



Capture every opportunity with **AI Receptionist**.

Between April 1 and September 30, 2026, the top ten RingCentral Reach partners that sell the most RingCentral AI Receptionist (AIR) will win their share of*:

\$250,000

The winners will take home:

\$50,000

1st

\$40,000

2nd

\$35,000

3rd

\$30,000

4th

\$20,000

5th

\$15,000

6th-10th

*Based on ARR closed within the incentive period, as detailed below in the Terms and Conditions.

Questions? Contact your RingCentral Partner Manager for more information.

AIR Contest Incentive

***Terms and Conditions apply:** Offer valid April 1, 2026 – September 30, 2026 (the “Incentive Period”). In order to participate in this AI Contest Incentive (“Incentive Program”), you must be an active Channel Partner on file with RingCentral (as determined by RingCentral in its sole discretion), based in the United States or Canada, with a direct partner agreement with RingCentral (“Partner”) or as a sub-Partner to a master agent, master broker (collectively, “Master Partner”) who has a partner agreement with RingCentral.

To the extent permitted by applicable law and subject to these terms and conditions, RingCentral will award a prize (as set forth below) to each of the ten (10) Partners, or their Master Partners, who during the Incentive Period generate the most aggregate Monthly RingCentral AI Receptionist recurring revenue, as recognized by RingCentral, (“Monthly AIR Revenue”) from Incentivized Sales (each such Partner or Master Partner, an “Overall Winner”), subject to each Overall Winner generating at least the Minimum Threshold of aggregate Monthly AIR Revenue for the applicable prize. An “Incentivized Sale” is a Qualified Sale during the Incentive Period of RingCentral AI Receptionist in US and Canada, tied to a sale to a new or existing Customer, with a minimum of a three (3) year term. Incentivized Sales must be registered under a RingCentral-brand Partner ID, and the Customer account resulting from an Incentivized Sale (“Qualified Account”) must be activated during the Incentive Period.

Demo sales, discounted sales for Partner’s or Master Partner’s internal use, and resale transactions do not qualify for this Incentive Program. Monthly AIR Revenue for a Qualified Sale is determined at the end of the month in which the applicable Qualified Account is activated and will exclude Monthly AIR Revenue for products, services, or offerings not explicitly referenced in these terms and conditions, such as other RingEX add-ons or features, RingCentral Events, third-party products and services, recurring professional service offerings, hardware rentals, and device-as-a-service offerings, or Monthly AIR Revenue resulting from a new Customer that was previously using RingCentral Services thru another brand, co-brand or any other RC partner. RingCentral will pay amounts under this Incentive Program on or around 60 days after the Incentive Period ends. If 1) an Incentivized Sale is canceled, in whole or in part, (a) before RingCentral actually receives payment in full of at least six months’ subscription fees (“Minimum Subscription Fees”) for the cancelled units of a Service sold as part of such Incentivized Sale or in a manner requiring RingCentral to provide a refund of any portion of the Minimum Subscription Fees already paid to RingCentral or (b) during the applicable full refund or money-back guarantee period, or 2) RingCentral otherwise does not receive the Minimum Subscription Fees, then in each case, such Incentivized Sale will be disqualified from the Incentive Program (“Disqualified Sale”). RingCentral will not include Monthly AIR Revenue from Disqualified Sales when determining Overall Winners, and Overall Winners may change due to a Disqualified Sale arising after the Incentive Period. If there is a change to Overall Winners, RingCentral shall be entitled to a refund equal to the full value of any prize paid to a Partner or Master Partner who has received an Overall Winner prize that such Partner or Master Partner is no longer entitled to. Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in your (or your Master Broker’s) partner agreement with RingCentral (the “Partner Agreement”). Except as expressly provided herein, the terms of the Partner Agreement and the [RingCentral Channel Partner Terms](#) govern this Incentive Program. RingCentral reserves the right to modify or end this Incentive Program at any time.

Prizes:

Prize values are in USD. The Partner who generates the most aggregate Incentivized Sales will receive the first prize below. The Partner or Master Partner who generates the second most aggregate Incentivized Sales will receive the second prize below, and so on. In the case of a tie, the total number of Incentivized Sales closed by a Partner or master Partner will be used to rank the tying Partners. The “Minimum Threshold” for each prize is \$2,500 in aggregate Monthly AIR Revenue.

1) \$50,000 2) \$40,000 3) \$35,000 4) \$30,000 5) \$20,000 6, 7, 8, 9 & 10) \$15,000

Notice of Prize or Bonus Eligibility: Upon notification of winning, each Overall Winner (collectively, “Winners”) will have five (5) business days to claim the bonus or prize, as instructed by RingCentral. If RingCentral does not receive such claim from a Winner (or later substitute Winner), RingCentral reserves the right to disqualify the Winner and select a substitute Winner at its sole discretion. RingCentral is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify Winners. RingCentral reserves the right to verify the identity and accuracy of submitted information of a Winner and all relevant related parties prior to awarding a prize or bonus.

Limitations: This Incentive Program is not available for any sales opportunity where Partner has been retained to provide consulting, systems integration, or neutral/objective advice to a governmental entity or a prime or subcontractor under a governmental contract. Partner shall make all required disclosures to any government (including federal, provincial, state or local government) customers, education end users, and customers purchasing products or services that will be reimbursed under a federal or state program or grant in each case describing all potential incentive payments for each transaction for which Partner is claiming an incentive. Partner also certifies that (a) it has not accepted any payments under the Incentive Program to the extent that they relate to the Partner’s performance of a government prime contract requiring Partner to provide neutral or unbiased

advice to the government with respect to the types of technology products and solutions provided by RingCentral, and (b) that its acceptance of payments under the Incentive Program shall not violate any government rules or regulations, including those relating to conflicts of interest or kickbacks. Partner agrees to indemnify and hold harmless RingCentral for any loss, cost, fine, or other damages resulting from Partner's failure to observe this certification. Partner further acknowledges and agrees that RingCentral may terminate the Incentive Program or Partner's participation in it at any time in RingCentral's sole discretion and that RingCentral may elect to withhold or delay any payment to which Partner 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 or Partner becomes the target of any government action or investigation in any way relating to the Incentive Program, or (iii) RingCentral decides in its sole discretion to discontinue the Incentive Program due to a change in the regulatory environment.

Taxes: ALL FEDERAL, STATE, PROVINCIAL AND LOCAL TAXES, WHETHER LEVIED IN THE UNITED STATES OR ELSEWHERE ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE SOLELY THE RESPONSIBILITY OF THE PRIZE RECIPIENT. In order to claim a prize, Partner may be required to complete (i) an affidavit or declaration of eligibility, liability, and publicity release and (ii) tax form in the United States, as applicable. Partner must sign and return such forms to RingCentral within seven (7) days of being notified by RingCentral of such requirement, or the Partner's prize or bonus may be voided in RingCentral's sole discretion. The prize or bonus value may be treated as ordinary income to the recipient for income tax purposes. Incidental expenses and all other costs and expenses which are not specifically listed as part of a prize or bonus in these terms and which may be associated with the award or the acceptance, receipt, and use of all or any portion of the awarded prize or bonus are solely the responsibility of the respective recipient.

Disclaimer and Limit of Liability: TO THE FULLEST EXTENT PERMITTED BY LAW, RINGCENTRAL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE, BONUS, OR YOUR PARTICIPATION IN THE INCENTIVE PROGRAM. BY ENTERING THE INCENTIVE PROGRAM OR RECEIVING ANY PRIZE OR BONUS, EACH PARTNER AND/OR WINNER AGREES TO RELEASE AND HOLD HARMLESS RINGCENTRAL AND ITS AFFILIATES (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE INCENTIVE PROGRAM OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTNERS, PRINTING ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE INCENTIVE PROGRAM; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE INCENTIVE PROGRAM; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE INCENTIVE PROGRAM; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM PARTNER'S PARTICIPATION IN THE INCENTIVE PROGRAM OR RECEIPT OR USE OR MISUSE OF ANY PRIZE OR BONUS.

IN NO EVENT SHALL RINGCENTRAL BE LIABLE TO ANY PARTNER OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY. RINGCENTRAL'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN THEIR ENTIRETY TO THE CASH VALUE OF THE FIRST PRIZE. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES.



Secure the bag!

With no limit on the maximum you can earn from each sale, RingCentral Reach partners who close 3-year+ deals between January 20 and June 30, 2026 can earn:

12X MRR
on RingCX

12X MRR
on RingEX + RingCX

6X
on RingEX

Plus, any deal that qualifies for an 12X bonus also earns you:

+2% residuals!

12X STACKABLE SPIFF Incentive

***Terms and conditions apply:** Offer valid for the Incentive Period only. The **"Incentive Period"** is **January 20 – June 30, 2026** for all Incentivized Stackable Sales for RingCentral Partners. In order to participate in this 12X STACKABLE SPIFF Incentive (**"Incentive Program"**), you must be an active Channel Partner on file with RingCentral (as determined by RingCentral in its sole discretion) with a direct partner agreement with RingCentral or as a sub-Partner to a master agent or master broker (collectively, **"Master Broker"**) who has a partner agreement with RingCentral.

To the extent permitted by applicable law and subject to these terms and conditions, RingCentral will pay you (or your applicable master agent or master broker (collectively, **"Master Broker"**)) registered and closed during the Incentive Period either 1) a) a one-time bonus of 12x MRR for an Incentivized Stackable Sale of RingCX, and b) incremental monthly residual commissions or service fees equal to 2% of MRR, or 2) a) a one-time bonus of 6X MRR for an Incentivized Stackable sell of RingEX, detailed in the table below:

Incentivized Sale	One-Time Bonus Amount
Incentivized Stackable Sale of RingEX	6X MRR, +0% incremental monthly residual commissions or services fees
Incentivized Stackable Sale of RingCX*	12X MRR, +2% incremental monthly residual commissions or service fees

**The number of RingCX licenses sold in the Incentivized Stackable Sale must equal 10% or more of the number of RingEX licenses sold in the same Incentivized Stackable Sale in order for such Incentivized Stackable Sale to earn the stated bonus amount on non-RingCX MRR. If this threshold is not met, the non-RingCX MRR will receive instead the stated bonus amount for Incentivized Stackable Sales of RingEX. The RingCX MRR will receive the stated bonus amount for Incentivized Stackable Sales of RingCX regardless.*

An **"Incentivized Stackable Sale"** is a) a Qualified Sale during the Incentive Period for a three-year or longer initial contract term of one or more Services to a new Customer. Incentivized Stackable Sales must be registered under a RingCentral-brand Partner ID, and Incentivized Stackable Sales are not eligible for any other incentive program. The Customer account resulting from an Incentivized Stackable Sale (**"Qualified Account"**) must be activated during the Incentive Period. MRR for an Incentivized Stackable Sale is determined at the end of the month in which the applicable Qualified Account is activated and will exclude RingCX MRR resulting from Customer migrating from existing RingCentral Contact Center to RingCX, MRR for products, services, or offerings not explicitly referenced in these terms and conditions, such as RingCentral Events, third-party products and services, recurring professional service offerings, hardware rentals, and device-as-a-service offerings, except that MRR for an Incentivized Stackable Sale of RingCX will include MRR for third-party products and services that complement RingCX.

Stackable Bonus Illustration:

New MRR	Bonus	Bonus Payout
\$1,000	6X	\$6,000
\$1,000	12X	\$12,000

Residual Bonus Illustration (Example):

Existing Residual Commission or Service Fee	Bonus	New Residual Commission or Service Fee
22%	2%	24%

If (A) an Incentivized Stackable Sale is canceled, in whole or in part, before RingCentral actually receives payment in full of at least nine months' subscription fees (**"Minimum Subscription Fees"**) for the cancelled units of Service sold as part of such Incentivized Stackable Sale or in a manner requiring RingCentral to provide a refund of any portion of the Minimum Subscription Fees already paid to RingCentral, or (B) RingCentral otherwise does not receive the Minimum Subscription Fees, then in each case, RingCentral shall be entitled to a refund equal to the full value of the one-time bonus paid in excess of the cumulative MRR received by RingCentral and not refunded to the Customer. If RingCentral is entitled to a refund of any portion of the bonus paid to you (or your applicable Master Broker) under this Incentive Program, to the extent permitted by applicable law, RingCentral may set off such refund amounts against any amounts owed by RingCentral to you (or your applicable Master Broker). The incremental monthly residual commissions or service fees equal to 2% MRR are subject to the RingCX portion of any Incentivized Stackable Sale remaining active. A cancellation of the RingCX portion of any Incentivized Stackable Sale would result in reverting back to the contracted rate of monthly residual commissions or service fees.

Demo sales, resales, and discounted sales for Partner's internal use do not qualify for this Incentive Program. RingCentral shall pay one-time bonuses under this Incentive Program on or around the last day of the month following the month in which RingCentral received payment from the applicable Customer of all amounts due for the First Payment. The **"First Payment"** means, with respect to an Incentivized Stackable Sale, the first regularly scheduled recurring payment in respect of such Incentivized Stackable Sale from the corresponding Customer. If you registered an Incentivized Stackable Sale under a Master Broker, such Master Broker is solely and exclusively responsible for determining in its sole discretion if, what, and when to pay you for such Incentivized Stackable Sale under this Incentive Program. RingCentral reserves the right

in its sole discretion to modify or end this Incentive Program at any time. Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in your (or your Master Broker's) relevant partner agreement (the "**Partner Agreement**") with RingCentral. Except as expressly provided herein, the Partner Agreement and RingCentral Channel Partner Terms govern this Incentive Program.

Limitations: This Incentive Program is not available for any sales opportunity where Partner has been retained to provide consulting, systems integration, or neutral/objective advice to a governmental entity or a prime or subcontractor under a governmental contract. Partner shall make all required disclosures to any government (including federal, provincial, state or local government) customers, education end users, and customers purchasing products or services that will be reimbursed under a federal or state program or grant in each case describing all potential incentive payments for each transaction for which Partner is claiming an incentive. Partner also certifies that (a) it has not accepted any payments under the Incentive Program to the extent that they relate to the Partner's performance of a government prime contract requiring Partner to provide neutral or unbiased advice to the government with respect to the types of technology products and solutions provided by RingCentral, and (b) that its acceptance of payments under the Incentive Program shall not violate any government rules or regulations, including those relating to conflicts of interest or kickbacks. Partner agrees to indemnify and hold harmless RingCentral for any loss, cost, fine, or other damages resulting from Partner's failure to observe this certification. Partner further acknowledges and agrees that RingCentral may terminate the Incentive Program or Partner's participation in it at any time in RingCentral's sole discretion and that RingCentral may elect to withhold or delay any payment to which Partner 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 or Partner becomes the target of any government action or investigation in any way relating to the Incentive Program, or (iii) RingCentral decides in its sole discretion to discontinue the Incentive Program due to a change in the regulatory environment.

Taxes: ALL FEDERAL, STATE, PROVINCIAL AND LOCAL TAXES, WHETHER LEVIED IN THE UNITED STATES OR ELSEWHERE ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE SOLELY THE RESPONSIBILITY OF THE PRIZE RECIPIENT. In order to claim a prize, Partner may be required to complete (i) an affidavit or declaration of eligibility, liability, and publicity release and (ii) tax form in the United States, as applicable. Partner must sign and return such forms to RingCentral within seven (7) days of being notified by RingCentral of such requirement, or the Partner's prize or bonus may be voided in RingCentral's sole discretion. The prize or bonus value may be treated as ordinary income to the recipient for income tax purposes. Incidental expenses and all other costs and expenses which are not specifically listed as part of a prize or bonus in these terms, and which may be associated with the award or the acceptance, receipt, and use of all or any portion of the awarded prize or bonus are solely the responsibility of the respective recipient.

Disclaimer and Limit of Liability: TO THE FULLEST EXTENT PERMITTED BY LAW, RINGCENTRAL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE, BONUS, OR YOUR PARTICIPATION IN THE INCENTIVE PROGRAM. BY ENTERING THE INCENTIVE PROGRAM OR RECEIVING ANY PRIZE OR BONUS, EACH PARTNER AND/OR WINNER AGREES TO RELEASE AND HOLD HARMLESS RINGCENTRAL AND ITS AFFILIATES (COLLECTIVELY, THE "**RELEASED PARTIES**") FROM ANY AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE INCENTIVE PROGRAM OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTNERS, PRINTING ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE INCENTIVE PROGRAM; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE INCENTIVE PROGRAM; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE INCENTIVE PROGRAM; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM PARTNER'S PARTICIPATION IN THE INCENTIVE PROGRAM OR RECEIPT OR USE OR MISUSE OF ANY PRIZE OR BONUS. IN NO EVENT SHALL RINGCENTRAL BE LIABLE TO ANY PARTNER OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY. RINGCENTRAL'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN THEIR ENTIRETY TO THE CASH VALUE OF THE FIRST PRIZE. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES.



Illuminate the AI journey.

With no limit on the maximum you can earn from each sale, RingCentral Reach partners who upsell 3-year deals for new products to existing customers between January 1 and December 31, 2026 can earn:

4X MRR

Included products:

RingCX

AI Receptionist (AIR)

AI Conversation Expert (ACE)

RingCentral Webinar

RingCentral Video

RingCentral for Frontline Workers

RingCentral AI Workforce Management

RingCentral AI Quality Management

RingCentral Customer Engagement Bundle

TERMS AND CONDITIONS APPLY. FOR MORE INFORMATION, CONTACT YOUR RINGCENTRAL PARTNER MANAGER.

4X Upsell SPIFF Incentive

***Terms and conditions apply:** Offer valid for the Incentive Period. The **"Incentive Period"** is January 1 – December 31, 2026 for all Incentivized Upsells for RingCentral Partners. In order to participate in this 4X UPSELL SPIFF Incentive (**"Incentive Program"**), you must be an active Channel Partner on file with RingCentral (as determined by RingCentral in its sole discretion) who is subject to a RingCentral commissions plan that, aside from temporary incentive payments or spiffs, provides for residual commissions only (i.e., no permanent upfront commissions). To the extent permitted by applicable law and subject to these terms and conditions, RingCentral will pay you (or your applicable master agent or master broker (collectively, **"Master Broker"**)) for each Incentivized Sale registered and closed during the Incentive Period a one-time bonus as follows:

Incentivized Upsell	One-Time Bonus Amount
Upsell to existing customer	4X MRR

An **"Incentivized Upsell"** is a Qualified Sale during the Incentive Period for a three-year or longer initial contract term of a New Product to an existing Customer who is purchasing such New Product for the first time. **"New Product"** means "RingCentral Webinar," "RingCentral Video," "RingCentral for Frontline Workers," "AI Conversation Expert," "RingCX," "RingCentral AI Receptionist," "RingCentral AI Workforce Management," "RingCentral AI Quality Management," or "RingCentral Customer Engagement Bundle," where such products are made available by RingCentral, at its own discretion. An Incentivized Upsell must be registered in accordance with RingCentral's channel policies in order to be eligible for this Incentive Program. Incentivized Upsells must be registered under a RingCentral-brand Partner ID, and Incentivized Upsells are not eligible for any other incentive program for Incentivized Upsells. The Customer account resulting from an Incentivized Upsell (**"Qualified Account"**) must be activated during the Incentive Period. MRR for an Incentivized Upsell is determined at the end of the month in which the applicable Qualified Account is activated and will exclude MRR for products, services, or offerings not explicitly referenced in these terms and conditions, such as RingCentral Events, third-party products and services, recurring professional service offerings, hardware rentals, and device-as-a-service offerings, or RingCX MRR resulting from Customer migrating from existing RingCentral Contact Center to RingCX.

Upsell Bonus Illustration:

New MRR	Bonus	Bonus Payout
\$1,000	4X	\$4,000

If (A) an Incentivized Upsell is canceled, in whole or in part, before RingCentral actually receives payment in full of at least nine months' subscription fees (**"Minimum Subscription Fees"**) for the cancelled units of Service sold as part of such Incentivized Upsell or in a manner requiring RingCentral to provide a refund of any portion of the Minimum Subscription Fees already paid to RingCentral, or (B) RingCentral otherwise does not receive the Minimum Subscription Fees, then in each case, RingCentral shall be entitled to a refund equal to the full value of the one-time bonus paid in excess of the cumulative MRR received by RingCentral and not refunded to the Customer. If RingCentral is entitled to a refund of any portion of the bonus paid to you (or your applicable Master Broker) under this Incentive Program, to the extent permitted by applicable law, RingCentral may set off such refund amounts against any amounts owed by RingCentral to you (or your applicable Master Broker).

Demo sales, resales, and discounted sales for Partner's internal use do not qualify for this Incentive Program. RingCentral shall pay one-time bonuses under this Incentive Program on or around the last day of the month following the month in which RingCentral received payment from the applicable Customer of all amounts due for the First Payment. The **"First Payment"** means, with respect to an Incentivized Upsell, the first regularly scheduled recurring payment in respect of such Incentivized Upsell from the corresponding Customer. If you registered an Incentivized Upsell under a Master Broker, such Master Broker is solely and exclusively responsible for determining in its sole discretion if, what, and when to pay you for such Incentivized Upsell under this Incentive Program. RingCentral reserves the right in its sole discretion to modify or end this Incentive Program at any time. Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in your (or your Master Broker's) relevant partner agreement (the **"Partner Agreement"**) with RingCentral. Except as expressly provided herein, the Partner Agreement and RingCentral Channel Partner Terms govern this Incentive Program.

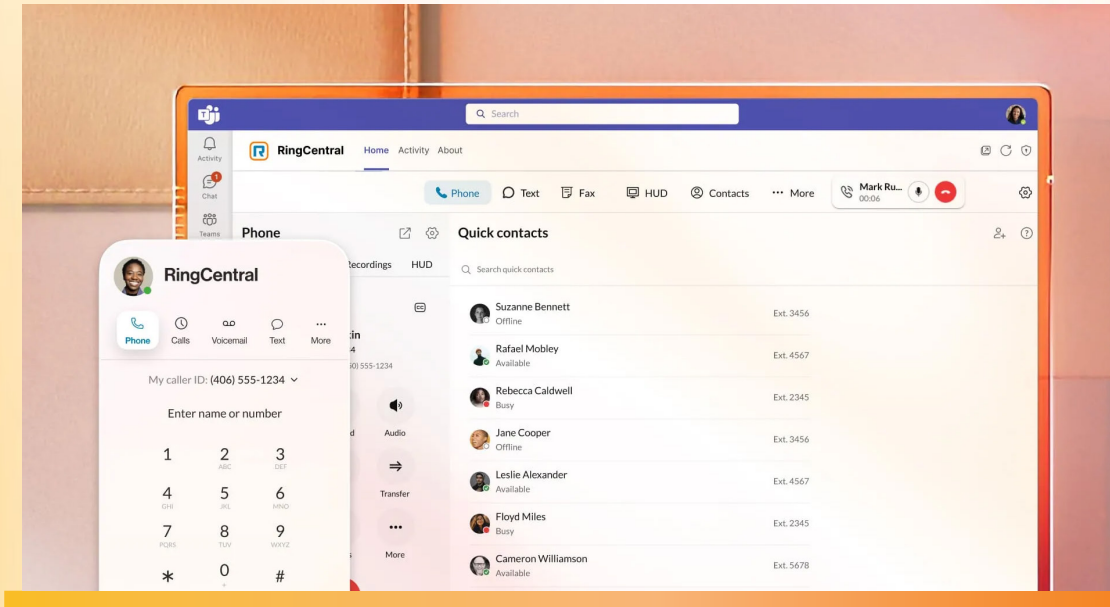
Limitations: This Incentive Program is not available for any sales opportunity where Partner has been retained to provide consulting, systems integration, or neutral/objective advice to a governmental entity or a prime or subcontractor under a governmental contract. Partner shall make all required disclosures to any government (including federal, provincial, state or local government) customers, education end users, and customers purchasing products or services that will be reimbursed under a federal or state program or grant in each case describing all potential incentive payments for each transaction for which Partner is claiming an incentive. Partner also certifies that (a) it has not accepted any payments under the Incentive Program to the extent that they relate to the Partner's performance of a government prime contract requiring Partner to provide neutral or unbiased advice to the government with respect to the types of technology products and solutions provided by RingCentral, and (b) that its acceptance of payments under the Incentive Program shall not violate any government rules or regulations,

including those relating to conflicts of interest or kickbacks. Partner agrees to indemnify and hold harmless RingCentral for any loss, cost, fine, or other damages resulting from Partner's failure to observe this certification. Partner further acknowledges and agrees that RingCentral may terminate the Incentive Program or Partner's participation in it at any time in RingCentral's sole discretion and that RingCentral may elect to withhold or delay any payment to which Partner 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 or Partner becomes the target of any government action or investigation in any way relating to the Incentive Program, or (iii) RingCentral decides in its sole discretion to discontinue the Incentive Program due to a change in the regulatory environment.

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Get paid on third-party products.



RingCentral Reach partners who sell associated third-party RingCX products alongside a RingCX 3-year+ deal can earn:

Full Residuals

on third-party MRR.

Deal must be registered by December 31, 2026
and closed by December 31, 2027.
Dependent on partner contract.

TERMS AND CONDITIONS APPLY*.
FOR MORE INFORMATION, CONTACT YOUR RINGCENTRAL PARTNER MANAGER.

RingCentral

Third-Party RingCX Products Incentive

***Terms and conditions apply:** Offer valid **January 1, 2026 – December 31, 2026** (the “**Incentive Period**”). In order to participate in this Third-Party RingCX Products Incentive (“**Incentive Program**”), you must be an active Channel Partner on file with RingCentral (as determined by RingCentral in its sole discretion) with a direct partner agreement with RingCentral or as a sub-Partner to a master agent or master broker (collectively, “**Master Broker**”) who has a partner agreement with RingCentral.

To the extent permitted by applicable law and subject to these terms and conditions, RingCentral will pay you (or your applicable Master Broker) residual Commissions or Service Fees at the RingCX residual rate under the applicable Partner Agreement, for third-party products and services that complement RingCX, where such third-party products are made available by RingCentral, (“**Third-Party Products**”) that are sold under an Incentivized Sale registered during the Incentive Period.

An “**Incentivized Sale**” is a) a Qualified Sale for a three-year or longer initial contract term of Third-Party Products to a new Customer, b) registered during the Incentive Period, and c) closed before December 31, 2027. Incentivized Sales must be registered under a RingCentral-brand Partner ID, and the Customer account resulting from an Incentivized Sale (“**Qualified Account**”) must be activated by December 31, 2027. MRR for an Incentivized Sale is determined at the end of the month in which the applicable Customer account is activated and will include MRR for Third-Party Products.

If (A) an Incentivized Sale is canceled, in whole or in part, before RingCentral actually receives payment in full of at least twelve months’ subscription fees (“**Minimum Subscription Fees**”) for the cancelled units of Service sold as part of such Incentivized Sale or in a manner requiring RingCentral to provide a refund of any portion of the Minimum Subscription Fees already paid to RingCentral, or (B) RingCentral otherwise does not receive the Minimum Subscription Fees, then in each case, RingCentral shall be entitled to a refund equal to the full value of the one-time bonus paid in excess of the cumulative MRR received by RingCentral and not refunded to the Customer. With respect to the residual Commissions or Service Fees for Third-Party Products under this Incentive Program, if any Customer requests a refund or money-back guarantee or cancels or does not pay for a Third-Party Product and RingCentral has already paid the residual for such refunded, canceled, or unpaid Third-Party Product, then RingCentral shall be entitled to a refund of the portion of the paid residual corresponding to the amount of the MRR refunded to the Customer or otherwise not received by RingCentral. If RingCentral is entitled to a refund of any portion of the bonus paid to you (or your applicable Master Broker) under this Incentive Program, to the extent permitted by applicable law, RingCentral may set off such refund amounts against any amounts owed by RingCentral to you (or your applicable Master Broker).

Demo sales, resales, renewals and discounted sales for Partner’s internal use do not qualify for this Incentive Program. RingCentral shall pay residual Commissions or Service Fees under this Incentive Program in accordance with the terms and conditions governing payment of residual Commissions or Service Fees under the applicable Partner Agreement. If you registered an Incentivized Sale under a Master Broker, such Master Broker is solely and exclusively responsible for determining in its sole discretion if, what, and when to pay you for such Incentivized Sale under this Incentive Program. RingCentral reserves the right in its sole discretion to modify or end this Incentive Program at any time. Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in your (or your Master Broker’s) partner agreement (the “**Partner Agreement**”) with RingCentral. Except as expressly provided herein, the Partner Agreement and [RingCentral Channel Partner Terms](#) govern this Incentive Program.

Commission Amounts:

Commission amounts are awarded to you or your Master Broker and not to any individual(s). You and Master Broker shall not distribute any commission amounts awarded under this Incentive Program to any person or organization outside its organization, except that Master Broker is permitted to distribute such commission amounts to the applicable Partners.

Limitations: This Incentive Program is not available for any sales opportunity where Partner has been retained to provide consulting, systems integration, or neutral/objective advice to a governmental entity or a prime or subcontractor under a governmental contract. Partner shall make all required disclosures to any government (including federal, provincial, state or local government) customers, education end users, and customers purchasing products or services that will be reimbursed under a federal or state program or grant in each case describing all

potential incentive payments for each transaction for which Partner is claiming an incentive. Partner also certifies that (a) it has not accepted any payments under the Incentive Program to the extent that they relate to the Partner's performance of a government prime contract requiring Partner to provide neutral or unbiased advice to the government with respect to the types of technology products and solutions provided by RingCentral, and (b) that its acceptance of payments under the Incentive Program shall not violate any government rules or regulations, including those relating to conflicts of interest or kickbacks. Partner agrees to indemnify and hold harmless RingCentral for any loss, cost, fine, or other damages resulting from Partner's failure to observe this certification. Partner further acknowledges and agrees that RingCentral may terminate the Incentive Program or Partner's participation in it at any time in RingCentral's sole discretion and that RingCentral may elect to withhold or delay any payment to which Partner 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 or Partner becomes the target of any government action or investigation in any way relating to the Incentive Program, or (iii) RingCentral decides in its sole discretion to discontinue the Incentive Program due to a change in the regulatory environment.

Taxes: ALL FEDERAL, STATE, PROVINCIAL AND LOCAL TAXES, WHETHER LEVIED IN THE UNITED STATES OR ELSEWHERE ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE SOLELY THE RESPONSIBILITY OF THE PRIZE RECIPIENT. In order to claim a prize, Partner may be required to complete (i) an affidavit or declaration of eligibility, liability, and publicity release and (ii) tax form in the United States, as applicable. Partner must sign and return such forms to RingCentral within seven (7) days of being notified by RingCentral of such requirement, or the Partner's prize or bonus may be voided in RingCentral's sole discretion. The prize or bonus value may be treated as ordinary income to the recipient for income tax purposes. Incidental expenses and all other costs and expenses which are not specifically listed as part of a prize or bonus in these terms and which may be associated with the award or the acceptance, receipt, and use of all or any portion of the awarded prize or bonus are solely the responsibility of the respective recipient.

Disclaimer and Limit of Liability: TO THE FULLEST EXTENT PERMITTED BY LAW, RINGCENTRAL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE, BONUS, OR YOUR PARTICIPATION IN THE INCENTIVE PROGRAM. BY ENTERING THE INCENTIVE PROGRAM OR RECEIVING ANY PRIZE OR BONUS, EACH PARTNER AND/OR WINNER AGREES TO RELEASE AND HOLD HARMLESS RINGCENTRAL AND ITS AFFILIATES (COLLECTIVELY, THE "**RELEASED PARTIES**") FROM ANY AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE INCENTIVE PROGRAM OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTNERS, PRINTING ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE INCENTIVE PROGRAM; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE INCENTIVE PROGRAM; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE INCENTIVE PROGRAM; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM PARTNER'S PARTICIPATION IN THE INCENTIVE PROGRAM OR RECEIPT OR USE OR MISUSE OF ANY PRIZE OR BONUS.

IN NO EVENT SHALL RINGCENTRAL BE LIABLE TO ANY PARTNER OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY. RINGCENTRAL'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN THEIR ENTIRETY TO THE CASH VALUE OF THE FIRST PRIZE. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES.

No cap on RingCentral Contact Center deals!

With no set maximum on payouts for each sale, RingCentral Reach™ partners who close 3-year RingCentral Contact Center deals with net-new customers by December 31, 2026 can earn:

3XMRR

Given the average deal size of this enterprise-grade contact center solution, the sky's the limit!

no limit

Terms and conditions apply.*

For more information, contact your RingCentral Partner Manager.

RingCentral

3X RingCentral Contact Center SPIFF Incentive

Terms and conditions apply: Offer valid January 1, 2026 – December 31, 2026 (the “**Incentive Period**”). In order to participate in this 3X RingCentral Contact Center SPIFF Incentive (“**Incentive Program**”), you must be an active Channel Partner on file with RingCentral (as determined by RingCentral in its sole discretion) who is subject to a RingCentral commission plan that, excluding any temporary incentive payments or spiffs, provides for residual commissions only (i.e., no contractual upfront commissions). To the extent permitted by applicable law and subject to these terms and conditions, RingCentral will pay you (or your applicable master agent or master broker (collectively, “**Master Broker**”)) for each Incentivized Sale closed during the Incentive Period a one-time bonus equal to 3x MRR. An “**Incentivized Sale**” is a) a Qualified Sale for a three-year or longer initial contract term of the Service named “RingCentral Contact Center” to a new Customer, b) registered with RingCentral, and c) closed during the Incentive Period. Incentivized Sales must be registered under a RingCentral- brand Partner ID, and Incentivized Sales are not eligible for any other incentive program for Incentivized Sales. The Customer account resulting from an Incentivized Sale (“**Qualified Account**”) must be activated during the Incentive Period. MRR for an Incentivized Sale is determined at the end of the month in which the applicable Qualified Account is activated and will exclude MRR for recurring professional service offerings, hardware rentals, and device-as-a-service offerings.

3X Bonus Illustration:

New MRR	Bonus	Bonus Payout
\$1,000	3X	\$3,000

If (A) an Incentivized Sale is canceled, in whole or in part, before RingCentral actually receives payment in full of at least six (6) months’ subscription fees (“**Minimum Subscription Fees**”) for the cancelled units of Service sold as part of such Incentivized Sale or in a manner requiring RingCentral to provide a refund of any portion of the Minimum Subscription Fees already paid to RingCentral, or (B) RingCentral otherwise does not receive the Minimum Subscription Fees, then in each case, RingCentral shall be entitled to a refund equal to the full value of the one-time bonus paid in excess of the cumulative MRR received by RingCentral and not refunded to the Customer. If RingCentral is entitled to a refund of any portion of the bonus paid to you (or your applicable Master Broker) under this Incentive Program, to the extent permitted by applicable law, RingCentral may set off such refund amounts against any amounts owed by RingCentral to you (or your applicable Master Broker).

Demo sales, resales, and discounted sales for Partner’s internal use do not qualify for this Incentive Program. RingCentral shall pay one-time bonuses under this Incentive Program on or around the last day of the month following the month in which RingCentral received payment from the applicable Customer of all amounts due for the First Payment. The “**First Payment**” means, with respect to an Incentivized Sale, the first regularly scheduled recurring payment in respect of such Incentivized Sale from the corresponding Customer. For an Incentivized Sale registered under a Master Broker, such Master Broker is solely and exclusively responsible for determining in its sole discretion if, what, and when to pay you for such Incentivized Sale under this Incentive Program. RingCentral reserves the right in its sole discretion to modify or end this Incentive Program at any time. Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in your (or your Master Broker’s) relevant partner agreement (the “**Partner Agreement**”) with RingCentral. Except as expressly provided herein, the Partner Agreement and [RingCentral Channel Partner Terms](#) govern this Incentive Program.

Bonus Amounts:

Bonus amounts are awarded to you or your Master Broker and not to any individual(s). You and Master Broker shall not distribute any bonus amounts awarded under this Incentive Program to any person or organization outside its organization, except that Master Broker is permitted to distribute such bonus amounts to the applicable Partners.

WARNING: THIS SPIFF MAY CAUSE SUDDEN HAPPINESS.

Between now and December 31, 2026,
RingCentral Reach™ partners can earn:

4X MRR

for RingCentral deals with a 2-year contract.

QUESTIONS? REACH OUT TO YOUR RINGCENTRAL PARTNER MANAGER FOR MORE INFORMATION.

RingCentral



4X RingCentral SPIFF Incentive

Terms and conditions apply: Offer valid **January 1, 2026 – December 31, 2026** (the “**Incentive Period**”). In order to participate in this 4X RINGCENTRAL SPIFF Incentive (“**Incentive Program**”), you must be an active Channel Partner on file with RingCentral (as determined by RingCentral in its sole discretion) who is subject to a RingCentral commissions plan that, aside from temporary incentive payments or spiffs, provides for residual commissions only (i.e., no permanent upfront commissions). To the extent permitted by applicable law and subject to these terms and conditions, RingCentral will pay you (or your applicable master agent or master broker (collectively, “**Master Broker**”)) for each Incentivized Sale registered and closed during the Incentive Period a one-time bonus as follows:

	One-Time Bonus Amount
Incentivized Sale	4X

An “**Incentivized Sale**” is a Qualified Sale during the Incentive Period for a two-year initial contract term of any proprietary RingCentral Service, excluding RingCentral Contact Center and RingCentral Events, to a new Customer. Incentivized Sales must be registered under a RingCentral-brand Partner ID, and Incentivized Sales are not eligible for any other incentive program for Incentivized Sales. The Customer account resulting from an Incentivized Sale (“**Qualified Account**”) must be activated during the Incentive Period. MRR for an Incentivized Sale is determined at the end of the month in which the applicable Qualified Account is activated and will exclude MRR for third-party products and services, recurring professional service offerings, hardware rentals, and device-as-a- service offerings, or RingCX MRR resulting from Customer migrating from existing RingCentral Contact Center to RingCX.

4X Bonus Illustration:

New MRR	Bonus	Bonus Payout
\$1,000	4X	\$4,000

If (A) an Incentivized Sale is canceled, in whole or in part, before RingCentral actually receives payment in full of at least six (6) months’ subscription fees (“**Minimum Subscription Fees**”) for the cancelled units of Service sold as part of such Incentivized Sale or in a manner requiring RingCentral to provide a refund of any portion of the Minimum Subscription Fees already paid to RingCentral, or (B) RingCentral otherwise does not receive the Minimum Subscription Fees, then in each case, RingCentral shall be entitled to a refund equal to the full value of the one-time bonus paid in excess of the cumulative MRR received by RingCentral and not refunded to the Customer. If RingCentral is entitled to a refund of any portion of the bonus paid to you (or your applicable Master Broker) under this Incentive Program, to the extent permitted by applicable law, RingCentral may set off such refund amounts against any amounts owed by RingCentral to you (or your applicable Master Broker).

Demo sales, resales, cloud-to-cloud Mitel sales, and discounted sales for Partner’s internal use do not qualify for this Incentive Program. RingCentral shall pay one-time bonuses under this Incentive Program on or around the last day of the month following the month in which RingCentral received payment from the applicable Customer of all amounts due for the First Payment. The “**First Payment**” means, with respect to an Incentivized Sale, the first regularly scheduled recurring payment in respect of such Incentivized Sale from the corresponding Customer. For an Incentivized Sale registered under a Master Broker, such Master Broker is solely and exclusively responsible for determining in its sole discretion if, what, and when to pay you for such Incentivized Sale under this Incentive Program. RingCentral reserves the right in its sole discretion to modify or end this Incentive Program at any time. Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in your (or your Master Broker’s) relevant partner agreement (the “**Partner Agreement**”) with RingCentral. Except as expressly provided herein, the Partner Agreement and RingCentral Channel Partner Terms govern this Incentive Program.

Limitations: This Incentive Program is not available for any sales opportunity where Partner has been retained to provide consulting, systems integration, or neutral/objective advice to a governmental entity or a prime or subcontractor under a governmental contract. Partner shall make all required disclosures to any government (including federal, provincial, state or local government) customers, education end users, and customers purchasing products or services that will be reimbursed under a federal or state program or grant in each case describing all potential incentive payments for each transaction for which Partner is claiming an incentive. Partner also certifies that (a) it has not accepted any payments under the Incentive Program to the extent that they relate to the Partner’s performance of a government prime contract requiring Partner to provide neutral or unbiased advice to the government with respect to the types of technology products and solutions provided by RingCentral, and (b) that its acceptance of payments under the Incentive Program shall not violate any government rules or regulations, including those relating to conflicts of interest or kickbacks. Partner agrees to indemnify and hold harmless RingCentral for any loss, cost, fine, or other damages resulting from Partner’s failure to observe this certification. Partner further acknowledges and agrees that RingCentral may terminate the Incentive Program or Partner’s participation in it at any time in RingCentral’s sole discretion and that RingCentral may elect to withhold or delay any payment to which Partner 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 or Partner becomes the target of any government action or

investigation in any way relating to the Incentive Program, or (iii) RingCentral decides in its sole discretion to discontinue the Incentive Program due to a change in the regulatory environment.

Taxes: ALL FEDERAL, STATE, PROVINCIAL AND LOCAL TAXES, WHETHER LEVIED IN THE UNITED STATES OR ELSEWHERE ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE SOLELY THE RESPONSIBILITY OF THE PRIZE RECIPIENT. In order to claim a prize, Partner may be required to complete (i) an affidavit or declaration of eligibility, liability, and publicity release and (ii) tax form in the United States, as applicable. Partner must sign and return such forms to RingCentral within seven (7) days of being notified by RingCentral of such requirement, or the Partner's prize or bonus may be voided in RingCentral's sole discretion. The prize or bonus value may be treated as ordinary income to the recipient for income tax purposes. Incidental expenses and all other costs and expenses which are not specifically listed as part of a prize or bonus in these terms, and which may be associated with the award or the acceptance, receipt, and use of all or any portion of the awarded prize or bonus are solely the responsibility of the respective recipient.

Disclaimer and Limit of Liability: TO THE FULLEST EXTENT PERMITTED BY LAW, RINGCENTRAL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE, BONUS, OR YOUR PARTICIPATION IN THE INCENTIVE PROGRAM. BY ENTERING THE INCENTIVE PROGRAM OR RECEIVING ANY PRIZE OR BONUS, EACH PARTNER AND/OR WINNER AGREES TO RELEASE AND HOLD HARMLESS RINGCENTRAL AND ITS AFFILIATES (COLLECTIVELY, THE "**RELEASED PARTIES**") FROM ANY AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE INCENTIVE PROGRAM OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTNERS, PRINTING ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE INCENTIVE PROGRAM; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE INCENTIVE PROGRAM; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE INCENTIVE PROGRAM; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM PARTNER'S PARTICIPATION IN THE INCENTIVE PROGRAM OR RECEIPT OR USE OR MISUSE OF ANY PRIZE OR BONUS. IN NO EVENT SHALL RINGCENTRAL BE LIABLE TO ANY PARTNER OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY. RINGCENTRAL'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN THEIR ENTIRETY TO THE CASH VALUE OF THE FIRST PRIZE. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES.