

AVAYA ACO RING CENTRAL SERVICE SCHEDULE

This Representative Agreement (“Agreement”) is made by and between you, an existing Buyer with a signed Credit Application with the Distributor (herein defined as “Representative”) and **Westcon Group European Operations Ltd**, an English Company, having an office at Chandlers House, Wilkinson Road, Cirencester, Glos. GL7 1YT (“Distributor”).

This Agreement shall be deemed effective as at the date of electronic or written acceptance (“Effective Date”).

The Distributor and Representative hereby agree as follows:

WHEREAS:

- A) A Representative Agreement (the “**Master Agreement**”) has been entered into between the Distributor and the Representative. Representative wishes to adopt and incorporate by reference all of the terms and conditions of the Master Agreement in order to become an independent contractor for the purposes of marketing and soliciting orders for the products and services made commercially available by Distributor subject to the additional terms and conditions of this Schedule.
- B) Representative and Distributor desire to enter into this Schedule under the same terms and conditions as the Master Agreement except as otherwise provided herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions.

Capitalised terms used in an Appendix or Attachment to this Agreement but not defined in that Appendix or Attachment shall be defined as set forth:

“**Agreement**” means this Service Schedule together with all Appendices and Attachments, including online documents, and any amendment intended to supplement, modify or replace the present agreement.

“**Customers**” means the final end customer or licensee that purchases, licenses or otherwise receives any of the Services pursuant to a Qualified Sale with RingCentral or its Affiliates.

“**Customer Transition Date**” means, with respect to each Customer, the date, which must be before the End of Life Date, when such Customer is transferred to a New RingCentral Service. RingCentral will specify the Customer Transition Date applicable to each Customer in the Customer Transition Notice, which notice shall not be transmitted until at least seven (7) days after the receipt of the End of Life Notice. On the Customer Transition Date, the Representative named in the account may elect to move the Customer to a different RingCentral channel program. In those cases, Distributor will compensate the Representative under the applicable RingCentral program

“**Customer Transition Notice**” means the notification sent by RingCentral, or upon RingCentral request, jointly by RingCentral with Avaya, and/or Representative, indicating among other things, the Customer Transition Date and the New RingCentral Service that will replace the Services.

“**Data Processing Addendum**” means Appendix B, attached hereto.

“**End of Life Date**” is a date specified by RingCentral after which RingCentral may discontinue the Service at any time.

“**End of Life Notice**” means a written notice provided by RingCentral to Avaya establishing the End of Life Date. The End of Life Notice may be delivered by Distributor to Representative at any time that is no later than forty-five (45) days prior to the End of Life Date.

“**Lead Registration Process**” means a lead registration process established and maintained by RingCentral. The Lead Registration Process includes the Qualified Lead Protocol. The Lead Registration Process is described in more detail in the Rules of Engagement and may be modified from time to time by Distributor.

“**Life of Customer**” means the term during which a Customer pays MRR to RingCentral for a Qualified Sale of the Services under this Agreement.

“MRR” means the then-current total amount of monthly recurring subscription fee portion of revenue (or, if paid based on a different frequency, the recurring subscription fee portion of revenue calculated on a monthly basis) attributable to the Services (and, for the avoidance of doubt, any renewal thereof) paid to RingCentral or its Affiliates with respect to a Qualified Sale; *provided that*, for the avoidance of doubt, (i) MRR shall exclude (A) any revenue from one-time or non-recurring transactions or services (including set-up, installation, professional services, sales of handsets and other equipment) and other one-time charges and services (including usage based charges and charges for a toll-free number), (B) any Taxes (but, for the avoidance of doubt, excluding any income Tax imposed on RingCentral or any of its Affiliates, or any withholding Taxes in lieu of such income Taxes) paid to RingCentral by the customer, (C) any cost recovery fees and similar administrative fees, and (D) any costs and expenses reimbursed to RingCentral, and (ii) MRR shall be calculated after giving effect to, and net of, any credits, refunds, discounts, and other reductions in respect of such Qualified Sale. The Parties agree that, for purposes of this Agreement, a subscription fee shall include the recurring fee that RingCentral or any of its Affiliates intends to bill or bills for a subscription to the applicable Service, even if not expressly labeled a “subscription fee.”

“Objective” means the general framework of obligations undertaken by Representative under this Agreement.

“Personal Data” has the meaning set forth in the Data Processing Addendum.

“Privacy Laws” has the meaning set forth in the Data Processing Addendum.

“Proof of Concept” (POC) is a pre-sale implementation to allow prospects to test out ACO services prior to executing a purchase agreement. A POC typically starts with the execution of a POC or Evaluation Agreement by the Customer.

“Prospective Customer” means any Person in the Territory to which sales of Services can be made.

“RingCentral Terms” means all agreements entered into by RingCentral and a Customer in connection with this Agreement and relating to the Services, including agreements for the provision and use of the Services, RingCentral’s data privacy and security policies, and RingCentral policies for the use of the Services.

“Services” means, Avaya Cloud Office by RingCentral (“ACO”) or RingCentral Office (“RCO”) and shall not include any services (e.g., vanity numbers, phone/equipment purchases) that constitute one-time charges, or any other services. The Services are further described in RingCentral and Avaya documentation made available to Master Agent and its Representatives.

“New RingCentral Service” means a Non-Avaya branded RingCentral Offering to which RingCentral may transition a Customer.

“Qualified Sale” means the sale of the Services to a Prospective Customer by Representative. A Qualified Sale only occurs if Representative (i) registers the sales opportunity with RingCentral in accordance with the lead registration process set forth in the Rules of Engagement, and (ii) satisfies the Qualified Lead Protocol (as defined in the Rules of Engagement) with respect to such sales opportunity as set forth in the Rules of Engagement; (iii) the Prospective Customer chooses the Representative working under the Super Master Agent ID (“SMA ID”), as the partner of record for the account; and (iv) the Prospective Customer executes a sales agreement with the Avaya on behalf of RingCentral for its own use and not for resale.

“Rules of Engagement” are found at [Appendix C](#).

“Territory” means the United Kingdom.

2. Engagement for the promotion of Ring Central Services

2.1 The Distributor hereby appoints the Representative as its non-exclusive agent in the Territory for the soliciting and marketing of orders for the designated Services, and Representative hereby accepts such appointment and shall use its commercially reasonable efforts to carry out the Objective in a reasonable and diligent manner using due care and skill, in accordance with the provisions of this Agreement. As part of the Objective, Representative shall use its commercially reasonable efforts to contact Prospective Customers and provide to them relevant information regarding the Services on the basis of the information and documents provided or approved by RingCentral or Avaya; and, (ii) refer Prospective Customers to the Distributor in order to execute sales agreements on RingCentral’s behalf with Prospective Customers approved by RingCentral (as set forth below). Representative shall market the Services to Prospective Customers accordance with this Agreement. All Customers shall enter into the RingCentral Terms with RingCentral as the contracting party, with Avaya executing the RingCentral Terms on behalf of

RingCentral. Nothing herein shall be interpreted as an authorization to Representative to resell any RingCentral services, including the Services. Distributor may at any time in its commercially reasonable discretion with thirty (30) days' notice to Representative offer additional products and services or modify, limit the availability of, or cease offering any Services, provided, that Distributor may modify, limit the availability of, or cease offering Services with immediate effect if such is required by action of law or regulations applicable to the Services.

- 2.2 Representative shall not delegate or sub-contract any obligations under this Agreement.
- 2.3 Each Party shall comply with the Rules of Engagement, set forth at Appendix C, which may be changed from time to time by Avaya.
- 2.4 In performing the Objective under this Agreement, except with respect to its appointment as an agent hereunder, Representative shall operate as an independent contractor and shall not be or hold itself out as or act as an employee, partner, principal, or joint venture of Avaya, Ring Central or Distributor, or collect or receive money from Customers on behalf of RingCentral or Avaya. Except as specifically set forth herein, Representative shall in no way have the authority to bind or obligate Avaya in any respect. Representative may not make additional representations and warranties on Avaya's behalf including with respect to the prices, rates, terms, availability and conditions of the Services. Nothing in this Agreement shall, or shall be deemed to, sell, transfer, license or assign any right, title or interest of any kind in or to the Services to Representative, which right, title and interest shall at all times be and remain owned solely by RingCentral or Avaya, respectively.

3. Representative Service Fees.

- 3.1 Distributor shall pay to Representative the Channel Commissions specified in Appendix A low ("Channel Commissions"). Channel Commissions, which Distributor may adjust for prior overpayment, shall be paid to Representative based on the MRR generated by Qualified Sales with Customers and shall be calculated and paid according to the terms and conditions of Appendix A.
- 3.2 Distributor shall provide Representative with a monthly Channel Commission report showing all Channel Commissions earned by Representative for the applicable month (offset by any overpaid Channel Commissions in accordance with Section 3 of this Agreement). All Channel Commissions or other payments due by Distributor to Representative shall be made in accordance Appendix A and the existing payment terms in place between the Distributor save that payment shall not be made:
- Where the Distributor has outstanding invoices with the Representative and the Representative is in default of its payment terms
 - Where such payment would be less than 250 EURO (of GBP equivalent)

If any Customer requests a refund, money back guarantee or cancels Service for any reason and Distributor has already paid Channel Commissions to Representative for such Qualified Sale that would not otherwise be due, Representative hereby authorizes Distributor to deduct any such overpayment amounts from any amounts earned by Representative during the current and any subsequent (if necessary) month(s). For the avoidance of any doubt, no Channel Commissions shall be due or paid to Representative by Distributor for any Customer that terminates the subscription, following such termination.

- 3.3 Currency. All amounts under this Agreement are stated and calculated, and shall be paid, in pounds sterling (GBP) in the UK.
- 3.4 Taxes. Representative is solely responsible for paying all legally required taxes, including without limitation any sales, excise or other taxes and fees which may be levied upon the Commissions, the sale, license, installation or use of the Services ("Tax" or "Taxes"),

4. RingCentral's Discretion to Reject Prospective Customers and Other RingCentral Rights.

- 4.1 RingCentral has the right, in its commercially reasonable discretion, to enter into or not enter into, or to terminate any Qualified Sale with a Customer. If RingCentral declines to enter into an agreement with a Prospective Customer, then Distributor shall not be obligated to pay any Service Fees to Representative. Furthermore, RingCentral shall at all times be permitted to take any action against a Customer as authorised by any applicable Law or under the RingCentral Terms including without limitation suspension or termination of the Services and/or termination of the Customer's service contract(s). RingCentral has the sole right to: (i) set prices for the Services,

(ii) set the terms and conditions for the use of the Services, (iii) make other adjustments to the Services, and (iv) discontinue offering or selling some or all of the Services, in each case without liability of any kind to the Representative.

5. Representative Obligations, Representations and Warranties.

- 5.1 Efforts. Representative shall use its commercially reasonable efforts (subject to the terms of this Agreement) in carrying out the Objective. Representative shall require that its employees and other persons acting on Representative's behalf, act in all dealings with Customers and Prospective Customers in material compliance with all applicable Laws and in material compliance at all times with all relevant terms and conditions of this Agreement. Where required by applicable Law or any applicable regulator, Representative shall disclose the terms of this Agreement to the Prospective Customer, subject to notifying Distributor of such disclosure (except to the extent that the disclosure is prohibited by such Law or regulator).
- 5.2 RingCentral and Avaya Policies. Avaya shall have no responsibility for Prospective Customer development or marketing. Representative shall follow RingCentral's and Avaya's applicable policies and procedures relating to the Services and this Agreement (collectively, the "RingCentral Policies" or the "Avaya Policies") (which Representative confirms have been understood and agreed to by Representative) in all material respects, as they may be modified from time to time by RingCentral or Avaya. Representative acknowledges that the RingCentral Policies and the Avaya Policies may include matters relating to: (i) the proper representation of the Services to Customers; and (ii) the manner in which to complete applications and provide network and credit information and other documentation with respect to Customers.
- 5.3 Customer Contracts. Representative shall provide to Customers the applicable RingCentral sales agreement and ordering documents included in the RingCentral Terms. In the event a Customer requests changes of any type from the standard RingCentral Terms, or discounts over the list price, all such proposed changes and discounts shall be forwarded to Avaya for its consideration and handling. RingCentral shall have sole discretion to determine if it wishes to agree to any changes to the RingCentral Terms. Representative understands and acknowledges that RingCentral shall have the right to reasonably modify the processes and documentation required to consummate a Qualified Sale. Any action of RingCentral in providing Services under terms erroneously offered by Representative or otherwise inconsistent with the then-effective RingCentral's approved sales agreement forms shall not be deemed ratification or approval by RingCentral of such terms. RingCentral may update the RingCentral Terms from time to time, and the updated RingCentral Terms will become effective upon such update.
- 5.4 Assistance. Representative shall use commercially reasonable efforts to provide assistance to Avaya, at Avaya's reasonable request, with respect to the Services, of all Customer accounts which Representative has established under this Agreement, including maintaining Customer satisfaction; provided that Representative shall have no obligation under this Section to make any payment or concession to any Customer or to incur any material costs.
- 5.5 Slamming and Cramming Prevention. By signing this Agreement, Representative accepts and agrees, where applicable, to the Policies and Procedures Regarding Slamming and Cramming Prevention set forth at Appendix D as may be updated by RingCentral from time to time.
- 5.6 Warranties. Representative warrants, that it: (i) shall, and shall require its employees and other persons acting on its behalf in connection with the Services to comply, in all material respects with all Laws (including Privacy Laws) applicable to Representative's activities hereunder and not knowingly do or omit to do any act that could reasonably be expected to cause Distributor, Avaya or RingCentral to violate any such Law (including Privacy Laws), or to be in breach of its contractual obligations with Customers (in each case other than as a result of the acts or omissions of Distributor, Avaya, RingCentral's or its Affiliates' or any third party); (ii) has obtained, and shall maintain at all times during the Term such authorizations, consents, licenses, accreditations and permissions as are necessary for Representative to operate and otherwise perform hereunder and to engage in the activities related to this Agreement, including any authorizations necessary to promote the sale of the Services in the Territory in accordance with the Objective (excluding those that Avaya, RingCentral, its Affiliates or Customers are required under applicable Law to obtain); (iii) shall promptly provide Avaya with all information which Avaya may reasonably request from time to time in connection with Representative's performance of its obligations under this Agreement, including the onboarding of Customers; (iv) shall not make any representations or warranties regarding the Services (or any other services offered or provided by Avaya or RingCentral) to Customers or any other third party except as approved in advance by Avaya or RingCentral in writing or as reflected in RingCentral's then-current RingCentral Terms; and (v) shall, upon termination or expiration of this Agreement, no longer be authorized hereunder to (a) engage in any

marketing, promotion, distribution, selling, or similar activities with respect to the Services, (b) engage in any use, publication, copying, reproduction, posting, display, or transmission of any logo, trade mark or trade name, service mark, spec sheet, intellectual or other property; and/or marketing, promotional, or advertising content or material, in each case belonging to Avaya or RingCentral, (c) hold itself out or publicize itself as a Representative or business partner of Avaya in relation to the Services, and/or (d) represent or imply to any party that it is authorized to perform any of the activities or Objective described herein.

- 5.7 **Branding Guidelines.** Representative will at all times abide by Avaya's branding guidelines found at <https://sales.avaya.com/en/general/standards-and-guidelines-documents>, as may be updated from time to time by Avaya. Upon any termination or expiration of this Agreement, Representative shall no longer have any right hereunder to use any trademark, trade name, service mark, or other intellectual property of Avaya or its Affiliates.
- 5.8 **Sales Program Link.** Distributor or Avaya will provide one or more unique codes to Representative in the form of an Internet link, URL or other format as determined by Avaya which Representative may provide to prospective Customers to allow Avaya to identify eligible sales of the Services to such Customers.
- 5.9 **Non-Exclusivity.** Representative acknowledges that nothing in this Agreement shall be construed as preventing Avaya from seeking Customers on its own or through the efforts of others except that Avaya cannot solicit Customers or Prospective Customers who have been brought to Avaya by Representative.
- 5.10 **Mass-Marketing Restrictions.** Representative agrees, and Representative shall cause Representative's Subagents to agree, not to send unsolicited electronic messages to unrelated recipients (including spam e-mail, text messages, or phone calls) or otherwise to engage in any other form of mass electronic communications prohibited by Law in connection with Avaya or any activities contemplated under this Agreement.

6. Representative and RingCentral Obligations and Responsibilities.

- 6.1 **Quotes for Service.** Avaya will provide all quotes and RingCentral Terms to be provided to Prospective Customers. PRICING FOR THE SERVICES AND ALL OTHER SERVICES AND THE NEGOTIATION AND CONCLUSION OF ALL OTHER TERMS AND CONDITIONS OF THE CUSTOMER'S TERMS OF SERVICE, LICENSE AGREEMENT, AND OTHER APPLICABLE AGREEMENTS OR POLICIES WITH REGARD TO THE SERVICES SHALL BE DETERMINED BY RINGCENTRAL AS SET FORTH IN THIS AGREEMENT.
- 6.2 **Provision of Service.** RingCentral shall be responsible for providing, delivering, maintaining, and supporting the Services. REPRESENTATIVE SHALL PROMOTE THE SALE OF THE SERVICES IN THE TERRITORY IN ACCORDANCE WITH THE OBJECTIVE ONLY IN A MANNER WHICH MAKES IT CLEAR THAT: (I) RINGCENTRAL (AND NOT AVAYA OR REPRESENTATIVE) IS THE ULTIMATE PROVIDER OF SUCH SERVICES; AND (II) THE TERMS AND CONDITIONS (INCLUDING, PRICES AND WARRANTIES) ARE DETERMINED BY RINGCENTRAL AND ARE SUBJECT TO THE RINGCENTRAL POLICIES.
- 6.3 **Execution of Customer Contracts.** Avaya, and not Representative, shall execute the RingCentral Terms on RingCentral's behalf with Customers approved by RingCentral using the RingCentral Terms provided by RingCentral for this purpose. Representative may not alter the RingCentral Terms. EXCEPT AS OTHERWISE EXPRESSLY AUTHORIZED BY AVAYA IN WRITING IN ADVANCE, REPRESENTATIVE SHALL NOT ENTER INTO ANY LICENSE AGREEMENT OR OTHER AGREEMENT WITH ANY CUSTOMER ON BEHALF OF RINGCENTRAL OR AVAYA.
- 6.4 **Approval of Advertising/Promotional Materials.** Representative may use Avaya's trademarks, service marks, trade names, and logos in branding the Service, and only for the purpose of the performance of the Objective and in accordance with the Branding Guidelines and other provisions of this Agreement. In addition, where expressly authorized by Avaya, Representative may use RingCentral trademarks, service marks, trade names, and logos in branding the Service, and only for the purpose of the performance of the Objective and in accordance with the RingCentral Branding Guidelines and other provisions of this Agreement. Representative shall not acquire any license, ownership, or other rights with respect to such trade names, trademarks, service marks, logos, or other intellectual property of RingCentral or Avaya. Except as expressly provided herein, RingCentral and Avaya shall not acquire any license, ownership, or other rights with respect to any trade names, trademarks, service marks, logos, or other intellectual property of Representative. REPRESENTATIVE DOES NOT HAVE THE AUTHORITY TO USE AVAYA'S OR RINGCENTRAL'S TRADEMARKS, SERVICE MARKS, TRADE NAMES, OR LOGOS IN ANY WAY THAT IS INCONSISTENT WITH THE BRANDING GUIDELINES. ANY UNAUTHORIZED USE OF AVAYA'S OR

RINGCENTRAL'S TRADEMARKS, SERVICE MARKS, TRADE NAMES, OR LOGOS THAT IS INCONSISTENT WITH THE BRANDING GUIDELINES SHALL BE SUBJECT TO AVAYA OR RINGCENTRAL, AS APPLICABLE, EXERCISING ALL REMEDIES PERMITTED BY LAW.

7. Approval of Advertising/Promotional Materials.

7.1 Representative agrees that RingCentral is the exclusive owner of all trademarks, service marks, trade names, and logos relating to the Services and other services offered by RingCentral. Representative may use such approved trademarks, service marks, trade names, and logos only for the purpose of the performance of the Schedule and in accordance with the Branding Guidelines. Representative shall use only promotional materials supplied or approved in advance in writing by Distributor. Except as expressly provided herein, Representative shall acquire no licence, ownership, or other rights with respect to such trade names, trademarks, service marks, logos, or other intellectual property of RingCentral. REPRESENTATIVE DOES NOT HAVE THE AUTHORITY TO USE RINGCENTRAL'S TRADEMARKS, SERVICE MARKS, TRADE NAMES, OR LOGOS IN ANY WAY THAT IS INCONSISTENT WITH RINGCENTRAL'S THEN-CURRENT BRANDING GUIDELINES, WHICH RINGCENTRAL MAY CHANGE AT ANY TIME IN ITS SOLE DISCRETION. ANY UNAUTHORIZED USE OF RINGCENTRAL'S TRADE MARKS, SERVICE MARKS, TRADE NAMES, OR LOGOS THAT IS INCONSISTENT WITH RINGCENTRAL'S THEN-CURRENT BRANDING GUIDELINES SHALL BE CONSIDERED A MATERIAL BREACH OF THIS SCHEDULE, AND SUFFICIENT CAUSE FOR TERMINATION AND RECOVERY BY RINGCENTRAL OF ALL REMEDIES PERMITTED BY LAW.

8. Term and Termination.

- 8.1 Term. This Agreement shall become effective on the date of acceptance and, unless terminated in accordance with Section 8.2. below, shall remain in effect for three (3) years (the "**Initial Term**"), and shall, provided RingCentral extends its Agreement with Avaya, be automatically renewed for consecutive one (1) year periods (collectively with the Initial Term, the "Term") until terminated pursuant to Section 8.2.
- 8.2 Termination. This Agreement may be terminated immediately, by written notice, by either Party in the event of a material breach of this Agreement that remains uncured for thirty (30) days from receipt of a written notice specifying in reasonable detail such material breach.
- 8.3 Statutory Compensation. Representative acknowledges that, given its status under applicable Law, it is not entitled to any statutory compensation or any indemnity (e.g., for loss of clientele) at the end of this Agreement except as expressly provided herein.
- 8.4 Effect of Termination.

Each Party acknowledges and agrees that the termination or expiration of this Agreement for any reason shall not release a Party from any liability or obligation that already has accrued as of the effective date of such termination or expiration, as applicable, and shall not constitute a waiver or release of, or otherwise be deemed to adversely affect, any rights, remedies, or claims which a Party may have hereunder at Law, in equity or otherwise or which may arise out of or in connection with such termination or expiration.

Transition. RingCentral may discontinue the Services at any time after the End of Life Date. Once RingCentral provides to Avaya the End of Life Notice the Distributor shall notify the Representative ("**Subagent Notification**") the advising them of the discontinuance of the Services, and the availability of and transition to a New RingCentral Service. Prior to the End of Life Date, RingCentral will transition Customers from the Services to the New RingCentral Service selected by RingCentral in its sole discretion. To that effect, to the extent required in the Customer agreement, RingCentral will send to each Customer a Customer Transition Notice stating the specific Customer Transition Date. The Parties' respective obligations applicable to Customers with respect to the Services shall continue to apply until the Customer Transition Date for each Customer.

Interim Collaboration. Upon expiration or termination of this Agreement:

- Representative will have up to sixty (60) days after such expiration or termination to complete all sales registered through the Lead Registration Process. After such sixty (60) days, the Lead Registration Process will be discontinued

by RingCentral, and any remaining leads that were not closed will be reallocated to a RingCentral agent, or RingCentral's direct sales force, in RingCentral's discretion. Notwithstanding anything to the contrary, the Parties' respective obligations applicable to such sales shall continue for such period.

- Representative shall cease selling and otherwise marketing the Services.

- Representative shall not take any actions directly or indirectly that impede, delay or otherwise restrict RingCentral from transferring each Customer to the New RingCentral Service, within a reasonable transition timeframe for each such Customer.

- Representative shall not take any action which changes, modifies or reduces the interoperability, functionality, features or performance of any Avaya Endpoints that have been sold with respect to ACO (as such Avaya Endpoint interoperability, functionality, features or performance exists on the termination or expiration of the Framework Agreement). This restriction does not impact non-ACO transactions.

Payments under this Agreement.

Upon the occurrence of the Customer Transition Date for any Customer, and provided that all the conditions applicable to the payment of the Channel Commissions under this Agreement are met, and provided that such payment obligation has not expired or otherwise been terminated, the Residual portion of the Channel Commission for Channel Sales shall continue until the end of the then-current term of the Customer agreement, provided such payments are made to Avaya by RingCentral.

9. Confidential Information.

- 9.1 Confidential Information. During the Term of this Agreement and for three (3) years after the termination of this Agreement, each Party will protect the terms and conditions of this Agreement, all non-public information and material regarding the business of the other which information is either marked as confidential or could be construed to be confidential (collectively, "Confidential Information") as strictly confidential, using the same level of care as it affords its own Confidential Information. Without the prior written consent of the disclosing Party, the receiving Party will not use or disclose (and will use its best efforts to cause its employees, , and representatives not to use or disclose) to any other person or entity any Confidential Information, except as and only to the extent necessary to: (i) perform its duties under this Agreement; (ii) obtain any required governmental approvals; or (iii) comply with laws or as otherwise required by a court of competent jurisdiction, but only to the extent of such requirement, provided that before making such disclosure the receiving Party shall give the disclosing Party written notice of such disclosure and provide an adequate opportunity to interpose an objection or take action to ensure confidential handling of such information.
- 9.2 Confidential Information Exceptions. Confidential Information will not include any information of the disclosing Party that: (i) is already known to the receiving Party free of any obligation of confidence when communicated; (ii) is or becomes publicly known through no wrongful act of the receiving Party; (iii) is received from a third party free to disclose it to the receiving Party; (iv) is communicated to a third-party for general distribution with the prior written consent of the disclosing Party; or (v) is developed by employees or Subagents of the receiving Party independently of and without reference to the Confidential Information.
- 9.3 The obligations under this Section 9 shall survive the expiration or termination of this Agreement for any reason whatsoever.

10. Non-Solicitation.

- 10.1 Starting on the first day immediately following any expiration or termination of this Agreement and continuing for twelve (12) months after the End of Life Date (the "Non-Solicit Period"), Representative agrees that it shall not, and shall require its Affiliates, directors, officers, employees to not, (1) attempt to influence or interfere with or to solicit any Customer that has an agreement for the Services or any New RingCentral or Avaya Service, that is then-in-effect for the purpose of attempting to cause or in fact causing such Customer to terminate, cancel or not renew such agreement or (2) request, encourage, or take any action intended to cause, any reseller, distributor or other third party to do any of the foregoing (it being understood that nothing in this item (2) limits the application of item (1) to any reseller, distributor or other third party that is a Subagent). Notwithstanding the foregoing or anything herein to the contrary, if a Customer has the right to terminate its Services agreement or is near the end of its term

and requests a competitive bid from Representative, then Representative may accommodate such request.

- 10.2 During the Non-Solicit Period, Representative shall not conduct targeted, direct telemarketing or Marketing to any Customer for the purpose of attempting to cause or in fact causing such Customer to terminate, cancel or not renew any contract for the Services or any Avaya or New RingCentral Service.
- 10.3 During the Non-Solicit Period, information regarding the Avaya terms or RingCentral Terms executed with a Customer, including price, renewal dates, and other terms and conditions shall be considered Avaya's Confidential Information, and Representative shall not use that Confidential Information in any efforts to sell, directly or indirectly, to the Customers any products competing with the Services.
- 10.4 The restrictions in this Section 10 shall survive the expiration or termination of this Agreement for any reason.
- 10.5 For purposes of this Section 10, the definition of "Customer" shall mean (i) a Customer of the Services under this Agreement or (ii) a Customer that is migrated to the New RingCentral Service pursuant to the Transition provisions in 8.4 above.

11. Indemnification and Limitation of Liability.

- 11.1 Representative shall indemnify and hold Distributor harmless from any and all loss, and shall defend any Third Party Claim to the extent such Third-Party Claim arises out of or alleges that it arises out of :
- any breach of Section 5.1., 5.5, 5.6 or the Data Processing Addendum by Master Agent;
 - any breach of the provisions of clause 10, Non-Solicitation
 - any breach of the FCPA or Anti Bribery Act;
 - any marketing or promotional efforts with respect to the Services, that do not comply with this Agreement, the Avaya and RingCentral Policies, the Branding Guidelines or the Law;
 - any fraud, gross negligence or willful misconduct by the Representative
 - the Representative offering the Customer terms inconsistent with the then-effective RingCentral approved sales agreement and ordering forms in the RingCentral Terms, or offering any discounts not approved in writing by Avaya;

IN ADDITION TO THE PROVISIONS OF 10.2 OF THE MASTER AGREEMENT THEIR CHALL BE NO LIMIT OF LIABILITY OR EXCLUSION OF CONSEQUENTIAL LOSS IN RESPECT OF A BREACH OF THIS CLAUSE 12.1

12. General

- 12.1. Data Privacy. The Parties agree to comply with the terms and conditions of the Data Processing Addendum attached hereto as Appendix B.
- 12.2 Distributor may amend this Agreement upon thirty (30) days prior written notice if it determines in good faith that such amendment is necessary for compliance with applicable Law or for Avaya to comply with its obligations under its related agreements with RingCentral. Such amendment shall automatically be effective unless Representative provides written notice within thirty (30) days after its receipt of the notice of the amendment that Representative does not accept the amendment. If Representative provides such notice of non-acceptance, Distributor shall have the right to terminate this Agreement immediately upon written notice, and Representative shall have no right to receive any further Channel Commissions or other compensation hereunder.
- 12.3 No Endorsement. The Parties agree and acknowledge, and it is their intention, that nothing herein shall indicate or have the effect of establishing RingCentral or Avaya as an official endorser of parties or Customers represented by the Representative.
- 12.4 Third-Party Beneficiaries. No third party (including any sub-agent) shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

APPENDIX A

Service Fees

Channel Commissions

1. For each Qualified Sale that the Representative provides to Distributor that RingCentral accepts in accordance with the terms of this Agreement, Distributor will pay Representative a Channel Commission as set forth in the Table 1 below (the "Commission Schedule").

2. Representative's monthly Channel Commission payout will be determined at the end of each calendar month based on the net MRR paid by the Customers for Qualified Sales during that calendar month. Distributor will pay Representative the monthly recurring Commissions ("Residual") for each Customer as follows no later than the last day of the second month following the MRR payment by the Customer. The Commission Schedule is as follows:

Table 1

Type of Sale	Customer Contract Term	Residuals	Term of Residual
Channel Sale*	Month to Month	% of MRR as agreed	Life of Customer
Channel Sale*	1yr	% of MRR as agreed	Life of Customer
Channel Sale*	2yr+	% of MRR as agreed	Life of Customer

*Subagent registers the lead as an Distributor lead following the Lead Registration Process set forth in the Rules of Engagement and is selected by the Customer as the partner for the Qualified Sale.

3. If a Channel Commissions calculation results in a fractional cent (or local currency equivalent), such Channel Commissions shall be rounded down to the nearest cent.

4. Neither Representative nor any Subagents, or any party acting for or on behalf of either of them, may allege that it has a claim to any Channel Commissions, compensation, profits, or damages whatsoever with respect to any Qualified Sale: (i) when said Qualified Sale is cancelled by a Customer; or (ii) to the extent the Customer account becomes uncollectible. In addition, neither Representative nor any Subagents, or any party acting for or on behalf of either of them, may allege that it has a claim to any Channel Commissions, compensation, profits, or damages whatsoever with respect to any amounts associated to services, including the Services, sold to Customers prior to the execution of this Agreement, or after the execution of this Agreement but prior to the customer becoming a Customer.

5. If the Customer is an existing customer of RingCentral at the time of the Qualified Sales, the Channel Commission shall only be paid based on the incremental MRR for the Services exceeding the MRR under contract for other RingCentral Offerings.

APPENDIX B

CONTROLLER TO CONTROLLER DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) forms part of the agreement(s) between Distributor and Representative (“Representative”, “You” or “Your”) (the “Agreement”), to reflect the Parties’ agreement with regard to the access, processing, and storage of Personal Data in connection with the Agreement. Capitalized terms, unless expressly defined herein, shall have those meanings set forth in the Agreement.

The DPA is in addition to, not in lieu of, any other contractual obligations and applicable legal or regulatory obligations You may have with respect to Personal Data Processed in connection with this DPA. Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. This DPA shall replace any existing data processing agreement or similar document that the parties may have previously entered into in connection with the Services. Where there is a conflict between this DPA and the Agreement, the provisions of this DPA shall govern to the extent of that conflict.

1. Processing and Control of Personal Data.

Where Privacy Laws provide for the roles of “controller,” “processor,” and “sub-processor”, such terms shall have the meanings given under such applicable Privacy Laws and any reference to the “Term” in this DPA shall mean (a) the term of the Agreement; plus (b) any period after the termination or expiry of the Agreement during which Representative Processes Lead Data. The Parties agree that the terms of Section 1 of this DPA shall apply with respect to Lead Data, where either party (as applicable) is acting as a controller. “Controller” includes any term under Privacy Law for an entity that determines the purposes and means of processing.

2 Data Controller Terms.

A. Relationship of Parties: In connection with the Services You shall share certain Lead Data with RingCentral and Distributor. The Parties acknowledge that You are a controller of the Lead You disclose to RingCentral and Distributor, and that RingCentral and Distributor will process the Lead Data it receives as a separate and independent controller. In no event will the Parties process the Lead Data as joint controllers.

B. Compliance with law: Without prejudice to Your obligations under this Section 1 (Data Controller Terms) of this Agreement, each Party agrees that it shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Privacy Law, except where otherwise noted in this Agreement. You acknowledge and agree that You must encrypt the Lead Data using industry standard commercially reasonable encryption measures, when transferring such information to RingCentral and Distributor over a public network or on physical media.

C. Notice and consent: You represent, warrant and undertake that You shall: (a) collect the Lead Data fairly and lawfully in accordance with the Privacy Laws; (b) conspicuously post, maintain and abide by an accessible privacy notice on or in all data collection points and forms from which the Lead Data is collected that satisfies the requirements of Privacy Laws and the Agreement (including this DPA), including but without limitation to the foregoing, disclosing how, and for what purposes, Lead Data will be used or shared with RingCentral and Distributor; and (c) have an appropriate legal basis, including consent, to the extent consent is required by Privacy laws to collect Lead Data, required to lawfully collect and provide the Lead Data to RingCentral and Distributor and to enable RingCentral and Distributor to lawfully use the Lead Data for the purposes contemplated by the Agreement (including this DPA) or as otherwise agreed between the Parties in writing (“Controller Purposes”). For clarity, as between You and RingCentral and Distributor, You shall be solely responsible for providing any required notification or obtaining any necessary consents, to the extent You rely on consent as a legal basis, approvals or authorizations required from the relevant Data Subjects under Privacy Laws to enable RingCentral and Distributor to lawfully use the Lead Data for the Controller Purposes.

D. Consent Records. You shall maintain a record of all consents obtained from Data Subjects in accordance with this Section 1 and as required by Privacy Laws, including the time and date on which consent was obtained, the information presented to Data Subjects in connection with their giving consent, and details of the mechanism used to obtain consent. You shall make these records available to RingCentral and Distributor promptly upon written request.

E. Cooperation: In the event that You receive any correspondence, enquiry or complaint from a Data Subject,

regulator or other third party related to the disclosure of Lead Data by You to RingCentral and Distributor for the Controller Purposes; or that relates (or also relates) to the business of RingCentral and Distributor (“Correspondence”), You shall promptly inform RingCentral and Distributor giving full details of the same, and the Parties shall cooperate reasonably and in good faith in order to respond to the Correspondence in accordance with any requirements under Privacy Laws.

F. International transfers: The Parties acknowledge that, where RingCentral or Distributor is a recipient of Lead Data protected by Privacy Laws applicable to the European Economic Area, United Kingdom and/or Switzerland, RingCentral or Distributor agrees to abide by and process such Lead Data in accordance with the Standard Contractual Clauses (Controller to Controllers), which form an integral part of this DPA. For the purposes of the descriptions in the Standard Contractual Clauses (Controller to Controllers), RingCentral or Distributor agrees that it is the “data importer” of the Lead Data and You are the “data exporter” of the Lead Data (notwithstanding that You may be located outside of the EEA, United Kingdom and/or Switzerland) and Annex B of this DPA shall replace Annex B of the Model Clauses.

3. Miscellaneous.

A. Costs and Indemnification. You agree to indemnify and hold RingCentral and Distributor harmless for any and all claims, losses, costs, expenses, damages, or other liabilities (including reasonable legal fees) suffered or incurred by RingCentral or Distributor as a result of any failure by You to materially comply with any of Your obligations under this DPA or Your specific obligations under applicable Privacy Laws. You shall be liable for all costs and expenses incurred by RingCentral and Distributor in responding to a Security Incident, as well as all costs and expenses that you incur in connection with performing Your obligations, in each case only to the extent that such Security Incident was caused by any failure by You to comply with any of its obligations under this DPA or Your specific obligations under applicable Privacy Laws.

B. Inapplicability of Liability Exclusions and Caps.

(i) To the extent the Agreement, in the event of Your breach, (1) limits RingCentral’s or Distributor’s ability to recover for certain forms of damages or (2) caps the amount of damages RingCentral or Distributor may recover in the event of breach, such liability exclusions or caps shall not apply to any breach by You of this DPA.

4. Definitions.

“Lead Data” means any Personal Data which You or any Sub-Agent provide to RingCentral or Distributor in connection with the Agreement (i) including, but not limited to, the information set out in Annex B, and (ii) excluding Personal Data You process for RingCentral or Distributor.

“Data Subject” shall have the meaning given to it under applicable Privacy Laws.

“Process” shall have the meaning as defined under applicable Privacy Laws.

“Privacy Laws” means all state, federal, and foreign/international laws and regulations, in each case relating to the processing of personal data, privacy, data protection, and data security.

“Security Incident” means a “personal data breach” as defined by applicable Privacy Laws or any destruction, loss, alteration, disclosure of, or access to Personal Data that is accidental, unlawful, or unauthorized, and any other act, omission, or circumstance defined as a “breach of security,” “security breach,” or similar term under applicable Privacy Laws.

“Standard Contractual Clauses (Controller to Controller)” means the standard contractual clauses as approved by the European Commission in the Annex to Commission Decision 2004/915/EC for transfer of personal data to controllers established in third countries.

APPENDIX C

Rules of Engagement

Objective

These Rules of Engagement are intended to set forth additional terms by which the Parties will work under the Agreement.

Lead Registration

- a. RingCentral will maintain one lead registration program to be used by for all new customer opportunities (e.g. RingCentral and Avaya will not have separate lead registration processes dedicated to ACO; however, the ACO lead data will be separated from and not intermingled with RingCentral lead data).
- b. The Representative will be assigned by RingCentral a unique Subagent ID that identifies Representative as a Master Agent Subagent of Avaya.
- c. In the event Avaya establishes its own front-end and e-commerce solution (e.g., storefront) on which to offer, promote and sell the Services, any leads registered through Avaya's front-end or e-commerce solution will automatically be assigned with the Distributor ID.
- d. No quotes for ACO will be provided without a lead registration. Any sales opportunities for ACO without a lead registration shall by default be assigned to the ID associated with Avaya direct sales.
- e. The Parties shall use commercially reasonable efforts to follow, and shall not materially deviate from, the Qualified Lead Protocol described below to register a lead:
 - i. Representative will discuss ACO with a Prospective Customer that has shown interest in a UCaaS solution.
 - ii. Representative will inform the Prospective Customer that they will be registered for ACO under their assigned Representative ID.
 - iii. Distributor, Representative, or Avaya will register the Prospective Customer via the lead registration program.
 1. Multiple partners may register a deal up to and including Stage iv, Proof of Concept.
 2. After Stage iv no other partners may register the deal.
 - iv. Upon lead registration, Distributor and Avaya will work together to develop an agreed upon plan to engage the Prospective Customer, e.g., introduction by Avaya or Representatives and coordination of efforts during sales process.
 - v. RingCentral or Avaya may at its election request to speak with a Prospective Customer within thirty (30) days from the time a plan of engagement is agreed upon in order to validate a lead and confirm its Stage iv status ("**Lead Validation Call(s)**"). If Distributor or Representative declines such request, RingCentral and Avaya may choose not to close registration for the deal. The Lead Validation Calls will be made by personnel dedicated solely to the administration of this Agreement, in coordination with the Distributor. The Parties will make commercially reasonable efforts to minimize any delays in the sales cycle resulting from these Lead Validation Calls.
 - vi. Prospective Customer will make a buying decision within twelve (12) months following RingCentral's or Avaya's conversation with Prospective Customer.
 - vii. Customer will choose a partner of record prior to deal signature.

1. Customer must choose a Representative registering the opportunity under the Avaya ID, and execute the sales agreement with Avaya, for Distributor to be entitled to Channel Commission.
- viii. If lead goes stale (e.g., no customer communication or no progression of stage) for six (6) months, the existing registration is voided, the registration re-opens, and the Qualified Lead Protocol shall start over and be open to other Distributors and Representatives.

Channel Commission

- a) Only authorized Representatives can register a lead for ACO. Leads for ACO will need to be registered under an ID associated with Avaya.
- b) Distributor will only pay the Commission if earned
 - i) When Representative registers a lead under an Avaya ID (see above), and Channel Commission is earned by the Representative, the Channel Commission is paid by Distributor in accordance with the terms of this Agreement.
 - ii) If the partner is both a Representative and a RingCentral agent, and registers the same lead twice, one under an Avaya related ID, and the other under a separate ID (e.g. to position a product other than ACO), if that partner gets selected the Channel Commission will be paid as follows:
 - (a) If the Service sold is ACO, and the sales agreement is executed by Avaya on behalf of RingCentral, the Channel Commission will be paid by Distributor.
 - (b) If the service sold is not ACO, the sales agreement must be executed with RingCentral directly, any compensation will only be paid by RingCentral to the agent directly, or if a Representative, to the Distributor whose ID was used to register the lead.
 - iii) If the partner is both a Representative and a RingCentral agent and does not register the lead under the Distributor ID, no Channel Commissions will be paid to the Distributor, and ACO may not be sold.

Confidentiality. To the extent information shared between the Parties concerns Customer and Prospective Customer sales opportunities registered following the Lead Registration Protocol, such information shall be considered Confidential Information of the disclosing party and will not be used by the receiving Party in marketing and selling service offerings competing with ACO in the registered lead for which such information was shared.

APPENDIX D

Policies and Procedures **Regarding Slamming and Cramming Prevention**

The purpose of this document is to explain what can cause unauthorized switching of a customer, the importance of preventing such switching, and the seriousness of the matter to RingCentral and Avaya and its authorized agents.

Representative specifically acknowledges, agrees, represents and warrants that it will not engage in the practice known as “slamming” (the changing of a Customer’s underlying service provider without the written consent of such Customer) or “cramming” (the addition of unauthorized charges to a customer’s bill) with respect to the Services. Representative shall be liable for, and indemnify RingCentral and Avaya against, any and all reasonable and documented costs incurred by Distributor, Avaya, and or Ring Central including fines and penalties, resulting from the act(s) of slamming and cramming with respect to the Services, as set forth in the Agreement.

A. COMMON CAUSES OF SLAMMING OR CRAMMING:

- Incorrect telephone number on submitted Letters of Agency (“LOAs”) – means that incorrect telephone number is switched without the customer’s written consent.
- The submitted LOA is illegible and directly causes the person that keys the order into the system to enter the wrong name and/or phone number.
- The person who “authorized” switching service providers really didn’t have the authority to make the switch. Sometimes receptionists, secretaries or assistants authorize a switch to qualify for some sort of premium or other inducement.
- A simple misunderstanding when one partner doesn’t tell the other partner or accounts payable personnel about selecting a new long-distance service. This is especially true when it is the other person who reviews or pays the bills. The bill-paying partner or accounts payable representative sees a new service provider name and thinks something is wrong. Please ask your customers to inform the appropriate persons within the company about changing service providers.
- Signing someone up just to “get the sale” or reach a qualification (i.e., Minimum Requirements) or Commission Tier.
- Signing someone up, without the Customer’s knowledge, as a result of spending a lot of time with a company decision-maker and assuming that the person would be satisfied with the Services for the company.

B. EFFECTS OF SLAMMING OR CRAMMING:

- It is illegal and will not be tolerated by RingCentral and Avaya.
- It creates a bad image and adversely affects RingCentral’s, Avaya’s and the Distributor’s reputation.
- It takes time to investigate and correct.
- If we can get information verified (correct), it will save on:
 1. Order rejects;
 2. Returned mail; and
 3. Time to process valid and accurate orders.
- It is a frustrating experience for the company or person that was slammed.
- The local telephone company levies a charge to make the initial switch to RingCentral and Avaya’s service provider and then charges again to switch the affected customer back to the original service provider. RingCentral is billed for these costs. This leads to serious consequences, including immediate termination of

the Agreement, loss of Channel Commissions and liability to RingCentral and Avaya for the costs of investigating, defending and paying any and all fines associated with the charge of slamming or cramming.

- RINGCENTRAL AND AVAYA AS WELL AS FEDERAL, STATE, AND LOCAL REGULATORY AGENCIES VIEW SLAMMING AND CRAMMING AS A VERY SERIOUS PROBLEM. THE FCC CAN IMPOSE SIGNIFICANT FINES ON A PER VIOLATION BASIS, AND MASTER AGENT WILL BE FULLY AND SOLELY RESPONSIBLE FOR ALL SUCH FINES CAUSED BY MASTER AGENT'S [AND/OR EACH MASTER AGENT'S SUBAGENT'S] FAILURE TO FULLY COMPLY WITH THIS APPENDIX E.

C. HOW CAN REPRESENTATIVE PROTECT AGAINST SLAMMING OR CRAMMING:

- The Representative is strongly encouraged to verify information against each new Customer's actual telephone bill for each LOA.
- The person signing the LOA should be a person with authority to act on behalf of the Customer. It is essential that the person signing the LOA has authority to change telecommunications services providers. Note that receptionists, secretaries and assistants typically do not have the authority to change telecommunications services providers for a business entity Customer. If the person signing the LOA is different from the person with the actual authority to do so, the Representative should attempt to contact the other person. While this policy might jeopardize some sales orders, it should give Representative a chance to retain sales by demonstrating your concern and professionalism.
- The Representative must review the LOA for accuracy and legibility, especially the telephone number, and must confirm the person's telephone number.
- The Representative must NEVER sign someone else's name on an LOA or any other document!