

ATTACHMENT C

SERVICE LEVEL AGREEMENT FOR RINGCENTRAL 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 RingCentral Office Services.

1. Overview

RingCentral will maintain the following performance levels:

	Performance Level
Voice Services Availability & Video Conferencing 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 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 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 for Voice Services and Video Conferencing.

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

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

b. Calculation of Service Credits

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

b.1 Accelerated Service Credit Table

Voice Service or Video Conferencing 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

The Customer may not “stack” Service Credits for the same incident. Where a single incident of Down Time affects both Voice Services and Video Conferencing Services resulting in Service Credits under this Office SLA, Customer is entitled to claim Service Credits for one of the Services but not for both.

Where a single incident of Down Time affects Office 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 Office SLA will be calculated based Customer’s RingCentral Office 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 Customer Service by opening a Support Case within twenty-four (24) hours of the conclusion of the applicable Down Time period and in accordance with RingCentral's published customer service procedures;
- iii. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
- iv. Customer is not in material breach of the Agreement, including its payment obligations.
- v. Customer must submit a written request for Service Credits to RingCentral Customer Service within thirty (30) days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;

4. **Quality of Service Commitments**

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

5. **Chronic Service Failures**

- a. **Service Availability:** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services or Video Conferencing during any three (3) calendar Months in any continuous 6-Month period, and customer has timely reported Down Time as set forth herein.

- b. **Quality of Service:** Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum 3.5 MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within four (4) months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
- c. To exercise its termination right under this 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 Office 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 Office 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 or Video Conferencing Service 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) **"Impacted User"** means a user with a Digital Line and/or Video Conferencing services 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 and/or Video Conferencing services 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 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.
- 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, 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).
 - g) **"Service Availability"** is the time for which Voice Services and Video Conferencing 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 above.
 - h) **"Service Credits"** means the amount that RingCentral will credit a Customer's account pursuant to this Office 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, to RingCentral's Customer Care department, by placing a telephone call as outlined at <http://success.ringcentral.com/RCContactSupp>.
 - k) **"Territory"** means those countries in which Customers subscribes to RingCentral Office or Global Office Services.
 - l) **"User-Equivalency"** means the calculation made by RingCentral to estimate the percentage of the Voice Services and/or Video Conferencing 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) **"Video Conferencing"** means the cloud-based video conferencing service that unifies video and audio conferencing, mobility and web meetings offered by RingCentral.
 - n) **"Voice Services"** means the audio portion of the 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**”) includes the service levels and objectives for the management and resolution of Customer initiated Support Cases.

1) RingCentral Support

a) Support Case

For non-urgent support requests, Customer may utilize the RingCentral support portal located at <http://support.ringcentral.com> (“Web Case”). For urgent support requests, Customer shall utilize the support number located on the portal (“Phone Case”).

b) Support Availability.

RingCentral will maintain technical support 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.

c) Response Objectives.

1. Average Phone Case Response Time SLA – RingCentral shall endeavor to answer seventy-five percent (75%) of all Phone Cases received in calendar month within an average of two (2) minutes.
2. Web Case Response Time SLA – RingCentral’s shall endeavor to provide a response within twenty-four (24) hours of the opening of the Web Case.

2) Support Reports

Within ten (10) business days of Customer’s request, RingCentral shall provide Customer with a report covering the prior calendar quarter providing the following Customer data, by month and in the aggregate:

1. Calls Offered and Handled – The total number of phone calls made by Customer to RingCentral Support and the total answered/handled.
2. Service Level Agreement – The percentage of phone calls which met the service level agreement in Section 1(c)1 above.
3. Web Case Report - The number of Web Cases opened, number closed, and first response time for each.
4. Total Cases and Call Driver Report – The total support cases opened and closed across all support channels broken down by type.
5. Aging Report for Open Support Cases – The number of support cases that are open and the age of the open cases at the time the report is run.

3) Support Resolution Service Level Objectives. The SLOs that RingCentral endeavors to meet for Phone Cases.

Updates and Resolution time			
Severity Level	Service Failure descriptions	Updates	Resolution Time
Priority 1	Customer experiences a loss of Core of Service affecting (a)100% of Digital Lines at	Upon Customer request, Every thirty (30)	4 Hours

	<p>one or more Customer Sites or (b) 50 or more Digital Lines in the aggregate across its Sites.</p> <p>A “Core Service” means the inability to use any of the following:</p> <ul style="list-style-type: none"> ○ Place and receive voice calls. ○ Host and participate in RingCentral Audio Conference services. ○ Host and participate in RingCentral Office Video Conferencing services. 	minutes, until Resolution	
Priority 2	<p>(A) Customer experiences a loss of Core Services affecting between 20 to 49 Digital Lines in the aggregate across its Sites; or</p> <p>(B) Customer experiences a loss of Services (other than Core Services) affecting (a) 100% of Digital Lines at one or more Customer Site(s) or (b) 50 or more Digital Lines in the aggregate across its Sites.</p>	Every sixty (60) minutes, as requested, until Resolution	1 Business Day
Priority 3	<p>(A) Customer experiences a loss of Service not covered under Priority 1 or 2; or</p> <p>(B) Minor functionality impairment to Services.</p>	Every business day, if requested by Customer, until service is restored	N/A
Priority 4	Non-service impacting questions or feature requests (no loss or impairment of Services is involved).	Initial update/response provided upon case being opened.	N/A

4) Service Credits.

Resolution Time – If RingCentral fails to resolve a Priority 1 or 2 Phone Case within the Resolution Time, Customer shall be entitled to a credit equal to two percent (2%) of the MRC for the month the SLA was missed.

a)

5) Rules Governing the Calculation of Support Services Credits.

Notwithstanding anything set forth elsewhere in this Support SLA, the calculation of credits shall in all cases be subject to the rules and conditions set forth in this section.

- b) RingCentral will not be liable and will not pay any credits for any delays or failures to meet the response times or resolutions times set forth in this Support SLAs due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; (3) Customer's breach of the Agreement; (4) interruption, failure or loss of the Services or any functionality caused by any systems or components outside of the RingCentral Network.
- c) Resolution times will start counting from the moment the Customer properly opens a Phone Case ticket.
- d) In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of Digital Lines affected by a loss of Service, RingCentral will calculate the impacted Digital Lines on a equivalency- basis using number of calls, network information, device information, vendor and customer reports, and its own technical expertise to make these calculations.
- e) Service Credits will accrue only to the extent:
 - (i) Customer applies for the Service Credits by submitting a written request to RingCentral Technical Support Team within five (5) business days of the last date of the calendar month for which the Service Credit is requested;
 - (ii) Customer is not in material breach of the Office Agreement or the Use Policies, including its payments obligations;
 - (iii) A Phone Case or Web Case was properly and timely reported following the Service failure; and
 - (iv) RingCentral confirms the conditions set forth in this Support SLA have been met, and the Customer is entitled to receive the credit.

6) No Cumulative Credits

- a) Where a single incident affecting the Customer would enable the collection of credits under this Support SLA and the right to collect any compensation or credit under any other SLA, Customer may only claim credits under one of the SLAs.
- b) Service Credits to be paid under this Support SLA will be calculated based Customer's RingCentral Office 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 five percent (5%) MRC paid for the relevant Service for the relevant month.

7) Sole Remedy

The credits available pursuant to this Support SLA shall be Customer's sole remedy for any failure to meet committed services levels under this Support SLA.

8) Definitions

Capitalized terms not defined above or below have the meaning set forth in the Agreement to which this SLA is attached.

- (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 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.
- (b) **"MRC"** means the monthly recurring subscription charges (excluding set-up fees, equipment costs, taxes, administrative or government mandated fees, metered billings, and other similar costs and fees) owed by Customer to RingCentral for Office Services for the relevant month. If customer is billed other than on a monthly basis (e.g.

- annually), MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month.
- (c) **"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).
 - (d) **"Services"** means the Voice Services and/or Video Conferencing Service for RingCentral Office on the RingCentral Network.
 - (e) **"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 a Site.
 - (f) **"Video Conferencing"** means the cloud-based video conferencing service that unifies video and audio conferencing, mobility and web meetings offered by RingCentral.
 - (h) **"Voice Services"** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.