral, Inc. (if your Home Country is Canada)	https://www.ringcentral.ca/legal/eulatos.html

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