



**SPECIFIC CONDITIONS P8 – THIRD PARTY ONLINE UC RINGCENTRAL SERVICES**

These Specific Conditions govern the Third Party Online UC RingCentral Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “**Conditions**”), Specific Conditions P1 – UC Services (“**Specific Conditions P1**”) and Specific Conditions X3 – Standard Operational Services (“**Specific Conditions X3**”), which shall be deemed to be incorporated into the Contract for the performance of any Third Party Online UC RingCentral Services provided under these Specific Conditions.

In the event of any conflict between these Specific Conditions, the Conditions, Specific Conditions P1, or Specific Conditions X3, these Specific Conditions shall take precedence for the purposes of the Third Party Online UC RingCentral Services only.

**1 DEFINITIONS**

1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:

“Additional Calling Credits”	means minutes for MVP Services that can be purchased in addition to any Inclusive Minutes which are included in the relevant MVP Tier purchased;
“Additional Charges”	means any charges which the Customer may incur as a result of: (i) the activation of additional features; (ii) exceeding the agreed usage or storage thresholds; and/or (iii) any other usage;
“Additional Services”	means any Third Party Online UC RingCentral Services which are added to an existing Customer Account;
“Administrative Portal”	means the online administrative portal through which administrators can control settings and manage their accounts;
“Auto-Purchase”	means the automatic addition of Calling Credits to the Customer MVP Account when the combined usage of all End Users exceeds the total Inclusive Minutes associated with the relevant MVP Tier (together with any pre-purchased Additional Calling Credits) or when an End User makes calls which attract Additional Charges. The value by which such Calling Credits will be added to the Customer Account is as specified in the Order Form, or if no amount is specified, then in increments of £20;
“Contact Centre Services”	means the Seats made available to the Customer in accordance with paragraph 8;
“Contact Centre Services Fee”	means the fee payable in respect of the Contact Centre Services, including: (i) the licence fee per Seat; (ii) Usage, including any overage; and (iii) any other charges and fees as set out in the Order Form;
“Contract Seats”	means any Seats which are added for the duration, or remaining duration, of the Term other than On-Demand Seats;
“Current Term”	means the Minimum Term, or where the Minimum Term has ended, the current Renewal Term;
“Customer MVP Account”	means the numbered account established by the Vendor and associated with the Customer and the Third Party Online UC RingCentral Services;
“End Points”	means an application or device through which any End User might access and/or use any of the Third Party Online UC RingCentral Services, including Internet Protocol (“IP”) desk phones, desktop clients, web clients, mobile applications, and/or software integrations;
“EULA”	means the RingCentral Terms of Service which can be found at: <a href="https://www.ringcentral.com/gb/en/legal.html">https://www.ringcentral.com/gb/en/legal.html</a> ;
“Extension-to-Extension Calls”	means calls made and received between End Points on the Customer MVP Account with the Vendor, regardless of whether the calls are domestic or international;
“External Calls”	means calls made to or received from external numbers on the PSTN that are not on the Customer MVP Account with the Vendor;
“Inclusive Minutes”	means the number of minutes included as standard with the relevant MVP Tier specified in the Order Form. Domestic minutes are apportioned on a per End User basis and are pooled at an account level and free-phone minutes are apportioned per account;
“International Minutes”	means MVP Calling Credits specifically designated for international calls;
“Minimum Seats”	means the number of Contract Seats as identified in the Order Form and for which the Customer will be invoiced regardless of the use thereof;
“MVP Calling Credits”	means any minutes available for use on a Customer MVP Account, whether Inclusive Minutes, Additional Calling Credits or credits added using the Auto-Purchase feature;
“MVP Services”	means message video phone services;
“MVP Tier”	means the tier of service purchased from the available options as specified in an Order Form;
“On-Demand Rate”	means the charges payable in respect of On-Demand Seats which are invoiced at a per Seat premium in addition to the Contract Centre Services Fee;
“On Demand Seats”	means Seats which can be added on an ad-hoc basis for as long as required and which may be removed during the Current Term;
“Online UC RingCentral Contact Centre Rate Card”	means the rate card applicable to Third Party Online UC RingCentral Services which is available on request;
“PSTN”	means a public switched telephone network;
“Renewal Term”	means the Renewal Term as specified in an Order Form and if no Renewal Term is specified then the Renewal Term shall be for the same duration as the original Minimum Term;
“Restricted Person”	means any person listed on or covered by any applicable list of sanctioned parties for export, import or financial transactions which is administered by the United States, United Nations, United Kingdom or European Union or other applicable foreign country;



"Sanctions and Export Laws"	means any law, regulation, statute, prohibition or wider measure relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures;
"Seat"	means a licence for a single named person or concurrent users that use the Contact Centre Services;
"Third Party Online UC RingCentral Services"	means the Services to be provided by the Company to the Customer in accordance with these Specific Conditions, as specified in an Order Form; and
"Usage"	means the charges in respect of: (i) data storage; (ii) ports; and/or (iii) calls, including local, long-distance (UK national), international and toll-free or free phone calls as specified in the Administrative Portal and as updated from time to time and which form part of the Contact Centre Services Fee.

- 1.2 All other capitalised terms that are not defined in paragraph 1.1 shall have the meanings stated in the Conditions, Specific Conditions P1 or Specific Conditions X3.

## **2 COMMENCEMENT DATE AND MINIMUM TERM**

- 2.1 The Commencement Date of the Third Party Online UC RingCentral Services shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company orders the Third Party Online UC RingCentral Services on behalf of the Customer.
- 2.2 The Minimum Term for the Third Party Online UC RingCentral Services shall be as set out in the Order Form, or if no Minimum Term is specified, 36 (thirty six) calendar months from and including the Commencement Date.

## **3 RENEWAL**

- 3.1 Notwithstanding any provisions to the contrary set out in this Contract, upon expiry of the Minimum Term, the Third Party Online UC RingCentral Services shall automatically renew for the Renewal Term, and subsequent Renewal Terms thereafter, unless and until terminated by the Customer giving not less than 6 (six) months' prior written notice to the Company to terminate, such termination to be effective from the end of the Current Term.

## **4 LICENCE**

- 4.1 The Customer shall and shall procure that all End Users comply at all times with the terms of the EULA.
- 4.2 The following provisions in the EULA shall be disregarded:

- 4.2.1 section 3 (Invoicing and Payment);
- 4.2.2 section 2.A. (Ordering);
- 4.2.3 section 2.E. (Service Duration);
- 4.2.4 section 4.B. (Customer Care);
- 4.2.5 section 6 (Termination);
- 4.2.6 section 14.B. (Assignment); and
- 4.2.7 section 14.P. (Publicity).

## **5 CHARGES**

- 5.1 The Customer shall pay the Additional Charges as specified in the Administrative Portal, the Online UC RingCentral Contact Centre Rate Card, or if no Additional Charges are specified, the Customer shall be liable for Additional Charges at the same rate at which the Company is charged for them by the Vendor
- 5.2 The Additional Charges will be invoiced monthly in arrears.

## **6 SOFTWARE UPDATES**

- 6.1 The Company and/or the Vendor may push software updates and patches directly to the Customer and/or End Users' device(s) from time to time and the Customer will ensure that they are not prevented from doing so.
- 6.2 The Customer shall and shall ensure that all End Users promptly implement all fixes, updates, upgrades and replacements of Vendor and/or third party software that may be made available by the Company and/or the Vendor.
- 6.3 Neither the Company nor the Vendor shall be liable for any inoperability of the Third party Online UC RingCentral Services or for any other service failures and/or knock-on effects which arise as a result of the Customer and/or End Users' failure to implement the required changes as set out in paragraph 6.1 above, in a timely manner.

## **7 MVP SERVICES**

- 7.1 The following provisions apply to Calling Credits for MVP Services:
- 7.1.1 Inclusive Minutes will only be applied to domestic calls and to calls to certain countries within the EMEA region, as specified in the Administrative Portal;
  - 7.1.2 Auto-Purchase will be used to automatically add additional credits to the Customer's Account when the designated threshold is reached;
  - 7.1.3 Customers have the ability to pre-purchase Additional Calling Credits and International Minutes as bundles of 1 (one) minute increments; and
  - 7.1.4 Inclusive Minutes and Additional Calling Credits reset monthly and cannot be rolled over to the following month, whereas credits purchased using the Auto-Purchase feature will remain valid for 12 (twelve) calendar months following the date of purchase.
- 7.2 International calls are charged according to the destination of the call. The applicable rates can be found in the Administrative Portal.
- 7.3 Extension-to-Extension Calls do not incur any usage charges unless and until they are forwarded to a number which results in them becoming External Calls.
- 7.4 Inbound free-phone calls are deducted from Inclusive Minutes, additional minute bundles or charged as overage at the rates currently in effect, as indicated in the Administrative Portal.

## **8 CONTACT CENTRE SERVICES**

- 8.1 The provisions of this paragraph 8 shall only apply if Contact Centre Services are selected on the Order Form.

## SPECIFIC CONDITIONS P8 – Third Party Online UC RingCentral Services



- 8.2 The Contact Centre Services Fee will be invoiced on a per Seat basis provided that the Customer shall be invoiced for at least the Minimum Seats regardless of whether the Minimum Seats are being used or not.
- 8.3 The Customer may request Contract Seats at any time during the Term of the Contract and the Company may add such additional Seats subject to the Customer paying additional Charges in accordance with paragraph 8.4.
- 8.4 Any Contract Seats will be invoiced at the same rate as the Minimum Seats and the Contract Centre Services Fee will be adjusted accordingly from the date such Contract Seats are added.
- 8.5 The Customer may add or remove On-Demand Seats as required on request to the Company and the Company may add or remove such On-Demand Seats subject to the Customer paying the On-Demand Rate in accordance with paragraph 8.6.
- 8.6 On-Demand Seats are invoiced at the On-Demand Rate based on the highest number of On-Demand Seats used in each billing cycle, regardless of how many days such On-Demand Seats are actually used for during that period.

### 9 GENERAL

- 9.1 The Customer confirms that neither it nor any End User is a Restricted Person nor is the Customer owned or controlled by any person that is a national, citizen or otherwise resident in any country that is the subject of export controls and/or economic sanctions.
- 9.2 The Customer shall immediately notify the Company if it or any End User becomes a Restricted Person or comes to be owned or controlled by any person that is a national, citizen or otherwise resident in any country that is the subject of export controls and/or economic sanctions.
- 9.3 If the Customer has any reason to believe that it or any End User may have taken action that would be in violation of any Sanctions or Export Laws then it shall immediately upon first becoming aware, and in any event, within 2 (two) Business Days, notify the Company of the potential violation.
- 9.4 The Company and/or the Vendor may terminate, suspend or modify the affected Third Party Online UC RingCentral Services in the event that any changes to Relevant Laws prohibit or otherwise materially interfere with their ability to provide the Third Party Online UC RingCentral Services in accordance with the Contract. Where reasonably practicable the Company and/or the Vendor shall provide written notice to the Customer prior to any such termination, suspension, or modification.