

**RingCentral Professional Services  
Statement of Work**

This RingCentral Professional Services Statement of Work is executed by RingCentral, Inc. (“**RingCentral**”), and **City of San Carlos** (the “**Customer**”) on this \_\_\_\_\_, \_\_\_\_ (the “**SOW**”). This SOW is incorporated into the Master Services Agreement dated \_\_\_\_\_, between the parties (the “**MSA**”). In the event of a conflict between this SOW and the MSA, this SOW shall control.

<b>Customer:</b>	<b>City of San Carlos</b>
<b>Quote/SOW Number:</b>	<b>U2023-03088857</b>
<b>Labor Cost:</b>	<b>\$17,140.00 USD</b>

**SOW Expiration:** This SOW, and all applicable pricing related to it, is valid if signed by Customer on or before December 31<sup>st</sup>, 2023, after which pricing is subject to change, and a revised SOW may be required. However, RingCentral May elect to provide the work at the applicable pricing after the expiration date listed above, should they execute this SOW.

**Multiphase Project – Per Milestone**

Milestones will be jointly agreed during the project plan creation.

<b>Phase Name</b>	<b>SOW Detail</b>	<b>Phase Total (USD) Excluding taxes &amp; fees</b>
Core Migration Remote 1 NRA	180 Users @ \$63.00 per user	\$11,340.00 Phase1  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.

Core MVP Build - Per Site/User Group	<p>One (1) Unique Site/User Group @ \$1,000.00 per site/group</p> <p>Four (4) Duplicate Sites/User Group @ \$400.00 per site/group</p>	<p>\$2,600.00 Phase2</p> <p>Sites/User Groups that deploy in a given month will be invoiced on a monthly basis.</p> <p>Any sites/user groups listed in this SOW that are not deployed will be invoiced at the stated implementation rate upon Project Completion.</p>
Training	Instructor-Led Virtual Admin Training & End User Training - up to 180 users	<p>\$1,200.00 Phase3</p> <p>All the Professional Services described in Section 4.</p>
Third-Party Phone Provisioning – Remote Support/Admin Work	Provisioning Assistance for 3 <sup>rd</sup> Party IP Phones – <b>180 Phones (Mitel 480 &amp; 485)</b>	<p>\$2,000.00 Phase 4</p> <p>All the Professional Services described in Section 3.</p>
		<b>\$17,140.00 USD</b>

If applicable, the following activities shall be performed 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 Eight (8) weeks, 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 to support locations and users identified in the table below:

Scope	Counts
Remote Project Duration in Months	Up to 2 Months
Network Assessments	Up to 1
Users	Up to 180 total users
Sites / User Groups with Unique Call flows	Up to 1
Sites / User Groups with Duplicate Call flows	Up to 4
Training – Instructor Led Virtual – Admin & End User	Up to 180 total users
Third Party Phone Provisioning – Mitel 480 & 485	Up to 180 Phones

- i. RingCentral has included up to two (2) Planning and Design session(s) with this project delivery. The Customer will provide required data over the period defined in Section 1, commencing with a single data collection session, and contribute to the universal design documentation across all lines of business / business units. 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 for additional locations.
- 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. Unique call flow(s)
    - a. Configuration of one (1) main number
    - b. Up to 5 custom rules per main number
    - c. Up to 2 menus (IVR) per main number
    - d. A combination of up to eight (8) call queues & ring groups per main number
  - f. Duplicate call flow(s)
    - a. Consists of a replica of a unique call flow with the exception of phone numbers, extensions, and users within call queues & ring groups
  - g. Roles and Permissions
  - h. Delivery Overview
  - i. BRD completion
- iv. 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
  - v. 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 User Interface ("UI") Single Phased Build Out**

- i. RingCentral will remotely configure the following parameters in the system ("UI Build Out") based on the specifications agreed to between the parties in the BRD.
  - a. Up to **180** users
  - b. Up to **5** locations
  - c. Setup to support required Call Flows by site or user groups
  - d. Administrative assistance for the provisioning of up to **One Hundred Eighty (180) 3<sup>rd</sup> party IP phones (Mitel 480 & 485)**

- e. Setup a maximum of ten (10) Call Queue or Ring Groups  
[Including up to ten (10) users for standard Report access, if applicable]
- 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.

### **3.2. 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

## **4. RingCentral Training Services**

### **4.1. 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

### **4.2. Admin Training** – RingCentral Professional Services will provide resources to complete the following:

- i. Up to two (2) hours of remote admin training to be provided by a RingCentral University Training Specialist
- ii. Sessions cover the following:
  - a. Building, activating, disabling, and deleting users
  - b. Managing user settings with role, templates, and User groups (if applicable)
  - c. Managing system setup and maintenance via the Admin Portal including phone company info, caller ID, and directory assistance
  - d. Managing phones and numbers including assisted provisioning
  - e. Call flow management

- f. Reports and call logs; and
  - g. Familiarization with Support/Training/Help resources
- iii. Session recordings included at no additional cost
- iv. Online, self-service end user training at RingCentral University included at no additional cost
  - a. Webinars & Videos, Getting Started Tutorials, and User Guides
- v. Custom end user training, documentation, and videos available at an additional cost via change request
- vi. Additional end user sessions are available to the customer via Change Request at an additional charge
- vii. Customer agrees that cancellation of confirmed training, in writing, within 24 hours of the training date/time will release RingCentral's obligation to deliver the training
  - a. Rescheduling of the cancelled training will be at RingCentral's discretion and shall not delay execution of the Professional Services Project Completion Form
- viii. Customer will have up to 90 days from time of SOW completion to complete training

**4.3. End User Training** - RingCentral Professional Services will provide resources to complete the following:

- i. Any combination of the following one (1) hour remote end user training sessions for a total of up to one (1) session to be provided by RingCentral University Training Specialist:
  - a. Standard End User
  - b. Train the Trainer (Standard End User)
  - c. Exec Assistant/Front Desk
- ii. Session recordings included at no additional cost
- iii. Online, self-service end user training at RingCentral University included at no additional cost
  - a. Webinars & Videos, Getting Started Tutorials, and User Guides
- iv. Custom end user training, documentation, and videos available at an additional cost via change request
- v. Additional end user sessions are available to the customer via Change Request at an additional charge
- vi. Customer agrees that cancellation of confirmed training, in writing, within 24 hours of the training date/time will release RingCentral's obligation to deliver the training
  - a. Rescheduling of the cancelled training will be at RingCentral's discretion and shall not delay execution of the Professional Services Project Completion Form
- vii. Customer will have up to 90 days from time of SOW completion to complete training

## 5. Testing

### 5.1. Quality Assurance Testing

- i. RingCentral will perform quality assurance following final configuration prior to turning over the solution to the Customer to start User Acceptance Testing (UAT)

### 5.2. 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

### 5.3. UAT Requirements

- i. Customer and RingCentral will enact a mutual software / code freeze prior to start of QA 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

**6. Optional Services** – During the course of the project, additional services may be ordered by Customer via the Change Order process as per the rates outlines in Appendix E.

**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. SMS Campaign Registration (TCR) <https://www.ringcentral.com/tcr>
- iv. Configuration and software installation on customer PCs
- v. Decommission and disposal of any legacy equipment
- vi. Customizations on individual User endpoints, or phone settings (as defined in section 3.1.v)
- vii. Provide work space for RingCentral on-site personnel (as scoped)
- viii. Overhead paging
- ix. Postage Machines
- x. Credit Card or Point of Sale (POS) Machines
- xi. Door buzzer or Automatic Door Controller
- xii. Third party SIP phones
- xiii. Headsets
- xiv. Analog Devices such as fax machines
- xv. Third party Applications
- xvi. Input Registered E911/Emergency Services 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 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:
  - 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/resubmission 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 submitting porting requests up to ten (10) business days following the final migration / go live event, unless otherwise mutually agreed between the parties
  - The RingCentral Project Manager will remain engaged in support of these porting requests for 30 days or three rejections, whichever comes first
  - RingCentral will provide the Customer with an overview of the RingCentral portal for porting tasks
  - Following the ten (10) day post go-live period, Customer is responsible for submitting all new requests within the RingCentral portal
  - Any additional support required after the ten (10) day period can be obtained via a change order
- c. Porting outside of project follows RingCentral Numbering Policy
  - <https://www.ringcentral.com/legal/policies/numbering-policy.html>

**10. Professional Services Completion** - This SOW identifies the specific criteria required for the completion of each Project Phase (“Completion Criteria”). Upon RingCentral’s completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will notify the Customer of the completion of each individual Professional Services Project Phase. Upon receipt of such notification, Professional Services under such Project Phase will be considered completed in full and billable, in accordance with the terms of this SOW and the Master Services Agreement.

However, Customer may, within three (3) days of receipt, provide a rejection to the aforementioned completion notice from RingCentral, including a detailed description of the items that are outstanding or that are materially non-conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services and then re-submit the notice of completion to the Customer. If RingCentral timely receives from the Customer a second rejection notice, Parties will refer to the dispute resolution mechanisms contained in the MSA to, in good faith, come to a solution to the outstanding issue.

## 11. Payment

- i. Invoicing and Payment of Professional Services fees. All amounts due under this SOW for Professional Services other than T&M Services, will be invoiced upon completion of the work or each Project Phase identified in the Project Phasing Table. Payment shall be due in accordance with the applicable payment terms of the Master Services Agreement. T&M Services will be invoiced monthly in arrears.
- ii. Service Expenses. Customer agrees to reimburse RingCentral for its reasonable fixed travel, meal, and lodging expenses incurred in connection with any Site Visit (“Service Expenses”). Travel, meal, and lodging expenses will be invoiced upon completion of each Project Phase. Upon written request, RingCentral will provide sufficient supporting information for any Service Expenses invoiced.

## 12. Termination

- i. Termination. Either Party may terminate this SOW, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one Project Phase will not result in the termination of, or otherwise affect, the rest of the SOW or any other Project Phase. No termination of any SOW, in whole or part, will result in the termination of any Services being provided under the MSA.
- ii. Effect of Termination. If this SOW, or a Project Phase, is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this SOW, Customer will be obligated to pay RingCentral for:
  - a. any Professional Services and T&M Services that have been rendered up until the effective date of the termination
  - b. all applicable Service Expenses incurred; and
  - c. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being canceled, if termination of the SOW or a Project Phase occurs within one hundred and eighty (180) days of execution of the SOW. If termination occurs after one hundred and eighty (180) days of execution of the SOW, Customer will owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being canceled.

### 13. 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**," ) per the sample attached in Appendix C, 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

### 14. 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 notification of phase completion, 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 Statement of Work below through their duly authorized representatives.

**Customer**

**City of San Carlos**

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

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

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

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

**RingCentral**

**RingCentral, Inc.**

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

Name: Joe Jacob

Title: SVP, Field Sales

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

**Appendix A**  
**Planning and Design Location**

Planning and Design Location Address(s):	Up to # of Users
Remote	180

## Appendix B

Site	Address	Number of Users	Deployment Type	Number of Site Visits	Technician Days On-Site	Rate per Site
N/A	N/A	N/A	N/A	N/A	N/A	N/A

**Appendix C**

**RingCentral Professional Services**

**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. Changes with no cost impact can be authorized with email, cost impacting changes require an executed signature.

<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>			
<i>DESCRIPTION OF CHANGE</i>			
1. [Provide a description of the change]			1: \$X

<i>CHANGE DETAILS</i>	
Change Item or Deliverable:	
Change From:	
Change To:	
Reason/Justification for Change:	
Impact to Schedule:	
Impact to Project Cost:	
Assumptions / Constraints / Dependencies:	
Risks:	
Test Plan:	
Backout Plan:	
Change Window:	

**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**

\_\_\_\_\_

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

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

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

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

**RingCentral**

**RingCentral, Inc.**

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

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

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

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

## 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 notification 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 E  
Optional Services**

<b>Additional Network Assessments</b>	<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>
\$1,000	\$1,800 per day / per resource	\$800 per Two-Hour session	\$400 per One-Hour session	\$1,800 per day / resource	\$1,800 per day / resource