



## INITIAL ORDER FORM – MVP SERVICES

This Initial Order Form is a binding agreement between RingCentral, Inc. (“**RingCentral**”) and **City of Republic** (“**Customer**” or “**You**”) (together the “**Parties**”), for the purchase of the Services, licenses, and products listed herein.

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

### **Customer**

City of Republic

204 North Main Ave.  
Republic, MO 65738  
United States

Michael Sallee  
+1 417-719-6917  
msallee@republicmo.com

### **Service Provider**

RingCentral, Inc.

20 Davis Drive  
Belmont, CA 94002  
United States

### **Service Commitment Period**

**Start Date:** June 30, 2022

**Initial Term:** 36 Months

**Renewal Term:** Months

**Payment Schedule:** Monthly

In Process

**RingCentral MVP Services**

<b>Recurring Services</b>			
<b>Summary of Service</b>	<b>Qty</b>	<b>Rate</b>	<b>Subtotal</b>
<b>DigitalLine Unlimited Premium</b>	<b>129</b>	<b>\$21.14</b>	<b>\$2,727.06</b>
DigitalLine Unlimited Premium		\$16.64	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
<b>DigitalLine Basic</b>	<b>1</b>	<b>\$11.43</b>	<b>\$11.43</b>
DigitalLine Basic		\$6.93	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
<b>Yealink T43U Ultra-elegant Gigabit IP Phone with 1 Expansion Module EXP43 - Rental</b>	<b>10</b>	<b>\$5.50</b>	<b>\$55.00</b>
<b>Yealink W76P Cordless Phone with 1 Handset - Rental</b>	<b>8</b>	<b>\$3.50</b>	<b>\$28.00</b>
<b>Polycom OBi302 ATA - Rental</b>	<b>4</b>	<b>\$2.25</b>	<b>\$9.00</b>
<b>Additional Local Number</b>	<b>68</b>	<b>\$1.99</b>	<b>\$135.32</b>
<b>RingCentral Video</b>	<b>1</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Monthly Recurring Services*</b>			<b>\$2,965.81</b>

**Total Initial Amount****\$2,965.81**

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

**Cost Center Billing**

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

**Free Services Credit**

Customer will be entitled to receive a one-time credit in the amount of 8,897.43 US Dollars. This credit will be applied against charges for recurring Services set forth in this Order Form, (and any taxes and fees associated with those Services), included in future invoices issued by RingCentral to Customer for the recurring Services included in this Order Form until the total amount of the credit is used. The Customer will be responsible to pay for any additional services and products, including without limitation, additional lines and extensions, seats, licenses, one-time services, usage base fees and bundles, IP devices, and their associated taxes and fees. This credit is non-transferable and non-refundable, and any unused amount will expire immediately upon termination of your Order Form.

**By signing below Customer agrees to the RingCentral Online Terms of Service (available at <https://www.ringcentral.com/legal/eulatos.html>) and submits this Initial Order Form. To review the Online Terms**

**of Services, please download this document.**

Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

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

Customer  
**City of Republic**

RingCentral  
**RingCentral, Inc.**



By: \_\_\_\_\_  
Name: Michael Sallee  
Title: Systems Administrator  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jenny Dingus  
Title: VP SMB & Expansion Sales  
Date: \_\_\_\_\_

In Process



## 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**”), **Mitel Networks, Inc. (“Mitel”)** and **City of Republic** (the “**Customer**”). RingCentral’s delivery and Customer’s receipt of the Professional Services under this SOW are subject to, the RingCentral PS Agreement executed by Customer and RingCentral on or about \_\_\_\_\_, 2022 (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>City of Republic</b>
<b>Quote/SOW Number:</b>	<b>U2022-02495211</b>
<b>Labor Cost:</b>	<b>\$7,800.00 USD</b>

### Project Phases: 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 (Actuals)).	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”)** – 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 migration 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 Two (2) weeks. This process will define and capture the project-wide deployment holistically including all sites and users listed in Appendix A. RingCentral has included up to two (2) design documentation collection session(s) with this project delivery

- i. All groups will provide data during their assigned data collection process over a one (1) week period for a total of two (2) supported weeks and contribute to a universal design documentation across all lines of business / business units
- ii. 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
- iii. 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**

- i. 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).
- ii. 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;
- iii. Site assessments not completed prior to Go-Live will result in the forfeiture of the assessment for this project.



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

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

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

- i. RingCentral will remotely configure the following interfaces in the system (“UI Build Out”) based on the specifications agreed to between the parties in the BRD.
  - a. Up to nine (9) locations
  - b. Up to ten (10) Unique Call Flows
  - c. Up to fifteen (15) Call Queue and Ring Groups
  - d. Up to three (3) Custom Roles
    - Service plan must support Custom Roles
  - e. Up to three (3) Templates
- ii. Customization is available to the customer at an additional cost via executed Change order
- iii. 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. RingCentral Online Product Training**

- i. The following training resources are available to the customer for learning the RingCentral MVP product
- ii. Standard RingCentral product training includes:
  - a. Get Started videos and quick guides, available at <https://support.ringcentral.com/get-started.html>.
  - b. Online training for users and administrators, available at RingCentral University – [university.ringcentral.com](http://university.ringcentral.com).
  - c. Free Webinars, live and on-demand, available at [go.ringcentral.com/ringcentral-university-webinars.html](http://go.ringcentral.com/ringcentral-university-webinars.html).
- iii. For a list of paid instructor-led training courses offered, and detailed course descriptions, review the Live Training Catalog at [university.ringcentral.com](http://university.ringcentral.com)



- iv. For information on how to purchase additional training (Remote and On-site Instructor-led Courses), please contact your account representative or your client partner

## **6. Handoff Testing**

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

- i. RingCentral will complete System Integration Testing (SIT) following final configuration of Contact Center 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. 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;
- iv. Additional days of UAT support are available to the Customer via Change Request at an additional charge



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#### 6.4. Project and Phase Acceptance

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

#### 7. 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 (as defined in section 3.1.v);
- 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

#### 8. Hours of Operation - 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

#### 9. Customer’s Telephone Number Porting

- i. The Customer is responsible for authorizing the telephone number porting by RingCentral
  - ii. RingCentral shall provide guidance on porting data collection and shall assist with submission of porting request(s)
  - iii. 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
  - iv. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each site or migration / go live event:
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- a. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmissions per location or ninety (90) days from submission, whichever occurs first;
  - Any additional port rejections will be the responsibility of the Customer;
  - Customer shall provide RingCentral all appropriate Letters of Authorization ("LOA"s), billing information, and authorized signer for each location;
  - Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers;
- b. The RingCentral Project Manager shall assist the Customer with all porting requests up to sixty (60) days following the final migration / go live event, unless otherwise mutually agreed between the parties
  - RingCentral will provide the Customer with an overview of the RingCentral portal for porting tasks
  - Following sixty (60) day term, Customer is responsible for all porting tasks within the RingCentral portal
  - Customer may elect to extend Professional Services support for future porting activities beyond the sixty (60) day term via executed change order at an additional charge

## 10. Delays and Changes

- i. Changes to this 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 mutual agreement of both parties
- ii. 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
- iii. 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

- i. The Professional Services may be delivered in one or more phases as set forth in this SOW
- ii. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase ("Project Phases")
- iii. 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
- iv. 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

## 12. Fees under SOW

- Payment for all amounts due under this SOW up to \$7,800.00 shall be made by Mitel on behalf of Customer. Upon Customer's Acceptance of the Services in Project Phase 1, RingCentral shall



invoice Mitel Networks, Inc. for up to \$7,800.00 in fees and expenses as set forth in this SOW. Mitel shall make payment in full, without deduction or set-off, within thirty (30) days of receipt of an invoice from RingCentral. All rates, fees, and charges are exclusive of applicable taxes, for which Mitel is solely responsible. Taxes may vary based on jurisdiction and the Services provided.

In Process



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

**Customer**

**City of Republic**

By: \_\_\_\_\_  
Name: Michael Sallee  
Title: Systems Administrator  
Date: \_\_\_\_\_

**RingCentral**

**RingCentral, Inc.**

DocuSigned by:  
*Denny Merrow*  
By: \_\_\_\_\_  
Name: Denny Merrow  
Title: AVP, SMB  
Date: 6/28/2022

In Process

**Mitel**

**Mitel Networks, Inc.**

DocuSigned by:  
*Jonathan Carroll*  
By: \_\_\_\_\_  
Name: Jonathan Carroll  
Title: Deal Manager  
Date: 6/28/2022



**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>
<b>Remote</b>	<b>130</b>

**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>
1	540 W Civic Blvd Republic MO 65738	33	Remote	N/A	N/A	N/A
2	213 N Main Ave Republic MO 65738	21	Remote	N/A	N/A	N/A
3	711 E Miller Rd Republic MO 65738	21	Remote	N/A	N/A	N/A
4	204 N Main Ave Republic MO 65738	16	Remote	N/A	N/A	N/A
5	213 N Main St Republic MO 65738	13	Remote	N/A	N/A	N/A
6	221 N Main Ave Republic MO 65738	12	Remote	N/A	N/A	N/A
7	3425 E Sawyer Rd Republic, MO 65738	8	Remote	N/A	N/A	N/A
8	911 N West Ave Republic MO 65738	4	Remote	N/A	N/A	N/A





<b>9</b>	<b>732 W State Highway 174 Republic MO 65738</b>	<b>2</b>	<b>Remote</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
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In Process

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**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:**

**Change 1**

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

**Impact on Project Timeline and Scheduled Delivery Date:**

**Impact on SOW Pricing:**

**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**”).

**Customer**

**RingCentral**

By: \_\_\_\_\_  
Signed: \_\_SAMPLE ONLY\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signed: \_\_SAMPLE ONLY\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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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.
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## MITEL TO RINGCENTRAL MIGRATION INCENTIVES<sup>1</sup>

June 20, 2022

Michael Sallee  
City of Republic  
204 N. Main Ave  
Republic, MO 65738

Dear Mr. Sallee,

Mitel has entered into a strategic partnership with RingCentral in which RingCentral is now Mitel's exclusive UCaaS provider. Mitel is pleased to offer you the following incentive(s) ("Migration Incentives") in order to facilitate your move to RingCentral MVP service and the termination of your Service Order with Mitel:

- Waiver of any applicable Early Termination Fees<sup>2</sup> that would otherwise be payable by Customer to Mitel pursuant to your Service Order.
- Transfer title to Customer of Mitel IP Phones and any other devices and/or accessories (where applicable), currently rented by Customer under its Service Order with Mitel (any of which by itself or altogether to be referred to as "Hardware"). The parties agree that:

i. The Hardware to be transferred is comprised of the following:

Hardware	Details	
Mitel IP Phones <i>(certified by RingCentral and available for assisted provisioning with RingCentral's MVP service)</i>	96	6930
Other devices and/or accessories <i>(if any)</i>	96 - AC Adapter L6 48V NA 5 - Integrated DECT Headset	

- ii. Customer is in possession of all Hardware listed above; and
  - iii. Section 11.1 of the GTOS shall be considered null and void and Customer shall take title of the Hardware subject to 11.2 of the GTOS.
- Payment to RingCentral on your behalf in an amount up to \$ 7,800.00 USD for the Professional Services outlined in the RingCentral Professional Services Statement of Work ("SOW") under which Mitel is a signatory. Mitel shall make payment in full in accordance with the SOW. Mitel shall also be responsible for all applicable taxes related to same.

The above Migration Incentives are subject to the following conditions:

- (a) you sign a RingCentral MSA and order form for RingCentral MVP services on RingCentral terms ("RingCentral Agreement") for an equivalent number<sup>3</sup> of profiles as you contracted with Mitel;
- (b) you remain a customer in good standing under the RingCentral Agreement for at least six (6) months following the effective date of such RingCentral Agreement, and upon request from Mitel, provide satisfactory evidence of such;
- (c) you execute and return to Mitel a termination and release in the form provided by Mitel at the time of providing your disconnection notice ("Release"), a current sample of which is attached as Schedule A for reference; and
- (d) you pay to Mitel those applicable Service Fees for the Cloud Services as calculated by Mitel based on the effective date of disconnection of the MiCloud Services under your Service Order.

For your clarification, the Release that we provide for your execution shall stipulate that failure by you to meet any the conditions outlined in (a) - (d) above will result in the dollar value of any Migration Incentive(s) becoming due and payable to Mitel.

<sup>1</sup> Any reference to GTOS in this letter is a reference to Mitel's Global Terms of Service located at <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>

<sup>2</sup> Excludes Early Termination Fees that may be applicable to third party services (e.g., circuits). Only applicable where Customer is receiving an ETF waiver.

<sup>3</sup> Or the number of profiles as otherwise agreed to by Mitel in writing.



Should you have any questions, please do not hesitate to reach out to your Mitel or Mitel authorized partner sales representative.

Sincerely,

David Petts  
SVP, C2C Business Group

**ACCEPTED AND AGREED**

**CUSTOMER**

In Process

\_\_\_\_\_  
*Signature\** Michael Sallee  
Print Name: \_\_\_\_\_  
Title: Systems Administrator  
Date: \_\_\_\_\_

\*I am authorized to sign on behalf of Customer.

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<sup>1</sup> Any reference to GTOS in this letter is a reference to Mitel's Global Terms of Service located at <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>

<sup>2</sup> Excludes Early Termination Fees that may be applicable to third party services (e.g., circuits). Only applicable where Customer is receiving an ETF waiver.

<sup>3</sup> Or the number of profiles as otherwise agreed to by Mitel in writing.



Schedule A

TERMINATION AND MUTUAL RELEASE (the "Release")

<p><b>Mitel Cloud Services Inc.</b>                  (where Customer's Primary Jurisdiction is Canada or the USA)                  1146 North Alma School Rd,                  Mesa, AZ 85201</p> <p><u>OR</u></p> <p><b>Mitel Networks Limited</b>                  (where Customer's Primary Jurisdiction is the United Kingdom or Australia)                  2 London Wall Place, 4<sup>th</sup> Floor                  London, England EC2Y 5AU</p> <p style="text-align: right;">("Mitel")</p>	<p>XXXXXXXXXXXXXXXXXXXX</p> <p>Principal Place of Business (Address):                  XXXXXXXXXXXXXXXXXXXX</p> <p style="text-align: right;">("Customer")</p>
<p>Signature:</p> <div style="border: 1px solid black; padding: 5px; transform: rotate(-10deg); display: inline-block; color: red; font-weight: bold;">SAMPLE ONLY</div>	<p>Signature:</p> <div style="border: 1px solid black; padding: 5px; transform: rotate(-10deg); display: inline-block; color: red; font-weight: bold;">SAMPLE ONLY</div>
<p>Name:</p>	<p>Name:</p>
<p>Title:</p>	<p>Title:</p>
<p>Date:</p>	<p>Date:</p>

WHEREAS:

- A) Customer and Mitel (collectively "**Parties**", and each a "**Party**") are Parties to a service order(s) under which Mitel provides Cloud Services to Customer (the "**Service Order**");
- B) Mitel entered into a strategic partnership with RingCentral, Inc. ("**RingCentral**") under which RingCentral is now Mitel's exclusive UCaaS provider;
- C) Customer has agreed to migrate its Cloud Services to RingCentral's MVP service and to sign a RingCentral MSA and order form for RingCentral MVP services on RingCentral terms ("**RingCentral Agreement**") in exchange for the consideration outlined herein; and
- D) The Parties wish to terminate the Service Order subject to the terms and conditions set forth in this Release.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Release have the respective meanings assigned to them in the Service Order.
2. Consideration. In exchange for Customer migrating Customer's Cloud Services to RingCentral's MVP service and subject to the conditions outlined in Section 3 below, Mitel agrees to (a) waive any applicable Early Termination Fees that would otherwise be payable by Customer to Mitel for any months remaining in the Service Term at the time of Customer's migration to RingCentral; and/or (b) provide Customer with such further and other consideration as may be agreed to between the Parties. For clarity, the waiver will not apply to any Early Termination Fees charged by third party service providers.
3. Termination of the Service Order. Subject to Customer:
  - (a) Agreeing to the terms and conditions of this Release;
  - (b) Signing the RingCentral Agreement for an equivalent (or agreed upon) number of profiles as Customer contracted with Mitel;
  - (c) Remaining a customer in good standing under the RingCentral Agreement for at least six (6) months following the effective date of such RingCentral Agreement and, upon request from Mitel, providing satisfactory evidence of such; and
  - (d) Paying Mitel those applicable Service Fees for the Cloud Services as calculated by Mitel based on the effective date of disconnection of the MiCloud Services under Customer's Service Order, the Service Order is hereby terminated six (6) months following the effective date of the RingCentral Agreement ("**Termination Date**"). Subject to sections 7.8 (Effect of Termination) & 15.14 (Surviving Provisions) of the Global Terms of Service ("GTOS") referenced in Customer's Service Order, as of the Termination Date, the Service Order will be of no further force or effect, and the rights and obligations of each of the Parties thereunder shall terminate, except as set out herein.



4. Failure to Proceed with RingCentral. Should Customer fail to meet the conditions outlined in Section 3 as of the Termination Date, the dollar value of any consideration provided to Customer in exchange for migrating the Cloud Services to RingCentral's MVP service in Section 2 shall immediately become due and payable to Mitel.
5. Mutual Release. As of the Termination Date and in consideration of the covenants, agreements and undertakings of the Parties under this Release, each Party, on behalf of itself and its respective present and former parents, subsidiaries, affiliates, officers, directors, shareholders, successors and assigns (collectively, "**Releasors**") hereby releases, waives and forever discharges the other Party and its respective present and former, direct and indirect, parents, subsidiaries, affiliates, related corporations or entities, employees, officers, directors, shareholders, permitted successors and permitted assigns (collectively, "**Releasees**") of and from any and all actions, manner of actions, causes of action, proceedings, suits, losses, liabilities, rights, debts, dues, duties, sums of money, accounts, obligations, costs, expenses, liens, bonds, bills, covenants, contracts, controversies, complaints, indemnities, entitlements, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands, of every kind and nature whatsoever or howsoever arising, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law or in equity, in contract or in tort (collectively, "**Claims**"), which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter or cause whatsoever from the beginning of time through the Termination Date arising out of or relating to the Service Order, except for any Claims relating to rights and obligations preserved by, created by or otherwise arising out of this Release.

And for the said consideration, each of the Releasors further covenants, warrants and agrees to save harmless and indemnify the Releasees and each of them, from any and all proceedings which may occur in the future arising out of the payment of any consideration referred to herein, including without limitation, indemnifying the Releasees for all costs and expenses incurred by the Releasees or any of them, including without limitation legal costs on a full indemnity scale, incurred in any such proceeding.

This Release shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasors with respect to the matters covered by this Release. This Release may be pleaded in the event any such claim, action, complaint, or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasors in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.

6. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:
- it has the full right, corporate power, and authority to enter into this Release and to perform its obligations hereunder; and
  - it (i) knows of no Claims against the other Party relating to or arising out of the Service Order that are not covered by the mutual release contained herein, and (ii) has neither assigned nor transferred any of the Claims released herein to any person or entity and no person or entity has subrogated to or has any interest or rights in any Claims.
7. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS RELEASE, (A) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION, WARRANTY, OR CONDITION WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY HERETO ACKNOWLEDGES THAT, IN ENTERING INTO THIS RELEASE, IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS RELEASE.
8. Confidentiality. Each Party acknowledges the confidential nature of the terms and conditions of this Release (including the fact that Consideration was provided to Customer and the amount of the Consideration) (collectively, the "**Confidential Information**") and agrees that it shall not (a) disclose any of such Confidential Information to any person, except to such Party's affiliates, employees, advisors and other representatives who need to know the Confidential Information to assist such Party, or act on its behalf, to exercise its rights or perform its obligations under this Release, or (b) use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Release. Each Party shall be responsible for any breach of this Section caused by any of its affiliates, employees, advisors, or other representatives.
9. Consent. CUSTOMER CONSENTS TO MITEL USING CUSTOMER DATA (EXCLUDING USER CONTENT), USE RECORDS, AND CONFIDENTIAL INFORMATION (EACH OF WHICH MAY ALSO BE CONSIDERED CUSTOMER PROPRIETARY NETWORK INFORMATION) FOR THE EXCLUSIVE PURPOSE OF IMPLEMENTING, ADMINISTERING, FACILITATING AND MANAGING CUSTOMER'S MIGRATION FROM THE CLOUD SERVICES TO RINGCENTRAL'S MVP SERVICE (THE "**PURPOSE**") AND DISCLOSING SAME TO RINGCENTRAL AND/OR TO THIRD-PARTY SERVICE PROVIDERS TO USE FOR THE PURPOSE.
10. Miscellaneous. Counsel - The Parties represent that they have had an opportunity to consult with their own legal counsel regarding this Release. Amendment - This Release and each of the terms and provisions hereof, may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party. Generally - The Parties agree that this Release shall be subject to Sections 15.5, 15.8, 15.9, 15.10 and 15.11 of the GTOS referenced in the Service Order.