

## 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**"), and Jefferson County Public Schools (the "**Customer**") pursuant to, and is subject to, the RingCentral PS Agreement executed by Customer and RingCentral on or about 7-30-2020, \_\_\_\_ (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>	Jefferson County Public Schools
<b>Quote/SOW Number:</b>	U2021-02175879
<b>Labor Cost:</b>	\$123,750.00 USD

#### Single-Phase Project

Phase	Scope of the Phase	Value	Completion Criteria
1	All the Professional Services described in this SOW.	\$123,750.00 value for migration of 11,000 total virtual extension users to direct line users as detailed in Appendix A (Excluding Taxes and Expenses if applicable).	Completion of all Professional Services described in this SOW for each User Group. Users that deploy in a given month will be invoiced on a monthly basis. Any users listed in this SOW that are not deployed will be invoiced at the stated implementation rate upon Project Completion.

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")** – For a period of up to five (5) months commencing upon Project Kickoff, 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 five (5) weeks. This process will define and capture the project-wide deployment holistically including all sites and users listed in Appendix A.

- i. RingCentral has included up to six (6) design documentation collection session(s) with this project delivery
- ii. All groups will provide data during their assigned data collection process over a one (1) week period for a total of five (5) supported weeks and contribute to a universal design documentation across all lines of business / business units
- iii. 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
- iv. 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 BR<sup>1</sup> is signed off by Customer's Project Manager and RingCentral's Project Manager prior to moving to deployment.
- iii. Delay in completing and returning Customer documentation may result in an adjustment of project timeline and additional fees.

## **3. RingCentral Office Build**

### **3.1. RingCentral Advanced Multi-Phased Build Out**

- i. RingCentral will remotely convert up to 11,000 existing Virtual Extensions to Digital Lines based on the specifications agreed to between the parties in the BRD.
- 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.

- iv. Material changes to the BRD made after mutual agreement could incur incremental charges that will be mutual agreed to with a Change Order per Section 4 in this SOW.
4. **Delays and Changes** – Changes to this SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a “**Change Order**,”) a sample of which is attached as Appendix B to this SOW), 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. 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. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees.
5. **Project Phasing** – The Professional Services may be delivered in one or more phases as set forth in this SOW. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase (“Project Phases”). 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. 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.

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

**Customer**

Jefferson County Public Schools

Pending Board Approval

By: [Signature]

Name: Dr. Marty Pollio

Title: Superintendent

Date: 9/30/21

**RingCentral**

RingCentral, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**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>
Conducted Remotely	11,000

**RingCentral Professional Services  
Statement of Work for Professional Services  
Appendix B  
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>
Jefferson County Public Schools :	<b>Requested By:</b>	<b>Requestor Phone:</b>	<b>Requestor email:</b>
<b>Customer Address:</b>			

**Specific Details Explaining the Change:**

**Change 1**

<u><b>Quantity:</b></u>	<u><b>Description:</b></u>	<u><b>Professional Services Cost:</b></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: \_\_\_\_\_

**RingCentral Professional Services**  
**Statement of Work for Professional Services**  
**Appendix C**

**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.

**RingCentral Professional Services**  
**Statement of Work for Professional Services**  
**Appendix D**

**Optional Services via Change Order**

<b>Additional P&amp;D Sessions</b>	<b>Admin Training</b>	<b>User Training</b>	<b>Go Live Support (Onsite)</b>	<b>Training Support (Onsite)</b>	<b>Build Engineer Rate Business Hours (Remote)</b>
\$1,800 per day / per resource	\$800 per two-hour session	\$400 per one-Hour session	\$1,600 per day / resource	\$1,600 per day / resource	\$250/Hour





## INCREMENTAL ORDER FORM - MVP SERVICES

This Incremental Order Form ("**Incremental Order**") is a binding agreement between RingCentral, Inc. ("**RingCentral**") and **Jefferson County Public Schools**, ("**Customer**" or "**You**") (together the "**Parties**"), for the purchase of the Services, licenses, and products listed herein. This Incremental Order Form is subject to the terms and conditions specified in the applicable Agreement between the parties. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties.

Customer

**Jefferson County Public Schools**

3332 Newburg Rd.

Louisville, KY 40218

United States

JEFFERSON HARRIS

(502) 313-4357

annette.harris@jefferson.kyschools.usx

Customer UID

62612370031

Service Provider

**RingCentral, Inc.**

20 Davis Drive

Belmont, CA 94002

United States



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

## Service Commitment Period

**Start Date:** Effective as of the last date of signature below.  
**Initial Term:** Coterminal with the Initial Term as agreed between the Parties  
**Renewal Term:** Coterminal with the Renewal Term as agreed between the Parties

## Payment Schedule

**Current:** Annual Payment Schedule  
**New:** Annual Payment Schedule

## RingCentral MVP Services

Additional Recurring Services			
Summary of Service	Qty	Rate	Subtotal
Extended Enterprise Support - Platinum Tier - MVP	1	\$120,000.00	\$120,000.00
	Annual Recurring Services*		\$120,000.00
Total Amount			\$120,000.00

\*Amounts are exclusive of applicable Taxes and Fees.

RingCentral Office is now RingCentral MVP. All references to "RingCentral Office", whether in the Agreement or its attachments, Order Forms or descriptions, mean "RingCentral MVP".

## 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).



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States



IN WITNESS WHEREOF, the Parties have executed this Incremental Order through their duly authorized representatives.

## Customer

Jefferson County Public Schools

Pending Board Approval

By:

*Marty Pollio*

Name:

Dr. Marty Pollio

Title:

Superintendent

Date:

9/30/21

## RingCentral

RingCentral, Inc.

By:

*Carson Hostetter*

Name:

Carson Hostetter

Title:

SVP, Field Sales

Date:



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States



## CHANGE ORDER FORM- MVP SERVICES

This Change Order Form (this **"Change Order"**), amends the agreement between **Jefferson County Public Schools**. (**"Customer"** or **"You"**) and RingCentral, Inc. (**"RingCentral"**) (together the **"Parties"**). The Parties agree to amend the quantities, Services, products, pricing and terms specifically set forth below. All other terms and conditions not expressly contained herein, shall remain unchanged and in full effect. Capitalized terms not defined herein shall have the same meanings as set forth in the Agreement.

### Customer

Jefferson County Public Schools

3332 Newburg Rd.

Louisville, KY 40218

United States

Annette Harris

5024195492

annette.harris@jefferson.kyschools.us

Customer UID

62612370031

### Service Provider

RingCentral, Inc.

20 Davis Drive

Belmont, CA 94002

United States



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

## Service Commitment Period

**Start Date for items added in this Change Order:** Effective as of the last date of signature below.

Any new Services ordered under this Change Order Form will begin on the Start Date set forth above, and will run coterminously with the Initial Term and Renewal Term previously agreed between the Parties, unless modified below. Billing for incremental services will commence on the Start Date and will be invoiced on the same billing cycles as any preexisting Services. Other fee adjustments may not be effective until your next monthly service cycle.

## Changes to Service Commitment Period

**Initial Term:** 58 Months, beginning on September 29, 2021

**Renewal Term:** 60 Months

## Payment Schedule

**Current:** Annual Payment Schedule

**New:** Annual Payment Schedule



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

## RingCentral MVP Services

Existing Recurring Services			
Summary of Service	Qty	Rate	Subtotal
<b>Additional Local Number</b>	<b>283</b>	<b>\$30.00</b>	<b>\$8,490.00</b>
<b>DigitalLine Unlimited Standard</b>	<b>5000</b>	<b>\$120.00</b>	<b>\$600,000.00</b>
DigitalLine Unlimited Standard		\$72.00	
Compliance and Administrative Cost Recovery Fee		\$36.00	
e911 Service Fee		\$12.00	
<b>Annual Recurring Services*</b>			<b>\$608,490.00</b>

## RingCentral MVP Services

Existing + New Recurring Services			
Summary of Service	Qty	Rate	Subtotal
<b>Additional Local Number</b>	<b>283</b>	<b>\$12.00</b>	<b>\$3,396.00</b>
<b>DigitalLine Unlimited Standard</b>	<b>16000</b>	<b>\$54.00</b>	<b>\$864,000.00</b>
DigitalLine Unlimited Standard		\$6.00	
Compliance and Administrative Cost Recovery Fee		\$36.00	
e911 Service Fee		\$12.00	
<b>Polycom VVX 150 Business IP Phone - Rental</b>	<b>7510</b>	<b>\$12.00</b>	<b>\$90,120.00</b>
<b>Polycom VVX 250 Business IP Phone - Rental</b>	<b>4197</b>	<b>\$27.00</b>	<b>\$113,319.00</b>
<b>Polycom VVX 350 Business IP Phone - Rental</b>	<b>147</b>	<b>\$39.00</b>	<b>\$5,733.00</b>
<b>New Annual Recurring Services*</b>			<b>\$1,076,568.00</b>

<b>New Total Amount*</b>	<b>\$1,076,568.00</b>
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RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

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## RingCentral MVP Services

Change + / (-)			
Summary of Service	Qty	Rate	Subtotal
Additional Local Number	283	\$12.00	\$3,396.00
DigitalLine Unlimited Standard	16,000	\$54.00	\$864,000.00
DigitalLine Unlimited Standard		\$6.00	
Compliance and Administrative Cost Recovery Fee		\$36.00	
e911 Service Fee		\$12.00	
Polycom VVX 150 Business IP Phone - Rental	7,510	\$12.00	\$90,120.00
Polycom VVX 250 Business IP Phone - Rental	4,197	\$27.00	\$113,319.00
Polycom VVX 350 Business IP Phone - Rental	147	\$39.00	\$5,733.00
Additional Local Number	-283	\$30.00	-\$8,490.00
DigitalLine Unlimited Standard	-5,000	\$120.00	-\$600,000.00
DigitalLine Unlimited Standard		\$72.00	
Compliance and Administrative Cost Recovery Fee		\$36.00	
e911 Service Fee		\$12.00	
<b>Annual Recurring Change in Services*</b>			<b>\$468,078.00</b>

**Total Change in Services\* \$468,078.00**

\*Amounts are exclusive of applicable Taxes and Fees.

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## Cost Center Billing

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## Credit

**Free Services Credit:** Customer will be entitled to receive a one-time credit in the amount of USD 156026.00. 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.

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

## Customer

Jefferson County Public Schools

*Pending Board Approval*

By: \_\_\_\_\_

*[Signature]*

Name: \_\_\_\_\_

Dr. Marty Pollio

Title: \_\_\_\_\_

Superintendent

Date: \_\_\_\_\_

*9/30/21*

## RingCentral

RingCentral, Inc.

By: \_\_\_\_\_

*[Signature]*

Name: \_\_\_\_\_

Carson Hostetter

Title: \_\_\_\_\_

SVP, Field Sales

Date: \_\_\_\_\_



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States