

## 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 **Village of Lombard**, 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.

Service Attachment A: MVP Services

Service Attachment B: Professional Services Agreement

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

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

#### **C. Taxes**

All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. 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 canceled Services are disconnected), and will be entitled to a pro-rata refund of any prepaid and unused fees for the canceled 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**

In addition to the above, Customer may cancel any Services purchased under this Agreement with written notice to RingCentral within thirty (30) days of the date in which the purchase becomes effective. Except as otherwise provided in the Agreement between the Parties, in the event of a timely cancellation, Customer shall not owe any fees or charges for the Services being canceled 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 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.

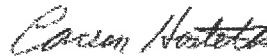
Village of Lombard

RingCentral, Inc.

By:



By:



Name:

Keith Giagnorio

Name:

Carson Hostetter

Title:

Village President

Title:

SVP, Field Sales

Date:

September 16, 2021

Date:

## SERVICE ATTACHMENT A

### SERVICE ATTACHMENT – RINGCENTRAL MVP SERVICES

"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"

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.

#### 1. Service Overview

RingCentral MVP is a cloud-based unified communications service that includes enterprise-class voice, fax, text, call handling, mobile apps, and BYOD capability that integrates with a growing list of applications.

RingCentral MVP includes

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

RingCentral MVP 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. MVP Purchase Plans

##### A. Tiers of Service

RingCentral MVP is made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>

While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc.

##### B. Minute and Calling Credit Bundles.

Minute Bundles, e.g., Toll Free Minute Bundles, can be purchased in incremental buckets of minute in addition to any number of minutes included with the purchased tier. Inbound Toll-Free minutes are deducted from included minutes, purchased Minute Bundles, or charged as overage at the rates currently in effect.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier.

International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

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

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling in one or more service areas. Additional charges may apply for these calls.

#### **4. Directory Listing Service**

RingCentral offers directory listing (the "Directory Listing Service"). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory ("Listing Information"). This information may include, but is not limited to, Customer's company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges 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.

- i. **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.
- ii. **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**

RingCentral Global MVP 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 (911 in the United States and Canada, 999/112 in the United Kingdom and throughout the European Union, and any other applicable Emergency Services number). Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global 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. 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.

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.

**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. **“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 PROFESSIONAL SERVICES AGREEMENT

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

In the event of any conflict between the provisions of the Agreement and the provisions of this Professional Services Agreement (the “**PS Agreement**”), such provisions of this PS Agreement will prevail.

#### 1. Service Overview

RingCentral shall provide the implementation, installation, consulting, configuration services and other professional services (“**Professional Services**”) as described and agreed upon in writing between the Parties pursuant to a statement of work (“**Statement of Work**” or “**SOW**”).

#### 2. Project Phases

The Professional Services may be delivered in one or more phases. The SOW will specify the milestone, objectives, Sites, fees and other components that are included in the scope of each phase (“**Project Phase**”). The Professional Services may also be provided on a time and material basis (“**T&M Services**”) paid by the hour based on the then current T&M Services hourly rate offered by RingCentral, as specified in the relevant SOW. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and payment for each Project Phase is due in full within the applicable payment period agreed between the Parties and is non-refundable.

#### 3. Customer Sites and Site Visits

In the event the Parties agree that the Professional Services must be performed at one or more Customer facility(ies) (“**Site(s)**”), the Site(s) will be separately identified in the applicable SOW. Each visit to a separate Customer Site will be considered a separate “**Site Visit**”. When so stipulated in the SOW, each Site may constitute a Project Phase. Customer has the following obligations with respect to all Site Visits:

- a. Customer will maintain and ensure safe working conditions at each Site and shall promptly inform the RingCentral project manager of any known hazardous conditions at any Site prior to any visit by RingCentral Personnel.
- b. Customer shall ensure that all Site hardware and network environment meets or exceed the requirements set forth in the Statement of Work and in “RingCentral VoIP Network Requirements and Recommendations” which can found at:  
[https://support.ringcentral.com/s/article/9233?language=en\\_US](https://support.ringcentral.com/s/article/9233?language=en_US)
- c. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer’s systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer’s failure to do so.
- d. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral Project Manager the following information for the Site to be visited:
  - i. the first and last name, extension number, and email address for delivery of message notification emails of each End User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Plan Service’s bulk configuration utility);
  - ii. written or illustrated diagrams of Customer’s current and proposed dial plans and data and call flows; and
  - iii. information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.

#### 4. Late Site Visit Change

The Parties acknowledge and agree that Customer’s cancellation or change of the dates of a Site Visit at any time during the ten (10) business days immediately prior to the date that the Site Visit is scheduled to take place (a “**Late Site Visit Change**”) will cause RingCentral to incur expenses and losses (including without limitation RingCentral’s costs in rescheduling the Site Visit and/or loss of opportunity for other business during the period during which such Site Visit was to take place). Accordingly, Customer agrees that for each Late Site Visit Change, Customer shall incur (at the time of cancellation or change) and be liable for, as liquidated damages, an amount equal to eight (8) hours of RingCentral T&M Services at RingCentral’s then-current T&M Services hourly rate, as well as any Service Expenses that have already been expended by RingCentral. The Parties acknowledge and agree that this amount is a fair, reasonable, and appropriate pre-estimate of the losses that RingCentral will incur as a result of any single Late Site Visit Change.

## 5. Professional Services Acceptance

Each SOW will identify the specific criteria required for the completion of each Project Phase ("**Completion Criteria**"). Unless otherwise agreed between the parties in the SOW, upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will present to the Customer the Professional Services Project Completion Signoff Form ("**PCF**") for that Project Phase. Notwithstanding anything to the contrary in this PS Agreement or any SOW, RingCentral's obligations under any Project Phase are deemed accepted and the Professional Services under such Project Phase shall be considered completed in full and billable upon any of the following ("**Acceptance**"):

- a. Customer executes the PCF.
- b. If RingCentral presents Customer with the PCF and the Customer fails to execute the PCF within three (3) days, unless the Customer provides to RingCentral, within those three (3) days, with a detailed description of the items that are outstanding or that are materially non-conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services, and re-submit the PCF for the Project Phase to the Customer for Acceptance as described above. If RingCentral timely receives from the Customer a second rejection notice, and RingCentral, in its reasonable discretion determines that the Professional Services for the Project Phase were properly completed in accordance with the Completion Criteria, Acceptance of the Project Phase will be deemed to have been occurred.
- c. **Production Use:** Unless otherwise agreed in writing between the Parties, production use will constitute Acceptance for all purposes of this PS Agreement.
- d. **T&M Services:** Acceptance for T&M Services, if applicable and used in a SOW, is deemed to have occurred upon performance.

## 6. Payment

- a. The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for T&M Services. Customer will compensate RingCentral fees and expenses for the Services as set forth in the applicable SOW. Customer acknowledges and agrees that all fees and charges shall be due and payable without any deduction, withholding, or offset of any kind, including without limitation for any levy or tax.
- b. **Invoicing and Payment of Professional Services fees.** Except to the extent otherwise provided in a SOW or this Section, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced Monthly in arrears. The payment term for each invoice is set forth in the Agreement.
- c. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its fixed travel, meal, and lodging expenses incurred in connection with any Site Visit ("**Service Expenses**"). Travel, meal, and lodging expenses shall be invoiced upon Acceptance of each Project phase, alongside all other amounts due under this PS Agreement, on a per-trip/per resource basis. RingCentral shall, after Customer request, provide information verifying the deployment of on-site resources and expenditure of Service Expenses.
- d. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts not provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:
  - i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours of RingCentral per day at the then-current T&M Services hourly rate.

## 7. Changes to SOWs

Changes to any applicable SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**"), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by RingCentral in its reasonable discretion. RingCentral shall have no obligation to commence work in connection with any Change Order until the Change Order is agreed upon by both Parties in writing. RingCentral has no obligation to provide any Professional Services outside the scope of an SOW

## 8. Enterprise Support

As part of the Professional Services provided, Customer may purchase Enterprise Support services from RingCentral for use with the Services. The terms and conditions that govern the Enterprise Support can be found at: <https://www.ringcentral.com/legal/enterprise-service-attachment.html>



**9. Term and Termination**

- a. **Term.** This PS Agreement shall remain in effect for as long as the Agreement is in effect, unless terminated in accordance with this Section.
- b. **Termination.** Either Party may terminate this PS Agreement, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one SOW or Project Phase shall not necessarily result in the termination of, or otherwise affect, any other SOW or Project Phase.
- c. **Effect of Termination.** In the event that this PS Agreement, a SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:
  - i. any Professional Services and T&M Services that have been rendered up until the effective date of the termination;
  - ii. all applicable Service Expenses incurred; and
  - iii. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled, if termination of the PS Agreement, SOW, or a Project Phase occurs within one hundred and eighty (180) days of execution of the applicable SOW. If termination occurs after one hundred and eighty (180) days of execution of the applicable SOW, Customer shall owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being cancelled.
- d. **Post-Termination Notice Wrap-Up.** Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase

## RingCentral Professional Services

### Statement of Work for Implementation Services

This RingCentral Professional Services Statement of Work for Professional Services (this "**SOW**") is executed by RingCentral, Inc. ("**RingCentral**"), and Village of Lombard (the "**Customer**") pursuant to, and is subject to, the RingCentral PS Agreement executed by Customer and RingCentral on or about \_\_\_\_\_, 2021 (the "**PS Agreement**"). Capitalized terms used in this SOW but not otherwise defined shall have the respective meanings given to them in the PS Agreement.

<b>Customer:</b>	<b>Village of Lombard</b>
<b>Quote/SOW Number:</b>	<b>U2021-02174712</b>
<b>Labor Cost:</b>	<b>\$13,338.00 USD</b>

#### Single Phase Project

	<b>Scope of the Phase</b>	<b>Value</b>	<b>Completion Criteria</b>
Phase	All the Professional Services described in this SOW.	Same as Labor Cost. (Excluding Taxes and Service Expenses if applicable) <b>\$13,338.00</b>	Completion of all Professional Services described in this SOW.

The following activities shall be performed in accordance with this Statement of Work and the PS Agreement at the location(s) and for the number of Users and Sites indicated in the attached Appendices:

#### 1. **General**

**1.1. Assignment of a designated Project Manager ("PM")** – For a period of up to ninety (90) days, commencing upon Project Kickoff, the RingCentral PM will act as Single Point of Contact for delivery services, following the Project Management Institute (PMI) standard methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):

- i. Internal and external kickoff session hosted by RingCentral;
- ii. Creation and management of project governance, to include:
  - a. Project plan and Schedule;
  - b. Communication plan, resource plan, escalation plan, change plan, test plan;
  - c. Action and risk register;
- iii. Completing resource assignment and scheduling in alignment with project schedule;
- iv. Set up of project documentation and timelines in collaboration with designated Customer Single Point of Contact;

- v. Identifying, communicating and mitigating project risks and issues;
- vi. Alignment of scope of services with customer expectations during kickoff;
- vii. Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs;
- viii. Facilitating and leading regular status update meetings, organize planning sessions and Customer steering committees, as applicable;
- ix. Completing scoped work effort and go live support; and
- x. Performing closure procedures at the conclusion of project activities.

## **2. RingCentral Office Planning and Design**

### **2.1. RingCentral Planning and Design ("P&D") and Business Requirements Document ("BRD")**

RingCentral will initiate the Planning and Design process and introduce the Business Requirements Document to the Customer at the beginning of the project and will consist of structured planning activities for a period of up to three (3) weeks. This process will define and capture the project-wide deployment holistically including all sites and users listed in Appendix A.

- i. RingCentral has included up to four (4) design documentation collection session(s) with this project delivery
- ii. All groups will provide data during a single data collection process over a three (3) week period and contribute to a universal design documentation across all lines of business / business units
- iii. Additional data collections are available to the customer for further breakout via change request at an additional expense if data collection needs to take place by country or user group
- iv. Details within the data collection include:
  - a. Customer Site Information;
  - b. User Upload;
  - c. Data collection for End-User and Administrator Training;
  - d. Porting data;
  - e. Call flow(s);
  - f. Roles and Permissions;
  - g. Delivery Overview;
  - h. Go-Live Readiness Report Card;
- ii. The fully reviewed BRD is signed off by Customer's Project Manager and RingCentral's Project Manager prior to moving to deployment.
  - a. Material changes to the BRD made after mutual execution are available to the customer via change request
- iii. Delay in completing and returning Customer documentation may result in an adjustment of project timeline and additional fees.

### **2.2 Network Readiness Assessment – RingCentral will provide the Customer with one (1) assessment of the customer's primary Internet Service Provider (ISP) connection to and from RingCentral. This connection will be at the customer's firewall (edge).**

- i. RingCentral's Network Engineer will provide the following:
  - a. RingCentral Network Requirements Documentation;
  - b. Satellite installation guide;
  - c. Assistance with satellite installation;
  - d. Document and share results of network assessment for customer reference;
- ii. Site assessments not completed prior to Go-Live will result in the forfeiture of the assessment for this project.

- iii. Additional network assessments or consultations are available to the customer via an executed Change Order and will result in additional fees. This may include additional ISP links or sites.

### **3. RingCentral Office Build**

#### **3.1. RingCentral Basic User Interface (“UI”) Single Phased Build Out**

- i. RingCentral will remotely configure the following interfaces in the system (“UI Build Out”) based on the following specification guidelines agreed to between the parties in the BRD.
  - a. Up to 234 number of users
  - b. Up to nine (9) Unique Call Flows, a call flow includes:
    - Up to ten (10) Custom answering rules
    - UP to ten (10) IVR prompts with key actions
  - c. Up to fourteen (14) Call Queue and Ring Groups[**including up to ten (10) Live Reports**]
  - d. Up to two (2) Custom Roles
    - Service plan must support Custom Roles
  - e. Up to two (2) Templates
- ii. Informacast Fusion integration is available through the RingCentral App Gallery
  - a. Integration assistance is provided through RingCentral Support, as well as through the link provided (<https://support.singlewire.com/s/article/Integrate-InformaCast-Fusion-with-RingCentral>)
- iii. Customization is available to the customer at an additional cost via executed Change Order
- iv. Substitute Caller ID (Spoofing) configuration is not included. It is available at an additional cost via executed Change Order.

### **4. RingCentral Delivery Services**

#### **4.1. Remote Delivery and Go Live Services**

- i. RingCentral will provide remote go live services to complete the following:
  - a. Delivery resource during remote Go Live as defined in Appendix B;
  - b. Document open issues in action log;
  - c. Transition into support services;
  - d. Perform closure procedures at the conclusion of project activities
- ii. Customer responsibilities:
  - a. Customer is responsible for handset placement at locations listed in Appendix B
    - RingCentral to provide instructions and best practices for handset placement, test, and endpoint registration
  - b. Customer is responsible for decommission and disposal of any legacy equipment

### **5. RingCentral Training Services**

#### **5.1. Admin Training – RingCentral Professional Services will provide resources to complete the following:**

- i. Up to two (2) hours of remote admin training to be provided by a RingCentral University Training Specialist
- ii. Sessions cover the following:
  - a. Building, activating, disabling and deleting users;
  - b. Managing user settings with role, templates, and User groups (if applicable);
  - c. Managing system setup and maintenance via the Admin Portal including phone company info, caller ID, and directory assistance;

- d. Managing phones and numbers including assisted provisioning;
- e. Call flow management;
- f. Reports and call logs; and
- g. Familiarization with Support/Training/Help resources
- iii. Session recordings are included at no additional cost
- iv. Online, self-service admin training at RingCentral University included at no additional cost
  - h. Webinars & Videos, Getting Started Tutorials, and User Guides
- v. Custom admin training, documentation, and videos available at an additional cost via executed Change Order
- vi. Additional admin sessions are available to the customer via Change Request at an additional charge
- vii. Helpdesk training sessions are available to the customer at an additional cost via executed Change Order
- viii. Customer and RingCentral agree that Professional Services Project Completion Form shall not be withheld by Customer for delays in the delivery of the RingCentral training services

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

- i. Any combination of the following one (1) hour remote end user training sessions for a total of up to two (2) sessions to be provided by RingCentral University Training Specialist:
  - a. Standard End User
  - b. Train the Trainer (Standard End User)
  - c. Exec Assistant/Front Desk
  - d. Remote User
- ii. Session recordings included at no additional cost
- iii. Online, self-service end user training at RingCentral University included at no additional cost
  - a. Webinars & Videos, Getting Started Tutorials, and User Guides
- iv. Custom end user training, documentation, and videos available at an additional cost via change request
- v. Additional end user sessions are available to the customer via Change Request at an additional charge
- vi. Customer and RingCentral agree that Professional Services Project Completion Form shall not be withheld by Customer for delays in the delivery of the RingCentral training services

**6. Handoff Testing**

**6.1. System Integration Testing (SIT)**

- i. RingCentral will complete System Integration Testing (SIT) following final configuration of RingCentral prior to handoff to the Customer to start User Acceptance Testing (UAT);

**6.2. UAT Assumptions**

- i. During UAT, the Customer will designate users to complete application testing in mock real-world scenarios to validate the RingCentral build matches the agreed design documentation;
- ii. Customer will define the UAT scenarios or stories by phase and the mutually agreed criteria is recorded as an Appendix in the design documentation prior to mutual execution as the document of record;
  - a. If UAT scenarios are not specified by the Customer, then work is deemed accepted and ready for go live upon notice from RingCentral that the work is complete and ready for testing;

- iii. Customer resources participating in UAT must complete all pre-recorded online training sessions for agent, supervisor, and/or admin related to their job role prior to starting UAT;
  - a. RingCentral Implementation Engineer may provide up to one (1) hour of additional guided training to UAT participants, as requested by the Customer, specific to the test criteria;
- iv. The outcome of all UAT scenarios are documented by the Customer in a written format and provided to RingCentral at completion of testing;
  - a. Any variation in expected results (errors, flaws, failures, adjustments) are provided in writing to the RingCentral Project Manager for review and resolution;
  - b. RingCentral will provide an expected variation resolution date and submit back to the Customer for additional testing;
- v. Upon completion of all UAT scenarios, the Customer will submit final written completion of testing to RingCentral prior to scheduling go live;
  - a. RingCentral will append the design document output to include completed UAT criteria in the final published output document;

### **6.3. UAT Constraints**

- i. The Customer and RingCentral will enact a mutual software / code freeze prior to start of SIT and UAT;
- ii. Customer shall perform UAT within seven (7) calendar days of application handoff from RingCentral for any Deliverables, unless otherwise mutually agreed by the parties considering the nature or scope of the Deliverable in writing prior to start of testing;
- iii. Customer shall then diligently continue UAT until its completion, which shall be completed no later than three (3) business days after commencement of UAT. Customer's failure to complete UAT by such time will be deemed Customer's acceptance of the applicable Deliverables.
- iv. Any Customer changes in software or code following written UAT completion resulting in new application behaviors may result in additional charges to the Customer via Change Request for troubleshooting and issue resolution;
- v. Additional days of UAT support are available to the Customer via Change Request at an additional charge

### **6.4. Project and Phase Acceptance**

- i. Final phase and project acceptance subject to terms and conditions in RingCentral MSA

## **7. Hours of Operation**

### **7.1. Standard Service Hours**

- i. Unless otherwise specified, pricing assumes that Services will be performed between 8:00 AM to 5:00 PM local site time, Monday-Friday, excluding holidays ("Standard Service Hours")
- ii. Work requested and performed outside Standard Services Hours will be subject to overtime charges via executed Change Order

## **8. Customer Responsibilities – The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:**

- i. The customers LAN/WAN infrastructure;
- ii. Network minimum requirements for RingCentral as a Service model;
  - a. Quality of Service (QoS) configuration;
  - b. Firewall or Access Control List (ACL) configuration;

- c. Power over Ethernet (POE) port activation / configuration;
- iii. Configuration and software installation on customer PCs;
- iv. Decommission and disposal of any legacy equipment;
- v. Customizations on individual User endpoints, or phone settings;
- vi. Provide work space for RingCentral on-site personnel (as scoped);
- vii. Overhead paging;
- viii. Postage Machines;
- ix. Credit Card or Point of Sale (POS) Machines;
- x. Door buzzer or Automatic Door Controller;
- xi. Third party SIP phones;
- xii. Headsets;
- xiii. Analog Devices
- xiv. Third party Applications
- xv. Input Registered E911 Address and location information to Service Web
  - a. This is critical information which is used by first responders in case of an emergency hence customer must ensure that the information they are adding to the Service Web is accurate
  - b. For more information, please refer to Appendix D

**9. Customer's Telephone Number Porting** – The Customer is responsible for authorizing the telephone number(s) porting to RingCentral. RingCentral shall submit all porting requests to the losing carrier and ensure that all porting is successful to the RingCentral networks where applicable. This effort pertains to those locations identified in Appendix B. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers.

- i. The RingCentral Project Manager shall manage the submission of port requests and shall coordinate rejections/resubmissions with Customer on a per location basis for up to 90 days from submission;
- i. Any additional port rejections after 90 days will be the responsibility of the Customer and their losing carrier(s), with assistance from RingCentral;
- ii. Customer shall provide RingCentral all appropriate Letters of Authorization (“LOA”), billing information, Customer Service Record (CSR) and authorized signer for each location;
- iii. Porting submissions will include number mapping to the correct end users on Customer's network;

**10. Delays and Changes** – Changes to this SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a “**Change Order**,”) a sample of which is attached as Appendix C to this SOW), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and additional fees. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees.

**11. Project Phasing** – The Professional Services may be delivered in one or more phases as set forth in this SOW. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other

components that are included in the scope of each phase ("Project Phases"). Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and Payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

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

**Customer**

**Village of Lombard**

By: 


Name: Keith Giagnorio

Title: Village President

Date: September 16, 2021

**RingCentral**

**RingCentral, Inc.**

DocuSigned by:  
  
By: 97EA5ABA3BBD498

Name: Marc Lambert

Title: AVP, Majors

Date: 9/22/2021



**RingCentral Professional Services  
Statement of Work for Professional Services  
Appendix A  
Planning and Design Location**

<b>Planning and Design Location Address(s):</b>	<b>Up to # of Users</b>
Remote	234

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

<b>Site</b>	<b>Address</b>	<b>Number of Users</b>	<b>Deployment Type</b>	<b>Number of Site Visits</b>	<b>Technician Days On-Site</b>	<b>Rate per Site</b>
Lombard	255 E. Wilson Ave, Lombard, IL 60148	234	Remote	NA	NA	\$13,338

**RingCentral Professional Services  
Statement of Work for Professional Services  
Appendix C  
Change Order Form for Implementation Services**

This Change Order to the Statement of Work is subject to the Professional Services Agreement (the "PS Agreement") by and between Customer and RingCentral with the Effective Date listed below, establishes a change to the project scope or budget. By executing this Change Order, the parties agree to be bound by the terms and conditions set out in the PS Agreement with respect to the Services to be performed under the PS Agreement and Statement of Work ("SOW") indicated below as modified by this Change Request.

<b>Effective Date of PS Agreement:</b>	<b>Effective Date of SOW:</b>		
<b>Project Name:</b>	<b>Request Date:</b>	<b>PO Number:</b>	<b>Quote Number:</b>
<b>Customer Name:</b>	<b>Requested By:</b>	<b>Requestor Phone:</b>	<b>Requestor email:</b>
<b>Customer Address:</b>			

**Specific Details Explaining the Change:**

<b>Change 1</b>		
<b>Quantity:</b>	<b>Description:</b>	<b>Professional Services Cost:</b>
<b>Change Order Total:</b>		

<b>Impact on Project Timeline and Scheduled Delivery Date:</b>
<b>Impact on SOW Pricing:</b>

**BY SIGNING BELOW**, the Parties have each caused this Change Order to be signed and delivered by its duly authorized representative as of the date Customer signs below (the "Effective Date").

<p><b><u>Customer</u></b></p> <p>By: _____</p> <p>Signed: <u>__SAMPLE ONLY__</u> _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b><u>RingCentral</u></b></p> <p>By: _____</p> <p>Signed: <u>__SAMPLE ONLY__</u> _____</p> <p>Title: _____</p> <p>Date: _____</p>
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**RingCentral Professional Services**  
**Statement of Work for Professional Services**  
**Appendix D**  
**Registration of Address and Notification Information – Emergency Dialing.**

Bulk uploading of user data, building extensions, etc. may require input of registered addresses and emergency notification information. By engaging RingCentral for implementation of the Services, Customer agrees to the following:

- I. **Registered Address.** It is Customer's obligation to maintain accurate emergency location information for each Digital Line on its Account. RingCentral will, on Customer's behalf, upload Customer's Users' registered addresses using a list of addresses provided by Customer.
- II. **Emergency Notifications.** For Digital Lines located in the United States, Customer must input and maintain in Service Web a central location for the receipt of emergency notifications generated by its Users placing emergency calls (for further information about this obligation, [click here](#)). RingCentral will, as a part of the upload described in (A) above, also input Customer's emergency notification location, as directed by Customer.
- III. **Customer's Representation and Warranty.** Customer represents and warrants that the registered addresses and emergency notifications location are accurate and acknowledges that any subsequent change to the registered addresses must be carried out by Customer. Customer acknowledges that it may have its own independent legal obligation to ensure the accuracy of the above information and that RingCentral takes no responsibility for the accuracy of the information provided by Customer.