



**Oakland-Alameda County
Coliseum Authority**

**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY
SPECIAL MEETING**

**NOTICE AND AGENDA
BOARD OF COMMISSIONERS MEETING
ORACLE ARENA PLAZA CLUB
7000 COLISEUM WAY
OAKLAND, CA 94621**

**Friday, May 31, 2019
9:00 a.m.**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. OPEN FORUM**
- 4. NEW BUSINESS**
 - 6a. Resolution approving and authorizing the execution of a Naming Rights Agreement between the Oakland Alameda County Coliseum Authority and Ring Central, Inc. for the Oakland Alameda County Coliseum for a term of 3 years with a unilateral option for RingCentral to extend the term for up to 18 additional months and payment of an annual fee to the Authority of \$1,000,000.
- 5. CLOSED SESSION**
- 6. REPORT FROM COUNSEL ON CLOSED SESSION**
- 7. ADJOURNMENT**

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

RESOLUTION NO. 2019-___

RESOLUTION AUTHORIZING AND APPROVING NAMING RIGHTS AGREEMENT WITH RINGCENTRAL, INC. FOR THE OAKLAND ALAMEDA COUNTY COLISEUM AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXPEND UP TO \$200,000 FOR AUTHORITY COSTS TO IMPLEMENT THE NAMING RIGHTS AGREEMENT

WHEREAS, the Amended and Restated Joint Exercise of Powers Agreement ("JPA Agreement") between the City of Oakland ("City") and the County of Alameda ("County") established the Oakland-Alameda County Coliseum Authority ("Authority") whose powers are exercised by a Board of Commissioners appointed by the City and the County; and

WHEREAS, RingCentral, Inc. desires to purchase the right to name the Oakland Alameda County Coliseum "RingCentral Coliseum" and the Authority is willing to sell such naming rights to RingCentral on the terms and for the fee set forth in the Naming Rights Agreement mutually negotiated by the parties (the "Naming Rights Agreement"); and

WHEREAS, the Naming Rights Agreement provides for a term of three years and grants RingCentral the unilateral right to extend the term for a period of not less than 12 months and not more than 18 months; and

WHEREAS, the Naming Rights Agreement obligates RingCentral to pay a fee to the Authority of \$1,000,000 annually, prorated for the optional extended term; and

WHEREAS, the Naming Rights Agreement requires the Authority to expend approximately \$200,000 for costs to implement the agreement, including minor exterior painting, sharing of costs for CalTrans signage, and sharing of costs for jackets, uniforms, hats, caps, name tags, and business cards; and

NOW THEREFORE BE IT RESOLVED that Board does hereby adopt the Naming Rights Agreement, a copy of which is attached to this Resolution; and

BE IT FURTHER RESOLVED that the Authority's Executive Director is authorized to spend up to \$200,000 to implement the Naming Rights Agreement and to perform the Authority's financial obligations set forth in the Naming Rights Agreement.

PASSED AND ADOPTED by the governing board of the Oakland-Alameda County Coliseum Authority, this ___ day of May, 2019, by the following vote:

Ayes:

Noes:

Absent:

LARRY REID, CHAIR

ATTEST:

SECRETARY



**Oakland-Alameda County
Coliseum Authority**

May 31, 2019

STAFF REPORT

Item 6a. Resolution approving and authorizing the execution of a Naming Rights Agreement between the Oakland Alameda County Coliseum Authority and Ring Central.

Background. Ring Central is a publicly trade provider of cloud-based communications and collaborations solutions for businesses, it is headquartered in Belmont, California and in the United States has offices in Denver, Charlotte, and Boca Raton, with international offices in Toronto, Singapore, Manila, China, and Russia. Ring Central has been recognized as the #1 worldwide market share leader in both revenue and subscriber seats for Unified Communications as a Service.

The company was founded in 1999 by CEO Vlad Shmunis

Overstock.com Inc was the previous holder of the naming rights from April 2011 until April 2016.

Proposed Agreement. The proposed Naming Rights Agreement (the "Agreement") between the Authority and Ring Central provides for the naming of the Stadium located at the Coliseum Complex to Ring Central. For more complete information about the terms of the Agreement. See attached agreement:

Under the Agreement:

- The Stadium would be denominated "Ring Central Coliseum" in print and media used by the tenants, the operator and the Authority.
- Ring Central Coliseum log will appear on the specific signage described in Exhibit A to the Agreement
- Ring Central will pay the cost of installing the signage and for removing the signage if it opts out of the Agreement before end of term
- The term is 3 years, with an option for a 4th year.
- Ring Central and the Authority will share costs on Caltrans signage and transition costs for uniforms, stationary, etc., cost to the Authority to not exceed \$100k in first year only.
- Ring Central to provide enhanced painting to areas of the Coliseum in the amount of \$300k, the Authority to provide through its capital budget \$100k for this project. These funds are projected for and allocated in the current year's budget.



**Oakland-Alameda County
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- Ring Central will pay the Authority \$1.0 million each year. Payments are made in advance, with the first payment completely payable the earlier of when as the signage is in place or 90 days after the commencement date.
- Ring Central has the right to change the name if the company's name changes

Recommendation. Staff believes that is partnership with Ring Central will be an enhancement to the look and feel of the Stadium and provides additional revenue to support Stadium operations and other expenses. Staff recommends that the Board adopted the resolution approving and authorizing the execution of a Naming Rights Agreement between the Oakland alameda County coliseum Authority and Ring Central

Scott McKibben
Executive Director

NAMING RIGHTS AGREEMENT

by and between

RINGCENTRAL, INC. and

THE OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

Dated as of May 31, 2019

NAMING RIGHTS AGREEMENT

THIS NAMING RIGHTS AGREEMENT (the "Agreement") is dated as of May 31, 2019 (the "Effective Date"), and entered into by and between RINGCENTRAL, INC., a Delaware corporation doing business as RingCentral ("RingCentral") and the OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY, a joint powers authority established by the City of Oakland, a municipal corporation and a charter city duly organized and existing under the laws and Constitution of the State of California (the "City"), and the County of Alameda, a political subdivision of the State of California (the "County"), pursuant to the Amended and Restated Joint Powers Agreement dated as of December 17, 1996 (the "Authority") (collectively referred to herein as the "Parties" or individually as "Party").

RECITALS

A. The Authority controls the OACC Complex (as defined below), which includes the Stadium, presently known as the "Oakland Alameda County Coliseum," and the Oracle Arena (as such terms are defined below). Currently, the Authority has engaged AEG to manage the day-to-day business and game day operations at the Stadium and the Oracle Arena.

B. The Oakland Alameda County Coliseum, Inc. ("OACC"), the Authority, the City, the County, the Oakland-Alameda County Coliseum Financing Corporation ("Financing") and the Oakland Raiders, a California limited partnership ("Raiders" or "Licensee") entered into a Master Agreement, originally dated August 7, 1995 and subsequently amended multiple times (as amended, the "Master Agreement"). The Master Agreement included, among other agreements, an operating license originally dated concurrently therewith and subsequently amended (as amended, the "Operating License"), pursuant to which the Raiders had the right to play football, and consent to, certain naming rights arrangements at the Oakland Alameda County Coliseum until the end of the 2018 football season. As of the Effective Date, such rights of the Raiders under the Operating License have terminated.

C. Pursuant to the Amended and Restated Stadium License Agreement, originally dated October 31, 1995 and subsequently amended (as amended, the "Athletics License Agreement"), between the OACC and the Athletics Invest Group LLC, a California limited liability company (the "Athletics"), OACC has certain rights to market and to select names for the Stadium, subject to the Athletics right to approve the name of the Stadium under the Athletics License Agreement.

D. On December 11, 2008, OACC dissolved. Upon the dissolution of OACC, all of OACC's rights and obligations passed to the Authority, including, without limitation, the Stadium naming rights.

E. Financing is no longer an operating entity. The Authority confirms that it has and had previously assumed all the rights and responsibilities of Financing.

F. RingCentral desires to purchase, and the Authority desires to sell, the right to name the Stadium and market such name (as defined below) on the terms and conditions forth below.

NOW, THEREFORE, intending to be legally bound, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

Definitions

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings indicated unless a different meaning is specifically provided or unless the context otherwise requires.

"Advertising" shall mean any advertising, sponsorship and promotional activity, signage, designations, messages and displays of every kind and nature, whether now existing or developed in the future, including, without limitation, permanent, non-permanent and transitory signage or advertising displayed on permanent or non-permanent advertising panels or on structures, fixtures or equipment (such as scoreboard advertising and canopy advertising); audio or video public address advertising and message board advertising; programs, electronic insertion and other forms of virtual signage; advertising on or in schedules, admission tickets and yearbooks; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by concessionaires or personnel engaged in the operation of any event; and logo, slogan or other forms of advertising affixed to or included with cups, hats, T-shirts; advertising through broadcasting on cable or other wired system, SMATV, MMDS, MDS, STV, LMDS, Narrow and Broadband Services, OVS, Video Dial Tone or DBS, PPV, over-the-air (analog, digital or HDTV), radio, the Internet or any other form of distribution now in existence or hereafter developed; and other concession, promotional or premium items.

"AEG" shall mean Anschutz Entertainment Group, Inc., a Colorado corporation, and its successors and assigns.

"Affiliate" of any Person means any other Person directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect, control with such Person. As used in this definition, the term "control," "controlling" or "controlled by" shall mean in possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such Person or (b) direct or cause the direction of the actions, management or policies of such Person, whether through the ownership of voting securities or interest, by contract or otherwise, excluding in each case, any lender of such Person or any Affiliate of such lender.

"Agreement" shall have the meaning given to it in the introduction to this Agreement.

"Applicable Law" means any statute, ordinance, rule, regulation, order or determination of any Governmental Authority (or other body exercising similar functions) or any recorded restrictive covenant or deed restriction affecting the Stadium or the site for the OACC Complex, including, without limitation, all applicable zoning ordinances and building codes, the Sign Ordinance (as hereinafter defined), flood disaster laws, health laws and environmental laws, in all cases in effect as of the date of this Agreement or which may hereinafter be enacted, which may affect the respective rights and obligations of the Parties hereunder.

"Athletics" shall be as defined in Recital C and/or its successors or assigns.

"Athletics License Agreement" shall mean the license agreement between OACC and the Athletics as defined in Recital C.

"Business Day" shall mean a day of the year that is not a Saturday, Sunday, or a day

on which commercial banks are required or authorized to close in Oakland, California.

"Category" means all of the following:

- (a) business (i.e., B2B) communications, unified communications (i.e., UC), and UCaaS, including without limitation (i) Internet-based calling and phone systems, (ii) video communications, and (iii) collaboration or messaging applications;
- (b) Contact Center and CCaaS;
- (c) Digital Customer Service; and
- (d) Communication Platform as a Service.

"Change of Control" shall be deemed to have occurred if (a) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), other than a trustee or other fiduciary holding securities under an employee benefit plan of RingCentral, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of RingCentral representing fifty percent (50%) or more of the total voting power represented by RingCentral's then outstanding securities that vote generally in the election of directors (referred to herein as "Voting Securities"); or (b) the stockholders of RingCentral approve a merger or consolidation of RingCentral with any other corporation, other than a merger or consolidation (i) that would result in the Voting Securities of RingCentral outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the Voting Securities of RingCentral or such surviving entity outstanding immediately after such merger or consolidation or (ii) in which fifty percent (50%) or more of the board of directors of the surviving entity is composed of members from the Board of Directors of RingCentral immediately prior to such approval.

"Commencement Date" shall mean the earlier of: (a) the date on which all of the Naming Rights are delivered to RingCentral; or (b) July 1, 2019.

"Communications Platform as a Service" (also known generally as CPaaS) means a business (i.e., B2B), cloud-based platform that enables developers to add voice, video, and messaging communications features or applications to their own applications.

"Confidential Information" means any and all confidential or proprietary data or information disclosed by a one Party to the other Party (whether orally or in writing) under this Agreement, including, without limitation, specifications, documents, correspondence, research, software, trade secrets, discoveries, ideas, know-how, designs, drawings, product information, technical information and all information concerning the operations, affairs and businesses of a Party; a Party's financial and business information and models; information relevant to a Party's current or proposed business plans; and any reports, market projections, analyses, working papers, studies or other documents that contain any such information. Notwithstanding the foregoing, Confidential Information does not include information that (a) is within the public domain at the time of disclosure by the Disclosing Party or which thereafter enters the public domain through no fault of the Receiving Party, its Affiliates, or their respective Representatives (but only after such time); (b) is already known to the Receiving Party at the time of its disclosure by the Disclosing Party without confidentiality restrictions; (c) following its disclosure to the Receiving Party by the Disclosing Party, is received by the Receiving Party without any obligation of confidence from a third party; (d) is independently developed by the Receiving Party without reference to or knowledge of the Disclosing Party's Confidential Information; or (e) is subject to disclosure by applicable law.

"Contact Center and CCaaS" means multi-channel customer service software that enables businesses to interact with their customers across multiple touchpoints or endpoints through voice, chat, email, text messaging, in-app messaging, or social media.

"Diamond Vision Scoreboards" means the two Diamond Vision electronic color video display scoreboards located on the north and south ends of the Stadium facing the inside of the Stadium.

"Digital Customer Service" means a communications technology that assists customer support agents in the management of customer communications using non-voice, electronic communications channels through web chats, e-mail response management, social media, community/forums, or mobile messaging applications.

"Disclosing Party" means, with respect to certain Confidential Information, the Party that (a) lawfully possesses such Confidential Information, whether by ownership, license, or otherwise (b) and discloses such Confidential Information to the other Party.

"Domain Name" shall mean the domain name "ringcentralcoliseum.com" or such other domain name as may be mutually agreed upon by the Parties hereto. RingCentral shall own all right and title to the Domain Name. If RingCentral establishes a Domain Name unique to the Stadium, all applicable searches for the Stadium at the present domain name shall be directed to the Domain Name established by RingCentral.

"Effective Date" has the meaning set forth in the Recitals.

"Expiration Date" shall be as defined in Section 6.1(a).

"Force Majeure" means the occurrence of any of the following, for the period of time, if any, that the performance of a party's material obligations under this Agreement are actually, materially, and reasonably delayed or prevented thereby: acts of God, acts of the public enemy, the enactment, imposition or modification of any Applicable Law by a Governmental Authority other than the City of Oakland, California, the County of Alameda, California, or their respective subdivisions, which occurs after the date of this Agreement and which prohibits or materially impedes the performance of the obligations of the Parties hereunder, confiscation or seizure by any governmental or public authority, condemnations by any Governmental Authority, wars or war-like action (whether actual and pending or expected, and whether *de jure* or *de facto*), arrests or other restraints of government (civil or military), blockades, insurrections, riots, civil disturbances, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, nuclear reaction or radiation, radioactive contamination, the foregoing of which are not reasonably avoidable through commercially reasonable contingency planning or reasonably within the control of the Party (or any Affiliate actually controlled by such Party) claiming the right to delay performance on account of such occurrence and which, in any event, are not foreseeable or a result of the negligence or willful misconduct of the Party (or its Affiliates) claiming the right to delay performance on account of such occurrence. Force Majeure shall not in any event include a Party's financial inability to perform or the Authority's sale or transfer of the Stadium to a third party.

"Governmental Authority" shall mean the U.S. Federal Government, the State of California, the County of Alameda County, California, the City of Oakland, California, or any county, municipality (or any entity created by municipality), governmental or quasi-governmental entity having jurisdiction or other authority over the Stadium and/or the Parties hereto.

"Historical Use" shall mean any use that is non-commercial and exclusively for the purpose of (a) providing historical information and commentary regarding the Stadium; or (b) retrospective or commemorative events taking place at the Stadium for which the period of time during which this Agreement was in effect is relevant to such retrospective or commemorative event; or (c) the preparation, publication, sale or distribution of literary, photographic, video, digital, or other documentary works that discuss the Stadium and its history during the period of time during which this Agreement was in effect. As used herein and only for the limited purpose of this specific definition, "exclusively" shall mean no other use shall be permitted other than to an insubstantial extent.

"Identifiers" means marks, logos, names, or other identifiers.

"Insolvency" and "Insolvent" mean any one of the following occurring to the subject entity: (a) the subject entity files a petition for protection under the U.S. Bankruptcy Code; (b) the subject entity fails to have a bankruptcy petition filed against it by a third party dismissed within sixty (60) days after filing, is adjudged a bankrupt, makes a general assignment for the benefit of creditors, or takes the benefit of any law in force for insolvent persons; (ii) the subject entity ceases its business operations for a period of thirty (30) consecutive days or ceases to carry on business as a going concern; (c) the subject entity has a receiver, custodian or manager appointed for its business; (d) the subject entity evidences an inability to pay its debts generally as they become due or admits in writing that it is unable to pay its debts; (e) the subject entity takes the benefit of any law in force for the winding up or liquidation of corporations or other entities or any court enters a decree or order directing its winding up or liquidation; or (f) the subject entity is subject to the attachment, execution or other judicial seizure of substantially all of its assets.

"Internet" shall mean the TCP/IP-based wide area network which spans the globe.

"Internet Service Provider" shall mean a Person that provides its customers access to the Internet and/or web site hosting services. This definition shall not include a Person that merely has a presence on the Internet or that offers other types of services on or involving the Internet.

"Major RingCentral Competitor" means a Person other than RingCentral or its Affiliates with a corporate identity primarily associated with the Category in the minds of the general public. As of the Effective Date, Major RingCentral Competitors include, without limitation, 8x8, Inc.; Aspect Communications Corp.; Avaya Inc.; Cisco Systems, Inc.; Dialpad, Inc.; eGain Corp.; Five9 Inc.; Fuze, Inc.; Genesys Telecommunications Laboratories, Inc.; LivePerson, Inc.; Mitel Networks Corp.; NICE Ltd.; Serenova, LLC; Slack Technologies, Inc.; Talkdesk, Inc.; Twilio Inc.; Vonage Holdings Corp. (including without limitation NewVoiceMedia); Zendesk Inc., and Zoom Video Communications, Inc.

"Master Agreement" shall be as defined in Recital B.

"Media" shall mean all forms of media, whether now in existence or hereafter developed, used to broadcast television, radio or Internet content, or any and all forms used to deliver printed content.

"Merchandising Rights" shall mean the manufacture, marketing, distribution and sale of items or goods containing the Stadium Marks.

"MLB" shall mean Major League Baseball.

"Name Identification" shall have the meaning given to it in ARTICLE 4 herein.

"Naming Rights" shall have the meaning given to it in Section 2.1.

"Naming Rights Fees" shall have the meaning given it in Section 8.1.

"OACC Complex" means the Oakland-Alameda County Coliseum Complex, located on the real property adjoining Nimitz Freeway (Highway 880), Hegenberger Road and 66th Avenue, the Oracle Arena, the Stadium, all related parking areas, related roadways, and other facilities.

"Operator" shall mean AEG and any of its successors and/or assigns.

"Other RingCentral Marks" shall mean any logos, trade names, trademarks and service marks owned by RingCentral or its Affiliates that RingCentral may hereafter authorize the Authority, the Tenants, and/or the Operator in writing to use pursuant to this Agreement; provided that Other RingCentral Marks shall not include the Stadium Marks.

"Party" shall have the meaning given to it in the introduction to this Agreement.

"Parties" shall have the meaning given to it in the introduction to this Agreement.

"Person" shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization, governmental authority or any other form of entity.

"Public Disclosure Laws" means the California Public Records Act, Cal. Bus. Prof. Code §§ 6250 et seq., and any similar statutes or regulations concerning the public's access to information known to or owned, used, or retained by the Authority.

"Receiving Party" means, with respect to certain Confidential Information, the Party to which the Disclosing Party discloses such Confidential Information.

"Representatives" means the directors, officers, employees, contractors, subcontractors, legal and financial advisors, accountants, auditors, and agents of the subject Party or its Affiliates.

"RingCentral" shall mean RingCentral, Inc., a Delaware corporation, and any permitted successors and assigns of RingCentral, Inc. under this Agreement.

"RingCentral Competitor" shall mean any Person other than RingCentral or its Affiliates that provides and/or sells any services or products in the Category as defined herein, including without limitation any Major RingCentral Competitor.

"RingCentral Trademarks" shall mean the Stadium Marks and the Other RingCentral Marks as those terms are defined herein.

"Sports Organization" means Major League Baseball, the National Football League, or any other sports organization

"Stadium" means the open-air structure, seating approximately 65,000 people, located on the easterly side of the OACC Complex.

"Stadium Likeness" shall mean any image or likeness of the Stadium, or substantial portion thereof, whether two- or three-dimensional, whether a replica, model, artistic or photographic rendering or visual representation of the Stadium, including any symbolic

representation that includes the Stadium.

"Stadium Logo" shall mean any trademark, service mark, design, or logotype that incorporates the Stadium Name and is approved by the Parties for use in accordance with this Agreement.

"Stadium Marks" shall mean, collectively, the Stadium Name, Stadium Logo, Domain Name, and such other marks as the Parties may mutually agree upon to designate the Stadium or goods or services associated with the Stadium, but in no event, shall it mean the use of the words "Coliseum" or "Stadium" separate and apart from the words "RingCentral".

"Stadium Name" shall be as defined in Section 2.2.

"Tenants" shall mean the Athletics, Raiders or any other professional sports team that has or may have a license to play its home games in the Stadium during the Term.

"Temporary Advertising" shall mean Advertising in connection with any event other than events or activities conducted at the Stadium pursuant to the Athletics License Agreement which is to be removed or terminated at the conclusion of any such event.

"Term" shall have the meaning given to it in Section 6.1(a).

"UCaaS" means unified communications as a service.

"Visible Competing Products" means any products or services in the Category that are (a) purchased by or on behalf of the Authority or Operator, (b) provided by a Person other than RingCentral or its Affiliates, and (c) are visible in any publicly-accessible area of the Stadium, including without limitation in any entrance, surrounding pavillon, public concourse, suite, or concession area.

1.2 Other Defined Terms. Other defined terms used in this Agreement shall have the meanings ascribed to such terms as set forth in this Agreement.

ARTICLE 2

Name of Stadium

2.1 Naming Rights. As of the Effective Date, the Authority will begin to diligently transition to referring to Stadium by the Stadium Name, and by the Commencement Date will cease to refer to the Stadium by its current name or any other name, and shall refer to the Stadium exclusively by the Stadium Name at all times thereafter during the Term of this Agreement. The Authority shall refer, and agrees to instruct the Operator, the Tenants, and the Authority's and Operator's employees, agents, and subcontractors to refer, to the Stadium exclusively by the Stadium Name at all times thereafter during the Term of this Agreement. The Authority and Operator will refer to the Stadium exclusively by the Stadium Name in all Advertising, Media, documents, press releases or public announcements (in all cases, whether written or oral) it issues immediately after the Effective Date. The Authority agrees to instruct the Tenants to refer to the Stadium exclusively by the Stadium Name in all Advertising, Media, documents, press releases, or public announcements (in all cases, whether written or oral) they issue regarding the Stadium or any of their respective games (including, without limitation, pre-season, regular season, and playoff games) played at the Stadium. The Authority shall, and shall cause Operator, within a reasonable time after the Effective Date (but no later than the Commencement Date),

change all official documents, promotional materials and other tangible Media that currently refer to the name of the Stadium and that are produced or disseminated by or for the Authority or Operator. The Authority shall require all new and renewed third-party contracts that the Authority or the Operator have regarding the Stadium refer to the Stadium by the Stadium Name with regard to all services rendered at or on behalf of the Stadium and in all promotional, Advertising, Media, documents, or other materials that refer to the Stadium and that are produced or disseminated by or on behalf of the Authority, and to incorporate such name on the face of all tickets or other written materials issued for any public event at the Stadium. The Authority also covenants that all service staff who are employed by the Authority, Operator, or the Tenants or their respective subcontractors shall wear jackets, uniforms, or name tags that display the Stadium Name. The OACC Complex as a whole will continue to be known as the "Oakland Alameda County Coliseum Complex" and the Arena will continue to be known as the "Oracle Arena" or such other designations as the Authority may determine in its sole discretion. During the Term, RingCentral will not refer to the Stadium by any name other than the Stadium Name in any form of announcements, print or broadcast media, without the Authority's prior consent, which will not be unreasonably withheld. RingCentral shall reimburse the Authority for up to fifty thousand dollars (\$50,000.00) toward all of the Authority's initial costs associated with displaying the Stadium Name on all jackets, uniforms, hats, caps, name tags, calling or business cards, and tickets; provided, however, that the Authority shall not be obligated to spend more than one hundred thousand dollars (\$100,000) (inclusive of the reimbursement from RingCentral) for these costs. Notwithstanding anything to the contrary, occasional immaterial failures or inadvertent failures by elected officials to use the Stadium Name shall not be deemed to be a breach of this Agreement.

2.2 Name of Stadium. During the Term of this Agreement, the Stadium Name shall exclusively be "RingCentral Coliseum" or such name as designated pursuant to Section 2.3 (the "Stadium Name"). The Authority shall identify, and agrees to instruct the Operator and Tenants to identify, the Stadium by the Stadium Name in all official documents, press releases, directional signage, electronic message signs and promotional materials produced or disseminated by or for them from the date of execution of this Agreement until the Expiration Date. The Authority agrees and agrees to instruct the Operator and Tenants from the Effective Date of this Agreement until the Expiration Date to require each Person that contracts for the use of the Stadium for any purpose to refer to and identify the Stadium by the Stadium Name in all promotional and advertising materials and public announcements. The Authority shall condition, and agrees to instruct the Operator and Tenants to condition, the granting of any and all press passes and/or credentials for admission to the Stadium upon a commitment to correctly identify the Stadium by the Stadium Name and no other name. Notwithstanding anything to the contrary, occasional immaterial failures or inadvertent failures by elected officials to use the Stadium Name shall not be deemed to be a breach of this Agreement.

2.3 Change of Stadium Name. In the event RingCentral (a) undergoes a corporate name change, (b) desires to use the name of one of its Affiliates in the Stadium Name, or (c) changes the national branding strategy of RingCentral, RingCentral, subject to certain rights of the Athletics set forth in the Athletics License Agreement, will be entitled to change the corporate identification included in the Stadium Name to reflect a different name (the "New Name") in the Stadium Name, upon three (3) months' prior written notice to the Authority. The right to change the Stadium Name shall not be subrogated or assigned to any third party that is not a successor to RingCentral as a result of a Change of Control or an Affiliate of RingCentral. In the event there is a change in control to RingCentral as defined in Section 13.1 (a) or (b), the Authority shall have the reasonable right to deny consent to any New Name proposal by the assignee that reflects adversely on the reputation of the Authority or the OACC Complex. Any other proposal to change the Stadium Name

shall require three (3) months' prior written notice to and consent of the Authority, which consent shall not be unreasonably withheld. Notwithstanding any New Name, the OACC Complex will continue to be known as the "Oakland Alameda County Coliseum Complex". Any new Stadium Name proposal shall be subject to the approval of the Tenants, which approval may be granted or denied in the sole discretion of the respective Tenants; however, the Authority represents and warrants that all Tenants have approved, to the extent required, the Stadium Name as set forth in Section 2.2.

2.4 Plans for Change of Stadium Name. If and when a New Name is selected by RingCentral and approved by the Authority and the Athletics (to the extent required) such New Name shall become the Stadium Name, provided that RingCentral and the Authority shall, and the Authority agrees to instruct the Operator and Tenants to, consult and cooperate with each other concerning plans to change the Stadium Marks and the Name Identification to reflect the New Name. Such plans for the changes shall be approved by the Authority, which approval shall not be unreasonably withheld. At such time as the Stadium Name changes, RingCentral and the Authority shall, and the Authority agrees to instruct the Operator and Tenants to, take all steps necessary to fulfill the terms of this Agreement with the New Name as soon as reasonably practicable.

2.5 Costs and Re-launch Budget for New Name. RingCentral shall pay all of the Authority's costs and expenses associated with any change in the Stadium Name made pursuant to Section 2.3 above, including, but not limited to, the costs and expenses of changing the Stadium Logo, Stadium Web Site, Domain Name and directional signs, and the redesign and, to the extent previously printed, the re-printing of game tickets, brochures, marketing materials, schedules, letterhead stationery and promotional items, the cost and expense of replacing all signage and other writings containing the Stadium Marks, the cost of any materials containing the Stadium Marks that must be discarded as a result of the change, the cost of any replacement materials, and all other costs and reasonable expenses incurred by the Authority, Operator, and Tenants in changing the Stadium Name, including costs reasonably incurred by the Authority, Operator and Tenants to re-launch and promote the New Name of the Stadium in the local and national media.

2.6 Mandatory Placement and Use of Stadium Marks. During the Term, the Authority shall, and agrees to instruct the Operator and the Tenants to, display the Stadium Marks in accordance with the provisions of this Agreement, and in the case of the Stadium Logo, in accordance with such color guidelines and graphics of a later-developed Stadium Logo as mutually agreed upon by the Parties and RingCentral's branding guidelines.

2.7 Conformance with Applicable Law and MLB. Notwithstanding anything herein, the Authority, Operator and Tenants shall have no obligation to install or display the Stadium Marks in violation of (a) Applicable Law, including, without limitation, laws regulating trademarks, copyrights, and other forms of intellectual property, or (b) the Constitution, Bylaws and any other rules, regulations, policies and limitations as may be imposed by the MLB, or any other applicable professional sports team league, association or conference. The Authority reserves the right to solely determine in its reasonable discretion whether any display or use of the Stadium Marks is suitable for such use in accordance with the requirements of the preceding sentence.

2.7 Stadium Painting. RingCentral will retain a third-party contractor to paint portions of the exterior of the Stadium in areas that have experienced degradation and are highly visible to the public. RingCentral will spend at least three hundred thousand dollars (\$300,000) on exterior painting of the Stadium, and the Authority shall reimburse RingCentral for one hundred thousand dollars (\$100,000) of the costs incurred by RingCentral on painting the exterior of the Stadium. The Authority hereby agrees to permit

RingCentral to perform such painting of the Stadium through a third-party contractor selected by RingCentral (such contractor subject to the Authority's prior consent, not to be unreasonably withheld). The Authority shall reasonably cooperate with RingCentral in connection with obtaining any approvals or permits necessary for such painting. The Parties shall perform and complete the painting pursuant to a mutually agreed schedule.

ARTICLE 3 **Intellectual Property Rights**

3.1 Ownership of RingCentral Trademarks. As between the Parties to this Agreement, RingCentral shall own all right, title and interest in and to the RingCentral Trademarks. For the avoidance of doubt, at all times during the Term RingCentral, its Affiliates, and their respective licensees may assign, transfer, reproduce, copy, and use the RingCentral Trademarks in any manner in their sole discretion, subject to the provisions of Section 6.6 and the other terms and provisions of this Agreement. The use by the Authority, Operator and Tenants of the RingCentral Trademarks, and all goodwill arising from that use, shall be solely for, and inure to the benefit of RingCentral. The Authority, Operator and Tenants have no right, title, interest or claim of ownership to the RingCentral Trademarks, except for the licenses granted in this Agreement. RingCentral represents and warrants that the trademark "RINGCENTRAL" is presently registered as a trademark with the United States Patent and Trademark Office ("USPTO"). RingCentral represents and warrants that it has the right to grant the licenses for some uses of RingCentral Trademarks to the Authority, Operator and Tenants in accordance with the terms of this Agreement.

3.2 Registration and Protection of Stadium Marks. RingCentral may, in its sole discretion, file appropriate Intent to Use or Use Applications for registration of the Stadium Marks with the USPTO at its sole expense. Should RingCentral have a bona fide intent to use any additional Stadium Marks, RingCentral may, at its sole expense and discretion, file promptly appropriate Intent to Use or Use Applications for federal registration of the additional Stadium Marks with the USPTO. During the Term, RingCentral agrees not to abandon, forfeit, or cancel any United States federal applications or registrations sought or obtained by RingCentral relating to the Stadium Marks and will take all steps to maintain, demonstrate usage, and renew said applications or registrations. The Authority and Operator shall, and the Authority covenants that the Tenants shall, agree to reasonably cooperate to enable RingCentral to pursue or maintain federal registrations of the Stadium Marks, applicable only to the limited term of this Agreement.

3.3 Grant of Licenses to the Authority, Operator and Tenants. Subject to the terms of this Agreement, RingCentral hereby grants to the Authority and Operator the following licenses:

- (a) Stadium Marks Qualified License. During the Term, an exclusive, royalty-free, fully paid-up, worldwide, right and license during the Term to use the Stadium Marks for (i) Merchandising Rights in connection with the operation, marketing and promotion of the Stadium; (ii) the Stadium for any football, baseball, sports, or non-sports events; (iii) any broadcasts or other transmissions of events at the Stadium, (iv) for any reproductions of the Stadium Likeness that are not encompassed by Merchandising Rights, and (v) as otherwise necessary to allow the

Authority, Operator and Tenants to designate the Stadium by the Stadium Name and to fulfill such Party's obligations hereunder, *provided, however*, that RingCentral retains the exclusive right to use or license or otherwise deal with the mark "RINGCENTRAL" and all other derivatives of the mark "RINGCENTRAL" other than the Stadium Marks; *provided, however*, notwithstanding the other provisions of this Section 3.3(a) RingCentral and its Affiliates may use the Stadium Marks during the Term in connection with promotional materials given at no charge to RingCentral's and its Affiliates' respective employees, contractors, customers, and channel partners; and

(b) Historical Use. During and after the Term, an exclusive, royalty-free, fully paid-up, irrevocable license to use the Stadium Marks solely for Historical Use.

3.4 Use of RingCentral Trademarks. All use of RingCentral Trademarks under the licenses granted in this Section 3 by Authority, Operator, Tenants, and other Persons other than RingCentral or its Affiliates shall conform to RingCentral's branding guidelines or shall be approved in writing by RingCentral prior to use, which approval shall not be unreasonably withheld, conditioned or delayed.

3.5 Right to Sublicense Stadium Marks. The Authority and Operator shall each have the right, to the extent that RingCentral has the right, to sublicense the rights to the Stadium Marks granted under this Agreement to the vendors and concessionaires of the Stadium (with the right to sublicense to subcontractors) solely for the purpose of the manufacture of products (excluding food service products), related supplies, novelties, souvenirs, and any other goods or items used, consumed, or given away by the Authority and/or Tenants in connection with their respective use and operation of the Stadium (collectively, "Stadium Merchandise"), subject to RingCentral's consent (not to be unreasonable withheld or conditioned).. The foregoing sublicenses may include the right to use the Stadium Marks alone or in conjunction with marks of other sponsors or organizers (other than Identifiers of RingCentral Competitors or products or services in the Category) of specific events at the Stadium, including, without limitation, the MLB. No Person shall exercise the rights in this Section 3.5 in a manner that is likely to mislead the public into falsely believing that RingCentral or its Affiliates is a source of any Stadium Merchandise.

3.6 Other Rights Relating to RingCentral Trademarks. The Authority, Operator and Tenants shall each be entitled to authorize promoters and other users of the Stadium other than RingCentral Competitors to use the Stadium Marks on tickets and in Advertising solely to refer to the location of an event.

3.7 Quality Control. The licensee of any license granted under this Article agrees that in connection with any licensed use of marks hereunder, the licensee shall maintain the same high-quality control standards for all goods and services that the licensor presently uses for its marks. The licensor shall have the right to request to reasonably inspect each use of licensed marks and may prohibit, upon satisfactory review and evidence, any use of its marks that fails to meet commercially reasonable quality control standards. Licensee shall not contest the validity of any mark or use any mark in a way that invalidates, disparages or dilutes the mark or disparages the licensor.

3.8 Responsibilities and Cooperation. Except as otherwise provided in this Agreement, each Party shall be responsible for seeking and maintaining registrations, if any, and any other form of protection for, and for enforcing its rights in, its respective trademarks in its own name and at its own expense and in its own discretion. Each Party shall provide to the other all reasonably requested information and cooperation at the request of the other Party and at the requesting Party's expense, to assist in the protection and enforcement of the respective trademarks.

3.9 Suits Against Infringers. If any Party at any time shall become aware or receive notice of any unauthorized use or other infringement of the Stadium Marks, then such Party shall promptly give written notice thereof to the other Parties setting forth all information in such Party's possession regarding such infringement. RingCentral shall be obligated to protect against infringers and may institute appropriate proceedings to protect the Stadium Marks. The Parties not responsible for instituting the legal action shall cooperate fully with RingCentral in any legal action taken against any party alleged to be infringing, including, if necessary, agreeing to be named as a party plaintiff in such suit.

ARTICLE 4 **Identification of Stadium**

4.1 Signage Rights.

(a) Permitted Signs. The Authority grants RingCentral the right to produce and, at RingCentral's expense, obtain permits for and install the signs described on Exhibit A hereto (or replacement or functional equivalents of the signs identified on Exhibit A) displaying the Stadium Name at each of the locations at the Stadium, as described on Exhibit A (collectively, the "Permitted Signs"). The Authority shall, to the extent applicable, operate the Permitted Signs or any components in connection therewith at its sole cost. At RingCentral's expense, any current signage referencing the Stadium will be changed to the Stadium Name; provided that any such signage that also references the Oracle Arena will continue to reference the Arena also, in which case the Authority and RingCentral will equally split the costs of changing any such signage (collectively, "Mixed Signs"). The relative size of prominence of the Stadium Name and the name "Oracle Arena" on Mixed Signs shall be substantially equivalent.

(b) Approval from Athletics. Because the Authority and Operator have previously granted exclusively to the Athletics certain advertising rights for the Stadium areas facing toward the seating areas and the playing field located within the perimeter of the outer walls of the Stadium, signage rights granted hereby are limited to identification of the Stadium as set forth in Section 4.1 (a).

4.2 RingCentral Use of Event Tickets. The Authority will provide RingCentral with (a) the use of one (1) mutually-agreed suite for fifteen (15) Oakland Athletics regular season home games (including VIP parking) and (b) eight (8) club-level seats for each Oakland Raiders regular season home games played in the Stadium (in all cases, on such dates to mutually agreed by the Authority and RingCentral) each calendar year during the Term so

long as the Athletics and Raiders, as applicable, play any such home games in the Stadium. In addition, the Authority or AEG will give RingCentral advance notice of all events scheduled for the Stadium and allow RingCentral to purchase tickets to such events at the price per ticket charged to the general public.

4.3 RingCentral Use of Stadium Facilities. RingCentral will be entitled annually, at no additional charge to (i) five (5) full days of use of certain Stadium facilities (such facilities to be mutually agreed by the Parties) for corporate events and (ii) one (1) full day of rental of the East Club of the Stadium to conduct events to be designated by RingCentral. Such usage must be scheduled with AEG on a non-event day and does not include food and beverage costs that RingCentral may request.

4.4 Reserved.

4.5 Installation and Operation of Stadium Signage. During the Term, RingCentral will be responsible, at its sole expense, for the design, production, permitting, and installation of Permitted Signs. RingCentral will provide the Authority and Operator at least forty-eight (48) hours' prior notice of any requested entry into the Stadium (or such other applicable location) to perform any of the foregoing tasks, including a description of the work to be performed, an estimated time schedule, and identification of the personnel who will perform the work. RingCentral will schedule any work to avoid potential conflict with scheduled events and activities at the Stadium. RingCentral may engage a subcontractor to perform any of the foregoing tasks; provided that such contractor agrees in writing to comply with RingCentral's obligations under this Agreement and that RingCentral will be responsible for all charges and fees of such subcontractor, for any damage, harm, injury or loss caused by such contractor or arising from its work, and for such subcontractor's compliance with the terms of this Agreement. The Authority and Operator will reasonably cooperate and make the Stadium facilities (or such other applicable locations) available to RingCentral at mutually acceptable times for the performance of such activities. RingCentral will comply with, and will cause its subcontractors to comply with, the reasonable policies and procedures of the Authority for performing work at the facilities of the Stadium (or such other applicable location). RingCentral will use reasonable care, and will cause its subcontractors to use reasonable care, in performing all work at the Stadium (or such other applicable location) to avoid damage thereto or harm to people, and, with the exception of Permitted Signs installed pursuant to this Section 4.5, will restore, at its own expense, the Stadium (or such other applicable location) to its prior condition, and repair any damage thereto, immediately following the completion of any work performed under this Section 4.5. The Authority shall be responsible for all costs arising from the on-going operation of Permitted Signage to the extent applicable, including without limitation the costs of electricity for the operation of back-lit signs or lighting to illuminate signs.

4.6 Approval of Signage. RingCentral will submit for the Authority's approval the exact location and size within the general scope designated on Exhibit A, the color and appearance, the material and texture, and the method of application or installation of all proposed Permitted Signs, which approval will not be unreasonably withheld (such approved specifications, the "Approved Specifications"). The Authority will use good faith efforts to

respond to such a proposal as promptly as possible, but in no event later than five (5) calendar days after such a proposal is submitted. Should such a proposal involve a change in the Stadium Name, the timing of the Authority's response will be subject to the timeliness of the Athletics' response to such a proposal. Upon receiving notice from RingCentral of the completion of the installation of the Permitted Signs, the Authority will have fourteen (14) calendar days to inspect such Permitted Signs consistent with the terms of this Agreement. Should the Authority notify RingCentral of its disapproval of the Permitted Signs (which disapproval shall be limited to RingCentral's failure to comply with the Approved Specifications or any applicable rules and regulations of a Governmental Authority), RingCentral will correct such Permitted Signs as soon as reasonably practicable. RingCentral will comply with all rules and regulations of any Governmental Authority having jurisdiction over the Permitted Signs and the work contemplated hereunder. RingCentral will not install any Permitted Sign unless RingCentral has received prior approval from the Authority, which will be given on a reasonable basis, and any necessary permits and approvals from such government entities. The Authority shall cooperate, in the form of attending and or coordinating meetings with relevant staff of government agencies as reasonably requested, with RingCentral in its efforts to obtain any necessary permits and approvals required for installation of Permitted Signs that have been approved in accordance with this Section 4.6.

4.7 Other Signage. Subject to RingCentral's cooperation and assistance, the Authority shall use best efforts to ensure that Caltrans shall install overlays on appropriate highway, street, and other transportation signs controlled by such authorities to reflect the change in the Stadium Name. RingCentral shall pay up to twenty thousand dollars (\$20,000) of all fees and expenses charged by Caltrans for such overlay installations, and the Authority shall pay any such fees or expenses in excess of twenty thousand dollars (\$20,000). For the avoidance of doubt, this Section 4.7 does not apply to element 14 (concerning the BART/Amtrak elevated walkway) of Exhibit A, which the Authority controls and which shall be changed in accordance with Section 4.5. Notwithstanding the foregoing, RingCentral may choose to have replaced (and the Authority shall then use best efforts to ensure that Caltrans replaces) one or more of the foregoing highway, street, or other transportation signs controlled by Caltrans to reflect the change in the Stadium Name, in which case RingCentral and the Authority shall each pay fifty percent (50%) of all fees and expenses charged by Caltrans for such replacements; *provided, however*, in such case, the Authority shall not be required to pay more than fifty thousand dollars (\$50,000) in the aggregate under this Section 4.7.

4.8 Quality and Condition of Signage. Authority shall cause the Operator, at its sole expense, to conduct all routine and/or day-to-day maintenance that will ensure that Permitted Signs will at all times be reasonably maintained and that such maintenance at least be substantially comparable to similar signs in the Stadium. Authority shall cause the Operator to provide maintenance, inspection and service on a quarterly basis and will repair all acts of vandalism and minor defects, malfunctions, damage (including without limitation damage caused by Tenants' games) or problems with any Permitted Sign within five (5) business days after receiving notice, or becoming aware, thereof. Should Operator fail to provide such routine and/or day-to-day maintenance or repair of any Permitted Sign, the Authority or

RingCentral may provide (in addition to other remedies available under this Agreement or at law or in equity), or have a third party provide, such routine and/or day-to-day maintenance or repair, and the Authority will reimburse RingCentral for its reasonable costs and expenses of providing such services within thirty (30) days of receipt of RingCentral's invoice therefor. RingCentral will be responsible for any maintenance, repair, or replacement of the Permitted Signs that is not expressly Operator's responsibility under this Section 4.8. The Authority shall, at its sole expense, repair or replace any Permitted Sign to the extent damage thereto is a result of the Authority's, Operator's, Tenants', or their respective employees', agents', or subcontractors' gross negligence, recklessness, or willful misconduct or a structural failure of the Stadium. Notwithstanding any other provision of this Agreement, the Authority will be responsible for paying for any repairs to the Diamond Vision Scoreboards or any other electronic signage that is or becomes part of the Advertising delivered to RingCentral under this Agreement.

4.9 Insurance Certificate. The Authority and RingCentral each will, and will cause its subcontractors to, procure and keep in effect, at all times during which any work is performed at the Stadium on the Permitted Signs, effective liability insurance with at least the following coverage: (a) commercial general liability insurance with limits of at least one million dollars (\$1,000,000) for each occurrence for bodily injury and property damage and two million dollars (\$2,000,000) in the aggregate therefor; (b) automobile liability insurance with limits of at least one million dollars (\$1,000,000) for each occurrence for bodily injury and property damage and in the aggregate therefor; and (c) worker's statutory compensation insurance with limits of at least one million dollars (\$1,000,000) for employer liability. Each Party will cause such insurance to name the other Party as an additional insured to the extent of liabilities falling within the other Party's indemnity obligations under the Agreement. Commercial general liability coverage will be primary without right of contribution of either Party's insurance policies. The policies will contain a severability of interests clause. The applicable insurance carriers shall use commercially reasonable efforts to provide at least thirty (30) days' written notice to the additional insured party prior to cancellation and at least ten (10) days' written notice to additional insured for non-payment of premium. Prior to commencing any work at the Stadium and at such times as the other Party may request from time to time during the term of this Agreement, each Party and its subcontractors will provide a certificate of insurance evidencing that such Party and its subcontractors have such liability insurance.

4.10 Adjustment of Signage. Should the Authority request a change in the location, size or format of any Permitted Sign because such sign causes substantial interference with a sporting or other event, or the Stadium is changed in a way that has a substantially adverse effect on the location, size or format of any Permitted Sign, the Authority will submit a written plan to RingCentral at least six (6) months in advance, and once such plan is approved by RingCentral, the Authority shall relocate at its own expense the Permitted Signs to another part of the Stadium providing at least substantially the same visibility, prominence, and physical dimensions.

4.11 Tenant's Media. The Authority agrees to instruct each Tenant to use the Stadium Name exclusively in connection with all Media associated with the Stadium, the Tenant, or

any of their respective home games played in the Stadium.

ARTICLE 5

Other Benefits

5.1 Other Benefits. To the extent that none of the following conflicts with the rights of, or limitations imposed by, the MLB or constitutes infringement of a third party's trademark or service mark, the Parties agree that during the Term of the Agreement:

(a) Uniforms. Any and all uniforms and lanyards worn by ushers, ticket takers, security and maintenance personnel, and other personnel under the supervision of the Authority, the Operator, or any of their respective subcontractors, who work in connection with the Stadium, shall prominently bear the Stadium Logo, which shall not preclude the placement of other less prominent marks of any Person that is not a RingCentral Competitor (subject to RingCentral's prior consent, not to be unreasonable withheld).

(b) [Intentionally omitted.]

(c) Other Printed Materials. The Authority and Operator shall cause all printed (including, without limitation, electronic or Internet-based) materials used in connection with the promotion and/or operation of the Stadium, such as ticket fronts issued from the ticket office at the Stadium or by a third-party ticket distributor under contract with the Authority, Operator, or Tenants and credentials for Stadium events, letterhead, business cards, brochures, promotional items, marketing materials and official statements issued by the Authority, Operator, or Tenants, including press releases, to prominently bear the Stadium Logo, which shall not preclude the placement of other less prominent marks of any Person that is not an RingCentral Competitor (subject to RingCentral's prior consent, not to be unreasonable withheld).

(d) Merchandise. If the Authority, Operator or Tenants permit or contract with any vendor for the sale of hats, t-shirts or other merchandise, which merchandise references the Stadium in any way, then the Authority and Operator shall cause that such merchandise be sold only if such merchandise prominently bears the Stadium Logo.

(e) Stadium Web Site.

(i) The Authority has an Internet web site or other form of Internet or electronic bulletin board that utilizes a domain name and an e-mail address or addresses for the purpose of providing public notice regarding activities of the Authority in accordance with the "Brown Act," which is the California open meetings law (the "Stadium Web Site"). If, during the term of this Agreement, the Stadium Web Site is used to promote the Stadium or events at the Stadium, then RingCentral shall receive naming rights exposure on the Stadium Web Site, and the Stadium Web Site shall include a link to RingCentral's web site. In all cases, (a) the Stadium Name shall be displayed prominently on each page of the Stadium Web Site and (b) any reference on

the Stadium Web Site to RingCentral, its Affiliates, or their respective products and services shall include a hyperlink to <http://www.ringcentral.com> (or such other RingCentral-controlled web site designated by RingCentral). Promptly upon the Expiration Date of this Agreement, the Authority shall remove any materials or references from the Stadium Web Site that might suggest any association, connection, or a continued relationship with the Stadium Name, the Stadium Logo or RingCentral other than for Historical Use as permitted by this Agreement.

(ii) If, during the term of this Agreement, the Stadium Web Site is used to promote the Stadium or events at the Stadium, then the Authority shall take all steps necessary to link the Stadium Web Site to the Stadium Domain Name at all times during the Term and shall maintain and operate the Stadium Web Site at its sole cost. The Authority shall use reasonable best efforts to keep the Stadium Web Site operational and available to the public. The Stadium Domain Name shall not be linked to the Stadium Web Site after the end of the Term.

(f) The Authority and Operator shall not, and shall not permit any third party with which it contracts, to place the Identifiers of any Person that is a RingCentral Competitor or any product or service in the Category on the materials governed by subsections (a) or (e) of this Section 5.1. The Authority may place on such materials other marks of lesser prominence than the Stadium Logo that are not prohibited by the first sentence of this Section 5.1(f).

5.2 Category Exclusivity.

(a) At all times during the Term:

- (i) The Authority and Operator shall not promote, advertise, or market, or permit any third Person to promote, advertise, or market, the name, logo, trademarks, or identity of a RingCentral Competitor or products or services in the Category on the exterior of the Stadium, including without limitation through any signs, promotional events, or Advertising;
- (ii) The Authority and Operator shall not promote, advertise, or market, or permit any third Person to promote, advertise, or market, the name, logo, trademarks, or identity of a RingCentral Competitor using the Stadium Name or other trademarks, logos, names, or identifiers associated with the Stadium Name;
- (iii) The Authority and Operator shall not promote, advertise, or market, or permit any third Person to promote, advertise, or market, the name, logo, trademarks, or identity of a RingCentral Competitor through any radio broadcast,

television broadcast, social media, web site (including, without limitation, the Stadium Web Site and <http://www.oraclearena.com/>), the Internet, print publications or advertising (including, without limitation, official programs, yearbooks, calendars, media guides, and newsletters), out-of-home advertising, apparel, or any other advertising, promotion, or media associated with the Stadium Name; and

- (iv) The Authority and Operator shall not promote, advertise, or market, or permit any third Person to promote, advertise, or market, the name, logo, trademarks, or identity of a RingCentral Competitor through any live audio or video broadcast associated with the Stadium Name;

provided, in the case of subsections (iii) or (iv) above, to the extent the Authority and Operator controls, or has approval rights over, such media and channels.

(b) Exceptions to Category Exclusivity and Protection. Nothing in this Agreement shall prevent (i) the Authority or Operator from selling or providing products and services to RingCentral Competitors not prohibited expressly by Section 5.2(a), including without limitation, tickets, suites, cups, t-shirts and other clothing or (ii) third-party promoters from permitting a RingCentral Competitor to sponsor events at the Coliseum.

5.3 Fulfillment Manager. The Authority will cause the Operator to designate a fulfillment manager, reasonably acceptable to RingCentral and the Authority, whose responsibilities will include ensuring compliance with and fulfillment of the terms of this Agreement.

ARTICLE 6

Term

6.1 Term. This Agreement shall be effective as of the Effective Date hereof. Notwithstanding the Commencement Date, from and after the Effective Date, the Parties shall immediately have vested rights and obligations under this Agreement.

(a) Term. The term of this Agreement will begin on the Effective Date and expire on June 30, 2022 (the "Expiration Date"), unless extended or earlier terminated pursuant to the terms set forth below. The period between the Effective Date and the Expiration Date shall constitute the "Term," except that if this Agreement is properly extended or earlier terminated, such longer or shorter period, as the case may be, shall automatically constitute the Term.

(b) Extension Option. RingCentral shall have the unilateral option to extend the Term (the "Extension Option") for an additional period of not less than twelve (12) months and not more than eighteen (18) months after the Expiration Date

(said period to be determined by RingCentral and set forth in the Extension Notice, and being referred to herein as the “Extension Term”), as set forth herein. RingCentral may exercise the Extension Option by providing written notice to the Authority on or before March 31, 2022 (the “Extension Notice”).

(c) No Extension if Default. Notwithstanding the above, RingCentral shall not have the (i) right to exercise the Extension Option if as of the date RingCentral provides written notice of its election to extend the Term, a monetary or other material default has been continuing under this Agreement for more than ninety (90) days after notice to RingCentral of such default or (ii) right to the Extension Term if, as of the first day of the Extension Term, a monetary or other material default has been continuing under this Agreement for more than ninety (90) days after notice to RingCentral of such default. If RingCentral, in good faith, disputes any alleged monetary or material default asserted by the Authority that would otherwise waive its right to the Extension Option, RingCentral shall have the right to exercise the Extension Option or enjoy the Extension Term, as the case may be, provided RingCentral pays the amount of funds in dispute into an escrow account for the benefit of both the Authority and RingCentral pursuant to a commercially reasonable agreement mutually agreed upon by the Authority and RingCentral. The dispute shall be promptly submitted to arbitration in accordance with Section 11.4, and such arbitration shall determine the Parties’ rights to the funds in the escrow account.

6.2 Termination by Either Party. A Party may terminate this Agreement without prejudice to any of its rights under law or equity if any of the following events occurs:

(a) if the other Party materially breaches any representation, covenant or warranty under this Agreement and fails to cure such breach within thirty (30) days of receiving notice thereof from the non-breaching Party;

(b) if an event of Force Majeure to which the other Party is subject continues for longer than sixty (60) days and materially impairs the former Party's rights and obligations hereunder;

(c) if the other Party becomes Insolvent;

(f) if all or any part of the Stadium is taken for a public or quasi-public use through the exercise of the right of eminent domain, in either case by the State of California or the federal government of the United States; or

(g) if performance by either Party of substantially all of its obligations under this Agreement is not reasonably possible as a result of governmental action (not including any action by any Party to this Agreement or any of its Affiliates or subdivisions), including legislation other than by the County or City (or any of their subdivisions) or any order of court in any proceeding.

6.3 Individual Termination Rights.

(a) The Authority may terminate this Agreement, by notifying RingCentral, (a) if RingCentral or any of its Affiliates engages in any activities or becomes associated with a third party that causes substantial public embarrassment to the Authority, the City, or the County as public authorities (*provided* that RingCentral receives at least thirty (30) days' prior written notice thereof from the Authority specifying, in reasonable detail, the activities or association causing such embarrassment and RingCentral fails to cease such activities or association before the end of such notice period), or (b) if all Tenants relocate or vacate the Stadium, and the Authority, with direction and approval from the City and the County, determines to cease use of, sell, or destroy the Stadium.

(b) In the event the Authority or RingCentral, as applicable, does not receive all consents, approvals, and permits required for the backlit signs set forth in Exhibit A as required by Applicable Law or any agreement to which the Authority, the Operator, or any of their respective Affiliates or subdivisions are bound by October 1, 2019, RingCentral may immediately terminate this Agreement without liability upon five (5) calendar days' prior written notice.

6.4 Effect of Termination by the Authority. Upon termination of this Agreement by the Authority pursuant to Sections 6.2 or 6.3, RingCentral will:

- (a) immediately cease using the Stadium Name in referring to the Stadium in all documents and other media (including, without limitation, Internet-based media), and all communications; *provided, however*, in the case of uses that cannot be ceased immediately through commercially reasonable efforts, within a reasonable period of time thereafter;
- (b) immediately cease any oral representation or reference that RingCentral or any of its Affiliates is a sponsor of the Stadium;
- (c) No later than sixty (60) days after such termination:
 - (i) In case of termination by the Authority, RingCentral shall (X) remove, at its sole expense, all signage displaying such name and restore the Stadium to its original condition prior to the installation of such signs and (Y) if such termination by the Authority is pursuant to Sections 6.2(a), 6.2(b), 6.2(c), or 6.3(a), without prejudice to any other rights the Authority has at law or equity, pay the Authority any Naming Fees outstanding for the remainder of the calendar year during which the termination occurs (a "Termination Year"); and
 - (ii) In case of any other termination by the Authority under Sections 6.2 or 6.3, (X) RingCentral shall remove all signage displaying such name and restore the Stadium to its original condition prior to the installation

of such signs and (Y) the Authority shall reimburse RingCentral for its reasonable expenses in connection with subsection (X) and, without prejudice to any other rights RingCentral has at law or equity, remit to RingCentral within thirty (30) days after providing the notice of such permitted termination any Naming Fees paid for periods following the effective date of termination (with any such fees paid for the Termination Year pro rated by the number of days remaining in the Termination Year).

6.5 Effect of Termination by RingCentral. Upon termination of this Agreement by RingCentral pursuant to Section 6.2 or 6.3(b), RingCentral will, within thirty (30) days:

- (a) cease using the Stadium Name in referring to the Stadium in all documents and other media (including, without limitation, Internet-based media), and in all communications; *provided, however*, in the case of uses that cannot be ceased immediately through commercially reasonable efforts, a within a reasonable period of time thereafter;
- (b) cease any oral representation or reference that RingCentral or any of its Affiliates is a sponsor of the Stadium; and
- (c) In the case of any termination pursuant to Section 6.2, at the Authority's sole expense, remove signage displaying such name and restore the Stadium to its original condition prior to the installation of such signs; and
- (d) without prejudice to any other rights RingCentral has at law or equity, the Authority will remit to RingCentral, within thirty (30) days after receiving the notice of such permitted termination, any Naming Fees paid for periods following the effective date of termination (with any fees paid for the Termination Year pro rated by the number of days remaining in the Termination Year); *provided, however*, in the event RingCentral terminates this Agreement pursuant to Section 6.3(b), the Authority shall, within thirty (30) days of the effective date of such termination, remit to RingCentral all amounts paid for Naming Fees by RingCentral under this Agreement; and
- (e) In the case of any termination by RingCentral under Section 6.3(b), (X) RingCentral shall remove, at RingCentral's sole expense, any signage displaying such name that may have been installed and restore the Stadium to its original condition prior to the installation of such signs and (Y) RingCentral shall reimburse the Authority for all expenses due and payable from RingCentral under this Agreement, including any cancellation fees for open invoice, to the extent to which RingCentral is required to reimburse the Authority pursuant to Section 2.1.

6.6 RingCentral's Post-Termination Rights to Stadium Name. Nothing in this Section shall prohibit RingCentral or its Affiliates from using the Stadium Name after the termination or expiration of this Agreement (a) solely for identification of or reference to the Stadium as it existed during the Term or (b) in connection with naming a venue other than the Coliseum

using the Stadium Name.

6.7 Survival of Certain Terms. The terms of Section 3.1 and ARTICLES 6, 11, 12, and 15 will remain in effect after the expiration or termination of this Agreement.

6.8 Surrender Rights and Obligations. On the Expiration Date of this Agreement, the following surrender rights and/or obligations shall immediately arise:

(a) If the Agreement was not terminated by a RingCentral as a result of the Authority's breach of the Agreement, RingCentral shall pay the Authority any and all sums then owing from RingCentral to the Authority, or make provision for the payment thereof within sixty (60) days thereof;

(b) The Authority shall reimburse or make provision acceptable to RingCentral for the reimbursement of any monies owed pursuant to this Agreement within sixty (60) days thereof;

(c) The Authority, Operator and Tenants shall discontinue the use of all RingCentral Trademarks, other than solely for Historical Use as permitted by this Agreement; and

(d) The Authority, Operator and/or Tenants shall remove, or provide for the removal of, all signs, lettering and other writings containing the Stadium Marks in and on the Stadium at their expense, except as otherwise provided herein

ARTICLE 7

Reserved

ARTICLE 8

Naming Rights Fee and Taxes

8.1 Naming Rights Fee. Subject to the provisions of 8.5 below, during the Term of this Agreement, RingCentral will pay to the Authority a non-refundable annual fee of ONE MILLION DOLLARS AND 00/CENTS (\$1,000,000) as consideration for the naming and other rights granted in this Agreement (the "Naming Rights Fee"). For the avoidance of doubt, the Naming Rights Fee will apply to the first twelve (12) months of the Extension Option, if exercised. The first annual payment of the Naming Rights Fee will be paid in the following installments: (a) two hundred forty thousand dollars (\$240,000) to be invoiced fifteen (15) days after the mutual execution of this Agreement by both Parties; and (b) seven hundred sixty thousand dollars (\$760,000) to be invoiced on the Commencement Date. All subsequent annual payments of the Naming Rights Fee, including the annual payment for the first year of the Extension Option and (if applicable) any period of the Extension Option following such time, if exercised, will be invoiced in their full amount, on the applicable anniversary of the Commencement Date. The Naming Rights Fee for any period of the Extension Option beyond its first year (if any) will be prorated on a monthly basis at the rate of eighty-three thousand three hundred thirty-three dollars and thirty-three cents (\$83,333.33) per month.

8.2 Payment. RingCentral will pay the Naming Rights Fee in U.S. dollars by wire transfer of immediately available funds to such account, or by such other method (such as by a corporate check) as the Authority designates. RingCentral shall pay all properly

invoiced amounts within thirty (30) days of the invoice date. Any sums not paid within ten (10) days after the due date hereunder will bear interest (compounded daily) at the lower of (a) five points above the U.S. Prime Rate per annum, and (b) the maximum rate permitted under applicable law, from the date upon which payment first becomes due up to and including the date of payment thereof, whether before or after judgment.

8.3 Taxes. RingCentral will pay all sales, use, value-added, property, possessory interest, withholding and other taxes or duties, if any, and other charges imposed by any government entity in connection with the rights granted by the Authority and the payment of the Naming Rights Fee by RingCentral under this Agreement.

ARTICLE 9 **Nature of Agreement**

9.1 Reserved Rights. Except for the specific rights expressly granted to RingCentral under this Agreement, all other rights and interests with respect to the Stadium are expressly reserved by the Authority and, where applicable, are governed by the agreements that purport to assign and govern such rights and interests. Except where prohibited by this Agreement, the Authority will have the right, and shall have the right to permit others, to place, from time to time:

(a) signage (that is appropriate in terms of size and prominence for the intended purpose) on the exterior of the Stadium for any concession or retail facilities and for any retail, office, restaurant or other business being conducted in the Stadium except that the Authority agrees, and will instruct the Operator and Tenants to refrain (and shall take actions available to it to cause Operator and Tenant to refrain) from placing any signage, plaques, advertising or other name or company identification containing any logo of or reference to a RingCentral Competitor or a Competing Product on the exterior of the Stadium or that would otherwise violate Section 5.2 above; and

(b) temporary banners on the exterior of the Stadium in connection with promotions and for promotional events, including, but not limited to, fan appreciation day, concerts or other similar events or celebrations which might be sponsored by any other Person, in all cases that (a) do not contain any logo or reference to a RingCentral Competitor or a Competing Product or that would otherwise violate Section 5.2 above or (b) materially obscure any signage provided to RingCentral under this Agreement.

ARTICLE 10 **Default and Remedies**

10.1 Remedies of the Authority. Subject to the dispute resolution provisions of ARTICLE 11, the Authority has the right, immediately after an uncured event of default under this Agreement by RingCentral, to take the following actions, which are not exclusive but are cumulative: (a) remove all signage or materials displaying or containing the RingCentral Trademarks; (b) seek monetary damages; (c) invoke any remedy allowed at law or in equity or otherwise; and/or (d) terminate this Agreement.

10.2 RingCentral's Remedies. Subject to the dispute resolution provisions of ARTICLE 11, RingCentral has the right, immediately after an uncured event of a default under this Agreement by the Authority, to take the following actions, which are not exclusive but are cumulative: (a) seek monetary damages; (b) invoke any remedy allowed at law or in equity otherwise; and/or (c) terminate this Agreement.

10.3 Costs. The Parties agree that if any Party is successful in a court of competent jurisdiction or arbitration with respect to a Dispute through a final, valid judgment or arbitral award, the successful Party shall be entitled to recover its reasonable costs and the fees and expenses (including fees owed to third-party counsel, other advisors and experts, and subcontractors rendering services therewith, such as e-discovery vendors) in such proceedings from the losing Party.

10.4 Consequential, Punitive, Special, or Other Indirect Damages; Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, in no event shall a Party be liable to the other Party for any consequential or indirect damages which the other Party may suffer, nor any punitive, special, incidental, exemplary or similar damages. Each Party acknowledges that this Section 10.4 (Consequential or Indirect Damages; Limitation of Liability) shall not apply to (a) liability arising from a Party's breach of Section 3.2 (Grant of Licenses to the Authority, Operator and Tenants), 3.3 (Use of RingCentral Trademarks), or 3.4 (Right to Sublicense Stadium Marks), (b) fees owed to the Authority from RingCentral under this Agreement, (c) a Party's breach of Article 15, or (d) a Party's right to seek indemnification for third-party claims in accordance with any other provision of this Agreement.

ARTICLE 11

Dispute Resolution

11.1 ADR. In the event of any default, breach, claim, controversy or other dispute between the Parties in connection with this Agreement, including without limitation the scope or applicability of this ARTICLE 11 (collectively, the "Dispute"), the Parties shall comply with the following procedures (all of which shall collectively be referred to as "ADR").

11.2 Request. Within seven (7) Business Days after written request (the "Request") by any Party, the Parties promptly shall hold an initial meeting to attempt in good faith to negotiate a settlement of the Dispute, which shall include a Vice President-level or higher representative of each Party. No Request concerning a Dispute may be made at any time after two (2) years following the occurrence of the event giving rise to the Dispute, and all Parties' rights and liabilities with respect to such a Dispute shall be waived in the event the aggrieved Party fails to raise the Dispute under this ARTICLE 11 within such time. The Authority acknowledges and agrees that this Section 11.2 supersedes the claim presentation requirement of the Government Claims Act, Cal. Gov. Code § 945.4.

11.3. Mediation. If within ten (10) Business Days after the Request, the Parties have not agreed to a settlement of the Dispute, the Parties jointly shall appoint a mutually

acceptable mediator who is not affiliated with either of the Parties. If the Parties are unable to agree on a mediator within fourteen (14) Business Days after the Request, either party may request JAMS to serve as or to select a mediator. In order to resolve the Dispute, the Parties shall enter a non-binding mediation (a "Mediation") with the assistance of the mediator. The mediator shall decide how and when the mediation will be conducted, provided the Parties do not agree on those details. The Parties shall participate in good faith in the mediation to its conclusion. The Mediation shall be held in the County of Alameda, California. Unless otherwise agreed by the Parties, the fees and costs of any Mediation shall be borne equally by each of the Parties hereto.

11.4 Arbitration. If the Parties have not resolved the Dispute within sixty (60) calendar days of the Request, then, upon written demand by any Party, the mediation shall cease, and the Dispute shall be determined through binding arbitration (an "Arbitration") administered by JAMS in the County of Alameda, California. The Arbitration shall be conducted before three (3) arbitrators in accordance with JAMS' Comprehensive Arbitration Rules and Procedures (subject to any additional procedures or requirement set forth in this ARTICLE 11). Any arbitral award under this Section 11.4 shall be governed by the provisions of ARTICLE 10.

11.5 Effect on Cure Periods. Neither the requirement to utilize nor the pendency of any ADR procedures shall in any way invalidate any notices or extend any cure periods applicable to an event of default as provided in ARTICLE 10.

11.6 Exclusive Remedies. Except as expressly provided elsewhere in this Agreement, these ADR procedures are the exclusive means of resolving Disputes under this Agreement. In the event a Party wishes to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order or preliminary injunction or other interim equitable relief concerning a Dispute, including without limitation, declaratory relief, specific performance, provisional remedies, special action relief, stay proceedings in connection with special action relief or any similar relief of an interim nature, either before beginning or at any point in the ADR procedures concerning such Dispute, such Party may initiate the appropriate litigation to obtain such relief ("Equitable Litigation"). Nothing herein shall be construed to suspend or terminate the obligation of the Parties promptly to proceed with the ADR procedures concerning the Dispute while such Equitable Litigation and any appeal therefrom is pending. Regardless of whether such interim relief is granted or denied or such Equitable Litigation is pending or any appeal is taken from the grant or denial of such relief, at all times the Parties shall diligently proceed to complete the ADR procedures. Any interim or appellate relief granted in such Equitable Litigation shall remain in effect until, and only until, the ADR procedures concerning the Dispute that is the subject of such Equitable Litigation result in a settlement agreement or the issuance of an Arbitration award. Such written settlement agreement or award shall be the binding, final determination on the Parties of the merits of the Dispute (including but not limited to any equitable relief and monetary damages and costs awarded but excluding any award of attorneys' fees or costs rendered in the Equitable Litigation), shall supersede and nullify any decision in the Equitable Litigation on the merits of the Dispute that is the subject of such Equitable Litigation, and shall preclude any subsequent litigation on such merits, notwithstanding any determination to the contrary in connection with any Equitable Litigation granting or denying

interim relief or any appeal therefrom. The Parties agree that any Disputes which arise out of such a written settlement agreement or award during the Term of this Agreement shall be resolved exclusively by the procedures set forth in this ARTICLE 11, *provided* that any Party may institute legal proceedings in a court of competent jurisdiction to enforce judgment upon an Arbitration award in accordance with Applicable Law. In any Arbitration, the arbitrator shall award costs to the successful Party pursuant to Section 10.3.

11.7 Confidentiality of Proceedings. The existence and content of any ADR under this Agreement (including, without limitation, any Mediation or Arbitration, and any rulings or award or documents or materials provided or arising therein) shall be kept confidential except to the extent that disclosure (a) is required of a Party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a judicial authority, (b) is required by Applicable Law, (c) is to a Party's legal counsel, auditors, or other financial advisors who are subject to confidential restrictions at least as stringent as those herein, or (d) is pursuant to the written consent of all Parties.

ARTICLE 12

Indemnification

12.1 Authority's Agreement to Indemnify. The Authority shall hold harmless, indemnify, and defend RingCentral, RingCentral's Affiliates, and their respective officers, directors, partners, employees, agents, and assigns against any and all suits, actions, claims, losses, demands, damages, liabilities, costs, and reasonable expenses of every kind, including without limitation costs and reasonable attorneys' fees (collectively, "Losses"), that directly and solely arise from (a) any act or omission by the Authority related to the rights and obligations expressly set forth in this Agreement; (b) the Authority's breach of or default under any provision of this Agreement, but excluding therefrom any matter as to which RingCentral is obligated to indemnify the Authority by reason of Section 12.2; (c) the destruction to property or harm to persons resulting from a defect in the Stadium; or (d) the Authority's the Operator's, or their employees', agents', or subcontractors' gross negligence, recklessness, or willful misconduct; but excluding therefrom any matter as to which RingCentral is obligated to indemnify the Authority or Operator by reason of Sections 12.2.

12.2 RingCentral's Agreement to Indemnify. RingCentral shall hold harmless, indemnify, and defend the Authority, its Affiliates (including, without limitation, the City of Oakland and the County of Alameda), and their respective commissioners, officers, directors, or other governing body members, partners, employees, agents, and assigns against any and all Losses that relate to or result from: (a) any alleged infringement upon or violation of any copyright or other intellectual property right related to the use, adoption or display at the Stadium of the RingCentral Trademarks, (b) RingCentral's breach of or default under any provision of this Agreement, but excluding therefrom any matter as to which the Authority or Operator is obligated to indemnify RingCentral by reason of Section 12.1, or (c) the destruction to property or harm to persons resulting from a defect in the signage installed by or on behalf of RingCentral.

12.3 No Third-Party Beneficiary. The provisions of this ARTICLE 12 are solely for

the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other Person.

12.4 Survival. The obligations contained in this ARTICLE 12 shall survive the expiration or earlier termination of this Agreement, but only insofar as such indemnities relate to (i) any Losses relating to a cause of action that accrued or arose prior to or (ii) any acts or omissions that occur prior to, the Expiration Date or earlier termination of this Agreement.

12.5 Indemnity Procedures. A Party seeking indemnification (the “Indemnified Party”) under this Agreement shall promptly notify the indemnifying Party (the “Indemnifying Party”) in writing of any claim for indemnification (a “Claim”).

12.6 Defense. The Indemnifying Party shall have the sole right to conduct and control the Indemnified Party’s defense (employing counsel reasonably acceptable to the Indemnified Party), at the Indemnifying Party’s sole expense, against any Claim, whether or not litigation is actually commenced or the allegations are meritorious; *provided, however*, if the Indemnifying Party wishes to settle a Claim that requires any admission of liability, guilt, or fault by the Indemnified Party or any act or omission by the Indemnified Party other than the payment of sum of money wholly indemnified under this Agreement, the Indemnifying Party shall not settle such claim without the consent of the Indemnified Party, such consent not to be unreasonably withheld, delayed, or conditioned. At its own option and sole expense, the Indemnified Party may employ separate counsel, including in-house counsel, to participate in the defense against such a Claim.

12.7 Not Limited by Insurance. No indemnity under this Agreement is limited by any insurance coverage held by, or insurance requirements imposed pursuant to this Agreement on, an Indemnifying Party.

ARTICLE 13

Assignment

13.1 Assignment by RingCentral. The rights and obligations of RingCentral under this Agreement may be assigned by RingCentral without the consent of the Stadium Parties to (a) any Person succeeding to all of RingCentral's rights and obligations by a Change of Control, (b) any Person who acquires all or substantially all of RingCentral's assets, or (c) any Affiliate of RingCentral; *provided* that such assignee shall have assumed without qualification responsibility for performance of all the obligations of RingCentral under this Agreement, and provided further that it is understood and agreed that the right of RingCentral (or of any successor thereto or permitted assignee thereof) to elect a New Name is governed by Sections 2.3, 2.4 and 2.5 and not this Section 13.1 in connection with any such assignment. Any such assignment shall conform to the terms and restrictions of this Agreement. Except for the foregoing, RingCentral shall not sell, assign, transfer, pledge or exchange its rights or interests in this Agreement without the prior written consent of the Authority, which consent shall not be unreasonably withheld, and any such assignment or transfer without such consent shall be void *ab initio*.

13.2 Assignment by the Authority. Notwithstanding any language to the contrary in this Agreement, the rights and obligations of the Authority under this Agreement may be assigned by the Authority, without the consent of RingCentral; *provided, however*, that no such assignment by the Authority shall, diminish or affect the rights of RingCentral under this Agreement. Any permitted assignee shall take subject to and must assume all of the obligations of the Authority under this Agreement. Any such assignment shall conform to the terms and restrictions of this Agreement. Any assignment or transfer of this Agreement by the Authority that is not permitted by this Section 13.2 shall be void *ab initio*

ARTICLE 14

Representations and Warranties

14.1 Representations, Warranties, and Covenants of the Authority. The Authority hereby represents, warrants, and covenants that:

(a) the Authority is a joint powers authority established by the City and County pursuant to the Amended and Restated Joint Powers Agreement dated as of December 17, 1996, validly existing, and in good standing under the laws of the State of California, qualified to do business in the State of California, and has all requisite power and authority to conduct its business as currently conducted.

(b) the Authority has the requisite right and legal authority to execute, deliver, and fully perform its obligations under and in accordance with this Agreement without the consent or approval of any other Person.

(c) the Authority has taken all necessary action to authorize its execution, delivery, and performance of this Agreement. This Agreement, when executed and delivered by the Authority, shall constitute a legal, valid, and binding obligation of the Authority, enforceable against Authority in accordance with its terms, except to the extent that enforcement thereof may be limited by Insolvency or other similar laws affecting creditors' rights generally or by general principles of equity.

(d) The execution, delivery, and performance in accordance with the terms herein of this Agreement by the Authority (i) does not and will not constitute a violation of, a breach of, or default under (a) any organizational documents of the Authority, (b) any Applicable Law binding upon or applicable to it, (c) any agreements to which the Authority is a party; and (ii) does not require approval or other action by any governmental authority or agency or Sports Organization.

(e) There are no claims, demands, actions, or proceedings pending or, to the Authority's knowledge, threatened against the Authority, the Operator, or any of their respective Affiliates or subdivisions that could either individually or in the aggregate reasonably be expected to have a material adverse effect on such the Authority's, the Operator's, or their respective Affiliates' or subdivisions' ability to perform its obligations, or for RingCentral to exercise its rights, under this Agreement.

14.2 Representations, Warranties, and Covenants of RingCentral. RingCentral hereby represents, warrants, and covenants that:

A. RingCentral is a corporation, duly incorporated, validly existing, and in good standing under the laws of the State of Delaware, qualified to do business in the

State of California, and has all requisite power and authority to conduct its business as currently conducted.

B. RingCentral has the requisite right and legal authority to execute, deliver, and fully perform its obligations under, and in accordance with, this Agreement.

C. RingCentral has taken all necessary action to authorize its execution, delivery, and performance of this Agreement. This Agreement, when executed and delivered by it, shall constitute a legal, valid, and binding obligation of RingCentral, enforceable against it in accordance with its terms, except to the extent that enforcement thereof may be limited by Insolvency or other similar laws affecting creditors' rights generally or by general principles of equity.

(d) The execution, delivery and performance in accordance with the terms herein of this Agreement by RingCentral (i) does not and will not, to the best of RingCentral's knowledge, constitute a violation of, breach of, or default under (a) any of its organizational documents, (b) any applicable law, rule, regulation, or code, ordinance of any Governmental Authority binding upon or applicable to it, or (c) any agreements to which it is a party, and (ii) does not, to the best of RingCentral knowledge, require approval or other action by any governmental authority or agency.

(e) There are no claims, demands, actions, or proceedings pending or, to the RingCentral's knowledge, threatened against the RingCentral or its Affiliates that could either individually or in the aggregate reasonably be expected to have a material adverse effect on such RingCentral's its Affiliates' ability to perform its obligations, or for the Authority to exercise its rights, under this Agreement.

ARTICLE 15

Confidentiality

15.1 RingCentral acknowledges that Authority is a "Public Entity" within the meaning of the California Public Records Act and is required to comply with that law. In the event there is a request under the Public Records Act for RingCentral's Confidential Information, the Authority will notify RingCentral. If RingCentral wishes to assert that the requested records are exempt from disclosure under the California Public Records Act, then RingCentral will provide to the Authority: (i) a document identifying the specific records or portions thereof that RingCentral deems to be Confidential Information and insists the Authority hold confidential; and (ii) an indemnification/hold harmless agreement, in form and content satisfactory to the Parties, which provides for the reimbursement to the Authority of any and all reasonable legal expenses incurred by the Authority in asserting RingCentral's claim of exemption from disclosure. Should the Authority determine that the Public Records Act requires release of some or all of the records identified as Confidential Information (and as an alternative to entering into an indemnification/hold harmless agreement), immediately upon notice of the Authority's decision to release the records, RingCentral may, at its sole cost, initiate a so-called *Marken* reverse-Public Records Act proceeding. (*see Marken v. Santa Monica-Malibu USD* (2014) 202 Cal.App.4th 1250).

ARTICLE 16

Miscellaneous Provisions

16.1 Notices. All notices, offers, consents, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered

as properly given or made if delivered personally, by messenger or three (3) days following a mailing by registered or certified U.S. mail with return receipt requested, and addressed to the address of the intended recipient at the following addresses:

If to RingCentral: RingCentral, Inc.
Attn: David Sipes
20 Davis Drive
Belmont, CA 94002

with a copy to: RingCentral, Inc.
Attn: Legal
20 Davis Drive
Belmont, CA 94002

If to the Authority, Oakland-Alameda County Coliseum Authority
Attn: Executive Director
7000 Coliseum Way
Oakland, California 94621

with a copy to: Office of the County Counsel
1221 Oak Street, Suite 450
Oakland, CA 94612
Tel: (510) 272-6700
Fax: (510) 272-5020

and with a copy to: Office of the Oakland City Attorney
One Frank H. Ogawa Plaza, 6th Floor
Oakland, CA 94612
Tel: (510) 238-3500
Fax: (510) 238-6500

A Party may change its address by giving notice in writing stating its new addresses to the other Party.

16.2 Governing Law. This Agreement shall be governed by and construed in conformity with the laws of the State of California without giving effect to its principles on conflicts of laws.

16.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law; but if any provision of this Agreement or the application thereof to any party or circumstance is prohibited by or invalid under Applicable Law, that provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of such provision to other Parties or circumstances.

16.4 Non-Waiver. No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.

16.5 Successors and Assigns. This Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of each of the Parties and of any holder of record or beneficial ownership of, leasehold interest in, or right or obligation to operate or manage, the Stadium and their respective legal representatives, heirs, successors, and assigns, except as expressly provided in ARTICLE 13.

16.6 Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

16.7 Amendments. This Agreement may be amended only by the written consent of all the Parties hereto.

16.8 Mutual Agreement. Except as otherwise provided elsewhere in this Agreement, where within this Agreement, the terms and conditions call for the Parties to mutually agree or consent to some matter, it is agreed and understood that such agreement and/or consent will not be unreasonably withheld, conditioned or delayed.

16.9 Force Majeure. Failure in performance by any Party hereunder shall not be deemed an event of default under this Agreement and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein to the extent such failure or non-occurrence is due to Force Majeure. An extension of time for any such cause shall be limited to the period of delay due to such cause, which period shall be deemed to commence from the time of the commencement of the cause, *provided* that timely notice by the Party claiming such extension is sent to the other Parties. The Party claiming a Force Majeure shall (a) be excused from performing under this Agreement only to the extent performance is not possible due to the Force Majeure and (b) shall promptly recommence performance when such Force Majeure ceases. Times of performance under this Agreement may also be extended as mutually agreed upon in writing by the Parties hereto. However, failure to agree to a proposed extension of time for performance shall not be deemed grounds for delay or failure to timely cure an event of default hereunder. During any period when the Authority is excused from performance under this Agreement due to a Force Majeure (a "**Force Majeure Period**"), the Authority shall provide RingCentral with make-goods of a value reasonably commensurate with the value of the benefits withheld from RingCentral during the Force Majeure Period.

16.10 Title and Captions. All articles or section titles or captions in this Agreement are for convenience of reference only. They should not be deemed to be part of this Agreement or to in any way define, limit, extend, or describe the scope or intent of any provisions of this Agreement. Except as specifically otherwise provided, reference to "Articles," "Sections," and "Exhibits" are to be Articles, Sections and Exhibits to this Agreement,

16.11 Pronouns and Plurals; Construction. Whenever the context may so require, any

pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Use of the term “including” shall be deemed to mean “including, without limitation.”

16.12 No Third-Party Beneficiary. Any agreement to perform any obligation or pay any amount herein contained, express or implied, shall be only for the benefit of RingCentral and the Authority, and their respective successors and permitted assigns (as expressly permitted in this Agreement), and such agreements shall not inure to the benefit of any obligee, whomever, it being the intention of the undersigned Parties that no one shall be or be deemed to be a third-party beneficiary of this Agreement.

16.13 Relationship of the Parties. The relationship of RingCentral, the Authority, Operator and the Tenants under this Agreement is that of independent contractors, each acting in its own best interests, and notwithstanding anything in this Agreement to the contrary, no partnership, joint venture or other business relationship is established or intended hereby Parties. No Party hereto shall have the right or authority to bind or act in any respect on behalf of another Party or its Affiliates.

16.14 Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.

16.15 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions thereof.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective
Date.

RINGCENTRAL, INC.
a Delaware corporation

By: _____

Its: _____

"Authority"

**OAKLAND-ALAMEDA COUNTY
COLISEUM AUTHORITY**
a Joint Powers Authority

By: _____

Its: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____

Its: _____

EXHIBIT "A"

Signage for the Stadium **Exhibit A -Rights & Benefits Provided to RingCentral**

Rights & Benefits

Example/Mockups

1. Brand integration into OACC staff uniforms including security jackets, staff lanyards, staff name tags, ticket taker jackets, and usher jackets



2. Freeway signage on I-880 (Approximately 9 overhead signs and 7 ground-mounted signs)



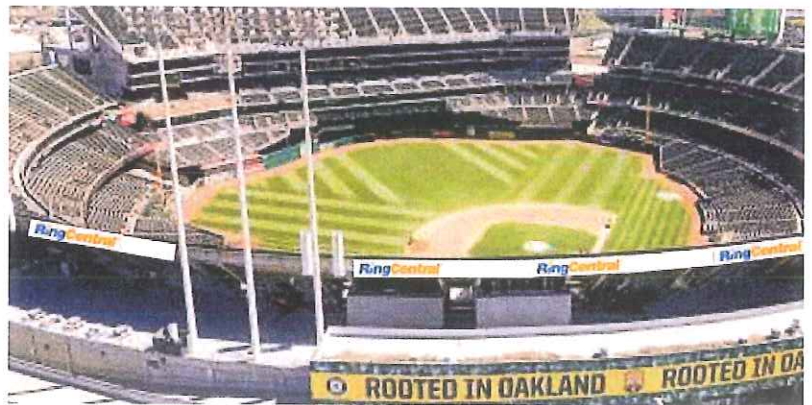
3. Freeway marquee rim featuring RingCentral name (which may be backlit or use three-dimensional lettering)



4. Scoreboards back (15' x 100') and cap back featuring Stadium composite logo on the scoreboard cap and RingCentral logo/name on panel below – north and south facing



5. Stadium exterior rim 1400' x 4.3'



6. Two (2) 12' x 40' Stadium exterior wall logo on the BART/Amtrak side. Located at the end of the foot bridge.



7. One (1) 12' x 40' stadium exterior wall logo on the Plaza side



8. Stadium cutaway walls, RingCentral will receive two (2) 30' x 20' "vomitorium" locations ("Vomitorium" locations – interior & exterior facing, notwithstanding existing A's ad placements)



9. Parking lot directional signs, twenty-six locations across property



10. Stadium composite logo on south and north gate entrances.

The RingCentral sign may be backlit and shall be large enough to take up the entire width of the middle entrance.



11. One Hundred (100) barricade covers featuring Stadium composite logo on both sides for total of 200 logo impressions



12. Facility gate signage at the 66th Gate entrance

Notwithstanding the photo to the right, the RingCentral sign may be backlit and shall be large enough to take up the entire width of the gate.



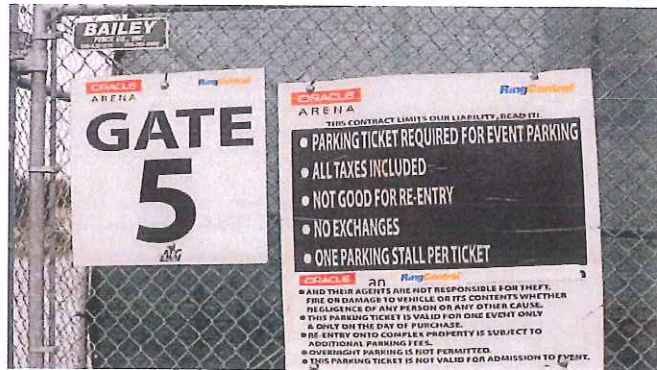
13. Stadium property Berm signage – stadium composite logo



Berm Signage at 66th Avenue (Opportunity for more extensive signage)



14. Fence signage at Stadium entrance gates featuring Stadium name, including BART/Amtrak elevated walkway



15. Stadium entrance gate signage featuring composite logo. Such signage may be backlit.



16. [Intentionally omitted]

17. Poster or Banner at VIP entrance featuring Stadium name



18. Directional map signage featuring Stadium name



19. Temporary signage located in the Eastside Club (exact location TBD)



20. Eastside Club (other entrance)



21. Two (2) Back Lit signs mounted on the exterior rim facing N/S 880



22. Announcement Units

These temporary signs may be mounted on the day of official announcement of this Agreement and remain up until all of the elements described in paragraphs 4 and 21 of this Exhibit A are produced and installed.



23. Announcements Units (Gates A, B, C, D) – To be coordinated with the A's.

These temporary signs may be mounted on the day of official announcement of this Agreement and remain up until remainder of the elements described in paragraphs 4 and 21 of this Exhibit A are produced and installed.



24. Permanent activation space up to 30' x 30' (to be determined by RingCentral). If electing to use the plaza, a space is available but construction costs of restoring space (upon termination of agreement) to its current condition will be required

