Service Description

Digital Island

RING CENTRAL

RING EX & CX / AIA / AIR / ACE

1 SERVICE OVERVIEW

1.1 Overview

Digital Island RingCentral is a Cloud PBX and contact centre solution that delivers cloud-based telephony and communication features for business customers. It is part of Digital Island's Cloud Communications suite, delivered on the RingCentral platform. It provides a way to manage business communications with features accessible on IP desk phones, desktop/PC softphones, and mobile apps, with options for advanced AI capability, and contact centre functionality.

1.2 Key Capabilities

- **Cloud phone system (RingEX):** A cloud phone system with auto-attendants, call routing, voicemail, hunt groups, extensions and number porting, delivered over the internet with no on-site PBX.
- **Unified communications (RingEX):** Team messaging, video meetings and phone calling in one app, available on Windows, Mac, web, iOS and Android, so staff can work from any location or device.
- **Contact centre (RingCX):** An omnichannel contact centre for voice and digital channels, with queue management, agent tools, call recording, and reporting and analytics.
- **Video meetings and webinars:** Video calling, external meetings, webinars and events.
- **AI features:** Advanced AI Tools such as call transcription, summaries, insights and much more.
- **Integrations and APIs**: Integrations with Microsoft Teams, Microsoft 365, Google Workspace and CRMs such as Salesforce, plus open APIs for custom workflows.
- **Security and compliance**: Encryption in transit and at rest, and certifications including ISO 27001 and SOC 2..
- **Resilience and global reach**: A cloud platform built for high availability with a published uptime SLA, in-country data hosting in Australia, and 24/7 monitoring.

1.3 Services

The RingCentral product comprises of the following services, with customer specific details specified in the proposal, agreement or statement of work:

- **RingEX (cloud phone system / UCaaS):** business calling, messaging, video meetings, call recording, delivered per user under the Core, Advanced or Ultra licence selected.
- **RingCX (contact centre / CCaaS):** contact centre / customer engagement functionality, delivered per agent under the Standard, Advanced or Ultra licence selected.
- **Optional add-ons:** AI Receptionist, Call Queues Booster, AI Conversation Expert, Webinar and more
- **Professional services:** design, configuration, migration, training and project management of the solution implementation.

2 PRICING

2.1 Monthly Licence Fees

Digital Island RingCentral UCaaS uses a licensing model where individual users are assigned licences based on the service offering. A minimum of three users is generally required to subscribe to the service. Pricing is dependent on the licence assigned to each user, and is generally made up of following items:

- RingCentral RingEX Licence (cloud phone system / UCaaS) — use the service via a web softphone, mobile app (iOS or Android), Microsoft Teams Phone System, or a physical handset. Team messaging, video meetings, and more unified communication features includes as standard.
- RingCentral RingCX Agent Licence (contact centre / CCaaS) — includes contact centre modules for omnichannel interaction, call flows, reporting, full-time recording and much more.
- Additional Fees for add-on service such as QueueBooster (per Agent), AI Features, additional CX features, extended recording storage and more.
- **All costs will be provided in the proposal agreement or Statement of Work (SOW).**

Note that monthly license billing starts once a functional environment is made available for testing and signoff. By default the billing will start for the full allocation of licenses unless specifically agreed with the project delivery team.

2.2 Usage based Fees

Some services are charged on a usage basis, including when a set allocation limit has been exceeded

- RingEX Licences are generally provided with an allocation of outbound calling minutes to NZ Landlines and Mobiles (specified in the proposal, agreement or SOW). Any calling to NZ Landlines and Mobiles beyond this usage allocation will be charged for.
- RingCX Licences have no outbound calling allocation, and all outbound calling will be charged for.
- Calling to International calling destinations will be charged for on a per min basis, with calling rates dependent on the calling destination.
- Some AI based features such as AI Personal Assistant and AI Receptionist are provided with an allocation of minutes, and any usage beyond this allocation will be charged for, usually on a bundle of minutes basis.
- Any additional usage charges for messaging services or similar utilised through RingCentral such as SMS, WhatsApp, or any other external service.
- Charges for additional Direct Dial Numbers (DDIs) beyond the one DDI per RingCentral licence included as standard.
- All usage based fees will be billed in following month, depending on the instance billing cycle.
- **Details of usage costs and associated usage allocations will be provided in the proposal agreement or Statement of Work (SOW).**

2.3 Implementation Fees

Digital Island RingCentral is implemented by our expert Service Delivery team. This process may include: detailed solution design, call flow mapping, user configuration, hardware configuration, provisioning and number porting. Project management and training options are also available. Site audit and installation fees apply based on number of sites, remote vs onsite installation, user numbers and solution complexity.

Implementation fees are generally invoiced in a milestone based approach, using the following milestones:

#	Milestone	Description
1	Execution of Proposal / Statement of Work	50% of Implementation Fee
2	Design completion	25% of Implementation Fee
3	Go-Live	25% of Implementation Fee

Detailed pricing information, including any potential additional costs for customisations or integrations, will be provided in the proposal agreement or Statement of Work (SOW).

2.4 Professional Services Fees

Professional Services Fees cover any consulting, design, implementation, integration, customisation, training, or advisory activities that fall outside the scope of the initial implementation. These services are typically delivered on a fixed-scope basis and may include solution enhancements, workflow development, system integrations, reporting improvements and specialist technical expertise. Where required, Professional Services will be scoped and quoted separately, with the associated fees detailed in a proposal, quotation, or Statement of Work (SoW).

Simple moves, adds and changes (MAC's) are usually completed with only verbal or email approval required, with a minimum of ½ hour at applicable professional services rates (please refer to Professional services rates card).

2.5 Pricing Notes

- Charges for Service Requests will be charged at the rates listed above.
- When using the mobile app, you will need a mobile data connection when not connected to WiFi.
- Calls made through soft clients will be treated as originating from New Zealand unless otherwise specified in your contract.
- Calls to premium destinations are not included in the calling allocation.
- For other pricing terms, please refer to clause 7 (Charges and Credits) of the Digital Island General Terms.

3 SUPPORT

3.1 Support Options

Digital Island provides support level options for our RingCentral UCaaS so that you can choose a level according to your business needs. The support contract is limited to the RingCentral UCaaS solution only and doesn't apply to any separate services you may have with Digital Island.
The following table outlines the metrics which apply to these different tiers:

	Self Service	Support Contract
Price	Included in license	Monthly charge per agreement
Access and Channels		
Self-Service Portals	●	●
Email Support	●	●
Help Desk Phone Support	●	●
Coverage & Incident Management		
Standard Support Hours	8am – 6pm	8am – 6pm
Fault / Outage Response	Business Hours	24 x 7 (P1/P2)
Change & Incident Management	-	●
Moves, Adds, & Changes*		
Simple MAC's	Refer to Professional Services Ratecard	
Complex MAC's	Refer to Professional Services Ratecard	
After Hours Changes/Responses	Refer to Professional Services Ratecard	
Service Level Targets		
Priority Response (P1 / P2 / P3) *Measured in business hours*	Best Effort	2h / 8h / 24h
MAC Request Turnaround (Simple/Complex)	Best Effort	2 days / TBC
Vendor Escalation		
Upstream Vendor Support	Best effort	Managed & tracked by us
Business Growth & Roadmap		
Roadmap / Enhancement Workshop	Emailed Updates	Bi-Annual

- *For fault / outage responses after hours (included with the Support Contract option), this only applies to P1 / P2 events, and must be phoned in (as opposed to email / chat etc).*
- *Simple MACs are defined as any administrative tasks that can be completed by a customer's solution administrators within the portals the solution provides.*
- *Complex MACs are defined as when Tier 2/3 Solution Engineers are required to undertake the changes on your behalf and may be escalated to a dedicated project where scope requires.*
- *MACs are charged in 30 minute increments, and are considered to be undertaken during standard business hours unless otherwise negotiated.*

4 TECHNICAL CONSIDERATIONS

4.1 Recording retention

RingEX: Call recordings are stored by RingCentral for up to 90 days from the date of recording and are then automatically and permanently deleted. Deleted recordings cannot be recovered. Retention periods vary by product and account type (for example, video meeting recordings and some compliance-configured accounts) and are set by RingCentral. The Customer is responsible for downloading or archiving any

recordings it needs to keep for longer, including to meet its own legal, regulatory or record-keeping obligations. We do not store or back up recordings on the Customer's behalf and are not liable for recordings deleted in accordance with RingCentral's retention policy.

RingCX: By default, call recordings are retained for 30 days. There are several options for longer term retention, if required these should be discussed and confirmed with your Digital Island representative.

4.2 Data Retention

This table shows how long your data remains on RingCentral's servers before it's deleted, as well as any other limitations. These policies are subject to change.

Data type	Time on servers	Other limitations
Automatic call recordings	RingEX: 90 days RingCX: 30 days (default)	RingEX: 100,000 recordings per account RingCX: No Limit
On-demand call recordings	90 days	200 recordings per voicemail box per user
Received voicemails	No limit	Once you've received 200 voicemails, the oldest ones will be replaced with new messages.
Received faxes	No limit	Once you've received 200 faxes, the oldest ones will be replaced with new faxes.
Sent faxes	30 days	N/A
Text and multimedia messages (SMS & MMS)	No limit	5,000 messages for every user in each of these folders: Inbox, Outbox, Sent, Deleted
Call log	12 months for most accounts	N/A
Messaging	Default option: Keep all messages Other options: 30, 60, 90, or custom number of days	When this setting is changed, that change resets the deletion clock. For example, if you change the policy from 30 days to 60 days on June 1, only conversations that happen on or after June 1 will be deleted once 60 days have passed.
AI notes	12 months	N/A

Data stored in the Analytics Portal has its own specific data retention policy.

Data type	Time on servers
Adoption and Usage	6 months
Company Numbers	6 months
Live Reports	24 hours
Line of Business Analytics	6 months
Performance Reports	6 months
Quality of Service data	6 months
Rooms and Devices data	6 months

4.3 Third-party systems and integrations

The Services may be configured to connect or interoperate with software, platforms, applications, systems or services that are not supplied by Digital Island or RingCentral, including customer relationship

management, helpdesk, collaboration, productivity, payment, analytics and other business systems (Third-Party Systems).

Third-Party Systems are not part of the Services. The Customer is solely responsible for its Third-Party Systems, including:

- Obtaining and maintaining all licences, subscriptions, accounts and access rights required to use them
- Complying with the terms and conditions, acceptable use policies and fees of the relevant third-party provider
- The configuration, performance, availability, security, support and maintenance of those systems
- The accuracy, integrity, backup and lawful handling of any data held in, or transferred to or from, those systems
- Ensuring those systems remain compatible with the Services, including following upgrades or changes by either party.

Where Digital Island configures or assists with an integration at the Customer's request, it does so on a reasonable-endeavours basis and solely in relation to the Services. Digital Island does not warrant that any integration will be uninterrupted, error-free or continue to function if the Third-Party System or its application programming interfaces change. Support for integrations is limited to the Services' side of the connection unless otherwise stated in the agreement, proposal or statement of work.

4.4 Customer Instance Management

Your Digital Island RingCentral instance is a UCaaS (Unified Communications as a Service) solution delivered on RingCentral's cloud infrastructure under a wholesale/partner arrangement with Digital Island. Digital Island remains your primary point of contact and manages the relationship end-to-end, allowing you to focus on using the system rather than the underlying platform.

4.5 Infrastructure Location

The Services are provided using RingCentral's cloud platform, which is hosted in Amazon Web Services (AWS) data centres in Australia. Customer Data, including call recordings, voicemail, call logs and messages, is stored in this region.

4.6 Security and Privacy

- RingCentral maintains an information security and privacy program for its cloud platform that it is independently audited or certified against recognised standards, including ISO/IEC 27001, 27017 and 27018, and SOC 2, with a SOC 3 report published on its website. Customer Data is protected by encryption in transit and at rest, together with access controls on the systems that host it. RingCentral acts as a processor of Customer Data, which it handles in accordance with privacy laws.
- If a system issue is caused by not following the RingCentral End User Terms (see Terms & Conditions, below) or overriding our security recommendations, Digital Island may seek financial compensation based on the impact.

4.7 Privacy

To the extent that Digital Island or RingCentral receive or hold Personal Information (as that term is defined in the Privacy Act 2020) in connection with the Deliverables and this Agreement, Digital Island will and will ensure that RingCentral at all times:

- Comply with the New Zealand Privacy Act 2020 (and associated applicable codes of practice)
- Access, use and process Customer Data only for the purposes of providing the Deliverables in accordance with this Agreement and for no other purpose

- Take reasonable steps to protect all Customer Data from loss, destruction or damage and unauthorised access, use, modification and disclosure; and
- Immediately notify the Customer of any loss, destruction or damage or unauthorised access, use, modification or disclosure of any Customer Data and provide the Customer with such assistance, access or information as is reasonably necessary in order for the Customer to fulfil its legal obligations in the event of such an unauthorised access, use, modification or disclosure.

4.8 Resiliency and Availability

The Services are delivered from RingCentral's cloud platform, which is designed for high availability. RingCentral's architecture uses multiple layers of redundancy across network, systems and data centres, and is designed to operate in an active-active configuration so that a failure in one component or facility is handled by another.

RingCentral monitors the platform 24 hours a day, 7 days a week through its Network Operations Centre. and has comprehensive incident management processes for service degradation, outages and disaster events.

RingCentral provides for a service availability uptime target of 99.99%, measured by RingCentral monthly.

4.9 Emergency Calling

Cloud PBX, and Contact Centre services rely on internet connectivity, so calling ability will likely be lost in the event of a power failure. Digital Island recommend a mobile calling device is prepared for any such emergencies.

Where the RingCentral End User Terms (including the RingCX addendum) refer to 999, 112 or 911 emergency calling, those references do not relate specifically to New Zealand.

4.10 AI Features

The RingCentral platform may utilise and/or incorporate artificial intelligence features (such as AI-generated call summaries or transcription). In accordance with clause 13(b) of the Digital Island General Terms, Digital Island discloses that:

- AI outputs are informational only and should not be the sole basis for material decisions.
- RingCentral's AI models may derive "Inferences" (patterns and associations) from your use of the service, which the RingCentral End User Terms assign to RingCentral.
- You are responsible for obtaining any consents needed from your own end users before enabling call recording or AI features.

4.11 Analogue Devices

Analogue devices won't work on Digital Island RingCentral UCaaS without a VoIP converter. Before migrating, ensure these devices will function as needed. Devices that may be affected include fax machines, EFTPOS terminals, lift phones, and monitored alarms.

4.12 Minimum User Computer Specifications

The RingCentral desktop app requires Windows 10 (64-bit) or later, or macOS 11 (Big Sur) or later. RingCentral recommends a 6th-generation Intel Core i3/i5/i7 (or AMD equivalent) processor or newer with at least 8 GB of RAM. The RingCentral app is also available on a current version of Chrome, Firefox, Safari or Edge, and on supported iOS and Android devices. The Customer is responsible for providing compliant equipment, operating systems and a suitable internet connection. Requirements are set by RingCentral and may change.

4.13 Terminal / Virtual Desktop Environments

Virtual desktop environments like Citrix, VDI etc. may require additional work and/or testing. It is recommended to engage with a Digital Island solutions consultant to assess requirements.

4.14 Power / Network Failure

This service relies on cloud-based services for communication, so a power or other failure affecting web and network services will impact calling. To mitigate this risk we recommend:

- Uninterruptible Power Supply (UPS): a UPS for critical devices such as computers, routers, and modems provides temporary power during short outages and allows for a controlled shutdown if power is not restored quickly.
- Backup internet connection: a secondary internet connection (e.g. a mobile hotspot) can help maintain connectivity for essential operations if the primary connection fails.

4.15 Data Transmission

RingCentral calling is not suitable for use by data-transmitting devices, including but not limited to EFTPOS terminals, alarm monitors, fire alarms and facsimile machines.

5 PROJECT / IMPLEMENTATION CONSIDERATIONS

RingCentral implementation projects are generally delivered in line with the principles outlined below. Please note that not all elements will apply to every project.

5.1 Variation Requests

Once the design is approved, a change freeze will be entered. Any changes (including to volumes and features) must be agreed to via the variation process outlined below.

Digital Island will only be authorised to perform work that is specifically listed in the In-Scope section above. Any additional work will be treated as a Variation and must be requested in writing. Digital Island will complete a Project Variation Request, which will be circulated for approvals by both parties. No work related to the variation will commence until both Digital Island and the Customer have provided written approval.

5.2 Acceptance Testing

Will be completed iteratively as design and development activities progress. Final acceptance testing will be required as sign-off prior to production go-live.

5.3 Risks

Digital Island will maintain a risk register that will be shared with you at regular project update meetings to ensure all current, outstanding, and anticipated risks are surfaced timeously.

5.4 Post Install Review

Digital Island will meet with the Customer at project completion to review the success of the Project in providing the Deliverables.

5.5 Assumptions and Constraints

RingCentral implementation projects are generally delivered using the assumptions and constraints outlined below.

- The Customer has disclosed all relevant information that could impact on Digital Island's ability to accurately forecast and plan the Deliverables under this Agreement.

- The Customer will take reasonable steps to protect its own data and not change the environment during the project.
- Customer will prioritise resources and requests to ensure timely delivery of all requested tasks and requests.
- All customer personnel assigned to the Project will be knowledgeable about the current business practice in their respective areas and capable of performing their appropriate tasks as part of the Project.
- Unless expressly agreed by Digital Island, all Digital Island standard processes will apply to the Deliverables and will not be modified to meet the customer's standard requirements for any such processes (if any).
- Customer will be responsible for all organisational change management processes.
- Work will be performed largely remotely with onsite requirements as agreed.
- The customer will provide a project management resource to facilitate change requests, internal communications, and manage any internal processes requirements.
- If applicable, customer will schedule training sessions for operators and agents against training dates and times provided by Digital Island.
- Customer will confirm that agent workstations, browsers, headsets, networking infrastructure and internet access will be fit-for-purpose and not impact performance of the RingCentral solution.

5.6 Inaccuracy

Where a party becomes aware that any assumption listed is materially incorrect, the party must promptly notify the other party in writing, providing reasonable details of the inaccuracy. The parties will in good faith assess the impact of the incorrect assumption on the project Milestones, Deliverables and Fees and agreed any changes to Milestones, Fees and Deliverables in accordance with the following principles:

- Where the incorrect assumption is a result of the Customer's error or omission, the Milestones, Deliverables and/or Fees will be adjusted to reflect the incorrection assumption.
- Where the incorrect assumption is a result of Digital Island's error or omission any necessary changes to the Deliverables will be made at no additional cost to the Customer.

Where the parties are unable to agree on any matters arising due to an inaccurate assumption, the matter will be dealt with in accordance with the Dispute process in the General Terms and Conditions.

5.7 Project Constraints/Risks

Where constraints or risks are identified to the project they will be assessed on the basis of probability (chance that the risk will be realised during this Project) and impact (degree to which a realised risk will affect the Project execution or solution delivery) of the Deliverables being impacted.

Constraints and Risks may be assessed as:

- High (requires attention to ensure successful solution delivery), or
- Medium (action to be taken at Project Managers discretion) and
- Low (unlikely to require attention, project objectives safe)

Where a risk is identified as High, the Customer acknowledges that Digital Island will use all reasonable care and skill to avoid or mitigate the constraint/risk but does not guarantee the successful delivery of the Project should the constraint/risk be unable to be avoided or mitigated.

5.8 Out of Scope

In general, the following are considered Out-of-Scope for standard RingCentral implementations (unless

specifically included as in scope in the proposal agreement or statement of work) and will incur additional costs as per the variation management process if required:

- **Existing Systems** – Cancellation and / or removal of existing PBX, SIP, carrier or telephony services, and remediation of existing network, internet or telephony issues.
- **Custom Development** – Custom application development, bespoke reporting beyond standard RingCentral capability, advanced workflow automation, and integrations with other systems not specifically agreed.

6 RESPONSIBILITIES

6.1 Customer Responsibilities

- Any network infrastructure, computer, and mobile device preparation, as referenced on our requirements page.
- Any third-party application preparation, configuration, and licensing, including costs incurred by engaging external providers.
- Your network, including broadband connection, security, and notifying Digital Island of network changes.
- Ensuring you have a suitable environment for network terminating equipment.
- Appropriate music licences for any music you upload to be used by the service.
- Accepting the RingCentral End User Terms as a condition of using this service (see Terms & Conditions, below).
- Alternative means for making emergency calls.
- Investigating continued operation of any analogue devices before migrating to Digital Island RingCentral UCaaS.

After implementation, you are responsible for:

- Providing complete and accurate information as reasonably required for Digital Island to fulfil its obligations under the signed agreement.
- If applicable, providing Digital Island, its personnel, and subcontractors with access to the site(s) during business hours, or as otherwise agreed.
- Complying with any additional responsibilities outlined in the key terms of the agreement.
- Managing changes via the self-service portal or paying a one-off fee for Digital Island to complete service requests.

6.2 Digital Island Responsibilities

Digital Island will:

- Deliver the agreed services with reasonable care and skill, in line with industry standards.
- Use reasonable commercial endeavours to meet the milestones set out in the signed agreement.
- Take reasonable steps to correct any failures or deficiencies in the deliverables.
- Where RingCentral suspends or limits the service independently of any breach by you, use reasonable endeavours to notify you as soon as practicable and assist in resolving the issue with RingCentral (see Terms & Conditions, below).
- Comply with any additional responsibilities outlined in the key terms.

7 TERMS & CONDITIONS

7.1 Product Specific Terms:

- The Initial Term shall commence on the date that services are implemented and shall remain in effect for the term stated in the proposal, agreement or statement of work (SOW). The Agreement shall automatically renew upon the expiration of the Initial Term for additional one year periods (each a Renewal Term), unless either party gives the other party written notice of non-renewal at least thirty days prior to the end of the Initial Term or any Renewal Term.
- You are responsible for all costs and actions related to end-user fraud, including subscription fraud, cloning fraud, fraud from use of the service, hacking, fraudulent service subscriptions, or use on lost or stolen devices you haven't deactivated. This also includes fraud by agents, employees, or representatives.
- From time to time, we may need to make updates to phone firmware and platform software associated with this service. We will inform you at least 5 business days before these updates are made, except where required to remedy a P1 or P2 service incident.

7.2 Third Party Terms — RingCentral End User Terms

- This service is delivered using RingCentral's cloud communications platform. As a condition of use, you agree to be bound by and comply with the RingCentral End User Terms for UCaaS and, where RingCX is used, the End User Terms for RingCX (together, the "RingCentral End User Terms"). You can find the RingCentral End User Terms at https://digitalisland.co.nz/about-us/terms-conditions-home/vendor-terms
- The RingCentral End User Terms are Third Party Terms for the purposes of clause 5.5 of the Digital Island General Terms and form a separate, direct agreement between you and RingCentral. This Service Description does not vary, and cannot override, the RingCentral End User Terms as between you and RingCentral.

7.3 Liability and Governing Law

- As between you and Digital Island, liability in connection with this service is governed by clause 15 (Liability) of the Digital Island General Terms
- The RingCentral End User Terms separately impose RingCentral's own liability cap and governing law/forum (currently Californian law and courts) on any claim you make directly against RingCentral. This does not affect Digital Island's own obligations to you described above.

7.4 Suspension and Termination

- Digital Island may suspend or restrict this service in accordance with clause 8.5 of the Digital Island General Terms, and may terminate in accordance with clause 14.
- RingCentral may independently suspend or limit the underlying platform under the RingCentral End User Terms, including without notice where it suspects fraud, illegal use, or breach of the RingCentral Acceptable Use Policy. Where this happens through no fault of yours under your agreement with Digital Island, Digital Island will use reasonable endeavours to notify you as soon as practicable and assist in resolving the suspension with RingCentral, and you will not be liable for Digital Island's Termination Charges to the extent the loss of service was solely caused by RingCentral's action and not by your own breach.

7.5 Digital Island General Terms

You can find our General Terms on our website: www.digitalisland.co.nz/about-us/terms-conditions-home