

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

MOLECULAR TEMPLATES, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10739 (BLS)

(Jointly Administered)

**Obj. Deadline: TBD**

**Hearing Date: TBD**

**MOTION OF RINGCENTRAL, INC. FOR ALLOWANCE  
AND PAYMENT OF AN ADMINISTRATIVE EXPENSE CLAIM**

RingCentral, Inc. (“RingCentral”), a creditor in the above-captioned jointly administered cases, files this *Motion of RingCentral, Inc. for Allowance and Payment of an Administrative Expense Claim* (the “Motion”) pursuant to 11 U.S.C. § 503(b)(1), and in support thereof, RingCentral would respectfully show this Court as follows:

**I. JURISDICTION AND VENUE**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157(b)(1). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (B). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

**II. FACTUAL BACKGROUND**

2. RingCentral is a leading provider of AI-driven cloud-based business communications, contact center, video, and hybrid event solutions. RingCentral offers a fully integrated communications and collaboration platform, which includes voice, online meeting, video conferencing, contact center and related services, applications, and product integrations.

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the Debtors’ federal tax identification numbers, are: Molecular Templates, Inc. (9596) and Molecular Templates OpCo, Inc. (6035). The Debtors’ mailing address is: 124 Washington Street, Suite 101, Foxboro, MA 02035. All court filings can be accessed at: <https://www.veritaglobal.net/MolecularTemplates>.



3. On or about September 30, 2019, Molecular Templates, Inc. (the “Debtor”), entered into the *Master Services Agreement* (as amended, modified, and/or supplemented, the “Agreement”) with RingCentral, pursuant to which RingCentral provided voice, office, and professional services (the “Services”). A true and correct copy of the Agreement is attached hereto as **Exhibit A**.

4. Pursuant to the Agreement, RingCentral billed the Debtor monthly for Services under an account ending with the last four digits 9004 (the “Account”).

5. On April 20, 2025 (the “Petition Date”), the Debtor and its affiliate, Molecular Templates OpCo, Inc. (collectively, the “Debtors”), filed voluntary petitions for relief under chapter 11 title 11 of the United States Code (the “Bankruptcy Code”). The bankruptcy cases are jointly administered under Case No. 25-10739 (the “Bankruptcy Cases”).

6. On July 7, 2025, the Court entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement on a Final Basis and (II) Confirming the Revised Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization for Molecular Templates, Inc. and its Affiliated Debtor* [D.I. 186] (the “Confirmation Order”) confirming the Debtors’ *Revised Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization for Molecular Templates, Inc. and its Affiliated Debtor* [D.I. 159] (the “Plan”).

7. On July 18, 2025, the Plan became effective (the “Effective Date”). *See Notice of (I) Confirmation Order; (II) Effective Date; (III) Applicable Bar Dates for Filing Certain Claims; and (IV) Related Deadlines* [D.I. 194].

8. Pursuant to § 11.1 of the Plan, the Debtors rejected the Agreement with RingCentral as of the Effective Date.

9. From and after the Petition Date and through the Effective Date (the “Administrative Claim Period”), RingCentral provided Services and billed the Debtor’s Account in accordance with prepetition practices. The Debtor failed to pay RingCentral for any of the Services it provided during the Administrative Claim Period (the “Administrative Claim Services”).

10. As of the Effective Date, RingCentral is owed the amount of \$9,913.54 (the “Administrative Claim Amount”) for the Administrative Claim Services. A summary of the charges incurred during the Administrative Claim Period and copies of the invoices are attached hereto as **Exhibit B**.

### **III. REQUESTED RELIEF**

11. RingCentral requests that the Court enter an order pursuant to § 503(b)(1)(A) of the Bankruptcy Code that grants the allowance and payment of an administrative expense claim in the Administrative Claim Amount of **\$9,913.54** for the Administrative Claim Services.

### **IV. BASIS FOR RELIEF**

12. The Bankruptcy Code in § 503(b)(1) provides, in relevant part, that

After notice and a hearing, there shall be allowed administrative expenses, other than claims allowed under section 502(f) of this title, including—

(1)(A) the actual, necessary costs and expenses of preserving the estate[.]

11 U.S.C. § 503(b)(1)(A).

13. The two-prong test to establish an administrative claim requires that a claimant show that “(1) there was a post-petition transaction between the claimant and the estate; and (2) those expenses yielded a benefit to the estate.” *In re Mallinckrodt PLC*, No. 20-12522, 2021 WL 4876908, at \*6 (citing *In re Energy Future Holdings Corp.*, 990 F.3d 728, 741 (3d Cir. 2021)); *see also In re O’Brien Env’t Energy, Inc.*, 181 F.3d 527, 532-33 (3d Cir. 1999) (“For a claim in its

entirety to be entitled to first priority under [§ 503(b)(1)(A)], the debt must arise from a transaction with the debtor-in-possession . . . [and] the consideration supporting the claimant's right to payment [must be] beneficial to the debtor-in-possession in the operation of the business.”) (quoting *In re Mammoth Mart, Inc.*, 536 F.2d 950, 954 (1st Cir. 1976)).

14. While “[t]he ‘benefit’ requirement has no independent basis in the Code, [it] is merely a way of testing whether a particular expense was truly ‘necessary’ to the estate: If it was of no ‘benefit,’ it cannot have been ‘necessary.’” *See id.* (citing 4 Collier on Bankruptcy ¶ 503.06[3][b] (Lawrence P. King ed., 15th rev. ed.)). Further, “[t]he benefit conferred must be substantial and direct.” *In re Carco Electronics*, 346 B.R. 377, 383 (Bankr. W.D. Pa. 2006) (citing *Microsoft Corp. v. DAK Indus., Inc.*, 66 F.3d 1091, 1094 (9th Cir. 1995)).

15. Lastly, 11 U.S.C. § 503(b)(1) is intended “to provide an incentive for creditors to continue doing business with a debtor and an incentive for others to engage in business transactions with the debtor.” *In re Northstar Offshore Group, LLC*, 628 B.R. 286, 299 (Bankr. S.D. Tex. 2020) (quoting 4 Collier on Bankruptcy ¶ 503.06[2] (16th ed.)). “The policy behind giving priority to administrative claimants is to encourage creditors to supply necessary resources to debtors post-petition . . . and to keep administrative costs to a minimum to preserve the debtor's estate.” *In re Molnar Bros.*, 200 B.R. 555, 559 (Bankr. D. N.J. 1996) (internal citation omitted) (citing *In re Cole*, 189 B.R. 40, 47 (Bankr. S.D. N.Y. 1995)).

16. The amount owed for the Administrative Claim Services provided by RingCentral is entitled to administrative expense priority under § 503(b)(1) of the Bankruptcy Code because the Debtors elected to continue to receive the benefits from RingCentral under the Agreement post-petition and the Administrative Claim Services provided a benefit to the estates. *See, e.g., N.L.R.B. v. Bildisco and Bildisco*, 465 U.S. 513, 531 (1984) (“If the debtor-in-possession elects to

continue to receive benefits from the other party to an executory contract pending a decision to reject or assume the contract, the debtor-in-possession is obligated to pay for the reasonable value of those services, which, depending on the circumstances of a particular contract, may be what is specified in the contract.”) (citations omitted).

17. Accordingly, RingCentral satisfies the statutory requirements of § 503(b)(1) and acted in accordance with the policies behind the statute by continuing its business operations with the Debtors post-petition. Thus, this Court should grant RingCentral an administrative expense claim for the Administrative Claim Services it provided in the amount of **\$9,913.54**.

## **V. RESERVATION OF RIGHTS**

18. RingCentral reserves the right to amend, alter, revise, or supplement its request for an administrative expense claim at any time and in any respect. RingCentral further reserves the right to assert additional claims against the Debtors that are not included in this Motion.

## **VI. CONCLUSION**

WHEREFORE, RingCentral respectfully requests that the Court enter an order substantially in the form attached to this Motion as **Exhibit C** (i) allowing and directing the payment of an administrative expense claim under 11 U.S.C. § 503(b)(1)(A) in the amount of \$9,913.54; and (ii) for such other and further relief as the Court deems RingCentral to be justly entitled.

Dated: August 6, 2025

Respectfully submitted,

**CLARK HILL PLC**

/s/ Karen M. Grivner

Karen M. Grivner (DE Bar No. 4372)  
824 N. Market Street, Suite 710  
Wilmington, Delaware 19801  
Telephone: (302) 250-4750  
Facsimile: (302) 421-9439  
kgrivner@clarkhill.com

-and-

James L. Ugalde (AZ Bar No. 022733)  
3200 N. Central Avenue, Suite 1600  
Phoenix, Arizona 85012  
Telephone: (602) 440-4817  
Facsimile: (602) 257-9582  
jugalde@clarkhill.com

-and-

Tara L. Bush (TX Bar No. 24122050)  
901 Main Street, Suite 6000  
Dallas, Texas 75202  
Telephone: (214) 651-4300  
Facsimile: (214) 651-4330  
tbush@clarkhill.com

*Counsel for RingCentral, Inc.*

**EXHIBIT A**

**Agreement**

**MASTER SERVICES AGREEMENT**

**THIS MASTER SERVICES AGREEMENT** (together with its Attachments, the “**Agreement**”) is made by and between RingCentral, Inc., a Delaware corporation with its primary office at 20 Davis Drive, Belmont, CA 94002, (“**RingCentral**”), and **Molecular Templates Inc.**, located at the address set forth in the Order Form (“**Customer**”). RingCentral and Customer may be individually referred to as a “**Party**” or collectively as the “**Parties**”. This Agreement is effective as of the last date of signature below (“**Effective Date**”).

**1. Provision of the Service****A. General Terms**

The purchase, provision, and use of the Services is subject to the terms contained in this Agreement, the Order Forms, the Online Terms of Services, included at <https://www.ringcentral.com/legal/eulatos.html> (the “**Online Terms of Service**”), and the Service Attachments applicable to Customer’s Services. All these documents are hereby incorporated into and form a part of this Agreement. RingCentral may update the Online Terms of Services from time to time, and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer.

Capitalized terms not defined in this Agreement have the meaning given to them in the Online Terms of Service.

**2. Ordering and Term****A. Ordering Services**

Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

**B. Term of This Agreement**

The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

**C. Services Term**

The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (“**Initial Term**”). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, recurring Services will automatically renew for successive periods of the same length as the Initial Term (each a “**Renewal Term**”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

**D. Service Attachments**

In addition to the Service Attachments referenced in the Online Terms of Services, the Parties may agree to add additional Service Attachments to this Agreement.

Service Attachment A: Office Services

Service Attachment C: Professional Services

**3. Billing and Payment****A. Prices and Charges**

All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account.

Unless otherwise agreed between the Parties, recurring charges for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form, and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) will, unless otherwise agreed between the Parties, once incurred, remain in effect for the then-current Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term.

Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days’ written notice.

Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

**B. Billing and Payment**

Billing statements will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer’s provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are billed in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee



equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

### C. Taxes

All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

### 4. Termination

#### A. Termination for Cause

Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party if the other Party: i) breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

#### B. Trial Period

In addition to the above, Customer may terminate this Agreement with written notice to RingCentral within thirty (30) days from the Effective Date. Timely termination of this Agreement under this clause will result in termination of all Services purchased under this Agreement.

#### C. Effect of Termination

If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under this Section 4, the Customer will not owe any fees or charges for the Services in respect of any period subsequent to the date of such written notice (except those arising from continued usage before the cancelled Services are disconnected), and will be entitled to a pro-rata refund of any prepaid

and unused fees for the cancelled Services being terminated.

If this Agreement or any Services are terminated for any reason other than under this Section 4, the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

### 5. Miscellaneous

#### A. Entire Agreement

The Agreement, together with any exhibits, Order Forms, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

#### B. Order of Precedence

In the event of a conflict between these documents, the following shall have precedence in interpretation: (a) the applicable Order Form, (b) any applicable Service Attachments, (c) this Master Services Agreement, and (d) the Online Terms of Service.

#### C. Execution

Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

#### D. Counterparts

This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement below through their duly authorized representatives.

#### Molecular Templates Inc.

By:

DocuSigned by:  
Jack Higgins  
868264D266F443F...

Name: Jack Higgins

Title: CDSO

Date: 9/30/2019

#### RingCentral, Inc.

By:

Carson Hostetter

Name: Carson Hostetter

Title: SVP, Field Sales

Date: 9/30/2019

## ATTACHMENT A

### SERVICE ATTACHMENT – RINGCENTRAL OFFICE SERVICES

This Service Attachment is a part of the Master Services Agreement that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Office Services to Customer.

#### 1. Service Overview

RingCentral Office is a cloud-based unified communications service that includes enterprise-class voice, fax, text, call handling, mobile apps, and BYOD capability that integrates with a growing list of applications.

RingCentral Office includes

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- RingCentral Meetings, a video and audio conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available) and other innovative tools

RingCentral Office Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

#### 2. Office Purchase Plans

##### A. Tiers of Service

RingCentral Office is made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>

While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc.

##### B. Minute and Calling Credit Bundles

Minute Bundles, e.g., Toll Free Minute Bundles, can be purchased in incremental buckets of minute in addition to any number of minutes included with the purchased tier. Inbound Toll Free minutes are deducted from included minutes, purchased Minute Bundles, or charged as overage at the rates currently in effect.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

#### 3. N11 and other Calling

**Operator Assisted Calling, 311, 511 and other N11 Calling.** RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling in one or more service areas. Additional charges may apply for these calls.

#### 4. Directory Listing Service

RingCentral offers directory listing (the "Directory Listing Service"). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory ("Listing Information"). This information may include, but is not limited to, Customer's company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges that by subscribing to the Directory Listing Service, Customer's Listing Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through the Directory Listing Service.

**Opt Out.** Customer may opt out of the Directory Listing Service at any time, however RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.

**No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

#### 5. RingCentral Global Office

RingCentral Global Office provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global Office is available. Additional information related to Global Office Services is available at <https://www.ringcentral.com/office/features/global-office-communications/solutions.html>.

This section sets forth additional terms and conditions concerning RingCentral's Global Office for customers that subscribe to it.

##### A. Emergency Service Limitations for Global Office

RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global Office is available, allowing End Users in most countries to access Emergency Services (911 in the United States and Canada, 999/112 in the United Kingdom and throughout the European Union, and any other applicable Emergency Services number). Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global Office countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

##### B. Global Office Provided Only in Connection with Home Country Service

RingCentral provides Global Office Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global Office Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global Office Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country.

RingCentral will provide all documentation, licenses, and services in connection with the Global Office Service in English; additional language support may be provided at RingCentral's sole discretion.

##### C. Relationships with Local Providers

In connection with the provision of RingCentral Global Office Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable You to receive calls from non-RingCentral numbers on Customer's Global Office telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer's behalf to secure such services.

RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed. RingCentral, Inc., is responsible for all contracting, billing, and customer care related to those services.

## 6. Definitions

**Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

1. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
2. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
3. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
4. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
5. **“Home Country”** means the United States or the country that is otherwise designated as Customer’s primary or home country in the Order Form.

## ATTACHMENT C

## SERVICE ATTACHMENT – RINGCENTRAL PROFESSIONAL SERVICES AGREEMENT

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Professional Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Professional Services Agreement (the “PS Agreement”), such provisions of this PS Agreement will prevail.

### 1. Service Overview

RingCentral shall provide the implementation, installation, consulting, configuration services and other professional services (“Professional Services”) as described and agreed upon in writing between the Parties pursuant to a statement of work (“Statement of Work” or “SOW”). The Professional Services may include the creation and delivery of customized software, documentation or other work product (“Deliverables”).

### 2. Project Phases

The Professional Services may be delivered in one or more phases. The SOW will specify the milestone, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase (“**Project Phase**”). The Professional Services may also be provided on a time and material basis (“**T&M Services**”) paid by the hour based on the then current T&M Services hourly rate offered by RingCentral, and calculated on the bases of RingCentral service records. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

### 3. Customer Sites and Site Visits

In the event the Parties agree that the Professional Services must be performed at one or more Customer facility(ies) (“**Site(s)**”), the Site(s) will be separately identified in the applicable SOW. Each visit to a separate Customer Site will be considered a separate “**Site Visit**”. When so stipulated in the SOW, each Site may constitute a Project Phase. Customer has the following obligations with respect to all Site Visits:

- a. Customer will maintain and ensure safe working conditions at each Site and shall promptly inform the RingCentral project manager of any known hazardous conditions at any Site prior to any visit by RingCentral Personnel.
- b. Customer shall ensure that all Site hardware and network environment meets or exceed the requirements set forth in the Statement of Work and in “RingCentral VoIP Network Requirements and Recommendations” which can found at: [https://success.ringcentral.com/articles/RC\\_Knowledge\\_Article/9233](https://success.ringcentral.com/articles/RC_Knowledge_Article/9233)
- c. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer’s systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer’s failure to do so.
- d. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral Project Manager the following information for the Site to be visited:
  - i. a fully completed Site Survey Data form which can be accessed and completed at <http://www.quickbase.com> (Customer will be given a username and password for access to the site upon execution of the applicable SOW);
  - ii. the first and last name, extension number, and email address for delivery of message notification emails of each User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Plan Service’s bulk configuration utility);
  - iii. written or illustrated diagrams of Customer’s current and proposed dial plans and data and call flows; and
  - iv. information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.

### 4. Late Site Visit Change

The Parties acknowledge and agree that Customer’s cancellation or change of the dates of a Site Visit at any time during the ten (10) business days immediately prior to the date that the Site Visit is scheduled to take place (a “Late Site Visit Change”) will cause RingCentral to incur in expenses and losses (including without limitation RingCentral’s costs in rescheduling the Site Visit and/or loss of opportunity for other business during the period during which such Site Visit was to take place). Accordingly, Customer agrees that for each Late Site Visit Change, Customer shall incur (at the time of cancellation or change) and be liable for, as liquidated damages, an amount equal to eight (8) hours of RingCentral T&M Services at RingCentral’s

then-current T&M Services hourly rate (as set forth in the applicable SOW), as well as any Service Expenses (set at \$2,500 per trip) that have already been expended by RingCentral. The Parties acknowledge and agree that this amount is a fair, reasonable, and appropriate pre-estimate of the losses that RingCentral will incur as a result of any single Late Site Visit Change.

## 5. Professional Services Acceptance

Each SOW will identify the specific criteria required for the completion of each Project Phase ("**Completion Criteria**"). Unless otherwise agreed between the parties in the SOW, upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will present to the Customer the Professional Services Project Completion Signoff Form ("**PCF**") for that Project Phase. Notwithstanding anything to the contrary in this PS Agreement or any SOW, RingCentral's obligations under any Project Phase are deemed accepted and the Professional Services under such Project Phase shall be considered completed in full and billable upon any of the following ("**Acceptance**"):

- a. Customer executes the PCF.
- b. If RingCentral presents Customer with the PCF and the Customer fails to execute the PCF within three (3) days, unless the Customer provides to RingCentral, within those three (3) days, with a detailed description of the items that are outstanding or that are materially non-conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services, and re-submit the PCF for the Project Phase to the Customer for Acceptance as described above. If RingCentral timely receives from the Customer a second rejection notice, and RingCentral, in its reasonable discretion determines that the Professional Services for the Project Phase were properly completed in accordance with the Completion Criteria, the Project Phase will be deemed to have been Accepted.
- c. **Production Use:** Unless otherwise agreed in writing between the parties, production use will constitute Acceptance for all purposes of this PS Agreement.
- d. In the event of termination of the applicable SOW as set forth below.
- e. **T&M Services.** : Acceptance for T&M Services is deemed accepted upon performance.

## 6. Payment

- a. The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for T&M Services. Customer will compensate RingCentral fees and expenses for the Services as set forth in the applicable SOW. Customer acknowledges and agrees that all fees and charges shall be due and payable without any deduction, withholding, or offset of any kind, including without limitation for any levy or tax.
- b. **Invoicing and Payment of Professional Services fees.** Except to the extent otherwise provided in an SOW, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced Monthly in arrears. The payment term for each invoice is set forth in the Agreement.
- c. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its fixed travel, meal, and lodging expenses incurred in connection with any Site Visit ("Service Expenses"). Travel, meal, and lodging expenses shall be invoiced upon Acceptance of each Project phase, alongside all other amounts due under this PS Agreement, on a per-trip/per resource basis, at a fixed rate of \$2,500 per trip. RingCentral shall, after Customer request, provide information verifying the deployment of on-site resources, but all invoices regarding Service Expenses shall only reference the fixed cost mentioned above, as applicable.
- d. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:
  - i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours of RingCentral per day at RingCentral's then-current T&M Services hourly rate.
  - ii. Customer agrees to pay a reschedule fee of five hundred dollars (\$500.00) for any Site Visit that must be rescheduled without at least ten (10) business days' notice to RingCentral.
- e. **Full Statement of Conditions for Customer Payment Obligations.** In no event shall Customer's incurring of or obligation to pay any amount under this PS Agreement be contingent on or tied in any way to the occurrence of any event not specifically identified in this PS Agreement, as such a condition with respect to such amounts.

## 7. Changes to SOWs

Changes to any applicable SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**"), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by RingCentral in its reasonable discretion. RingCentral shall have no obligation to commence work in connection with any Change Order until the Change Order is agreed upon by both Parties in writing. RingCentral has no obligation to provide any Professional Services outside the scope of an SOW.

## 8. Term and Termination

- a. **Term.** Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase, as the case may be, but shall have the right to elect in its sole discretion to continue to perform such Services in the period prior to the applicable SOW's or Project Phase, as the case may be, termination.
- b. **Termination.** Either Party may terminate this PS Agreement, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one SOW or Project Phase shall not necessarily result in the termination of, or otherwise affect, any other SOW or Project Phase.
- c. **Effect of Termination.** In the event that this PS Agreement, a SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:
  - i. any Professional Services and T&M Services that have been rendered up until the effective date of the termination;
  - ii. all applicable Service Expenses incurred; and
  - iii. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled.
- d. **Post-Termination Notice Wrap-Up.** Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase, as the case may be, but shall have the right to elect in its sole discretion to continue to perform such Services in the period prior to the applicable SOW's or Project Phase, as the case may be, termination.
- e. **Obligations Upon Termination.** Upon termination of this PS Agreement, Customer will promptly destroy or, at RingCentral's request, return to RingCentral, all RingCentral Confidential Information in their possession, including deleting or rendering unusable all electronic files and data that contain RingCentral Confidential Information, and will provide RingCentral with certification of compliance with this subsection.



## INITIAL - OFFICE SERVICES

This Order Form is a binding agreement between RingCentral, Inc. ("**RingCentral**") and **Molecular Templates Inc.**, ("**Customer**" or "**You**") (together the "**Parties**"), for the purchase of the Services, licenses, and products listed herein. The Order Form is subject to the terms and conditions specified in the applicable Agreement between the Parties. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties.

Service Provider	
Service Provider	RingCentral, Inc.
Address	20 Davis Drive
City, State & Zip Code	Belmont, CA 94002
Country	USA

Customer	
Customer	Molecular Templates Inc.
Address	9301 Amberglen Blvd. Ste. 100
City, State & Zip Code	Austin, TEXAS 78729
Country	United States
Billing Contact Person	
Billing Contact Phone	
Billing Contact E-mail Address	

Service Commitment Period	
Start Date	September 27 <sup>th</sup> , 2019
Initial Term	36 Months
Renewal Term	36 Months





<b>Payment Schedule</b>	Monthly - Contract Payment Period
-------------------------	-----------------------------------

Total Pricing for Selected Options (RingCentral Office Services)						
Service	Charge Term	Quantity	Rate	Monthly Subtotal	Annual Subtotal	One-time Subtotal
Office Standard 100 - 999 lines	Monthly - Contract	150	\$18.38	\$2,757.00	\$33,084.00	\$0.00
Cost Recovery Fee (DigitalLine Unlimited) (Office Standard 100 - 999 lines)	Monthly - Contract	150	\$3.50	\$525.00	\$6,300.00	\$0.00
E911 Fee (DigitalLine Unlimited) (Office Standard 100 - 999 lines)	Monthly - Contract	150	\$1.00	\$150.00	\$1,800.00	\$0.00
Additional Local Number	Monthly	50	\$0.99	\$49.50	\$594.00	\$0.00
Cost Recovery Fee (Digital Line Basic) (Limited Extension User)	Monthly	8	\$3.50	\$28.00	\$336.00	\$0.00
E911 Fee (Digital Line Basic) (Limited Extension User)	Monthly	8	\$1.00	\$8.00	\$96.00	\$0.00
Existing device	One - Time	8	\$0.00	\$0.00	\$0.00	\$0.00
Limited Extension User	Monthly	8	\$11.24	\$89.92	\$1,079.04	\$0.00
Yealink T42S	One - Time	150	\$50.00	\$0.00	\$0.00	\$7,500.00
	New Service Amount			\$3,607.42	\$43,289.04	\$7,500.00
	Total Initial Amount*			\$11,107.42		
*Does not include Taxes and Fees						



**Special Terms and Notes:** Customer's subscription entitles it to all features that are ascribed to the Office Standard Edition as they are described in the RingCentral website, as well as the features that follow:

1. Inbound Caller ID Name
2. Multi-Site Support

**Cost Center Billing:**

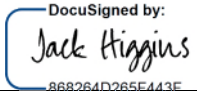
For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at [invoicebilling@ringcentral.com](mailto:invoicebilling@ringcentral.com).

**Credit:** Customer will be entitled to receive a one-time credit in the amount of USD 11012.70. This credit will be applied against charges for recurring Services, (and any taxes and fees associated with those Services), included in future invoices issued by RingCentral to Customer until the total amount of the credit is used. The Customer will be responsible to pay for any additional services and products, including without limitation, additional lines and extensions, one-time services, usage base fees and bundles, IP devices, and their associated taxes and fees. This credit is non-transferable and non-refundable, and the entire amount is void if the Agreement is terminated within the first 30 days; after that, any unused amount will expire immediately upon termination of your Agreement.

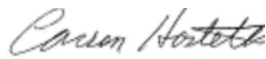


**IN WITNESS WHEREOF**, the Parties have executed this RingCentral Order Form above through their duly authorized representatives.

**Molecular Templates Inc.**

By: \_\_\_\_\_  
Name: Jack Higgins\_\_\_\_\_  
Title: CDSO\_\_\_\_\_  
Date: 9/30/2019\_\_\_\_\_

**RingCentral, Inc.**

By: \_\_\_\_\_  
Name: Carson Hostetter\_\_\_\_\_  
Title: SVP, Field Sales\_\_\_\_\_  
Date: 9/30/2019\_\_\_\_\_



## CHANGE ORDER FORM

This Change Order Form (“**Change Order**”), amends the previous Order Forms placed under the agreement between RingCentral, Inc. (“**RingCentral**”) and **Molecular Templates Inc.** (“**Customer**” or “**You**”) (together the “**Parties**”), for the purchase of the Services, licenses, and products listed herein. This Change Order is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Change Order, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “**Agreement**”). The Parties agree to amend the quantities, Services, products, pricing and terms specifically set forth below. All other terms and conditions not expressly contained herein shall remain unchanged and in full effect. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral Office is now RingCentral MVP. All references to “RingCentral Office”, whether in terms of service, advertising or product descriptions, mean “RingCentral MVP”.

### Customer

Molecular Templates Inc.

9301 Amberglen Blvd. Ste. 100  
Austin, TX 78729  
United States

Ilia Tcharikov

ilia.tcharikov@mtem.com  
Customer UID: 62375929004

### Service Provider

RingCentral, Inc.

20 Davis Drive  
Belmont, CA 94002  
United States

**Any new Services ordered under this Change Order will begin on the Start Date set forth below and will run coterminously with the Initial Term and Renewal Term previously agreed between the Parties, unless modified. Billing for incremental services will commence on the Start Date and will be invoiced on the same billing cycles as any preexisting Services. Other fee adjustments may not be effective until your next monthly service cycle.**

### Service Commitment Period

**Start Date for Items Added in this Change Order:** Effective as of the last date of signature below.

**Initial Term:** 36 Months Starting on September 30, 2022

**Renewal Term:** 36 Months

**Payment Schedule:** Previous: Monthly, New: Monthly

**RingCentral MVP Services**

<b>Recurring Services</b>						
<b>Summary of Service</b>	<b>Existing Qty</b>	<b>Additional Qty (+/-)</b>	<b>Total Qty</b>	<b>Rate</b>	<b>Change in Service</b>	<b>Subtotal</b>
<b>DigitalLine Unlimited Standard</b>	<b>150</b>	<b>-10</b>	<b>140</b>	<b>\$22.88</b>	<b>\$-228.80</b>	<b>\$3,203.20</b>
DigitalLine Unlimited Standard				\$18.38		
Compliance and Administrative Cost Recovery Fee				\$3.50		
e911 Service Fee				\$1.00		
<b>DigitalLine Basic</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>\$14.99</b>	<b>\$0.00</b>	<b>\$119.92</b>
DigitalLine Basic				\$10.49		
Compliance and Administrative Cost Recovery Fee				\$3.50		
e911 Service Fee				\$1.00		
<b>Additional Local Number</b>	<b>47</b>	<b>0</b>	<b>47</b>	<b>\$0.99</b>	<b>\$0.00</b>	<b>\$46.53</b>
<b>10DLC TCR SMS Registration - Conversational Low Volume</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>\$1.50</b>	<b>\$0.00</b>	<b>\$1.50</b>
<b>Monthly Recurring Services*</b>						<b>\$3,371.15</b>

Please note that if you downgrade or upgrade your entire MVP plan (i.e, from Standard to Premium, or Advanced to Core), your previous plan will not show on this change order, only your new plan will be shown.

<b>Total Initial Amount</b>	<b>\$3,371.15</b>
-----------------------------	-------------------

\*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

**Cost Center Billing**

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at [billingsupport@ringcentral.com](mailto:billingsupport@ringcentral.com).

**IN WITNESS WHEREOF**, the Parties have executed this Change Order Form above through their duly authorized representatives.

Customer

**Molecular Templates Inc.**

RingCentral

**RingCentral, Inc.**

DocuSigned by:

*Ilia Tcharikov*

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

B46CC1D06827433...

Name: Ilia Tcharikov

Title: IT Manager

Date: 8/14/2023

*Jonathan Leaf*

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

Name: Jonathan Leaf

Title: SVP Small Business

Date: 8/14/2023

**EXHIBIT B**

**Summary and Invoices**

## Molecular Templates, Inc. - Customer ID No. 62375929004

Invoice No.	Invoice Date	Service Dates	Total Amount Invoiced	Amount Pre-Petition	Amount Post-Petition	Amount Post-Rejection
CD_001078761	04/02/25	4/1/25-4/30/25	\$3,368.91	\$2,133.64	\$1,235.27	\$0.00
CD_001103751	05/02/25	5/1/25-5/31/25	\$3,362.83	\$0.00	\$3,362.83	\$0.00
CD_001130990	06/03/25	6/1/25-6/30/25	\$3,362.83	\$0.00	\$3,362.83	\$0.00
CD_001156276	07/02/25	7/1/25-7/31/25	\$3,362.83	\$0.00	\$1,952.61	\$1,410.22
			<b>\$13,457.40</b>	<b>\$2,133.64</b>	<b>\$9,913.54</b>	<b>\$1,410.22</b>

**Administrative Expense Claim: \$9,913.54**



# RingCentral® Invoice

## Billed To

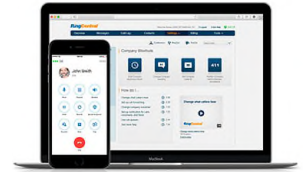
**Molecular Templates Inc.**  
 9301 Amberglen Blvd. Ste.  
 100  
 Austin TX 78729  
 United States  
**Phone:** (512) 368-8525  
**Customer Email:**  
 invoices@mtm.com

## Account Information

**Customer User ID:** 62375929004  
**Invoice No.:** CD\_001078761  
**Currency:** US Dollar  
**Terms:** Net 30  
**Invoice Date:** 04/02/2025  
**Invoice Amount to Pay:** \$3,368.91  
**Due Date:** 05/02/2025

Discover  
 what's new  
 at RingCentral.

[Learn more. >](#)



## Statement Summary

SERVICE	AMOUNT
<b>Subscription</b>	
<b>Charges</b>	
DigitalLine Unlimited Standard	\$2,173.88
DigitalLine Basic Standard	\$83.92
Additional Local Number	\$46.53
10DLC TCR SMS Registration - UCaaS Low Volume Campaign	\$1.50
<b>Taxes, Fees and Surcharges</b>	
Federal - Universal Service Fund	\$157.61
State Taxes	\$189.47
Local Taxes	\$50.00
Compliance and Administrative Cost Recovery Fee	\$518.00
e911 Service Fee	\$148.00
<b>Subscription Subtotal</b>	<b>\$3,368.91</b>
<b>Amount Due</b>	<b>\$3,368.91</b>



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

©2025 RingCentral, Inc. All rights reserved.

Customer User ID: 62375929004  
Invoice No.: CD\_001078761  
Invoice Amount to Pay: \$3,368.91

## Payment Methods

Please email remittance advice to **Collections@RingCentral.com**

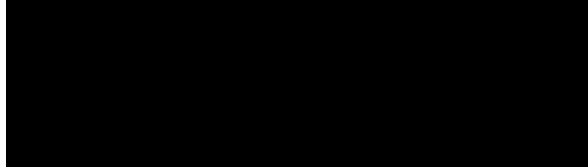
### Checks Regular Mail to Lockbox:

RingCentral Inc.  
P.O. Box 734232  
Dallas, TX 75373-4232

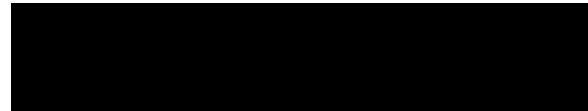
### Overnight/Courier Check Payment:

JPMorgan Chase (TX1-0029)  
Attn: RingCentral Inc. 734232  
14800 Frye Road, 2nd Floor  
Ft Worth, TX 76155

### Wire Instructions:



### ACH Payment:



**For Credit Card Payment** - Please call collections hotline at **(415) 649-6735**

## Billing Questions?

Email **billingsupport@ringcentral.com** or call **888-898-4591**.

Customer must notify RingCentral at **billingsupport@ringcentral.com** of disputes arising from invoices in writing within thirty (30) days of invoice date, unless otherwise specified in contract.

Undisputed amounts unpaid on or before agreed upon payment term on the invoice may lead to service interruption.

**Business Hours:** 12:00 AM to 12:00 AM (PST), Monday - Friday



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

©2025 RingCentral, Inc. All rights reserved.

**Statement Details**

Description	Start Date	End Date	Qty	Rate	Amount
<b>Subscription - Charges</b>					
DigitalLine Unlimited Standard	04/01/2025	04/30/2025	140	\$15.53	\$2,173.88
DigitalLine Basic Standard	04/01/2025	04/30/2025	8	\$10.49	\$83.92
Additional Local Number	04/01/2025	04/30/2025	47	\$0.99	\$46.53
10DLC TCR SMS Registration - UCaaS Low Volume Campaign	04/01/2025	04/30/2025	1	\$1.50	\$1.50
<b>Subscription - Charges Subtotal</b>					<b>\$2,305.83</b>
<b>Subscription - Taxes, Fees and Surcharges</b>					
Compliance and Administrative Cost Recovery Fee	04/01/2025	04/30/2025	148	\$3.50	\$518.00
e911 Service Fee	04/01/2025	04/30/2025	148	\$1.00	\$148.00
Federal - Universal Service Fund					\$157.61
State Taxes					\$189.47
Local Taxes					\$50.00
<b>Subscription - Taxes, Fees and Surcharges Subtotal</b>					<b>\$1,063.08</b>
<b>Subscription Subtotal</b>					<b>\$3,368.91</b>
<b>Total</b>				<b>Amount Due (Tax Included)</b>	<b>\$3,368.91</b>



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

©2025 RingCentral, Inc. All rights reserved.

# RingCentral® Invoice

## Billed To

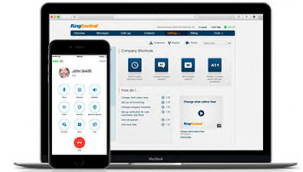
**Molecular Templates Inc.**  
 9301 Amberglen Blvd. Ste.  
 100  
 Austin TX 78729  
 United States  
**Phone:** (512) 368-8525  
**Customer Email:**  
 invoices@mtm.com

## Account Information

**Customer User ID:** 62375929004  
**Invoice No.:** CD\_001103751  
**Currency:** US Dollar  
**Terms:** Net 30  
**Invoice Date:** 05/02/2025  
**Invoice Amount to Pay:** \$3,362.83  
**Due Date:** 06/01/2025

Discover  
what's new  
at RingCentral.

[Learn more. >](#)



## Statement Summary

SERVICE	AMOUNT
<b>Subscription</b>	
<b>Charges</b>	
DigitalLine Unlimited Standard	\$2,173.88
DigitalLine Basic Standard	\$83.92
Additional Local Number	\$46.53
10DLC TCR SMS Registration - UCaaS Low Volume Campaign	\$1.50
<b>Taxes, Fees and Surcharges</b>	
Federal - Universal Service Fund	\$151.89
State Taxes	\$189.11
Local Taxes	\$50.00
Compliance and Administrative Cost Recovery Fee	\$518.00
e911 Service Fee	\$148.00
<b>Subscription Subtotal</b>	<b>\$3,362.83</b>
<b>Amount Due</b>	<b>\$3,362.83</b>



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

©2025 RingCentral, Inc. All rights reserved.

Customer User ID: 62375929004  
Invoice No.: CD\_001103751  
Invoice Amount to Pay: \$3,362.83

## Payment Methods

Please email remittance advice to [Collections@RingCentral.com](mailto:Collections@RingCentral.com)

### Checks Regular Mail to Lockbox:

RingCentral Inc.  
P.O. Box 734232  
Dallas, TX 75373-4232

### Overnight/Courier Check Payment:

JPMorgan Chase (TX1-0029)  
Attn: RingCentral Inc. 734232  
14800 Frye Road, 2nd Floor  
Ft Worth, TX 76155

### Wire Instructions:



### ACH Payment:



For Credit Card Payment - Please call collections hotline at (415) 649-6735

## Billing Questions?

Email [billingsupport@ringcentral.com](mailto:billingsupport@ringcentral.com) or call 888-898-4591.

Customer must notify RingCentral at [billingsupport@ringcentral.com](mailto:billingsupport@ringcentral.com) of disputes arising from invoices in writing within thirty (30) days of invoice date, unless otherwise specified in contract.

Undisputed amounts unpaid on or before agreed upon payment term on the invoice may lead to service interruption.

**Business Hours:** 12:00 AM to 12:00 AM (PST), Monday - Friday



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

©2025 RingCentral, Inc. All rights reserved.

**Statement Details**

Description	Start Date	End Date	Qty	Rate	Amount
<b>Subscription - Charges</b>					
DigitalLine Unlimited Standard	05/01/2025	05/31/2025	140	\$15.53	\$2,173.88
DigitalLine Basic Standard	05/01/2025	05/31/2025	8	\$10.49	\$83.92
Additional Local Number	05/01/2025	05/31/2025	47	\$0.99	\$46.53
10DLC TCR SMS Registration - UCaaS Low Volume Campaign	05/01/2025	05/31/2025	1	\$1.50	\$1.50
<b>Subscription - Charges Subtotal</b>					<b>\$2,305.83</b>
<b>Subscription - Taxes, Fees and Surcharges</b>					
Compliance and Administrative Cost Recovery Fee	05/01/2025	05/31/2025	148	\$3.50	\$518.00
e911 Service Fee	05/01/2025	05/31/2025	148	\$1.00	\$148.00
Federal - Universal Service Fund					\$151.89
State Taxes					\$189.11
Local Taxes					\$50.00
<b>Subscription - Taxes, Fees and Surcharges Subtotal</b>					<b>\$1,057.00</b>
<b>Subscription Subtotal</b>					<b>\$3,362.83</b>
<b>Total</b>				<b>Amount Due (Tax Included)</b>	<b>\$3,362.83</b>



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

©2025 RingCentral, Inc. All rights reserved.

# RingCentral® Invoice

## Billed To

**Molecular Templates Inc.**  
 9301 Amberglen Blvd. Ste.  
 100  
 Austin TX 78729  
 United States  
**Phone:** (512) 368-8525  
**Customer Email:**  
 invoices@mtm.com

## Account Information

**Customer User ID:** 62375929004  
**Invoice No.:** CD\_001130990  
**Currency:** US Dollar  
**Terms:** Net 30  
**Invoice Date:** 06/03/2025  
**Invoice Amount to Pay:** \$3,362.83  
**Due Date:** 07/03/2025

Discover  
what's new  
at RingCentral.

[Learn more. >](#)



## Statement Summary

SERVICE	AMOUNT
<b>Subscription</b>	
<b>Charges</b>	
DigitalLine Unlimited Standard	\$2,173.88
DigitalLine Basic Standard	\$83.92
Additional Local Number	\$46.53
10DLC TCR SMS Registration - UCaaS Low Volume Campaign	\$1.50
<b>Taxes, Fees and Surcharges</b>	
Federal - Universal Service Fund	\$151.89
State Taxes	\$189.11
Local Taxes	\$50.00
Compliance and Administrative Cost Recovery Fee	\$518.00
e911 Service Fee	\$148.00
<b>Subscription Subtotal</b>	<b>\$3,362.83</b>
<b>Amount Due</b>	<b>\$3,362.83</b>



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

©2025 RingCentral, Inc. All rights reserved.

Customer User ID: 62375929004  
Invoice No.: CD\_001130990  
Invoice Amount to Pay: \$3,362.83

## Payment Methods

Please email remittance advice to **Collections@RingCentral.com**

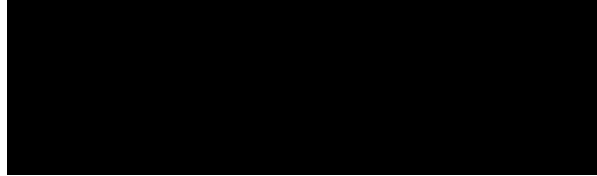
### Checks Regular Mail to Lockbox:

RingCentral Inc.  
P.O. Box 734232  
Dallas, TX 75373-4232

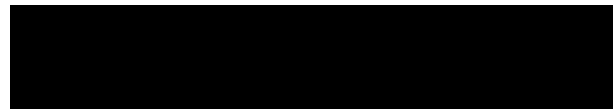
### Overnight/Courier Check Payment:

JPMorgan Chase (TX1-0029)  
Attn: RingCentral Inc. 734232  
14800 Frye Road, 2nd Floor  
Ft Worth, TX 76155

### Wire Instructions:



### ACH Payment:



**For Credit Card Payment** - Please call collections hotline at **(415) 649-6735**

## Billing Questions?

Email **billingsupport@ringcentral.com** or call **888-898-4591**.

Customer must notify RingCentral at **billingsupport@ringcentral.com** of disputes arising from invoices in writing within thirty (30) days of invoice date, unless otherwise specified in contract.

Undisputed amounts unpaid on or before agreed upon payment term on the invoice may lead to service interruption.

**Business Hours:** 12:00 AM to 12:00 AM (PST), Monday - Friday



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

©2025 RingCentral, Inc. All rights reserved.



**Statement Details**

Description	Start Date	End Date	Qty	Rate	Amount
<b>Subscription - Charges</b>					
DigitalLine Unlimited Standard	06/01/2025	06/30/2025	140	\$15.53	\$2,173.88
DigitalLine Basic Standard	06/01/2025	06/30/2025	8	\$10.49	\$83.92
Additional Local Number	06/01/2025	06/30/2025	47	\$0.99	\$46.53
10DLC TCR SMS Registration - UCaaS Low Volume Campaign	06/01/2025	06/30/2025	1	\$1.50	\$1.50
<b>Subscription - Charges Subtotal</b>					<b>\$2,305.83</b>
<b>Subscription - Taxes, Fees and Surcharges</b>					
Compliance and Administrative Cost Recovery Fee	06/01/2025	06/30/2025	148	\$3.50	\$518.00
e911 Service Fee	06/01/2025	06/30/2025	148	\$1.00	\$148.00
Federal - Universal Service Fund					\$151.89
State Taxes					\$189.11
Local Taxes					\$50.00
<b>Subscription - Taxes, Fees and Surcharges Subtotal</b>					<b>\$1,057.00</b>
<b>Subscription Subtotal</b>					<b>\$3,362.83</b>
<b>Total</b>	<b>Amount Due (Tax Included)</b>				<b>\$3,362.83</b>



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

©2025 RingCentral, Inc. All rights reserved.

# RingCentral® Invoice

## Billed To

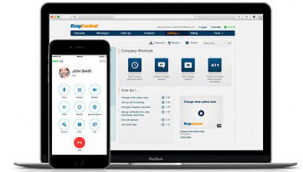
**Molecular Templates Inc.**  
 9301 Amberglen Blvd. Ste.  
 100  
 Austin TX 78729  
 United States  
**Phone:** (512) 368-8525  
**Customer Email:**  
 invoices@mtm.com

## Account Information

**Customer User ID:** 62375929004  
**Invoice No.:** CD\_001156276  
**Currency:** US Dollar  
**Terms:** Net 30  
**Invoice Date:** 07/02/2025  
**Invoice Amount to Pay:** \$3,362.83  
**Due Date:** 08/01/2025

Discover  
 what's new  
 at RingCentral.

[Learn more. >](#)



## Statement Summary

SERVICE	AMOUNT
<b>Subscription</b>	
<b>Charges</b>	
DigitalLine Unlimited Standard	\$2,173.88
DigitalLine Basic Standard	\$83.92
Additional Local Number	\$46.53
10DLC TCR SMS Registration - UCaaS Low Volume Campaign	\$1.50
<b>Taxes, Fees and Surcharges</b>	
Federal - Universal Service Fund	\$151.89
State Taxes	\$189.11
Local Taxes	\$50.00
Compliance and Administrative Cost Recovery Fee	\$518.00
e911 Service Fee	\$148.00
<b>Subscription Subtotal</b>	<b>\$3,362.83</b>
<b>Amount Due</b>	<b>\$3,362.83</b>



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

©2025 RingCentral, Inc. All rights reserved.

**Customer User ID:** 62375929004  
**Invoice No.:** CD\_001156276  
**Invoice Amount to Pay:** \$3,362.83

## **Payment Methods**

Please email remittance advice to **Collections@RingCentral.com**

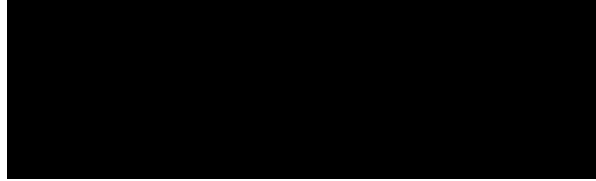
### **Checks Regular Mail to Lockbox:**

RingCentral Inc.  
P.O. Box 734232  
Dallas, TX 75373-4232

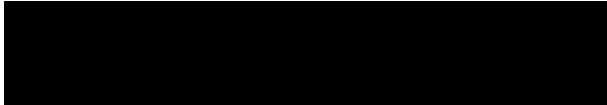
### **Overnight/Courier Check Payment:**

JPMorgan Chase (TX1-0029)  
Attn: RingCentral Inc. 734232  
14800 Frye Road, 2nd Floor  
Ft Worth, TX 76155

### **Wire Instructions:**



### **ACH Payment:**



**For Credit Card Payment** - Please call collections hotline at **(415) 649-6735**

## **Billing Questions?**

Email **billingsupport@ringcentral.com** or call **888-898-4591**.

Customer must notify RingCentral at **billingsupport@ringcentral.com** of disputes arising from invoices in writing within thirty (30) days of invoice date, unless otherwise specified in contract.

Undisputed amounts unpaid on or before agreed upon payment term on the invoice may lead to service interruption.

**Business Hours:** 12:00 AM to 12:00 AM (PST), Monday - Friday



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

©2025 RingCentral, Inc. All rights reserved.

**Statement Details**

Description	Start Date	End Date	Qty	Rate	Amount
<b>Subscription - Charges</b>					
DigitalLine Unlimited Standard	07/01/2025	07/31/2025	140	\$15.53	\$2,173.88
DigitalLine Basic Standard	07/01/2025	07/31/2025	8	\$10.49	\$83.92
Additional Local Number	07/01/2025	07/31/2025	47	\$0.99	\$46.53
10DLC TCR SMS Registration - UCaaS Low Volume Campaign	07/01/2025	07/31/2025	1	\$1.50	\$1.50
<b>Subscription - Charges Subtotal</b>					<b>\$2,305.83</b>
<b>Subscription - Taxes, Fees and Surcharges</b>					
Compliance and Administrative Cost Recovery Fee	07/01/2025	07/31/2025	148	\$3.50	\$518.00
e911 Service Fee	07/01/2025	07/31/2025	148	\$1.00	\$148.00
Federal - Universal Service Fund					\$151.89
State Taxes					\$189.11
Local Taxes					\$50.00
<b>Subscription - Taxes, Fees and Surcharges Subtotal</b>					<b>\$1,057.00</b>
<b>Subscription Subtotal</b>					<b>\$3,362.83</b>
<b>Total</b>				<b>Amount Due (Tax Included)</b>	<b>\$3,362.83</b>



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

©2025 RingCentral, Inc. All rights reserved.

**EXHIBIT C**

**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

MOLECULAR TEMPLATES, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10739 (BLS)

(Jointly Administered)

**Re: D.I.**

**ORDER GRANTING MOTION OF RINGCENTRAL, INC. FOR  
ALLOWANCE AND PAYMENT OF AN ADMINISTRATIVE EXPENSE CLAIM**

Upon the *Motion of RingCentral, Inc. for Allowance and Payment of an Administrative Expense Claim* (the “Motion”) filed by RingCentral, Inc. (“RingCentral”) on August 6, 2025, in the above-captioned jointly administered bankruptcy cases, seeking allowance and payment as an administrative expense the amount owed for post-petition services provided by RingCentral to the Debtors; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b)(1) and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (B); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, its creditors, and other parties in interest; and this Court having found that RingCentral’s notice of the Motion and opportunity for hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the Debtors’ federal tax identification numbers, are: Molecular Templates, Inc. (9596) and Molecular Templates OpCo, Inc. (6035). The Debtors’ mailing address is: 124 Washington Street, Suite 101, Foxboro, MA 02035. All court filings can be accessed at: <https://www.veritaglobal.net/MolecularTemplates>.

Motion and the evidence in support thereof; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings before this Court and after due deliberation, it is hereby

**ORDERED** that the Motion is **GRANTED** as set forth herein; and it is further

**ORDERED** that RingCentral has an allowed chapter 11 administrative expense claim in the amount of **\$9,913.54** (the “Administrative Expense Claim”) pursuant to 11 U.S.C. § 503(b)(1)(A); and it is further

**ORDERED** that the Debtors are authorized and directed to make payment of the Administrative Expense Claim to RingCentral at the same time and in the same manner as other similarly situated chapter 11 administrative claims; and it is further

**ORDERED** that this Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

MOLECULAR TEMPLATES, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10739 (BLS)

(Jointly Administered)

**CERTIFICATE OF SERVICE**

I, Karen M. Grivner, certify that on August 6, 2025, a true and correct copy of the foregoing *Motion of RingCentral, Inc. for Allowance and Payment of an Administrative Expense Claim* was served upon all parties that are registered to receive electronic notices via the electronic notification pursuant to the ECF procedures in this District, and on the parties on the attached service list via email.

Dated: August 6, 2025

Respectfully submitted,

**CLARK HILL PLC**

/s/ Karen M. Grivner

Karen M. Grivner (DE Bar No. 4372)  
824 N. Market Street, Suite 710  
Wilmington, Delaware 19801  
Telephone: (302) 250-4750  
Facsimile: (302) 421-9439  
kgrivner@clarkhill.com

-and-

James L. Ugalde (AZ Bar No. 022733)  
3200 N. Central Avenue, Suite 1600  
Phoenix, Arizona 85012  
Telephone: (602) 440-4817  
Facsimile: (602) 257-9582  
jugalde@clarkhill.com

-and-

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are: Molecular Templates, Inc. (9596) and Molecular Templates OpCo, Inc. (6035). The Debtors' mailing address is: 124 Washington Street, Suite 101, Foxboro, MA 02035. All court filings can be accessed at: <https://www.veritaglobal.net/MolecularTemplates>.



Tara L. Bush (TX Bar No. 24122050)  
901 Main Street, Suite 6000  
Dallas, Texas 75202  
Telephone: (214) 651-4300  
Facsimile: (214) 651-4330  
tbush@clarkhill.com

*Counsel for RingCentral, Inc.*

**SERVICE LIST**

Eric D. Schwartz  
Andrew R. Remming  
Luke Brzozowski  
Morris, Nichols, Arsht & Tunnell LLP  
1201 Market Street, 16th Floor  
Wilmington, DE 19801  
eschwartz@morrisnichols.com  
aremming@morrisnichols.com  
lbrzozowski@morrisnichols.com

*Counsel to the Debtors and Debtors in Possession*

Ben Bang  
K2 Health Ventures, LLC  
855 Boylston Street, 10th Floor  
Boston, MA 02116  
bbang@k2hv.com

*Liquidating Trust Beneficiary*

Jane M. Leamy  
Office of the United States Trustee  
U.S. Department of Justice  
844 King Street, Suite 2207  
Lockbox #35  
Wilmington, DE 19801  
jane.m.leafy@usdoj.gov

Craig Jalbert  
Verdolino & Lowey, P.C.  
124 Washington Street, Suite 101  
Foxboro, MA 02035  
cjalbert@vlpc.com

*Liquidating Trustee*

Jeri Leigh Miller  
Sidley Austin LLP  
2021 McKinney Ave., Suite 200  
Dallas, TX 75201  
jeri.miller@sidley.com

*Counsel to the Liquidating Trust Beneficiary*