

Offer Terms

AVAYA CLOUD OFFICE COVID-19 ASSISTANCE PROGRAM

Objective: The Avaya Cloud Office COVID-19 Assistance Program is intended to support schools, healthcare providers, non-profits, governmental entities, and news and media outlets fighting against COVID-19 or facing closure in light of COVID-19 with mission-critical business communication and collaboration tools.

Description: Unless otherwise agreed in writing, the COVID-19 Assistance Program will include the following:

1. **Eligible Participants:** The following entities that are either facing closure as a result of COVID-19, fighting COVID-19, or helping communities respond to COVID-19:
 - K-12 schools and community colleges
 - Non-Profit organizations (e.g., health and welfare agencies)
 - Governmental entities
 - Healthcare providers
 - News and media entities (e.g., TV networks, radio stations, newspapers, magazines, web pages and blogs)
2. **What is included:**
 - **Existing Customers (no enrollment required):**
 - For Customers with Avaya Cloud Office Essential subscriptions, we will, effective immediately, increase video meeting capacity to 100 participants per video meeting until June 30th, 2020. Unless this Avaya Cloud Office offer is expressly extended beyond June 30th, 2020, the video meeting capacity will return to the entitlements the Customer had prior to the adjustments made under this program.
 - **New Customers:**
 - Eligible entities in the United States will receive a reasonable number of Premium edition digital lines including telephone numbers and video meetings up to 200 participants until either party terminates the services, by providing to the other party a 30 day written notice.
3. **Covered Countries**
 - Eligible Participants must be entities established in the United States.
 - Global Office:
 - Eligible Participants enrolling in this program from one of the Covered Countries could request Global Office Digital Lines in the countries in which those services are currently available.
 - A list of the Global Office countries could be found here [link](#)
4. **Term:**
 - For existing Essentials-Tiered Customers: The increased video meeting capacity will be provided until June 30th, 2020, unless expressly extended.
 - For new Customers: The services will be provided free of charge until either party terminates the services, by providing to the other party a 30 day written notice.
5. **Remote Implementation Support for New Customers:**
 - Up to 2 hours of remote support services to assist New Customer to set up the system and access to on-line training to administer the system
6. **Promotion Enrollment Expiration Date:**
 - Customer must enroll by June 15, 2020 (all enrollment forms must be duly executed and accepted by Avaya prior to that date).
7. **Commitment:**
 - No commitment to purchase the services is required.

Limitations:

- I. Excludes toll free numbers and minutes, international numbers, international long-distance, and any other usage related charges.
- II. Excludes porting of existing telephone numbers.
- III. Excludes telephones and any other equipment.
- IV. RingCentral and Avaya reserve the right to stop offering this program at any time at its sole discretion without prior notice, and reserve the right to accept or reject participation at its sole discretion.
- V. Participation in the plan is subject to agreement to the Enrollment Terms.
- VI. RingCentral and Avaya reserve the right to request evidence of residency or other proof of eligibility.
- VII. For existing customers, this Assistance Program shall not be interpreted in any way in which will reduce the Customer obligations under existing Contracts with Avaya, RingCentral or its subsidiaries and affiliates.
- VIII. Other restrictions may apply.
- IX. Free services are offered for participant's internal use only. The number of free licenses to be provided shall be reasonable and determined at RingCentral's sole discretion taking into account the number of employees of the participant affected by the COVID-19 crisis.



**AVAYA CLOUD OFFICE
COVID-19 ASSISTANCE PROGRAM
Enrollment Form
New Customers**

"Customer", "You":		
Address:		
"Your Country":	USA	
"Services*":	Description	Quantity (Digital Lines)
	Avaya Cloud Office, Premium Edition	
	Global Office [Country]	
"Assistance Period":	Each party may terminate the Services by providing a 30-day written notice to the other party.	
"Start Date"	Day in which RingCentral receives Customer agreement to this Enrollment Form	

Avaya appreciates the opportunity to support you during this difficult time and to be able to help you get back to business. To start with your Services we need your acceptance to the following terms and conditions:

- The provision and use of the Services shall be governed by the terms and conditions set forth in the RingCentral Online Terms of Service at the following URL <https://www.ringcentral.com/legal/eulatos.html> except that the subscription fee for the Services will be waived during the Assistance Period; other charges may apply for certain services and certain uses of the Services, such as toll free numbers and minutes, international numbers, international long-distance.
- Assistance Period: Due to the uncertainty of the current situation, the Services will be offered for free for an undefined period of time. Each party may terminate these free services by providing a 30-day written notice to the other party.
- If You require help to setup the Services, the Avaya Cloud Office Professional Services team will provide remote support free of charge for up to 2 hours and access to on-line training to administer the system. Please contact your Account Executive to schedule your support. Professional Services included in this offer does not include number porting assistance or on-site support.
- Customer may request Global Office Digital Lines in the countries in which those services are currently offered. A list of the Global Office countries may be found here <https://www.ringcentral.com/office/features/global-office-communications/solutions.html>.
- Avaya Cloud Office Digital Lines that we agree to add to Your account, as well as any additional Avaya Cloud Office Digital Lines added to Your account under this program, will be part of the Services and will be subject to these terms and conditions.
- If You are in the United States You are considered Covered Entity or Business Associate as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Services will also be subject to the Business Associate Agreement which may be found here <https://netstorage.ringcentral.com/documents/customer-baa.pdf>
- Participant represents and warrants that it meets and will continue to meet the following conditions: i) Participant is (a) an educational institution (K-12 or community college), a non-profit organization (health and welfare agencies), a healthcare provider, a governmental entity, or an entity dedicated to broadcast news and information (e.g. TV networks, radio stations, newspapers, magazines, web pages and blogs), and (b) is facing closure as a result of COVID-19, is fighting COVID-19, or is helping communities respond to COVID-19; ii) the Services will be used for internal use only and for educational purposes or community services related to fighting and responding to the COVID-19 virus; iii) the Customer's main place of business is in the US,. Customer further agrees to provide proof of eligibility and satisfaction of these conditions upon RingCentral or Avaya's request and RingCentral or Avaya will have the right to terminate or suspend the Services at any time without prior notice if at RingCentral or Avaya's discretion the Customer is not eligible for participation.

To start Your free of charge Services, please acknowledge your acceptance of the terms and conditions hereof by June 15, 2020. To do so, you could either sign and return this document or, if that is not possible under the circumstances, please simply respond to this email expressing your agreement, full name and title.

We appreciate the opportunity to assist you during this time.

Customer

**Avaya Inc.
(Authorized agent of RingCentral Inc.)**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____