

VBUC with Ring Central Customer Agreement



Service Terms

1. General

1.1 Vodafone Business UC with RingCentral Service (the “**Service**”) is an enterprise-grade, cloud-based communications solution for voice, video meetings, messaging and team collaboration. “**Service**” includes each Service Element.

1.2 Service Elements. The following Service Elements constitute the Service:

1.2.1 Unified Comms as a Service (“UcaaS”): The UcaaS product is Vodafone Business UC, a multi-tenanted cloud platform MVP (Message, Video, Phone) solution for calling, collaboration, messaging, video meetings and analytics. SMS capabilities are not available. Customer should use the encrypted end to end Video chat function if confidential information will be shared. Bundles are the different licence packages available for Vodafone Business UC. Customer may select only one Bundle for the Initial Term, but Customer may upgrade their Bundle during the Initial Term. All Bundles require a tariff as set out in the Customer Agreement. Each Bundle requires a Vodafone PSTN number per user. The Bundles are listed below:

Full UC Option

- Entry: Core telephony, Team messaging and collaboration features.
- Standard: Entry Bundle plus Third-Party application integrations, video meetings, and additional telephony features.
- Premium: Standard Bundle plus CRM integration, automatic call recording, analytics and access to set of APIs, SDKs and other developer tools that allow third parties to leverage supplier features directly from customer’s own application.

Voice-only Option

- Standard: Core telephony features, Third Party application integrations and single sign-on.
- Premium: Standard option plus CRM integration, automatic call recording, analytics and access to set of APIs, SDKs and other developer tools that allow third parties to leverage supplier features directly from customer’s own application.

1.2.2 Optional Service Elements: The following Optional Service Elements may be purchased: a) Limited Extension; b) Live Reports; c) CPE [d] training modules; e) Cloud PBX for MS Teams; and f) professional services apart from the mandatory deployment services. Additionally, Customer can order i) Extra Geographic Number with any Bundle, or ii) Hot Desking, available on Premium Bundle only. If RingCentral or a Third Party Provider terminates Customer’s right to use a Service Element, Vodafone will have no liability for failure to deliver the relevant Service Element.

2. Conditions of Use

2.1 Data Protection:

2.1.1 Vodafone is the Data Controller and Data Processor for the Service. Vodafone’s Data Protection Terms when Vodafone is Data Controller and Data Processor apply to Personal Data including local terms, as applicable.

2.1.2 Vodafone Processes Personal Data as set out in the Data Table at <https://www.vodafone.com/business/media/document/1508917455187/vodafone-uc-with-ringcentral-data-table-7-feb-2022.pdf>.

2.1.3 Customer is aware that there may be Applicable Law regarding the duty to inform Users or obtain their consent to the recording and storage of calls, meetings history, messages, files shared between Users and other items. Customer will ensure and warrants:

- (a) compliance with these Applicable Law, including without limitation any applicable local laws where Users are located;
- (b) that Users are made aware that those data processing activities are taking place; and
- (c) that it has obtained any consent required from Users regarding the collection, storage and processing of any data or information carried out in connection with the Service prior to requesting Vodafone to make available the Service to such Users.

2.2 Authorised Users: Access to the Platform is limited to Authorised Users. Customer is liable for all acts and omissions conducted on the Platform, including Charges arising from unauthorised/fraudulent use.

2.3 End User Terms: Customer must, and must ensure that End Users, keep confidential and not share with any third party their password or access details to the Cloud Service. Customer shall comply with the terms set out in the Extra Service Terms for UcaaS below.

2.4 Chat functionality: When transmitting confidential information, Customer must ensure that the end-to-end encryption setting for video calls is used by Users.

2.5 Analytics Reports: Customer will, and must ensure its Users shall, only use the analytics reports, in accordance with Applicable Law, for the purposes of quality monitoring, troubleshooting and usage capability management of the Service.

2.6 Public Voice Service

2.6.1 Customer acknowledges that the Service is not a Public Voice Service. The Service is therefore not capable of originating or terminating voice calls to and from public telephone numbers, unless it is effectively connected to the separately purchased GSIP Service.

2.6.2 Customer and its End Users shall not connect or seek to connect the Service to any Public Voice Service, except the GSIP Service. Any such connection shall not prevent Vodafone from complying with its obligations under Applicable Law.

2.7 Emergency Calls

2.7.1 Customer acknowledges that, unless it connects the Service to the accompanying and separately purchased GSIP Service, the Service will



not support calls to Emergency Numbers. End Users can therefore place calls to Emergency Numbers through the Service only to extent it is effectively connected to the accompanying GSIP Service.

- 2.7.2 The Customer acknowledges that the Service, the quality, performance and available features of the Service and any Equipment or Customer Equipment, including the ability to place calls to Emergency Numbers may be affected by different factors including: (i) the quality and speed of the internet connection; and (ii) other usage on the internet connection; (iii) power failure; (iv) the Customer's compliance with clause 2.6.
- 2.7.3 Customer acknowledges that End Users can place emergency calls to the emergency authorities only in the country in which the End User is registered and has been allocated a telephone number. The Service does not support cross-border emergency calls.
- 2.7.4 Customer shall ensure all End Users and potential End Users acknowledge and agree to the limitations of calling the emergency services using the Service and are advised of alternatives.
- 2.7.5 It is strongly recommended that the Customer provides End Users an alternative means for placing emergency calls
- 2.7.6 When using the Desktop App, the Customer must advise End Users to use an alternative method to place emergency calls and inform them of the consequences of failing to do so, which may include emergency services being sent to the wrong address.
- 2.7.7 Where permitted by Applicable Law, Customer must carry out emergency call testing activities across the deployment including placing a test emergency call with the address as shown in the relevant local emergency number management system validated as correct. Vodafone may request evidence of emergency call configuration and/or test results from Customer before the Service may commence.

2.8 Voice Traffic and Number Management

- 2.8.1 No public telephone numbers will be allocated to Customer through this Service. Rather, the Customer will be allocated numbers through the accompanying GSIP Service that it purchases separately. Vodafone will enable the Customer to use these numbers as the CLI for calls originated through the Service.
- 2.8.2 Customer acknowledges that it is responsible for the configuration and management of numbers it uses with the Service. When allocating numbers and configuring the CLI for End Users / endpoints of the Service, the Customer and its End Users shall adhere to the following:
 - (i) For Poland, Belgium, Spain, Italy, Singapore, and Hong Kong: Customers will ensure that Administrators or Individual End Users agree not to change their own CLI from their allocated phone number.
 - (ii) Customer must assign Numbers only to an End User/endpoint located within the applicable country of allocation and, where required by Applicable Law, the particular geographic area.
 - (iii) Customer will: only configure CLI for outbound calls from Microsoft Teams that have been provisioned to the Customer as part of the accompanying GSIP Service; will not engage in cross-border use of CLI; and will otherwise configure CLI in compliance with Applicable Law
 - (iv) Customer will never manipulate, change, or otherwise mask the network CLI of out-bound calls.
- 2.8.3 Customer shall not configure an extension number for any User / endpoint:
 - (i) where the initial digits would match an local emergency number

- (ii) that starts with 0.
- (iii) that matches any Reserved Number on the platform.
- 2.8.4 CLI Presentation Number (FROM Field): The CLI Presentation number shall always be: a number allocated to the Customer through the GSIP Service; a dialable number; and it must not be a number that connects to a premium rate service or to a revenue sharing number that generates an excessive or unexpected call charge. To the extent the Customer wishes to use a Customer-provided presentation number for outbound calls from Service, this must be agreed with Vodafone in advance.
- 2.8.5 CLI Network Number (PAID Field): The Customer shall at no time manipulate or otherwise change or mask the network CLI of outbound calls. The Customer will always match the numbers provisioned through the GSIP Service.
- 2.8.6 The Customer shall otherwise comply with all Applicable Law associated with the use of numbers, including respecting any geographic restrictions that may apply to the use of those numbers, and any other applicable rules on CLI Presentation.
- 2.8.7 If the Customer does not comply with the conditions outlined in clause 2.6, Vodafone may block any voice traffic originating from the Service. Vodafone shall not be held liable for any such call blocking.
- 2.8.8 Vodafone reserves the right to put in place technical restrictions on the Service that would prevent the Customer or its End Users from using numbers in a manner that conflicts with Applicable Law.
- 2.9 **User Greeting:** To fulfil the requirement that inbound callers are aware a call has been connected, Customer shall procure that each User has at least one of the following configurations enabled at all times: (a) User Greeting; (b) Connecting Message; (c) Hold Music; (d) Call Screening; or € Audio While Connecting.



- 2.10 Indemnity:** Notwithstanding clause 12.1 (Exclusions) of the General Terms, Customer shall indemnify Vodafone from any losses incurred by Vodafone as a result of Customer's failure to comply with Clauses 2.6, 2.7, 2.8 and 2.9. For clarity, this clause shall apply in the event of any act or omission by Customer in violation of the terms of this clause or Vodafone provided guidance that prevents or otherwise limits effective Emergency Calling for any End User.
- 2.11 Tariff Fair Usage Policy:** The Service includes an unlimited domestic voice bundle, which consists of outbound domestic geographic and mobile calls. Customer must not use the Service to make automated communications in any form. If Customer's voice usage exceeds 3000 minutes per month twice in a 6 month period, Vodafone may investigate Customer's use of the Service. If Customer breaches Vodafone's acceptable use policy for the Services, Vodafone may either: (a) terminate the Agreement; or (b) transfer Customer to an appropriate plan. All calls will automatically terminate after a duration of 240 minutes.
- 2.12 Third Party Providers:**
- 2.12.1 Service Elements:** Certain Service Elements will be provided by a Third Party Provider. Either: (a) Vodafone will use a Third Party Provider or Vodafone Group Company ("VGC") that has the necessary authority to provide a Service Element where required by Applicable Law. Vodafone may novate any Customer Agreements as required to comply with Applicable Law; or (b) Customer will be required to purchase Third Party Provider application integration licences separately to the Service, from Third Party Providers.
- 2.12.2 Third Party Provider applications:** (a) Vodafone does not control any applicable licensing terms (including additional fees) required for use of a Third Party Provider application. The use of any Third Party Provider application is subject to the terms and conditions of the applicable Third Party Provider(s); (b) Vodafone is not responsible for any issues encountered with the deployment or support of the Third Party Provider application integrations; (c) Vodafone may modify, remove, or cease supporting a Third Party Provider application at any time. Vodafone accepts no liability if customer continues to use an unsupported Third Party Provider application.
- 2.12.3 RingCentral Licence Model:** Vodafone will procure and manage licences from RingCentral as necessary to activate the Service.
- 2.12.4 Mandatory RingCentral and Third Party Provider Terms:** With respect to RingCentral and Third Party Provider Software, Customer shall not: (i) resell it; (ii) assign or transfer it; (iii) use it on a standalone basis; or (iv) use it for any purpose other than for its internal business purpose or to access the Service.
- 2.13 Dynamic Address Updates:** Customer shall provide up-to-date location information for all Users. This information will be used to assist the emergency services in the event of any calls being made to Emergency Numbers.
- 2.14 Denied Destinations:** Vodafone and its subcontractors actively monitor activity on their network to protect Customer from spam on inbound calls and fraud on outbound calls. Customer is blocked from calling certain international phone numbers which represent substantial fraud risk ("Denied Destinations"). Customer can request access to a Denied Destination under separate agreement.
- 2.15 Customer's Group Companies:** Vodafone may allow members of Customer's Group to be a beneficiary of the Services and receive a separate invoice ("Additional Service Recipients"). Customer remains fully responsible for the compliance and participation of Additional Service Recipients under the Customer Agreement.
- 2.16 Freeze Period:** Vodafone may delay the delivery of a Service Element during a Freeze Period. "Freeze Period" means: (i) the period generally from 1 December to 15 January each year; and (ii) any period involving a significant spike in Network usage.

3. Customer Prerequisites:

- 3.1** Customer must provision and maintain the minimum operating systems, browsers and hardware requirements set out at <https://support.vodafonebusiness.ringcentral.com/gb/en/network-and-system-requirements/system-requirements.html> ("Customer Prerequisites") to receive the Service. Vodafone is not responsible for any performance or non-performance issues with the Service caused by Customer failing to comply with the Customer Prerequisites. If Customer fails to provision or maintain the Customer Prerequisites, Vodafone may terminate the Service and apply a Recovery Charge.
- 3.2** The LAN at each Customer Site links all the User devices, clients and any Customer Equipment with the Platform, via the Internet. Customer may check their WAN and LAN bandwidth at <https://support.vodafonebusiness.ringcentral.com/gb/en/network-and-system-requirements/network-requirements.html> Unless Customer has purchased Vodafone LAN and Connectivity designed to support Vodafone Business UC, Customer is responsible for any connectivity-related issues.
- 3.3 Customer Sites - Customer Obligations:** For the purposes of preparing for and delivery of the Service, Customer shall: (a) have in place (or assist Vodafone to do so at Customer's cost) all third party consents necessary to allow Vodafone or its subcontractors to: (i) access Customer Sites, Equipment, and third party property; and (ii) install and configure Equipment on Customer Sites or third party property; (b) provide secure storage for Equipment sent to Customer Sites; (c) prepare Customer Sites in accordance with Vodafone's instructions; (d) ensure that Customer Sites are safe and represent a suitable working environment; and (e) when possible, give the designated Project Manager 12 Working Days' notice of any event (such as power disconnection) that will disrupt the Service or affect the Equipment. If Customer cancels a Site visit within 12 Working Days of the scheduled visit and re-schedules the visit, a Late Site Visit Change Charge will be payable by Customer.
- 3.4 Security Obligations:** Customer shall employ appropriate security policies and processes to prevent unwanted or unauthorized activity on its own network and the Vodafone network that it connects to. Customer shall: (a) take reasonable steps to limit misuse of or threat to the Service, Equipment, or Network; (b) not send or allow to be sent unsolicited bulk messages, content, posts, or communications; (c) not engage in activities that adversely affect or interfere with the Network or any of its users; (d) notify Vodafone of any Customer security issues that are likely to materially adversely impact the Network; (e) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls; and (f) seek prior approval from Vodafone before running any security tests, vulnerability scans, or penetration tests on Equipment or Services.



- 3.5 Call Recording and Call Logging:** Customer is solely responsible for compliance with all Applicable Law in relation to the recording of communications. Customer warrants it will inform individuals and procure their consent to the recording of communication and/or logging of User activity as required by Applicable Law.
- 3.6 PCI Compliance:** If applicable, it is Customer's responsibility to ensure that Customer and its use of the Service is compliant with the latest version of the Payment Card Industry data security standard.
- 3.7 Mandatory Accompanying Public Voice Service:** Customer acknowledges that the Service is not a Public Voice Service. The Customer must purchase and maintain the GSIP Service from Vodafone, the terms and charges of which are not included in these Service Terms.

4. Deployment

- 4.1** At least one of the following deployment services are mandatory and will be charged on a one-time fee basis. Customer may select all three options within its entire estate deployment. All deployment services are delivered by RingCentral but facilitated and coordinated by Vodafone. Deployment options may vary on a country-by-country basis.
 - 4.1.1 Standard (Remote):** Service provision and configuration completed remotely. Customer will oversee any CPE configuration with remote support from Vodafone or its subcontractors.
 - 4.1.2 Full (On-Site):** Vodafone or its subcontractors will configure any physical devices on Customer premises.
 - 4.1.3 Custom:** Customer requires all the elements of the Remote or On-Site deployment package plus other ad hoc Professional Services. Custom deployment can also be anything that deviates from the standard deployment service.
- 4.2** Vodafone or its subcontractors shall: (a) comply with any reasonable Customer Site access and security procedures disclosed to Vodafone in advance; and (b) deliver installation and maintenance work: (i) during Working Hours, when the work does not involve any suspension of the Service; or (ii) subject to additional charge notified to Customer in advance, outside of Working Hours if requested by Customer or if Vodafone is unable to deliver the works during Working Hours for reasons outside of Vodafone's control.

5. Equipment

- 5.1** Customer shall have Equipment that meets Vodafone specifications to use the Service. Customer may purchase Equipment from Vodafone or provide its own. The Equipment Terms apply to Vodafone Equipment/Customer Equipment. Customer must promptly replace or correct the affected Equipment in event it is exposed to any fraudulent activity. If Customer does not purchase CPE from Vodafone, Customer's CPE must be compatible with the Service. Customer may check the compatibility of CPE at <https://support.vodafonebusiness.ringcentral.com/gb/en/article/vf-List-of-tested-deskphones-with-RingCentral.html>
- 5.2** Software will be deemed delivered to Customer when all necessary access codes have been provided and the Software is downloaded.

6. Support Services

- 6.1** Vodafone shall provide Customer with 24 x 7 support services for Incident Management and Service Requests, in English only. Customer shall provide Vodafone with details of two contacts who will be responsible for accessing the support services and liaising with Vodafone.
- 6.2** Where Vodafone initiates changes to the Service (e.g., to carry out essential maintenance or upgrades), Vodafone may temporarily interrupt the Service and will notify Customer of this in advance.
- 6.3** Vodafone may interrupt the Service to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).
- 6.4** If Customer reports an Incident caused by an Excluded Event to Vodafone, Customer shall reimburse Vodafone's reasonable expenses.

7. Service Level Terms

- 7.1 Applicability:** SLOs apply from the Service Commencement Date for the applicable Service Element, unless stated otherwise.
- 7.2 Excluded Events:** Vodafone is not responsible for failure to meet an SLO if the SLO is affected by an Excluded Event.
- 7.3 UCaaS SLO:** UCaaS Platform Service Level Objective is 99.99% availability of the RingCentral Platform across RingCentral's customer base in a Monthly Measurement Period. Percentage availability is calculated as:
$$1 - (x * y) / (z * (a - b)) * 100$$
 - "x" = number of RingCentral customer accounts impacted
 - "y" = number of whole minutes when the UCaaS Service is unavailable in the Monthly Measurement Period
 - "z" = total number of RingCentral customer accounts provisioned
 - "a" = number of minutes in a month
 - "b" = number of minutes scheduled downtime
- 7.4 Incident SLO:**
 - 7.4.1** The Incident Service Level Objective is calculated as the duration of time between Vodafone opening an Incident record and Vodafone issuing a closure notification.
 - 7.4.2** Incident Service Level Objective Resolution Times are applicable to the Service as a whole.
 - 7.4.3** The following Resolution Times apply for Incidents:



Priority Level	Priority Level Definitions	Service cover period	Incident SLO Resolution Time
Priority 1 (Critical Service Affecting)	Total loss of service or severe degradation of quality rendering the service unusable to entire customer or business critical site locations.	24/7	4 Hours
Priority 2 (Major Service Affecting)	Serious Degradation of quality of service or loss of service to non-business critical site or function. Partial Loss of service to business-critical site / function leading to severe impact to customer operations or revenue affecting impact.	24/7	8 Hours
Priority 3 (Minor Service Affecting)	Partial loss of service / degradation of quality for multiple users i.e., Users have either fixed OR mobile working properly but not both. OR single user with total loss of service / unusable service.	Working Hours	2 Working Days
Priority 4 (Non Service Affecting)	Partial loss of service / loss of functionality for a single user.	Working Hours	10 Working Days

8. Definitions

The Vodafone Definitions apply to these Service Terms except as amended below:

- 8.1 Bundle:** as set out in clause 1.2 of these Service Terms or the Customer Agreement/Order Form.
- 8.2 CPE or Equipment:** an IP-based phone, computer, tablet or other device that is used by the Customer to access the Services, as well as any accessories for such devices, such as headsets or sidecars.
- 8.3 CLI:** is calling line identification (i.e., the telephone number that identifies the caller with a number to which a return call can be);
- 8.4 Cloud Services:** the UCaaS product
- 8.5 Customer User Information:** Includes the following information fields contained in MS Teams and/or the Service relating to the User; Display Name, User Principal Name, Email, External ID, Phone Number, Country, SIP Realm, SIP Username, SIP Auth Username, SIP Password and Display Name.
- 8.6 Deployment:** deployment options are charged on a per User basis.
- 8.7 Desktop App:** the Vodafone Business UC with RingCentral application which a User accesses via a laptop or desktop, rather than on their mobile device.
- 8.8 Device Warranty Start Date:** with respect to CPE, the date on which such CPE was delivered to a Customer. [
- 8.9 Digital Line:** the phone number/DDI associated with an End User's Service 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. A Customer may also purchase Limited Extensions to enable PSTN connectivity to devices that are not assigned to an End User. Additional DDIs that are not assigned to a **Digital Line** require a **Domestic Additional Local Number** subscription.
- 8.10 Emergency Number:** a number which, when dialled, connects a calling party to the emergency authorities, such as 911 in the USA; 999 or 112 in the UK or Ireland; 112 in Europe.
- 8.11 End User:** an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer's employees, consultants, clients, external users, invitees, contractors and agents.
- 8.12 Excluded Event:** an Incident caused by: (a) another Vodafone service purchased under a separate Customer Agreement; (b) non-Vodafone supplied power or other systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (c) the negligence, act, or omission of Customer or a third party not within Vodafone's direct control; (d) Customer delay or non-performance of any of Customer obligations set out in the Customer Agreement; (e) Customer request to modify or test a Service Element; (f) the inability or refusal by RingCentral or a Third Party Provider to provide a Service Element; (g) a Force Majeure event; and (h) Service suspension that is permitted under the Customer Agreement.
- 8.13 Feature:** with respect to a Cloud Service, a feature or capability of such Cloud Service, and includes, without limitation, Third Party Provider integrations. Each Bundle has a specific set of Features giving an End User access to different RingCentral and Third Party Provider product capabilities.
- 8.14 Late Site Visit Change / cancellation Charge:** expenses and losses incurred by RingCentral, together with an amount equal to eight (8) hours of time and materials services.
- 8.15 License Subscriptions:** within a Bundle, a Customer shall purchase a committed volume of Subscriptions that can be assigned by the Customer to End Users. The Customer may also purchase add-on Subscriptions. Each End User requires a Subscription to consume the Service.
- 8.16 Public Voice Service:** voice services that are capable of originating and terminating voice calls to and from public telephone numbers, over public networks such as public switched telephony network (PSTN) services and SIP services.
- 8.17 Replacement CPE:** with respect to a CPE, another CPE that is either (a) of the same manufacturer and model number as such CPE or (b) if a CPE meeting the requirements of subsection (a) is not available, a substantially equivalent CPE.
- 8.18 Reserved Number:** a dialable number that cannot be assigned to a User / endpoint, such as an emergency number.



- 8.19 RingCentral:** means RingCentral UK Limited, a company registered in the United Kingdom (registration number 6737634) whose registered office is at Ealing Cross, 85 Uxbridge Road, London W5 5TH.
- 8.20 PSAP:** means public safety answering point which is a call centre that receives emergency calls and co-ordinates emergency services.
- 8.21 Service Level Objective or SLO:** the performance Vodafone expects to provide, without associated service levels or service credit.
- 8.22 SIP:** is Session Initiation Protocol as standardized per RFC 2543 & RFC 3261.
- 8.23 ServiceWeb:** is the Customer facing admin portal specifically for this Service.
- 8.24 Teams Direct Routing or TDR:** is a method of connecting Microsoft Teams voice capabilities with a PSTN provider. It enables the MS PBX that manages the calls between the MS Customer and their PSTN or SIP provider.
- 8.25 Vodafone Global SIP Trunking Service (“GSIP Service”):** is a Public Voice Service which provides Customer Voice over IP (VoIP) trunks to support inbound and outbound calls to and from Customer’s telephony endpoints, connecting the Customer’s (IP) Private Branch Exchange (PBX), whether on premise or in a data centre, to Vodafone’s access to the Public Switched Telephone Network (PSTN) or Public Land Mobile Network (PLMN) through Vodafone’s global IP network.
- 8.26 Working Day:** shall mean Monday to Friday inclusive, but excluding public holidays in the country where the Vodafone Service is delivered from.
- 8.27 Working Hour:** The hours between 0900 and 1700 (local time) on a Working Day, in the country where the Services are being provided.

Extra Service Terms



Vodafone Business UC – Professional and Training Services

The following Extra Service Terms apply to Professional and Training Services:

1. A set of Professional Services is provided by RingCentral on behalf of Vodafone to help Customer successfully plan, design and deploy the Service to meet Customer's business requirements. The Professional Services offering is based on two implementation options: on-site and remote.
2. For each Professional Services engagement, a statement of work must be produced and approved by Customer and Vodafone, which will include acceptance criteria. This will be set out in the Customer Agreement.
3. If Customer's request for rescheduling training is within nine days of a training date, a rescheduling charge will be payable by Customer.
4. If Customer cancels training within 24 hours of the training date/time, RingCentral will be under no obligation to reschedule the same. The completion of the Professional Services project completion form shall not be delayed due to rescheduling training.
5. If additional Site visits, not specified in the statement of work, are needed, Customer will pay for these on a time and materials basis a fee equal to the greater of (a) eight (8) hours of Professional Services per day for such Site visit and (b) the actual number of hours of Professional Services performed in connection with such Site visit.
6. If Customer cancels or changes a Site visit within 12 Working Days of the scheduled visit and re-schedules the visit, a Late Site Visit Change Charge will be payable by Customer.
7. Full details of the Professional and Training Services are available to Customer on request.



Vodafone Business UC – Extra Service Terms for UCaaS

1. End User License Agreement

- 1.1 This is an agreement between Customer and the Supplier and governs Customer's use of the UCaaS services.
- 1.2 By using the Service, Customer agrees to be bound by these Extra Service Terms for UCaaS.

2. Use Policies

- 2.1 Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer may not use, or permit the use of the Services, to interfere with the use of Supplier's Services by others or with the operation of the Supplier Network. Customer may not resell the Services. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section 1 (Use Policies) will be deemed a material breach of this Agreement.
- 2.2 Supplier may update the Use Policies 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.
- 2.3 Acceptable Use Policy
 - 2.3.1 The Services must be used in accordance with Supplier's Acceptable Use Policy, available at <https://www.ringcentral.co.uk/legal/acceptable-use-policy.html>.
 - 2.3.2 Notwithstanding anything to the contrary in this Agreement, Supplier may act immediately and without notice to suspend or limit the Services if Supplier reasonably suspects fraudulent or illegal activity on the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the Supplier Network, provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. Supplier will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Supplier Support in advance to avoid any Service disruption.
- 2.4 Emergency Services
 - 2.4.1 Supplier's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.co.uk/legal/emergency-services.html>.

3. Intellectual Property

- 3.1 Limited Licence
 - 3.1.1 Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, Supplier grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable licence to use any software provided or made available by Supplier 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 the Customer being current on its payment obligations.
 - 3.1.2 Customer will not, and will not allow its End Users, to:
 - Sublicense, resell, distribute or assign its right under the licence granted under this Agreement to any other person or entity;
 - Modify, adapt or create derivative works of the Software or any associated documentation;
 - Reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software;
 - Use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorised to use;
 - Create any competing Software or Services; or
 - Remove any copyright or other proprietary or confidential notices on any Software or Services.

4. IP Rights

- 4.1 Supplier's Rights
 - 4.1.1 Except as expressly provided in this Agreement, the limited licence granted to Customer under Section 3.1 (Limited Licence) does not convey any ownership or other rights or licences, express or implied, in the Services, any related materials, or in any Intellectual Property and no IP Rights or other rights or licences are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by Supplier and its licensors. The Software and Services may comprise or incorporate services, software, technology or products developed or provided by third parties, including open source software or code. Customer acknowledges that misuse of Supplier Services may violate third party IP Rights.
- 4.2 Customer Rights
 - 4.2.1 As between Supplier and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to Supplier a limited, personal, non-exclusive, royalty-free, licence to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licences, consents, authorisations or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third party IP rights.



5. Use of Marks

5.1 Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

6. Definitions

The Vodafone Definitions apply to these Extra Service Terms for UCaaS, except as amended or defined below:

- 6.1 **“Account”** means the numbered account established with Supplier and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by Supplier.
- 6.2 **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.
- 6.3 **“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.
- 6.4 **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer's employees, consultants, clients, external users, invitees, contractors and agents.
- 6.5 **“Intellectual Property Rights”** or **“IP Rights”** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).
- 6.6 **“Law”** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, or local or non-U.S. governmental body with jurisdiction over the Services.
- 6.7 **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order(s).
- 6.8 **“Supplier”** means RingCentral UK LTD, a company registered in the United Kingdom (registration number 6737634) and whose registered office is at Ealing Cross, 85 Uxbridge Road, London W5 5TH, United Kingdom.
- 6.9 **“Supplier Network”** means the network and supporting facilities between and among the Supplier points of presence (**“PoP(s)”**), up to and including the interconnection point between the Supplier's network and facilities, and the public Internet, private IP networks, and the Public Switched Telephone Network (PSTN). The Supplier Network does not include the public Internet, a Customer's own private network, or the PSTN.
- 6.10 **“Use Policy”** refers to any of the policies identified at <https://www.ringcentral.co.uk/legal/acceptable-use-policy.html>.

Extra Service Terms for Cloud PBX



The following Extra Service Terms apply to Cloud PBX.

Cloud PBX for MS Teams (“Cloud PBX”):

- 6.11** Cloud PBX is an optional Service Element on the Premium or Standard bundles (whether Full UC Option or Voice-Only Option.)
- 6.12** Cloud PBX provides the ability for a User to utilize voice capabilities directly from Customer’s existing Microsoft Teams via TDR. Customer must purchase Microsoft Teams Phone licences separately.
 - 6.12.1 As a minimum each end user will need to have a O365 E1 or E3 licenses as well as the MS Phone System license assigned in order to make use of the Cloud PBX Service.
 - 6.12.2 Users with MS O365 E5 licenses will already have the Phone System licenses included as part of the O365 account.
- 6.13** Customer acknowledges that Microsoft Teams Phone licenses (including O365 licences) are not part of the Service and as a result the availability of Microsoft Teams may differ from that of the Service.
- 6.14** Customer will only connect Microsoft Teams to the accompanying GSIP Service in a manner which does not interfere with emergency calling or otherwise prevent Vodafone from complying with Applicable Law
- 6.15** **Emergency calling address location:** Customer:
 - 6.15.1 must inform Vodafone of any change to address location
 - 6.15.2 acknowledges that PSAPs receive User-location information from the Service and that if Customer or its Users update address locations only into Microsoft Teams, then PSAPs will not necessarily receive that updated information.
 - 6.15.3 must configure emergency calling via E911 on Microsoft Teams in countries that have adopted E911 for emergency calling; and
 - 6.15.4 must manage all address location updates for the Service via Vodafone and not via the Microsoft Teams administration portal. In the United Kingdom this must be updated via the ServiceWeb instance for the Service.
- 6.16** Customer warrants that it is not aware of any prohibition preventing interconnection between Microsoft Teams and the accompanying GSIP Service.
- 6.17** Customer acknowledges that the country from which the Cloud PBX is provided may differ from the country of the accompanying GSIP Service.
- 6.18** Customer is responsible for ensuring the Customer User Information is accurate and up to date in the Service at all times.
- 6.19** Customer acknowledges that it must inform Vodafone of any updates to the Customer User Information because MS Teams updates will not be configured to the Service.