



RingCentral Office[®] and Glip[®] Plan Purchase Agreement

This RingCentral Office and Glip Plan Purchase Agreement (this "**Agreement**") is a binding agreement between RingCentral, Inc., a Delaware corporation ("**RingCentral**"), and the Customer, for the purchase of RingCentral Office Services (the "**Office Plan**"), and Glip Services (the "**Glip Plan**"), together (the "**Plan Services**") during the Initial or then-current Renewal Term, as applicable (defined below). RingCentral and Customer are each herein referred to as a "**Party**" and collectively as the "**Parties**."

Norridge School District 80

("Customer," "You," or "Your")

1. Summary of Service


Start Date: November 22nd, 2018

Initial Term: 36 Months

Renewal Term: 36 Months

Payment Schedule: Annual Payment Period

Table 1: Office Plan and Glip Plan



Product	New Quantity	Unit Price	Total Price
Office Standard 2 - 99 lines	49	\$209.88	\$10,284.12
Cost Recovery Fee (DigitalLine Unlimited)	49	\$48.00	\$2,352.00
E911 Fee (DigitalLine Unlimited)	49	\$11.88	\$582.12
Cisco SPA-122 ATA (One-time purchase only)	1	\$79.00	\$79.00
Cost Recovery Fee (Digital Line Basic)	5	\$48.00	\$240.00



Product	New Quantity	Unit Price	Total Price
E911 Fee (Digital Line Basic)	5	\$11.88	\$59.40
Limited Extension User	5	\$143.88	\$719.40
Polycom VVX 201 IP Phone (One-time purchase only)	45	\$76.00	\$3,420.00
Polycom VVX 201 IP Phone (One-time purchase only)	5	\$76.00	\$380.00
Polycom VVX411 (One-time purchase only)	3	\$150.00	\$450.00
Total Initial Price*			\$18,566.04
Total Annual Price*			\$14,237.04
Total 12 Month Amount*			\$18,566.04
*Excludes Applicable Taxes. If a business entity is tax-exempt, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.			
Use of the Office Services shall be governed by the RingCentral Terms of Service ("TOS"), available at: http://www.ringcentral.com/legal/eulatos.html .			

Credit: Customer will be entitled to receive a one-time credit in the amount of USD 1267.42. This credit will be applied against charges for recurring Services, (and any taxes and fees associated with those Services), included in future invoices issued by RingCentral to Customer 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, 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 the entire amount is void if the Agreement is terminated within the first 30 days; after that, any unused amount will expire immediately upon termination of your Agreement.

2. Service Commitment and Minimum Term Applicable to All Services

Handwritten signature
11/2/18



Your Plan Services require a minimum service commitment period beginning on the Start Date and continuing for the number of months listed as the Initial Term indicated above. You hereby acknowledge and agree that You are purchasing the Plan Services for at least the full Initial Term and any subsequent Renewal Terms, as applicable (collectively, the “Term”)

All billing statements shall be delivered to the email address registered with the Customer’s RingCentral Account, unless Customer provides RingCentral a separate contact and email address for Customer’s Accounts Payable or billing department. Customer shall pay all properly submitted and undisputed invoices within thirty (30) days of the invoice date. Customer must notify RingCentral at invoicebilling@RingCentral.com of disputes arising from invoices in writing within thirty (30) days of the invoice.

3. Automatic Renewal Applicable to All Services

This Agreement shall automatically renew for successive Renewal Terms as indicated above unless either Party delivers written notice of termination of this Agreement to the other Party at least thirty (30) days prior to the applicable termination date (with such termination date being the last day of the Initial or then-current Renewal Term), in which case the Agreement and all underlying Plan Services shall terminate on the last day of such Initial or Renewal Term.

4. Price Revisions and Fee Changes Applicable to All Services

Upon written notice provided to You at least 60 days prior to the end of the Initial or then-current Renewal Term, RingCentral may revise the price for Your Plan Services for the immediately succeeding Renewal Term; *provided, however*, that the revised price shall in no event be greater than the then-current merchandised list price for the applicable Plan Services, in the United States.

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Upon at least 30 days prior written notice provided to You, RingCentral may revise the Cost Recovery Fee or the E911 Fee. Taxes, access fees, universal service or other recovery fees, or similar charges will be adjusted on the date in which those increases become effective as mandated by competent authority.

5. Additional Terms Applicable to All Services

You hereby agree to pay for the Plan Services, and, if applicable, phones and equipment, in advance on the Payment Schedule and at the rates set forth above under "Summary of Service(s)," as may be revised from time to time in accordance with this Agreement.

The prices indicated above do not include taxes, fees or additional services You may select, which include but are not limited to, additional digital lines, additional Glip users, international or toll-free usage, virtual or mobile extensions, additional local numbers, and additional toll-free numbers. Sales tax varies by jurisdiction of purchase and may be calculated based on full retail price or RingCentral cost price, as determined by the tax law in the jurisdiction of purchase.

6. Purchase of Additional Digital Lines for the RingCentral Office Plan or Additional Users for the Glip Plan

This Section 6 applies to both Your Office and Glip Plans, including without limitation any products or services You have purchased under Table 1 above (as may be amended in accordance with this Agreement).

Customer may, at any time, purchase additional digital lines or additional Glip users; however, those additional digital lines and/or additional Glip users may not be removed from Customer's account except upon the conclusion of the Initial Term or then-current Renewal Term.

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7. Termination By Customer

Termination of Your Office Plan may result in termination of all Plan Services; however, Contact Center and Glip may be terminated without effect on Your Office Services.

Termination By You within the First 30-Days.

If You were not a RingCentral customer before execution of this Agreement, You may terminate this Agreement for convenience with written notice to RingCentral at any time within the first thirty (30) days of the Initial Term, in which case You shall not owe any additional fees and shall be entitled to a pro-rata refund of any prepaid and unused fees. You must return any IP Devices (for example, phones, headsets and phone accessories) purchased in accordance with the section entitled "Equipment" of the TOS.

Termination By You after the First 30-days.

Except as set forth in this Agreement, if You terminate this Agreement on or after the thirty-first (31st) day but before expiration of the Initial, or then-current Renewal Term, You will owe RingCentral all outstanding contractual amounts due for the Services being terminated for the remainder of the Initial, or then-current Renewal Term, and hereby agree to pay any such amounts and authorize RingCentral to charge Your credit card or invoice You, as applicable, for all such amounts. The collection of such fees is not a penalty, but rather a charge to compensate RingCentral for Your failure to satisfy the Initial or then-current Renewal Term, on which Your rate plan is based.

8. Cancellation, Termination or Suspension of the Plan Services By RingCentral

This Section 8 applies to both Your Office and Glip Plans including without limitation products or services You have purchased under Table 1 above (as may be amended in accordance with this Agreement).

Suspension and Termination for Material Breach

If RingCentral reasonably suspects misuse of the Plan Services, fraud, potentially illegal or otherwise harmful transmissions, any use of the Plan Services that threaten the RingCentral network or the provision of Plan Services, or that otherwise violates the TOS

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or this Agreement, RingCentral may suspend the affected Plan Services without notice. RingCentral shall provide notice of any such suspension to You as soon as reasonably practicable. Without limiting any termination rights and other remedies that RingCentral may be entitled to, RingCentral will resume the Plan Services as soon as reasonably practicable after RingCentral considers that the breach has been cured or the threat has been mitigated.

Either party may terminate this Agreement with thirty (30) days' advance written notice to the other party in the event of any material breach of this Agreement by that other party, including breach of the RingCentral Terms of Service, and failure to cure such material breach during such thirty (30) day notice period. Termination for Customer's material breach shall not relieve You of Your commitment to pay for the Plan Services for the remainder of the Initial Term or then-current Renewal Term. If You terminate this Agreement for RingCentral's material breach, RingCentral shall provide You with a pro-rata refund of all prepaid and unused fees, and You shall be relieved of any liability for any contractual amounts due for the Initial or then-current Renewal Term subsequent to the effective date of the termination.

Termination Related to Bankruptcy

Either Party may terminate this Agreement with thirty (30) days' advance written notice to the other Party in the event that (i) the other Party files a petition for bankruptcy or if a petition for bankruptcy is filed against such Party and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or (ii) a trustee or receiver is appointed over any of Customer's or RingCentral's relevant property. In the event that RingCentral terminates this Agreement pursuant to and in accordance with the immediately preceding sentence, You shall not be liable for any outstanding contractual Plan Services amounts due for the Initial or then-current Renewal Term, subsequent to the effective date of the termination.

A handwritten signature in black ink, followed by the date "11/22/18".

9. General Terms Applicable to All Services

This Agreement, any addenda or exhibits hereto, along with the RingCentral Terms of Service (the "TOS"), available at <http://www.ringcentral.com/legal/eulatos.html>, represents the entire Agreement regarding the Plan Services and supersedes and



replaces all prior or contemporaneous negotiations, correspondence, writings, Agreements or any subsequent purchase orders regarding the Plan Services.

Capitalized terms not defined in this Agreement shall be used as defined in the TOS, as applicable. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Each person whose signature appears on this Agreement represents and warrants that he or she possesses the legal right, capacity, and ability, and has full power and authority, to execute and deliver this Agreement on behalf of the Party he or she purports to represent. The Customer represents and warrants that all corporate action necessary for the authorization, execution, and delivery of this Agreement, and to perform all of the obligations hereunder, has been taken. This Agreement is the binding obligation of the Customer, enforceable against the Customer in accordance with its terms. This Agreement will bind the successors, and assigns of both Customer and RingCentral, and inure to the benefit of Customer and RingCentral and their successors and assigns.

This Agreement may not be modified or amended except in a written amendment generated by RingCentral and signed by both You and a duly authorized officer of RingCentral. Neither Party shall be bound by any handwritten or "typed on" terms in addition to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices, or other communications.

In the event of a conflict between the terms of this Agreement and the TOS, such conflict will be resolved according to the following order of precedence: (1) this RingCentral Office and Glip Plan Purchase Agreement; and (2) the TOS.

In no event shall any failure or delay by a Party to (i) assert any right, (ii) demand fulfillment or performance of any obligation, or (iii) avail itself of any remedy under this Agreement, in whole or in part, be deemed to be a waiver of any right or remedy under the Agreement on such occasion or any other occasion. All rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at law, or in equity.

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For purposes of construing this Agreement, any ambiguities shall not be construed against either Party as based upon the source of the draftsmanship. If any provision of this Agreement is determined to be invalid, unlawful, illegal, void or unenforceable, in whole or in part, then that provision or portion shall be construed in such a manner as to render the provision or portion enforceable and, to the extent possible, to reflect the Parties' original intent and the other provision of this Agreement shall remain in full force and effect.

This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of California, U.S.A. as applied to contracts made and to be performed entirely within California, without giving effect to its principles of conflicts of law. Any disputes arising from or relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in the County of San Francisco, California.

10. Assent and Agreement

You are required to indicate Your assent and agreement to this Agreement when You sign this Agreement and return it to RingCentral. This Agreement shall become binding upon both Parties upon Customer's execution and delivery of this Agreement to RingCentral.

This Agreement and Your use of RingCentral's Services are subject to the TOS. RingCentral Office Services, and Glip Services shall also each be considered a RingCentral "Service" as that term is used in the TOS.

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If You choose to participate in RingCentral's Phone Lease Program, Your rental of any phones and related equipment shall be subject to the terms and conditions of the RingCentral Phone Lease Program and Rental Agreement, available at <http://www.ringcentral.com/legal/lease-rental.html>. The Phone Lease Program is offered and available to United States Residents only. You must agree to an Initial Term of at least twenty-four (24) months, and a Renewal Term of at least twelve (12) months to be eligible to participate in the Phone Lease Program.



By signing below, the Customer hereby agrees to and accepts all of the terms and conditions of this Agreement, including but not limited to the Initial Term, Renewal Term, Payment Schedule, and the initial Plan Services (including Office and Glip Plans) indicated in Table 1 of the section entitled "Summary of Service" above.

Please Sign Below

Norridge School District 80

RingCentral, Inc.

By:

A handwritten signature in black ink, appearing to read "Dan O'Hanrahan".

By:

Ryan Azus

Name:

A handwritten signature in black ink, appearing to read "Dan O'Hanrahan".

Name:

Ryan Azus

Title:

Superintendent

Title:

SVP, Sales

Date:

11/22/18

Date:

11/26/2018