

RINGCENTRAL CHANNEL PARTNER TERMS

Last Updated: 3/7/2023

These RingCentral Channel Partner Terms (these “**Terms**”) are a binding agreement between the RingCentral entity that is a party to the Partner Agreement (defined below) (“**RingCentral**”) and Participant (defined below) governing Participant’s participation in RingCentral’s Channel Partner Program (the “**Program**”). Each of RingCentral and Participant is a “**Party**” and together, the “**Parties**.”

BY ACCEPTING THESE TERMS, EITHER BY CLICKING A BOX OR BUTTON INDICATING YOUR ACCEPTANCE, ACCEPTING OR USING ANY BENEFITS, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THESE TERMS, WHICHEVER IS EARLIEST, YOU: (A) AGREE TO THESE TERMS ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT (“**PARTICIPANT**”); AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND PARTICIPANT TO THESE TERMS.

1. Participation in the Program and Program Account

1.1 Participation in the Program. Participant must agree to these Terms, be accepted by RingCentral into the Program, and complete RingCentral’s onboarding process before Participant may participate in the Program. These Terms do not authorize Participant to resell, sublicense, market, or promote RingCentral services. Such activities are governed by a separate partner agreement between RingCentral and Participant (or Participant’s master agent, master broker, or distributor (collectively, “**Master Broker**”)) (such agreement, the “**Partner Agreement**”). Participant agrees to (a) conduct all activities undertaken in connection with the Program in a professional manner that reflects favorably on the products, technology, good name, and reputation of RingCentral, (b) refrain from engaging in deceptive, misleading, fraudulent, or unethical practices or practices that might be detrimental to the public or otherwise harmful, and (c) comply with all applicable laws, rules, regulations, and orders of governmental authorities.

1.2 Program Account. Following acceptance into the Program, Participant may create an account to manage certain aspects of Participant’s participation in the Program (the “**Program Account**”) after providing to RingCentral certain required information, which may include usernames, names of natural persons, telephone numbers, email addresses, and bank account details (the “**Account Details**”). RingCentral may use the Account Details to communicate to Participant information that RingCentral believes may be relevant to Participant, including information concerning RingCentral, RingCentral’s business, and the Program itself. RingCentral handles Account Details that constitute personal information, together with any other personal information RingCentral receives or collects from Participant’s use of the RingCentral Partner Portal or participation in the Program, in accordance with the RingCentral privacy notice located at <https://www.ringcentral.com/legal/privacy-notice.html> (and any successor or related locations designated by RingCentral), as may be updated by RingCentral from time to time (the “**RingCentral Privacy Notice**”). Participant is solely responsible for all activities that occur under the Program Account except in cases where RingCentral has breached these Terms.

2. Benefits

2.1 Generally. RingCentral may from time to time invite Participant to participate in select opportunities, or make available to Participant consideration and other benefits, including incentives or commissions, that relate to Participant’s promotion or support of RingCentral’s products and services (such opportunities, consideration, and other benefits, collectively “**Benefits**”), including in

connection with specific projects and initiatives designated by RingCentral ("**Projects**"). Participant's participation in any Projects, and receipt of any Benefits that Participant is eligible to receive, is subject to these Terms together with any additional terms, conditions, or policies that are made available to Participant in connection therewith (including third-party terms) (collectively, "**Additional Terms**"). Participant hereby agrees to comply with all Additional Terms, and any breach by Participant of the Additional Terms will be deemed a breach by Participant of these Terms. If there is a conflict between the Additional Terms and these Terms, the Additional Terms will control (except that these Terms will control with respect to any Additional Terms of a third party).

2.2 Eligibility. Participant is not eligible to receive Benefits in connection with a Project unless (a) Participant receives written confirmation of eligibility from RingCentral prior to the start of such Project, (b) properly completes performance of all applicable obligations with respect to the Project, and (c) remains in full compliance with these Terms and the terms of all other agreements between Participant and RingCentral. If RingCentral determines that Participant has received Benefits that Participant was ineligible to receive, then, at RingCentral's option, (i) Participant will immediately forfeit or return such Benefits to RingCentral upon request, or (ii) RingCentral may offset the value of such Benefits against Benefits that Participant is eligible to receive in the future.

2.3 Use of Benefits. Participant shall use Benefits solely for the purposes authorized in writing by RingCentral. Unless otherwise specified in writing by RingCentral, Participant shall ensure that its employees do not use Benefits for their personal benefit. Benefits are given to Participant (or the Master Broker) and not to any individual(s). Any further distribution of Benefits is Participant's (or the Master Broker's) responsibility, provided that Participant (or the Master Broker) shall not distribute a Benefit awarded under these Terms to any person outside of Participant's (or Master Broker's) organization. Notwithstanding the foregoing, a Master Broker may distribute a Benefit awarded under these Terms to its applicable sub-Partner.

2.4 Limitations. Participant will not accept any Benefits for any sales opportunity where Participant or the Master Broker has been retained to provide consulting, systems integration, or neutral/objective advice to a governmental entity or a prime contractor or subcontractor under a governmental contract. Participant or the Master Broker shall make all required disclosures to any actual or potential customers or consumers, including government (including federal, provincial, state or local government) customers, education end users, customers purchasing products or services that will be reimbursed under a federal or state program or grant, in each case describing all Benefits for each transaction for which Participant or the Master Broker are claiming or will claim a Benefit. Such disclosures must be made in writing prior to provision of any advice or goods or services. Participant and the Master Broker each certify that (a) it is not a government entity, (b) it has not accepted any Benefits under these Terms or the Partner Agreement to the extent that they relate to Participant's (or the Master Broker's) performance under a government prime contract requiring Participant (or the Master Broker) to provide neutral or unbiased advice to the government with respect to the types of technology products and solutions provided by RingCentral, and (c) that its acceptance of Benefits under these Terms or the Partner Agreement shall not violate any applicable laws or government rules or regulations, including those relating to conflicts of interest or bribes (including kickbacks). Participant and the Master Broker each agree to indemnify and hold harmless RingCentral for any loss, cost, fine, or other damages resulting from its failure to observe this certification. RingCentral requires each of its Program partners ("**Partners**") and Master Brokers at all times to comply with applicable anti-bribery legislation, and at no time is any Partner or Master Broker permitted to make or offer any improper incentive to any third party (whether commercial or governmental). Participant and the Master Broker further acknowledge and agree that RingCentral may terminate this Program (in whole or in part) or Participant's (or the Master Broker's) participation in it at any time in RingCentral's sole discretion and that RingCentral may elect to withhold or delay any Benefit to which Participant or the Master Broker may be otherwise entitled hereunder (i) if RingCentral develops a reasonable suspicion that any part of this certification was or has become

inaccurate, (ii) if RingCentral, Participant, or the Master Broker becomes the target of any government action or investigation in any way relating to such Benefit, these Terms, or the Partner Agreement, or (iii) if RingCentral decides in its sole discretion to discontinue such Benefit due to a change in the regulatory environment. Participant is solely responsible for ensuring it is eligible to receive, and for using, Benefits in accordance with all applicable laws. Participant and the Master Broker each agree to indemnify and hold harmless RingCentral for any loss, cost, fine, or other damages relating to any Project.

3. Participant Materials and Data

3.1 Participant-Provided Materials. Participant retains ownership of all trademarks, service marks, trade names, logos, or other proprietary materials or content that it elects to make available to RingCentral or its affiliates in connection with these Terms (“**Participant-Provided Materials**”). Participant hereby grants to RingCentral and its affiliates a non-exclusive, worldwide, royalty-free, fully paid-up, non-transferrable, sublicensable license to reproduce, display, distribute, reasonably modify (e.g., translate, resize, or reformat), and otherwise use Participant-Provided Materials in connection with the Program and Participant’s participation therein. Participant represents and warrants that it possesses all rights necessary to grant the foregoing license.

3.2 Third-Party Data Provided by Participant. If Participant provides any information belonging to or concerning a third party (“**Third-Party Data**”) to RingCentral, then Participant represents and warrants that: (a) it has collected the information in accordance with applicable data protection laws including providing notice and receiving all necessary consents and otherwise may share such Third-Party Data with RingCentral and its affiliates without violation of any law or regulation; and (b) RingCentral’s and its affiliates’ processing and use of such Third-Party Data for the purposes described in the Program and in accordance with the RingCentral Privacy Notice will not result in any violation of applicable law or third-party rights. Upon request, Participant will promptly provide evidence of any of the consents described in the immediately foregoing sentence and will provide all reasonable assistance necessary to enable RingCentral to promptly respond to any third-party inquiry regarding the Third-Party Data.

4. RingCentral Materials and Data

4.1 Program-Related Materials. RingCentral may provide or otherwise make available certain non-software content, including text, images, or audiovisual materials, in each case that relate to the Program (collectively “**Program-Related Materials**”). Program-Related Materials may include, without limitation, RingCentral Marks or an image or badge identifying Participant as a participant in the Program. The Branding Guidelines govern all uses of the Program-Related Materials, and Participant agrees that it will use and display the Program-Related Materials solely in accordance with the Branding Guidelines. “**Branding Guidelines**” means RingCentral’s then-current guidelines regarding use of RingCentral Marks and/or other intellectual property of RingCentral, which can be found at https://partners.ringcentral.com/content/PublicFile/RingCentral_Co-Branding_Guidelines.pdf and <https://www.ringcentral.com/company/brandlibrary.html> (or any other successor locations specified by RingCentral). “**RingCentral Marks**” means trademarks, trade dress, service marks, corporate names, word marks, trade names, identification marks, names, logos, uniform designs, images, colors, color combinations, characters, symbols, designs, spec sheets, collateral, likenesses, or visual representations in each case relating to RingCentral or its products or services.

4.2 Third-Party Data Provided by RingCentral. If RingCentral or any of its affiliates provides Third-Party Data to Participant, Participant agrees to handle, use, and process such Third-Party Data (a) in strict accordance with all data protection laws applicable to such handling, use, and processing and (b) solely for the purpose(s) for which such Third-Party Data is provided, and for no other purpose. Without limiting the foregoing, Participant will comply with all requirements, including all

legal and regulatory requirements, applicable to any communications sent by Participant using Third-Party Data. Participant will immediately delete any Third-Party Data in its possession (i) when required to do so by applicable law or (ii) earlier upon request by RingCentral, its affiliates, or the third party to which such Third-Party Data pertains. As applicable, Participant shall process the personal information included in the Third-Party Data provided to you for the purposes of the performance of the Program pursuant to the RingCentral Channel Partner Program United States Privacy Agreement here: https://go.ringcentral.com/rs/075-DTB-715/images/Partner%20Program_US%20State%20Law%20Agreement.pdf.

5. Term and Termination

5.1 Term. These Terms are effective as of the date of acceptance and remain in effect until terminated in accordance with this Section 5 (the “Term”).

5.2 Termination. Either Party may, by giving at least 30 days’ notice, terminate these Terms for any or no reason. RingCentral may terminate these Terms or may require Participant to cease participating in the Program immediately upon notice to Participant: (a) if Participant materially breaches these Terms and fails to cure such breach within a reasonable period of time determined by RingCentral; (b) if RingCentral determines, in its sole discretion, that Participant’s participation in the Program may harm RingCentral or its affiliates; or (c) as necessary to comply with applicable law, regulation, or request of a governmental entity. These Terms will also terminate if Participant ceases to be a Partner and no longer has any Partner Agreement in effect.

5.3 Effect of Termination. Upon termination of these Terms: (a) Participant will immediately return or destroy, at RingCentral’s election, all Materials (defined in Section 6 below) in Participant’s possession or control; (b) Participant will immediately cease identifying itself as a Program participant or Partner; and (c) Sections 2.4, 3, 4, 5.3, 6, 7, and 8 will survive such termination.

6. Disclaimers

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE PROGRAM, PROGRAM-RELATED MATERIALS, THIRD-PARTY DATA, BENEFITS AND OTHER MATERIALS THAT RINGCENTRAL MAY MAKE AVAILABLE TO PARTICIPANT IN CONNECTION WITH THE PROGRAM FROM TIME TO TIME (COLLECTIVELY, “**MATERIALS**”) ARE PROVIDED “AS-IS.” RINGCENTRAL MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. RINGCENTRAL EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. RINGCENTRAL DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PROGRAM OR BENEFITS.

7. Limitations of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, RINGCENTRAL AND ITS AFFILIATES WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO PARTICIPANT FOR (A) CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THESE TERMS; (B) ANY LOSS OF REVENUE, PROFITS, BUSINESS OPPORTUNITIES, OR SAVINGS; (C) REPUTATIONAL HARM OR LOSS OR DAMAGE TO GOODWILL; OR (D) LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA, OR INFORMATION, IN ALL CASES, WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF RINGCENTRAL IS APPRISED OF THE LIKELIHOOD

OF SUCH DAMAGES OCCURRING. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL RINGCENTRAL'S AND ITS AFFILIATES' TOTAL LIABILITY OF ALL KINDS, IN AGGREGATE, ARISING OUT OF OR RELATED TO THESE TERMS (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF ANY PAYMENTS MADE TO PARTICIPANT UNDER THESE TERMS (AND NOT UNDER ANY PARTNER AGREEMENT) DURING THE SIX MONTHS IMMEDIATELY PRIOR TO THE MONTH DURING WHICH THE EVENT FIRST GIVING RISE TO LIABILITY OCCURRED.

8. Miscellaneous

8.1 Assignment and Novation. Neither Party may assign these Terms or any portion hereof to a third party without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, to the extent permitted by applicable law, RingCentral may assign these Terms and all of its rights and obligations hereunder, without consent (a) to an affiliate; (b) to RingCentral's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with its performance under these Terms; or (c) as part of the transfer or disposition of more than 50% of RingCentral's voting control or assets. These Terms will bind and inure to the benefit of the Parties and their permitted successors and assigns.

8.2 Feedback. If Participant elects to provide feedback or suggestions related to any Program-Related Materials or the functionality of RingCentral's products, services, or technology or any written or recorded testimonials or case studies (collectively, "**Feedback**"), then Participant hereby grants to RingCentral a worldwide, irrevocable, perpetual, transferable, sublicensable, royalty-free license to use and otherwise exploit such Feedback without restriction (including by modifying RingCentral products or featuring testimonials on social media websites or other Internet properties or in presentations or marketing materials prepared by RingCentral).

8.3 Notice. Except where otherwise expressly stated in these Terms, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with a reputable overnight courier service, and addressed to the applicable address set forth in the table below, or to the address or email address RingCentral has on file for Participant. Notice may also be given by RingCentral to Participant by RingCentral's posting such notice on the RingCentral Partner Portal, which notice shall be deemed effective within 2 days of such posting. Participant acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed by giving written notice of such changes to the other Party in accordance with these Terms. In addition to and without limiting or qualifying the foregoing, all notices to RingCentral must also be emailed to legal@ringcentral.com. Email notification pursuant to the immediately preceding sentence shall not be deemed to satisfy the other provisions of this Section 8.3.

RingCentral Contracting Party	Address
RingCentral, Inc.	20 Davis Drive, Belmont, CA 94002
RingCentral UK Ltd	Ealing Cross, 85 Uxbridge Road, 4 th floor, London, England W5 5 TH , United Kingdom

RingCentral France SAS	3-5 rue Saint-Georges 75009 Paris
RingCentral Australia Pty Ltd	680 George Street Level 12, Sydney NSW 2000
RingCentral Singapore Pte. Ltd.	230 Victoria Street, #11-03/04, Bugis Junction, Singapore 188024
RingCentral Germany GmbH	Hamburg Business Center, Poststraße 33, Hamburg, Germany, 20354

8.4 Force Majeure. Neither Party shall be liable for failure to perform or delay in performing all or any part of its obligations under these Terms to the extent resulting from any event or circumstance beyond that Party's reasonable control, including any act of God; national emergency; riot; war; terrorism; governmental act or direction; change in laws; rebellion; revolution; insurrection; fire, flood, storm, earthquake, or other natural disaster; epidemic; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party (each, a "**Force Majeure Event**"), provided that the Party affected by the Force Majeure Event must promptly notify the other Party in writing of the Force Majeure Event, and the Party's resulting inability to perform, and must take reasonable steps to resume performance with the least possible delay.

8.5 Third-Party Beneficiaries. The Parties agree that there will be no third-party beneficiaries to these Terms.

8.6 Headings; Interpretation. The headings, section titles, and captions used in these Terms are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. English is the official language of these Terms. These Terms may be translated or executed in languages other than English, but the Parties agree that the English version will control. Each Party waives any rights it may have under the laws of any country or jurisdiction to have these Terms written in any local language or interpreted or superseded by local law in those countries.

8.7 Entire Agreement. These Terms, the Additional Terms, any other agreements or documents incorporated by reference herein, and the Partner Agreement are the entire agreement between the Parties regarding the subject matter of these Terms. These Terms supersede and replace any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding the subject matter hereof. The Parties acknowledge that these Terms have not been entered into wholly or partly in reliance on, nor has either Party been given, any warranty, statement, promise, representation, or undertakings of any kind by the other or on its behalf other than as expressly set forth in these Terms.

8.8 Severability and Waiver. In the event any provision of these Terms is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision will be stricken, and the remainder of these Terms will remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by these Terms will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of such right or any other right on any later

occasion. Except as otherwise expressly stated in these Terms, all rights and remedies stated in these Terms are cumulative and in addition to any other rights and remedies available under these Terms, at law, or in equity.

8.9 Governing Law and Venue. Any dispute or claim arising out of or relating to these Terms shall be governed and construed in accordance with the applicable governing law set forth in the table below, without regard to its choice of law rules. The United Nations Convention on Contracts for the International Sales of Goods does not apply to these Terms. The Parties agree to submit to the exclusive jurisdiction of, and venue in, the applicable courts set forth in the table below. In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales. The Parties agree that any breach or threatened breach of either Party's intellectual property rights or confidentiality may cause that Party irreparable harm for which monetary damages will be inadequate, and such Party may, in addition to other remedies available at law or in equity, obtain injunctive relief without, where permitted by applicable law, the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable law.

RingCentral Contracting Party	Governing Law	Venue
RingCentral, Inc.	Laws of the state of New York	City and county of New York, New York, United States of America
RingCentral UK Ltd	Laws of England and Wales	London, England
RingCentral France SAS	Laws of England and Wales	London, England
RingCentral Australia Pty Ltd	Laws of New South Wales	New South Wales, Australia
RingCentral Singapore Pte. Ltd.	Laws of Singapore	Singapore
RingCentral Germany GmbH	Laws of Germany, as applicable between German residents	Munich, Germany

8.10 Export Control. Participant shall perform its obligations under these Terms at all times in accordance with the U.S. economic sanctions and export control laws and regulations, including the U.S. Department of Treasury's Office of Foreign Assets Control trade and economic sanctions regulations and the U.S. Department of Commerce Bureau of Industry and Security's Export Administration Regulations, and the export control and economic sanctions laws and regulations of any other applicable jurisdiction (collectively "Sanctions and Export Laws"). Without limiting the generality of the immediately foregoing sentence, Participant confirms that it is not a Restricted Person (as defined below). If Participant has any reason to believe that it may have taken action that

would be in violation of any of the Sanctions and Export Laws in connection with or relating to these Terms, then Participant shall inform RingCentral of the potential violation promptly, and in any event not later than 2 business days after Participant first has knowledge of the potential violation.

“Restricted Person” means any person listed on or covered (including being 50% or more owned by a listed person) by any U.S. or applicable list of sanctioned or restricted persons for export, import, or financial transactions, administered by the United States, the United Nations, United Kingdom, or applicable foreign country. The lists include the List of Denied Persons and Entity List administered by the U.S. Department of Commerce, the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Department of Treasury, and the United Nations Security Council Consolidated Sanctions List.

8.11 Relationship Between the Parties. RingCentral and Participant are independent contractors, and these Terms do not (a) establish any relationship of partnership, joint venture, employment, agency, commercial agency, or franchise between RingCentral and Participant or (b) authorize one Party to make or enter any commitments or representations, give any warranty, or incur any liability for or on behalf of the other Party. Participant shall in no way have the authority to bind or obligate RingCentral in any respect. Nothing in these Terms shall, or shall be deemed to, sell, transfer, license, or assign any right, title, or interest of any kind in or to RingCentral’s services from RingCentral to Participant, which right, title, and interest shall at all times be and remain owned solely by RingCentral. These Terms are non-exclusive and do not preclude RingCentral or Participant from entering into similar agreements with third parties. RingCentral may identify Participant as a Partner (including through use of Participant’s logo or trademark) and may refer to these Terms during its earnings calls and in connection with its regulatory filings, business deals, press releases, and marketing and/or promotional materials.

8.12 Confidentiality. During the Term and for a period of five years thereafter, neither Party (**“Recipient”**) shall in any way, directly or indirectly, disclose to any third party, use, or permit access to any Confidential Information (as hereafter defined) of the other Party (**“Discloser”**), save as specifically permitted hereunder. Confidential Information is the exclusive property of Discloser, and Confidential Information of Discloser may be used and accessed by Recipient solely in the performance of its obligations under these Terms, and only to the extent necessary for such performance. Recipient shall not disclose or permit access to Confidential Information of Discloser without prior written approval of Discloser, except to those of Recipient’s employees or representatives to whom such disclosure or permission of access is required in order for Recipient to perform its obligations under these Terms, provided such employees and representatives are obligated by agreement, instruction, or otherwise to comply with the provisions of this Section 8.12. Recipient shall protect and safeguard Confidential Information of Discloser with at least the same degree of care with which Recipient protects its own confidential and sensitive information, but in no event with less than a reasonable degree of care. As used herein, the term **“Confidential Information”** refers to non-public information relating to Discloser’s business, products, and services, including the nature and type of services sold and rendered by Discloser, the terms and conditions of these Terms, technical information, customer data (including customer usage), price lists, commission structure/tiers and schedules, discount rates, non-public marketing materials, business plans, or any other information provided by Discloser. Notwithstanding anything to the contrary above, Confidential Information does not include information that: (a) is now, or hereafter becomes, publicly known or available through lawful means; (b) was rightfully in Recipient’s possession without any obligation of confidentiality to or for the benefit of Discloser prior to disclosure under these Terms, as evidenced by Recipient’s records; (c) is disclosed to Recipient without confidential or proprietary restriction by a third party who rightfully possesses and rightfully discloses the information without any obligation of confidentiality to or for the benefit of the Discloser; or (d) is independently developed by Recipient without the use of Confidential Information or breach of these Terms. Upon termination of these Terms (except to the extent retention of any particular Confidential Information is necessary for any obligation that extends beyond such non-renewal or

termination) or upon Discloser's request, Recipient shall promptly return to Discloser, or if elected by Discloser destroy, using industry standard data destruction methods, all Confidential Information (including all copies thereof in any medium) in Recipient's possession or control and shall promptly certify in writing to Discloser that it has done so. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of the Recipient's information systems policies, provided that the Recipient shall make no further use of, or otherwise share, such copies. Disclosure of Confidential Information shall not be precluded if such disclosure is in response to a subpoena, a valid order of a court or other governmental body of the United States, any applicable foreign government, or any political subdivision thereof or is otherwise required to be disclosed by law; provided, however, that the Recipient, to the extent permitted by applicable law, shall (i) immediately give the Discloser reasonable prior written notice to allow the Discloser to seek a protective order or other appropriate remedy; (ii) discloses only information required to be disclosed; and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed. All Confidential Information will remain the exclusive property of the Discloser. No license under any trademark, patent, copyright or any other intellectual property right is granted or implied by the conveying of Confidential Information. To the extent permitted by applicable law, the Discloser provides Confidential Information hereunder solely on an "as is" basis and makes no representation, warranty, assurance, guarantee or inducement of any kind with respect to the Confidential Information, including without limitation, any warranty of accuracy or completeness, merchantability or fitness for a particular purpose, or with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights, or other rights of third persons or of either Party.

8.13 Internal Controls. If Participant engages in dealings with government customers or otherwise accepts Benefits in relation to Participant's government business, Participant shall maintain and enforce: (a) a written code of conduct and ethics policy governing interactions with government customers and representatives, which code and policy is adequate to enable Participant to comply with all applicable laws and regulations, (b) an ethics and compliance training program for all employees and other representatives covering such code and policy, and (c) a set of robust internal controls that include points of contact within Participant's organization for compliance, periodic audits to verify ongoing compliance with the foregoing code and policies, and an internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

8.14 Modifications. RingCentral may change these Terms by posting a revised version on the RingCentral Partner Portal or by otherwise notifying Participant in accordance with Section 8.3. The changed Terms will become effective on a forward-going basis when so posted or, if RingCentral notifies Participant in writing (including by email), on the date set forth in such written notice. Participant's continued participation in the Program following any such modifications will be deemed to constitute Participant's agreement to be bound by the modified terms. Any dispute arising under these Terms will be governed by the version of these Terms that was effective at the time the events giving rise to such dispute took place. Without limiting the foregoing, RingCentral may, in its sole discretion, modify or discontinue any part of the Program at any time.